



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 15, 2023

4:00 PM - Closed Session (Parkview Conference Room)

5:00 PM - Regular Session

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR

Dane White

DEPUTY MAYOR

Joe Garcia (District 2)

COUNCILMEMBERS

Consuelo Martinez (District 1)

Christian 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



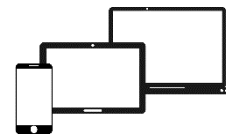
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.org



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 15, 2023

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, NOVEMBER 15, 2023

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION

I. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)

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



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COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 15, 2023

II. CONFERENCE WITH LEGAL COUNSEL--PENDING LITIGATION (Government Code §54956.9(d))

- a. *Linda Braaksma v. City of Escondido, et al.*
San Diego Superior Court Case No. 37-2022-00011999-CU-PO-NC
- b. *Building Industry Association of SD County v. City of Escondido*
San Diego Superior Court Case No. 37-2021-00008423-CU-MC-NC
- c. Claim of Escondido North, LLC re: Ash Street Subdivision Fee Protest (per § 54956.9(e)(3))

III. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code § 54956.8)

- a. Property: 272 E. Via Rancho Pkwy, Escondido (North County mall)
- b. Agency Negotiator: Sean McGlynn, City Manager, or designee
- c. Negotiating Parties: Steerpoint Capital
- d. Under Negotiation: Price and Terms of Ground Lease

ADJOURNMENT



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 15, 2023

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

City Council agendas allow an opportunity for a moment of silence and reflection at the beginning of the meeting to be led by the City Clerk. The City does not endorse, sponsor or sanction any particular religion and any remarks made are to allow all individuals to personally reflect, contemplate, pray, or meditate as they deem appropriate.

FLAG SALUTE

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

CALL TO ORDER

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

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

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CONSENT CALENDAR

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

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



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 15, 2023

2. APPROVAL OF WARRANT REGISTER (COUNCIL) -

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

- 378218 – 378422 dated October 25, 2023
- 378423 – 378598 dated November 01, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. APPROVAL OF MINUTES: Regular meetings of October 25, 2023 and November 1, 2023

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

5. BID AWARD FOR RFB NO. 24-03 CENTRAL PLANT CHILLER NO. 3 REPLACEMENT PROJECT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2023-143, authorizing the Mayor to execute, on behalf of the City, a Public Improvement Agreement with A.O. Reed & Co., in an amount not to exceed \$240,594 for the installation of a new chiller unit for the Central Plant Chiller No. 3 Replacement Project (“Project”); and approve a budget adjustment in the amount of \$267,851.

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

Presenter: Joseph Goulart, Director of Public Works

a) Resolution No. 2023-143

6. BID AWARD FOR RFB NO. 24-05 LIVE RAINBOW TROUT

Request the City Council adopt Resolution No. 2023-144, authorizing the Mayor to execute, on behalf of the City, a Public Services Agreement with Jess Ranch Fish Hatchery for the purchase of Live Rainbow Trout to stock Lake Dixon and Lake Wohlford.

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

Presenter: Brian Thill, Lakes and Open Space Superintendent

a) Resolution No. 2023-144



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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7. APPROVE CONSULTING SERVICES AGREEMENT WITH HR GREEN PACIFIC, INC. FOR ON CALL ENGINEERING SERVICES

Request the City Council adopt Resolution No. 2023-141 authorizing the Mayor to execute, on behalf of the City, a consulting services agreement with HR Green Pacific Inc., for on call engineering services for the SiFi *FiberCity* project.

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

Presenter: Julie Procopio, City Engineer

a) Resolution No. 2023-141

8. MILLS ACT CONTRACT FOR 820 S. MAPLE STREET – PL23-0279

Request the City Council adopt Resolution No. 2023-154, authorizing the Mayor to execute, on behalf of the City of Escondido, a Historic Property Preservation Agreement (Mills Act Contract), with Israel Murguia and Melissa Garcia for the Property located at 820 S. Maple Street.

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

Presenter: Alex Rangel, Assistant Planner I

a) Resolution No. 2023-154

9. AWARD OF CONSTRUCTION CONTRACT FOR 2023 STREET MAINTENANCE PROJECT – PHASE 1 (CONCRETE AND TREE REPLACEMENT)

Request the City Council adopt Resolution No. 2023-151 awarding the construction contract to L.C. Paving & Sealing, Inc., determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$499,279.50 for Phase I of the 2023 Street Rehabilitation and Maintenance Project ("Project").

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

Presenter: Matt Souttere, Associate Engineer

a) Resolution No. 2023-151



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 15, 2023

10. MEMBER AGENCY ADMINISTERED INCENTIVE PROGRAM GRANT FOR WATER CONSERVATION OUTREACH MATERIALS

Request the City Council adopt Resolution No. 2023-148 authorizing the acceptance of a \$7,800 grant from the Metropolitan Water District and the San Diego County Water Authority to fund the purchase of water conservation outreach materials and a demonstration model; authorizing the Environmental Programs Manager to execute all documents necessary for the management and completion of the grant scope; and, authorizing the necessary budget adjustment needed to establish a new project number for tracking and spending of grant funds.

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

Presenter: Juan Magdaraog, Environmental Programs Manager

a) Resolution No. 2023-148

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, TO REPEAL ESCONDIDO MUNICIPAL CODE CHAPTER 2, ARTICLE 7, SECTION 2-103, LIMITATIONS ON CAMPAIGN CONTRIBUTIONS

Approved on October 25, 2023 with a vote of 5/0.

a) Ordinance No. 2023-14 (Second Reading and Adoption)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 15, 2023

PUBLIC HEARINGS

12. A REQUEST TO REMOVE A CONDITION OF APPROVAL APPLIED TO A MAJOR PLOT PLAN REQUIRING FUNDING OF ONGOING MUNICIPAL SERVICES REQUIRED BY THE PROJECT

Request the City Council uphold the Planning Commission recommendation of denial (4-2-1) to modify a Major Plot Plan in order to eliminate a condition of approval requiring funding of ongoing municipal services. The request is for a project condition of approval required for a 44-unit apartment project located at 1860, 1866, 1870 & 1896 S. Escondido Blvd. and the City Council may a) adopt Resolution No. 2023-152, denying a modification and upholding a condition of approval; or b) adopt Resolution No. 2023-153, granting the modification and waiving the condition of approval.

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

Presenter: Veronica Morones, City Planner

a) Resolution No. 2023-152

b) Resolution No. 2023-153

13. AUTHORIZATION TO PARTICIPATE IN THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY'S BOND OPPORTUNITIES FOR LAND DEVELOPMENT PROGRAM

Request the City Council hold a Public Hearing to consider adoption of Resolution No. 2023-155 authorizing City participation in the California Municipal Finance Authority's ("CMFA") Bond Opportunities for Land Development ("BOLD") Program.

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

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

a) Resolution No. 2023-155



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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CURRENT BUSINESS

14. PROPOSED EDI RATE ADJUSTMENTS

Request the City Council adopt Resolution No. 2023-136, approving the annual residential and commercial solid waste and recycling rate adjustments pursuant to the terms of the City of Escondido's ("City's") adopted Solid Waste and Recycling Franchise Agreement with Escondido Disposal, Inc. ("EDI"). Upon approval by the City Council, the proposed rate adjustments will become effective January 1, 2024.

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

Presenter: Angela Morrow, Interim Director of Utilities

a) Resolution No. 2023-136

15. PUBLIC ART COMMISSION INTERVIEWS

Request the City Council conduct interviews of applicants and fill an unscheduled vacancy on the Public Art Commission.

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

Presenter: Zack Beck, City Clerk

16. REVIEW AND UPDATE CITY COUNCIL INTERAGENCY AND SUBCOMMITTEE ASSIGNMENTS

Request the City Council review and update the City's current interagency and council subcommittee assignments.

Staff Recommendation: Approval (City Council: Dane White, Mayor)

Presenter: Mayor Dane White

17. RECONSIDERATION OF PUBLIC COMMENT POLICY

Request the City Council reconsider the City's current public comment policy and approve Resolution No. 2023-158 amending Section 6 of the Council Policies and Rules of Procedure.

Staff Recommendation: Approval (City Council: Christian Garcia, Councilmember)

Presenter: Councilmember Christian Garcia

a) Resolution No. 2023-158



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 15, 2023

FUTURE AGENDA

18. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, December 06, 2023	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>
Wednesday, December 13, 2023	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>

SUCCESSOR AGENCY

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



A F F I D A V I T S

O F

I T E M

P O S T I N G –

- **MODIFICATION OF MAJOR PLOT PLAN – PL23-0176 AND ADM 19-0092**
- **CMFA BOLD PROGRAM**



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

NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, California at **5 p.m.** on **Wednesday, November 15, 2023**, to consider the item listed below:

MODIFICATION OF MAJOR PLOT PLAN – PL23-0176 and ADM 19-0092:

REQUEST: The Applicant has submitted a request to waive an existing condition of approval requiring funding of ongoing operational cost of providing municipal services for an approved 44-unit apartment project located on the northeast corner of S. Escondido Boulevard and Vermont Avenue, in the Escondido Boulevard District of the South Centre City Specific Plan. The project includes a density bonus allowing a 42.5% increase in allowable density in exchange for the provision of four deed-restricted very-low-income units. This project has already been approved and consideration of this item is limited to the requested waiver of the condition of approval.

Planning Commission Action: On September 12, 2023, the Planning Commission voted 4-2 to deny the applicants request for a modification to eliminate a condition of approval requiring funding of ongoing operational costs of providing municipal services required by the Project.

PROPERTY SIZE AND LOCATION: 1.05-acre parcel located on the northeast corner of South Escondido Boulevard and Vermont Avenue, addressed at 1860, 1866, 1870 and 1896 S. Escondido Boulevard (Assessor Parcel Numbers 236-260-34, -35, -36 and 236-260-37-00).

ENVIRONMENTAL STATUS: A Categorical Exemption was issued for the project in accordance with California Environmental Quality Act (CEQA) Guidelines section 15332, "In-fill Development Projects."

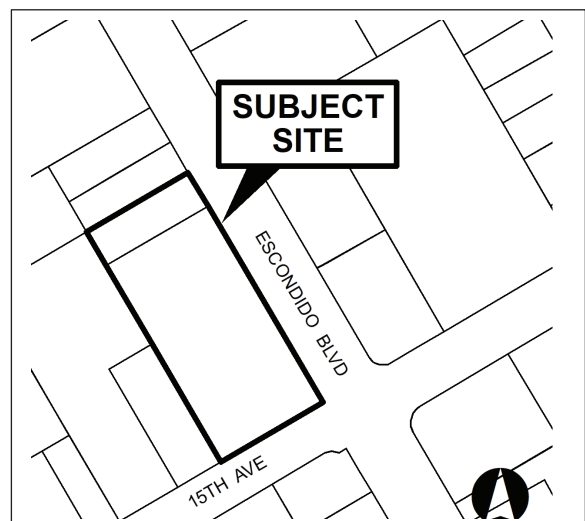
If you challenge this item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

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

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

The staff report will be available at the Escondido Planning Division, 201 N. Broadway, Escondido, CA 92025, and on the City's website at <https://escondido-ca.municodemeetings.com/> after Thursday, November 9, 2023.

For additional information, please contact Veronica Morones, City Planner, at 760-839-4548, or via email at vmorones@escondido.org, and refer to Case No. ADM19-0092.



DocuSigned by:

Zack Beck

A58535D0BDC1430...

Zack Beck, City Clerk
City of Escondido
November 2, 2023

Published in THE ESCONDIDO TIMES-ADVOCATE:
11/02/23



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, November 15, 2023, a public hearing will be held with respect to the proposed participation by the City of Escondido ("City") in the Bond Opportunities for Land Development ("BOLD") program of the California Municipal Finance Authority ("CFMA"). Participation in said program will enable property owners to finance public capital improvements and/or development impact fees for public capital improvements imposed on new development within the boundaries of the City. Said public capital improvements, if financed, will be among the public capital improvements required in connection with a given development project. Said development impact fees, if financed, will be used by the City to pay for public capital improvements which will serve the City, and which will be of a type and nature authorized under the Mello-Roos Community Facilities Act of 1982 (California Government Code section 53311 et seq.). Participation in said program does not itself authorize the City to impose additional public capital improvements or new or additional development impact fees on any property owner.

The hearing will commence at 5:00 PM, or as soon thereafter as the matter can be heard, and will be held at Escondido City Council Chambers, 201 North Broadway, Escondido, California 92025. Interested persons wishing to express their views on the participation in such program and the financing of public capital improvements and/or development impact fees as described above will be given an opportunity to do so at the public hearing or may, prior to the time of the hearing, submit comments in writing 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.

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A handwritten signature in blue ink, appearing to read "Zack Beck".

Zack Beck, City Clerk
DATED: November 9, 2023

Published in THE ESCONDIDO TIMES-ADVOCATE:
11/09/23



STAFF REPORT

November 15, 2023

File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER (COUNCIL)

DEPARTMENT

Finance

RECOMMENDATION

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

378218 – 378422 dated October 25, 2023

378423 – 378598 dated November 01, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

FISCAL ANALYSIS

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

October 19, 2023 – October 25, 2023 is \$3,794,937.22

October 26, 2023 – November 01, 2023 is \$911,616.33

BACKGROUND

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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Employee Organization: Escondido Police Officers' Association Sworn Personnel Bargaining Unit
- b. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido Police Officers' Association Non-Sworn Personnel Bargaining Unit
- c. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido Firefighters' Association Safety and Non-safety Bargaining Unit
- d. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido City Employees' Association Supervisory Bargaining Unit
- e. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Maintenance and Operations Bargaining Unit and Administrative/Clerical/Engineering Bargaining Unit, Teamsters Local 911



CITY *of* ESCONDIDO

COUNCIL MEETING MINUTES

ADJOURNMENT

Mayor White adjourned the meeting at 4:42 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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FLAG SALUTE

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CALL TO ORDER

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

PRESENTATIONS

California Center for the Arts Escondido

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

Becky Rapp – Expressed concern about marijuana edibles being marketed to students.

CONSENT CALENDAR

Motion to approve Consent Calendar: Morasco; Second: C. Garcia; Approved: 5-0

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

2. APPROVAL OF WARRANT REGISTER (COUNCIL)

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

- 377630 – 377788 dated October 4, 2023
- 377789 – 377994 dated October 11, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

3. APPROVAL OF MINUTES: Regular Meeting of October 11, 2023

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. FISCAL YEAR 2022-23 REGIONAL REALIGNMENT RESPONSE GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2023-118 authorizing the Chief of Police to accept a Fiscal Year 2022-23 Regional Realignment Response Grant in the amount of \$80,000 from the State of California Board of Community Corrections; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. (File Number 0480-70)

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

Presenter: Edward Varso, Chief of Police

a) Resolution No. 2023-118

6. FISCAL YEAR 2023-24 ALCOHOLIC BEVERAGE CONTROLS' ABC-OTS GRANT PROGRAM AWARD AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2023-137 and authorize the Escondido Police Department to accept a Fiscal Year 2023-2024 Department of Alcoholic Beverage Control's ABC-OTS Grant Program award in the amount of \$25,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. (File Number 0480-70)

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

Presenter: Edward Varso, Chief of Police

a) Resolution No. 2023-137

7. AUTHORIZATION TO PROCESS AN AMENDMENT TO THE GENERAL PLAN LAND USE AND COMMUNITY FORM CHAPTER TO MODIFY THE RESIDENTIAL AREA OVERLAY OF THE IMPERIAL OAKS CORPORATE CENTER - SPECIFIC PLANNING AREA 13

Request the City Council authorize the processing of an amendment to the General Plan Land Use and Community Form Chapter to allow for an expansion of the residential area overlay, increase in density to 48 dwelling units per acre ("du/ac"), and specify the use of the planned development process for certain projects, within the Imperial Oaks Corporate Center Specific Planning Area 13 ("SPA 13"). (File Number 0830-20)

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Presenter: Ivan Flores, Senior Planner

8. ACCEPTANCE OF TRUST DISTRIBUTION FROM THE PATRICIA D. SEELIG SEPARATE PROPERTY TRUST

Request the City Council adopt Resolution No. 2023-140 authorizing the City Manager to execute all documents required to accept, on behalf of the City, a trust distribution from The Patricia D. Seelig Separate Property Trust, dated December 11, 2002, as amended. (File Number 0430-10)

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

Presenter: Michael R. McGuinness, City Attorney

a) Resolution No. 2023-140

9. REPEAL CHAPTER 2, ARTICLE 7, SECTION 2-103 OF THE ESCONDIDO MUNICIPAL CODE REGARDING CONTROLS ON CAMPAIGN CONTRIBUTIONS

Request the City Council introduce Ordinance No. 2023-14 repealing Section 2-103 from Escondido Municipal Code Chapter 2, Article 7, regarding Campaign Contribution Limitations. (File Number 0680-10)

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

Presenter: Zack Beck, City Clerk

a) Ordinance No. 2023-14 (First Reading and Introduction)

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.)

10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE 2023 OMNIBUS THAT AMENDS VARIOUS ARTICLES OF THE ESCONDIDO ZONING CODE AND ONE AMENDMENT TO THE ESCONDIDO SUBDIVISION ORDINANCE

Approved on October 11, 2023 with a vote of 5/0.

a) Ordinance No. 2023-15 (Second Reading and Adoption)

CURRENT BUSINESS



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

11. NORTH COUNTY DISPATCH JPA APPOINTMENT

Request that the Mayor nominate and the City Council appoint a primary and alternate member to the North County Dispatch JPA Board of Directors. (File Number 0130-10)

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

Presenter: Zack Beck, City Clerk

Motion to appoint Deputy Mayor Garcia as primary and Councilmember Morasco as alternate: White; Second: Martinez; 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)

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

Deputy Mayor Garcia – Attended a North County Transit District Meeting and a CCAE Subcommittee Meeting.

Councilmember – Attended the Catalyst San Diego Annual Conference and a CCAE Subcommittee Meeting.

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

ORAL COMMUNICATIONS

None.



CITY *of* ESCONDIDO

COUNCIL MEETING MINUTES

ADJOURNMENT

Mayor White adjourned the meeting at 5:45 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

- f. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Police Management Association (Unrecognized) Bargaining Unit

II. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Government Code §54956.9(d)(1))

- a. *Justin Miller v. City of Escondido; AdminSure, Inc.*
WCAB No: ADJ15664263; ADJ15664181

III. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code § 54956.8)

- a. Property: 272 Via Rancho Pkwy, Escondido (North County Mall)
- b. Agency Negotiator: Sean McGlynn, City Manager, or designee
- c. Negotiating Parties: Steerpoint Capital and affiliates
- d. Under Negotiation: Price and Terms of Ground Lease

IV. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Government Code § 54956.9(d)(2) and (e)(3))

- a. Claim of Escondido North, LLC re: Ash Street Subdivision Fee Protest

ADJOURNMENT

Mayor White adjourned the meeting at 4:45 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

Mobilehome Rent Review Board

MOMENT OF REFLECTION

City Council agendas allow an opportunity for a moment of silence and reflection at the beginning of the meeting to be led by the City Clerk. The City does not endorse, sponsor or sanction any particular religion and any remarks made are to allow all individuals to personally reflect, contemplate, pray, or meditate as they deem appropriate.

FLAG SALUTE

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

CALL TO ORDER

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

PRESENTATION

First Aqueduct Structures Rehabilitation Project - *San Diego County Water Authority*

CLOSED SESSION REPORT

The City Council voted 5-0 to approve a settlement amount of \$113,462.50 in the case Justin Miller v. City of Escondido; AdminSure, Inc.

ORAL COMMUNICATIONS

Amir Moradi – Requested the City of Escondido pass a resolution in support of Palestine.

Gloria Conejo – Requested the Federal Government stop providing funding to Israel and that the City reallocate money from Escondido Police Department to other public services.

Gladys Guzman – Advocated for a ceasefire between Israel and Gaza.

Aisha Chaudry – Requested the City of Escondido pass a resolution in support of Palestine.

Alexandra Villegas – Requested the City of Escondido pass a resolution in support of Palestine.

Anisa Chaudry – Advocated that the City stand against war crimes.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Anzy McWha – Expressed concern regarding the conflict between Israel and Palestine.

Cinthya Gonzalez - Requested the City of Escondido pass a resolution in support of Palestine.

Hugo Gonzalez – Requested the City of Escondido pass a resolution in support of Palestine.

Irish Alminar – Requested the City of Escondido pass a resolution in support of Palestine.

Jacqueline Huff – Requested the City of Escondido pass a resolution in support of Palestine.

Jade Brant – Expressed concern regarding the conflict between Israel and Palestine.

Jasper Anda – Advocated for a ceasefire between Israel and Gaza.

Joe Masso – Requested the City of Escondido pass a resolution in support of Palestine.

Leslie Gonzalez – Requested the City of Escondido pass a resolution in support of Palestine.

Melinda – Requested the City of Escondido pass a resolution in support of Palestine.

Sarah Brown – Requested the City of Escondido pass a resolution in support of Palestine.

Suhail Virgen – Requested the City of Escondido pass a resolution in support of Palestine.

Tiffany Gonzalez – Requested the City of Escondido pass a resolution in support of Palestine.

Leslie Ellsworth – Requested the City of Escondido pass a resolution in support of Palestine.

Max Yang – Requested the City of Escondido pass a resolution in support of Palestine.

Chad Adapon – Advocated for a ceasefire between Israel and Gaza.

Eliana Pelayo – Advocated for a boycott of companies that support Israel.

Melinda Yang – Requested the City of Escondido pass a resolution in support of Palestine.

Leslie Ellsworth – Requested the City of Escondido pass a resolution in support of Palestine.

Daisy Olivarez – Requested the City of Escondido pass a resolution in support of Palestine.

Maria Olivarez – Advocated for a ceasefire between Israel and Gaza.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CONSENT CALENDAR

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

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

2. **APPROVAL OF WARRANT REGISTER (COUNCIL) -**

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

- 377995 – 378217 dated October 18, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. **APPROVAL OF MINUTES: Regular meeting of October 18, 2023**

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

5. **STATE OF CALIFORNIA OPIOID SETTLEMENT FUNDS**

Request the City Council adopt Resolution No. 2023-142 authorizing the Mayor to execute, on behalf of the City, the Public Services Agreement with Escondido COMPACT to provide opioid abuse education, prevention, and intervention services; authorizing the Chief of Police to accept annual Opioid Settlement Funds from the State of California; and approving budget adjustments needed to spend settlement funds. (File Number 0600-10; A-3480)

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

Presenter: Edward Varso

a) Resolution No. 2023-142

PUBLIC HEARINGS

6. **LONG-FORM MOBILE HOME RENT REVIEW BOARD HEARING FOR EASTWOOD MEADOWS MOBILEHOME PARK (CASE/FILE NO. 0697-20-10336)**

Request the City Council, serving as the Mobilehome Rent Review Board, consider the Long-form rent increase application submitted by Eastwood Meadows Mobilehome Park ("Applicant") as well as the Eastwood Meadows Long-Form Rent Increase Analysis and recommendation provided by RSG; approve an increase based on the expert analysis provided by RSG, and if approved, adopt Rent Review Board Resolution No. RRB 2023-145. (File Number 0697-20-10336)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

Deputy Mayor Garcia recused himself from this item and left the dais at 5:44 p.m.

Presenter: Danielle Lopez, Interim Housing and Neighborhood Services Manager

a) Resolution RRB No. 2023-145

Chad Castenheiser – Expressed support for this item.

Julie Paule – Expressed support for this item.

Mikhail Murray – Expressed opposition to this item.

David Martin – Expressed opposition to this item.

Bob Wise – Expressed opposition to this item.

Laura James – Expressed opposition to this item.

Timothy French – Expressed opposition to this item.

Sue Nash – Expressed opposition to this item.

Motion to approve the staff recommendation of a \$34.48 monthly rent increase, plus a \$10.57 increase for reimbursement of the capital improvement as well as a \$10.22 increase to reimburse the long-form application cost for a total increase of \$55.27: Morasco; Second: C. Garcia; Approved 3-1 (Martinez – No)

Deputy Mayor Garcia returned to the dais at 7:32 p.m.

7. TOW COMPANY APPEALS HEARING

Request the City Council approve Resolution Nos. 2023-138 and 2023-139 denying the appeals of Quality East County Inc./Quality Towing East Quality Towing (“Quality Towing”) and Tow and Transport Inc./Roadway Towing & Recovery (“Roadway Towing”) challenging their non-selection for a City towing contract. (File Number 0250-55)

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

Presenter: Edward Varso, Chief of Police

a) Resolution No. 2023-138



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Rodi Mikha – Expressed opposition to staff recommendation and support for the appeal.

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

b) Resolution No. 2023-139

Luis Andrade – Expressed support for the staff recommendation.

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

CURRENT BUSINESS

8. APPOINTMENT OF AD HOC SUBCOMMITTEE TO ADDRESS THE CITY'S ON-GOING STRUCTURAL DEFICIT

Request the City Council appoint an ad-hoc subcommittee to address City's on-going structural deficit. (File Number 0130-10)

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

Presenter: Zack Beck

Margaret Decker – Expressed concern that a subcommittee would not provide adequate opportunities for public participation.

Motion to appoint Mayor White and Deputy Mayor Garcia to the Structural Budget Deficit Subcommittee: Morasco; Second: White; Approved: 5-0

WORKSHOP

9. TRANSPORTATION PRIMER

Request the City Council hold a workshop to discuss transportation in preparation for upcoming local and regional planning efforts. (File Number 1080-65)

Staff Recommendation: Receive and File (Development Services Department: Chris McKinney, Interim Development Services Director/ Deputy City Manager and Julie Procopio, City Engineer)

Presenters: Chris McKinney and Julie Procopio

No Council Action Required.

FUTURE AGENDA



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

10. **FUTURE AGENDA**

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

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

White – Interagency and Council Subcommittee Assignments.

Morasco - Review of Long-Form Rental Application process.

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

ORAL COMMUNICATIONS

None.

ADJOURNMENT

Mayor White adjourned the meeting at 8:37 p.m.

MAYOR

CITY CLERK



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

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

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

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

RECOMMENDATION

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

Respectfully Submitted,

Zack Beck
City Clerk



STAFF REPORT

November 15, 2023
File Number 0600-10; A3482

SUBJECT

BID AWARD FOR RFB NO. 24-03 CENTRAL PLANT CHILLER NO. 3 REPLACEMENT PROJECT & BUDGET ADJUSTMENT

DEPARTMENT

Public Works/Building Maintenance

RECOMMENDATION

Request the City Council adopt Resolution No. 2023-143, authorizing the Mayor to execute, on behalf of the City, a Public Improvement Agreement with A.O. Reed & Co., in an amount not to exceed \$240,594 for the installation of a new chiller unit for the Central Plant Chiller No. 3 Replacement Project ("Project"); and approve a Budget Adjustment in the amount of \$267,851.

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

Presenter: Joseph Goulart, Director of Public Works

FISCAL ANALYSIS

A budget adjustment in the amount of \$267,851 is requested to transfer unused CCAE deferred maintenance funds in project No. 917901 to the Facility Improvement Capital Improvement Project No. 917301. The Central Plant Chiller No. 3 replacement project will be funded using Facility Improvement funds in project No. 917301. Any funds remaining after the project is completed will be retained for future deferred maintenance projects.

PREVIOUS ACTION

None.

BACKGROUND

The current Central Plant facility was constructed in 2005 with the purpose of providing essential Heating, Ventilation, and Air Conditioning ("HVAC") functionality to the California Center for the Arts and City Hall facilities. The Central Plant is comprised of four chiller units, three (3) 350-ton and one (1) 150-ton TecoChill water-cooled engine-driven chillers.

On July 5, 2023, Chiller 3, a 150-ton unit, experienced failure of several condenser tubes housed within the heat exchanger and shut down the entire Central Plant HVAC system. These tubes support the



CITY of ESCONDIDO

STAFF REPORT

necessary heat exchange required to effectively transfer heat to cool the facilities without overloading the system. Due to the failure of Chiller 3, high ambient temperatures in July, and the shutdown of the Central Plant, the City Manager was forced to shut down City Hall on July 6, 2023. Luckily, City staff was able to bring the Central Plant back online the next day with Chiller 3 out of the HVAC loop.

On July 7, 2023, City Staff inspected Chiller 3's failure by removing the heat exchanger barrel ends to examine multiple cracked condenser tubes. Upon review, staff determined the unit was beyond repair and beyond its useful life. The City maintains an annual contract to provide maintenance services. These services include the removal of fouling that may accumulate in said tubes which can cause overall system capacity loss and increased energy consumption in order to continue to meet the HVAC demands of both facilities. Despite these preventive measures, the 150-ton unit experienced a major failure that has expended its usability, well within the median lifetime for this type of equipment. Given the unit's age and the complexity of the failure, City staff deemed it to be in the best interest of the City to replace the entire chiller unit.

On July 7, 2023, the City awarded a Public Services Agreement to Aerco Systems, LLC, for the rental of a 200-ton chiller unit for a four-month period to ensure the Central Plant could keep up with demands on the system during the warmer months.

On September 7, 2023, the City published a Request for Bids No. 24-03 ("RFB 24-03") for the purchase and installation of a new chiller unit for the Central Plant Chiller No. 3 Replacement Project. On October 12, 2023, the City Clerk hosted a formal bid opening for RFB 24-03 and the following bids were received;

- Los Angeles Air Conditioning, Inc. – \$338,575
- A.O. Reed & Co. – \$240,594

The apparent low bid received by A.O. Reed & Co. has met all of RFB No. 24-03 bid requirements and has been deemed the lowest most responsive bid received. City staff recommends the award of RFB No. 24-03 to A.O. Reed & Co.

RESOLUTIONS

- A. Resolution No. 2023-143
- B. Resolution No. 2023-143 – Exhibit "A" Public Improvement Agreement

ATTACHMENTS

- A. Attachment "1" – Budget Adjustment



BUDGET ADJUSTMENT REQUEST

Department:	Building Maintenance	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Joe Goulart	
City Council Meeting Date: (attach staff report)	November 15, 2023	



EXPLANATION OF REQUEST

Using available funding in the Building Maintenance Capital Project Fund, approve Resolution No. 2023-143 for the replacement of the Central Plant Chiller. Facility Improvement project budget has a current balance of \$35,437. With additional funds from the CCAE Deferred Maintenance project, funding of \$303,288 is available.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Facility Improvements	917301-651	267,851	
CCAЕ Deferred Maintenance	917901-651		267,851

APPROVALS

 DEPARTMENT HEAD	11/3/2023 DATE	 FINANCE	11/6/23 DATE
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RESOLUTION NO. 2023-143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT WITH A.O. REED & CO., FOR THE INSTALLATION OF THE CENTRAL PLANT CHILLER NO. 3 REPLACEMENT PROJECT AND BUDGET ADJUSTMENT

WHEREAS, the City's Central Plant, constructed in 2005, provides heating, ventilation, and air conditioning ("HVAC") functionality to the Center for the Arts and City Hall facilities through the use of four TecoChill water-cooled engine-driven chiller units; and

WHEREAS, on July 5, 2023, Chiller No. 3 experienced failure and caused the shutdown of the entire Central Plant HVAC system; and

WHEREAS, on July 6, 2023, the City Manager was forced to shut down City Hall in response to the failure and high ambient temperatures; and

WHEREAS, on July 7, 2023, City staff evaluated the failure and deemed the unit to be beyond repair and the unit's useful life. City staff awarded a Public Services Agreement to Aerco Systems, LLC, for the rental of a 200-ton chiller unit for four months to ensure the Central Plant could remain operational during warmer months; and

WHEREAS, on September 7, 2023, a notice inviting sealed bids for the replacement of the chiller unit was duly published; and

WHEREAS, on October 12, 2023, two sealed bids for the project were opened and evaluated; and

WHEREAS, A.O. Reed & Co. was determined to be the lowest responsive and responsible bidder;
and

WHEREAS, a budget adjustment in the amount of \$267,851 is requested to transfer unused CCAE deferred maintenance funds in project number 917901 to the facilities improvement project number 917301 to fully fund the project. Any funds remaining after the project is completed will be retained for future deferred maintenance projects; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to authorize a Public Improvement Agreement with A.O. Reed & Co., in the amount of \$240,594.

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 budget adjustment in the amount of \$267,851 from CCAE deferred maintenance funds project number 917901 to the facility improvement project number 917301 to fully fund the project.
3. That the City Council determines the bid submitted by A.O. Reed & Co., to be the lowest most responsive bid which conformed to the City's specifications and requirements.
4. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Improvement Agreement with A.O. Reed & Co., in substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2023 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Dominic Furio
760-839-4895
("CITY")

And: A.O. REED & CO.
a California corporation
4777 Ruffner Street
San Diego, CA 92111
Attn: Chris Cosgrove
858-565-4131
("CONTRACTOR").

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

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the California Center for the Arts Central Plant Chiller No. 3 Chiller Replacement Project ("Project"), occurring on property located at 400 N. Escondido Blvd., Escondido, CA 92025, and having assessor's parcel numbers ("APN") 760-246-15-00 ("Property"), as further described herein.

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

1. Project Documents. The Notice Inviting Sealed Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Change Orders, Shop Drawing Transmittals, Information Required of CONTRACTOR, Non-collusion Affidavit, Insurance Certificates, Guarantees, General Conditions, Supplementary General Conditions, Special Conditions, Plans, Drawings, Specifications, the Agreement, and all modifications, addenda, and amendments thereto ("Project Documents") are incorporated herein by this reference as if fully set forth herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Description and Performance of Work. CONTRACTOR shall furnish all work described in Project Documents ("Work"). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.
3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$240,594** ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy by June 30, 2025 ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.
5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of \$250 per day for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under CONTRACTOR's control and engaged in the Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

- (3) *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Builder's Risk/"All Risk" Insurance.* The CONTRACTOR, during the progress of the Work and until final acceptance of the Work by CITY, shall maintain Builder's Risk/"All Risk," course-of-construction insurance satisfactory to CITY issued on a completed value basis of all WORK pursuant to this Agreement. Coverage is to provide extended coverage and insurance against vandalism, theft, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Engineer's services and expenses required as a result of such insured loss upon the Work, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the CITY and the City Engineer as an additional named insured and any other person with an insurable interest designated.
 - (5) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
 - (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
 - (3) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.
 - (4) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
 - (5) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (6) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers,

agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

- (7) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.
 - (8) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
 - (9) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
 - d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - e. *No Limitation of Obligations.* The insurance requirements within this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.
 - f. *Compliance.* Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of this Agreement, including, without limitation, the obligation to defend and indemnify the CITY and the City Engineer. In the event that CONTRACTOR fails to comply with any insurance requirement set forth in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop Work under this

Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

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

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's (including CONTRACTOR's agents, employees, and subcontractors, if any) Work pursuant to this Agreement or its failure to comply with any of its obligations contained herein, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.
- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any Work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Bonds.

- a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:
 - (1) *Faithful Performance Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.
 - (2) *Labor and Materials Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.
- b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.
- c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds

shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.

- e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.
9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.
10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so ("Cure Period"), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Property, or any portion thereof, and take exclusive possession of the Property or any portion thereof, together with all material and equipment thereon, and may complete the Work or any portion of the Work, either by (i) furnishing the necessary tools, equipment, labor, or materials; or (ii) letting the unfinished portion of the work, or any portion thereof, to another contractor; or (iii) demanding the surety hire another contractor; or (iv) any combination of such methods. The CITY's procuring of the completion of the Work, or the portion of the Work taken over by the CITY, shall be a charge against the CONTRACTOR and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of such charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment if CONTRACTOR fails to pay in full any such cost incurred by the CITY. The permissible charges for any such procurement of the completion of the Work include actual costs and fees incurred to third party individuals and entities (including but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY's employees to the Project.
11. Other Legal Requirements Incorporated. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though such law or clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

13. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
14. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
15. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR, and pursuant to action of the Escondido City Council.
16. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
17. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
18. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
19. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
20. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
21. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
22. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the work under this Agreement. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. Prevailing Wages and Department of Industrial Relations Compliance. Pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages, including but not limited to the keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions. CONTRACTOR shall file the required workers' compensation certificate before commencing work

under this Agreement. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

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

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

A.O. REED & CO.

Date: _____

Signature

Name & Title (please print)

Contractor's License No.

Tax ID/Social Security No.

APPROVED AS TO FORM:

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

BY: _____

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



STAFF REPORT

November 15, 2023
File Number 0600-10; A-3483

SUBJECT

BID AWARD FOR RFB NO. 24-05 LIVE RAINBOW TROUT

DEPARTMENT

Utilities

RECOMMENDATION

Request the City Council adopt Resolution No. 2023-144, authorizing the Mayor to execute, on behalf of the City, a Public Services Agreement with Jess Ranch Fish Hatchery for the purchase of Live Rainbow Trout to stock Lake Dixon and Lake Wohlford.

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

Presenter: Brian Thill, Lakes and Open Space Superintendent

FISCAL ANALYSIS

The Agreement amount is an estimated annual cost based on anticipated quantities of trout needed for stocking Dixon Lake and Lake Wohlford. Agreement renewal options are contingent upon budget appropriations and satisfactory performance by the contractor.

Agreement prices are firm for the first year. Any price increase under the Agreement renewal options are not to exceed five percent of the unit price per each renewal year, subject to approval by the City.

There are sufficient funds located in the Lakes Operating Budget 40070 (Dixon Lake) and 40074 (Lake Wohlford).

PREVIOUS ACTION

On October 11, 2017, Council adopted Resolution No. 2017-132 accepting the lowest responsive bid from Calaveras Trout Farm and authorizing the execution of a Purchasing Contract ("Contract") to purchase 58,000 pounds of live rainbow trout with the option to renew the Contract on an annual fiscal basis not to exceed a total of seven consecutive years.

Due to unforeseen circumstances, on August 28, 2019, Calaveras Trout Farm notified the City of their inability to fulfill the terms of the Contract for the foreseeable future. The second lowest responsive bidder, Mt. Lassen Trout, was contracted at their original bid unit price, including allowable annual contract price increases. Mt. Lassen Trout provided live rainbow trout services to Dixon Lake and Lake



CITY of ESCONDIDO

STAFF REPORT

Wohlford through 2023. However, Mt. Lassen Trout declined to provide service for the Contract's final consecutive annual renewal period prompting the need to bid these services.

BACKGROUND

The City operates and maintains two lakes, Dixon Lake and Lake Wohlford. These lakes offer various activities including fishing. An agreement to purchase live rainbow trout is necessary to stock fish at these lakes. Load sizes vary between 1,500 and 6,000 pounds per lake and delivery is required approximately 15 times during the fishing season, which runs November through April.

On October 4, 2023, the City published a Request for Bids No. 24-05 ('RFB 24-05') for the purchase and delivery of 45,000 pounds of live rainbow trout for the 2023-24 fiscal year with the option to renew annually for four consecutive years. On November 2, 2023, the City Clerk hosted a formal bid opening for RFB 24-05 and the following bids were received;

- Calaveras Trout Farm\$5.69 per pound
- Jess Ranch Fish Hatchery\$5.40 per pound
- Mt. Lassen Trout Farms\$7.28 per pound

The apparent low bid received by Jess Ranch Fish Hatchery has met all of RFB 24-05 bid requirements and has been deemed the lowest most responsive bid received. City staff recommends the award of RFB 24-05 to Jess Ranch Fish Hatchery.

RESOLUTIONS

- A. Resolution No. 2023-144
- B. Resolution No. 2023-144 – Exhibit "A" Public Services Agreement

RESOLUTION NO. 2023-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR, TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC SERVICES AGREEMENT TO JESS RANCH FISH HATCHERY FOR THE PURCHASE AND DELIVERY OF LIVE RAINBOW TROUT

WHEREAS, on October 11, 2017, Council adopted Resolution No. 2017-132 awarding the lowest responsive bidder and authorizing the Deputy City Manager to execute a Purchasing Contract with Calaveras Trout Farm effective October 12, 2017, through June 30, 2018, with the option to renew annually not to exceed seven consecutive years; and

WHEREAS, on August 28, 2019, Calaveras Trout Farm was unable to fulfill the Purchasing Contract; and

WHEREAS, the second responsive bidder, Mt. Lassen Trout, was contracted at the original bid price to fulfill the Purchasing Contract terms through the remaining renewal option years; and

WHEREAS, Mt. Lassen Trout pulled out to the Purchasing Contract for the final annual renewal year; and

WHEREAS, on October 4, 2023, the City duly published an invitation for unit price bids for live Rainbow Trout, RFB No. 24-05; and

WHEREAS, on November 2, 2023, the City Clerk hosted a formal bid opening where three sealed bids were opened and evaluated; and

WHEREAS, Jess Ranch Fish Hatchery was determined to be the lowest responsive and responsible bidder that conformed to the City's bid specifications and requirements; and

WHEREAS, Jess Ranch Fish Hatchery has agreed to supply the City with live Rainbow Trout at their unit price bid, with allowable increases for four additional one-year terms; and

WHEREAS, the Director of Public Works recommends awarding a Public Services Agreement to Jess Ranch Fish Hatchery effective November 16, 2023, through June 30, 2024, in an amount not to exceed \$243,000, at a per unit rate of \$5.40 per pound with four one-year renewal options for the purchase of live Rainbow Trout; and

WHEREAS, sufficient funds are available in the Lakes Operating Budget 40070 (Dixon Lake) and 40074 (Lake Wohlford); and

WHEREAS, the Contract renewal options are conditional upon budget appropriations and satisfactory performance by the contractor; and

WHEREAS, price increases under the Contract renewal options are not to exceed five percent (5%) per each renewal year, subject to approval by the City; and

WHEREAS, the Contract amount is an estimated annual cost based on anticipated quantities; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to accept the recommendations of the Director of Public Works and award the bid to Jess Ranch Fish Hatchery.

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

1. That the above recitations are true and correct.
2. That the City Council determines the bid submitted by Jess Ranch Fish Hatchery to be the lowest most responsive bid which conformed to the City's bid specifications and requirements.

3. That the City Council authorizes the bid award to Jess Ranch Hatchery for live Rainbow Trout in the estimated amount not to exceed \$243,000, on a per unit basis, which may vary for renewal periods based on the City's needs and budget appropriations.

4. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Services Agreement with Jess Ranch Fish Hatchery in substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Brian Thill
760-839-4240
("CITY")

And: Jess Ranch Development Company
a California limited partnership
19756 Del Oro Road
Apple Valley, CA 92308
Attn: Robert Ledford
760-559-4787
("CONTRACTOR").

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

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

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

1. Description of Services. CONTRACTOR shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").
2. Compensation. In exchange for CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed per unit price of **\$5.40 per pound** and the sum of the contract shall not exceed **\$243,000**. CONTRACTOR shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2,

unless approved by resolution of the City Council.

3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.
4. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONTRACTOR with 10 days' advance written notice. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.
5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
 - b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement

shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

- (3) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.
 - (7) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
 - (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
 - d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
 - f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall

be a material breach of this Agreement. In the event that CONTRACTOR fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

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

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
9. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
10. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
11. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.
12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

13. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
14. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
15. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
17. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
18. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.
19. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
20. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/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 CONTRACTOR to comply with this section.
22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONTRACTOR affirms that

as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONTRACTOR agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

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

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

JESS RANCH DEVELOPMENT COMPANY

Date: _____

Signature

Name & Title (please print)

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

BY: _____

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

ATTACHMENT "A"

Scope of Work

A. General

Jess Ranch Development Company., a California limited partnership ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with rainbow trout stocking services.

B. Location

Contractor will provide services at the following City facilities:

Dixon Lake, 1700 La Honda Dr., Escondido, CA 92027; and
Lake Wohlford, 25453 Lake Wohlford Rd., Escondido, CA 92027

C. Services

Services shall include per advertised RFB:

1. Freight and delivery of 45,000 pounds of live rainbow trout to above listed City facilities.

D. Scheduling

Contractor to schedule specific dates of work in advance by contacting Brian Thill at 760-839-4240 or bthill@escondido.org. Work shall be performed in-between the hours of 7 a.m. and 4:30 p.m., Monday through Friday. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The per-unit price shall be **\$5.40** per pound and shall not exceed **\$243,000**. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through June 30, 2024 with the option to renew the contract for four additional one-year terms.



STAFF REPORT

November 15, 2023
File Number 0600-10; A3484

SUBJECT

APPROVE CONSULTING SERVICES AGREEMENT WITH HR GREEN PACIFIC, INC. FOR ON CALL ENGINEERING SERVICES

DEPARTMENT

Development Services

RECOMMENDATION

Request that the City Council adopt Resolution 2023-141 authorizing the Mayor to execute, on behalf of the City, a consulting services agreement with HR Green Pacific Inc., for on call engineering services for the SiFi *FiberCity* project.

Staff Recommendation: Approval (Chris McKinney, Deputy City Manager and Julie Procopio, City Engineer)

Presenter: Julie Procopio, City Engineer

FISCAL ANALYSIS

All costs associated with plan review and inspection of the *FiberCity* project are paid for by SiFi in accordance with the Right of Way Encroachment Agreement (Attachment "1"). The Developer Deposit Account Agreement requires that in advance of plan review, SiFi will deposit funding for six-months of projected project costs and will maintain deposit funding adequate for three months of projected City project costs.

PREVIOUS ACTION

On September 28, 2022, the City Council adopted Resolution 2022-143 authorizing a Right of Way Encroachment Agreement ("Agreement") with SiFi Networks for the *FiberCity* project.

BACKGROUND

SiFi Networks is a privately-owned telecom company that funds, builds, and operates open access fiber networks across the United States. In September 2022, the City Council approved an Agreement with SiFi to install fiber along every public street at no cost to the City. SiFi will own and operate all equipment within its system and partner with various Internet Service Providers ("ISPs") that provide the point of connection between SiFi's backbone system and each individual premises.



CITY of ESCONDIDO

STAFF REPORT

The provision of a citywide fiber network will complement the City's economic development efforts as many businesses rely on high-speed internet service to remain competitive. This network will also ensure that our residents have access to reliable high-speed internet service with opportunities to provide low cost access to economically disadvantaged households.

A request for qualifications for on call services was issued on April 6, 2023. Eight firms submitted statements of qualifications to assist planning and engineering staff with plan review and inspection services. The top three ranked engineering firms were asked to provide resumes for staff members with experience directly related to fiber optic project support. HR Green Pacific was selected as the most qualified firm to assist with the SiFi project due to their extensive experience assisting other Cities with similar projects. Comparing similar job classifications, the cost for experienced/senior-level review staff ranged from \$170-\$190 per hour and HR Green's proposal fell within this range at \$180 per hour. The blended hourly rate of the top two proposals, including management and support services were similar at roughly \$194/hour.

Staff recommends that the City Council authorize a Consulting Services Agreement with HR Green Pacific, Inc. for plan review (Phase I) in the amount of \$683,980. Staff further recommends that Phase II services be authorized in the amount of \$927,045 to provide one full time inspector during the estimated three-year duration of the project. The cost of phase I and phase II services totaling \$1,611,026 would be paid for by SiFi in accordance with the Right of Way Encroachment Agreement.

ATTACHMENTS

- a. Attachment "1" – Right of Way Encroachment Agreement with SiFi Networks
- b. Attachment "2" – Budget Adjustment

RESOLUTIONS

- a. Resolution No. 2023-141
- b. Resolution No. 2023-141 Exhibit "A" – Consulting Agreement with HR Green Pacific Inc.

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This Right-of-Way Encroachment Agreement (the "**Agreement**") is dated December 13, 2022 and will be effective upon the ("**Effective Date**" as defined below), by and between the City of Escondido ("**City**") in the State of California, ("**State**"), a municipal corporation, and SiFi Networks Escondido LLC a Delaware limited liability company ("**SiFi**") (each of City and SiFi, a "**Party**" and collectively, the "**Parties**").

RECITALS

WHEREAS, SiFi desires to install a fiber optic network System (as defined below) in the City's public rights-of-way and the City desires to allow such a System for community benefit; and

WHEREAS, SiFi owns the rights to the FOCUS (as defined below) proprietary fiber optic cable System technology; and

WHEREAS, the City has agreed to grant to SiFi permission to access and use the Public Way to install, operate, and maintain the System, subject to the terms and conditions of this Agreement; and

WHEREAS, SiFi plans to allow the City to use the System for governmental internal data communication and non-retail purposes, subject to a separate agreement to be negotiated in good faith between the Parties, at a rate substantially less than current market rate.

NOW, THEREFORE, in consideration of the mutual obligations of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

SECTION 1

1. Definition of Terms.

1.1 **Terms.** For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below.

"Access" means facilitation of all necessary City permits encroachments and/or license and/or lease agreements for specified areas within the Public Way.

"Boundary" means the legal boundaries of the City as of the Effective Date.

"Cabinets" means above ground enclosures placed within the Public Way for the protection of active and passive equipment for the provision of Service throughout the System and as further described in Exhibit A.

"Chambers" means underground enclosures placed within the Public Way facilitating access to the active and passive equipment for the provision of Service throughout the System.

"Commencement Date" means the date that Substantial Completion, as that term is defined herein, of the System has been achieved.

"Construction" means breaking ground for the installation of the System.

"Construction Contractor" or **"Contractor"** means the construction company(ies) performing the physical work of installing the System.

"Drop" means the fiber optic cable run from the System at the edge of the Public Way or the Fiber Access Box ("FAB") or the Toby Box (as each is described in Attachment 1) in the Public Way, as the case may be, to the Premises Wall.

"Excavation and Right-of-Way Encroachment Policy" means those policies, including the (i) City's Encroachment Permit Application and Standard Conditions (ii) and Fiber Optic Cable Plan Check documents, as they apply as of the Effective Date, which set forth the procedures, standards and conditions under which the Escondido City Engineer will issue permits for the installation, construction, excavation, inspection, maintenance and/or repair, or other work performed in connection with underground, overhead and surface-mounted utility facilities located or proposed within the public rights-of-way.

"Facility" means the secure spaces that the City agrees to make available to SiFi during the Term for the installation of Shelters and Cabinets.

"FOCUS" means SiFi's trademarked FOCUS™ system including the patented Wastewater Fiber Technology, know-how and other proprietary rights, comprising, among other things, a combination of blown fiber, aerial, wastewater and other conventional techniques to enable multi gigabit technologies.

"FON" means SiFi's fiber optic network built by utilizing a combination of blown fiber, aerial, wastewater and/or other conventional techniques, which may also include FOCUS™ design, as well as electronics to enable multi gigabit technologies.

"Home" means a residential single-family dwelling, or a residential single dwelling unit located within a Multiple Dwelling Unit, located within the Boundary.

"Multiple Dwelling Unit" means an apartment building or other building containing more than four dwelling units located within the Boundary.

"Microtrenching" means the process of cutting a trench with a dry cut machine and reinstated with cementitious slurry fill as further described in Section 4.1.1, and according to the requirements of the City's Excavation and Right-of-Way Encroachment Policy, which Policy shall take precedence in the event of any conflicts.

"Pass" or **"Passes"** means the duct or Chamber as parts of the System has reached to the curbside of a residential Primary Premise, or the engineered point at or near a commercial Premises from which a Drop can be connected.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, whether for profit or not for profit, but shall not mean the City or SiFi.

"Premises" means a Home, Multiple Dwelling Unit, office, other public and private building, and City infrastructure asset located within the Boundary.

"Premises Wall" means the exterior of an outside wall of a Premises to which the fiber optic cable can be terminated.

"Primary Premises" means all Premises within the Boundary as of the Effective Date but excluding any Premises which SiFi cannot connect to (i) because of a lack of a right to access and use of the Public Way due to the City not possessing the right, title, interest or authority to permit SiFi to use and occupy the Public Way in order for SiFi to access such Premises, or (ii) because SiFi lacks a right to access to any non-City owned property within the Boundary in order to access such Premises, or (iii) because the incremental material cost to connect such Premises would be at least ten percent (10%) higher than the average cost to connect SiFi-accessible Primary Premises within the Boundary, or (iv)) where such Premises already have a pre-existing fiber service available to them and do not desire SiFi to connect such Premises. SiFi shall not be required or obligated to make the System available to such Premises described in (i) through (iv) in this definition, and Substantial Completion determination shall not be impacted as a result.

"Public Way" shall mean the surface of, and the space above and below, any now existing or future: public street, road, highway, parkway, driveway, freeway, lane, path, court, sidewalk, bridge, alley, boulevard, traffic signals, lamp post, public way, or other public right of way or easement, including public utility easements, dedicated utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by, granted or dedicated to or under the jurisdiction of the City within the Boundary. For the avoidance of doubt, the term "Public Way" shall also mean any easement now or hereafter held by the City within the Boundary for the purpose of public travel, or for utility or public service use dedicated for compatible uses and shall include all other easements or rights of way held by the City within the Boundary over which it may lawfully grant this right.

"Service" means internet, voice, data, and video service or any combination thereof, provided by a Service Provider over the System.

"Service Providers" means any entity who enters into a contract with SiFi to provide Services over the System.

"Shelter" means the above ground facility housing System equipment as further described in Section 4.2 and in Exhibit A hereto.

"Subscribe" means an agreement to receive from a Service Provider.

"Subscriber" means any Person (which for purposes of this definition shall include the City) who has entered into an agreement to receive or otherwise lawfully receives Service.

"Substantial Completion" means the date on which, the System has been installed such that it Passes the addresses of each of the Primary Premises and the System is capable of providing Service to each such Primary Premises (but for the lack of a Drop) or four (4) years post Construction being commenced, whichever event occurs first; provided, however, in the event that Substantial Completion is deemed to have occurred due to the expiration of four (4) years post Construction being commenced, SiFi shall use commercially reasonable efforts to complete, subject to the conditions in the proviso above, such construction as is necessary to provide Service to all Primary Premises within a commercially reasonable time.

"System" means all parts of the FON system under and above ground in the City that is designed to support the delivery of Service to Subscribers, including the fiber optic cable and its component parts and appurtenances, and the other cables, wires, components, facilities, Cabinets, ducts, conduits, connectors, Shelters, Chambers, fiber access boxes, appliances, splitters, attachments, and other property, equipment, components, materials, apparatus and appurtenances to the FON system.

"Work Zone" means an area within the Boundary that is subject to a separate permit for installation of a portion of the System.

SECTION 2

2. Grant of Authority.

2.1 Grant of Permission.

2.1.1 **SiFi Permission to Use Public Way.** To the extent allowed by law, and subject to the City's authority to manage the Public Way for the benefit and convenience of the public, the City hereby authorizes SiFi to erect, install, construct, repair, replace, reconstruct, maintain, operate or retain the System in, on, over, under, upon, across, or along any Public Way, including wires, cables, facilities, Cabinets, components, materials, apparatus ducts, conduits, connectors, vaults, fiber access boxes, appliances, splitters, pots, attachments, and other related property or equipment as may be necessary or appurtenant to the System, within the Boundary, and all extensions and additions thereto. Subject to City approval of the applicable permit and final engineering design, SiFi shall be responsible to submit for approval the proposed final engineering design and location, including but not limited to depth, width, and height, of all equipment and other parts of the System. Both Parties agree to cooperate during the design and permitting process and SiFi acknowledges and agrees that the City has final discretion and authority to approve any proposed designs, approve equipment to be permanently installed in the Public Way, and issue any requested permits, each of which shall not be unreasonably conditioned, withheld and/or delayed and subject to Section 2.5 below. Notwithstanding the foregoing, installation of the System and use of the Public Way is subject to the applicable permit for a specific Work Zone.

2.1.2 **Removal or Abandonment of the System upon Termination of Agreement.** Upon the expiration or termination of this Agreement, SiFi shall remove any above-ground portion of the System and shall reimburse the City for any costs associated with SiFi's failure to adequately remove the System or restore City property to its original condition, minus reasonable wear and tear. Upon the expiration or termination of this Agreement, SiFi shall either remove from, or abandon in place, all or any subsurface portion of the System in the Public Way. Any part of the System not removed by SiFi upon expiration or termination shall be deemed abandoned by SiFi as described in this Agreement and may become the property of the City, if so elected by the City in its sole discretion. If the System is abandoned and the City elects not to take ownership of it, SiFi shall remain responsible for and agrees to defend and indemnify the City against any and all costs, claims or damages associated with the System.

2.2 **Term of Agreement.** This Agreement shall become effective upon the execution and delivery of this Agreement by the Parties (the **"Effective Date"**). The term of this Agreement shall commence on Commencement Date and run until midnight on the date that is thirty (30) years after the Commencement Date (the **"Initial Term"**). Following the Initial Term,

and subject to the System operating in accordance with this Agreement, this Agreement shall automatically renew for two additional terms of thirty (30) years each commencing on the thirtieth (30th) anniversary and on the sixtieth (60th) anniversary of the Commencement Date, respectively (each, a "**Renewal Term**," and, collectively with the Initial Term, the "**Term**") unless SiFi provides written notice to the City of its intent not to renew at least one hundred eighty (180) days prior to end of the Initial Term and thereafter at least one hundred eighty (180) days prior to end of the first Renewal Term. If SiFi elects to not renew this Agreement, the provisions of Subsection 2.1.2, above, will govern the disposition of the System.

2.3 **License**.

(i) City hereby grants and conveys to SiFi, and its licensees, successors, lessees, transferees, and assigns, a revocable exclusive license ("**License**") to enter and occupy portions of the City's Public Way and/or City-owned land including for up to three (3) specific locations for Facilities as further described in Section 4.2, which locations will be mutually agreed upon in good faith between the City and SiFi (the "**License Area**"), for the purposes of erecting, installing, constructing, operating, repairing, replacing, reconstructing, removing, maintaining, using and retaining said System, including, without limitation, wires, cables, ducts, conduits, connectors, vaults, handholes, handhole covers, fencing, appliances, splitters, attachments, and other property, equipment, components, materials, apparatus and appurtenances to the System and the Facilities (the "**Improvements**"). This License is subject to easements, covenants, conditions, and regulations in existence as of the date hereof, as well as the City's authority to manage the Public Way for the benefit of the public. SiFi must obtain all necessary permits to install the Improvements.

(ii) SiFi shall not make any alterations to the License Area or the Improvements without the City's prior written approval. SiFi shall be responsible for all costs incurred in any such alterations. All construction, installation, maintenance and repair of the License Area shall be conducted so as to not interfere with, and shall be subordinate to, City's use and operation of the Public Way. The installation of the System and alterations by SiFi in the License Area shall be completed by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, and free from any liens for labor or materials. Any damage to the License Area resulting from or in connection with the exercise of SiFi's rights hereunder shall be corrected within a reasonable time by SiFi at its sole cost and expense.

(iii) SiFi will maintain the Improvements in accordance with this Agreement and the City's Excavation and Rights-of-Way Encroachment Policy.

(iv) SiFi shall not install or construct any other structures or improvements other than the Improvements and associated appurtenances described herein and noted on the approved permit plans.

(v) The Improvements installed within the License Area by SiFi shall be made at no expense to City. SiFi shall be responsible, and assume all costs, for any relocation or protection of any part of the System in the event the relocation or protection of the System is necessary due to changes in any Public Way at any time during the term of this Agreement.

(vi) City shall, except for emergencies, provide prior written notice to SiFi of any modifications to, or alterations of, the License Area. SiFi acknowledges the City has a

Pavement Management Program that consists of Full Depth Reclamation, Grind and Overlay and Slurry Seal treatments, and that the City has several storm drain, water, recycled water and wastewater (wet utility) projects, inclusive of lateral connections and service connection. SiFi acknowledges this type of work may be to a depth greater than the installation depth of SiFi's infrastructure, and, as such, acknowledges its duties and responsibilities to relocate, at its own expense, any and all infrastructure affected by the City's street maintenance or wet utility projects.

(vii) City, its agents or assigns, or any utility company, or City franchisee, may at any time, enter upon the License Area, except for the Shelter locations, covered by this Agreement for the purpose of installing, maintaining, relocating, altering, enlarging, repairing, or inspecting any utility, facility, or public work thereon; provided that if the Parties have entered an agreement for the City's use of the System, as described in Section 2.8, the City will require its contractors and agents to indemnify SiFi, as a third party, for any damages to the System, Improvements and Facilities caused by the negligence of the City contractors or its agents.

(viii) Subject to the below, SiFi shall restore or cover the cost to restore, in its discretion, damaged or disturbed surfaces or underground utilities at or adjacent to the License Area to substantially the same as the original condition. Restoration shall be carried out immediately after construction or as otherwise reasonably directed by the City as provided for in the permit. Any damage not repaired by SiFi or its contractors, but excluding repairs performed by other third parties, to the reasonable satisfaction of the City shall be a cause to suspend any construction operations on the System within the City's limits until the unsatisfactory repairs are completed to be reasonably satisfactory to the City or termination of this Agreement pursuant to Section 8 below. Where SiFi or its contractor use microtrenching and such microtrenching directly results in cracking of the surrounding roadway emanating from the microtrench of the existing roadway creating loose pieces of roadway larger than 1 inch then such loose pieces will be removed and the affected area will be restored with cementitious slurry fill and over band seal. Specific details for repair of floating islands of pavement of 12-24" wide will be included in the project plans that may include 2" grind of pavement and asphalt concrete overlay.

(ix) SiFi will provide City with not less than thirty (30) spray cans with Cabinet matching color paint, which the City can use to spray paint over any graffiti on any Cabinet. SiFi shall also provide product information for the Cabinet matching paint color such that the City may secure additional paint if needed. If City is unable to remove or cover such graffiti, City may request SiFi's assistance by providing written notice and SiFi shall use commercially reasonable efforts to remove the graffiti within fourteen (14) days of such notice. Should such graffiti not be removed by SiFi or its contractor to the satisfaction of the City within said fourteen (14) days, the City may cause the graffiti to be removed and may submit an itemized statement to SiFi of the costs incurred by the City for such removal. Upon receipt of a demand for payment by City, SiFi must reimburse City for those costs within thirty (30) days of receipt of the invoice.

(x) The System and all of its parts and components which are installed and constructed by SiFi in the License Area shall at all times be and remain the property of SiFi, except as otherwise provided for herein.

(xi) Subject to City's right and authority to manage the Public Way, and as may be provided for or allowed by any issued construction or encroachment permit issued under this Agreement, City shall not install or construct, or permit the installation or construction of, any structures, improvements or obstructions on or over the License Area that unreasonably interferes with SiFi Network' access to, use and possession of the License Area, nor shall City otherwise

unreasonably impede, disturb, interfere with, or restrict, SiFi's access to, use and possession of, the License Area.

2.4 **Exclusivity.** Until after the first anniversary of the Effective Date, and only to the extent allowed by law, and provided that the Parties have entered into an agreement for the City's use of the System as described in Section 2.8, the City shall not solicit any third party regarding any competing fiber optic cable system within the City's Boundary, subject to any obligation or requirements imposed upon the City in its capacity as a land use authority under federal or state law or regulation. Notwithstanding the above, the City may allow installation of fiber optic cables by any franchisee of the State's Public Utility Commission, an established internet service provider with an existing franchise agreement with the City as of the Effective Date, with the State to operate within the City, or as otherwise required by law.

2.5 **Efficient Permitting Process.**

2.5.1 During the Term, the City will use its best efforts to provide efficient and diligent good faith review of all applications for permits by SiFi and/or its contractors, to the extent reasonably possible and to the extent permits are necessary, including permits or other necessary items for construction work on the System within the Public Way. SiFi agrees to reimburse the City for additionally incurred review costs including the temporary hiring of: a permit technician to process the permits, a utility engineer to review and approve plans in accordance with City Policies and requirements, and a construction manager/inspector to manage the inspection process for the City in connection with this expedited permitting process. Conditioned upon SiFi's reimbursement of the City's costs pursuant to Section 2.6, and subject to sufficient staffing levels, the City agrees to process and will endeavor to meet the timeframes below in connection with all applications for permits by SiFi and/or its contractors in connection with this Agreement:

(i) Within two (2) business days of submittal by SiFi and/or its contractors of an application or other request for a permit in connection with this Agreement, the City will provide written acknowledgment to SiFi and/or its contractor confirming receipt of such submittal; and

(ii) Within five (5) business days of submittal by SiFi and/or its contractors of an application or other request for a permit in connection with this Agreement, the City will either acknowledge in writing that such application is properly submitted and complete, or in the event such application is not properly submitted and complete, provide SiFi and/or its contractors with a detailed written explanation of any deficiencies. Upon curing any such deficiencies, the City will undertake an expedited review of the application per the timelines specified herein; and

(iii) Within fifteen (15) calendar days of a reasonably sufficient submittal by SiFi and/or its contractors of an application or other request for a permit in connection with this Agreement, the City will provide written notification of initial review and provide in writing to SiFi and/or its contractors a detailed explanation of any additional information needed for the City to complete its review process. In the event no additional information is needed, the City shall so notify SiFi and/or its contractors in writing; and

(iv) Within twenty-one (21) calendar days of a sufficient submittal by SiFi and/or its contractors of an application or other request for a permit in connection with this

Agreement, the City will provide final approval and issue any necessary approval or permits to SiFi and/or its contractors. In accordance with applicable City policies and procedures, permits shall be issued by Work Zone; however, SiFi shall be allowed to submit permits for and construct multiple Work Zones simultaneously, subject to the City Engineer's approval, which shall not be unreasonably withheld, delayed or conditioned.

2.5.2 The engineering details provided in Exhibit A are the typical details that may or may not change during the final engineering design process.

2.5.3 Nothing herein shall be construed as a promise, warranty, or guarantee of approval of any permit, license, or other land use approval which may be required.

2.5.4 SiFi is responsible for obtaining all other Agency or Public Utility permits or rights-of-entry permits outside of the purview of the City. Neither Party shall be held liable for delays caused by other agencies' or parties' permitting requirements.

2.6 Processing Fees. Prior to the submittal of the first permit application by SiFi, and pursuant to City policy and standards, the City and SiFi will enter into an agreement to establish a Developer Deposit Account ("DDA") to cover the cost of plan review, inspection, staff time, construction management, and the cost of efficient and timely water and wastewater utility markings by the City within, but no later than, three (3) business days from SiFi's request for such markings. The City will notify SiFi in writing to replenish the DDA once the account reaches the threshold specified in the agreement. The initial deposit for the DDA will be set forth in the agreement at the time of signing.

2.7 Fees, Expenses and other Charges. Except as expressly set forth herein, each Party shall bear and be responsible for all of its own costs, fees and expenses incurred in executing and performing this Agreement. The City agrees that City bonding and insurance requirements may be satisfied by bonds and insurance coverage provided as part of the encroachment permit application and supplied by the Construction Contractor (as principal) performing the construction of the System. Such bonds and insurance documentation to be supplied prior to the start of Construction. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 2.7 will survive expiration or termination of this Agreement.

2.8 Use Agreement. Within six months of the Effective Date, the Parties agree to commence negotiations in good faith regarding terms for the City's use of the System for governmental internal data communication and non-retail purposes at rates substantially less than current market rates.

SECTION 3

3. The System.

3.1 System Description. SiFi will install the System within the Boundary using the Public Way and shall use good faith efforts in order to install the System in unincorporated San Diego County areas located within the Boundary. As part of the System, SiFi will deploy a 10Gbps XGSPON fiber optic cable network, throughout the Boundary. It shall begin from the Shelter to the applicable Cabinet in the Public Way and then connect to the private Premises Wall for each applicable Primary Premise. Service providers connecting the System will be able to set

symmetrical baseline internet speeds of up to ten (10) Gbps to retail subscribers. The City acknowledges and agrees that SiFi has the right to install the System within the Boundary using the Public Way in order to make the delivery of Service over the System available to all Primary Premises within the Boundary, subject to the terms and conditions of this Agreement. The Parties acknowledge and agree that there is no agreed design or configuration of the actual location of the System within the Public Way at this time and that SiFi shall submit such designs specification, plan and associated details to the City for approval when ready. The City will work with SiFi to approve the physical location of the fiber optic cable and other equipment and components of the System in, on, over, under, upon, across, or along the Public Way and from the Public Way to the Premises Wall.

3.2 Certain Permit Rights and Obligations. SiFi is deemed to have approval to locate the System within the Boundary, subject to applicable permits including but not limited to encroachment, licenses, or other forms of plan review and approval or authorization necessary to construct, install, operate, maintain, replace, reconstruct, or repair the System, or any part thereof, during the term of this Agreement and any extensions. Construction and installation of the System shall be performed in a safe manner using materials of good quality. City will not issue additional permits if SiFi remains in an uncured material breach of this Agreement. Unless approved by City Engineer, all permits shall provide for and allow SiFi and its contractors operational hours as described in Section 3.3 below. SiFi will adhere to all City building code and other applicable City requirements; provided, however in the event of an inconsistency or conflict between the permission granted to SiFi pursuant to this Agreement and a City building code provision, the City building code provision will be interpreted in a manner that supports the objectives and intent of this Agreement.

3.3 Working Hours. City agrees SiFi's contractors working hours are Monday through Friday from 7:00 AM to 5:00 PM on residential streets; provided that, work will be performed as specified below:

- 7AM - 9AM Toolbox talks / Prep / Move to site, etc.
- 9AM - 3PM Microtrenching / Reinstatement/Handholes / Laterals, etc.
- 3PM - 5PM Site clean-up, etc.
- 5PM off-site. All material stockpiles, equipment, and contractor equipment to be completely removed from the public right-of-way by 5 p.m.
- Arterial streets work hours are limited from 9AM to 3PM.
- Work within 1,000 feet of a School Zone subject to review and approval of City Engineer.
- Work on Saturdays and City Holidays requires City pre-approval and if approved may be allowed between the hours of 9AM to 3PM to perform punch list repairs and other clean-up activities only.

SECTION 4

4. Construction and Facilities.

4.1 The City acknowledges that SiFi and its contractors intend to use varying construction techniques for the System Construction and deployment, which may include any of the following, and which shall comply with the City's Excavation and Right-of-Way Encroachment Policy:

- (i) traditional open trench and/or directional boring;
- (ii) slot cut Microtrenching as set forth in the specifications set forth in Exhibit A to this Agreement;
- (iii) the use of a ground penetration radar system as the primary method for identifying underground utilities prior to any Microtrenching;
- (iv) techniques ancillary or related to the foregoing.

Subject to review of each Work Zone permit, or sub-permits as may be required, the City hereby approves each of the above referenced construction methods and the specifications in Exhibit A and agrees to work cooperatively with SiFi in reviewing all other potential construction methods and System locations in the event of conflict with the City's Excavation and Right-of-Way Encroachment Policy.

4.2 Location of Equipment/Facilities.

4.2.1 **Facilities.** During the Term, the City shall provide SiFi, as needed, with access to and use of the Facilities for the installation and operation of up to three (3) SiFi's Shelters (enclosed area of approximately one thousand (1,000) square feet per location for each Shelter) subject to a separate lease, easement or another suitable agreement to be negotiated in good faith between the parties including payment by SiFi of fair market value for the use and occupancy of each such Shelter Facility on City-owned land.

4.2.2 **Shelters and Cabinets Locations.** SiFi will identify and provide to the City a selection of suitable sites, which the City and SiFi agree to cooperatively review. However, City has sole and absolute but reasonable discretion to reject a proposed location; provided that, the City will use reasonable efforts to offer suitable alternative locations. SiFi agrees to provide engineering designs including intended locations of the Shelters and Cabinets required for the System to the City prior to Construction in accordance with City's permitting process.

SECTION 5

5. Oversight and Regulation by City.

5.1 **Oversight of Construction.** In accordance with applicable law, the City shall have the right to oversee, inspect and approve the Construction of the System in the Public Way.

5.2 **Compliance with Applicable Laws and Orders.** SiFi shall, at all times during the Term, be subject to and comply in all material respects with all applicable federal, state and local laws and orders from government agencies and courts of competent jurisdiction.

SECTION 6

6. Insurance.

6.1 SiFi and its contractors shall procure and maintain from the date of start of Construction for the duration of the term of the Agreement, appropriate insurance for the services SiFi or its contractor performs, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the SiFi, its agents, representatives, employees, or subcontractors.

6.2 **Minimum Scope and Limit of Coverage.** Coverage shall be at least as broad as:

A. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Coverage shall include blanket contractual liability and broad form property damage, premises, operations, explosion, collapse, underground hazard (commonly referred to as "X", "C" and "U" coverages

B. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

C. **Workers' Compensation:** Workers Compensation insurance as required by the State, with Statutory Limits, and Employers' Liability insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.

D. **Excess Liability Insurance.** In an amount not less than Five Million Dollars (\$5,000,000.00) applying in excess over all limits and coverages noted in paragraphs A, B and C above.

E. **Professional Liability.** Professional Liability with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.

F. **Pollution:** Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If the services involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors

Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

If the Contractor or SiFi maintains broader coverage and/or higher limits than the minimums shown above for all policies in paragraphs A through F inclusive, above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor or SiFi. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City to the extent necessary to cover any actual damages suffered by the City.

6.3 **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. At the option of the City, SiFi shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or SiFi shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6.4 **Other Insurance Provisions:**

A. **Additional Insured.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of SiFi including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of SiFi. General liability coverage can be provided in the form of an endorsement to the SiFi's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

B. **Primary Insurance.** For any claims related to this project, SiFi's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the SiFi's insurance and shall not contribute with it.

C. **Notice of Cancellation.** SiFi shall provide prompt written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, SiFi shall forthwith obtain and submit proof of substitute insurance.

D. **Builder's Risk (Course of Construction) Insurance.** SiFi may, if requested by the City, submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure,

machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

E. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

F. Waiver of Subrogation. SiFi hereby agrees to waive rights of subrogation which any insurer of SiFi may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

G. Verification of Coverage. SiFi shall furnish, upon request, the City with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before the date of the start of Construction. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

H. Contractor/Subcontractors. SiFi shall require that the Contractor and all subcontractors maintain insurance meeting all requirements stated herein, as applicable to the scope of their respective services, and SiFi shall require the Contractor and all the subcontractors to list City as an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

I. Special Risks or Circumstances. City reserves the right to modify, at any time, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

J. Maintenance Obligation. From the Commencement of Construction and throughout the Term of this Agreement, SiFi, and its successors and assigns, shall be obligated to maintain and restore the condition of the Public Way directly impacted by the Construction of the System and such obligation shall be supported by cash in escrow, subject to a mutually agreed escrow agreement, in an aggregate annual amount of not less than one million dollars (\$1,000,000.00) and following Substantial Completion as determined by the City, SiFi shall maintain a cash account managed by the City of not less than fifty thousand dollars (\$50,000), which shall be subject to said escrow agreement or subject to a separate escrow agreement, as the case may be. SiFi may replace the initial one million dollars (\$1,000,000) cash in escrow with either: (i) a maintenance bond in accordance with the City's bonding requirements, or (ii) an irrevocable letter of credit from a financial institution approved by the City.

SECTION 7

7. Parties' Obligations.

7.1 **Obligations of the City.** In addition to all other duties and obligations contained elsewhere in this Agreement, City has the following duties and obligations:

(i) Provide a single point of contact ("**SPOC**") for SiFi, which SPOC will be responsible to address all issues related to the System, providing coordination with and act as a liaison to City departments, and serving as a communication and troubleshooting resource for SiFi.

(ii) To the extent feasible, offer the full cooperation of all City departments with respect to relevant issues with respect to the System. Such cooperation will be supervised by the SPOC.

(iii) Participate in regular status meetings for the coordination of all matters related to the System.

(iv) Provide efficient and diligent, as specified in Section 2.5, good faith review of all applications for permits submitted by SiFi or its representatives or contractors, including permits or other necessary items for construction work on the System within the Public Way.

(v) In the event emergency repairs by the City or its contractors in the Public Way are necessary, coordinate the repairs with SiFi, any utilities or other users of the Public Way, in order to facilitate prompt repairs, such coordination to be supervised by the SPOC and the SPOC shall keep SiFi continually apprised of the status of such repairs.

(vi) Except in case of emergency, City will provide SiFi with a least thirty (30) days advance notice of any work in the Public Way that requires the relocation of the System. In addition, where feasible, the City will provide SiFi with an opportunity to access the System at the time of the excavation in the Public Way by others.

(vii) City shall and shall require its contractors to exercise reasonable care when performing work in the Public Way to protect SiFi's System, and City shall be liable to SiFi for any damages to the System resulting from City's or its contractors' negligence or willful misconduct; provided, however, that City shall have no liability for damages resulting from inaccuracies in the as-built drawings provided by SiFi pursuant to Section 7.2(iv).

(viii) City agrees that SiFi shall have the right, subject to the terms and conditions herein, to construct and maintain the System on recently resurfaced public streets.

(ix) City hereby agrees that access to and from the FAB and/or or Toby Box to extend the Drop to a Premise does not require permits from the City.

7.2 **Obligations of SiFi.** In addition to all other duties and obligations contained elsewhere in this Agreement, SiFi has the following duties and obligations:

(i) Work closely with the SPOC of the City and relevant City departments with respect to the construction of the System.

(ii) Comply with all requirements of City for permit and Public Way use applications, to the extent they may be required.

(iii) Maintain or provide for the maintenance of the System.

(iv) To comply with all state, federal and local laws relating to economic sanctions in response to Russia's actions in Ukraine including, but not limited to, California Governor Gavin Newsom's Executive Order (EO) N-6-22 and the U.S Department of Treasury sanctions referenced therein.

(v) Provide to the City the following, upon its prior written request but no more on an annual basis, unless specifically identified below, the following:

(a) All initial drawings as GIS data files (as defined in the City of Escondido GIS Data Standard) along with a Project Report (as defined in Section 4.5 of the City of Escondido GIS Project Requirements);

(b) Weekly/monthly/quarterly updated GIS data files, along with an updated Project Report as defined in Section 4.5 of the City of Escondido GIS Project Requirements);

(c) "Redline" drawings (as defined in Section 4.5 of the City of Escondido GIS Project Requirements) of other City assets that are different to an approved permit;

(d) Email and phone support for GIS data transfer efforts, redline asset edit advisories, and the QAQC of GIS data (as defined in Section 3.2 of the City of Escondido GIS Project Requirements); and

(e) Reimbursement via the DDA referenced in paragraph 2.6 for GIS data transfer costs, including the temporary hiring of a GIS Technician to process the incoming GIS data, if required;

(vi) SiFi and its contractors shall register with the State's safe excavation notification system.

(vii) When work to be performed by the City or its contractors is reasonably required to be within two inches (2") radius from the SiFi System in accordance with industry standards ("**Conflict**"), City shall provide SiFi with not less than sixty (60) days written notice of such Conflict, except in case of emergency, and City shall provide all reasonable accommodations including excavating to the SiFi impacted facilities as reasonably requested by SiFi to allow and facilitate coordination with the City contractor in order for SiFi to protect, or to temporarily or permanently relocate the impacted portion of the System; provided that, SiFi shall bear the direct reasonable cost for additional delays or costs incurred by the City for such Conflict work, and City will not be liable to SiFi for any resulting damages to the System.

If, after its receipt of a Conflict relocation notice per the preceding paragraph, SiFi fails or refuses to relocate, within the time period identified in such notice, its facilities located in, on, upon, along, under, over, across or above any Public Way or to pave, surface, grade, repave, resurface or regrade as required, pursuant to any provision of the Agreement, the City or other public entity may cause the work to be done and will keep an itemized account of the entire cost thereof, and SiFi shall hold harmless the City, its officers and employees from any liability, claims or damages which may arise or be claimed to arise from the moving, cutting, or alteration of any of SiFi's facilities, or the turning on or off of water, oil, or other liquid, gas, or electricity. In addition, SiFi agrees to, and shall, reimburse the City for such cost within forty-five (45) days after presentation to SiFi of an itemized account of such costs.

(viii) SiFi shall be solely responsible for all repairs, maintenance, and adjustments to the System; provided that City will require its contractors and agents to indemnify SiFi, as a third party, for any damages to the System, Improvements and Facilities caused by City contractors or its agents.

(ix) SiFi and/or SiFi's contractors will provide the following response times in connection with repairs based upon one of the following categories:

(1) Non-life-threatening Emergency Response ("NON-LTER")

(a) Description: Curb and gutter projects, and utility (including telecommunications) projects requiring relocation, repair, or replacement that are impacted by the SiFi System and/or may impact the SiFi System, provided that any such NON-LTER repair is subject to the then current California Dig Safe laws and regulations, and all other applicable laws and regulations.

(b) SiFi response time: On-site within five (5) days.

(2) Life Threatening Emergency Response ("LTER")

(a) Description: Break or hit in the main gas, main electric, main water, or main sewer or storm line in the Public Way that has an immediate and direct impact to the traveling safety of the public in or around the Public Way, and wherein the City's ability to implement repairs is impacted by the SiFi System and/or City repairs may impact the SiFi System.

(b) SiFi contractor's response time: On-site within twenty-four (24) hours.

(x) Prior to the date of start of Construction, SiFi shall provide the name and contact information of a representative whose responsibility shall be to field public inquiries or complaints relative to system Construction. This person's contact information shall be included on any Construction notifications disseminated to the public. The person shall be available to answer public inquiries during SiFi's contractor's working hours. SiFi shall inform the City of changes to the designated contact person within five business days of such change.

(xi) SiFi, through its FiberCity® Aid Program, will provide internet service providers ("ISPs") providing services over the System with a reduced wholesale rate to encourage and enable such ISPs, subject to ISPs participation, to provide low-cost gigabit internet service to a number of qualified low-income subscribers, by applying subscriber qualification criteria established by the City in its discretion, not to exceed six thousand four hundred eighty (6,480) of all residential Primary Premises.

(xii) SiFi will facilitate the City's use of the System for governmental internal data communication and non-retail purposes at rates substantially less than current market rates pursuant to the agreement described in Section 2.8.

SiFi recognizes the importance of cyber and network security and strives for continuous improvement in all its systems. Therefore, the security systems and protocols of SiFi's network operators and ISPs are considered in selecting the partners that meet industry standards.

SECTION 8

8. Breach; Rights and Remedies; Termination; Indemnification.

8.1. **SiFi Breach or Default.** In the event the City believes that SiFi has not complied with or is otherwise in default with regard to any material term of this Agreement, the City shall promptly notify SiFi in writing with specific details regarding the exact nature of the alleged noncompliance or default (a "**City Breach Notice**"). The failure to promptly provide such notice, however, shall not act as a waiver of any rights and remedies of the City hereunder unless and only to the extent that SiFi is materially prejudiced by such failure. City agrees that it shall not issue a City Breach Notice and shall not raise any claims for breach against SiFi, if such breach would not have occurred or such claim would not have been raised had the City issued a permit(s) required and when required, when SiFi has provided the reasonably required information for such a permit, to construct the System or any part thereof to SiFi or its contractor(s).

8.1.1 **SiFi's Right to Cure or Respond.** SiFi shall have forty-five (45) days from its receipt of a City Breach Notice (the "**Initial SiFi Cure Period**") to:

(i) respond to the City, contesting the assertion of noncompliance or default and in such event the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) days of SiFi's response, each Party shall be entitled to seek any and all rights and remedies available to it at law or in equity to resolve such contest; or

(ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the Initial SiFi Cure Period, so long as SiFi initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies the City of the steps being taken and the projected date that they will be completed, the Initial SiFi Cure Period shall be extended for a reasonable amount of time to permit such cure but not to exceed ninety (90) days from SiFi's receipt of a City Breach Notice (the "**Extended SiFi Cure Period**") and together with the Initial SiFi Cure Period, the "**SiFi Cure Period**").

8.1.2 **City Rights and Remedies.**

(i) Except as provided in Section 8.1.2(ii), below, which shall control in connection with the events described therein, if SiFi fails to cure any actual noncompliance or default as provided in Section 8.1.1(ii) above within the SiFi's Cure Period, the City may:

(a) seek specific performance of any provision of this Agreement which lends itself to such remedy as an alternative to money damages;

(b) seek money damages from SiFi; or

(c) in the event of the breach of, noncompliance with or default under any material term of this Agreement, terminate this Agreement and seek any and all rights and remedies available to it at law or in equity.

(ii) In the event of termination of this Agreement City shall allow SiFi to continue all network operations necessary to maximize use of the existing FON in accordance with this Agreement. The City shall however have authority over all extensions of the FON in the Public Way. In the event City elects to permit SiFi to continue all network operations, such permission may include mutually agreed and executed amendment of this Agreement, including but not limited to a requirement for additional compensation to be mutually agreed upon by City and SiFi.

8.2 City Breach or Default. In the event SiFi believes that the City has not complied with or is otherwise in default with regard to any term of this Agreement, SiFi shall promptly notify the City in writing with specific details regarding the exact nature of the alleged noncompliance or default (a "**SiFi Breach Notice**"). The failure to promptly provide such notice, however, shall not act as a waiver of any rights and remedies of SiFi hereunder unless and only to the extent that the City is materially prejudiced by such failure.

8.2.1 City's Right to Cure or Respond. The City shall have forty-five (45) days from its receipt of a SiFi Breach Notice (the "**City Cure Period**"); provided that the City Cure Period for a failure of the City to review permit applications and issue a permit(s) necessary to construct the System as required under Section 3.2 (a "**Permit Issuance Breach**") shall be seven (7) days from its receipt of a SiFi Breach Notice to:

(i) respond to SiFi, contesting the assertion of noncompliance or default and in such event the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) days of the City's response, each Party shall be entitled to seek the rights and remedies provided herein; or

(ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the City Cure Period, so long as the City initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies SiFi of the steps being taken and the projected date that they will be completed, the City Cure Period shall be extended for a reasonable

amount of time to permit such cure but not to exceed ninety (90) days from the City's receipt of a SiFi Breach Notice (the "**Extended City Cure Period**"); provided further, however, no Extended City Cure Period shall apply to a Permit Issuance Breach.

8.2.2 **SiFi Rights and Remedies.** If the City fails to cure any actual noncompliance or default as provided in Section 8.2.1(ii) above within the applicable City Cure Period, the City shall not be liable for money damages, and SiFi's sole and exclusive remedies are to:

- (i) seek specific performance of any provision of this Agreement; or
- (ii) terminate this Agreement.

8.3 **Additional Rights to Terminate.**

8.3.1 At any time prior to commencing Construction, SiFi shall have the immediate right, at its option, upon written notice to the City to terminate this Agreement.

8.3.2 A Party shall have the right, at its option, upon notice to the other Party to terminate this Agreement if the other Party becomes (i) insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (ii) subject to any bankruptcy or insolvency proceeding under federal, state or foreign statutes which is not rescinded or dismissed within thirty (30) days.

8.4 **Indemnification.**

8.4.1 SiFi represents and warrants that to the extent of its knowledge it does not require any state and federal regulatory authorizations to construct, operate, maintain and manage the System. SiFi agrees to defend, indemnify and hold the City, its officials, officers, employees free and harmless from any and all claims, demands, penalties or proceedings resulting from any breach of this warranty or in connection with SiFi's compliance with state and federal laws and regulations applicable to installation, maintenance and operation of the System.

8.4.2 SiFi shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner which actually or allegedly arise out of or are incident to any alleged acts, omissions, negligence or willful misconduct of SiFi, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all attorney's fees and other related costs and expenses except where caused by the active negligence, sole negligence, or willful misconduct of the City its officers, officials, employees and volunteers. SiFi shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. SiFi shall pay and satisfy any judgment, award or decree, including an award of attorney's fees, that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. SiFi shall reimburse the City, its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. SiFi's obligation to indemnify shall not be

restricted to insurance proceeds, if any, received by the City its officials, officers, employees, agents or volunteers.

8.5 Limitation of Liability. EXCEPT WITH RESPECT TO SiFi's INDEMNITY OBLIGATIONS UNDER SECTION 8.4, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING ANY LOST SAVINGS OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EQUITY AND DEBT HOLDERS, PARTNERS, EMPLOYEES, CONTRACTORS AND REPRESENTATIVES AND THEIR HEIRS, SUCCESSORS AND ASSIGNS, FROM CLAIMS FOR ANY SUCH DAMAGES. SiFi per occurrence liability under this Agreement shall be limited to the higher of five million dollars (\$5,000,000) or the amount of available applicable insurance coverage. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 8.5 will survive expiration or termination of this Agreement.

SECTION 9

9. Disputes.

9.1 For all claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System which cannot be settled through negotiation, the Parties agree first to try in good faith to settle the matter by mediation in San Diego County prior to commencing litigation.

9.2 All claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, not resolved informally or through mediation shall be decided in a court of law. The sole and exclusive venue for all claims, disputes or controversies arising out of, or in connection within the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, shall be the United States District Court with applicable federal jurisdiction for the City or, if there is no federal court jurisdiction, in San Diego Superior Court, North County branch.

SECTION 10

10. Miscellaneous Provisions

10.1 **Assignment.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and assigns as provided herein. The City shall not be permitted to assign, sell or transfer this Agreement, or its rights and duties under this Agreement, without the prior written consent of SiFi, which consent shall not be unreasonably withheld, conditioned, or delayed. SiFi shall have the right to assign, novate, sell, encumber, or transfer this Agreement and the System or any part thereof, without the consent of the City to SiFi's principal, affiliates, subsidiaries, subsidiaries of its principal or any entity which acquires all or substantially all of the SiFi's assets in the market by reason of a merger, acquisition, or other business reorganization, provided such assignee, purchaser, or transferee (i) has all appropriate licenses, to the extent SiFi's licenses, permits and approvals cannot be assigned or transferred, for the operation, management, and maintenance of the

facilities contemplated herein, and (ii) has sufficient financial resources to fulfill all applicable terms and obligations under this Agreement. At least thirty (30) days prior to the effective date, or as soon as practicable, of any such assignment, sale or transfer, SiFi shall provide City with a fully executed copy of the assignment, sale or transfer document, signed by both SiFi and assignee/purchaser/transferee, indicating the assignee's/purchaser's/ transferee's assumption of all of SiFi's performance duties, liabilities and obligations under this Agreement. SiFi shall not be relieved of its performance duties, liabilities or obligations under this Agreement until City is in receipt, of a fully executed copy of the document evidencing such assignment of the obligations herein and the assignee's/purchaser's/transferee's assumption of SiFi's performance duties, liabilities, and obligations under this Agreement. SiFi may not otherwise assign this Agreement or the System without City's consent, City's consent not to be unreasonably withheld, conditioned, or delayed. Upon any such City-approved assignment, sale, transfer, or novation, SiFi shall be released from all obligations and liabilities under this Agreement from and after the date of such assignment. SiFi shall give the City fourteen (14) days' advance written notice of such assignment, sale, transfer or novation disclosing the identity of the Person to whom it has been assigned, transferred, sold or novated. The City agrees from time to time to promptly deliver (and in no event later than thirty (30) days after request by SiFi) to SiFi an estoppel certificate addressed to the assignee, buyer or transferee designated by SiFi, affirming for the benefit of such buyer, assignee or transferee the following (to the extent that the following are then true): the Agreement is in full force and effect; SiFi is not in default thereunder; and such other matters as such assignee, buyer or transferee may reasonably request.

10.2 Force Majeure. Except as otherwise expressly set forth in this Agreement, neither Party will be held in default under, or in breach or noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this Agreement), where such noncompliance or alleged defaults occurred or were caused by any of the following events (each a "**Force Majeure Event**"): labor strike, riot, war, earthquake, flood, hurricane, health crisis, pandemic, drought, tornado, unusually severe weather conditions, or other act of nature, labor disputes, failure of utility service necessary to construct the System, governmental, administrative or judicial order, or other event that is beyond the Party's reasonable control. Force Majeure Events also include work delays caused by waiting for (i) utility providers to service or monitor their own utility infrastructure on which SiFi's fiber optic cable and/or equipment may be deployed, as well as unavailability of materials and/or reasonably qualified labor to perform the work or (ii) third parties' acts or omissions within the Public Way which materially interfere with the Parties' ability to perform their obligations under this Agreement.

10.3 Notice. All notices and communications hereunder shall be in writing and shall be served upon the other party by hand delivery, nationally recognized overnight delivery service, United States certified mail, return receipt requested, or by electronic mail and addressed as follows:

IF TO THE CITY:
City of Escondido
201 N Broadway
Escondido, CA 92025
Attn: City Engineer
Email: jprocopio@escondido.org

IF TO SIFI:
SiFi Networks Escondido LLC
103 Foulk Road, Suite 500
Wilmington, DE 19803
Email: NOTICES@SiFiNetworks.com

or to such other address as such Party may hereafter specify for the purpose by notice to the other Party in the manner provided in this Section 10.3. All such notices, requests and other communications will be deemed received on the date of receipt if received prior to 5 p.m. on any business day in the place of receipt. Otherwise, any such notice, request or communication will be deemed not to have been received until the next succeeding business day in the place of receipt. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be receipt of the notice.

10.4 **Entire Agreement.** This Agreement, including all Exhibits, embodies the entire understanding and agreement of the City and SiFi with respect to the subject matter hereof. This Agreement supersedes all other agreements whether written, verbal, or otherwise between SiFi and the City with respect to the subject of this Agreement.

10.5 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement (which other terms and provisions shall remain in full force and effect) or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.6 **Governing Law.** This Agreement shall be deemed to be executed in the State and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State as applicable to contracts entered into and performed entirely within the State, irrespective of conflict of laws principles.

10.7 **Modification.** This Agreement shall not be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and SiFi. For the avoidance of doubt, this Agreement cannot be amended or modified orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to amend or modify this Agreement in whole or in part.

10.8 **No Third-Party Beneficiaries.** Nothing in this Agreement or in any prior agreement is or was intended to confer third party beneficiary status on any party or Person not a party to this Agreement including a member of the public.

10.9 **No Waiver of Rights.** Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural that SiFi or the City may have under federal or state law unless such waiver is expressly stated herein.

10.10 **No Rights to the System.** The City expressly agrees that, except as expressly set forth in this Agreement, it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the System, throughout the term of this Agreement. Except as otherwise provided herein, SiFi shall, at all times, retain title to and ownership of the System and all future extensions of the System, and shall have the right to lease the System or parts thereof to a provider of internet, data, voice, video and other services.

10.11 **Representations and Warranties.**

10.11.1 The City represents and warrants to SiFi that: (a) it has full authority (including the authority required by any applicable law, ordinance, rule or regulation) to enter into and perform this Agreement and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby are within the right, power and authority of the City and have been duly authorized by all necessary action on the part of City, (b) this Agreement has been duly executed and delivered by the City and it constitutes a legal, valid and binding agreement of the City enforceable against the City in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity), and (c) the execution and delivery of this Agreement by the City and its performance hereunder and thereunder will not violate any law, ordinance, rule, or regulation applicable to the City.

10.11.2 SiFi represents and warrants to the City that: (a) it has full authority to enter into and perform this Agreement and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby are within the power and authority of SiFi and have been duly authorized by all necessary action on the part of SiFi, (b) this Agreement has been duly executed and delivered by SiFi and it constitutes a legal, valid and binding agreement of SiFi enforceable against SiFi in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity), and (c) the execution and delivery of this Agreement by SiFi and its performance hereunder and thereunder will not violate any law, rule, or regulation applicable to SiFi.

10.11.3 OTHER THAN THE EXPLICIT REPRESENTATIONS AND WARRANTIES MADE BY SIFI TO CITY UNDER THIS AGREEMENT, SIFI MAKES NO REPRESENTATIONS OR WARRANTIES TO THE CITY OR ANY PERSON WITH RESPECT TO THE SYSTEM (OR THE COMPONENTS THEREOF) AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT SIFI MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

10.12 **No Third-Party Contractual Rights.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either SiFi or the City.

10.13 **No Partnership.** Nothing in this Agreement shall be construed to create an employment, partnership, joint venture or agency relationship between the City and SiFi or any

other relationship other than a contractual relationship as expressly set forth in this Agreement. Neither Party shall in any manner act or indicate to any third party that it is acting as the employee or agent of the other Party. SiFi shall at all times remain an independent contractor. Neither Party shall control or direct the day-to-day affairs of the other Party, or their mode or method of performing their respective obligations hereunder.

10.14 **Headings.** The headings and captions of this Agreement are solely for the convenience of the Parties and shall not be deemed to modify or vary any of the substantive terms thereof.

10.15 **Construction.** Each of the Parties acknowledge that each Party to this Agreement has been represented by counsel in connection with this Agreement. Legal or equitable principles that might require the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement and is expressly waived. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Articles, Sections, and clauses are to Articles, Sections and clauses of this Agreement unless otherwise specified. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

10.16 **Counterparts.** This Agreement may be signed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signatures were upon the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10.17 **Further Assurances.** Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to effectuate the purposes and intention of this Agreement.

10.18 **No Waiver.** No provision of this Agreement may be waived unless such waiver is in writing and signed by the Party against whom the waiver is to be effective. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

[Signature Page to Follow]

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

SiFi Networks Escondido LLC

A Delaware Limited Liability Co.

Date: October 17th, 2022



Signature

Scott Bradshaw Authorized Signatory
Name & Title (please print)

APPROVED AS TO FORM:

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

BY: _____

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

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

CITY OF ESCONDIDO

Date: 12/13/2022

Paul McNamara
Paul McNamara, Mayor

SiFi Networks Escondido LLC
A Delaware Limited Liability Co.

Date: October 17th, 2022

Scott Bradshaw
Signature

Scott Bradshaw Authorized Signatory
Name & Title (please print)

APPROVED AS TO FORM:

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

BY: [Signature]

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

EXHIBIT A
SPECIFICATIONS, SHELTERS, CABINETS

EXHIBIT A

SPECIFICATIONS-SHELTERS-CABINETS
FIBER CITY TYPICAL SPECIFICATIONS
9/13/2022

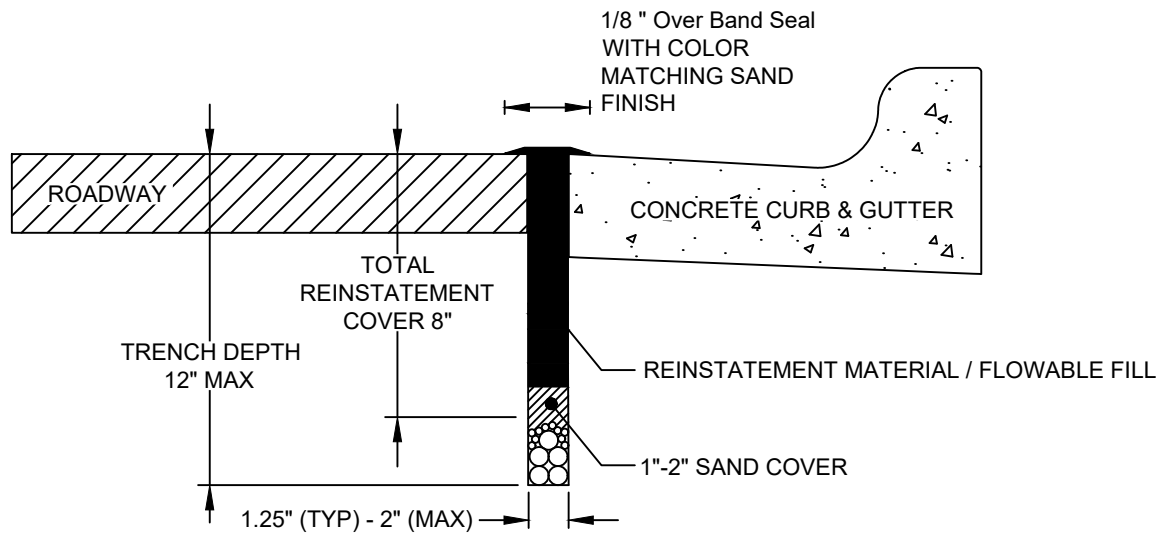


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Attachment "1"

PLAN VIEW
SCALE: NTS



ROADWAY WITH A CURB RETURN

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			

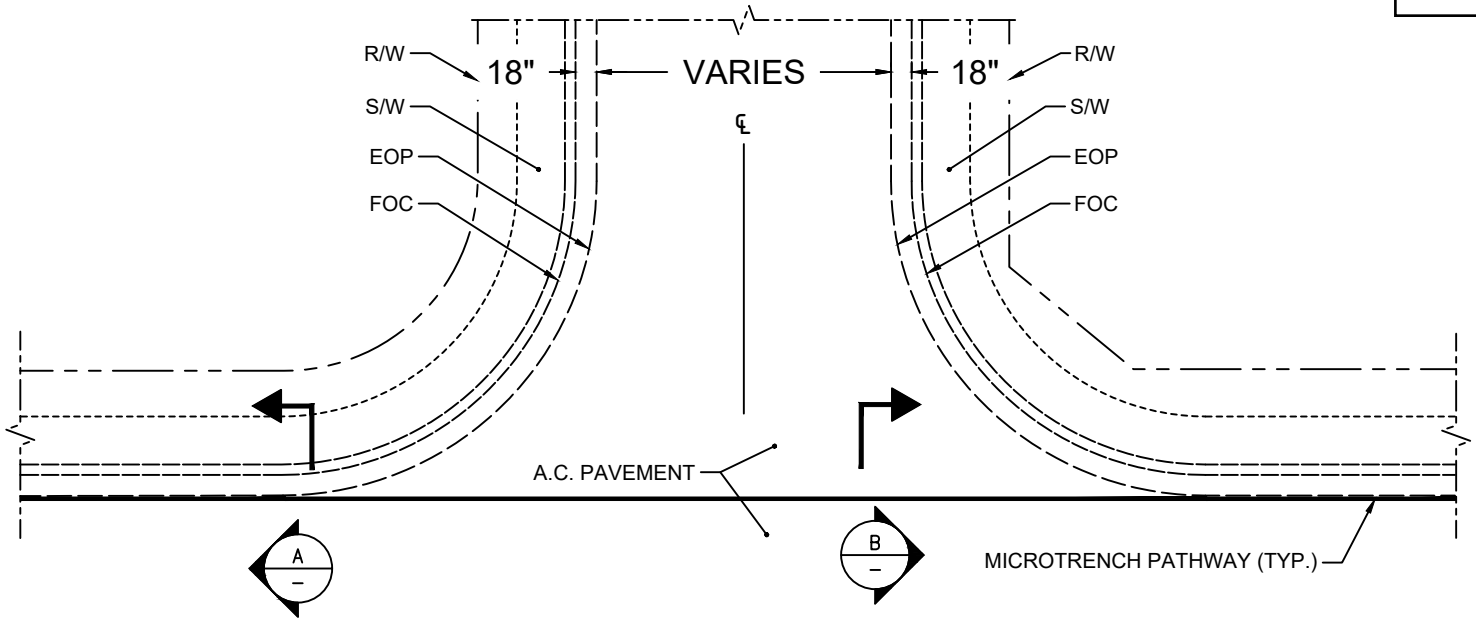


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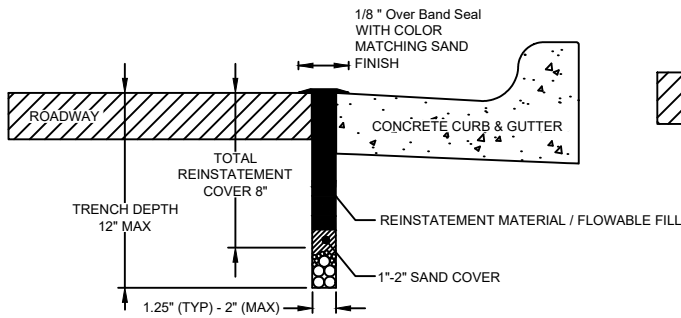
ROADWAY WITH CURB & GUTTER - VARIANT A

Attachment "1"

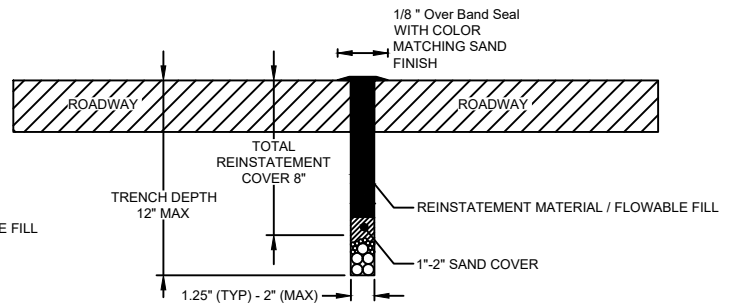
Item 7.



PLAN VIEW

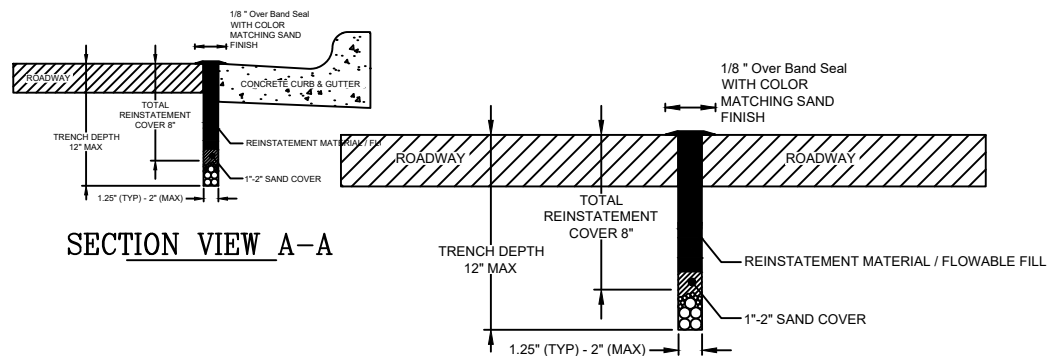


SECTION VIEW A-A



SECTION VIEW B-B

Item7.

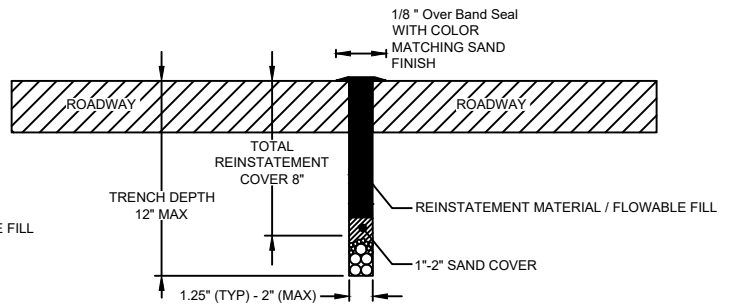
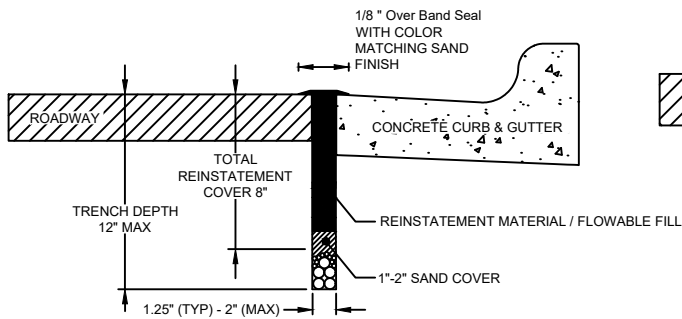
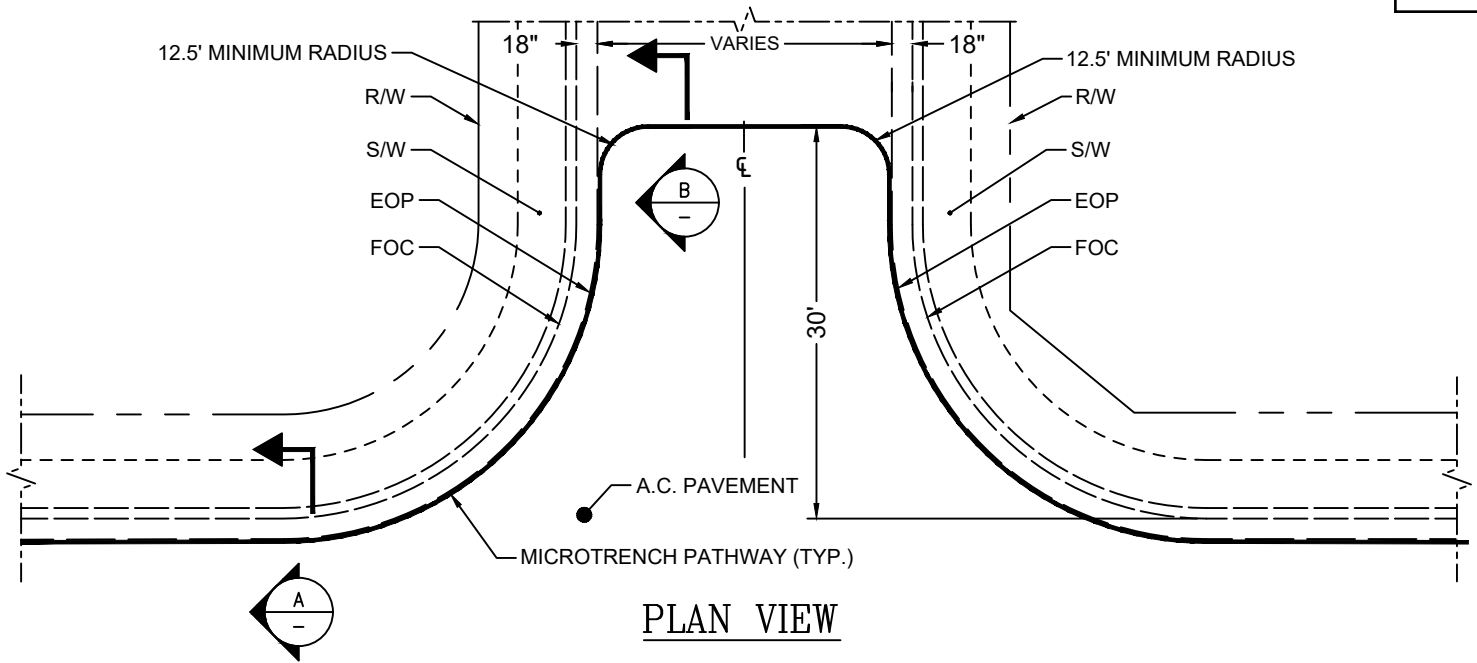


Item7.

ROADWAY CROSSING

Attachment "1"

Item 7.



ROAD

Item7.



NO.	REVISIONS	BY	DATE

STD DWG

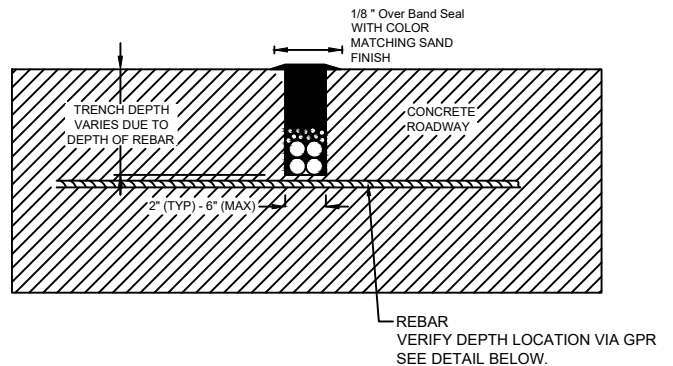
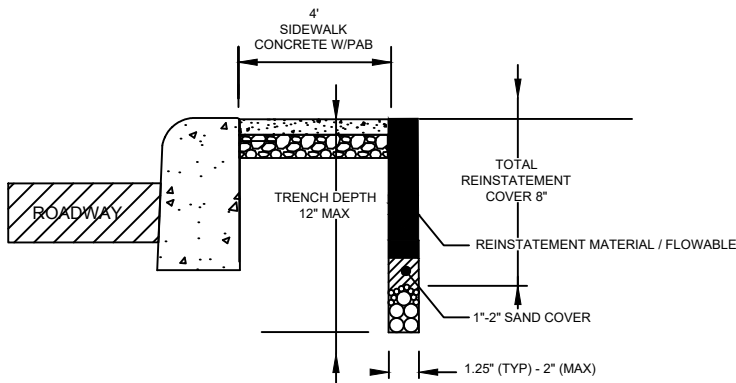
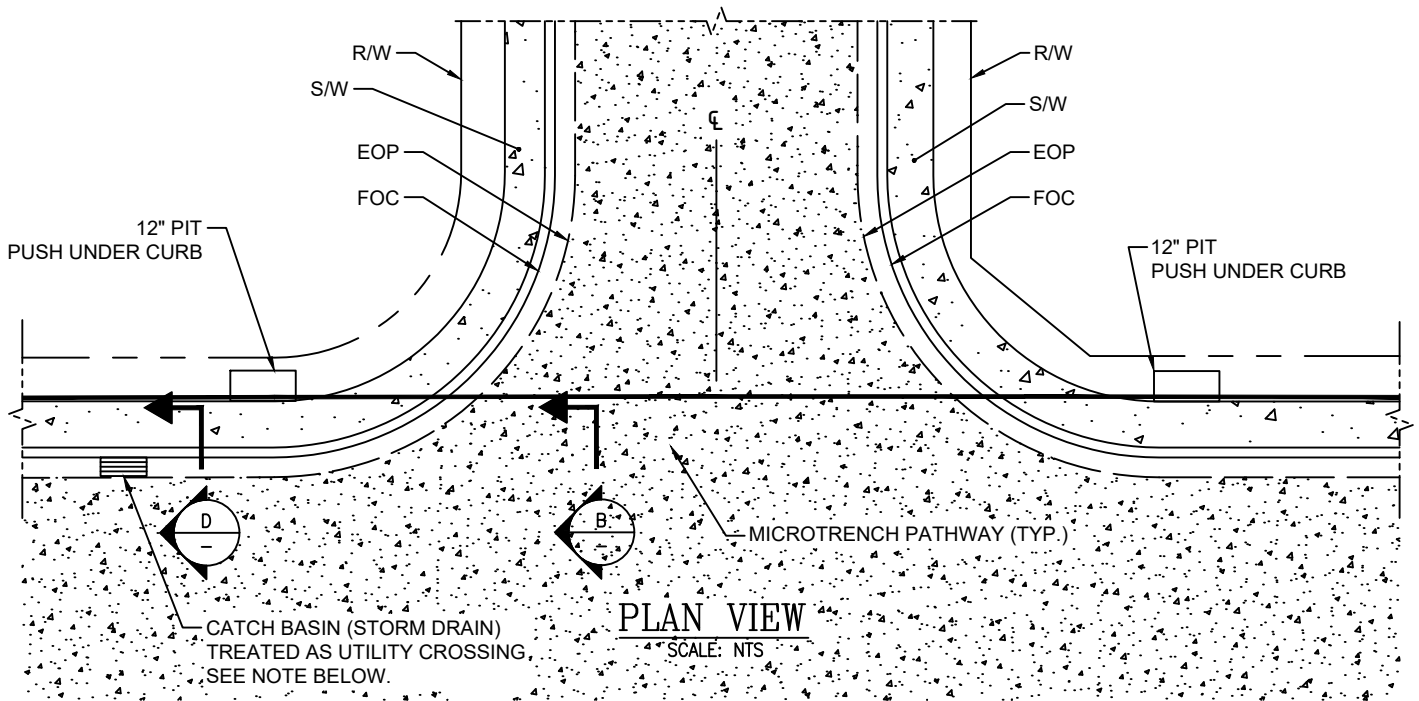
NOT TO SCALE

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CONCRETE ROAD CROSSING FROM BACK OF SIDEWALK

Attachment "1"

Item7.



CONCRETE ROAD
CROSSING FROM
BACK OF SIDEWALK

NO.	REVISIONS	BY	DATE
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NOT TO SCALE			



PAGE# 95

Attachment

Item7.



SCALE: NTS



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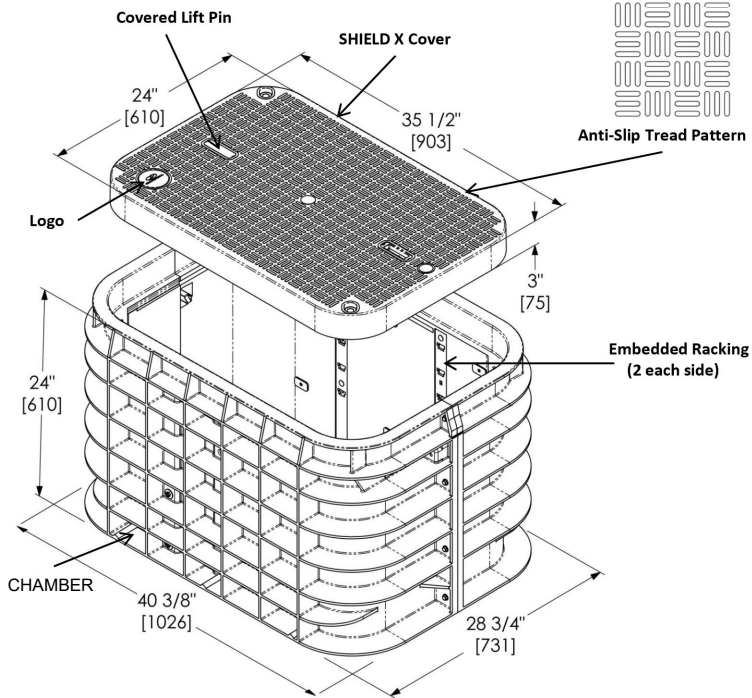
Attachment "1"

Item7.

- 24" X 36" X 24" (open floor) (actual dimensions on drawing)
- CHAMBER – SHIELD X COVER- Tier 22 Load Rated (ANSI/SCTE 77: 2013)
- (2) Cover locking Auger bolts, Hex (9/16") or Penta (7/8") head with washer
- (2) Non-Seizing Fastening System, Field Replaceable
- (4) Embedded Composite Rack Support
- (2) Lifting slot equipped with stainless steel pin (slot is approximately 2 3/4" x 3/4")
- (2) Winterized Cable Drop slide (1 1/4" X 1 1/4")
- (1) Logo Disk

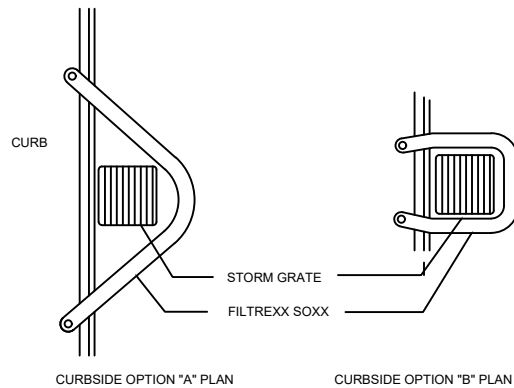
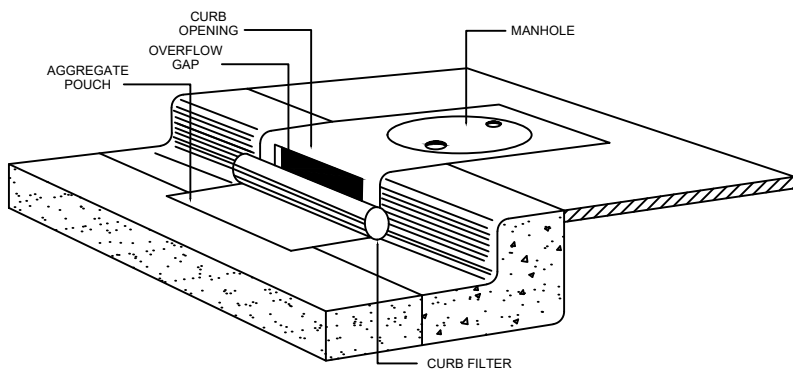
- Cover Weight: 47 lbs
- Box Weight: 55 lbs
- Assembly Weight : 102 lbs

- ANSI/SCTE 77: 2013 - TIER 22 Rated (33,750 lbs)
- AS3996 – Class C
- EN124 Class B125
- ASTM C1028-07 & AS-4586 (Slip Resistance)
- 10,000 Hour Xenon-Arc Exposure (No fiber-bloom)
- ASTM D635-06 (Flammability)



Inside Dimensions		
Length	Width	Depth
34 3/8" [873]	22 3/4" [578]	21" [533]

EXCESS SOXX MATERIAL
TO BE DRAWN IN AND TIED OFF TO
2X2 WOODEN STAKE (TYP.)



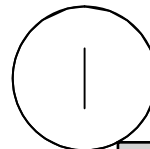
INLET PROTECTION



STANDARD CHAMBER/INLET PROTECTION

NO.	REVISIONS	BY	DATE

STD DWG			
NOT TO SCALE			



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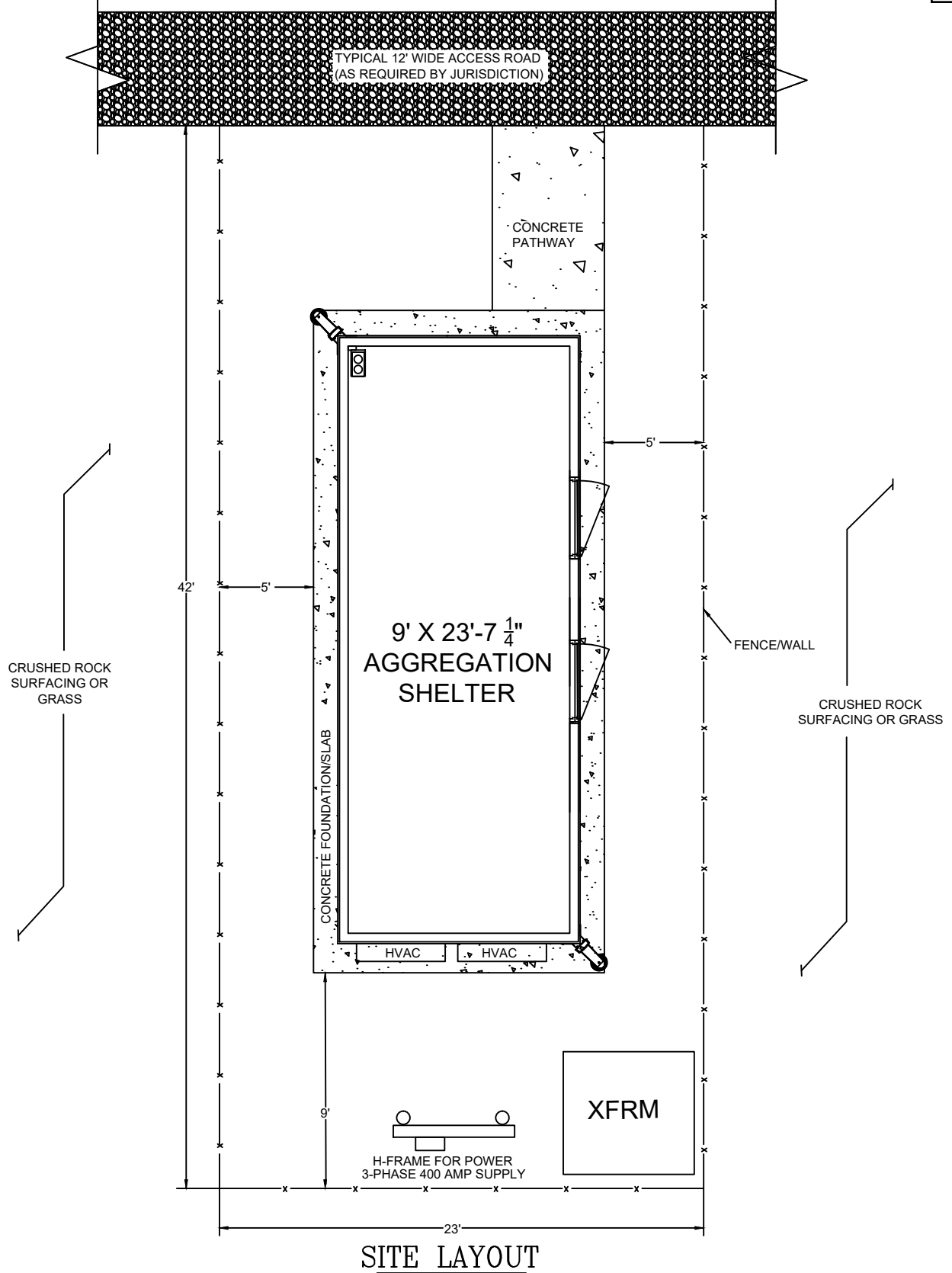
Attachment "A"

PLAN VIEW



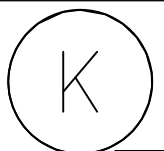
TYPICAL AGGREGATION SHELTER

Item 7.



TYPICAL
AGGREGATION
SHELTER

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			

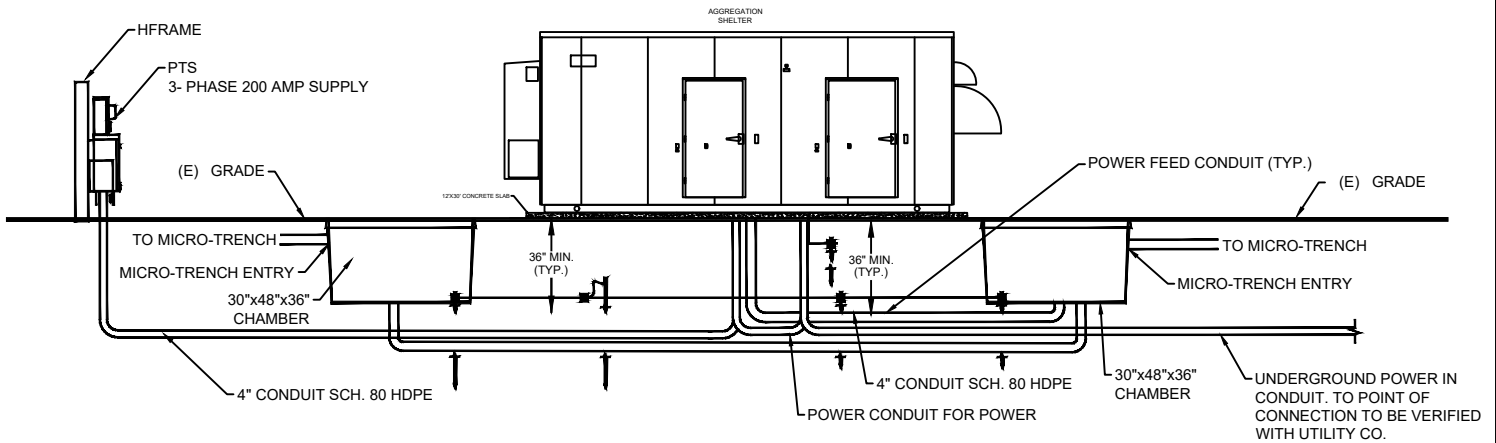


PAGE# 99

TYPICAL AGGREGATION SHELTER ELEVATION VIEW

Item 7.

MICRO TRENCH ENTRY NOTE:
 • 4" DIAMETER PENETRATION
 • 9" DOWN FROM TOP OF CHAMBER
 • 6" IN FROM CORNER OF CHAMBER

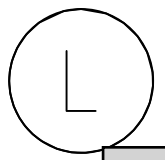


ELEVATION VIEW



TYPICAL
AGGREGATION
SHELTER
ELEVATION VIEW

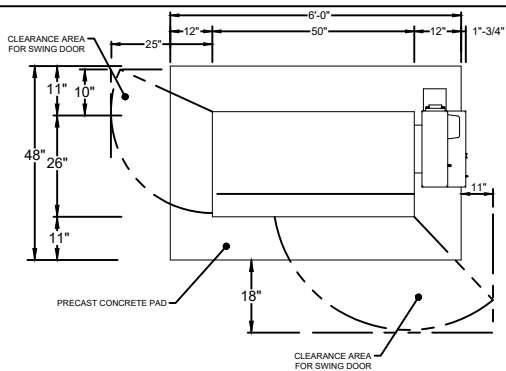
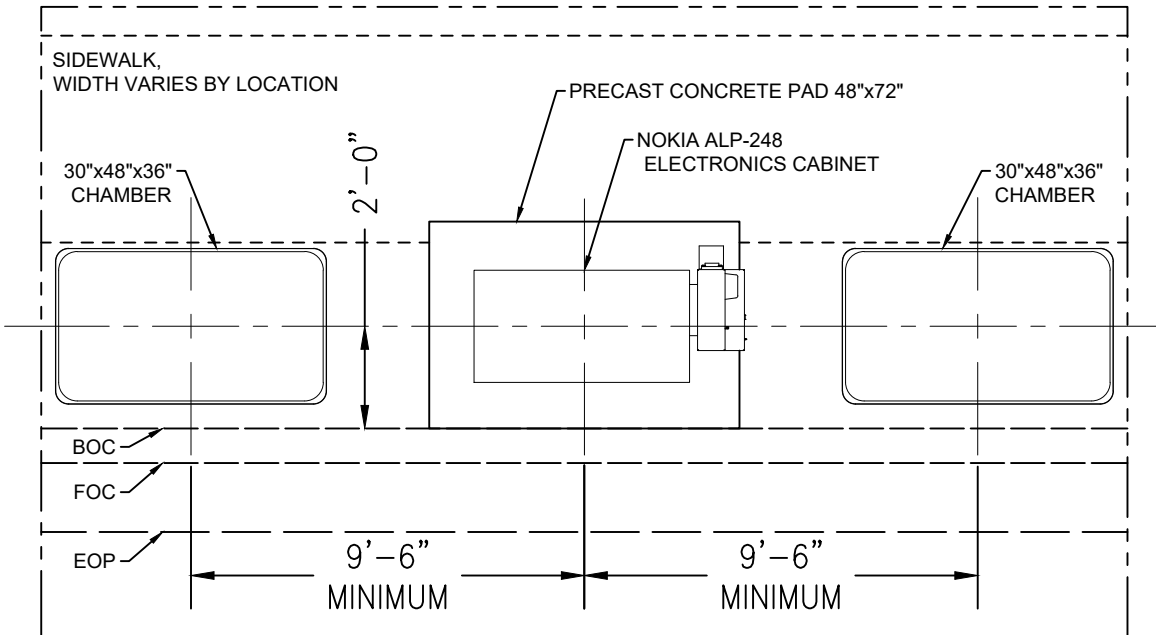
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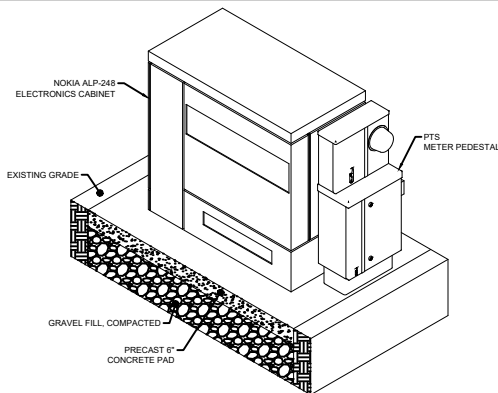
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Attachment 1"

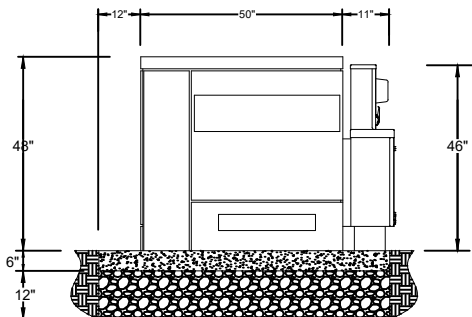
Item7.



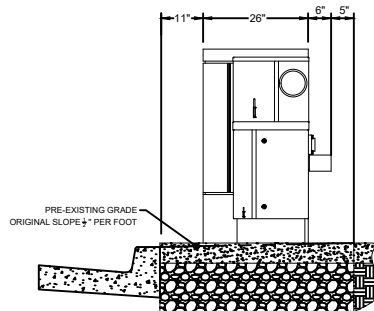
TOP VIEW



BASE VIEW



SIDE VIEW




PANEL VIEW



TYPICAL CABINET DETAILS

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



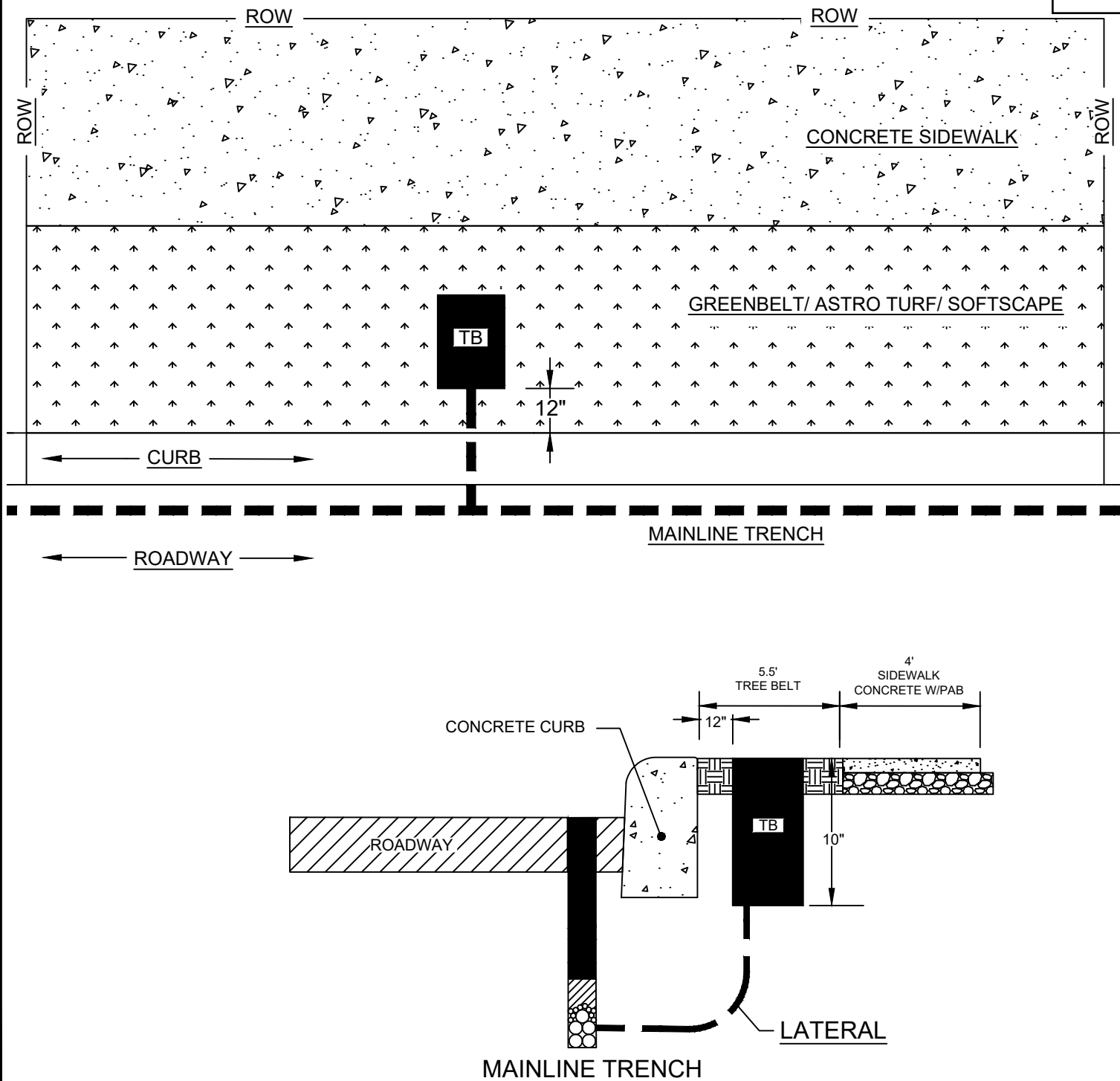
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Attachment 1

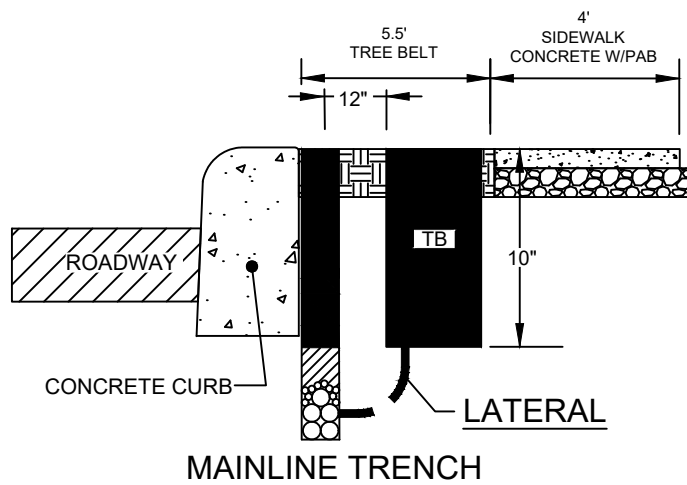
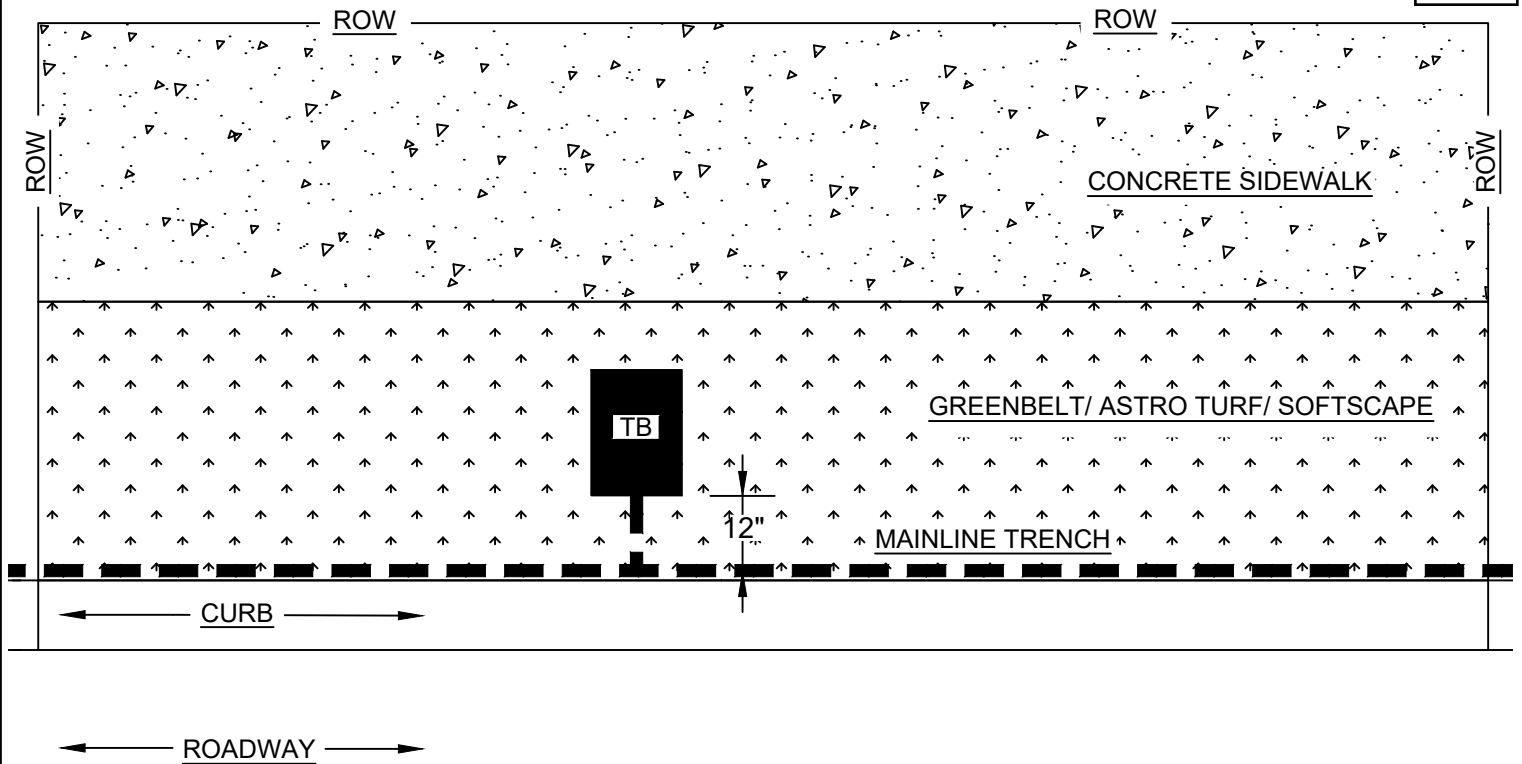
MICRO TRENCH ENTRY NOTE:

- 4" DIAMETER PENETRATION
- 9" DOWN FROM TOP OF CHAMBER
- 6" IN FROM CORNER OF CHAMBER

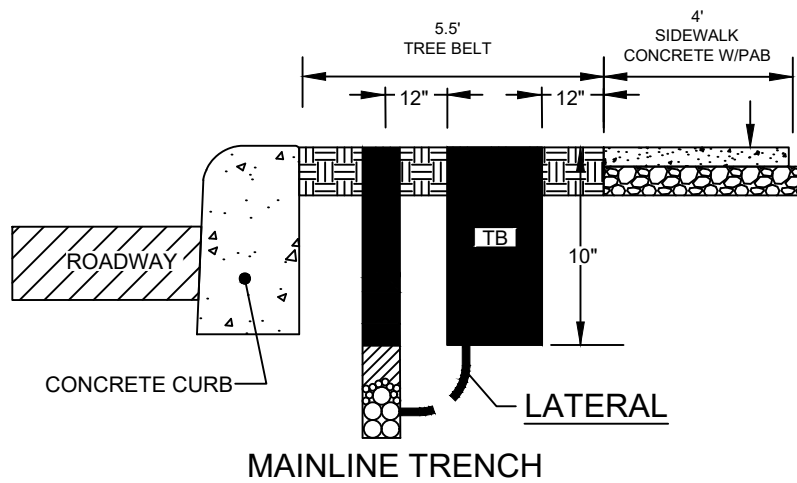
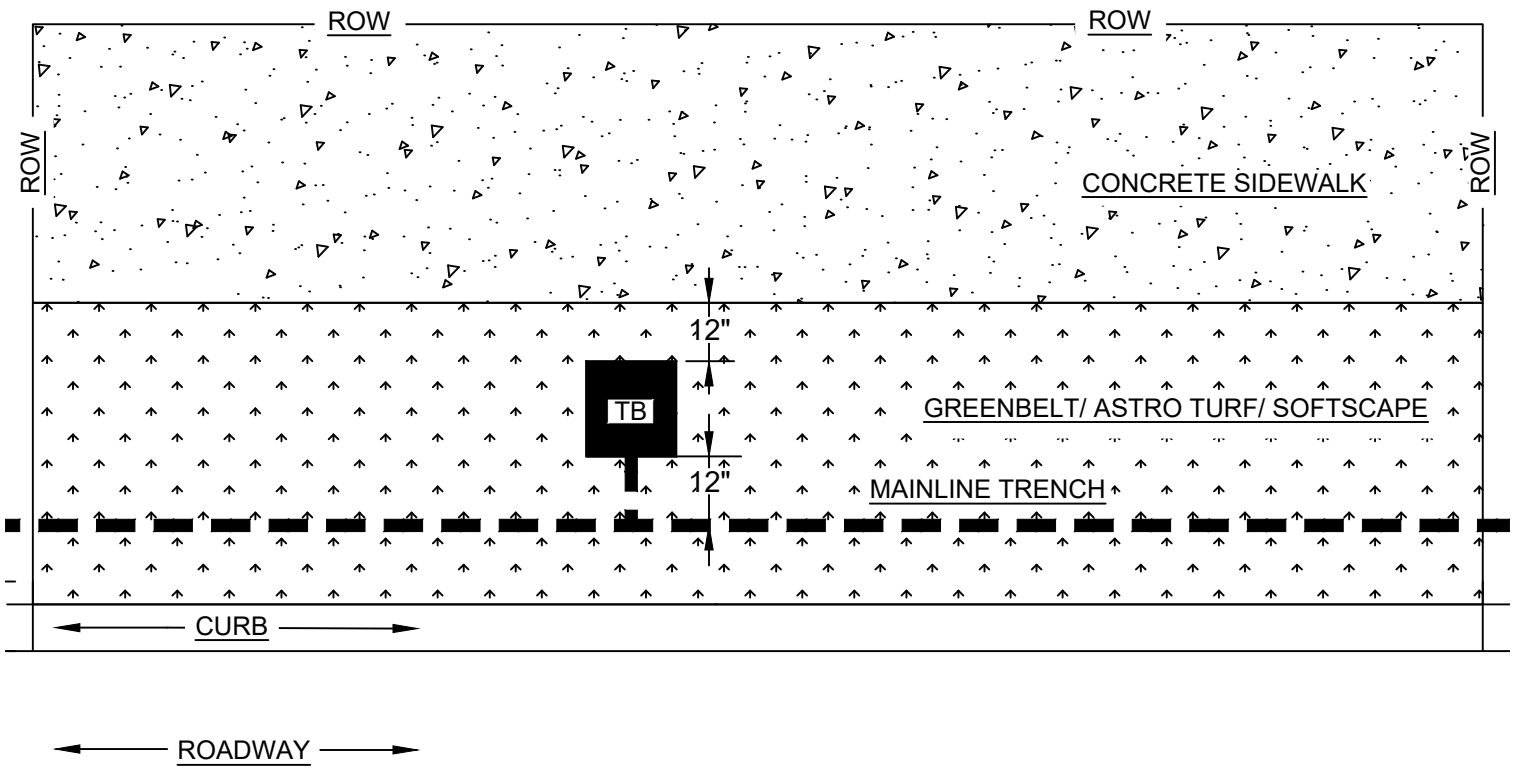




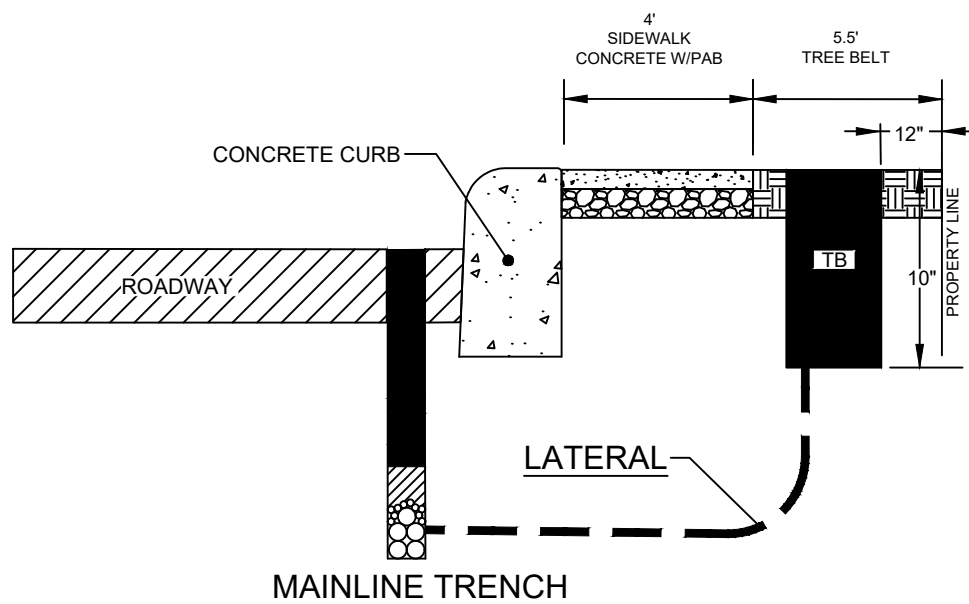
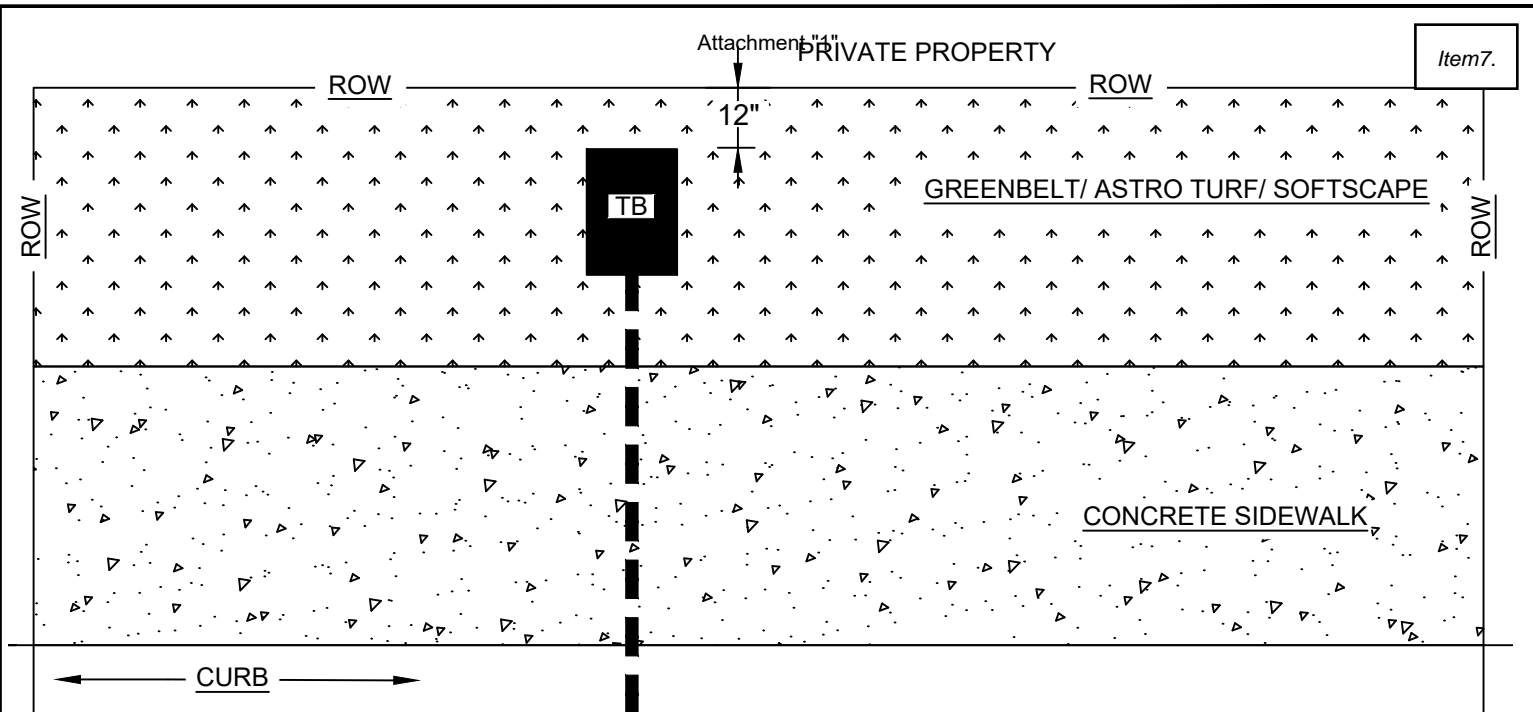
SECTION VIEW E-E



SECTION VIEW F—F



SECTION VIEW G—G

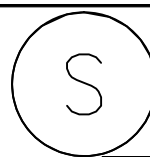


SECTION VIEW H-H



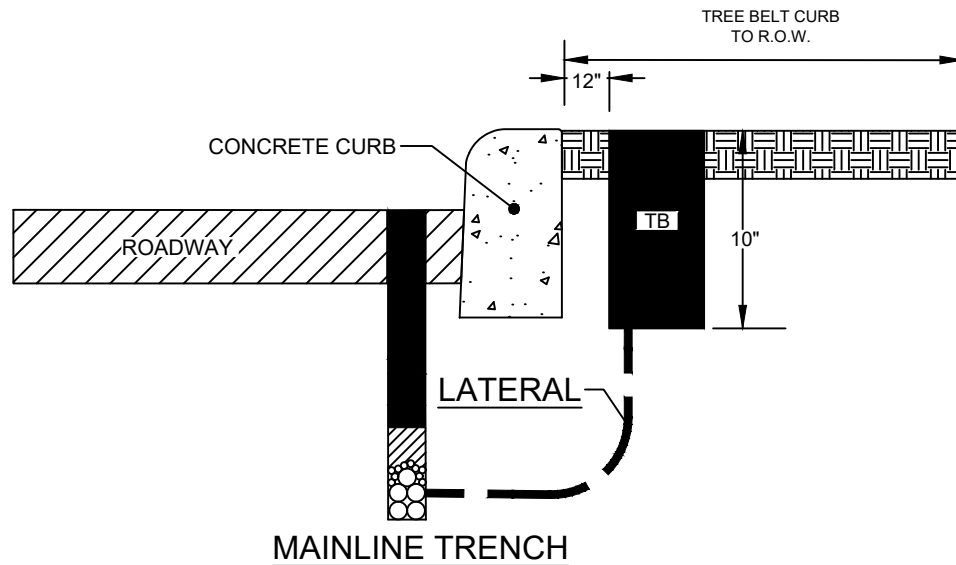
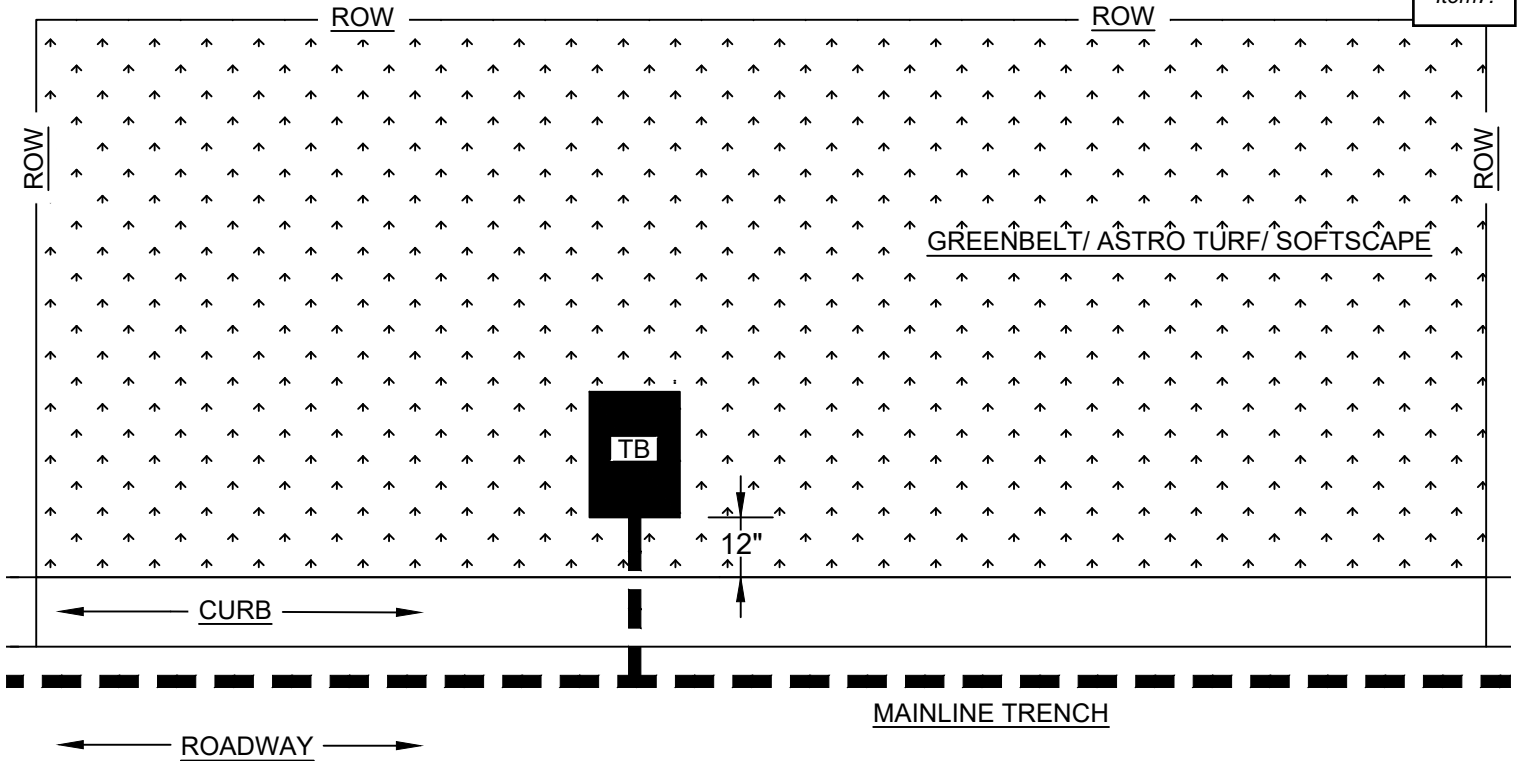
TOBY BOX PLACEMENT IN
SOFTSCAPE WITH MAINLINE
TRENCH
IN ROAD & GREENSPACE
AGAINST THE PROPERTY LINE

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



PRIVATE PROPERTY

Item 7.

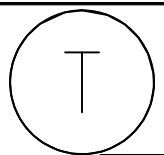


SECTION VIEW I-I



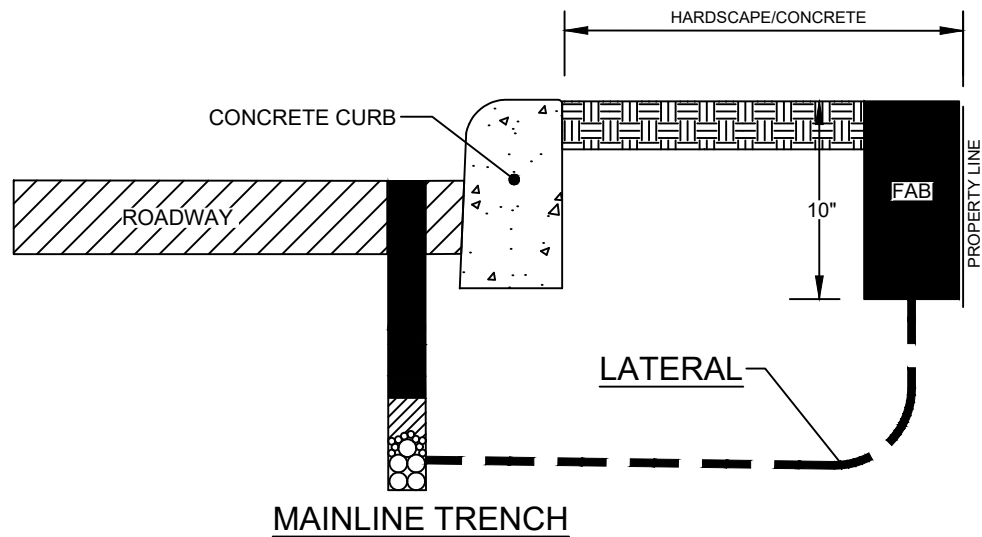
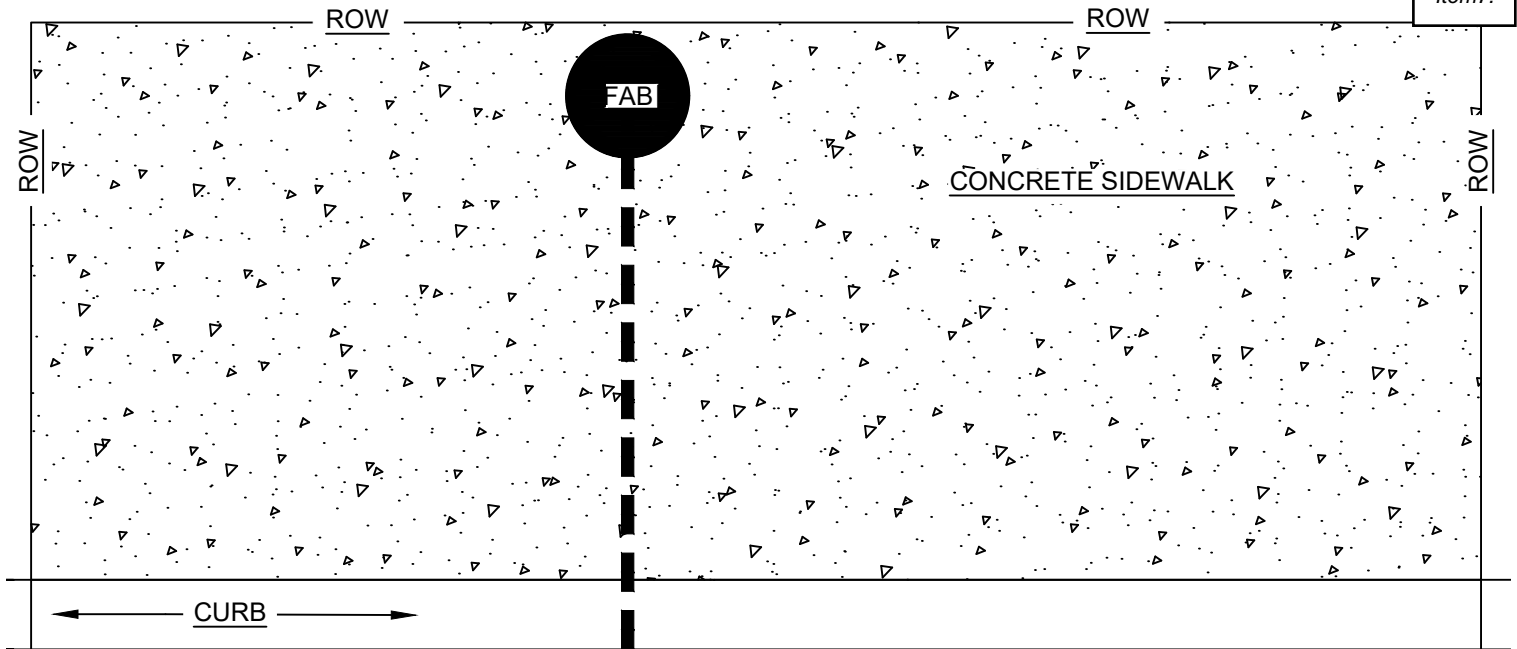
TOBY BOX PLACEMENT IN
SOFTSCAPE WITH MAINLINE
TRENCH
IN ROAD & GREENSPACE
FROM CURB TO PROPERTY
LINE

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



PRIVATE PROPERTY

Item 7.

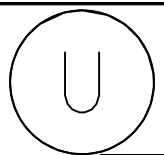


SECTION VIEW J-J

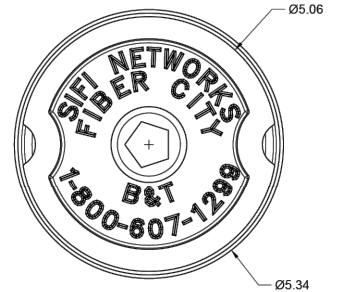


**FAB (FIBER ACCESS BOX)
PLACEMENT IN HARDSCAPE WITH
MAINLINE TRENCH IN ROAD &
HARDSCAPE/CONCRETE
FROM CURB TO PROPERTY LINE**

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



PAGE 109



REV.	DATE	COMMENT



CONCEPT_SIFI_L

DRAWN BY:	J. Butcher 10/22/20
WEIGHT:	5.3 lbs

DATE:

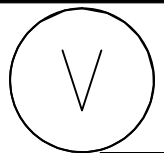
1. ENTIRE ANNULAR SPACE BETWEEN BOX AND 6" DIAMETER CORE HOLE SHALL BE FILLED WITH GROUT.
2. LID IS MADE FROM CAST IRON PER ASTM A-48, CLASS 30.
3. PLASTIC LEGS ARE PUSHED OUTWARD WHEN PENTABOLT IS TIGHTENED. THIS SECURES THE LID TO THE BOX.

DATE:



NO.	REVISIONS	BY	DATE

NOT TO SCALE



PAGE# 110



Subscriber Underground Access Chamber – 250mm

A universal modular chamber for housing subscriber terminations at customer demarcations.

Features

- 250mm depth Hand Hole
- Narrow Footprint - Optimised for Narrow trenching
- 250mm Depth with radius optimised for Microduct routing
- Cost-Effective
- Modular Construction
- Simple to Install
- High Load Bearing Strength
- Up to 2x Microduct Couplers (2 Subscribers)
- Capable of housing Optical connectivity demarcations

Design

Designed to offer operators a universal modular chamber for housing subscriber terminations at customer demarcations.

The Underground Chamber can be used as a connection point for Microduct Links. Minimizing the effort and investment required to convert a network from homes passed to Homes Connected.

Product Information



Technical Information

Product Color Black PP Gloss

Temperature, Operation [°C] -45 to 90

Temperature, Storage [°C] -45 to 90

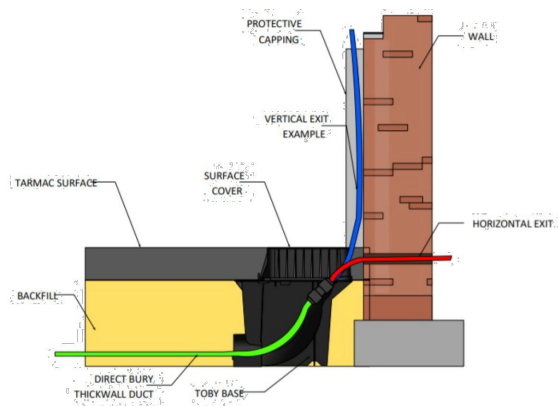
Temperature, Installation [°C] -45 to 90

Conformance

Able to withstand loads of up to 5.5kN in accordance with BS 5834-2 testing. Exceeding requirements for a Grade C lid.

Marking

Custom Logo Marking available on request

Technical Details

Subscriber Underground Access Chamber – 250mm

HEXATRONIC 

Articles

Article name	Color	Dimensions [mm]	Weight [kg]
Subscriber Underground Access Chamber ENPP-TBY-BOX	Black	256W255L × 128Dmm	0.7



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/YY)
10/01/2021
Item 7.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED SiFi Networks Escondido LLC 103 Foulk Road, Suite 500 Wilmington, DE 19803	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Atlantic Specialty Insurance Company</td><td>27154</td></tr><tr><td>INSURER B:</td><td>OBI America Insurance Company</td><td>15645</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Atlantic Specialty Insurance Company	27154	INSURER B:	OBI America Insurance Company	15645	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Atlantic Specialty Insurance Company	27154																				
INSURER B:	OBI America Insurance Company	15645																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W26275810

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

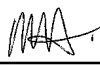
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		711-01-65-77-0003	02/01/2022	02/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			711-01-65-77-0003	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			711-01-65-77-0003	02/01/2022	02/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	406-04-57-85-0003	02/01/2022	02/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber Technology			760-01-05-63-0003	03/01/2022	02/01/2023	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Umbrella Liability policy is follow form and in excess of liability coverage.

SEE ATTACHED

CERTIFICATE HOLDER

City of Escondido Attn: City Engineer 201 N Broadway Escondido, CA 92025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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SR ID: 23168681

BATCH: 2695259

115

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED SiFi Networks Escondido LLC 103 Foulk Road, Suite 500 Wilmington, DE 19803	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Errors & Omissions Liability: \$5,000,000 each claim of suit limit / \$5,000,000 Aggregate limit / \$100,000 Retention
Network Security / Data Privacy: \$5,000,000 each claim of suit limit / \$5,000,000 Aggregate limit / \$100,000 Retention
Media Liability: \$5,000,000 each claim of suit limit / \$5,000,000 Aggregate limit / \$100,000 Retention

The City, its officers, officials, employees, and volunteers are included as Additional Insureds as respects to General Liability per written contract or agreement.

General Liability policy per written contract or agreement shall be Primary to any other insurance in force for or which may be purchased by Additional Insured per written contract or agreement

Waiver of Subrogation applies in favor of Additional Insured with respects to Worker's Compensation, as permitted by law.

.



City of Escondido
Business License Division
201 N Broadway
Escondido, CA 92025

Attachment 1

CITY OF ESCONDIDO BUSINESS LICENSE CERTIFICATE

Item 7.

SiFi Networks Escondido LLC
Attn: SiFi Networks Escondido LLC
103 Foulk Road, Suite 500
Wilmington, DE 19803

Business License No: 209211
Expiration Date: 09/30/2023
Business Type: SERVICE
Ownership: LTD LIABILITY

IMPORTANT INFORMATION

- Please verify all information. If any changes occur, please contact the Business License Division at (760) 839-4659.
- Remember to renew your Business License within one month of the Expiration Date, even if you don't receive a Renewal Notice.
Payments postmarked or paid on-line after the Penalty Date will incur late penalties of 25% per month.
- Closing your business or no longer working in Escondido? You must sign, date and return your Renewal Notice to close your account.
- Please display the Certificate below in public view.
- Escondido's business licenses are issued for revenue purposes. The issuance or possession of a license confers no rights or privileges and only serves to prove that a business tax has been paid for the period specified on the license certificate. Licenses are not deemed regulatory in any way and are not proof of compliance with zoning, building, or any other regulations of the city.
- Pursuant to California state law AB 1607 and Civil Code Section 51.6(g), the City is concurrently providing you with a notice regarding prohibitions on gender-based discrimination and related posting requirements for your business on the following pages.

Thank you for doing business in the City of Escondido!

FOLD OR DETACH HERE FOR DISPLAY

BUSINESS LICENSE CERTIFICATE

This certificate is to be displayed at your place of business. It is issued without verification that the holder is subject to or exempt from licensing by the State of California. This certificate does not constitute a permit to operate a business in violation of any law or ordinance.

Business License Number: 209211

Business Name: SiFi Networks Escondido LLC

Business Location: 103 Foulk Road, Suite 500
Wilmington, DE 19803

Business Phone: 8182055070

Owner/Officer: Ben Bawtree-Jobson

NPDES:

POST IN A CONSPICUOUS PLACE - NOT TRANSFERABLE



CITY OF ESCONDIDO

201 N Broadway
Escondido, CA 92025
(760) 839-4659

Expiration Date: 09/30/2023

NAICS#: 517311 - Wired Telecommunications
Carriers

SIC#: 4822 - Telegraph and Other
Communications

Conditions/Remarks:

防止基於性別的歧視： 企業機構的法律義務

1995年《性別稅廢止法案》（法案）禁止企業基於個人性別對類似或同類商品和服務的價格實施歧視。但是，該法案並不禁止基於提供服務的時間、難度、或成本的價格差異。

除了禁止基於個人性別的歧視外，該法案還規定**某些企業機構**以書面形式，清楚、醒目地向客戶披露每項標準服務的價格。該張貼要求適用於如下企業：

- 理髮店和美髮沙龍
- 裁縫店或提供售後服裝修改的業務
- 向個人提供服務的乾洗店和洗衣店

這些企業必須遵循**特定的張貼要求**。價目表必須：

- 清晰且完整地顯示每項標準服務的價格，這意味著 15 項最常請求的服務。
- 使用 14 號粗體或更大的字體。
- 張貼在客戶可能看到的地方。

企業機構還必須應要求向客戶提供**完整的書面價目表**。

此外，企業機構必須在顯眼的地方顯示**至少一個標記**—以至少 24 號的粗體字打印—說明：

加州法律禁止企業以人的性別為由，就類似或同類服務的收費價格，對此人實施歧視。完整的價目表可供索取。

企業機構在收到違反任何要求的書面通知後，如果在 30 天內未更正違規行為，則**可能被罰款 \$1,000 美元**。30 天的更正期僅適用於張貼違規，不適用於歧視性價格違規。

此外，根據《民法典》第 52(a) 款，企業可能對陪審團或沒有陪審團的法庭確定的任何金額承擔責任，最高為實際損害金額的三倍，但不得少於 \$4,000 美元，外加任何律師費。但是，根據本款採取的行動並不禁止感到受屈的一方尋求其他可用的賠償或程序。

其他條款

該法案不會改變或影響《健康與安全法》，《保險法》、或其他管轄醫療保健服務計劃或保險人承保或評級做法的法律。

要閱讀 1995年《性別稅廢止法案》（《民法典》第 52(a) 款）的全文，請訪問加州立法資訊網站，網址為 <https://leginfo.legislature.ca.gov>。

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS



防止基于性别的歧视： 企业机构的法律义务

1995年《性别税废止法案》（法案）禁止企业基于个人性别对类似或同类商品和服务的价格实施歧视。但是，该法案并不禁止基于提供服务的时间、难度、或成本的价格差异。

除了禁止基于个人性别的歧视外，该法案还规定**某些企业机构**以书面形式，清楚、醒目地向客户披露每项标准服务的价格。该张贴要求适用于如下企业：

- 理发店和美发沙龙
- 裁缝店或提供售后服装修改的业务
- 向个人提供服务的干洗店和洗衣店

这些企业必须遵循**特定的张贴要求**。价目表必须：

- 清晰且完整地显示每项标准服务的价格，这意味着 15 项最常请求的服务。
- 使用 14号粗体或更大的字体。
- 张贴在客户可能看到的地方。

企业机构还必须应要求向客户提供**完整的书面价目表**。

此外，企业机构必须在**显眼的地方显示至少一个标记**—以至少 **24 号**的粗体字打印—说明：

加州法律禁止企业以人的性别为由，就类似或同类服务的收费价格，对此人实施歧视。完整的价目表可供索要。

企业机构在收到违反任何要求的书面通知后，如果在 30 天内未更正违规行为，则**可能被罚款 \$1,000 美元**。30 天的更正期仅适用于张贴违规，不适用于歧视性价格违规。

此外，根据《民法典》第52(a)款，企业可能对陪审团或没有陪审团的法庭确定的任何金额承担责任，最高为实际损害金额的三倍，但不得少于 \$4,000 美元，外加任何律师费。但是，根据本款采取的行动并不禁止受害方寻求其他可用的赔偿或程序。

其他条款

该法案不会改变或影响《保健和安全法规》，《保险法规》、或其他管辖医疗保健服务计划或保险人承保或评级做法的法律。

要阅读 1995年《性别税废止法案》（《民法典》第 52(a) 款）的全文，请访问加州立法资讯网站，网址为 <https://leginfo.legislature.ca.gov>。

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS





BUDGET ADJUSTMENT REQUEST

Department:	Engineering	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Julie Procopio, City Engineer	
City Council Meeting Date: (attach staff report)	11/15/2023	

EXPLANATION OF REQUEST

Approve Consulting Services Agreement with HR Green Pacific, Inc. for on Call Engineering Services

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Reimbursement from Outside Agency	4370-001-000	1,600,000	
Professional Services	5131-001-402	1,600,000	

APPROVALS

DocuSigned by: BAD7E97808A445B...	11/18/2023	DocuSigned by: 99A33925FA6B449...	11/7/2023
DEPARTMENT HEAD	DATE	FINANCE	DATE

RESOLUTION NO. 2023-141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING SERVICES AGREEMENT WITH HR GREEN PACIFIC, INC. FOR ON CALL ENGINEERING SERVICES

WHEREAS, the City Council has authorized a Right of Way Encroachment Agreement with Si Fi to build a *FiberCity* network; and

WHEREAS, a request for on call engineering services was posted on April 6, 2023, and eight responses were received on April 28, 2023; and

WHEREAS, upon evaluation of all of the proposals received, HR Green Pacific, Inc. was selected as the most qualified consultant; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve a Consulting Services Agreement with HR Green Pacific, Inc. for on call engineering services.

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

1. That the above recitations are true.
2. That the Mayor is authorized to execute, on behalf of the City, a Consulting Services Agreement with HR Green Pacific, Inc. for on call engineering services (Phase I) in the amount of \$683,980, which is attached and incorporated to this Resolution as Exhibit "A" and subject to final approval as to form by the City Attorney.
3. That the Mayor is authorized to execute on behalf of the City, an amendment for Phase II services, in the amount of \$927,045 for a total agreement amount of \$1,611,026.



CITY OF ESCONDIDO CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Jason Christman
760-839-4615
("CITY")

And: HR Green Pacific, Inc.
a California corporation
1260 Corona Pointe Court, Suite 305
Corona, CA 92879
Attn: Tina York, PE
855-900-4742
("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 perform engineering review services for an underground fiber optics deployment planned within City right of way by a telecommunications service provider;

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 **\$683,980** for Phase I services. If approved by separate notice to proceed and an amendment of this Agreement, Phase II services in the sum of **\$927,045** may be authorized resulting in a total contract sum of **\$1,611,026**. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.
3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement pursuant to this Section 5 (Termination), then CONSULTANT shall be compensated based on the work 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 ("Instruments of Service") shall become the exclusive property of the CITY after completion of CONSULTANT's Services and payment is full of all monies due under this Agreement. Instruments of Service are not intended or represented to be suitable for reuse by the CITY or others on any other project. Any such use without the CONSULTANT's prior written authorization shall be at the CITY's sole risk and without liability to the CONSULTANT. The CITY agrees to waive and all claims arising out of or related to the misuse, unauthorized reuse, or use of incomplete Instruments of Service.
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. In accordance with Civil Code 2782.8, CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, and employees 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, costs, liabilities, damages, or injuries, in law or equity, including reasonable attorney's fees and court costs (collectively, "Claims"), to the extent caused by, arising out of, or in connection with the CONSULTANT's negligent performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the negligence or willful misconduct of the CITY.
- b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, and employees, 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, to the extent caused by, arising out of, or in connection with the CONSULTANT's negligent performance of the Services or its failure to comply with any of its obligations contained in 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.

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

HR GREEN PACIFIC, INC.

Date: _____

Timothy J. Hartnett, Vice President/Principal

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

BY: _____

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

ATTACHMENT "A"

Scope of Work

A. General

HR Green Pacific, Inc., a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to engineering review services for an underground fiber optics deployment planned within City right of way by a telecommunications service provider.

B. Location

Consultant to provide services in relation to the Si Fi FiberCity network infrastructure project ("Project"). The Project provides a fiber optic network system within City right of way to serve all premises within the City limits of the City of Escondido consistent with the Right of Way Encroachment Agreement between the City, the State of California, and SiFi Networks Escondido LLC, dated December 13, 2022, which is attached hereto as **Exhibit A** and incorporated by this reference.

C. Services

A total of 15 Project work zones are anticipated Citywide. A typical work zone consists of 250,000 linear feet of trench and 40 plan sheets. Two major "hut" facilities are anticipated at 30 plan sheets per location. A total of 60 cabinets are anticipated at approximately 10 plan sheets per location. Ten traffic control plans per zone are also anticipated.

Engineering services provided under this Agreement for Phase I shall generally include but shall not be limited to:

1. Providing digital plan review comments on project plans in conformance with review checklist and additional plan review items developed by the review team;
2. Confirming appropriate plotting of and coordination with utilities;
3. Confirming adequate profiling and potholing of potential conflicts;
4. Coordinating with City staff on future planned projects in the area;
5. Providing comments to enhance the design considering constructability and phasing with the goal of minimizing community impacts, including recommended refinements to standards included in the Right of Way Encroachment Agreement (Exhibit A);
6. Confirming compliance with the Right of Way Encroachment Agreement (Exhibit A);
7. Post review meeting with City staff after each review to discuss plan review comments;
8. Participate in meetings with the provider's design engineer to resolve comments. Complete on-site preconstruction meetings with the Contractor performing the work; and
9. Assist with review of any design revisions made necessary during construction.

Phase II services, if approved, shall include providing one full time inspector for the estimated 670 day construction period.

D. Scheduling

Inquires relating to this Agreement, including scheduling and coordination with City staff, shall be directed to Jason Christman, Principal Civil Engineer, jchristman@escondido.org, and 760-839-4615.

The Consultant shall adhere to the schedule for review timelines included in Section 2.5 (Efficient Permitting Process) of Exhibit A, including timelines for acknowledgement of submittal (2 days), completeness comments (5 days), review comments (15 calendar days), and final approval/permit

issuance (21 calendar days). At the conclusion of each plan review, a meeting with City staff to review each plan set and discuss any comments should be held before returning comments. The City reserves the right to make changes to the schedule with the prior written notice of Consultant.

E. Contract Price and Payment Terms

The contract price shall not exceed **\$683,980** for Phase I services. If approved by separate notice to proceed and an amendment of this Agreement, Phase II services in the sum of \$927,045 may be authorized resulting in a total contract sum of \$1,611,026. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice. Consultant shall not bill the City for any transportation costs associated with travel to and from the Project site.

The service rates detailed in **Exhibit B** to this Scope of Work, which is attached hereto and incorporated by this reference, shall remain firm throughout the term of this Agreement.

F. Term

The term of of this Agreement shall be from the Effective Date through the date of **Notice of Completion** for the Project, which shall be filed by the City with the County of San Diego after all Project improvements and closeout documents are accepted by the City Engineer. Project completion is anticipated by December 2028.

EXHIBIT B

Rate Sheet and Estimated Total Fees

Phase I: Plan Review

Work Zones @ 40 plan sheets each

	\$/Hour	1st Submittal		2nd Submittal		3rd Submittal	
		Hours	Total	Hours	Total	Hours	Total
Engineering Technician	105	1	105	3.5	367.5	3.5	367.5
Project Manager	225	3.5	787.5	0	0	3.5	787.5
Review Task Lead	210	8	1680	3.5	735	3.5	735
Traffic Control Reviewer	220	5	1100	2.5	550	1	220
Reviewer	180	35	6300	17.5	3150	7	1260
Per Plan Set		52.5	9972.5	27	4802.5	18.5	3370

	\$	Hours
Total for Each Plan Set Review	18145	98
Post Review Meeting (Project Manager and Reviewer)	810	4
Total for Each Work Zone:	18955	102
Total Work Zones	15	
Total for 15 Work Zones	284325	1530

Huts @ 30 plan sheets each

	\$/Hour	1st Submittal		2nd Submittal		3rd Submittal	
		Hours	Total	Hours	Total	Hours	Total
Engineering Technician	105	1	105	3.5	367.5	3.5	367.5
Project Manager	225	2.5	562.5	0	0	3.5	787.5
Review Task Lead	210	5.5	1155	3.5	735	3.5	735
Reviewer	180	27.5	4950	17.5	3150	7	1260
Per Plan Set		36.5	6772.5	24.5	4252.5	17.5	3150

	\$	Hours
Total for Each Hut Plan Set Review Post Review Meeting (Project Manager and Reviewer)	14175	78.5
Total for Each Hut:	14985	82.5
Total Huts	2	
Total for 2 Huts	29970	165

Cabinets @ 10 plan sheets each		1st Submittal		2nd Submittal		3rd Submittal	
	\$/Hour	Hours	Total	Hours	Total	Hours	Total
Engineering Technician	105	1	105	0.5	52.5	0.5	52.5
Project Manager	225	0.5	112.5	0	0	0.5	112.5
Review Task Lead	210	1	210	0.5	105	0.5	105
Reviewer	180	5	900	2.5	450	1	180
Per Plan Set		7.5	1327.5	3.5	607.5	2.5	450

	\$	Hours
Total for Each Cabinet Plan Set Review Post Review Meeting (Project Manager and Reviewer)	2385	13.5
Total for Each Cabinet:	3195	17.5
Total Cabinets	60	
Total for 60 Cabinets	191700	1050

Total Estimated Fees for Plan Review:	505995	2745
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Other Services	\$	Hours
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Review Exhibit B	8 hours Derek Wieske	1760	8
Coordination with City Staff	2 hours per plan set x 15 sets	6600	15
Pre-Construction Meetings	2 hours per plan set x 15 sets	6600	15
Permit Compliance	1 hour/week x 156 weeks	34320	156
Inspection Oversight	1 hour/week x 585 weeks	128700	585
Total Estimated Other Services:		177980	779
Total Phase I:		683980	3524
Phase II: Construction Inspection	1 Full time inspector		
Inspector	\$1364/ Day		
Mileage	\$19.65/Day		
Total	\$1,383.65/Day		
Estimated 670 Days	Total Phase II:	927045.5	5360
Total All Phases:		1611026	8884

ATTACHMENT "B"

Personnel List

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

Title	Name	Hourly Rate	Email
Project Manager	Tina York	\$225	tyork@hrgreen.com
Review Task Lead	Ken Price	\$210	kprice@hrgreen.com
Reviewer	Allen Peterson	\$180	apeterson@hrgreen.com
Engineering Technician	Kimberly Evans	\$105	kevans@hrgreen.com
Asst Project Manager	Mike Connor	\$220	mconnor@hrgreen.com
Traffic Control Reviewer	Derek Wieske	\$220	derek.wieske@hrgreen.com
Reviewer	Mohamed Woyareth	\$175	mwoyareth@hrgreen.com
Lead Inspector	Micheal Pfalmer	\$170.50	mpfalmer@hrgreen.com

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: _____

Timothy J. Hartnett, President



STAFF REPORT

November 15, 2023
File Number 0600-10; A-3485

SUBJECT

MILLS ACT CONTRACT FOR 820 S. MAPLE STREET – PL23-0279

DEPARTMENT

Development Services Department, Planning Division

RECOMMENDATION

Request the City Council adopt Resolution No. 2023-154, authorizing the Mayor to execute, on behalf of the City of Escondido, a Historic Property Preservation Agreement (Mills Act Contract), with Israel Murguia and Melissa Garcia for the Property located at 820 S. Maple St.

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

Presenter: Alex Rangel, Assistant Planner I

FISCAL ANALYSIS

Approval of a Mills Act contract will reduce the property tax to the homeowner, and proportionately reduce the City's share of property taxes. The annual tax revenue loss to the City of Escondido ("City") is typically estimated to be approximately \$200 for each property. The City currently has entered into 105 Mills Act contracts, which have cumulatively reduced the City share of property taxes by approximately \$21,000. Approval of the new Mills Act contract identified above would further reduce the City's share of property taxes by approximately \$200.

PREVIOUS ACTION

The Historic Preservation Commission ("HPC") voted 6-0 to list the structure identified above on the City's Local Register of Historic Places and recommend approval of entering into the Mills Act contract with the owners on October 19, 2023.

BACKGROUND

The HPC reviewed the history and supporting documents for the subject property on October 19, 2023. A copy of the HPC Staff report is attached to this report (Attachment "1"). The Mills Act is a state law enabling owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in their property taxes. A Mills Act contract is valid for



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a minimum of ten years, and is automatically renewed each year unless a notice of non-renewal is filed by the property owner.

The terms of the contract require the property owner commit to maintaining the structure and surrounding property, as detailed in the Mills Act contract and its schedule of improvements, provided under the improvements schedule shown in Exhibit "B" of the draft contract which is included as Exhibit "A" to Resolution No. 2023-154. The HPC reviewed and recommended approval of these improvements to the City Council. The contract requires the property owner adhere to the Secretary of the Interior's Standards for the listed improvements. City staff informed the property owners that all of the proposed modifications outlined in the Mills Act contract will require staff review at the time of the proposed improvement, to ensure compliance with the Mills Act contract and the City's Historic Preservation Requirements.

RESOLUTIONS

- a. Resolution No. 2023-154
- b. Resolution No. 2023-154 Exhibit "A"

ATTACHMENTS

- a. Attachment "1" – HPC Staff Report (PL23-0279)



STAFF REPORT

October 19, 2023

Agenda Item No.: 2

REQUEST: A request to list the single-family residence at 820 S. Maple on the City of Escondido's Local Register of Historic Places, and execution of a Mills Act Contract to assist the owners with future preservation.

PRESENTER: Alex Rangel, Development Technician II

ZONING/LOCATION: R-1-6 (Single Family Residential)/ 820 S. Maple St. (APN: 233-382-06-00)

APPLICANT: Israel Murguia & Melissa Garcia

BACKGROUND

Local Register of Historic Places Listing:

Article 40, Section 33-794 of the Escondido Zoning Code ("EZC") identifies the process and criteria for listing historic resources on the City of Escondido's Local Register. An application to list a property on the Local Register requires the Historic Preservation Commission to hold a public meeting to act on the request. City staff evaluate listing requests against seven criteria as outlined in Section 33-794(c) of the EZC. A listing request must meet at least two of the criteria to qualify for such listing.

Mills Act Contract and Property Application:

The Mills Act is a state law enabling owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in their property taxes. A property owner may apply for a Mills Act contract if their subject property is listed on the Local, State, or National Historic Register.

The applicant requests the single-family residence located at 820 S. Maple, more commonly referred to as the "Morris House", be placed on the City's Local Register of Historic Places, and enter into a Mills Act agreement. Application materials for this request are provided under Attachment 1 of this report.

The project site located at 820 S. Maple St. (APN 233-382-06-00) is an approximately 7,000 square foot ("SF") lot within the boundaries of the Old Escondido Neighborhood. The project site contains a 1,568 SF single-family residence constructed in the "Prairie Style Bungalow" architectural style, originally built by Charles and Ed Morris for their father, J.E. Morris, in 1925. The original residence was developed as a 2-bedroom, 1-bath bungalow with a detached garage in the rear of the property. In 1958, a 168 SF bedroom and bathroom addition was constructed on the rear of the property. In 1972, a covered entry patio was



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constructed complimentary to the “Prairie Style” architecture. In 1978, a 230 SF kitchen addition was completed at the rear of the structure. No further significant improvements have been made to the primary structure, however routine maintenance has been performed throughout the years including the terraced landscaping in the front of the property in 1992, and a patio enclosure to the rear in 1966.

The Escondido Historic Society lists the property on Old Escondido West’s Walking Tour, item no. 21, as an example of the Prairie Style architecture. In 2009, the Old Escondido Neighborhood’s Mother’s Day Home Tour showcased the Morris House.

ANALYSIS

Historic Research and Review:

The applicant conducted historic research and data collection to support the criteria outlined in Section 33-794(c) of the Ezc. The California Department of Parks and Recreation (“DPR”) form provided under Attachment 2 details the results of the research and data collection. The DPR form includes historic background on the residence and property, provides descriptive information of the architectural style, and details interior and exterior historical aspects of the residence. Based on the information provided within the DPR and its preparation by a historic preservation professional, the DPR form substantiates the residence meets minimum listing criteria. Additionally, staff conducted a review of available planning, building, and construction records from the City of Escondido and San Diego County Assessor/Recorder/Clerk which are provided under Attachment 3.

Local Register of Historic Places Listing:

The current owners, Israel Murguia and Melissa Garcia, request the property be placed on the City’s Local Register of Historic Places. Planning staff reviewed the provided research and documentation for the property, and conclude the property meets three of the seven required criteria to be placed on the Local Register, per Section 33-794(c) of the Ezc, as stipulated below:

Criteria 2. Escondido building or buildings that embody distinguishing characteristics of an architectural type, specimen, or are representative of a recognized architect’s work and are not substantially altered.

The residence is a notable example of a principal subtype of “Prairie” architecture identified in “A Field Guide to American Houses,” including a simple rectangular structural plan, low-pitched hipped roof, a symmetrical façade, and stucco siding. The property is the only prairie style bungalow within the Old Escondido Neighborhood, verified through the City’s Historic Resources Inventory Surveys completed in 1989 and 2001. Photographs of the residence and project site are provided under Attachment 4.

Criteria 5. Escondido historical resources that are fifty years old or have achieved historical significance within the past fifty years.



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Building permit records (Attachment 3) show the structure was originally constructed in 1925, making it 98 years old.

Criteria 6. Escondido historical resources that are an important key focal point in the visual quality or character of a neighborhood, street, area, or district.

The Escondido History Center, in conjunction with the Old Escondido Neighborhood District, assert the home as architecturally significant within the Old Escondido Neighborhood. The Old Escondido West's Walking Tour of notable homes showcases the residence, and has for the past 5 years. The Old Escondido Mother's Day Tour showcased the residence in their 2009 tour.

Mills Act Contract:

A Mills Act contract is valid for a minimum of ten years, and is automatically renewed each year unless a notice of non-renewal is filed by the property owner. The terms of the contract require the property owner commit to maintaining the structure and surrounding property, as detailed in the Mills Act contract and its improvements schedule provided under Attachment 5. The contract requires the property owner to adhere to the Secretary of the Interior's Standards for the listed improvements. City staff informed the property owner/applicant that all of the proposed modifications outlined in the Mills Act contract will require staff review at the time of the proposed improvement, to ensure compliance with the Mills Act agreement and the City's Historic Preservation requirements.

RECOMMENDATION: Approve the listing of the property located at 820 S. Maple on the City's Local Register of Historic Places and recommend to City Council approval of a Mills Act contract for the property.

ATTACHMENTS:

1. Local Register, Mills Act Applications
2. Prepared DPR523 Form
3. City of Escondido Building Records, Residential Building Record
4. Site Photographs
5. Draft Mills Act Agreement

ATTACHMENT 1



CITY OF ESCONDIDO
Planning Division
 201 North Broadway
 Escondido, CA 92025-2798
 (760) 839-4671

ESCONDIDO HISTORIC DESIGNATION APPLICATION

(Check one) ☐ Historic Landmark ☒ Local Register

FOR INTERNAL USE ONLY	
Case No.:	PL23-0279
Date Received:	7/21/2023
Received By:	A. Rangel
Fees Received:	\$500.00
Date Approved:	
Application:	<input type="checkbox"/> Incomplete
	<input checked="" type="checkbox"/> Complete

Applicant: Melissa Garcia & Israel Murguia
 Address: 820 South Maple Street
 City/State/Zip: Escondido/CA/92025
 Phone No.: (H) 760)415-9749 (W) _____

Present Property Owner: Melissa Garcia/Israel Murguia
 Address: 820 South Maple Street
 City/State/Zip: Escondido/CA/92025
 Phone No.: (H) 760)415-9749 (W) _____

Address of Site/Structure: 820 South Maple Street
 Assessor Parcel No.: 233-382-06-00

Present Land Use: Single Family Home
 General Plan Designation: U1
 Tier/Neighborhood: Old Escondido Neighborhood

Common Name/
 Historic Name: The Morris House
 Architectural Style: Prairie Bungalow

Zoning: R-1-6: Single Family Residential
 Related Case File: _____

Put answers to questions 1-3 on the reverse side of this form.

1. Please describe historical aspects of the site or structure as well as any other significant factors which may determine this as an Historic Resource (i.e., special aesthetics; cultural, architectural, or engineering factors; and any dates, events, or persons associated with the site or structure).
2. Has the site or structure been altered in any way from its original design? Explain.
3. Are there any known threats to the site or structure? (i.e., private development, zoning, vandalism, public works, structural damage, etc.)

SUBMITTAL REQUIREMENTS:

- ☒ Complete legal description of property
- ☒ List of past and present occupants/owners
- ☒ 1 copy of site plan
- ☒ Photos of exterior of structure/site
- ☒ Evidence that the property owner has consented to designating the Historic/Cultural Resource as an Historic Landmark/Local Register Property
- ☒ Chain of Title
- ☒ State of California Department of Parks and Recreation Forms 523a & b (attached)

Melissa Garcia 7/21/23
 Applicant Signature (Date)

Melissa Garcia 7/21/23
 Property Owner Signature (Date)
Israel Murguia 7/21/23

1.

Prairie style bungalow built in 1925 known as the Morris House. The original structure was a small, square 2 bedroom, 1 bath bungalow. Historical aspects attributed to Frank Lloyd Wright and Sullivan's prairie style. These include horizontal lines to mirror prairie lands, low-pitched/flat roof, over-hanging eaves, stucco siding, and restrained ornamentation. The one-level structure sits high above the street with a stepped terraced walkway leading to a covered front porch supported by square pillars. The symmetry of the facade, deep eaves, shallow pitch of the roof, and simple horizontal lines are all typical of the prairie style home. Historical aspects inside the home includes built in cabinetry, original white pine hard wood floors, painted grass wallpaper, original windows, doors and shutters, and brick fireplace. Only prairie style bungalow in Old Escondido Neighborhood. Reportedly won the Historic Preservation Award in 1994.

2.

In the 1970's a master bedroom and bathroom, family room, kitchen and patio were added to the original structure. The footprint of the original structure was not altered. In 1992, retaining walls leading from the street to slope house entry were built.

3.

Not applicable



CITY OF ESCONDIDO
 Planning Division
 201 North Broadway
 Escondido, CA 92025-2798
 (760) 839-4671
 Fax: (760) 839-4313

**HISTORIC PROPERTY PRESERVATION
 (MILLS ACT) APPLICATION AND AGREEMENT**

FOR INTERNAL USE ONLY	
Case No.:	_____
Date Submitted:	_____
Project Planner:	_____
Fees:	_____
Receipt No.:	_____
<input type="checkbox"/> Incomplete	Date of Notice _____
<input type="checkbox"/> Complete	Date _____

APPLICANT/CONTACT PERSON

Name (Print): Israel Murguia
 Address: 820 S. Maple Street
 City, State, Zip: Escondido, CA 92025
 Phone: 760-445-7863
 Fax: _____
 E-mail: izzymurguia@gmail.com
 Signature: _____

OWNER (If multiple owners/addresses, attach additional sheets as necessary.)

Name (Print): Israel Murguia
 Address: 820 S. Maple Street
 City, State, Zip: Escondido, CA 92025
 Phone: 760-445-7863
 Fax: _____
 E-mail: izzymurguia@gmail.com
 Signature: *Israel Murguia*
 (authorizing applicant to submit application)

SITE INFORMATION

Property Address: 820 S, Maple Street
 Assessor's Parcel Number: _____
 Historic Name: Morris House

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
☐ Local ☐ State ☐ National
 Date of Designation: _____
 Local Register Listing: ☐ Yes ☐ No
 Date of Listing: _____

POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

Please list the improvements which are intended to take place over the next 10 years. List them in order of owner's priority. The improvements listed may be as specific or as general as the applicant prefers; however, physical alterations shall comply with the Secretary of Interior standards. Emergency maintenance not identified in this Agreement may be substituted for listed improvements. The listed improvements may be performed out of order, depending on the property owner's financial situation. Visits to the property by City representatives to monitor the progress will be performed every two to three years.

PROPOSED IMPROVEMENTS

- 1) Install one GAF Masterflow EZ cool plug-in power vent into the existing roofing
- 2) Build ground level deck in upper terraced area of yard
- 3) Build retaining wall and fence between house (southernly side) and alley
- 4) Seismic retrofit by installing isolated piers between existing piers with standard footings, pre-cast post bases, pressure treated posts and simpson strong ties
- 5) Replace guest restroom floor and shower tile



CITY OF ESCONDIDO
 Planning Division
 201 North Broadway
 Escondido, CA 92025-2798
 (760) 839-4671
 Fax: (760) 839-4313

**HISTORIC PROPERTY PRESERVATION
 (MILLS ACT) APPLICATION AND AGREEMENT**

FOR INTERNAL USE ONLY	
Case No.:	_____
Date Submitted:	_____
Project Planner:	_____
Fees:	_____
Receipt No.:	_____
<input type="checkbox"/> Incomplete	_____ Date of Notice
<input type="checkbox"/> Complete	_____ Date

APPLICANT/CONTACT PERSON

Name (Print): Israel Murguia
 Address: 820 S. Maple Street
 City, State, Zip: Escondido, CA 92025
 Phone: 760-445-7863
 Fax: _____
 E-mail: lzzymurguia@gmail.com
 Signature: _____

OWNER (If multiple owners/addresses, attach additional sheets as necessary.)

Name (Print): Melissa Garcia
 Address: 820 S. Maple Street
 City, State, Zip: Escondido, CA 92025
 Phone: 760-415-9749
 Fax: _____
 E-mail: lissalou1324@gmail.com
 Signature: *Melissa Garcia*
 (authorizing applicant to submit application)

SITE INFORMATION

Property Address: 820 S, Maple Street
 Assessor's Parcel Number: _____
 Historic Name: Morris House

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
☐ Local ☐ State ☐ National
 Date of Designation: _____
 Local Register Listing: ☐ Yes ☐ No
 Date of Listing: _____

POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

Please list the improvements which are intended to take place over the next 10 years. List them in order of owner's priority. The improvements listed may be as specific or as general as the applicant prefers; however, physical alterations shall comply with the Secretary of Interior standards. Emergency maintenance not identified in this Agreement may be substituted for listed improvements. The listed improvements may be performed out of order, depending on the property owner's financial situation. Visits to the property by City representatives to monitor the progress will be performed every two to three years.

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- 2) Build ground level deck in upper terraced area of yard
- 3) Build retaining wall and fence between house (southernly side) and alley
- 4) Seismic retrofit by installing isolated piers between existing piers with standard footings, pre-cast post bases, pressure treated posts and simpson strong ties
- 5) Replace guest restroom floor and shower tile

Chain of Title Summary
820 S. Maple Street
Escondido CA 92025

c. 1947 – Property sold to Clemens and Gussie Young*

1949 – Property sold to Selma and Dora Kihle*

1951 – Property sold to Phillip Carlile Dubois

1951 – Property granted to CA Department of Veteran Affairs

Unknown – Property sold to W.E. and Bertha Mae Tomkinson*

1959 – Property sold to George and Kathryn Bailey

1960 – Property sold to Hoke and Jane Trout

1966 – Property sold to Albert and Mary Simon

1970 – Property sold to Glen and Lorene Elam

1977 – Property sold to Russell and Marilyn Scott

2007 – Property sold to Denise Cerro

2009 – Property sold to Claus Gornig

2015 – Leslie Gornig (daughter of Claus) was quitclaim deeded property when Clause died (Quitclaim Deed and Affidavit of Death not included)

2015 – Property sold to Melissa Garcia and Israel Murguia

*Grant Deed Not Found

Recording Requested By:

WFG Title Company of
California, San Diego

DOC# 2020-0457260

Item8.



Aug 14, 2020 12:15 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$30.00 (SB2 Atkins: \$0.00)

PCOR: YES

PAGES: 3

**MAIL TAX STATEMENTS AND
WHEN RECORDED MAIL TO:**

Israel Murguia and Melissa Garcia

820 South Maple Street

Escondido, CA 92025

Order No.: 20-256658

APN: 233-382-06-00

* Exempt from fee per GC27388.1, document
transfers real property that is a residential
dwelling to an owner-occupier

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S): This conveyance changes the manner in which title is held, grantor(s) and grantee(s) remain the same and continue to hold the same proportionate interest, R & T 11911.

DOCUMENTARY TRANSFER TAX is \$0 CITY TAX \$0

☒ computed on full value of property conveyed, or☐ computed on full value less liens and encumbrances remaining at time of sale,☐ Unincorporated area ☒ City of Escondido, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Israel Murguia and Melissa Garcia, husband and wife as joint tenants, (who acquired title as

Israel Leonardo Murguia and Melissa Jeanne Garcia, husband and wife as joint tenants)

hereby GRANT(S) to

Israel Murguia and Melissa Garcia, husband and wife as joint tenants,

the following described real property in the City of Escondido, County of San Diego, State of California:

SEE ATTACHED EXHIBIT "A"

The property more commonly known as: 820 South Maple Street, Escondido, CA 92025

Dated: 8/11/20Israel Murguía
Israel MurguíaMelissa Garcia
Melissa Garcia

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

} SS.

On AUGUST 11, 2020, before me, LAURA S. WYNNS, a Notary Public, personally appeared ISRAEL MURGUIA AND MELISSA GARCIA

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Laura S. Wynns, NOTARY PUBLIC

MAIL TAX STATEMENTS AS DIRECTED ABOVE



EXHIBIT "A"

THE SOUTHERLY 70.00 FEET OF LOTS 15 AND 16 IN BLOCK 193 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336. FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

APN: 233-382-06-00

DOC# 2015-0420210



Aug 07, 2015 02:54 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER

FEES: \$538.00

PCOR: YES

PAGES: 3

RECORDING REQUESTED BY:

Chicago Title Company - SD

Escrow Order No.: 73715009423

When Recorded Mail Document To:

Israel Murguia and Melissa J. Garcia
820 South Maple Street
Escondido, CA 92025

APN/Parcel ID(s): 233-382-06-00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

☐ This transfer is exempt from the documentary transfer tax.☒ The documentary transfer tax is \$517.00 and is computed on:☒ the full value of the interest or property conveyed.☐ the full value less the liens or encumbrances remaining thereon at the time of sale.The property is located in ☒ the City of Escondido.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Leslie Ruth Gornig

an unmarried woman

hereby GRANT(S) to Israel Leonardo Murguia and Melissa Jeanne Garcia, Husband and Wife as Joint Tenants and Randolph C. Garcia and Tracy A. Garcia, Husband and Wife as Joint Tenants, all the following described real property in the City of Escondido, County of San Diego, State of California: as Joint Tenants

For APN/Parcel ID(s): 233-382-06-00

THE SOUTHERLY 70.00 FEET OF LOTS 15 AND 16 IN BLOCK 193 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

Dated: July 8, 2015

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Leslie Ruth Gornig

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED

(continued)

APN/Parcel ID(s): 233-382-06-00

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CaliforniaCounty of San Diego

On 7/14/15 before me, Theresa Smigiel, Notary Public,
(here insert name and title of the officer)

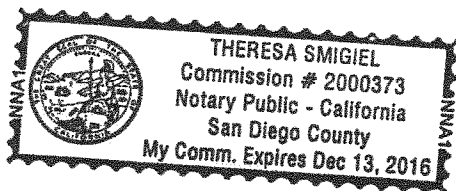
personally appeared Lasue Ruth Moreno,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Theresa Smigiel

(Seal)



2P
1CIP
DOC# 2015-0362158RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:NOEL M. ALLEN
Attorney at Law
247 E. Fourth Avenue
Escondido, CA 92025

Jul 10, 2015 09:19 AM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER

FEES: \$18.00

PCOR: YES

PAGES: 2

APN: 233-382-06

AFFIDAVIT DEATH OF JOINT TENANT

STATE OF CALIFORNIA

)ss

COUNTY OF SAN DIEGO

LESLIE RUTH GORNIG, being first duly sworn, deposes and says:

That CLAUS GORNIG, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as CLAUS GORNIG, named as one of the parties in that certain Quitclaim Deed dated January 20, 2010, executed by CLAUS GORNIG, an unmarried man to CLAUS GORNIG, an unmarried man and LESLIE RUTH GORNIG, an unmarried woman, as Joint Tenants, recorded as Instrument No. 2010-0042651, on January 27, 2010, in Book , Page , of Official records of San Diego County, California, covering the following described property situated in the County of San Diego, State of California:

The Southerly 70.00 feet of Lots 15 and 16 in Block 193 of Escondido, in the City of Escondido, County of San Diego, State of California, according to Map thereof No. 336, filed in the Office of the County Recorder of San Diego County, July 10, 1886.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed this 2nd day of JULY, 2015, at ESCONDIDO, California.

Leslie Ruth Gornig
LESLIE RUTH GORNIG

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

Item 8.

COUNTY OF SAN DIEGO

3052015112879

CERTIFICATE OF DEATH

3201537009519

STATE FILE NUMBER		COUNTY OF CALIFORNIA USE BLACK INK ONLY - NO ERASURES, WHITEOUTS OR ALTERATIONS (No. 10001 2/00)		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given) CLAUS		2. MIDDLE -		3. LAST (Family) GORNIG	
4. AL SO KNOWN AS - (Include the AKA (FIRST, MIDDLE, LAST))		4. DATE OF BIRTH mm/dd/yyyy 07/12/1938		6. AGE Yrs. 76	
8. BIRTH STATE/FOREIGN COUNTRY GERMANY		10. SOCIAL SECURITY NUMBER 9814		11. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	
12. EDUCATION - Highest Level/Degree (Indicate year of graduation or last)		14. WAS DECEDENT HISPANIC/LATINO/SPANISH? (If yes, see worksheet on back) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		16. DECEDENT'S RACE - Up to 3 races may be listed (See worksheet on back) WHITE	
13. SOME COLLEGE <input type="checkbox"/> YES		15. MARITAL STATUS/DEPT (in Year of Death) DIVORCED		17. DATE OF DEATH mm/dd/yyyy 06/07/2015	
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED OWNER OPERATOR		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) PICTURE FRAMING COMPANY		19. YEARS IN OCCUPATION 25	
20. DECEDENT'S RESIDENCE (Street and number, or location) 820 S MAPLE ST					
21. CITY ESCONDIDO		22. COUNTY/PROVINCE SAN DIEGO		23. ZIP CODE 92025	
24. YEARS IN COUNTY 33		25. STATE/FOREIGN COUNTRY CA			
26. INFORMANT'S NAME, RELATIONSHIP LESLIE GORNIG, DAUGHTER			27. INFORMANT'S MAILING ADDRESS (Street and number, or suite/box number, city or town, state and zip) 820 S MAPLE ST, ESCONDIDO, CA 92025		
28. NAME OF SURVIVING SPOUSE/DEPT - FIRST -		29. MIDDLE -		30. LAST (BIRTH NAME) -	
31. NAME OF FATHER/PARENT - FIRST KURT		32. MIDDLE -		33. LAST GORNIG	
34. BIRTH STATE GERMANY		35. NAME OF MOTHER/PARENT - FIRST RUTH		36. MIDDLE -	
37. LAST (BIRTH NAME) STEFAN		38. BIRTH STATE GERMANY			
39. DISPOSITION DATE mm/dd/yyyy 06/09/2015		40. PLACE OF FINAL DISPOSITION RES. LESLIE GORNIG 820 S MAPLE ST, ESCONDIDO, CA 92025			
41. TYPE OF DISPOSITION(S) CR/RES		42. SIGNATURE OF EMBALMER NOT EMBALMED		43. LICENSE NUMBER	
44. NAME OF FUNERAL ESTABLISHMENT CREMATION SERVICES INC.		45. LICENSE NUMBER FD1618		46. SIGNATURE OF LOCAL REGISTRAR WILMA J WOOTEN, MD MPH	
47. DATE mm/dd/yyyy 06/09/2015					
48. PLACE OF DEATH RESIDENCE		49. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> IF <input type="checkbox"/> EMER <input type="checkbox"/> DCA <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home, etc. <input checked="" type="checkbox"/> Other			
50. COUNTY SAN DIEGO		51. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) 820 S MAPLE ST		52. CITY ESCONDIDO	
53. CAUSE OF DEATH HODGKIN'S LYMPHOMA		54. DEATH REPORTED TO CORONER? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		55. MONS WV15-02781	
56. IMMEDIATE CAUSE (First disease or condition resulting in death) HODGKIN'S LYMPHOMA		57. SUBSEQUENTLY, but continuing, if any, leading to cause of death MAJOR DEPRESSION		58. BODY PREPARED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
59. UNDERLYING CAUSE (Disease or injury that initiated the events resulting in death) LAST		60. AUTOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		61. LIES IN DEPENDENT CARE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
62. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 56 MAJOR DEPRESSION					
63. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 56 OR 57? (If yes, list type of operation and date.) NO					
64. CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. Declarant Attested Sign: _____ Date: 04/29/2015		65. SIGNATURE AND TITLE OF CERTIFIER DAVID ANTONE BORECKY M.D.		66. LICENSE NUMBER G64341	
67. TYPE OF UNDERLYING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE DAVID ANTONE BORECKY M.D.		68. DATE mm/dd/yyyy 06/09/2015			
69. CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined		70. REQUIRED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		71. INJURY DATE mm/dd/yyyy	
72. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		73. HOUR (in Hours)			
74. DESCRIBE HOW INJURY OCCURRED (If words which resulted in injury)					
75. LOCATION OF INJURY (Street and number, or location, and city, and zip)					
76. SIGNATURE OF CORONER / DEPUTY CORONER		77. DATE mm/dd/yyyy		78. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
79. STATE REGISTRAR		80. FAX AUTH.		81. CENSUS TRACT	

County of San Diego - Health & Human Services Agency - 3851 Rosecrans Street. This is to certify that, if bearing the OFFICIAL SEAL OF THE STATE OF CALIFORNIA, the OFFICIAL SEAL OF SAN DIEGO COUNTY AND THEIR DEPARTMENT OF HEALTH SERVICES EMBOSSED SEAL, this is a true copy of the ORIGINAL DOCUMENT FILED.

DATE ISSUED: June 16, 2015

WILMA J. WOOTEN, M.D., M.P.H.
REGISTRAR OF VITAL RECORDS
County of San Diego

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar



A002875357

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

DOC # 2010-0042651

Item 8.



**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

NOEL M. ALLEN
Attorney at Law
247 E. Fourth Avenue
Escondido, CA 92025

JAN 27, 2010 12:00 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER

FEES: 10.00
DC: DC

PAGES: 1

9667



MAIL TAX STATEMENTS TO:

Mr. Claus Gornig
154 E. Sixth Avenue
Escondido, CA 92025

DOCUMENTARY TRANSFER TAX \$ -0- GIFT

Computed on the consideration or value of property conveyed; or
Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Noel M. Allen, Attorney at Law
Signature of Declarant or Agent determining tax-Firm Name

APN: 233-382-06

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
CLAUS GORNIG, AN UNMARRIED MAN

do(es) hereby REMISE, RELEASE AND FOREVER QUITCLAIM to
CLAUS GORNIG, an unmarried man, and LESLIE RUTH GORNIG, an unmarried woman, as joint tenants

the real property in the City of
County of San Diego

State of California, described as

The Southerly 70.00 feet of Lots 15 and 16 in Block 193 of Escondido, in the City of Escondido, County of
San Diego, State of California, according to Map thereof No. 336, filed in the Office of the County
Recorder of San Diego County, July 10, 1886.

Dated JANUARY 20, 2010

State of California)
)ss
County of San Diego)

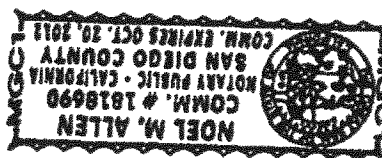
Claus Gornig
CLAUS GORNIG

On the 20th day of JANUARY, 2010, before me, the undersigned,
NOEL M. ALLEN, a Notary Public, personally appeared CLAUS GORNIG,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on
the instrument the person executed the within instrument.

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

WITNESS my hand and official seal.

Noel M. Allen
NOTARY PUBLIC



DOC # 2009-0708457

RECORDING REQUESTED BY:
Chicago Title Company
Order No.: 73709000021

When Recorded Mail Document To:
Claus Goring
820 South Maple Street
Escondido, CA 92025

F6
2P
UF
11

DEC 23, 2009 8:00 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER

6310

FEES: 429.00
DC: 00

PAGES: 2

980043131-14

APN/Parcel ID(s): 233-382-06-00 ✓

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

- ☐ This transfer is exempt from the documentary transfer tax.
☒ The documentary transfer tax is \$407.00 and City Tax is \$_____ and is computed on:
☒ the full value of the interest or property conveyed.
☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☒ the City of Escondido.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Denise Lee Cerro, an unmarried woman,

hereby GRANT(S) to Claus ~~Goring~~ Gornig, an unmarried man

the following described real property in the City of Escondido, County of San Diego, State of California: .

For APN/Parcel ID(s): 233-382-06-00

The Southerly 70.00 feet of Lots 15 and 16 in Block 193 of Escondido, in the City of Escondido, County of San Diego, State of California, according to Map thereof No. 336, filed in the Office of the County Recorder of San Diego County, July 10, 1886.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Denise Lee Cerro

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED

(continued)

6311

APN/Parcel ID(s): 233-382-06-00

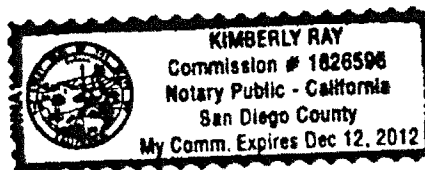
State of CaliforniaCounty of San DiegoOn December 17, 2009 before me, Kimberly Ray, Notary Public, personally appeared

Denise Lee Cerro
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Kimberly Ray (Seal)
 Signature



MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY:
EQUITY TITLE COMPANY - SAN DIEGO

AND WHEN RECORDED MAIL TO:
Denise Lee Cerro
820 South Maple Street
Escondido, CA 92025

Order No.: SD0651473
Escrow No.: EC-15421-SL
A.P.N.: 233-382-06

DOC # 2007-00250

Item 8.

JAN 11, 2007 3:56 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER

FEES: 526.00

DC: OC

PAGES: 2

SPACE ABOVE
GRANT DEED

2007-0025094

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$ 506.00 CITY TRANSFER TAX IS \$

[XX] computed on full value of property conveyed, or

[] computed on full value less value of liens or encumbrances remaining at time of sale.

[] unincorporated area [XX] City of Escondido AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

B. Russell Scott Jr. and Marilyn V. Scott, husband and wife as joint tenants

hereby GRANT(S) to

Denise Lee Cerro, an unmarried woman

the following described real property in the County of **San Diego**, State of California:

The Southerly 70.00 feet of Lots 15 and 16 in Block 193 of Escondido, City of Escondido, County of San Diego, State of California, according to Map thereof No. 336 filed in the Office of the County Recorder of San Diego County, July 10, 1886.

Dated: **November 17, 2006**

STATE OF ~~CALIFORNIA~~ ^{West Virginia}

COUNTY OF ~~San Diego~~ ^{Ohio} } ss.

On 12-6-2006 before me

Carl A. Harris
Notary Public, personally appeared

Marilyn V. Scott

B. Russell Scott Jr.

Marilyn V. Scott

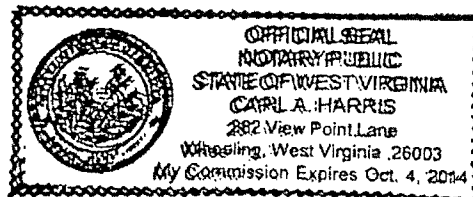
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Signature of Notary

Commission Expiration Date: Oct. 4, 2014



(This area for official notarial seal)

MAIL TAX STATEMENTS TO: Denise Lee Cerro, 820 South Maple Street, Escondido, CA 92025

RECORDING REQUESTED BY:
EQUITY TITLE COMPANY - SAN DIEGO

AND WHEN RECORDED MAIL TO:
Denise Lee Cerro
820 South Maple Street
Escondido, CA 92025

Order No.: SD0651473
Escrow No.: EC-15421-SL
A.P.N.: 233-382-06

14732

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE
GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$. . . CITY TRANSFER TAX IS \$
[XX] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale.
[] unincorporated area [XX] City of Escondido AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

B. Russell Scott Jr. and Marilyn V. Scott, husband and wife as joint tenants

hereby GRANT(S) to

Denise Lee Cerro, an unmarried woman

the following described real property in the County of **San Diego**, State of California:

The Southerly 70.00 feet of Lots 15 and 16 in Block 193 of Escondido, City of Escondido, County of
San Diego, State of California, according to Map thereof No. 336 filed in the Office of the County
Recorder of San Diego County, July 10, 1886.

Dated: **November 17, 2006**

CKK
CKK
STATE OF ~~CALIFORNIA~~ MISSOURI
COUNTY OF Camden } ss.

On 12/05/06 before me
Carolyn K. Krupp
Notary Public, personally appeared
B. Russell Scott Jr.

B. Russell Scott Jr.

Marilyn V. Scott

personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies) and that
by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the
person(s), acted, executed the instrument.

WITNESS my hand and official seal.

Signature Carolyn K. Krupp
Signature of Notary

Commission Expiration Date: 8/24/09



CAROLYN K. KRUPP
My Commission Expires
August 24, 2009
Camden County
Commission #05524702

(This area for official notarial seal)

MAIL TAX STATEMENTS TO: Denise Lee Cerro, 820 South Maple Street, Escondido, CA 92025

RECORDING REQUESTED BY		77-294076 FILE/PAGE NO. BOOK 1977 RECORDED REQUEST OF SAFECO TITLE INSURANCE COMPANY JUL 22 8:00 AM '77 OFFICIAL RECORDS SAN DIEGO COUNTY, CALIF. HARLEY F. BLOOM RECORDER \$3.00
MAIL TAX STATEMENT TO 1517		
SAME AS below		
WHEN RECORDED MAIL TO Name B. Russell Scott, Jr. Street and Marilyn V. Scott Address 820 So. Maple City Escondido, Ca. 92025 State Zip		
ORDER NO. A-566264 ESCROW NO. 259-1243		RECORDERS USE ONLY GRANT DEED (INDIVIDUAL)

The undersigned grantor(s) declare(s):
 Documentary transfer tax is \$ 44.00 TRANSFER TAX PAID
☒ Computed on full value of property conveyed, or
☐ Computed on full value less value of liens and encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Escondido
 Tax Parcel No. 233-382-06 ; Code Area: 4000

GLEN D. ELAM and LORENE A. ELAM, husband and wife,

FOR A VALUABLE CONSIDERATION, HEREBY GRANT TO

B. RUSSELL SCOTT, JR. and MARILYN V. SCOTT, husband and wife,
 as Joint Tenants

the real property in the County of San Diego, State of California, described as:

The Southerly 70.00 feet of Lots 15 and 16 in Block 193 of Escondido,
 City of Escondido, County of San Diego, State of California, according
 to Map thereof No. 336 filed in the Office of the County Recorder of
 San Diego County, July 10, 1886.

FREE FROM ENCUMBRANCES EXCEPT:

1. ALL General and Special Taxes for the fiscal year 1977-1978.
2. Conditions, restrictions, reservations, covenants, easements, rights and rights of way, of record, if any.

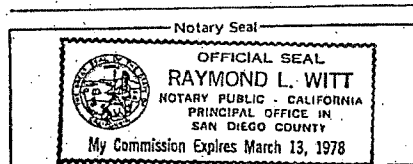
Dated: June 3, 1977
 STATE OF CALIFORNIA } ss.
 COUNTY OF San Diego }
 On July 20, 1977,
 before me, the undersigned, a Notary Public in and for said
 County and State; personally appeared
Glen D. Elam
 and Lorene A. Elam

known to me to be the persons whose names are
 subscribed to the within instrument and acknowledged that
 they executed the same.

WITNESS my hand and official seal,

Raymond L. Witt
 Notary Public in and for said County and State.

Glen D. Elam
 (Glen D. Elam)
Lorene A. Elam
 (Lorene A. Elam)



MAIL TAX STATEMENT AS DIRECTED ABOVE

OFFICIAL RECORDS, SAN DIEGO COUNTY, HARLEY F. BLOOM, RECORDER

RECORDING REQUESTED BY Palomar Savings & Loan Association MAIL TAX STATEMENT TO See information below. WHEN RECORDED MAIL TO Name Mr. and Mrs. Glen D. Elam Street 820 South Maple Address Escondido, Ca. 92025 City State Zip		551 35245 FILE/PAGE No. RECORDED AT REQUEST OF FIRST CALIFORNIA TITLE CO. FEB 26 1970 AT 9:00 A.M. 70 BOOK 1970 OFFICIAL RECORDS SAN DIEGO COUNTY CALIFORNIA A. S. GRAY, COUNTY RECORDER \$2.00
ORDER NO. 63471-R ESCROW NO. 7023	RECORDERS USE ONLY DOCUMENTARY TRANSFER TAX \$ 8.80 <input checked="" type="checkbox"/> COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR <input type="checkbox"/> COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING THEREON AT TIME OF SALE. Signature of declarant or agent determining tax Palomar Savings & Loan Assoc. Unincorporated Area _____ City of Escondido	
GRANT DEED (INDIVIDUAL)		TRANSFER TAX PAID A. S. GRAY, COUNTY RECORDER

MARY F. SIMON, a widow

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

GLEN D. ELAM and LORENE A. ELAM,
 HUSBAND AND WIFE AS JOINT TENANTS

the real property in the County of San Diego State of California, described as:

The Southerly 70 feet of Lots 15 and 16 in Block 193 of ESCONDIDO,

according to Map thereof No. 336 filed in the office of the County

Recorder of San Diego County, July 10, 1886.

Dated: February 18, 1970

STATE OF CALIFORNIA
 COUNTY OF _____ } ss.

On February 18, 1970, 19____
 before me, the undersigned, a Notary Public in and for said
 County and State, personally appeared _____

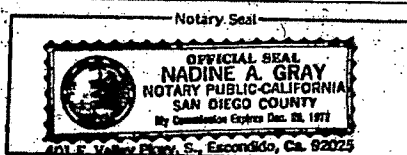
Mary F. Simon

known to me to be the person whose name is _____
 subscribed to the within instrument and acknowledged that
 she _____ executed the same.

WITNESS my hand and official seal.

Nadine A. Gray
 Notary Public in and for said County and State.

Mary F. Simon
 Mary F. Simon



MAIL TAX STATEMENT AS DIRECTED ABOVE

RECORDING REQUESTED BY
PALOMAR SAVINGS AND LOAN ASSOCIATION

FILE/PAGE NO. **91439**
RECORDED AT REQUEST OF
STEWART TITLE CO.

590

AND WHEN RECORDED MAIL TO

NAME **Mr. and Mrs. Albert H. Simon**
ADDRESS **145 W. Hill**
CITY & STATE **Escondido, California**

MAY 21 1965
AT 8:00 A.M. '65
SERIES 6 BOOK 1943
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIFORNIA
A. J. DRAK, COUNTY RECORDER

Title Order No. **27396 F** Escrow No. **6890****\$2.80**

SPACE ABOVE THIS LINE FOR RECORDER'S USE



Grant Deed

L-1

THIS FORM FURNISHED BY SECURITY TITLE INSURANCE COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

HOKE E. TROUT and JANE E. TROUT, husband and wifehereby GRANT(S) to **ALBERT H. SIMON and MARY F. SIMON, husband and wife, as joint tenants**

the following described real property in the
county of **San Diego**, state of California:

The southerly 70 feet of Lots 15 and 16 in Block 193 of Escondido, City of Escondido,
County of San Diego, State of California, according to Map thereof No. 336, filed
in the office of the County Recorder of San Diego County, July 10, 1886.

Dated **April 1, 1965**

STATE OF CALIFORNIA }
COUNTY OF **San Diego** } SS.

On **May 12, 1965** before me, the under-
signed, a Notary Public in and for said County and State, personally
appeared **Jane E. Trout**

known to me
to be the person whose name **J E** subscribed to the within
instrument and acknowledged that **she** executed the same.

Catherine McNair
My Commission Expires April 23, 1968

Name (Typed or Printed)
Notary Public in and for said County and State

Hoke E. Trout
Jane E. Trout
by **Jane E. Trout, A. Torney-in-fact**
Jane E. Trout

FOR NOTARY SEAL OR STAMP



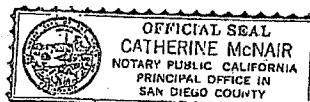
STATE OF CALIFORNIA
COUNTY OF San Diego } SS.
On May 17, 1965 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared JANE A. TRAUT
known to me to be the person whose name IS
subscribed to the within instrument, as the Attorney in fact of
HORR E. TRAUT
and acknowledged to me that she subscribed the name
of HORR E. TRAUT thereto as
principal and her own name as Attorney in fact.

Signature Catherine McNair
My Commission Expires April 23, 1968

Name (Typed or Printed)
Notary Public in and for said County and State

591

FOR NOTARY SEAL OR STAMP



OFFICIAL RECORDS COUNTY OF SAN DIEGO A.S. GRAY RECORDER

177941-F

615

Grant Deed

By this instrument dated July 20, 1960, for a valuable consideration,

GEORGE F. BAILEY and KATHRYN L. BAILEY, husband and wife

hereby GRANTS to HOKE E. TROUT and JANE A. TROUT, husband and wife, as joint tenants

The following described Real Property in the State of California, County of San Diego,
City of Escondido

The Southerly 70 feet of Lots Fifteen and Sixteen in
Block One Hundred Ninety-three of ESCONDIDO, according
to Map thereof No. 336, filed in the office of the
County Recorder of said San Diego County, July 10, 1886.

Affix
IRS
\$ 7.70



STATE OF CALIFORNIA
COUNTY OF

San Diego

ss.

On July 21, 1960 before me,
the undersigned, a Notary Public in and for said County
and State, personally appeared

George F. Bailey and Kathryn L. Bailey

known to me to be the person s whose name s are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

WITNESS my hand and Official seal,

(Seal) Marlaine Trusch
Notary Public of California, Commission issued
for San Diego County

My Commission Expires April 21, 1961

AFTER RECORDING MAIL TO
Palomar Savings and Loan Association
401 E. Ohio Ave.

Escondido, California

SPACE BELOW FOR RECORDERS USE ONLY

160585

FILE/PAGE NO. _____
RECORDED REQUEST OF

Land Title Insurance Co.
AUG 9 8:00 A.M. 1960

SERIES I BOOK 1960
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
ROGER N. HOWE, RECORDER

OFFICIAL RECORDS - COUNTY OF SAN DIEGO - ROGER N. HOWE, COUNTY RECORDER

BOOK 7788 PAGE 335

GRANT DEED

THIS FORM FURNISHED BY UNION TITLE INSURANCE

Affix I. R. S. Stamps

533 10-50

W. E. TOMKINSON and BERTHA MAE TOMKINSON, husband and wife,

FOR A VALUABLE CONSIDERATION, do hereby

GRANT to GEORGE F. BAILEY and KATHRYN L. BAILEY, husband and wife as joint tenants,

the real property in the City of Escondido,
State of California, described as:

County of San Diego,

The South Seventy feet (S. 70') of Lots Fifteen (15) and Sixteen (16)
in Block One Hundred Ninety-three (193) of ESCONDIDO, according to
Map thereof No. 336, filed in the office of the County Recorder of
said San Diego County, July 10, 1886.

Dated: June 5, 1959

✓ *W. E. Tomkinson*
W. E. TOMKINSON
✓ *Bertha Mae Tomkinson*
BERTHA MAE TOMKINSON

State of California }
County of San Diego } ss.

On June 7, 1959
before me, the undersigned, a Notary Public in and for said
County and State, personally appeared

W. E. TOMKINSON

AND

BERTHA MAE TOMKINSON

known to me to be the persons whose names are
subscribed to the within instrument and acknowledged that
they executed the same.
WITNESS my hand and official seal.



Notary Public in and for said County and State.
My Commission Expires Jan. 23, 1962

After recording, mail to:

PALOMAR SAVINGS AND LOAN ASSOCIATION
401 E. Ohio, Escondido, California

Order No. Escrow No. 59264

SPACE BELOW FOR RECORDER'S USE ONLY

DOCUMENT NO. 149933
RECORDED REQUEST OF

Union Title Insurance Co.

JUL 24 1959 9:00 A.M.

BOOK 7788 PAGE 335

OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
ROGER N. HOWE, RECORDER

Veteran: Philip C. Dubois
Contract No. 50383

480210 dh

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

BOOK 3972 PAGE 410

GRANT DEED

THIS FORM FURNISHED BY UNION TITLE INSURANCE AND TRUST COMPANY

Attest I. R. S. None

Form 555 3-30

WM. PHILIP C. DUBOIS and WELMA N. DUBOIS,
husband and wife, as

FOR A VALUABLE CONSIDERATION, do hereby

GRANT to DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA

the real property in the City of Escondido,
State of California, described as:

County of San Diego,

Lot Fourteen and the South 70 feet of Lots Fifteen and
Sixteen in Block 193 of Escondido, according to Map
thereof No. 336, filed in the office of the County
Recorder of San Diego County, July 10, 1900.

ALSO all that portion of the Southerly 10 feet of
West 8th Avenue lying Northerly of and adjoining said
Lot Fourteen as closed.

Dated: January 30, 1951

Philip C. Dubois
Philip C. Dubois
Welma N. Dubois
Welma N. Dubois

State of CALIFORNIA } ss.
County of SAN DIEGO }

On February 9, 1951
before me, the undersigned, a Notary Public in
and for said County and State, personally appeared
PHILIP C. DUBOIS and
WELMA N. DUBOIS

known to me to be the person whose name is subscribed to the within instrument and acknowledged that
they executed the same.

WITNESS my hand and official seal.

(Seal) *A. O. Hamann*
Notary Public in and for said County and State.

SPACE BELOW FOR RECORDER'S USE ONLY

DOCUMENT No. 18555
RECORDED AT REQUEST OF
UNION TITLE INSURANCE & TRUST CO.
FEB 13 1951 at 9:AM.

BOOK 3972 PAGE 410
OFFICIAL RECORDS
County of San Diego, California

For \$ Folio 3
ROGER N. HOWE, County Recorder
By *Hamann* Deputy

BOOK 3972 PAGE 408

4180210

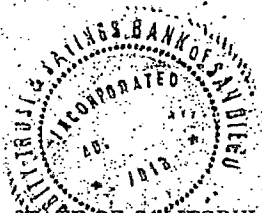
Full Reconveyance

WHEREAS, SECURITY TRUST & SAVINGS BANK OF SAN DIEGO, a corporation having its principal place of business at San Diego, California, Trustee under Deed of Trust executed by PHILIP C. DUBOIS and VELMA M. DUBOIS, husband and wife - - - - - Trustor, dated February 23, 1950, and recorded on March 6, 1950, in Book 3526, as Document No. 25405, page 381 of Official Records, in the office of the County Recorder of San Diego County, California, has been duly requested and instructed to reconvey the property hereinafter mentioned, by reason of the satisfaction of the indebtedness thereby secured.

THEREFORE, in compliance with said instructions, in consideration of the satisfaction of said indebtedness, and the payment of One Dollar, receipt of which is hereby acknowledged, the SECURITY TRUST & SAVINGS BANK OF SAN DIEGO does hereby quitclaim and reconvey to the person or persons legally entitled thereto, but without warranty, all of the property covered by said Deed of Trust now held by said Trustee thereunder, reference being hereby made to said Deed of Trust and the record thereof for a particular description of the property.

IN WITNESS WHEREOF, SECURITY TRUST & SAVINGS BANK OF SAN DIEGO, Trustee, has caused its name and corporate seal to be affixed by its officers thereunto duly authorized this 3rd day of February, 1951

SECURITY TRUST & SAVINGS BANK OF SAN DIEGO, Trustee.



P. J. Hoffman
Vice-President.
L. W. Kinsey
Assistant Trust Officer.

STATE OF CALIFORNIA, } ss.
County of San Diego, }

On this 3rd day of February, 1951, before me, the undersigned, a Notary Public in and for said County, personally appeared P. J. HOFFMAN, known to me to be the Vice President, and L. W. KINSEY, known to me to be the Assistant Trust Officer of SECURITY TRUST & SAVINGS BANK OF SAN DIEGO, Trustee, the Corporation that executed the foregoing instrument, and known to me to be the persons who executed the same on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same as such Trustee.

WITNESS my hand and official seal.



Helen L. Lech
Notary Public in and for said County of San Diego, State of California.

TIG 11-50 1M HP

(1) 18554

**FULL
RECONVEYANCE**

OF PROPERTY COVERED BY
DEED OF TRUST

No. _____

FROM
✓ Security Trust & Savings Bank
of San Diego (3)

INDEXED TRUSTEE
TO

PHILIP C. DUBOIS, et ux

3526
387

Dated February 3, 1951

BOOK 3972 PAGE 409

Order No. B 480210

When recorded please return this
instrument to

Philip C. Dubois

820 South Maple Street

Escondido, California

MARGIN

18554

DOCUMENT No. _____
RECORDED AT REQUEST OF
UNION TITLE INSURANCE & TRUST CO.
FEB 13 1951 at 9:AM

BOOK 3972 PAGE 408

OFFICIAL RECORDS
County of San Diego, California

Fees 1.90 Folios 5
ROGER N. HOWE, County Recorder

By M. J. M. Deputy

AGREEMENT OF SALE OF PROPERTY

B 480210
BOOK 3972 PAGE 411

Contract No. 56383

THIS INDENTURE AND AGREEMENT, Made and entered into
this 25th day of January, 1951, and
between the DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA,
hereinafter called the Department, and

----- PHILIP CARLILE DUBOIS -----
hereinafter called the Purchaser.

WITNESSETH: That the Department does hereby agree to sell to said Purchaser and said Purchaser does hereby agree to purchase from the Department at the price and upon the terms and conditions as set forth in the unrecorded purchase contract of even date herewith entered into between the parties hereto and on file in the office of the Department.

This Agreement covers that certain described real property known as

620 South Maple Street, Escondido

San Diego
lying and being in the County of
State of California, particularly described as follows:

Lot 14 and the South 70 feet of Lots 15 and 16 in Block 193 of Escondido, in the City of Escondido, County of San Diego, State of California, according to Map thereof No. 336, filed in the office of the County Recorder of San Diego County, July 10, 1886.

Also all that portion of the Southerly 10 feet of West 8th Avenue lying Northerly of and adjoining said Lot 14 as closed.

NOTE: The above described property lies within the district served by the Escondido Mutual Water Company, as shown by Miscellaneous Map No. 139, filed in the office of the County Recorder of San Diego County, December 11, 1937.

DEPARTMENT OF VETERANS AFFAIRS
of the STATE OF CALIFORNIA
D. J. CAGLUGHAN, JR., DIRECTOR

By [Signature]
Asst. Manager, Farm and Home Purchases
Purchaser [Signature]
JAN 25 1951

STATE OF CALIFORNIA } ss.
COUNTY OF SACRAMENTO }

On this _____ day of _____, 19____,
before me, JAMES R. McFARLAND, a Notary Public,

GEO. A. COMTE
personally appeared _____
known to me to be the Assistant Manager of Farm and Home
Purchases, known to me to be the person who executed the
within instrument on behalf of the said Department of
Veterans Affairs of the State of California therein named,
and acknowledged to me that such Department of Veterans
Affairs of the State of California executed the same.

I, [Signature], my hand and official seal the day and
year in this certificate first above written.

Notary Public in and for said County and State

DPH-F-8H-CL

ASSESSOR'S DEPARTMENT, COUNTY OF SAN DIEGO, CALIFORNIA

4000

7400

70-92-20

三

[illegible]

Attachment "1"

<i>Item8.</i>

Escondido Land & Town Company Sale of Block
to W.L. Powers of Whitman County, Washington
Territory for \$315.00.

W. L. Brown

This Indenture, Made the second day of March

in the year of our Lord, one thousand, eight hundred and eighty- *1888*

known as THE ESCONDIDO LAND AND TOWN COMPANY, a corporation duly organized under the laws of the State of California, party of the first part, and 97 1/2 Acres of the City of Palouse, Whitman County, Washington Territory

the sum of the second part, Witnesseth, that the said party of the first part, for and in consideration of the sum of Thirty one hundred & fifty DOLLARS in the gold coin of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and in consideration of the full performance of the covenants hereinafter contained, do by these presents, grant, bargain and sell, convey and assign unto the said party of the second part, and to his heirs and assigns forever, all the certain lot and parcel of land situate, lying and being in the town of

~~ESCONDIDO~~, SAN DIEGO COUNTY, STATE OF CALIFORNIA.

and brewed and particularly described as follows, to-wit:

and bounded and particularly described as follows, to-wit:

Lot numbered two (2),
one (6) and seven (7) in block numbered two
hundred and fifty one (251), containing
twenty (20) acres more or less according
to the map of the Rancho Rincon del Diablo
Rio; lots five (5) and six (6) in block numbered
two hundred and thirty (230) and lots one (1) and
two (2) in block numbered seventy eight (78) and
lots fourteen (14) fifteen (15) and sixteen (16)
in block numbered one hundred and twenty
three, according to the map of the Town of
Escondido, said maps made by C. N. Sanford
and filed in the Office of the County Recorder
in and for said County of San Diego, State
of California.

being part of the Rancho Nuevo San Pedro.

My personal and professional relationship with a woman living with the same HIV virus as I do has been a source of personal and professional growth. I have learned a great deal about the challenges of living with HIV and the importance of maintaining a strong support system. I have also learned that it is possible to live a full and meaningful life despite the challenges of HIV. I am grateful for the opportunity to have met and worked with this woman, and I am confident that the lessons I have learned will continue to guide me in my personal and professional life.

thence at a right angle Southerly 57 feet; and thence at a right angle Easterly 100 feet to the Westerly line of Peters Avenue and the point of commencement, being a part of Peters Block No. 67, Parcel Two: Commencing at the intersection of the Southerly line of Tansal Street with the Easterly line of Forty-third Avenue, running thence Easterly along said Southerly line of Tansal Street 57 feet, 6 in., thence at right angle Southerly 100 feet; thence at a right angle Westerly 57 feet & inches to the said Easterly line of Forty-third Avenue, thence at a right angle Northerly 100 feet along said Easterly line of Forty-third Avenue to the point of commencement.

The foregoing instrument is a correct copy of the Original on file in this Office.

Attest January 13, 1925.

L. E. Laxton,

County Clerk and Clerk of the Superior Court in and
for the County of Los Angeles, State of California.

M. Quint, Deputy,



Recorded at Request of A. G. Ritter, Jan. 26, 1925, at 44 Min. Past 12 o'clock P.M.

5914

Fee \$3.60

John M. Ferry County Recorder

COMPARED

Carline Fegan

-----0000000000-----

We, E. G. Logan and Alice Logan, husband and wife, of Escondido,
San Diego County, California.

For and in consideration of Ten \$00/100 Dollars.

Do hereby Grant to James E. Morris of Escondido, California.

All That Real Property Situated in the City of Escondido, County of
San Diego, State of California, bounded and described as follows:

Lot Fifteen (15) and Sixteen (16) in Block One Hundred and
Ninety-three (193), according to the Official Map of said City of Escondido, now on file
in the office of the Recorder of said County and State aforesaid.

TO HAVE AND TO HOLD the above granted and described premises unto the said
Grantee his heirs and assigns forever.

WITNESS our hands and seals this 19th. day of November 1914.

Signed and Executed in presence
of---

E. G. Logan (Seal)

Alice Logan (Seal)



State of California)
County of San Diego) ss.

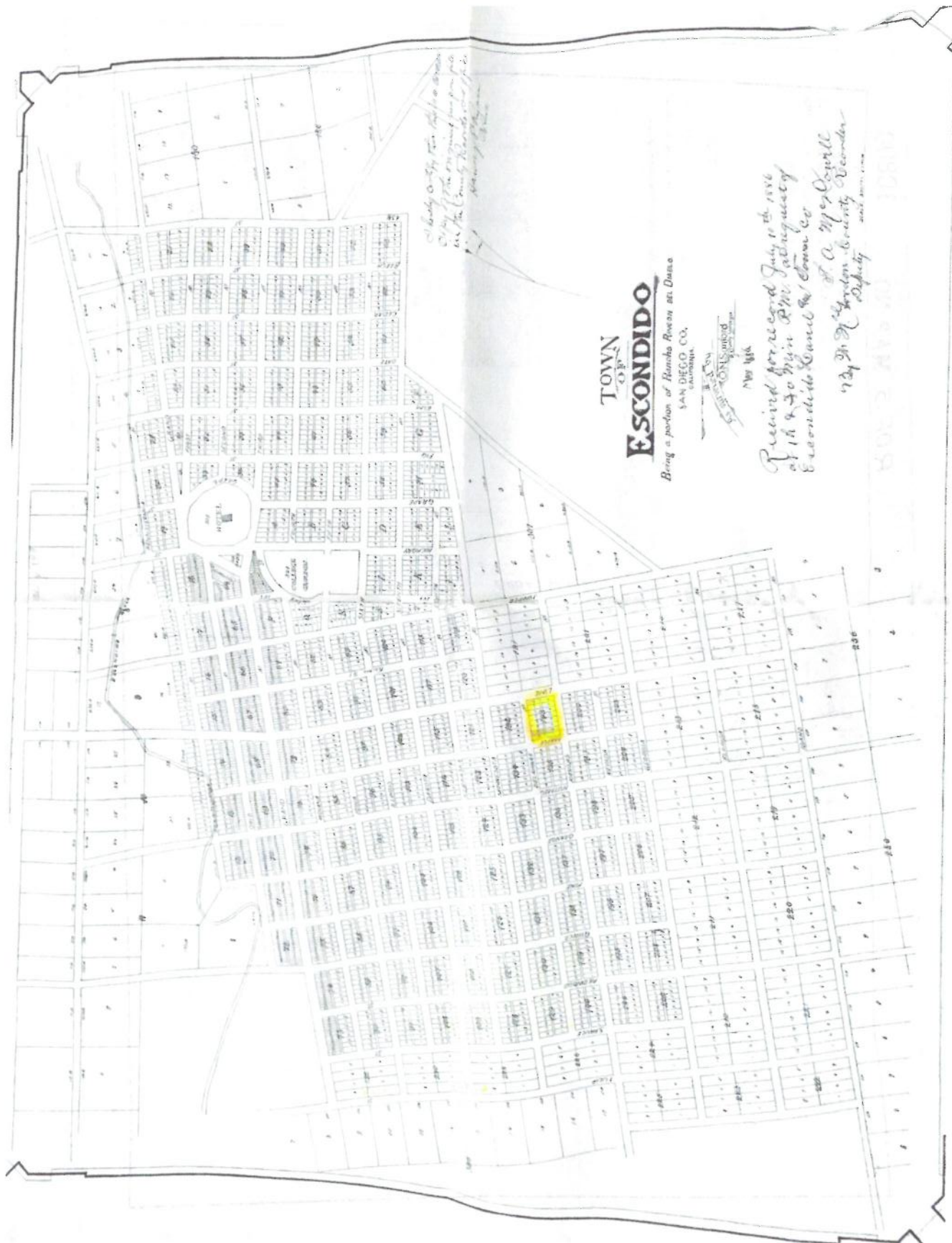
On this 20th. day of November A.D. Nineteen Hundred and Twenty-four, before
me, E. E. Turrentino, a Notary Public in and for said County and State, residing
therein, duly commissioned and sworn, personally appeared E. G. Logan and Alice Logan,
husband and wife, known to me to be the persons described in and whose names are sub-
scribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal
at my office, in said County of San Diego, State of California, the day and year in this
Certificate first above written.



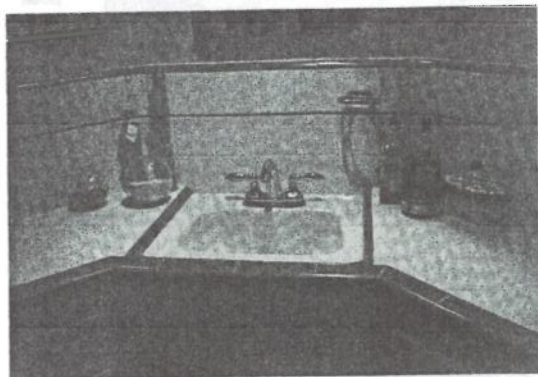
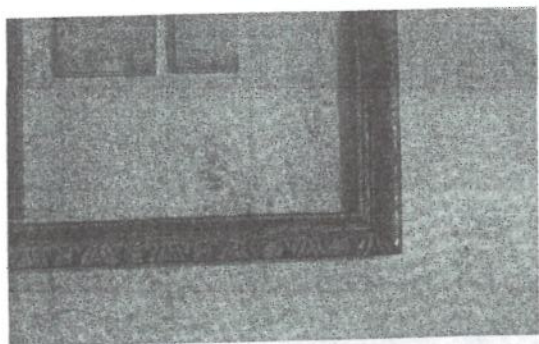
E. E. Turrentino
Notary Public in and for the County of
San Diego, State of California.

Map of Escondido from 1886 showing
Block 193, lots 15 & 16 (now 820 S. Maple St.)



173

2009 Old Escondido Mothers Day Home Tour Brochure

**820 S. Maple Street****Built:** 1925**Style:** Prairie**Original Owner:** J. E. Morris**Don't Miss:**

Painted grass cloth wallpaper in living and dining room

Stenciled and faux-painted over vinyl wallpaper in bathroom between office and guest bedroom

Vintage tile in master bathroom

The Morris House

This one-level Prairie style bungalow sits high above the street with a stepped and terraced walkway leading to a covered front porch supported by square pillars. The symmetry of the façade, deep eaves, shallow pitch of the roof, and simple horizontal lines are all typical of the Prairie style home.

In 1887, one year before Escondido became a city, the Escondido Land & Town Company sold W.L. Powers of Whitman County, Washington Territory, the property for \$315 but the property was sold, undeveloped, to Elia Logan in 1909. Still undeveloped in 1914, K.G. and Alice Logan granted the property to James W. Morris for \$10. In 1925 a James E. Morris owned the property and on September 19 of that year, a local newspaper announced that Charles and Ed Morris, local contractors, would start building a new home in the bungalow style for their father, J.E. Morris.

From 1931 to 1934, it was likely to have become a rental property. In 1945, Morris moved to 145 W. 10th Ave.

No record has been found from that date until 1975 when Glen and Lorena A. Elam sold the house to Russell and Marilyn Scott, who lived in the house and raised their children there from July 1977 until January 2007 when the current owner purchased the home.

The original house was a small, square 2-bedroom, 1-bath bungalow. The Elams added a master bedroom and bathroom to the back of the house and the Scotts added a new kitchen and family room along with the back patio and front terraces.

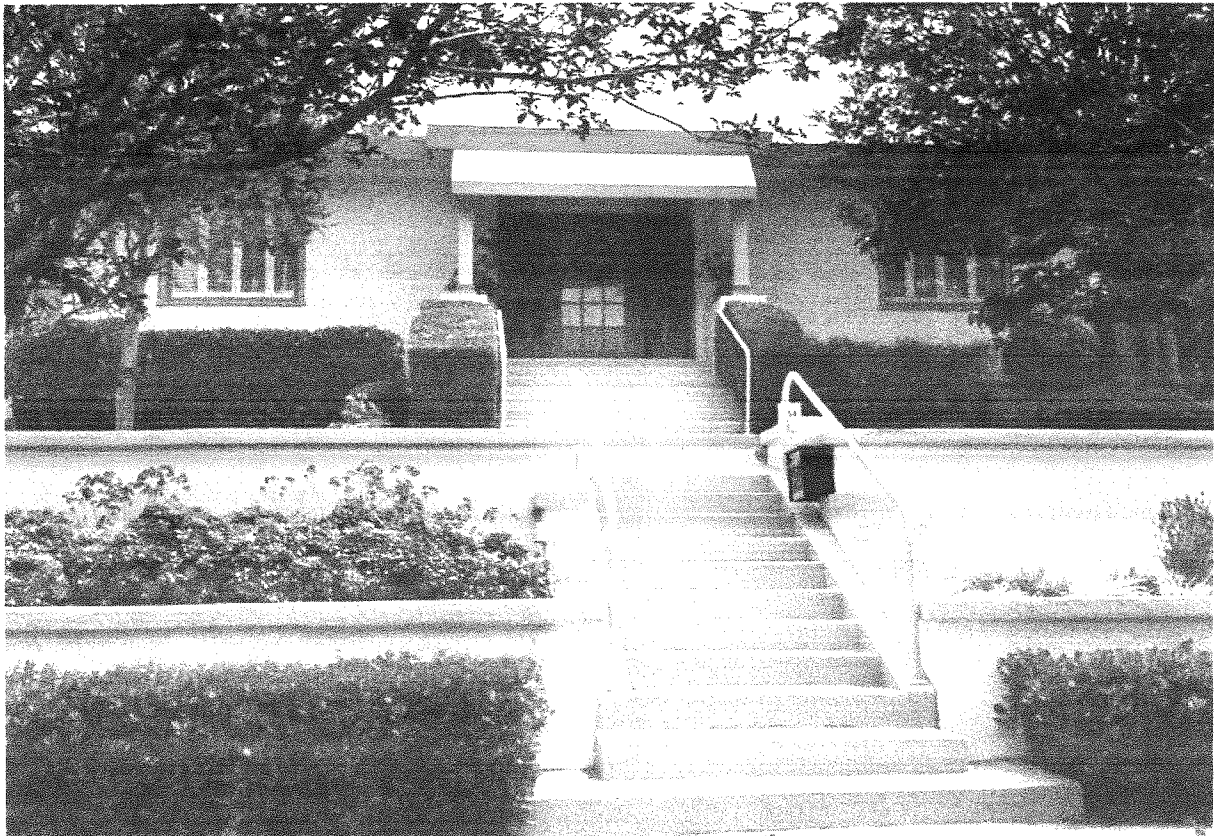
When the current owner purchased the home in 2007, an inspector remarked that the house hadn't moved on its foundation, not even 1/8 of an inch in the 82 years since it had been built, indicative of a solid and sturdily built home. The current owner is an artist; many of her paintings adorn the walls. The eclectic interior details show her flair for design.



More photos on back

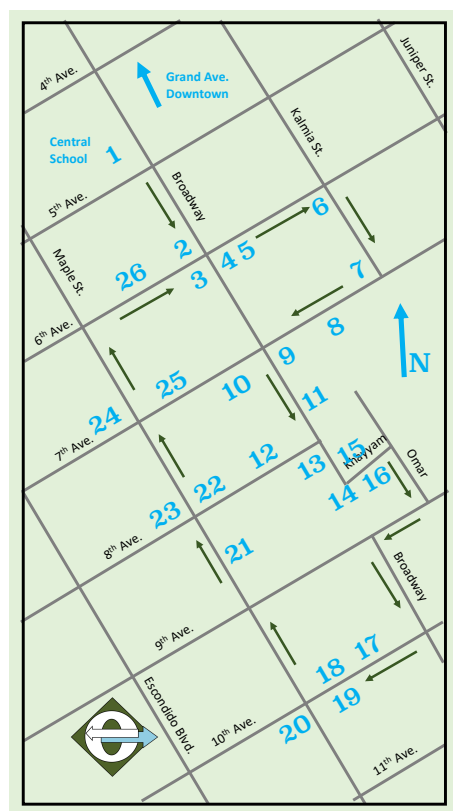


820 S. MAPLE STREET



Old Escondido West Walking Tour

Attachment "1"



This 1.5-mile, 1-hour tour begins and ends on the northwest corner of Broadway and 5th. The homes along the way are privately owned; please respect the privacy of the residents and refrain from stepping onto private property unless invited. Photography is allowed from public spaces, but please ask permission before photographing people on private property. There are no public restrooms or drinking fountains on the route.



This map is based on the OE East Walking Tour found on the free Explore Escondido app that can be downloaded onto your mobile phone or tablet. It provides additional, easily accessed information and photos related to each location, and alerts you when you have reached a site.

Introduction

Escondido began as an agricultural community and the homes you will see on this tour range from somewhat large and ornate to small and modest; however, all were comfortable residences that housed Escondido's first families; doctors, bankers, homemakers, shop owners, barbers, and blacksmiths.

As in many towns around the country, the old area began to show its age in the second half of the 20th century. When a small group of determined homeowners and historic preservationists got together, they were able to have the area designated as the City's first Historic District in 1992. Since then, one by one, homes have been carefully re-stored and now show great strides in pride of ownership.

1. 5th and Broadway, Central School

Built in 1942, it is the oldest school still standing in Escondido.

Proceed south to 6th

2. 102 W. 6th Ave., Carmichael

House A Craftsman-style bungalow, built in 1923. Charles & Mina Carmichael owned a furniture store on Grand in the early 1900s.

Cross 6th

3. 105 W. 6th Ave., Churchill House

Craftsman-style single-story bungalow, built in 1923 for Arthur and Mary Churchill. Second story added and modified to Colonial Revival style in the 1950s.

Cross Broadway

4. 103 E. 6th Ave., Hays House

was built in 1922 by Hiram C. and Sarah Hays. It was designed to accommodate the owners' son, Joseph, who was restricted to a wheelchair.



5. 115 E. 6th Ave, Chubbic House

California Bungalow, built circa 1922 by Benjamin and Ella Chubbic and moved into its current location from 4th Ave. in May of 2006.

Continue east along 6th

6. 161 E. 6th Ave., Kemper House

Craftsman-style bungalow built in 1916 by Francis M. Kemper, a retired Methodist minister who went into the building and real estate business, building many homes in Escondido.

Turn right onto Kalmia and head toward 7th

7. 637 S. Kalmia St., Original horse

rings can still be found in curbs in the historic area. The rings along Kalmia secured horses ridden by parishioners attending St. Mary's Catholic Church, which was located on the slope across 7th Avenue. The attractive Craftsman-style house was built in 1910.

Cross 7th and head west

8. 115 E. 7th Ave., Beers House

Craftsman style, built in 1911 for H. Beers, president of the Escondido Hardware Company and one term member of the City Board of Trustees.

Item 8.

Head west to the corner of 7th and Broadway



9. 710 S. Broadway, Hick House

Two-story Italianate style Victorian was built in 1887 by R.S. and Emeline Hick. Mr. Hick was a former newspaper editor and attorney who also served as a Senator in Kansas 1885 - 1886.

Cross Broadway and head west on 7th

10. 109 W. 7th Ave., Escher House

Italianate style Victorian built by Leo and Caroline Escher in 1896. Mr. Escher was a barber, who owned a barbershop on Grand.

Return to Broadway to climb the hill or, if the hill on Broadway is too steep, continue along 7th and pick up the tour at the Culp House, 204 W. 8th

11. 730 S. Broadway, Thurlow House

Classic mid-century home in the American International style was built by Leavitt Thurlow, Jr. and his wife, Peggy in 1953. The Thurlows survived the attack on Pearl Harbor in 1941 when Leavitt served in the Navy there.

Continue south on Broadway, turn right on 8th



12. 128 W. 8th Ave., Marikle House

Civic leader and real estate investor, John G. Marikle built this Colonial Revival house in early 1907. Marikle also owned a mortuary on Kalmia off Grand and served as a volunteer fireman. In the 1940s, the house was owned by Escondido's first paid fire chief, Karl Peterson

Walk back to Broadway, almost to the corner

Tour continued on next page

OE East Walking Tour, continued

13. 103 W. 8th Ave., Howell House

Built in 1887 with Eastlake and Second Empire details by Henry Martin Voorhees. The house was later purchased by Zora Howell, part of a prominent pioneering family in 1940s.

Turn right on Broadway and continue up the hill

14. 831 S. Broadway, Haver House

Behind the more recently installed wrought iron gate stands the mid-century modern house built by architect Ralph in the early 1970s for his retirement. Haver was a prolific architect in Arizona from 1945 until the early 1980s.

Look across Broadway



15. 828 S. Broadway, Stammer House

This Colonial Revival home was built by Carl and Adeline Stammer in 1909. The Stammers owned a local dairy. The house later purchased by City Council member William Kirk in 1946 and former Mayor Alan Skuba in 1974.

Look back across the street

16. 101 Khayyam, Johnson House

This Mid-century Ranch-style house was built in 1976 by local contractor Wallace S. Johnson.

Head east and turn right onto Omar. Turn right onto 9th Avenue and head west to the intersection. CAREFULLY cross 9th and proceed south on Broadway to 10th and head west.

17. 118 E. 10th Ave., Morris Brown House

This California Bungalow was built in the late Craftsman style in 1920. C.O. Morris is known to have lived here in 1923. In 1934, Thelma and George F. Schniepp lived here and George was a foreman at the Escondido Lemon Association. After the lemon packing house closed in 1960, Schniepp purchased the Hi-Fi Lounge at 905 Valley Blvd.

Continue west on 10th to the second house from the end of the block

18. 146 W. 10th Ave., Hall House

This Craftsman-style house, with Tudor-style elements, one of the largest houses in the Historic District, was built in 1910 for Fred Hall, vice president of the First National Bank, and his wife Helen. Sadly, Hall was murdered at his ranch east of town in 1923 by a disgruntled customer who mistook him for another employee of the bank.

Look across 5th

19. 155 W. 10th Ave., Agnew House

This Mediterranean Revival style home was built in 1928 by 32-year-old Carl Agnew and his wife Frieda, owners of ALA Lumber Co. In 1977, it was purchased by 19-year-old Michael Crews, later to become a major developer in the Escondido area; he and his wife Julie resided there for four years.

Proceed west to the corner and look diagonally across the intersection

20. 203 W. 10th Ave., Peterson House

All exterior walls of this 1920s California bungalow are composed of blocks of Escondido granite, measuring up to 17" thick. An early owner was Karl Peterson, who served as Escondido's first paid Fire Chief. Another distinguished owner was Dr. Charles Schroeder, the father of the San Diego Wild Animal Park (now the Safari Park).

Turn right onto Maple St. and head north past 9th to mid-block

21. 820 S. Maple St., Morris House

This one-level Prairie-style bungalow was built in 1925 by contractors Charles and Ed Morris for the father, James, who bought the land.

Continue north on Maple, cross 8th and stop

22. 158 W. 8th Ave., Boudinot House

This Colonial Revival home, built c. 1905, may have been built by F.E. Boudinot. In 1924, the house was sold to Theodore S. Higley, who owned it for only two years - just enough time for his daughter Ruth to meet her future husband; handsome young Martin Luther Culp Jr., who lived across Maple St.

Look across Maple

23. 204 W. 8th Ave., Culp House

This Queen Anne-style house was built circa 1890 by Martin Luther Culp, known as "Luther," from Gettysburg, Pennsylvania. Culp also served the City of Escondido as City Marshal from 1910 - 1916.

Head north to 7th and look across the street

24. 221 W. 7th Ave., Former Emmanuel Faith Church

One of the largest churches in Escondido, Emmanuel Faith Community Church built the large sanctuary visible at mid-block in 1941. In 1973, the congregation moved to a larger location where the church stands today, on 17th at Encino.

Head east on 7th

25. 144 W. 7th Ave., Houghton House

A Mediterranean-style bungalow. Willard and Venus Houghton purchased this newly built house in 1934. Willard owned and operated a feed business at 124 S. Broadway for many years.

Return to Maple, head north to 6th, and head east to mid-block



26. 134 W. 6th Ave., Jones-Schmeltz House

Built c. 1927 by William E. Jones, caretaker for the Mutual Water Company on land once owned by William and Mary Schmeltz, to be later owned again by Schmeltz family members.

Continue east to Broadway and turn left to return to starting point at 5th and Broadway

An Explore Escondido Walking Tour Map

This map is provided by the Escondido History Center and the Old Escondido Historic District for personal use only.

For more information, call 760-743- or visit www.escondidohistory.org or www.olderescondido.org

State of California --- The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 3 *Resource Name or #: (Assigned by recorder) The Morris House

P1. Other Identifier: _____

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*a. County San Diego and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad Qoa Date 2015 T 125; R 02W; ¼ of ¼ of Sec ; B.M.

c. Address 820 South Maple Street City Escondido Zip 92025

d. UTM: (Give more than one for large and/or linear resources) Zone mE/ mN

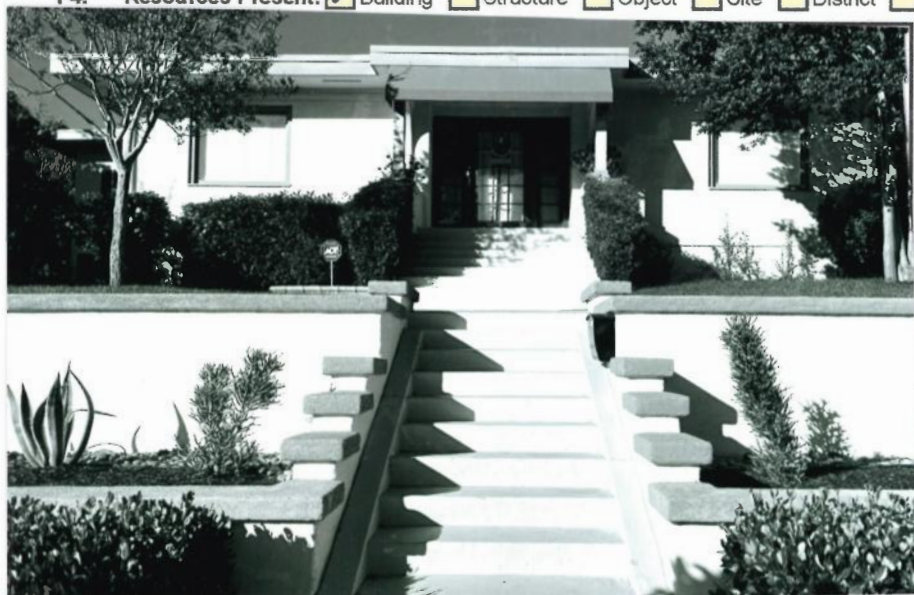
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) APN #: 233-382-06-00

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

Single family residential home in Old Escondido Neighborhood, building/living area: 1598, lot acre: .160, lot square feet: 7000. Historical aspects attributed to Frank Lloyd Wright/Sullivan's prairie style including horizontal lines to mirror prairie lands, low-pitched/flat roof, over-hanging eaves, stucco siding and restrained ornamentation. Historical aspects inside home include: built in cabinetry, original white pine hard wood floors, painted grass wallpaper, original windows, doors and shutters, and brick fireplace. Only prairie style bungalow in Escondido Historic District.

*P3b. Resource Attributes: (List attributes and codes) HP2

*P4. Resources Present: ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)



P5b. Description of Photo:
(view, date, accession #) Front of house, June 2023

*P6. Date Constructed/Age and Source:

☒ Historic ☐ Prehistoric ☐ Both
1925- sources obtained from Pioneer Room,
County Assessors Office

*P7. Owner and Address: Melissa Garcia
& Israel Murguia, 820 South Maple Street,
Escondido, CA 92025

*P8. Recorded by:

(Name, affiliation, and address)
Melissa Garcia and Israel Murguia, 820 South
Maple Street, Escondido, CA 92025

*P9. Date Recorded: June 28th, 2023

*P10. Survey Type: (Describe) Volunteer effort to learn more about home and have included as a Local Register Property in the
Escondido Historic District.

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") None

*Attachments: ☐ NONE ☒ Location Map ☐ Continuation Sheet ☒ Building, Structure, and Object Record
☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record
☐ Artifact Record ☐ Photograph Record ☒ Other (List): Home history/historical documents, Mother's Day Tour brochure 2009, I

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 3 *Resource Name or #: (Assigned by recorder) The Morris House

Recorded by: _____ Date: _____

☐ Continuation ☐ Update

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
BUILDING, STRUCTURE, AND OBJECT RECORD**

Primary # _____

HRI # _____

*NRHP Status Code _____

Page 2 of 3

*Resource Name or #: (Assigned by recorder)

The Morris House

B1. Historic Name: The Morris House

B2. Common Name: _____

B3. Original Use: _____

B4. Present Use: _____

*B5. Architectural Style: Prairie style bungalow

*B6. Construction History: (Construction date, alterations, and date of alterations)

1925 construction date, originally small square 2-bedroom, 1-bathroom bungalow. In the 1970's a master bedroom and bathroom, family room, kitchen and patio were added to the original structure. The footprint of the original structure was not altered. In 1992, retaining walls leading from the street to slope house entry were built.

*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: _____ Original Location: _____

*B8. Related Features:

Historical aspects attributed to Frank Lloyd Wright and Sullivan's prairie style including horizontal lines to mirror prairie lands, low-pitched/flat roof, over-hanging eaves, stucco siding and restrained ornamentation. Historical aspects inside home include: built in cabinetry, original white pine hard wood floors, painted grass wallpaper, original windows, doors and shutters, and brick fireplace.

B9a. Architect: _____

b. Builder: Charles and Ed Morris

*B10. Significance: Theme Residential Architecture

Area: Old Escondido Neighborhood

Period of Significance: 1925

Property Type: Residential

Applicable Criteria: N/A

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

Only prairie style bungalow in Old Escondido Neighborhood. Prairie style was typically built in 1900-1910 and is sub-style of Craftsman style. Attributed to early work of Frank Lloyd Wright and Sullivan. Historical aspects attributed to Frank Lloyd Wright/Sullivan's prairie style including horizontal lines to mirror prairie lands, low-pitched/flat roof, over-hanging eaves, stucco siding and restrained ornamentation. Historical aspects inside home include: built in cabinetry, original white pine hard wood floors, painted grass wallpaper, original windows, doors and shutters, and brick fireplace.

B11. Additional Resource Attributes: (List attributes and codes) HP2

*B12. References:

Pioneer Room, Sanborn Fire Map, Lot and Block Indexes, County Assessors Office, City Directories, Times-Advocate, Residential Building Record, Escondido History Center.

B13. Remarks:

Melissa Garcia visited the Pioneer Room for home research on 22 June 2023. She consulted the referenced materials in B12 above and was assisted by Pioneer Room staff, Ashley Hays (designee) and Abril Ruiz Erives. Garcia has committed to sharing her research with the Pioneer Room to expand its historic homes research files for future generations.

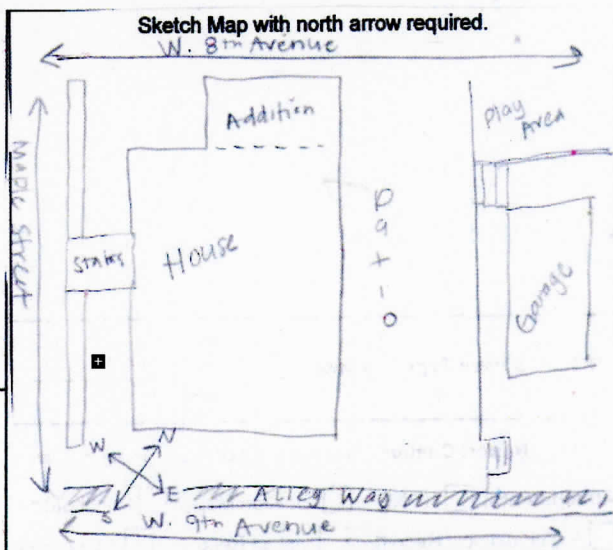
*B14. Evaluator:



Ashley Lanette Hays, Pioneer Room Library Assistant II, Escondido Public Library

*Date of Evaluation: 22 June 2023

(This space reserved for official comments)



Esccondido Quadrangle Map

Item8.

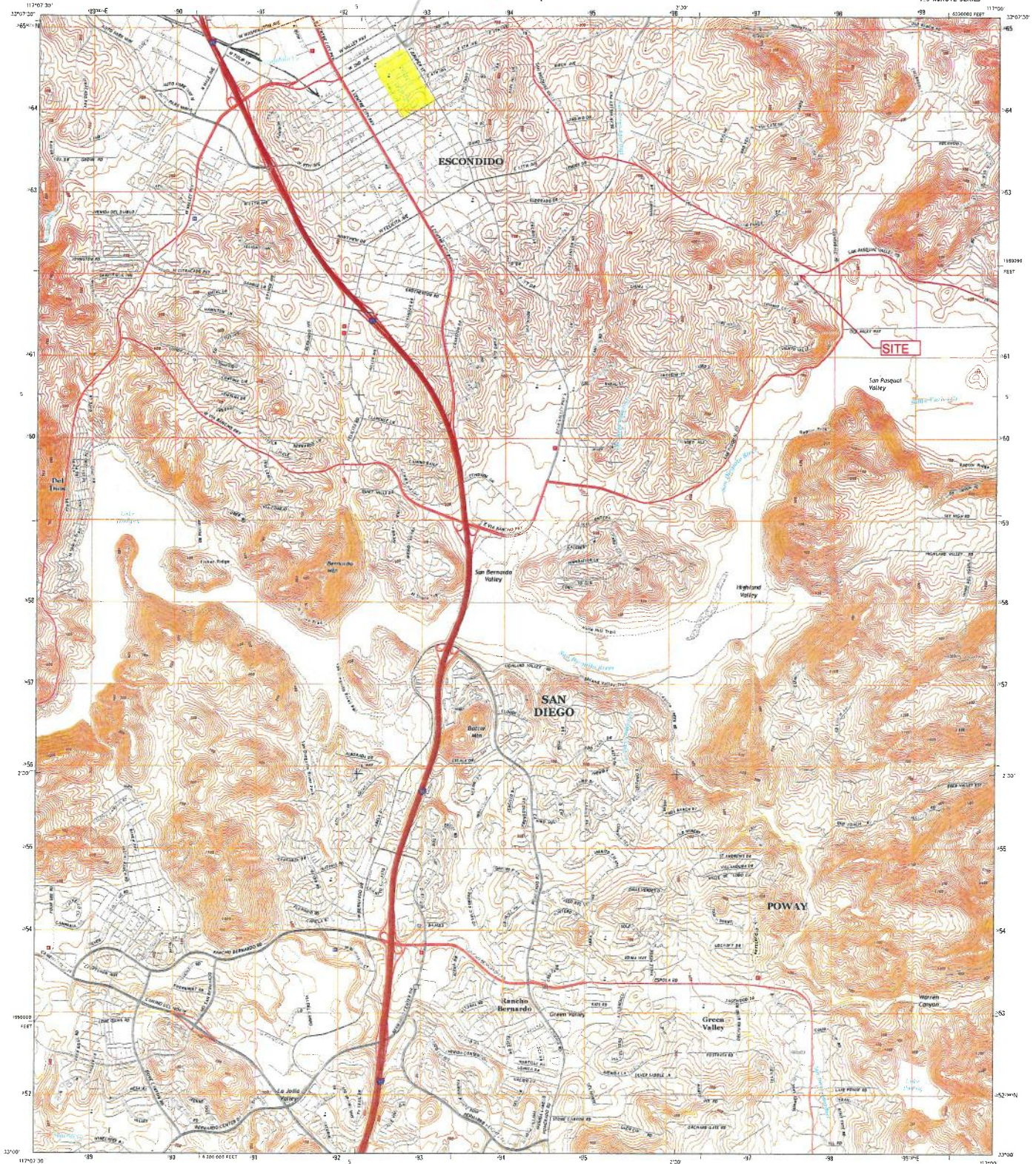
property location



U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

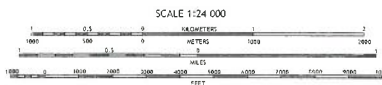


ESCONDIDO QUADRANGLE
CALIFORNIA-SAN DIEGO CO.
7.5-MINUTE SERIES



Produced by the United States Geological Survey
Map Information System (MIS) 10/2000
World Geodetic System of 1984 (WGS84) Projection and
1:50,000 scale and Universal Transverse Mercator Zone 11S
10 000-foot Units; California Geodetic System of 1983 (CGS83)

This map is not a legal document. Boundaries may be
generalized for this map only. Private land, public land, and government
reservations may not be shown. Obtain permission before
entering private lands.



CONTOUR INTERVAL: 20 FEET
NORTH AMERICAN VERTICAL DATUM OF 1983
This map was produced to conform with the
National Geospatial Program US Topographic Standard, 2001.
A metadata file associated with this product's data is available.



ROAD CLASSIFICATION	
Expressway	Local Connector
Secondary Road	Local Road
Interstate	State Route
US Route	State Route

1	San Francisco
2	Valley Center
3	Agropur Mountain
4	Marino Lake Park
5	San Pasqual
6	San Pasqual
7	Poway
8	San Pasqual

ESCONDIDO, CA
2015

Record ID: PDS2015-MUP-15-011
Environmental Log No.: PDS2015-ER-15-008

ATTACHMENT 3

Item 8.

820 Maple St.

☐ NEW ☐ ALTER ☐ REPAIR ☒ ADD

BORN Y BATH

BUILDING PERMIT APPLICATION

Location: 820 S. MAPLE
 Owner: PC DUBOIS
 Lot 54 1/2 Block 193 Sub: _____
 Type of Const. FR-STUCCO Bldg. Dist. R-1 Fire Zone 3
 Occupancy 1STORY - BATH - ADDITION
 No. Families _____ No. Stories _____ Valuation \$300.00
 Type Permit _____ Permit No. _____ Date _____ Contractor _____
 Building 6094 10-21-57 J. DONNAY
 Electrical _____ 13-6-57 _____
 Sewer _____
 Plumbing 1331 10-24-57 At the Plumbing

Location

I hereby certify that all work will be constructed in conformity with the laws of the City of Escondido and the State of California and that all set back lines and Zoning Ordinances will be strictly obeyed.

Signature of:

☐ Owner☒ ContractorIra M. Johnson

ID-1M-2/57

11-19-57 - FOOTINGS OK - BILL S -
12-16-51 - FR. & FLR. - OK - BILL S
1-5-58 - FINAL - OK - BILL S

CUT WILL BE REWORKED GARAGE SIDE BEFORE
FINAL -

APPLICATION FOR BUILDING PERMIT

E ☒
S ☐

Street 870 S. Maple Bldg. Permit No. _____
 Lot _____ Block _____
 Owner PC De Boid Date 17 Sept. 52
 Contractor Baker Elec Co Value \$ _____
 Type of Construction Meter Change Location No. of Stories _____
 Fire Zone _____ Bldg. Zone _____
 Occupancy _____ No. of Families _____
 Elec. Permit No. 3160 Sewer No. _____
 Contractor Baker Contractor _____

I hereby certify that all work will be constructed in conformity with the laws of the City of Escondido and the State of California and that all set back lines and Zoning Ordinances will be strictly obeyed.

Owner

(over)

Contractor

17 Sept 52 Blue tag for Meter Charge

JOB ADDRESS <u>320 So. Maple</u>		
PARCEL # _____		
LEGAL DESCRIPTION <u>Southly 90' of Lot 15 & 16 in Block 193 of City of Esc.</u>		
(Legal description may be attached separately if necessary)		
Use of Structure		
Single Family <input checked="" type="checkbox"/> Duplex <input type="checkbox"/>	APPLICATION FOR BUILDING PERMIT BUILDING DIVISION CITY OF ESCONDIDO	
Unit Apt. <input type="checkbox"/> Sign <input type="checkbox"/>		
Commercial <input type="checkbox"/> Indust. <input type="checkbox"/>		
Other _____		
Description of Work <u>9' x 20' Aluminum? Patio Cover Master Plan H-96</u>		
Owner	Name <u>Albert Simon</u>	
	Address <u>320 So. Maple</u>	
	City <u>Escondido</u> Tel. No. <u>746-6264</u>	
Contractor	Name <u>Burgett Building Mfg. Co.</u>	
	Address <u>1816 Valley Blvd.</u>	
	City <u>Escondido</u> Tel. No. <u>446-5352</u>	
Licenses: State <u>301959</u> City <u>155645</u>		
Architect or Engineer	Name <u>BURGETT H. HANSEN</u>	
	Address <u>806 Robinson Bldg.</u>	
	City <u>S.D.</u> Tel. No. <u>334-5644</u>	
State Certificate No. <u>55 1249</u>		
Size of Lot <u>25' x 100'</u> No. of Bldgs. <u>2</u>		
Use of Property <u>Residence</u> Now on Lot <u>2</u>		
WORK COVERED BY THIS PERMIT		
Height <u>8'</u> Ft. Area <u>180</u> Sq. Ft.		
No. of Stories <u>1</u> Valuation <u>\$2363.00</u>		
I HEREBY CERTIFY That I have examined this completed application and the statements therein are true and correct, and that all work shall be done in accordance with all applicable City, County and State laws.		
Signature of Owner or Authorized Agent: <u>Albert Simon</u>		
PLANNING DIVISION	Zone <u>R-R</u> Fire District <u>3</u> Minimum Setbacks	
	Required Parking Front <u>EX</u> Rear <u>EX</u>	
	Spaces <u>0</u> Side <u>EX</u> Side <u>EX</u>	
	Special Permits or Conditions _____	
	Zoning Approval _____ Date _____	
Group Occupancy <u>①</u> Type of Const. <u>TD</u>	Plan Check	Permit
Checked by <u>Scy</u> Approved by _____	Receipt # _____	2-25-66
	Fee \$ _____	13812
		\$ 3.00

INSPECTION RECORD

Seiback Check

Front _____ Side _____
Rear _____ Side _____

Approvals	Date	Inspector
FORMS & FOUNDATION		
REINFORCING STEEL		
MASONRY		
ROOF		
FRAMING		
CHIMNEY		
Parking Areas		
Special Requirements		
Zoning		
Other		
House Number Posted		
Final	3-8-66	AW

Correction Record

TO: ENGINEERING DEPARTMENT

FROM: BUILDING DEPARTMENT

DATE 4-5-78

THE BUILDING DEPARTMENT HAS RECEIVED AN APPLICATION FOR A BUILDING PERMIT (PLAN CHECK #1775) ON PROPERTY LOCATED AT:

JOB ADDRESS 820 11th St. LEGAL AND/OR PARCEL NO. 233 212 01

USE ZONE C USE OF STRUCTURE 1st Floor 573

OWNER J. J. J. PHONE NO. 746-1111

OWNER'S ADDRESS 1111 1st St.

CONTRACTOR J. J. J. PHONE NO. 746-1111

CONTRACTOR'S ADDRESS 1111 1st St.

WHICH MAY BE REQUIRED TO HAVE STREET IMPROVEMENTS OR MAY REQUIRE A GRADING PERMIT.


PLEASE INDICATE BELOW YOUR REQUIREMENTS AND RETURN PINK COPY. YELLOW COPY TO BE RETURNED TO BUILDING DEPARTMENT WHEN ENGINEERING REQUIREMENTS HAVE BEEN MET AND BUILDING PERMIT MAY BE ISSUED. WHITE COPY FOR ENGINEERING DEPARTMENT FILES.

REQUIRED	ITEM	EXISTING CONDITIONS
<input type="checkbox"/>	1. CURBS & GUTTERS	
<input type="checkbox"/>	2. SIDEWALK	
<input type="checkbox"/>	3. PAVING	
<input type="checkbox"/>	4. ALLEY	
<input type="checkbox"/>	5. DRAINAGE	
<input type="checkbox"/>	6. GRADING	
<input type="checkbox"/>	7. FUTURE STREET WIDENING	DEDICATION REQUIRED <input type="checkbox"/>
<input checked="" type="checkbox"/>	8. STREET LIGHTS	
<input type="checkbox"/>	9. STORM DRAIN	

PUBLIC SEWER AVAILABLE? ☒ WATER? ☒

HOLD BUILDING PERMIT FOR ABOVE ITEMS ☐ OR TO ISSUE BUILDING PERMIT ☒

SIGNATURE	SIGNATURE
DATE	DATE

PERMIT APPLICATION		BUILDING ADDRESS		PLAN CHECK NO.	
 BUILDING PERMIT 100 Valley Boulevard Escondido, Calif. 92025 (714) 741-4847		820 S. MAPLE		18975	
JOB ADDRESS: 820 S. MAPLE		NEAREST CROSS ST.		VALIDATION	
OWNERS NAME: BRUSSELL & MARIE N. SCOTT		ASSESSOR MAP BOOK 233 PAGE 382 PARCEL 06		199400	
ADDRESS: 820 S. MAPLE 745-4813		GROUP R FIRE ZONE III TYPE CONST. VN OCC. LOAD 710		DATE 4-7-78	
ESCONDIDO PHONE 746-5917		STATISTICAL CLASSIFICATION CLASS NO. 3001 DWELL UNITS -		PERMIT NO. 19017	
STATEMENT OF PROPOSED USE: Addition		USE ZONE R-1 SPECIAL CONDITIONS		VALIDATION 41	
KITCHEN & FAMILY ROOM				DATE 4-13-78	
LAND AREA 7000 SQ. FT.		VALUATION \$5,792		REMARKS	
AREA BLDG. 2145 SQ. FT. GARAGE - SQ. FT.		P.C. FEE \$18.00		FEE	
NO. UNITS NO. STORIES ONE					
LEGAL DESCRIPTION LOT 15 & 16 BLOCK 193				36.00	
TRACT MAP 336		CONTRACTOR		FEE	
ASSESSORS PARCEL NO. 233-382-06		PHONE			
CONTRACTOR OWNER - BUILDER		SWITCHES & OUTLETS 20 LIGHTS & FIXTURES 10 MOTORS			
ADDRESS		115V APP. 2 230V APP. SIGN			
PHONE		SERVICE OTHER		76.00	
STATE LICENSE NO. CLASS		CONTRACTOR		FEE	
CITY BUSINESS LICENSE		PHONE			
ARCHITECT/DESIGNER NONE		NO. FIXTURES 2 WH. 1 NO. GAS OUT. 2			
ADDRESS		SEWER SEWER CODE NO.		11.00	
PHONE		CONTRACTOR		FEE	
"I CERTIFY THAT IN THE PERFORMANCE OF THE WORK FOR WHICH THIS PERMIT IS ISSUED I SHALL NOT EMPLOY ANY PERSON IN ANY MANNER SO AS TO BECOME SUBJECT TO THE WORKMEN'S COMPENSATION LAWS OF CALIFORNIA." ALL WORK DONE SHALL COMPLY WITH THE LAWS OF THE CITY OF ESCONDIDO, THE STATE OF CALIFORNIA AND MAY BE INSPECTED AT ANY TIME.		PHONE			
B. Russell Scott PERMITTEE'S SIG. DATE 4-7-78		FURNACE STU COMPRESSOR H.P.			
ENGINEERING - NOTIFIED		OTHER			
APPROVED		SEN. BILL 1374 STRONG MOTION FEE		41	
PLANNING - SENT		ESC. ORD. 75-23 DEVELOPMENT FEE		32.18	
APPROVED		ESC. ORD. 75-24 SEWER FEE		-	
FIRE PREVENTION - PICKED UP		ESC. ORD. 75-25 PARKS & RECREATION FEE		-	
RETURNED		ESC. ORD. 76-16 CABLE TV SYSTEM		-	
HEALTH DEPT. - REQUIRED		ESC. ORD. 73-45 OFF SITE WATER FEE		-	
APPROVED		TOTAL		89.59	

INSPECTOR'S COPY

OWNER		FIELD INSPECTION RECORD		INSPECTOR	DATE	ELECTRICAL	INSPECTOR	DATE
PLUMBING	CR	5-12-78	EXIST. SEWER			CONST. SERVICE CONST. CLEARANCE		
PLUMBING	GLW	5/30/78	EXIST. HOT WATER WATER SERVICE			UNDERGRD. ELEC.		
PLUMBING	GLW	7/10/78	PRESSURE REGULATOR			PUMP RONDING POOL ROUGH ELEC. POOL FINAL		
PLUMBING	GLW	7/10/78	ROUNDER PLUMBING CUTS WAS. THROUGH COP. STAINING	GLW	7/10/78	ROUGH ELEC. GROUND PROVIDED FIRE DETECTOR OIL. HEAT	GLW	7/10/78
PLUMBING	GLW	7/10/78	GAS (POOL)			G.F.I. INSTALLED		
PLUMBING	DF	2-2-79	GAS LAID LEGS GAS PLUMBING	DF	2-2-79	FINAL ELEC. AT 10'	DF	2-2-79
PLUMBING			EXIST. EXISTING			ELEC. EXISTING		

PERMIT APPLICATION				JOB ADDRESS		PLAN CHECK NO.	
BUILDING PERMIT 100 Valley Boulevard Escondido, Calif. 92026 (714) 741-4641				820 S. Maple St.		VALIDATION	
JOB ADDRESS: 820 S. MAPLE ST.				ASSESSOR MAP BOOK		DATE	
OWNER NAME: B. RUSSELL SCOTT JR.				PAGE		PERMIT NO.	
ADDRESS: 820 S. MAPLE ST.				FIRE ZONE		23038	
Esc. CA. 92025 PHONE 746-5912				TYPE CONST.		VALIDATION	
ZIP				OCC. LOAD		2-7-79	
DESCRIBE WORK COVERED BY THIS PERMIT PLEASE BE SPECIFIC.				STATISTICAL CLASSIFICATION		DATE	
CHANGE TO 100 AMP SERVICE OVER HEAD - RELOCATE FROM GARAGE TO SIDE OF HOUSE				CLASS NO.		11-7-79	
HAS THIS PROJECT BEEN SUBMITTED TO PLANNING DEPT. FOR PLOT PLAN REVIEW?				USE ZONE		SPECIAL CONDITIONS	
LAND AREA _____ SQ. FT.				VALUATION		REMARKS	
AREA BLDG. _____ SQ. FT. GARAGE _____ SQ. FT.				BUILDING PERMIT FEE		FEE	
NO. UNITS _____ NO. STORIES _____				CONTRACTOR		EE	
LEGAL DESCRIPTION				PHONE		FEE	
LOT _____ BLOCK _____				SERVICE AMPS 40 PHASE 10		FEE	
TRACT _____				POOL _____ REMODEL ALTER _____		FEE	
ASSESSORS PARCEL NO. _____				TEMP POLE _____ ADD'L POLES _____		FEE	
CONTRACTOR B. RUSSELL SCOTT JR.				SIGNIST. _____ ISSUANCE FEE \$3.00		FEE	
ADDRESS 820 S. MAPLE ST.				CONTRACTOR		FEE	
Esc. CA. 92025 PHONE 746-5912				PHONE		FEE	
STATE LICENSE NO. _____ CLASS _____				NO. FIXTURES _____ NO. GAS OUT _____		FEE	
CITY BUSINESS LICENSE # _____				SEWER _____ SEWER CODE NO. _____		FEE	
ARCHITECT/DESIGNER _____				ISSUANCE FEE \$2.00		FEE	
ADDRESS _____				CONTRACTOR		FEE	
PHONE _____				PHONE		FEE	
"I CERTIFY THAT IN THE PERFORMANCE OF THE WORK FOR WHICH THIS PERMIT IS ISSUED I SHALL NOT EM- PLOY ANY PERSON IN ANY MANNER SO AS TO BECOME SUBJECT TO THE WORKMEN'S COMPENSATION LAWS OF CALIFORNIA."				FURNACE _____ COMPRESSOR _____ H.P.		FEE	
ALL WORK DONE SHALL COMPLY WITH THE LAWS OF THE CITY OF ESCONDIDO, THE STATE OF CALIFORNIA AND MAY BE INSPECTED AT ANY TIME.				OTHER _____		FEE	
PERMITTEE'S SIGNATURE: <i>Mark V. Scott</i> DATE: 11-7-79				ISSUANCE FEE \$3.00		FEE	
HEALTH DEPT. _____ REQUIRED _____ APPROVED _____				ESC. BILL 1-74 STRONG MOTION FEE		FEE	
ENGINEERING _____ NOTIFIED _____ APPROVED _____				ESC. ORD. 75-23 DEVELOPMENT FEE		FEE	
				ESC. ORD. 75-24 CEM. FEE		FEE	
				ESC. ORD. 75-25 PARKS & RECREATION		FEE	
				ESC. ORD. 70-16 CABLE TV SYSTEM		FEE	
				ESC. ORD. 8-1 OFF SITE WATER FEE		FEE	
				TOTAL		13.00	

INSPECTOR'S COPY

JOB ADDRESS		FIELD INSPECTION RECORD							
BUILDING	INSPECTOR	DATE	PLUMBING	IN-SECTION	DATE	ELECTRICAL	IN-SECTION	DATE	
BATHS			UNDERGRD. PLEB			TEMP. POLE			
			HOUSE SEWER			TEMP. TESTING			
KITCHEN			UNDERGRD. WATER			POOL BONDING			
			WATER SERVICE			POOL ROUGH ELEC.			
POOL STILL			LAWN SPRINKLERS			POOL FINAL			
			PRESSURE REGULATORS			ROUGH ELEC.			
HYDRO. VALVE (POOL)			WATER HEATER			GROUND PROVIDED			
			ROUGH PLEB. (TOP OUT)			FIRE DETECTOR			
BATH & TUB			GAS (HOUSE)			CELL HEAT			
			GAS (YARD)			G.F.I. INSTALLED			
INT. LATH DRY WALL			GAS (LEAK REPAIR)			FINAL ELECTRICAL			
			GAS (POOL)						
EXT. LATH			GAS (AIR TEST)						
FINAL GRADING			FINAL PLUMBING						
FINAL BUILDING									
CLEARANCE TO POWER COMPANY			GAS (EXISTING) <input checked="" type="checkbox"/>		ELEC. (EXISTING) <input checked="" type="checkbox"/>		DF 12-21-79		

MECHANICAL	INSPECTOR	DATE	INSPECTION REMARKS
HEATING A/C VENT.			
EXHAUSTS DUCTS			
UNDERFLOOR			
WALLS			
ROOFING			
CONDENSATE PIPING			
FIRE DAMPERS			
SMOKE DETECTORS			
EVAPORATIVE COOLERS			
VENTILATION FANS			
CHILLERS/COOLERS			
COMMERCIAL EQUIP.			
GREASE HOODS			
OTHER			
FINAL MECHANICAL			

CITY OF ESCONDIDO, DEPARTMENT OF BUILDING INSPECTION

CLEARANCE TO CONNECT TO ENERGY SOURCE

<u>ELECTRIC</u>	Date <u>12-21-79</u>	<u>12-21-79</u>	<u>GAS</u>
New Residential _____	To San Diego Gas & Electric Co:		New Residential _____
New Commercial _____	OWNER <u>B. RUSSELL SCOTT, JR.</u>		New Commercial _____
Rewire <u>X</u>	ADDRESS <u>820 S. MAPLE ST.</u>		Gas Testing _____
T-Pole _____	Plumbing Contractor _____		Leak Repair _____
TSPB _____	Electrical Contractor <u>OWNER</u>		Increase _____
Temp. Testing (Res./Com'l.) _____			Relocation _____
SEWER CODE NO. _____			<u>D. Faughn</u> Field Inspector

ADDRESS 820 25th S. Maple St.

DS. 5A

CLASS & SHAPE		CONSTRUCTION	STRUCTURAL	EXTERIOR	ROOF	LIGHTING	AIR CONDITION	ROOM AND FINISH DETAIL						
ARCHITECTURE		Light	Frame	Stucco on	Flat Pitch	Wiring	Heating	Cooling	ROOMS	FLOORS	FLOOR FINISH	TRIM	INTERIOR FINISH	
TYPE		Sub-Standard	"x"	"x"	Gable	K.T. Conduit	Forced	Clean'g	B	1	2	Material	Grade	
DS. 5A		Standard	Sheathing	Siding "x"	Hip	B.X. Cable	Gravity <td>Humid.</td> <td>All</td> <td>X</td> <td></td> <td>Hd. A</td> <td>S</td> <td>PL L</td>	Humid.	All	X		Hd. A	S	PL L
/ Stories		Above-Standard	Concrete Block		Shed	Fixtures	Wall Unit		Ent Hall					
Use Design		Special	B & B. T & G.		Cut Up	Few Cheap			Living	1		4 1/2" G. A		
FOUNDATION		Brick	Shingle		Dormers	Avg. Med.	Floor Unit		Dining	1		4 1/2" G. A		
Single		Concrete	Adobe	Shake	Raft. "x"	Many Special	Zone Unit		Bed	2				
Double		Reinforced	Floor Joist	B & B. T & G.	Gutters		Control		Bed	1		AT A		
Duplex		Brick	2nd "x"	Brick	Shingle	Plumbing								
Apartment		Wood	Sub-Floor	Stone	Shake	Oil Burner								
Flat-Court		Piers	Concrete Floor	WINDOWS	Tile	Sink Dbl			Book	1		AT A		
Motel			Insulated Ceilings	Metal Sash	Tile Trim	Laundry	M-B.T.U.		Kitchen	1		AT A		
/ Units		Light Heavy	Insulated Walls	Screens	Compo. Shingle	Water Htr. Auto	Fireplace		Drain Bd.	Material	2" Lino	10' Ft. Splash: 6" Lino		

CONSTRUCTION RECORD				EFFEC. YEAR	APPR. YEAR	NORMAL % GOOD			RATING (E, G, A, F, P)						BATH DETAIL 4 T. Pullman in %									
Permit No.	For	Amount	Date			Age	Remaining Life	Table	%	Cond.	Arch. Attr.	Func. Plan	Con-form	Storage Space	Work-mshp	Fl. No.	FINISH		FIXTURES				SHOWE	
																	Floors	Walls	Wc. La. Tub	Type	Grade	St. AT. G.D.	Fin	
6094	Adm.	2700	6/21/57	1934	1964	30	27	R-55	58	A+	A	A	A	A	A	1	1	AT	PL	1	1	Mod.	A	
13812	Part. Home	362	2/25/62		1968	34	29	R-60	58	G	A	F	A	A	A	1	3/4	AT	PL	1	1	Mod.	A	X
19017	Adm. - Kmlc	5792	4-13-78		1971	37	27	R-60	56															
53033	Ext. Kmlc	5560	5/8/92		74					AT														

Appraiser & Date		B. Nichols 5/16/63		P. Pearson 11/16/63		C. Pearson 1-22-78		FL. 10-14-77		R. S. 5-21-79					
Unit	Area	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
D	1368	720	9850	7.80	10670	8.00	10944	9.40	12859						
AC			120		120		120		120						
G	308	2.50	770	2.50	770		770	4.10	1263						
Shed	54	2.10	113	2.10	113		113		113						
CCP	72	2.30	166	2.30	166		166		166						
Yd. Imps			32		32		332		332		1400				
F.P.			350		400		400		400						
PLPG									590						
CCP. Int.	5000										1200				
79 Add	230												4700		
TOTAL			11401		12271		12845		15833						
NORMAL % GOOD			58		63		58		65						
R.C.L.N.D			6613		7731		7450		10291						

MISCELLANEOUS STRUCTURES

Structure	Found	Cons.	Ext.	Roof	Floor	Int.	Item 8.	Yc.
G	con	Pl.	slab	flat	lino	part		17.62
Shed	pick	st.	slab	shed	plne	part		6X9
Flat (one)					80A	0.40		\$32
Ratio	CONC	MET	-	MET	CONC	-		300
								332
(COMP DATE PER PROV. APPRISOR)								
193 RET. WALLS	3	428	=	100' x 45.00				4500
P5012	2	2515	=					TO LIND

$$D: 30 \times 48 = 1200$$

$$\text{COMPUTATIONS } P = 152$$

$$6 \times 28 = 168$$

$$1368$$

$$1964 / B.F. = 6.90$$

$$+ 2 \text{ cat @ } .02 = .04$$

19 APP.

$$+ P16g (\$420) = 7.55$$

$$10 \times 23 = 230$$

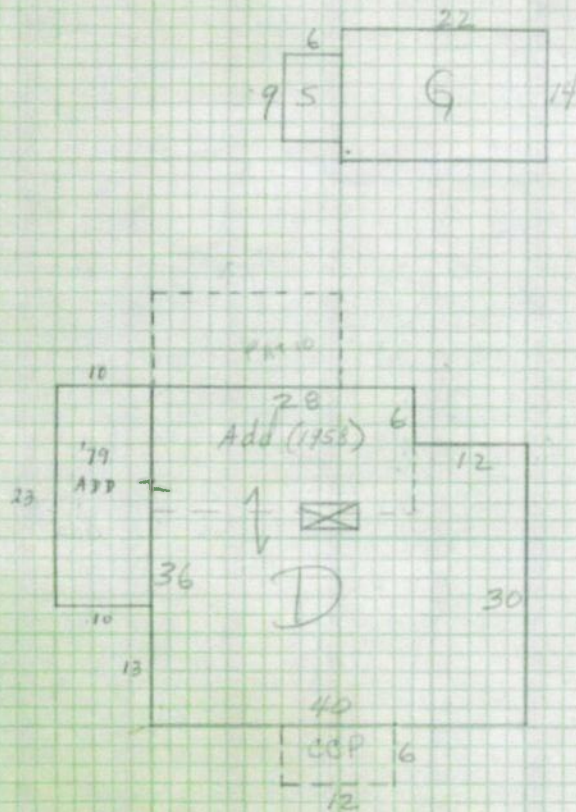
$$64 / \text{RF} = 7.50$$

$$2 \text{ APPS @ } .02 = .04$$

$$PLB @ \$420 = .31$$

$$7.55$$

Remarks: Sold 1961 - sold at \$16,000. Were asking at \$19,000. B. McTea 5/15/63. In Good Condition. ② NOH. ENTER REAR YR TO TAPE. EST. TO BE EXT. OF KITCHEN. THE 8-3-79



Property Photos
820 S. Maple Street
Escondido, CA 92025



View of front of house from Maple Street (looking east)



View of front of house from Maple Street (looking south)



View of front of house from Maple Street (looking north)



View of front stoop and northerly bay window (looking south)



View of front door/stoop (looking east)



View of northerly side of house (looking east)



View of northerly side of house-side gate (looking east)



View of northerly side of house, through side gate (looking east)



View of northerly side of house, through side gate (looking west)



View of southerly side of house, adjacent to alley (looking west towards Maple Street)



View of southerly side of house, adjacent to alley (looking east towards)



View of back of house/patio/detached garage (looking south)



View of back of house/patio (looking north)



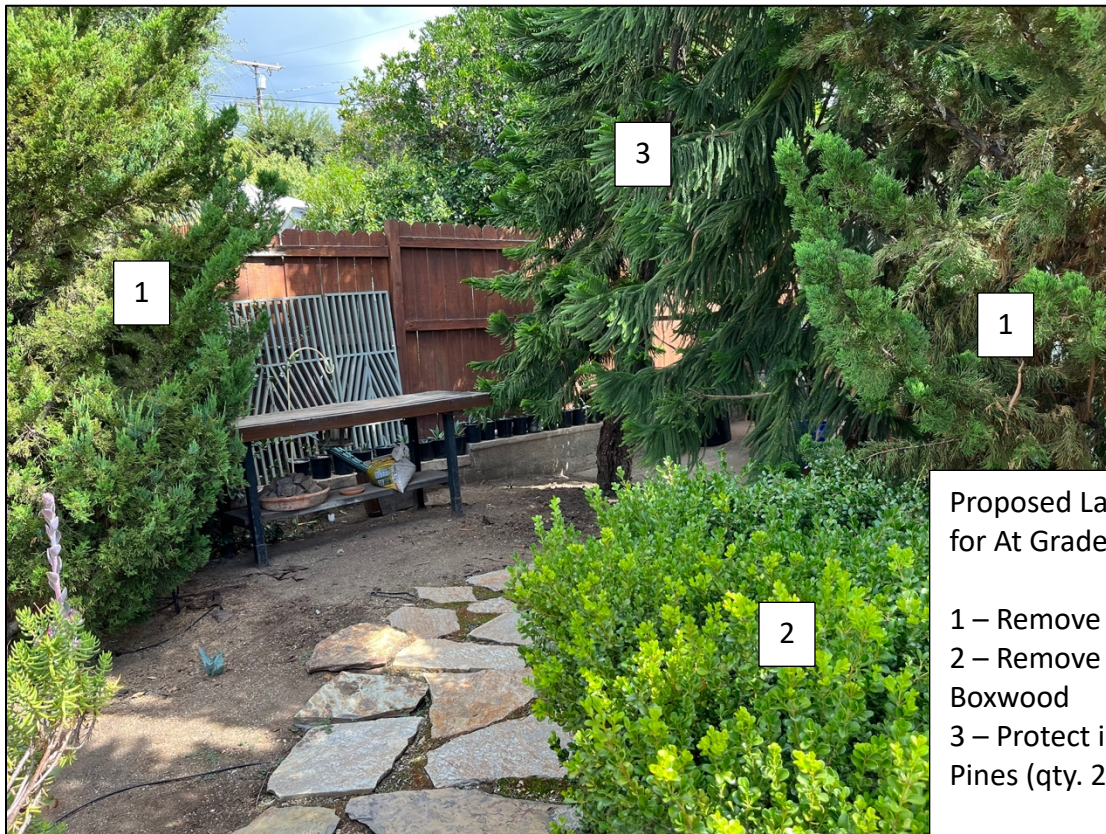
View from house back door of detached garage/patio/and upper terrace (looking east)



Area for
proposed at
grade/floating
deck

Safety rail
along top of
retaining
wall/steps to
tie in with at
grade deck

View from house back door of detached garage/patio/and upper terrace (looking east)



**Proposed Landscape Work
for At Grade/Floating Deck:**

- 1 – Remove cedar tree
- 2 – Remove Japanese Boxwood
- 3 – Protect in place Norfolk Pines (qty. 2)

View of upper terrace (looking east)



Concept of proposed at grade/floating deck proposed on upper terrace



View of side of easterly side detached garage (looking south)



View of side of house, driveway, and detached garage from alley (looking north)



View of side of house, driveway, and detached garage from alley (looking north)



Proposed stucco retaining wall and privacy fence; location subject to utility easement

View of side of house along alley (looking north west)

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and [Insert Owners' Names] (hereinafter referred to as "the OWNERS").

Recitals

1. WHEREAS, the OWNERS possess and own real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and
2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and
3. WHEREAS, both the CITY and the OWNERS desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and
4. WHEREAS, both the CITY and the OWNERS desire to limit the use of the PROPERTY and to preserve the PROPERTY so as to retain its characteristics as a property of cultural, architectural, and historical significance.

Agreement

NOW THEREFORE, both the CITY and the OWNERS, in consideration of the mutual promises, covenants, and conditions contained herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of these statutes.

2. Preservation/Rehabilitation and Maintenance of Property. During the term of this Agreement, the PROPERTY shall be subject to the following conditions, requirements, and restrictions:

a. The OWNERS agree to preserve/rehabilitate and maintain the cultural, historical, and architectural characteristics of the PROPERTY during the term of this Agreement as set forth in the attached schedule of improvements identified as Attachment B.

b. The OWNERS shall maintain all buildings, structures, yards, and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. Prohibited property conditions include, but are not limited to:

- DRAFT**
- i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
 - ii. Scrap lumber, junk, trash, or debris;
 - iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
 - iv. Stagnant water or excavations, including swimming pools or spas; and
 - v. Any device, decoration, design, or structure, or vegetation which a reasonable person would determine to be unsightly by reason of its height, condition, or its inappropriate location.

c. All improvements and work performed on the PROPERTY shall meet, at a minimum, the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the applicable development codes of the City of Escondido.

d. If a code enforcement action has been instituted by the CITY, the CITY may request, and the OWNERS shall submit within thirty (30) days, documentation of expenditures incurred and work performed by the OWNERS within the last 24 months to accomplish items from the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Historic Property Preservation (Mills Act) Agreement. If the OWNERS perform

work on the PROPERTY, rather than contracting with a third-party, the value of their labor shall be calculated at the market rate for such work performed. The OWNERS shall be in substantial compliance with the scheduled improvements set forth in Attachment B when the expenditures incurred and work performed to accomplish the improvements are equal to or greater than the OWNERS' annual property tax savings for the last 24 months, as determined by the CITY, based upon the County Tax Assessor's valuation of the PROPERTY using the process set forth in Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

e. OWNERS shall, within thirty (30) days after written notice from the CITY, furnish the CITY with any information the CITY shall require to enable the CITY to determine (i) the PROPERTY'S present state; (ii) the PROPERTY'S continued eligibility as a qualified historic property; and (iii) whether the OWNERS are in compliance with this Agreement.

cdw ma **OWNERS' INITIALS**

3. Inspections. The OWNERS agree to permit periodic examinations/inspections of the interior and exterior of the PROPERTY by the CITY, the County Assessor, the Department of Parks and Recreation, and the State Board of Equalization as may be necessary to determine the OWNERS' compliance with this Agreement.

cdw ma **OWNERS' INITIALS**

4. Term of Agreement. This Agreement shall be effective and shall commence on January 1st of the year following the successful recordation of this document by the County Recorder's Office and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10th) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as "the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNERS desire not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNERS elect to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNERS at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1)

additional year shall automatically be added to the term of this Agreement. The CITY may issue a notice of nonrenewal if the CITY determines improvements, maintenance, rehabilitation, renovation, and/or restoration of the PROPERTY is required for the PROPERTY'S continued eligibility as a qualified historic property. Upon receipt by the OWNERS of a notice of nonrenewal from the CITY, the OWNERS may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

7. Effect of Notice of Nonrenewal. If, in any year, either party serves a notice of nonrenewal as provided in Paragraph 6 above, this Agreement shall remain in effect for: (1) the balance of the period remaining under the initial term of this Agreement; or (2) the balance of the period remaining since the last automatic renewal, whichever the case may be.

8. Cancellation. The CITY may cancel this Agreement if the CITY determines the OWNERS: (a) have breached any of the conditions or covenants of this Agreement; (b) have allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property as defined in California Government Code section 50280.1; or (c) if the OWNERS have failed to restore or rehabilitate the PROPERTY in the manner specified in Paragraph 2 of this Agreement.

WA MG OWNERS' INITIALS

9. Notice of Cancellation. Notwithstanding the above, this Agreement cannot be cancelled until after the CITY has given notice and has held a public hearing as required by California Government Code section 50285.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNERS shall pay those cancellation fees set forth in California Government Code sections 50280 et seq., described herein. Upon cancellation, the OWNERS shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the current fair market value of the PROPERTY, which is to be determined by the County Assessor as though the PROPERTY were free and clear of any of the restrictions pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the PROPERTY is located in the same manner as the County Auditor allocates the annual tax increment in that tax area that fiscal year.

WA MG OWNERS' INITIALS

11. No Compensation. The OWNERS shall not receive any payment from the CITY in consideration for the obligations imposed under this Agreement. The parties recognize and agree that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to the OWNERS as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. Enforcement of Agreement. As an alternative to cancellation of the Agreement for breach of any condition as provided in Paragraph 8, the CITY may, in its sole discretion, specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a default, under the provisions of this Agreement by the OWNERS, the City shall give written notice to the OWNERS by registered or certified mail. If such violation is not corrected to the reasonable satisfaction of CITY within thirty (30) calendars days after the date of notice of violation, or within such reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) calendar days and thereafter diligently pursued to completion), the CITY may, without further notice, declare the OWNERS to be in breach under the terms of this Agreement, and may bring any action necessary to specifically enforce the obligations of the OWNERS growing out of the terms of this Agreement or apply for such other relief as may be appropriate under local, state, or federal law.

13. Indemnification. OWNERS shall indemnify, defend (with counsel reasonably acceptable to CITY) and hold harmless the City of Escondido, and all of its boards, commissions, departments, agencies, agents, officers, and employees from and against any and all actions, causes of actions, liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses (collectively the "Claims") incurred in connection with or arising in whole or in part from this Agreement, including without limitations:

- a. any accident, injury to or death of a person, loss of or damage to property incurring in or about the PROPERTY;
- b. the use or occupancy of the PROPERTY by the OWNERS,
their agents or invitees;
- c. the condition of the PROPERTY;
- d. any construction or other work undertaken by the OWNERS of the PROPERTY.

This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, experts and the CITY'S cost for investigating any Claims. The OWNERS shall defend the CITY and all of its boards, commissions, departments, agencies, agents, officers, and employees from any and all Claims

reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover its reasonable attorney's fees in addition to court costs and other relief ordered by the court.

19. Modification. No modification of this Agreement shall be valid or binding unless the modification is in writing, signed by all parties, and recorded with the County Recorder for the County of San Diego.

20. Binding Effect. This Agreement shall be binding on and inure to the benefit of all parties herein, their heirs, successors-in-interest, legal representatives, assigns and all persons acquiring any part or portion of the PROPERTY, whether by operation of law or otherwise, and that any such person(s) shall have the same rights and obligations under this Agreement.

21. Choice of Law and Forum. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding to enforce any provision of this Agreement shall be brought in the San Diego Superior Court, North County Division.

22. Sale. If the PROPERTY is sold, the OWNERS shall notify the CITY of the sale and present to the CITY a signed statement from the new owners indicating that a copy of this Agreement, the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Agreement, and any amendments to this Agreement were provided to them.

23. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

24. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

25. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

26. Notices. Any notice, delivery or other communication pursuant to this Agreement shall be in writing and shall be given to:

CITY: City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

OWNERS: [Insert Owners' Names & Mailing Addresses]

Any party may change his/her/its address by giving written notice to the other parties in the manner provided in this paragraph. Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other parties within five (5) business days after the notice has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

27. Notice to Office of Historic Preservation. The OWNERS or an agent of the OWNERS shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement. A copy of this notice shall also be provided to the CITY.

(Remainder of page left intentionally blank.)

DRAFT

28. Counterparts. This Agreement may be executed in any number of counterparts or by facsimile transmission, each of which will be deemed an original with the same effect as if all signatures were on the same instrument.

IN WITNESS WHEREOF, the CITY and the OWNERS have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Dated: _____

By: _____
Sam Abed, Mayor
(This signature must be notarized.)

Dated: _____

By: _____
Diane Halverson, City Clerk
(This signature must be notarized.)

OWNERS

Dated: 9/15/23

By: *Israel Murguia*
[Insert Owner's Name] Israel Murguia
(This signature must be notarized.)

Dated: 9/15/23

By: *Melissa Garin*
[Insert Owner's Name] Melissa Garin
(This signature must be notarized.)

Dated: _____

By: _____
[Insert Owner's Name]
(This signature must be notarized.)

Dated: _____

By: _____
[Insert Owner's Name]
(This signature must be notarized.)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

RESOLUTION NO. 2023-154

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A HISTORIC PROPERTY PRESERVATION AGREEMENT, FOR THE PROPERTY LOCATED AT 820 S. MAPLE ST

(CASE No. PL23-0279)

WHEREAS, the Mills Act is a state law enabling owners of designated historic properties to enter into a historic property preservation contract with their local legislative body and receive a property tax reduction; and

WHEREAS, Israel Murguia and Melissa Garcia submitted an Application ("Application") to enter into a Historic Property Preservation Agreement ("Agreement") with the City of Escondido ("City") for property located at 820 S. Maple St. (APN 233-382-06-00), more particularly described in Exhibit "A" to this Resolution; and

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the Development Services Department in accordance with the rules and regulations of the Escondido Zoning Code and the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA"); and

WHEREAS, the Planning Division studied the Application, performed necessary investigations, prepared a written report, and hereby recommends approval of the Agreement attached hereto as Exhibit "A"; and

WHEREAS, the property qualifies for the Agreement since it was approved by the Historic Preservation Commission to be listed in the Local Register of Historic Resources on October 19, 2023; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve the Agreement for the historic property located at 820 S. Maple St., as recommended by the Historic Preservation Commission on October 19, 2023; and

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

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") regulations, the project is categorically exempt from environmental review in accordance with CEQA Guidelines Section 15331, Class 31, "Historic Resources Restoration/Rehabilitation" in that the granting of the request ensures maintenance and repair of a historical resource in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

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

1. That the above recitations are true.
2. That the Mayor is authorized to execute, on behalf of the City, a Historic Property Preservation Agreement with Israel Murguia and Melissa Garcia for the property located at 820 S. Maple St, which is attached to this Resolution as Exhibit "A" and incorporated by this reference, subject to final approval as to form by the City Attorney.

EXEMPT FROM FEES pursuant to
Gov't Code §§ 6103, 27383, and 27388.1
(filing requested/executed by municipality)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

This Space for Recorder's Use Only

HISTORIC PROPERTY PRESERVATION AGREEMENT

This HISTORIC PROPERTY PRESERVATION AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2023, by and between the City of Escondido, a California municipal corporation ("**City**") and Israel Murguia and Melissa Garcia, Husband and Wife, ("**Owners**"). (The City and Owners may each be referred to herein as a "**Party**" and collectively as the "**Parties**.")

RECITALS

A. The Owners possess and owns that certain real property located within the City as further described in Exhibit A to this Agreement, attached hereto and incorporated herein by this reference ("**Property**").

B. The City and the Owners desire to enter into this Agreement to carry out the purposes of the Mills Act (California Government Code section 50280 et seq.) ("**Mills Act**") and California Revenue and Taxation Code sections 439 to 439.4.

C. The Property is a "qualified historical property," as that term is defined under the Mills Act ("**Qualified Historical Property**"), in that the Property is privately owned, the Property is not exempt from property taxation, and the Property is listed in the City's Local Register of Historic Places.

D. The Property is a "restricted historical property," as that term is defined in Revenue and Taxation Code section 439.1.

E. The City and the Owners desire to limit the use of the Property and to preserve the Property so as to retain its characteristics as a property of cultural, architectural, and historical significance.

CAO: 9/14/2021

Historic Property Preservation Agreement

AGREEMENT

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

1. Recitals. The Recitals set forth above are included herein by reference as part of this Agreement and the Parties agree that said Recitals are essential facts to this Agreement.

2. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to the Mills Act and California Revenue and Taxation Code sections 439 to 439.4 and is subject to all of the provisions of these statutes.

3. Preservation/Rehabilitation and Maintenance of Property. During the term of this Agreement, the Property shall be subject to the following conditions, requirements, and restrictions:

a. The Owners agree to preserve/rehabilitate and maintain the cultural, historical, and architectural characteristics of the Property during the term of this Agreement as set forth in the Schedule of Improvements identified in Exhibit B to this Agreement, attached hereto and incorporated herein by this reference (“**Schedule of Improvements**”).

b. The Owners shall maintain all buildings, structures, yards, and other improvements in a manner that does not detract from the appearance of the immediate neighborhood. Prohibited property conditions include, but are not limited to, all of the following:

(i.) dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;

(ii.) scrap lumber, junk, trash, or debris;

(iii.) abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;

(iv.) stagnant water or excavations, including swimming pools or spas; and

(v.) any device, decoration, design, structure, or vegetation that a reasonable person would determine to be unsightly by reason of its height, condition, or location.

c. All improvements and work performed on the Property shall meet, at a minimum, the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior’s Standards for Rehabilitation, the California State Historical Building Code, and the applicable City laws and regulations pertaining to development.

d. If the City institutes a code enforcement action pertaining to the Property, the City may request, and the Owners shall submit within 30 days of such request, documentation of expenditures incurred and work performed by the Owners within the previous 24 months to accomplish items from the Schedule of Improvements. If the Owners perform work on the Property, rather than contracting with a third party, the value of the Owner’s labor shall be calculated at the market rate for such work performed. The Owners shall be in substantial compliance with the

CAO: 9/14/2021

Historic Property Preservation Agreement

Schedule of Improvements when the expenditures incurred and work performed to accomplish the improvements are equal to or greater than the Owner's annual property tax savings for the previous 24 months, as determined by the City, based upon the County Tax Assessor's valuation of the Property using the process set forth in California Revenue and Taxation Code sections 439 to 439.4.

e. The Owners shall, within 30 days after written notice from the City, furnish the City with any information the City shall require to enable the City to determine (i) the Property's present state, (ii) the Property's continued eligibility as a Qualified Historical Property, and (iii) whether the Owners are in compliance with this Agreement.

_____**OWNER'S INITIALS**

4. Inspections. The Owners agree to permit periodic examinations and inspections of the interior and exterior of the Property by the City, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, as may be necessary to determine the Owner's compliance with this Agreement. After five years, and every five years thereafter, the City shall inspect the Property, including the interior and exterior of the premises, to determine the Owner's continued compliance with this Agreement.

_____**OWNER'S INITIALS**

5. Term. This Agreement shall be effective and shall commence on January 1 of the year following the successful recordation of this Agreement by the San Diego County Recorder's Office and shall remain in effect for a period of 10 years thereafter.

6. Renewal.

6.1. *Automatic Renewal*. On the 10th anniversary of this Agreement and on each successive anniversary date ("**Renewal Date**"), a period of one year shall automatically be added to the initial term of this Agreement unless a Party gives a notice of nonrenewal as provided in this Agreement.

6.2 *Notice of Nonrenewal*. If, in any year, a Party desires not to renew this Agreement, such Party shall serve a written notice of nonrenewal on the other Party. If the Owners elect to serve a notice of nonrenewal, the notice must be served on the City at least 90 days prior to the Renewal Date, or else a period of one additional year shall automatically be added to the term of this Agreement. Conversely, if the City elects to serve a notice of nonrenewal, the notice must be served on the Owners at least 60 days prior to the Renewal Date, or else a period of one additional year shall automatically be added to the term of this Agreement. The City may issue a notice of nonrenewal if the City determines improvements, maintenance, rehabilitation, renovation, or restoration of the Property is required for the Property's continued eligibility as a Qualified Historical Property. Upon receipt by the Owners of a notice of nonrenewal from the City, the Owners may make a written protest of such nonrenewal. The City may, at any time prior to the Renewal Date, withdraw its notice of nonrenewal.

6.3 *Effect of Notice of Nonrenewal*. If, in any year, either Party serves a notice of nonrenewal as provided in this Agreement, this Agreement shall remain in effect for (i) the balance of the period remaining under the initial term of this Agreement, or (ii) the balance of the period remaining since the last renewal of this Agreement, as the case may be.

CAO: 9/14/2021

Historic Property Preservation Agreement

7. Cancellation.

7.1 The City may cancel this Agreement if the City determines that the Owners (i) have breached any term, condition, or covenant of this Agreement; (ii) has allowed the Property to deteriorate to the point that the Property no longer meets the standards of a Qualified Historical Property; or (iii) has failed to restore or rehabilitate the Property in the manner required by this Agreement.

_____**OWNER'S INITIALS**

7.2 *Notice of Cancellation.* This Agreement cannot be cancelled until after the City has given notice and has held a public hearing as required by California Government Code section 50285.

7.3 *Cancellation Fee.* If the City cancels this Agreement pursuant to the terms of this Agreement, the Owners shall pay those cancellation fees set forth in the Mills Act. Upon cancellation, the Owners shall pay a cancellation fee of 12.5% of the then-current fair market value of the Property, which is to be determined by the County Assessor as though the Property were free and clear of any of the restrictions pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the Property is located in the same manner as the County Auditor allocates the annual tax increment in that tax area for that fiscal year.

_____**OWNER'S INITIALS**

8. No Compensation. The Owners shall not receive any payment from the City in consideration for the obligations imposed under this Agreement. The Parties recognize and agree that the consideration for the execution of this Agreement is the substantial public benefits to be derived therefrom and the advantage that will accrue to the Owners as a result of the assessed value of the Property because of the restrictions that this Agreement imposes on the use and preservation of the Property.

9. Enforcement.

9.1 As an alternative to cancellation of the Agreement, the City may, in its sole discretion, specifically enforce or enjoin the Owner's breach of the terms of this Agreement, including but not limited to bringing an action to enforce this Agreement by specific performance or injunction. In the event of such breach, the City shall give written notice to the Owners notifying the Owners of the violation ("**Notice of Violation**"). If such breach is not corrected to the reasonable satisfaction of the City within 30 calendar days after the date of the Notice of Violation, or within such other reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within 30 calendar days and thereafter diligently pursued to completion), the City may, without further notice, declare the Owners to be in breach of the terms of this Agreement, and may bring any action necessary to specially enforce the obligations of the Owners under the terms of this Agreement or apply for such other relief as authorized under local, state, or federal law.

CAO: 9/14/2021

Historic Property Preservation Agreement

9.2 *Remedy if Agreement Not an Enforceable Restriction.* In the event it is finally determined by a court of competent jurisdiction that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect, and the Property shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the Parties.

10. Indemnification. The Owners (including Owner's agents, employees, contractors, and subcontractors, if any) shall hold harmless, defend (with counsel reasonably acceptable to the City), and indemnify the City, its boards, commissions, departments, 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**"), and any attorney's, consultant, or expert fees and City staff costs for investigating or responding to any Claims, incurred in connection with or arising in whole or in part from this Agreement, the use or occupancy of the Property by the Owners (including Owner's agents, employees, invitees, contractors, and subcontractors, if any), the condition of the Property, or any construction or other work undertaken on the Property, including without limitation (i) any death or bodily injury to a person; (ii) any injury to, loss, or theft of tangible or intangible property, including economic loss; or (iii) any other loss, damage, or expense sustained by the Owners in connection with any work or obligations performed in connection with this Agreement, except for any liability resulting from the active negligence, sole negligence, or willful misconduct of the City. The duty to defend the City as described in this Paragraph 10 shall apply regardless of whether any Claims are groundless, fraudulent, or false. All obligations under this Paragraph 10 shall survive the termination of this Agreement.

OWNER'S INITIALS

11. Condemnation, Eminent Domain, Destruction of Property.

11.1 *Condemnation/Eminent Domain.* If condemnation proceedings are filed against the Property, or if the Property is acquired in whole or in part by eminent domain or other acquisition by an entity authorized to exercise the power of eminent domain, and such acquisition is determined by the City to frustrate the purpose of this Agreement, this Agreement shall be cancelled and shall be deemed null and void for all purposes of determining the value of the Property, or part of the Property, that is acquired. However, if any such condemnation proceeding is subsequently abandoned or the acquisition of the Property rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the Parties.

11.2 *Destruction of Property.* If the Property is destroyed by fire or other natural disaster such that, in the opinion of the City, the historic value of the structure has been lost and a majority of the structure must be replaced, this Agreement shall be cancelled.

11.3 *No Cancellation Fee.* If the Agreement is cancelled for any reason articulated in Paragraphs 11.1 or 11.2 of this Agreement, no cancellation fee as otherwise required by this

CAO: 9/14/2021

Historic Property Preservation Agreement

Agreement and the Mills Act shall be imposed.

12. Miscellaneous.

12.1 *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. Any litigation arising out of this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

12.2 *Entire Agreement.* This Agreement, together with its attachments or other documents, if any, described or incorporated herein, contains the entire agreement and understanding 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. Each of the Parties hereto acknowledges that no other Party, nor the agents nor the attorneys for any Party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

12.3 *Amendment.* This Agreement may not be amended except in a writing signed by all of the Parties hereto, and then only in the specific instance and for the specific purpose given. Any such amendment shall be recorded with the Office of the County Recorder for the County of San Diego.

12.4 *Independent Investigation.* The Parties acknowledge that they have conducted an independent investigation of the facts concerning the subject matter of this Agreement. The Parties agree that the factual recitals are correct and expressly assume the risk that the true facts concerning the foregoing may differ from those currently understood by them.

12.5 *Advice of Counsel.* The Parties hereby acknowledge that they have executed this Agreement after having the opportunity to consult with, and receive the advice of, their own counsel.

12.6 *Capacity.* Each individual signing this Agreement represents and warrants that he or she has been authorized to do so by proper action of the Party on whose behalf he or she has signed.

12.7 *Headings.* Section headings are for reference purposes only and shall not be used for interpreting the meaning of any provisions of this Agreement.

12.8 *Attorney's Fees.* In any action to enforce the terms of this Agreement, the Parties agree that the prevailing party shall be entitled to its reasonable attorney's fees and all costs, fees, and expenses, including the fees of expert witnesses and consultants, whether or not such costs, fees, and expenses are recoverable or allowed as costs under section 1033.5 of the California Code of Civil Procedure. In addition to the foregoing award of attorney's fees and costs, the prevailing party shall be entitled to its attorney's fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision is separate and shall survive the merger of this provision into any judgment on this Agreement.

12.9 *Counterparts.* This Agreement may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document.

CAO: 9/14/2021

12.10 *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.

12.11 *Notice.* All notices, demands, approvals, or consents provided for in this Agreement shall be in writing and delivered to the appropriate Party at its address as follows:

If to the City:

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

If to the Owner:

Israel Murguia and Melissa Garcia
820 S. Maple St.
Escondido, CA 92025

Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other Party within five business days after the notice has been deposited in the U.S. Mail, duly registered or certified, with postage prepaid, and addressed as set forth above. Any Party may change the address information provided above by giving written notice to the other Party in the manner provided in this Agreement.

12.12 *Covenants Run with Land.* So long as this Agreement remains in effect, the obligations and benefits provided for in this Agreement shall run with the land obligated and benefited, respectively, and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof. As such, it is the intent of the Parties that this Agreement and the promises, covenants, rights, and obligations set forth herein (i) shall be and are covenants running with the Property, encumbering the Property for the term of this Agreement, binding upon the Owner's successors in title and all subsequent owners and operators of the Property; (ii) are not merely personal covenants of the Owner; and (iii) shall bind the Owners and their respective successors and assigns during the term of this Agreement. Further, the Owners shall ensure that any future transfer of interest in the Property is made subject to the terms of this Agreement, such that any future successor in title or owner or operator of the Property shall be bound by the terms herein.

12.13 *Sale of Property.* The Owners shall ensure that any future transfer of interest in the Property is made subject to the terms of this Agreement, such that any future successor in title or owner or operator of the Property shall be bound by the terms herein. If the Property is sold, the Owners shall provide notice to the City of the sale and provide the City with a signed statement from the new owner indicating that a copy of this Agreement, all exhibits to this Agreement, and all amendments to this Agreement, if any, were provided to the new owner.

12.14 *Notice to Office of Historic Preservation.* The Owners or an agent of the Owners shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement. A copy of this notice shall also be provided to the City.

CAO: 9/14/2021

This Agreement is executed by the Parties or their duly authorized representatives:

CITY OF ESCONDIDO

Date: _____ By _____
Dane White, Mayor

[OWNERS]

Date: _____ By _____
Israel Murguia, Husband

Date: _____ By _____
Melissa Garcia, Wife

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
Michael R. McGuinness, City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA]

COUNTY OF _____]

On _____, before me, _____, a
Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

Exhibit "A"

Legal Description of Property

THE SOUTHERLY 70.00 FEET OF LOTS 15 AND 16 IN BLOCK 193 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336. FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

APN: 233-382-06-00

Exhibit "B"

Schedule of Improvements

1. Install one GAF Masterflow EZ cool plug-in power vent into the existing roofing.
2. Build ground level deck in upper terraced area of yard.
3. Build retaining wall and fence between house (southernly side) and alley.
4. Seismic retrofit by installing isolated piers between existing piers with standard footings, pre-cast post bases, pressure treated posts, and Simpson strong tiles.
5. Replace guest restroom floor and shower tile.
6. Repaint of existing residence.
7. Repair damaged sewer lines to property.
8. Upgrade main electrical panel from 100 amps to 225 amps.
9. Replace rear window on 1979 addition to period correct window treatment.



STAFF REPORT

November 15, 2023
File Number 0600-10; A-3486

SUBJECT

**AWARD OF CONSTRUCTION CONTRACT FOR 2023 STREET MAINTENANCE PROJECT – PHASE 1
(CONCRETE AND TREE REPLACEMENT)**

DEPARTMENT

Development Services

RECOMMENDATION

It is requested that the City Council adopt Resolution No. 2023-151 awarding the construction contract to L.C. Paving & Sealing, Inc., determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$499,279.50 for Phase I of the 2023 Street Rehabilitation and Maintenance Project ("Project").

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

Presenter: Matt Souttere, Associate Engineer

FISCAL ANALYSIS

The Project is included in the CIP budget and is funded with Gas Tax, TransNet, and Road Maintenance and Rehabilitation Account ("RMRA") funds.

BACKGROUND

This Project includes the first phase of the City of Escondido's Annual Street Maintenance Program that includes the replacement of damaged sidewalk, curb and gutter. This zone of focus for this program is Maintenance Zone ES, the area east of Ash Street between East Valley Parkway on the north, and the City Limits to the south (See Attachment 1). In total, the Project will replace 9,429 square feet (0.36 miles) of sidewalk, install 12 pedestrian ramps, and replace 33 street trees that are damaging the sidewalk.

On November 2, 2023, the City received two sealed bids in response to the advertised Request for Bids No. 24-06 for the Project. The bid results are listed below:

L.C. Paving & Sealing, Inc.	\$499,279.50
IE General Engineering	\$732,926.00



CITY *of* ESCONDIDO

STAFF REPORT

Staff has evaluated the bids and determined that the bid submitted by L.C. Paving & Sealing, Inc. is the lowest responsive and responsible bid. The low bid is approximately ten percent lower than the Engineer's estimate of \$550,000. Staff recommends awarding a construction contract in the amount of \$499,279.50 to L.C. Paving and Sealing, Inc.

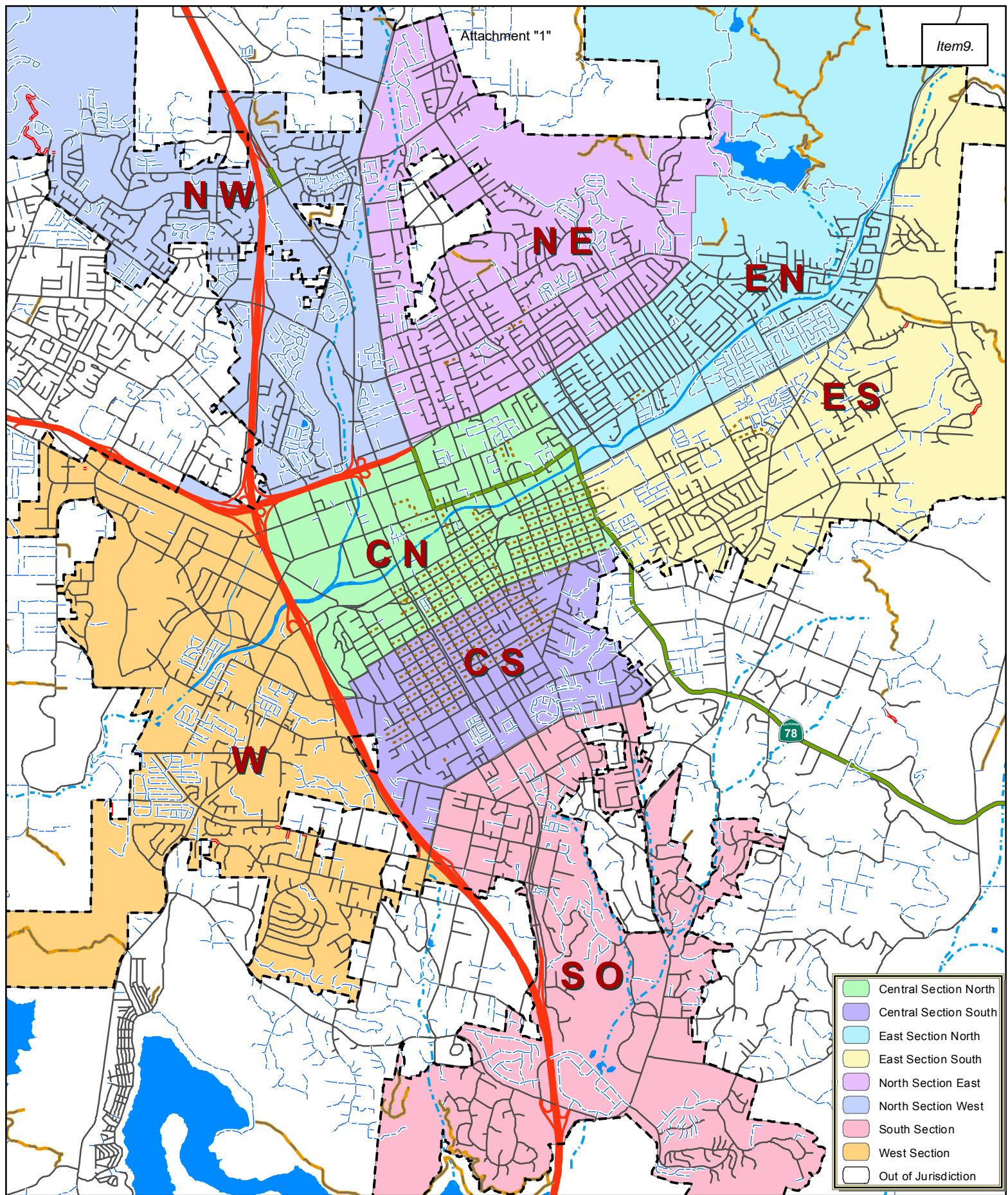
Phase 2 of the 2023 Street Maintenance Project is currently under design and will include rehabilitation of pavement and re-striping of streets within the ES zone and major and collector streets Citywide. It is anticipated that the Phase 2 Project will be bid in early 2023 with an anticipated start of construction in Spring 2023.

RESOLUTIONS

- a. Resolution No. 2023-151
- b. Resolution No. 2022-151 – Exhibit A – Public Improvement Agreement

ATTACHMENTS

- a. Attachment 1 – Street Maintenance Zone Map



RESOLUTION NO. 2023-151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT FOR THE 2023 STREET REHABILITATION AND MAINTENANCE PROJECT – PHASE 1

WHEREAS the City Council has allocated funding in the adopted Capital Improvement Program (“CIP”) Budget for the City’s Annual Street Management Program (“Project”); and

WHEREAS, on October 5 and 19, 2023 a notice inviting bids for Phase 1 of the Project (“Notice”) was duly published; and

WHEREAS, in response to the Notice, two sealed bids for the Project were opened and evaluated on November 2, 2023; and

WHEREAS, after careful evaluation of the two sealed bids, City staff have determined L.C. Paving & Sealing, Inc. to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize a Public Improvement Agreement with L.C. Paving & Sealing, Inc. in the amount of \$499,279.50.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Improvement Agreement with L.C. Paving & Sealing, Inc., in a substantially similar form to that which is

attached and incorporated to this Resolution as Exhibit "A," and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
PUBLIC IMPROVEMENT AGREEMENT

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

Between: CITY OF ESCONDIDO
 a California municipal corporation
 201 N. Broadway
 Escondido, CA 92025
 Attn: Julie Procopio
 760-839-4001
 ("CITY")

And: LC Paving & Sealing, Inc.
 a California corporation
 620 Alpine Way
 Escondido, CA 92029
 Attn: Jose Salinas
 760-752-1743
 ("CONTRACTOR").

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

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the 2023 Street Maintenance Project – Phase 1 Project ("Project"), occurring on property located within Escondido and having various assessor's parcel numbers (APN) ("Property"), as further described herein.

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

1. Project Documents. The Notice Inviting Sealed Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Change Orders, Shop Drawing Transmittals, Information Required of CONTRACTOR, Non-collusion Affidavit, Insurance Certificates, Guarantees, General Conditions, Supplementary General Conditions, Special Conditions, Plans, Drawings, Specifications, the Agreement, and all modifications, addenda, and amendments thereto ("Project Documents") are incorporated herein by this reference as if fully set forth herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Description and Performance of Work. CONTRACTOR shall furnish all work described in the Project Documents ("Work"). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.
3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$499,279.50** ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy within 45 working days after the City's Notice to Proceed. ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.
5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of **\$500 per day** for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles

moving under CONTRACTOR's control and engaged in the Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

- (3) *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
 - (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
 - (3) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.
 - (4) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
 - (5) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (6) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (7) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for

all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.

- (8) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
- (9) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements within this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.
- f. *Compliance.* Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of this Agreement, including, without limitation, the obligation to defend and indemnify the CITY and the City Engineer. In the event that CONTRACTOR fails to comply with any insurance requirement set forth in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop Work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

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

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits,

finances, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's (including CONTRACTOR's agents, employees, and subcontractors, if any) Work pursuant to this Agreement or its failure to comply with any of its obligations contained herein, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any Work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Bonds.

- a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:
 - (1) *Faithful Performance Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.
 - (2) *Labor and Materials Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.
- b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.
- c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.

- e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.
9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.
10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so ("Cure Period"), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Property, or any portion thereof, and take exclusive possession of the Property or any portion thereof, together with all material and equipment thereon, and may complete the Work or any portion of the Work, either by (i) furnishing the necessary tools, equipment, labor, or materials; or (ii) letting the unfinished portion of the work, or any portion thereof, to another contractor; or (iii) demanding the surety hire another contractor; or (iv) any combination of such methods. The CITY's procuring of the completion of the Work, or the portion of the Work taken over by the CITY, shall be a charge against the CONTRACTOR and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of such charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment if CONTRACTOR fails to pay in full any such cost incurred by the CITY. The permissible charges for any such procurement of the completion of the Work include actual costs and fees incurred to third party individuals and entities (including but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY's employees to the Project.
11. Other Legal Requirements Incorporated. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though such law or clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
13. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
14. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

15. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR, and pursuant to action of the Escondido City Council.
16. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
17. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
18. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
19. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
20. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
21. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
22. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the work under this Agreement. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. Prevailing Wages and Department of Industrial Relations Compliance. Pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages, including but not limited to the keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions. CONTRACTOR shall file the required workers' compensation certificate before commencing work under this Agreement. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any

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

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

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

LC Paving & Sealing, Inc.

Date: _____

Signature

Name & Title (please print)

Contractor's License No.

Tax ID/Social Security No.

APPROVED AS TO FORM:

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

BY: _____



Bond No.: _____

Premium: _____

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and LC Paving & Sealing, Inc., a California corporation ("Principal"), have entered into that certain Public Improvement Agreement dated (e.g. "____") ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the 2023 Street Rehabilitation and Maintenance Project – Phase I.

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

NOW, THEREFORE, we, the Principal and ____ (e.g. "____"), a ____ (e.g. "____") organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held and firmly bound unto the City of Escondido, a California municipal corporation ("City") in the penal sum of Four Hundred Ninety-nine Thousand Two Hundred Seventy Nine dollars and Fifty cents (\$499,279.50), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this _____ day of _____, 20__.

Name of Principal

By: _____
Signature of Person Signing on Behalf of Principal

Address of Principal

Name of Person Signing on Behalf of Principal

Title of Person Signing on Behalf of Principal

Name of Surety

By: _____
Signature of Person Signing on Behalf of Surety

Address of Surety

Name of Person Signing on Behalf of Surety

Title of Person Signing on Behalf of Surety

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

APPROVED AS TO FORM:

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

BY: _____



Bond No.: _____
Premium: _____

LABOR AND MATERIALS BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and LC Paving & Sealing, Inc., a California corporation ("Principal"), have entered into a that certain Public Improvement Agreement dated (e.g. "____") ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the 2023 Street Maintenance Project – Phase I.

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

NOW, THEREFORE, the Principal and ____ (e.g. "____") _____, a ____ (e.g. "____") _____ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of Four Hundred Ninety-nine Thousand Two Hundred Seventy Nine dollars and Fifty cents (\$499,279.50), lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this ____ day of _____, 20__.

Name of Principal

By: _____
Signature of Person Signing on Behalf of Principal

Address of Principal

Name of Person Signing on Behalf of Principal

Title of Person Signing on Behalf of Principal

Name of Surety

By: _____
Signature of Person Signing on Behalf of Surety

Address of Surety

Name of Person Signing on Behalf of Surety

Title of Person Signing on Behalf of Surety

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

APPROVED AS TO FORM:

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

BY: _____

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



STAFF REPORT

November 15, 2023
File Number 0480-70

SUBJECT

MEMBER AGENCY ADMINISTERED INCENTIVE PROGRAM GRANT FOR WATER CONSERVATION OUTREACH MATERIALS

DEPARTMENT

Utilities Department, Wastewater Division, Environmental Programs

RECOMMENDATION

Request the City Council adopt Resolution No. 2023-148 authorizing the acceptance of a \$7,800 grant from the Metropolitan Water District and the San Diego County Water Authority to fund the purchase of water conservation outreach materials and a demonstration model; authorizing the Environmental Programs Manager to execute all documents necessary for the management and completion of the grant scope; and, authorizing the necessary budget adjustment needed to establish a new project number for tracking and spending of grant funds.

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

Presenter: Juan Magdaraog, Environmental Programs Manager

FISCAL ANALYSIS

The budget for water conservation outreach materials is made available through the Wastewater Enterprise Fund. Additional grant funding from the Member Agency Administered Incentive Program will provide educational materials to be distributed to the community through public events hosted by the City of Escondido ("City") and Environmental Programs.

PREVIOUS ACTION

None.

BACKGROUND

The Metropolitan Water District ("MWD") and San Diego County Water Authority ("SDCWA") offer grant funding to water agencies and districts for a variety of water-related purposes. For example, in 2021 the City applied for and received \$24,375.21 in grant funding to install water bottle filling stations in multiple parks within the community.



CITY of ESCONDIDO

STAFF REPORT

In May of 2023, the City applied for grant funding through MWD's and SDCWA's Member Agency Administered Incentive Program, with the intent of using the funding to purchase outreach promotional items that remind residents to use water efficiently. Promotional items include tote bags, notebooks, pens, and other materials. Additionally, grant funding would be used to purchase a "Drinking Water, Wastewater, and Your Watershed" hands-on demonstration model in which participants draw real water from the river and send it to the water treatment plant for processing. This demonstration visually shows residents the water treatment process and emphasizes the value of water. Participants of the demonstration will see the clean water as it is delivered under the roadways for our residential and commercial uses.

The City was notified in July of 2023 that \$7,800 in funding had been awarded to Escondido. If the City Council authorizes acceptance of the grant funding, outreach materials that reinforce the importance of water conservation and its efficient use will be distributed at multiple public events.

RESOLUTIONS

- a. Resolution No. 2023-148

ATTACHMENTS

- a. Attachment "1" – Budget Adjustment

RESOLUTION NO. 2023-148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE ENVIRONMENTAL PROGRAMS MANAGER TO ACCEPT GRANT FUNDING PROVIDED BY THE METROPOLITAN WATER DISTRICT AND SAN DIEGO COUNTY WATER AUTHORITY THROUGH THE MEMBER AGENCY ADMINISTERED INCENTIVE PROGRAM AND TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, the City of Escondido ("City") submitted an application to the Metropolitan Water District's ("MWD") and San Diego County Water Authority's ("SDCWA") Member Agency Administered Incentive Program requesting \$7,800 in grant funding to purchase water conservation outreach materials and a hands-on demonstration model; and

WHEREAS, the City's Environmental Programs staff use the outreach materials and demonstration model at City sponsored public events to educate community members about water systems and watersheds, and to reinforce the importance of water conservation; and

WHEREAS, MWD and SDCWA notified the City in July of 2023 that \$7,800 in grant funding has been awarded to Escondido.

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

1. That the above recitations are true.
2. That the City Council authorizes the Environmental Programs Manager, on behalf of the City, to accept the grant award and to execute all documents necessary for the management and completion of the grant scope.



BUDGET ADJUSTMENT REQUEST

Department:	Utilities, Wastewater Division, Environmental Programs	<u>For Finance Use Only</u>
Department Contact:	Kim Silva, x4076	BA # _____
City Council Meeting Date: (attach staff report)	November 15, 2023	Fiscal Year _____

EXPLANATION OF REQUEST

The Metropolitan Water District and San Diego County Water Authority has awarded the City of Escondido \$7,800 in grant funding to purchase outreach items promoting water conservation, and a hands-on demonstration model depicting a drinking water system, a wastewater system, and watersheds.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4121-555-New Project Number	\$7,800	
Member Agency Outreach Material	555-New Project Number	\$7,800	

APPROVALS

DocuSigned by: 11/8/2023 ADA00C951DFE49C...		DocuSigned by: 11/8/2023 99A33925FA6B449...	
DEPARTMENT HEAD	DATE	FINANCE	DATE

ORDINANCE NO. 2023-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, TO REPEAL ESCONDIDO
MUNICIPAL CODE CHAPTER 2, ARTICLE 7, SECTION 2-
103, LIMITATIONS ON CAMPAIGN CONTRIBUTIONS

WHEREAS, in 2020, the California Legislature passed Assembly Bill (AB) 571, which applies a default campaign contribution limit to city candidates when the city has not already enacted a local contribution limit; and

WHEREAS, the 2023-2024 contribution limits for city candidates in cities that have not enacted limits is \$5,500, per election; and

WHEREAS, mindful of first amendment constitutional principles, fundamental due process and fairness, and given recent state legislation impacting local campaign contributions including SB 1439 (Levine Act); and

WHEREAS, the City Council of the City of Escondido finds it fair and reasonable to remove local contribution limits and adopt the state limit.

NOW, THEREFORE, IT IS HEREBY RESOLVED and the City Council of the City of Escondido DOES HEREBY ORDAIN as follows:

SECTION 1. That the foregoing recitals are true.

SECTION 2. That EMC Chapter 2, Administration, Article 7, Controls on Campaign Contributions, Section 2-103 is hereby repealed.

SECTION 3. 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.

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



STAFF REPORT

November 15, 2023
File Number 0800-30

SUBJECT

A REQUEST TO REMOVE A CONDITION OF APPROVAL APPLIED TO A MAJOR PLOT PLAN REQUIRING FUNDING OF ONGOING MUNICIPAL SERVICES REQUIRED BY THE PROJECT

DEPARTMENT

Development Services Department, Planning Division

RECOMMENDATION

Request that the City Council uphold the Planning Commission recommendation of denial (4-2-1) to modify a Major Plot Plan in order to eliminate a condition of approval requiring funding of ongoing municipal services. The request is for a project condition of approval required for a 44-unit apartment project located at 1860, 1866, 1870 & 1896 S. Escondido Blvd. and the City Council may a) adopt Resolution No. 2023-152, denying a modification and upholding a condition of approval; or b) adopt Resolution No. 2023-153, granting the modification and waiving the condition of approval.

Staff Recommendation: Recommend City Council deny the modification request and uphold the Planning Commission's denial (Development Services Department: Veronica Morones)

Planning Commission Recommendation: Denial to modify a Major Plot Plan to eliminate a condition of approval of ongoing municipal services. (Vote: 4-2-1)

Presenter: Veronica Morones, City Planner

BACKGROUND

The Planning Division issued an administrative approval for a Major Plot Plan, inclusive of a density bonus, on April 5, 2022, for a 44-unit apartment complex located at northeastern corner of S. Escondido Blvd. and Vermont Avenue (addressed as 1860, 1866, 1870 & 1896 S. Escondido Blvd.) The Project approval includes four units that will be deed-restricted for very-low-income households as detailed in Attachment 1 (Major Plot Plan Conditional Letter of Approval). The Applicant/Owner signed an "Acknowledgement and Acceptance of Conditions of Approval," dated April 14, 2022, which included Condition of Approval No. 15 to fund operational costs of providing municipal services for Community Facilities District No. 2020-01.

The applicant requests to modify the Major Plot Plan to eliminate the condition of approval that requires the developer to fund ongoing operational costs of providing municipal services required for the approved project. The applicant contends the modification request is necessary in order to make the project



CITY of ESCONDIDO

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financially feasible as detailed in the request letter submitted by the applicant in April 2023, provided under Attachment 2 (Applicant Request Letter). All other aspects of the approved project are not subject to this request.

This request was originally noticed and scheduled for the August 22, 2023 Planning Commission meeting; however, the item was continued to the September 12, 2023 meeting. At the September 12th meeting, the Planning Commission voted 4-2-1 to recommend denial of the request to City Council.

FISCAL ANALYSIS

Based on the adopted Director Decision approving the Major Plot Plan, the subject property falls under the “Urban V” rate at \$778.01 (Fiscal Year 22-23) per unit per year through June 30, 2023. This rate reflects the overall project density of 40 units/acre. Based on the proposed 44-unit development, the 2022/2023 estimated annual amount for ongoing services is \$34,232 (44 units x \$778.01 rate), subject to an 2% annual adjustment.

As a part of the City of Escondido’s ongoing effort to address projected budget shortfalls, the city conducted a Fiscal Impact Analysis (“FIA”) for new residential development in 2019. The FIA determined the per capita cost of providing municipal services for new residential development involving Police, Fire, Public Works, Community Services, and General Services (support departments) exceeds the anticipated revenue received, including property taxes, property tax in lieu of vehicle license fees, intergovernmental, property transfer tax, fines, forfeitures, permits, licenses, and sales tax generated by new residents. Based on these findings, the current structural budget deficit is anticipated to increase with each new residential development project approved. Below is a summary of the FIA findings by development type for a typical 5-acre site at the time the analysis was conducted:

	Single Family	Small Lot Single Family	Townhomes	Apartment/Condos
Project Size (5-acre site)	25 units	75 units	125 units	200 units
Avg. Density	5 units/acre	15 units/acre	25 units/acre	40 units/acre
Revenue Generate	\$52,900	\$128,800	\$157,900	\$204,700
Cost to Provide Municipal Services	\$66,300	\$184,500	\$248,500	\$361,200
Annual Unfunded Cost	\$13,400	\$55,700	\$90,600	\$156,500



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Unfunded Cost/Unit	\$536	\$743	\$725	\$783
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City policy currently requires all residential development to offset its impact on the general fund by providing an ongoing funding source to pay for public services demanded by the project. The following is a brief history of the creation, purpose, and implementation of that policy:

- On June 12, 2019, the City Council directed staff to investigate all options to address the structural budget deficit to ensure the budget deficit does not grow as the City develops, including evaluating the feasibility of a Citywide Services Community Facilities District (“CFD”) as a streamlined means for projects to offset their ongoing impact to the general fund.
- On April 8, 2020, the City Council indicated its intent to require new residential development to offset the ongoing costs of providing public services.
- On May 13, 2020, the City Council held a duly noticed public hearing and adopted Resolution No. 2020-44 (Resolution of Formation) establishing CFD 2020-1, the Citywide Services CFD.
- On September 16, 2020, the City Council adopted Resolution No. 2020-115 annexing five projects with 66 units into CFD 2020-1 creating the second (2) zone of the Services CFD (Zone 2020-2).
- On September 23, 2020, the City Council restated its intent to require new residential development to offset the ongoing costs of providing public services, specifically noting that the requirement be applied to any project approved after May 13, 2020.
- On October 21, 2020, the City Council adopted Resolution No. 2020-147 annexing a 42-unit project located at 2608 S. Escondido Blvd. into CFD 2020-1 and creating the third (3) zone of the Services CFD (Zone 2020-03).
- On November 18, 2020, the City Council adopted Resolution No. 2020-160 annexing two (2) projects containing 21 units into CFD 2020-1 creating the fourth zone of the Services CFD (Zone 2020-04).
- On July 21, 2021, the City Council adopted Resolution No. 2021-77 approving the special tax rate for CFD 2020-1 (Public Services) for fiscal year 2021/22.
- On September 15, 2021, the City Council adopted Resolution No. 2021-130 annexing three (3) projects containing 65 units into CFD 2020-1 creating the fifth (5) zone of the Services CFD (Zone 2020-5).
- On March 2, 2022, the City Council adopted Resolution No. 2022-14 annexing two (2) projects containing 44 units into CFD 2020-1 creating the sixth (6) zone of the Services CFD (Zone 2020-6).
- On July 20, 2022, the City Council adopted Resolution No. 2022-87 approving the special tax rate for CFD 2020-1 (Public Services) for fiscal year 2022/23.

Council policy requires that all new residential developments off-set their impacts to ongoing municipal services. This requirement is identified as Condition of Approval II.15 in the Letter of Conditional Approval dated April 5, 2022(See Attachment “1”). Specifically, the condition states:



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“Community Facility District or Funding Mechanism. *The Applicant shall fund all on-going operational costs of providing municipal services required for the Project, the amount of such funding to be determined by the City Council at the time of Project approval. Such funding shall occur through either an agreement to form or annex into a Community Facilities District (“CFD”) or the establishment of another lawful funding mechanism reasonably acceptable to the City (“Public Services Funding Agreement”). The provisions of the Public Services Funding Agreement shall specify any terms and limitations necessary to implement the CFD or other funding mechanism to offset the impacts to public services associated with the project. The City Manager, or City Manager’s designee, shall be authorized to approve and execute the Public Services Funding Agreement, and the Public Services Funding Agreement shall be finalized prior to the City’s issuance of any permit for the Project.”*

The condition cited above is consistent with existing City Council policy requiring all residential development to offset its impact on the general fund by providing an ongoing funding source to pay for public services demanded by the project.

The condition provides an option for the applicant to either form or annex into the CFD or the establishment of another lawful funding mechanism reasonably acceptable to the City (“Public Services Funding Agreement”). Should the applicant choose to form or annex into a CFD, the estimated fee based on the density of the project (Fiscal 2022/2023), which is adjusted annually, is identified in the table below:

CFD (2022/2023)			
levy per unit 40+ du/ac (year)	Total # of Units	Total annual levy	Cost per unit monthly
\$778.01	44	\$34,232	\$64.83

Modification to a Major Plot Plan in order to eliminate a condition of approval requiring funding of ongoing municipal services requires review by the Planning Commission. However, because the Planning Commission does not have the authority to waive City Council policies and fees, they serve in an advisory role to the City Council on this matter. For context, the City Council considered two project appeals (fall of 2022) of the same condition of approval that requires new residential development to offset its fiscal impacts to ongoing municipal services. In both instances, the City Council granted the appeal of the standard condition of approval and waived the requirement for payment for ongoing municipal services for those two projects. However, it should be noted that both of those requests involved an appeal of the condition within the allotted 10-day appeal period whereas this request is a modification to the Major Plot Plan previously approved in April 2022.



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DENSITY BONUS ANALYSIS

Density bonus law (Government Code section 65915 et. seq.) and Article 67 of the Escondido Zoning Code (Density Bonus and Residential Incentives) are intended to encourage the development of affordable housing. This is accomplished through the allowance for an increase in residential density above what would typically be allowed for a property, and through the provision of incentives and waivers from development standards that make construction of the project infeasible.

Allowable increases in density are based on a sliding scale that involves the percentage of affordable units being provided, and the level of affordability of those units. Current zoning for the subject property would allow a total of 32 base units; however, by deed restricting 13% of those units (amounting to four units) for very-low-income households, the project is eligible for a 42.5% increase in allowable density (12 units), resulting in a total allowance of 44 units.

The percentage of affordable units and level of affordability also entitles the applicant to three incentives and concessions. The applicant requested no incentives for this project; however, the applicant did request a concession for the reduction in required open space (from 300 square feet per unit to 205 square feet per unit). Under the requested modification to the Major Plot Plan, the applicant now requests the elimination of the requirement to fund ongoing operational costs of providing municipal services required for the project as an incentive to facilitate the construction of the project.

Government Code section 65915(l) states that density bonus law "...does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the city, county, or city and county, or the waiver of fees or dedication requirements." Similarly, section 33-1414(a)(2)(E) of the City of Escondido Municipal Code states that "the city council may, but is not required to, provide direct financial incentives, including direct financial aid in the form of a loan or grant, the provision of publicly owned land, or the waiver of fees or dedication requirements." Staff has applied the condition of approval in question based on existing City Council Policy. Neither City policy nor the Government Code give staff the authority to waive or modify the condition; however, the City Council does have the authority to do so.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission considered the modification request at its September 12, 2023 meeting and denied the applicant's request to modify a Major Plot Plan by a vote of 4-2-1; Commissioners Barber and Mecaro voted no; Commissioner Barba was absent. A copy of the Planning Commission staff report is included with this report as Attachment 3.

The Commissioners discussed the difference between the two prior appeals of the specific condition of approval and this modification to a Major Plot Plan to eliminate the specific condition of approval requiring funding of ongoing municipal services. During deliberation, Commissioner Barber moved to



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grant the modification for the four-units that would be deed-restricted as affordable units, motion was seconded by Commissioner Mecaro, but failed to gain a majority (2-4-1 voting), and as a result, failed. After subsequent deliberation and questions on processing and timing, Commissioner Speer offered a motion to approve staff's recommendation to deny the modification and was seconded by Commissioner Weiler. The Planning Commissioners voted for the denial by a 4-2-1 vote, as noted above.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act ("CEQA") Guideline's list classes of projects that have been determined to not have a significant effect on the environment and as a result are exempt from review under CEQA. The Project site is located within a developed urban area of the city and previously developed with residential structures. The proposed project qualifies for a categorical exemption from CEQA pursuant to CEQA Guidelines section 15332, "Infill Development Project." A CEQA Notice of Exemption was issued for the Project and posted with the County Clerk's Office in accordance with CEQA.

CONCLUSION

The Director of Development Services, in his capacity to approve Major Plot Plan permits, applied a standard condition of approval requiring the approved project to fund all on-going operational costs of providing municipal services based on existing City Council policy. Staff acknowledges that both the Government Code and Escondido Zoning Code allow the City to modify the condition at the discretion of the City Council, and the Planning Commission recommended that the City Council deny the request. As such, and because the Planning Commission is serving in an advisory role to City Council on this modification request, staff recommends the City Council deny the modification request and uphold the Director's decision to approve the Project subject to all Conditions of Approval contained in the Conditional Letter of Approval (Attachment 1).

RESOLUTIONS

- a. Resolution No. 2023-152, Denial of Modification (Exhibits A and B)
- b. Resolution No. 2023-153, Granting Modification (Exhibits A and B)

ATTACHMENTS

- a. Plot Plan Conditional Letter of Approval (excerpted) - dated April 5, 2022
- b. Applicant Request Letter
- c. Planning Commission Staff Report (excerpted) - dated September 12, 2023

Plot Plan Conditions of Approval (excerpted)

Adam Finestone, AICP
Interim Director of Community Development
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4671 Fax: 760-839-4313

April 5, 2022

Ms. Gina Garza
Touchstone Communities
9909 Mira Mesa Boulevard Suite 150
San Diego, CA 92131

Subject: 44-unit affordable housing project (ADM19-0092)

Location: 1860 S. Escondido Blvd. (APN: 236-260-37-00)

Applicant: Touchstone Communities

Dear Ms. Garza:

This letter serves to inform you that the City of Escondido has completed its review, and does hereby conditionally approve Planning Case No. ADM 19-0092, which is a Major Plot Plan for the construction of a three-story, 44-unit apartment complex, including landscaping and off-street parking. The General Plan land use designation for the property is SPA (Specific Plan Area 15). The subject property is zoned SP (Specific Plan – South Centre City Specific Plan) and allows multi-family residential developments up to 30 units per acre. Density bonuses are allowed per Article 67 of the City of Escondido Zoning Code.

This approval is subject to the Conditions of Approval attached as Exhibit "A" hereto. Compliance with the Conditions of Approval must be demonstrated on subsequently submitted plans for the project (building plans, grading/improvement plans, landscape plans, etc.). Said plans shall be in substantial conformance with those attached as Exhibit "B" hereto and on file with the Planning Division, except as modified by the Conditions in Exhibit "A."

Please note that the Plot Plan was reviewed for consistency with current City ordinances and policies and in no way vests any rights to the developer to construct to these standards in the future, should the City ordinances and policies change. Additionally, please be aware that the Plot Plan was reviewed based on the assumption that the legal description for the subject property furnished by you, the applicant, and attached as Exhibit "C" hereto, is accurate, and that all easements, covenants, conditions, and other encumbrances and restrictions relating to the property have been completely and accurately depicted, described, disclosed, etc. Neither the City of Escondido nor any of its officers or employees assumes responsibility for the accuracy of said information.

PLAN PROCESSING REQUIREMENTS:

Three (3) revised copies of the Plot Plan reflecting the Conditions of Approval shall be submitted for review by the Planning Division. Said Plot Plan must be certified by the Planning Division prior to submittal of other plans (building, grading, landscape, etc.) for the project.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the project is subject to certain fees described in the City's Development Fee Inventory on file in both the



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ADM 19-0092
April 5, 2022
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Community Development and Engineering Services Departments. Said fees shall be paid prior to or concurrent with the issuance of building permits, in accordance with the prevailing fee schedule in effect at the time of building permit issuance. The project may also be subject to dedications, reservations, and exactions as specified in the conditions of approval. NOTICE IS FURTHER GIVEN that the 90-day period to protest the imposition of any fee, dedication, reservation, or other exaction described in this letter begins on the date of this letter and any such protest must be in a manner that complies with Section 66020.

ENVIRONMENTAL DETERMINATION

This project has been determined to be exempt from environmental review, pursuant to CEQA regulations. A Notice of Exemption has been prepared for the project, a copy of which is attached to this letter as Exhibit "D." Approval of the subject project includes approval of the CEQA exemption.

The City of Escondido hereby notifies the applicant that the San Diego County Clerk's Office requires a documentary handling fee of \$50.00 in order to file a Notice of Exemption for the project (environmental determination for the project). The applicant shall remit to the City of Escondido Planning Division a check payable to the "San Diego County Clerk" in the amount of \$50.00 within two working days of the date of this letter. Per California Environmental Quality Act (CEQA) section 15062, the filing of a Notice of Exemption and the posting with the San Diego County Clerk starts a 35-day statute of limitations period on legal challenges to the agency's determination that the project is exempt from CEQA. Failure to submit the required fee within the specified time noted above will result in the Notice of Exemption not being filed with the County Clerk, and a 180-day statute of limitations will apply.

CONCLUSION

The owner, or his/her authorized agent, shall sign the Acknowledgement and Acceptance of Conditions of Approval form included with this letter, and submit that within ten (10) days of receipt of this letter. Approval of this Plot Plan, including the Conditions of Approval applied to it, may be appealed as prescribed in Section 33-1303 of the Escondido Zoning Code. If no appeal is filed, the approval shall become final on the 11th day following the date of this letter.

This Plot Plan approval will expire one year from the date of this letter. If no building permit is obtained during this period, the approval shall be considered null and void. A one-year extension of the conditional approval may be granted, after consideration of the Director of Community Development, upon written request and submittal of the required fee prior to the expiration date.

Please be advised that if you seek judicial review of the final decision in this matter pursuant to Code of Civil Procedure section 1094.5, the time within which judicial review must be sought is governed by California Code of Civil Procedure section 1094.6.



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STAFF REPORT

ADM 19-0092
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Please feel free to contact me at (760) 839-4546, or via email at snicholas@escondido.org, if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Nicholas".

Sean Nicholas, AICP
Principal Planner

Exhibits:

- A. Conditions of Approval
- B. Project Plans
- C. Legal Description
- D. CEQA Notice of Exemption



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ADM 19-0092
April 5, 2022
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EXHIBIT "A"

PLANNING CASE NOS. ADM19-0092 CONDITIONS OF APPROVAL ADM 19-0092

This Project is conditionally approved as set forth on the application received by the City of Escondido on May 16, 2019, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans and Colored Elevations; all designated as approved on April 5, 2022, and shall not be altered without express authorization by the Community Development Department.

For the purpose of these conditions, the term "Applicant" shall also include the Project proponent, owner, permittee, and the Applicant's successors in interest, as may be applicable.

I. GENERAL

1. **Acceptance of Permit.** If the Applicant fails to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:
 - a. Acceptance of the Permit by the Applicant; and
 - b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.
2. **Permit Expiration.** This Permit shall automatically expire after one year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

The Permit shall be deemed expired if a building permit has not been obtained or work has been discontinued in the reliance of that building permit. If no building permits are required, the City may require a noticed hearing to be scheduled before the authorized agency to determine if there has been demonstrated a good faith intent to proceed, pursuant to and in accordance with the provision of this Permit.

3. **Certification.** The Director of Community Development, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and



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ADM 19-0092
April 5, 2022
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modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. Three copies of final Approved Plan set, shall be submitted to the Planning Division for certification. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.

4. Conformance to Approved Plans.

- a. The operation and use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.
- b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.
- c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Community Development to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

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

6. Certificate of Occupancy.

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



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7. Availability of Permit Conditions.

- a. Prior to building/grading permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Community Development.
- b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

8. **Right to Entry.** The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

9. **Compliance with Federal, State, and Local Laws.** Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

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

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



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Approval of this development project is conditioned upon payment of all applicable development fees and connection fees in the manner provided in Chapter 6 of the Escondido Municipal Code.

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

PLANNING DIVISION

II. GENERAL:

1. One trash enclosure and enclosed area dedicated for recyclable materials shall be provided, and shall be screened from public view. The design, size, location, appropriate access and method of roofing of the enclosure shall be detailed on the building plans and approved by the Planning Division and Engineering Services Department.
2. The architectural elevations (design, color, materials, etc.) for the project shall be as shown on the color elevations approved by City Staff Design Review on December 6, 2018, and revised December 13, 2018, which are on file in the Planning Division, except as modified by these conditions of approval. Any changes to the approved architecture shall require review further design review by City staff.
3. All mechanical equipment (ground level, wall-mounted, and/or roof mounted) and appurtenances shall be screened from public view to the satisfaction of the Planning Division. The preferred method of screening is by screen wall, landscaping, building parapet, or other architectural feature, which shall be clearly demonstrated on the building plans to the satisfaction of the Planning Division
4. All new exterior lighting shall be arranged so as not to reflect upon adjoining property or streets. Exterior lighting shall conform to Article 35 of the Zoning Code. Photometric plans and lamp/light fixture specifications shall be included with the building plans.
5. Minor utility equipment, such as utility meters which are less than thirty-six (36) inches in height and width, or junction boxes shall be screened to the maximum extent practicable through the use of the building design integration and concealment, enclosure, or surface color paint matching, and be screened by walls or fences or sight-obscuring landscaping.
6. All new utility service shall be underground.



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7. This project shall conform to the Public Art Partnership Program, Article 37 of the Escondido Zoning Code.
8. No outside storage is approved for this site (aside from residential storage boxes, or storage closets for management/employee use, as shown on the approved plans and/or conditioned herein).
9. The minimum area of usable open space as approved for the plot plan shall be provided and noted on the plans. Common areas shall measure a minimum of ten (10) feet in all directions and may include outdoor landscaping, walks, fountains, recreational facilities, etc. and interior common recreation areas. All private areas directly accessed from residential units shall measure a minimum of five feet in all directions.
10. A minimum of eighty (80) cubic feet of private storage area shall be provided for each dwelling unit. The storage shall have a minimum of dimension of two (2) feet, and shall be in addition to normally expected cabinets and closets.
11. Approval of this plot plan in no way implies approval of any sign or sign location. A separate permit is required.
12. No utilities shall be released for any purpose or Certificate of Occupancy issued until all requirements of the Planning, Engineering, and Building Divisions have been completed.
13. The plans submitted for building permits shall include notes or details containing the necessary work involved in complying with these project conditions.
14. The applicant shall work with the Housing Division to record the required covenants for the provision of at least 4 of the 44-unit project to be for very low-income households. The agreement shall be a minimum of 55 years. The agreement shall be recorded prior to issuance of any construction permits (Engineering or Building).
15. **Community Facility District or Funding Mechanism.** The Applicant shall fund all on-going operational costs of providing municipal services required for the Project, the amount of such funding to be determined by the City Council at the time of Project approval. Such funding shall occur through either an agreement to form or annex into a Community Facilities District ("CFD") or the establishment of another lawful funding mechanism reasonably acceptable to the City ("Public Services Funding Agreement"). The provisions of the Public Services Funding Agreement shall specify any terms and limitations necessary to implement the CFD or other funding mechanism to offset the impacts to public services associated with the project. The City Manager, or City Manager's designee, shall be authorized to approve and execute the Public Services Funding Agreement, and the Public Services Funding Agreement shall be finalized prior to the City's issuance of any permit for the Project.



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III. PARKING:

1. A minimum of 64 parking spaces shall be required in conjunction with the proposed project, as shown on the approved plans. At least 44 of these spaces must be covered.
2. All parking spaces shall be double-striped to a minimum dimension of eight and one-half feet wide and 18 feet deep.
3. The required number of parking spaces for disabled persons must be provided. Said spaces shall be 17-feet wide and 18-feet deep, level, and marked "Van Accessible". All spaces must comply with Chapter 2-71, Part 2 of Title 24 of the State Building Code. The grading plans shall indicate that the slope of the disabled access parking will not exceed 2%.
4. All parking stalls shall be provided with six-inch curbing or concrete wheel stops in areas where a vehicle could reduce minimum required planter, driveway or sidewalk widths.
5. The parking lot shall be striped in conformance with the revised site plan submitted on August 5, 2021.
6. Provisions for electric vehicle charging station(s) must be provided in conformance with the California Building Code.

IV. LANDSCAPING:

1. A Landscape Documentation Package shall be prepared for the project by, or under the supervision of, a licensed design professional and shall conform to Article 62 of the Escondido Zoning Code, and to the California Department of Water Resources Model Water Efficient Landscape Ordinance (MWELO). The plans shall indicate any existing trees or landscaping that are to remain as well as new landscape areas.
2. All existing and proposed landscaping shall be permanently maintained in a flourishing manner. Any landscaping that is removed shall be replaced and noted on the site plan to the satisfaction of the Planning Division.
3. All areas in this proposed development, which are not used for structures, parking, driveways, approved storage, or walkways utilities shall be landscaped.
4. The landscape plan shall be revised to reflect the required revisions to the site plan. It shall also show all locations of fire hydrants, transformers, utility boxes, driveways, utility easements and other easements of record.
5. Appropriate screening landscaping shall be required around any transformers and shall be shown on the landscape plan to the satisfaction of the Planning Division.



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6. Trees located within six-feet of pavement shall be provided with root barriers.
7. A minimum of three (3) street trees will be required along each project frontage (South Escondido Blvd and W. Vermont), and shall be shown on the landscape plan. The minimum tree size shall be 15-gallon, six feet tall planted, and have a tree trunk caliper of at least two inches. The precise location and species of trees shall be consistent with current street tree list. Existing trees may be counted as street trees if their variety, location, and size meet minimum requirements and they are identified on the landscape plan. Street trees should be located behind the ultimate right-of-way line.
8. Required front, side, and rear yard setbacks shall be landscaped with trees, shrubs, and groundcover, and/or turf (where permitted), and shown on the final landscape plans to the satisfaction of the Planning Department. Plant selection shall be low-water, drought tolerant species.
9. The revised site plan and/or landscape plan shall incorporate measures to the satisfaction of the Planning Division, which screen peripheral views of parking areas from adjacent streets and alleys. Possible screening measures may include a combination of screen walls, fencing, or landscaping in connection with berming.
10. A separate exhibit shall be included in the landscape plans that shows the common area in front of the south elevation.
11. All required landscape improvements shall be installed and all vegetation growing in an established, flourishing manner prior to occupancy. The required landscape areas shall be free of all foreign matter, weeds and plant materials not approved as part of the landscape plan.
12. The installation of the landscaping and irrigation shall be inspected by the project design professional upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
13. All landscaping shall be permanently maintained in a flourishing manner. All permanent irrigation shall be maintained in fully operational condition.

ENGINEERING SERVICES DEPARTMENT:

V. General

1. The project owner shall provide the City Engineer with a Title Report covering subject property.



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2. The location of any existing on-site utilities and drainage facilities shall be determined by the Engineer. If a conflict occurs with proposed structures, these facilities shall be relocated subject to approval of the owner of the utility/facility prior to issuance of Building Permits for the structure in conflict.
3. Improvement plans prepared by a Civil Engineer are required for all public alley, street and utility improvements and a Grading/Private Improvement plan prepared by Civil Engineer is required for all grading, drainage and private onsite improvement design. Landscaping Plans shall be prepared by a landscape Architect. All improvements shall be completed prior to issuance of an Occupancy Permit.
4. As surety for the construction of required off-site or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of Grading and Improvement plans and issuance of Building Permits.
5. If site conditions change adjacent to the proposed development prior to completion of the project, the developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
6. All new public improvements shall be constructed in a manner that does not damage existing public improvements designated to remain. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
7. The project owner shall submit to the Planning Department 3 copies of the approved Plot Plan to be certified by the Planning Department and must be included in the first submittal for plan check.

STREET IMPROVEMENTS AND TRAFFIC

1. Public streets improvements shall be designed and constructed in compliance with City of Escondido Design Standards and requirements of the City Engineer. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, drainage, lighting, etc. shall be resolved to the satisfaction of the City Engineer.
2. The developer may be responsible for an overlay of S. Escondido Blvd and Vermont Avenue due to the many utility trenches necessary to serve this project. The determination of the extent of the overlay shall be to the satisfaction of the City Engineer.
3. The alley along the project's frontage shall be widened 2 feet with full structural section paving and shall be repaired with a minimum 1 1/2" grind and 2" asphalt concrete overlay. All existing cracked or damaged concrete shall be replaced to the satisfaction of the City Engineer.



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4. The developer shall design the project entrance off 10th Avenue as a 24-foot wide Alley-type driveway apron per Escondido Standard Drawing G-5-E.
5. All damaged, lifted, or cracked concrete sidewalk, curbs and gutters, on South Escondido Blvd and W. Vermont shall be replaced, and due to utility trenching and project construction activities, a 1 1/2" min. grind and 2" min. asphalt concrete overlay may be required as directed by the City Engineer.
6. All unused driveways shall be removed and replaced with full height curb, gutter, and sidewalk in accordance with City standards.
7. The project owner will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the City Engineer. This plan shall be approved prior the issuance of an Encroachment Permit for construction within the public right-of-way.
8. Adequate horizontal sight distance shall be provided at all street intersections and driveway entrances. Increased parkway widths, open space easements, and restrictions on landscaping may be required at the discretion of the City Engineer.

An engineered improvement plan is required for all public improvements. The developer shall post security for these improvements and an improvement plan shall be approved by the City of Escondido prior to issuance of any building permits. All required improvements shall be constructed prior to final acceptance of subject construction by the City.

GRADING

1. A site grading and erosion control plan shall be prepared by a Registered Civil Engineer approved by the Engineering Department prior to issuance of building permits. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations. The project shall conform to the City of Escondido's Storm Water Management Requirements. Both Construction BMPs and Permanent Treatment BMPs shall be provided for the project.
2. A site landscaping and irrigation plan shall be submitted with the 2nd submittal of the Grading Plan to the Engineering Department.
3. Erosion control, including riprap, interim sloping planting, gravel bags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the development of the project.
4. All on-site private improvements shall be designed in accordance with the City's Design Standards and shall be subject to review and approval by the Fire, Engineering, and Planning Departments.



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5. All private driveways and parking areas shall be paved with a minimum of 3" AC over 6" of AB or 7" PCC over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.
6. The developer shall be responsible to repair or replace any driveway approach, curb and gutter, sidewalk, or other damages as a result of construction activities associated with this project.
7. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
8. A Construction General Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one (1) or more acres. A WDID number shall be obtained and included on the grading plans and permit.
9. Lot drainage shall meet the requirements of current Escondido Design Standards and the City Engineer and shall include the construction of necessary brow ditches.
10. After the approval of the site grading and erosion control plan, and prior to the start of construction of the grading and onsite improvements, the developer will be required to obtain a Grading Permit and Encroachment Permit from the Engineering Field Office.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the Engineer of work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. The project shall limit drainage flows to their pre-construction rates. Details and calculations shall be submitted and approved as part of the grading plan check.
3. The project owner shall be responsible for design and construction of all permeable surfaces proposed for the project to the specifications of the version of the [County of San Diego Green Streets manual](#) approved by the county at the time the grading permits are issued. All permeable surfaces within the project footprint that are subject to vehicular traffic shall be designed for H20 loading.
4. Site Design and Source Control Best Management Practices (BMPs) shall be implemented to the maximum extent practicable. Downspouts of the building shall be directed to landscaping to allow the infiltration of runoff into the ground. Where feasible, runoff from the hardscape areas shall be directed to landscaped areas to allow infiltration into the ground.



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5. All on-site trash enclosure areas shall drain toward a landscaped area and include a roof over the enclosure in accordance with the City's Storm Water Management requirements and to the satisfaction of the City Engineer.
6. The project owner shall perpetually maintain all permeable surfaces in accordance to the standards established by the County of San Diego Green Streets manual in effect at the time the grading permits are issued. City shall have the right to inspect all permeable surfaces as needed to ensure they function as designed. City shall have the right to require qualified third party testing at the property owner's expense when surface failure is suspected. Contractor qualifications are outlined in the County of SD Green Streets manual. The project owner will be required to repair or reinstall the permeable surface for all failing surfaces to County of SD Green Streets manual standards in place at the time of the grading permit. In the event of failure to maintain the permeable pavers system that result in not functioning as designed, the project owner will be responsible to replace the pervious pavers system with an alternate method of storm water treatment system or will be required to transition the project to a priority storm water development project by complying with the applicable requirements, including development of a Storm Water Quality Management Plan and the installation of structural best management practices.

*All site grading and erosion control plans shall be prepared by a Registered Civil Engineer. A separate submittal to the Engineering Department is required for the site grading and erosion control plans. Plans will **not** be forwarded from the Building Department.*

UTILITIES

1. An engineered improvement plan prepared by a Registered Civil Engineer is required for all public water improvements and sewer connections. The developer shall post security for these improvements and an improvement plan shall be approved by the City of Escondido prior to issuance of any building permits. All required fire service and /or fire hydrant improvements shall be constructed prior to issuance of final occupancy by the City.
2. Any new development whose wastewater discharge may contain pollutants not normally found or in concentrations in excess of those normally found in domestic wastewater shall require a wastewater discharge permit according to the Escondido Municipal Code, Chapter 22, Article 8. New users shall apply at least ninety (90) days prior to connecting to or contributing to the City's wastewater system and a permit must be obtained prior to commencement of any discharge to the system.

WATER SUPPLY

1. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal.
2. No trees or deep rooted plants shall be planted within 10 feet of any water service.



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3. The project owner is required to design and construct water improvements for the project in accordance with City Design Standards and Standard Drawings and to the requirements of Utilities Engineer.
4. The project may be required to construct a water main from Escondido Blvd., through the site and connect it to the existing water main in the alley in order to serve the required fire hydrant. New water meters shall be connected and meters located on either Escondido Blvd or Vermont.
5. All onsite public and private water facilities such as valves, meters, detector checks and fire hydrants shall be designed to be located as determined by the Fire Marshal and Utilities Engineer

SEWER

1. Separate sewer laterals may be required to be installed from the public main to each building and shall be 6" PVC minimum with a standard clean-out at the property line. All sewer laterals shall be installed at right angle to the main in conformance with the Design Standards.
2. All unused and abandoned laterals and services shall be removed or capped and so noted on the improvement plans to the satisfaction of the Director of Utilities.
3. No trees or deep rooted plants shall be planted within 10' of sewer mains and sewer laterals. All sewer laterals are private and shall be maintained by the owner.
4. Any new development whose wastewater discharge may contain pollutants not normally found or in concentrations in excess of those normally found in domestic wastewater shall require a wastewater discharge permit according to the Escondido Municipal Code, Chapter 22, Article 8. New users shall apply at least ninety (90) days prior to connecting to or contributing to the City's wastewater system and a permit must be obtained prior to commencement of any discharge to the system.

EASEMENTS AND DEDICATIONS

1. The project owner shall dedicate 2 feet of right-of-way along the alley on the north side of the parcel.
2. Necessary public utility easements (for sewer, water and storm drain) shall be granted to the City. The minimum easement width is 20 feet. Easements with additional utilities shall be increased accordingly to the requirements of Director of Utilities.
3. All existing easements, both private and public, affecting subject property shall be shown and delineated on the plot plan and grading plans.
4. The project owner is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the Grading and Building Permits. If an easement of record contains an existing



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utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to issuance of the Grading or Building Permits, as determined by the City Engineer.

Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying (document size) and traverse closure tapes. The City will prepare all final documents

REPAYMENTS, FEES AND CASH SECURITIES

1. The developer will be required to pay all development fees of the City in effect at the time, and in such amounts as may prevail when Building Permits are issued.
2. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public/private property and improvements, install new BMP's, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for clean-up or damage will be drawn from this security. The remaining portion of this clean-up security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, retaining wall, landscaping, and best management practices item of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the City Engineer.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the project boundary or along the project's alley or street frontages shall be relocated underground as required by the City's adopted Utility Undergrounding Ordinance.
2. All new dry utilities to serve the project shall be constructed underground.
3. The project owner shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground

BUILDING DIVISION:

VI: GENERAL

1. **Code Requirements.** All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code, California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of Community Development, Building Official, City Engineer, and the Fire Chief in carrying out the administration of said codes. Approval of this Permit request shall not waive



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compliance with any City regulations in effect at the time of Building Permit issuance unless specifically waived herein.

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



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Applicant Request Letter

Law Offices of Andrea Contreras
LAND USE | REAL ESTATE | ENVIRONMENTAL

April 11, 2023

By email only: (gmattson@escondido.org)

Greg Mattson, Planner
City of Escondido
201 North Broadway
Escondido, CA 92025-2798

Re: Request to Amend Major Plot Plan (Planning Case No. ADM 19-0092)

Dear Mr. Mattson:

I represent Alfa Made, LLC ("Alfa Made"), the new owner and developer of a 44-unit apartment complex, including landscaping and off-street parking located at 1860, 1866, 1870, and 1896 S. Escondido Boulevard, which was entitled by a Major Plot Plan (Planning Case No. ADM 19-0092) on April 5, 2022. The purpose of this letter is to request a modification pursuant to Escondido Municipal Code ("EMC") section 33-1315(c) to add fencing to the project and to delete the Plot Plan General Condition of Approval Number 15 ("COA 15"), which reads as follows:

Community Facility District or Funding Mechanism. The Applicant shall fund all on-going operational costs of providing municipal services required for the Project, the amount of such funding to be determined by the City Council at the time of Project approval. Such funding shall occur through either an agreement to form or annex into a Community Facilities District ("CFD") or the establishment of another lawful funding mechanism reasonably acceptable to the City ("Public Services Funding Agreement"). The provisions of the Public Services Funding Agreement shall specify any terms and limitations necessary to implement the CFD or other funding mechanism to offset the impacts to public services associated with the project. The City Manager, or City Manager's designee, shall be authorized to approve and execute the Public Services Funding Agreement, and the Public Services Funding Agreement shall be finalized prior to the City's issuance of any permit for the Project.

Presumably, this Condition of Approval refers to annexation into Community Facilities District ("CFD") No. 2020-1, as that is the only citywide CFD in currently in existence. For the reasons discussed in more detail below, Alfa Made's Plot Plan should be amended to delete General COA 15.

The Project Is Entitled to an Additional Incentive or Concession Under the Escondido Density Bonus Law

The Project will create forty (40) workforce units and four (4) affordable (very low income) housing units on a site with prior single-family residential use. The Project was entitled to two incentives under Escondido's Density Bonus law, even though it only took advantage of one. The breakdown of the application of density bonus and incentives is as follows:



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DENSITY BONUS – Escondido Municipal Code¹ CALCULATION

Allowable Units at Max Density	32
Affordable Units Provided (Very Low Income) (13% of Allowed Units)	4
Density Bonus Units (42.5% per EMC 33-1413(b)(1)(B)=14 units, but Alfa Made only taking 12)	12
Base Units	32
Density Bonus Units	12
Total Units	44
Market Rate Units	40
Affordable Units	4
Total Units	44
% Affordable per EMC 33-1414(b) ²	13%
Incentives Allowed Per EMC 33-1414(a)(1)(A) Table E	2

The Project only used one density bonus concession: reduced open space. As such, it was entitled to a second incentive or concession. Alfa Made requests a financial incentive—elimination of COA 15—as its second incentive.

The California density bonus law directs cities to grant incentives, concessions and waivers to developers providing affordable housing projects. (Ca. Gov. Code § 65915.). The City of Escondido has complied with the state requirement in its municipal code. Escondido Municipal Code (“EMC”) section 33-1414(D) allows the City to grant regulatory incentives or concessions proposed by the developer that result in identifiable, financially sufficient, and actual cost reductions that contribute to the economic feasibility of a project. EMC section 33-1414(E) allows the City to provide direct financial incentives in the form of a waiver of fees or dedication requirements.

Community Facilities District No. 2020-1 is Legally Unsound

On February 26, 2021, the Building Industry Association of San Diego County filed a Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief against the City of Escondido and the City Council of Escondido (“Petition”) challenging the legality of Council Resolution No. 2020-44

¹ All calculations for density bonus that result in a fraction are rounded up. EMC 33-1412(b).

² The density bonus incentive calculation is based on the original number of allowable units (32 in this case) and does not include the density bonus units. EMC 33-1413(a).



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("Resolution"), which establishes the requirement of future annexation into the CFD.³ The Petition alleges the CFD was improperly formed, the Resolution and the CFD violate California state law and the California Constitution, and that the City Council acted without proper authority, among many other allegations. The lawsuit is underway, and no trial date has been set.

Alfa Made submits the City should not be implementing the CFD and Resolution until the lawsuit is decided. It is arbitrary and capricious to subject Alfa Made to a requirement that is legally questionable, if not unconstitutional.

The CFD is Inequitable

CFD No. 2020-1 was enacted to finance public services for a new single-family, large-scale master planned community subdivision at the edge of the City limits. There had never been any other development there, and extending necessary public services came with a cost. That cost was covered by CFD No. 2020-1. The City went on to require all new residential projects be included in the CFD. Alfa Made's Project is a multi-family, workforce, infill project that is replacing existing development. At least some of the costs contemplated by CFD No. 2020-1 are already provided for in the current budget. The blanket application of CFD No. 2020-1 ignores the locational efficiencies of infill development.

On November 16, 2022, the Escondido City Council directed staff to review the CFD, suggesting that the applicability of the CFD is very much in flux. The CFD should not be applied until the City Council has sorted its applicability.

Alfa Made Will Pay Significant Fees For the Project Without COA 15

The Project will pay approximately \$1,372,492.00 in development impact fees. Furthermore, the property taxes will increase from approximately \$7,000.00 per year to more than \$176,000.00 per year. Conversely, the CFD requirement would decrease the value of the Project by \$821,000.00 annually, causing the Project severe economic hardship.

The City has waived the annexation into the CFD in the past. The Council made a decision not to apply the CFD of some much larger market-rate housing development on the former Palomar Hospital site which was in the pipeline at the time of CFD approval. While exempting pipeline projects is common, the practical result is more workhouse and affordable housing projects inequitably bear extraordinary financial burdens beyond the already significant impact fees and taxes that will be paid for the project.

For the foregoing reasons, Alfa Made respectfully requests the City waive COA 15 for this affordable housing project.

³ *Building Industry of San Diego County v. City of Escondido, et al.*, Superior Court for the County of San Diego, Case No. 37-2021-00008423.



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Fencing

In addition to the above, Alfa Made is submitting the attached documentation in support of modifying the plot plan to allow for fencing around the Project.

Thank you for your attention to this request for modification.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrea Contreras".

Andrea Contreras

Cc: Andrew Firestine (afirestine@escondido.org)



CITY of ESCONDIDO

STAFF REPORT

Planning Commission Staff Report (excerpted)

September 12, 2023

PL23-0176 and ADM19-0092 – Vermont Avenue Apartments

PROJECT NUMBER / NAME: PL23-0176 and ADM19-0092/Vermont Avenue Apartments	
REQUEST: An applicant request to modify a Major Plot Plan in order to eliminate Condition of Approval No. 15 requirement to fund ongoing operational costs of providing municipal services to the project.	
PROPERTY SIZE AND LOCATION: The 1.05-acre site is located at the northeast corner of S. Escondido Blvd. and Vermont Avenue and is addressed at 1860, 1866, 1870 & 1896 S. Escondido Blvd. (Assessor's Parcel Number(s): 236-260-34, -35, -36 and 236-260-37-00)	APPLICANT: Vermont Escondido Apartments, LLC.
GENERAL PLAN / ZONING: Specific Plan Area No. 15 / Specific Plan (S-P; South Centre City Specific Plan)	PRIMARY REPRESENTATIVE: William Yang, Vermont Escondido Apartments, LLC
DISCRETIONARY ACTIONS REQUESTED: Modification to a Major Plot Plan Condition of Approval No. 15 related to funding ongoing operational costs of providing municipal services to the project.	
PREVIOUS ACTIONS: The Major Plot Plan was administratively approved by the Director of Development Services on April 5, 2022.	
CEQA RECOMMENDATION: The previously approved project was determined to be Categorically Exempt – CEQA Guidelines Section 15332 (In-Fill Development Projects)	
STAFF RECOMMENDATION: Recommend City Council to deny the modification request and uphold the Director's Decision	
REQUESTED ACTION: Approve Planning Commission Resolution No. 2023-15	
CITY COUNCIL HEARING REQUIRED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
REPORT APPROVALS: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>_____</div> <div>Andrew Firestone, Director of Development Services</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>_____</div> <div>Adam Finestone, City Planner</div> </div>	



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STAFF REPORT

BACKGROUND

An administrative approval for a Major Plot Plan, inclusive of a density bonus, was issued on April 5, 2022, for a 44-unit apartment complex located at northeastern corner of S. Escondido Blvd. and Vermont Avenue and is addressed as 1860, 1866, 1870 & 1896 S. Escondido Blvd. The Project approvals include four (4) units that will be deed-restricted for very-low-income households. Refer to Attachment 1 (Plot Plan Approval)

Density bonus law (Government Code section 65915 et. seq.) and Article 67 of the Escondido Zoning Code (Density Bonus and Residential Incentives) are intended to encourage the development of affordable housing. This is accomplished through the allowance for an increase in residential density above what would typically be allowed for a property, and through the provision of incentives and waivers from development standards that make construction of the Project infeasible.

Allowable increases in density are based on a sliding scale that involves both the percentage of affordable units being provided, and the level of affordability of those units. Zoning for the subject property would have allowed a total of 32 units; however, by deed restricting 13% of those units (amounting to four units) for very-low-income households, the Project was eligible for a 42.5% increase in allowable density, resulting a total allowance of 44 units, however, the applicant requested taking 12 additional units for a total of 44 units.

On April 5, 2022 the Major Plot Plan was approved, including the additional 12 units, and subject to certain Conditions of Approval. The City's Conditional Approval is included as Attachment 1 to this report.

SUMMARY OF REQUEST

The applicant is requesting to modify the Major Plot Plan to eliminate the condition of approval that requires the developer to fund ongoing operational costs of providing municipal services required for the Project. The modification request is based on the premise that it is necessary in order to make the project financially feasible, and on the additional reasons stated in the request letter submitted by the applicant. Refer to Attachment 2 (Applicant Letter). All other aspects of the Project have been previously approved and are not subject to this request.

This request was originally noticed and docketed to be heard on August 22, 2023 by the Planning Commission, however the applicant team was unable to make this date and requested a continuance to September 12, 2023.

SUPPLEMENTAL DETAILS OF REQUEST

In its April 11, 2023, request letter, the applicant points out that the percentage of affordable units and level of affordability would have entitled the applicant to two density bonus incentives or concessions (these terms are used interchangeably) at the time of project approval. Nonetheless, the applicant elected to request only one density bonus concession for reduction in the amount of required open space (from 300 square feet per unit to 205 square feet per unit).

The applicant is now requesting an additional financial incentive in the elimination of the requirement to fund ongoing operational costs of providing municipal services required for the Project, as stated in Attachment 2 to this staff report. Condition of Approval No. 15 in the Letter of Conditional Approval dated April 5, 2022, and included as Attachment 1 to this staff report states:



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"Community Facility District or Funding Mechanism. The Applicant shall fund all on-going operational costs of providing municipal services required for the Project, the amount of such funding to be determined by the City Council at the time of Project approval. Such funding shall occur through either an agreement to form or annex into a Community Facilities District ("CFD") or the establishment of another lawful funding mechanism reasonably acceptable to the City ("Public Services Funding Agreement"). The provisions of the Public Services Funding Agreement shall specify any terms and limitations necessary to implement the CFD or other funding mechanism to offset the impacts to public services associated with the project. The City Manager, or City Manager's designee, shall be authorized to approve and execute the Public Services Funding Agreement, and the Public Services Funding Agreement shall be finalized prior to the City's issuance of any permit for the Project."

Both state law and the City's Municipal Code allow but do not require the City Council to grant the applicant's request. Government Code section 95915(l) states that density bonus law "...does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the city, county, or city and county, or the waiver of fees or dedication requirements."

Similarly, section 33-1414(a)(2)(E) of the City of Escondido Municipal Code states that "the city council may, but is not required to, provide direct financial incentives, including direct financial aid in the form of a loan or grant, the provision of publicly owned land, or the waiver of fees or dedication requirements." Staff has consistently interpreted this to mean that the City is not required under density bonus law to waive fees or provide other direct financial incentives for a housing development and that staff does not have the authority to do so under the City of Escondido Municipal Code or the current City Council adopted policy concerning the funding of municipal services by new development.

HISTORY OF COST OF MUNICIPAL SERVICES

The condition cited above is consistent with existing City Council policy requiring all residential development to offset its impact on the general fund by providing an ongoing funding source to pay for public services demanded by the project. The following is a brief history of the creation, purpose, and implementation of that policy:

- On June 12, 2019, the City Council directed staff to investigate all options to address the structural budget deficit to ensure the budget deficit does not grow as the City develops, including evaluating the feasibility of a Citywide Services CFD as a streamlined means for projects to offset their ongoing impact to the general fund.
- On April 8, 2020, the City Council indicated its intent to require new residential development to offset the ongoing costs of providing public services.
- On May 13, 2020, the City Council held a duly noticed public hearing and adopted Resolution No. 2020-44 (Resolution of Formation) establishing CFD 2020-1, the Citywide Services CFD.
- On September 16, 2020, the City Council adopted Resolution No. 2020-115 annexing five projects with 66 units into CFD 2020-1 creating the second (2) zone of the Services CFD (Zone 2020-2).
- On September 23, 2020, the City Council restated its intent to require new residential development to offset the ongoing costs of providing public services, specifically noting that the requirement be applied to any project approved after May 13, 2020.



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- On October 21, 2020, the City Council adopted Resolution No. 2020-147 annexing a 42-unit project located at 2608 S. Escondido Blvd. into CFD 2020-1 and creating the third (3) zone of the Services CFD (Zone 2020-03).
- On November 18, 2020, the City Council adopted Resolution No. 2020-160 annexing two (2) projects containing 21 units into CFD 2020-1 creating the fourth zone of the Services CFD (Zone 2020-04).
- On July 21, 2021, the City Council adopted Resolution No. 2021-77 approving the special tax rate for CFD 2020-1 (Public Services).

FISCAL ANALYSIS

The Applicant/Owner has signed a "Acknowledgement and Acceptance of Conditions of Approval", dated April 14, 2020, which includes Condition of Approval No. 15 to fund operational costs of providing municipal services for Community Facilities District (CFD) No. 2020-01. Therefore, a Condition No. 15 was added to the Conditions of Approval, Director Decision on ADM19-0092, to reflect the Applicant's submission of the acknowledgement statement and interest to annex the Project into the CFD. Based on the adopted Director Decision, the subject property falls under the "Urban V" rate at \$778.01 (Fiscal Year 22-23) per unit per year through June 30, 2023. This rate reflects the overall project density of 40 units/acre. Based on the proposed 44-unit development, the current estimated annual amount for ongoing services is \$32,232, subject to annual adjustments. Refer to Attachment 3 (Executed Acknowledgement Statement)

ENVIRONMENTAL ANALYSIS

The previously approved Project was determined to be Categorical Exemption – CEQA Guidelines Section 15332 (In-Fill Development Projects)

CONCLUSION AND RECOMMENDATION

The Director of Development Services applied Condition No. 15 to the Project approval, requiring the Project to fund all on-going operational costs of providing municipal services. Because the condition is consistent with current City Council policy, and because neither the Government Code nor the City of Escondido Municipal Code require the City to provide direct financial assistance to a density bonus project, staff does not support the waiver of said condition. As such, and because the Planning Commission is serving in an advisory role to City Council on this waiver request, staff recommends that the Planning Commission adopt Resolution No. 2023-15, recommending City Council to deny the waiver request and uphold the Director's decision to approve the Project subject to all Conditions of Approvals contained in the Conditional Letter of Approval attached to this staff report.

ATTACHMENTS

1. Plot Plan Conditional Letter of Approval dated April 5, 2022
2. Waiver request of Condition of Approval Letter dated April 11, 2023
3. Acknowledgement and Acceptance of Conditions of Approval, dated April 14, 2020
4. Planning Commission Resolution No. 2023 - 15, including Exhibits A, B, & C

RESOLUTION NO. 2023-152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, DENYING THE REQUEST TO
MODIFY A MAJOR PLOT PLAN APPROVAL TO ELIMINATE
THE REQUIREMENT TO OFFSET COSTS ASSOCIATED WITH
FUNDING OF ONGOING MUNICIPAL SERVICES

WHEREAS, Vermont Escondido Apartments LLC (“Applicant”), filed a land use development application on May 16, 2019 and April 11, 2023, Planning Case No.’s ADM19-0092 and PL23-0176, respectively, (“Application”), constituting a request for a Major Plot Plan for a 44-unit apartment complex, inclusive of a density bonus request which included four deed-restricted very-low-income units (“Project”), on a 1.05-acre site located at 1860, 1866, 1870 & 1896 S. Escondido Blvd. (Assessor’s Parcel Numbers 236-260-34-00, 236-260-35-00, 236-260-36-00, and 236-260-37-00), in the South Centre City Specific Plan; and

WHEREAS, the subject property is all that real property described in Exhibit “A” which is attached hereto and made a part hereof by this reference as though full set forth herein (“Property”); and

WHEREAS, the Project was approved by the Director of Development Services, on April 5, 2022, in accordance with the rules and regulations of the Escondido Zoning Code and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code section 21000 et seq.) (“CEQA”); and

WHEREAS, pursuant to CEQA and 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 Project, and it was determined that the Project as a whole is categorically exempt from further review pursuant to CEQA Guidelines section 15332 (Class 32) – Infill Development Projects; and

WHEREAS, the Planning Division studied the Application, performed necessary investigations, and the Director of Development Services approved the Major Plot Plan for the Project as depicted in the administrative approval and subject to all conditions of approval included in the administrative approval; and

WHEREAS, Applicant filed a request to modify the Project on April 11, 2023, in order to eliminate a condition of approval requiring the funding of ongoing operational costs of providing municipal services to the project; and

WHEREAS, no other aspect of the Major Plot Plan approval has been appealed or modified, and all other components of the Project have been approved and are not subject to an appeal or modification; and

WHEREAS, on September 12, 2023, the Planning Commission held a duly noticed public hearing as prescribed by law, at which time the Planning Commission received and considered the report and recommendation of the Planning Division and gave all persons a full opportunity to be heard and to present evidence and testimony, regarding the modification. Evidence was submitted to and considered by the Planning Commission, including, without limitation:

- a. Written information and other material submitted by the Applicant;
- b. Oral testimony from City staff, interested parties and the public;
- c. The staff report, dated September 12, 2023, with its attachments as well as City staff recommendation on the modification;
- d. Additional information submitted during the public hearing; and

WHEREAS, following the public hearing, the Planning Commission adopted Resolution No. 2023-15, recommending that the City Council deny the requested Major Plot Plan modification; and

WHEREAS, On November 15, 2023, the City Council held a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including without limitation:

- a) written testimony from City staff, interested parties, and the public;
- b) oral testimony from City staff, interested parties and the public;
- c) the City Council staff report, dated November 15, 2023, with its attachments as well as City staff recommendation on the request, which is incorporated herein by this reference as though fully set forth herein;
- d) the Planning Commission's recommendation; and
- d) additional information submitted during the public hearing.

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

1. That the above recitations are true.
2. That the Findings of Fact attached hereto as Exhibit "B" are hereby made by this City Council, and represent the City Council's careful consideration of the record. The findings of this City Council contained in Exhibit "B" shall be the final and determinative Findings of Fact related to this modification.
3. That upon consideration of the Findings, the staff report dated November 15, 2023 (a copy of which is on file in the Office of the City Clerk), public testimony presented at the meeting, and all other oral and written evidence regarding the Major Plot Plan, the City Council hereby denies the request to modify the Project approval to eliminate Condition of Approval, Planning Division II. General: #15.

Exhibit "A" Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: [236-260-34](#))

THAT PORTION OF LOT 1 IN BLOCK 253 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [MAP THEREOF NO. 725](#), FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE SOUTH 59°16' WEST ALONG THE SOUTHEASTERLY LINE THEREOF 425.20 FEET TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN DEED TO CHARLES STEED ET UX, RECORDED [DECEMBER 1, 1947 IN BOOK 2563, PAGE 7 OF OFFICIAL RECORDS](#), SAID CORNER BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAND NORTH 30°45' WEST 62 FEET TO THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO LAWRENCE A. CROW, ET UX, RECORDED FEBRUARY 25, 1952 IN BOOK 4380, PAGE 195 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LAND SOUTH 59°16' WEST 202.46 FEET MORE OR LESS TO A POINT IN THE NORTHEASTERLY LINE OF LAND CONVEYED TO STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED [JULY 27, 1936 IN BOOK 540, PAGE 187 OF OFFICIAL RECORDS](#); THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE BEING ALONG THE ARC OF A 1550 FOOT RADIAL CURVE CONCAVE SOUTHWESTERLY 62 FEET MORE OR LESS TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1; THENCE NORTH 59°16' EAST ALONG SAID SOUTHEASTERLY LINE 190.60 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

PARCEL 2: (APN: [236-260-35](#))

THAT PORTION OF LOT 1 IN BLOCK 253 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [MAP THEREOF NO. 725](#), MADE BY J.N. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 59°16' WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 425.20 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO CHARLES STEED AND ELIZABETH STEED, HUSBAND AND WIFE, RECORDED [DECEMBER 1, 1947 IN BOOK 2563, PAGE 7 OF OFFICIAL RECORDS](#); THENCE NORTH 30°45' WEST ALONG THE SOUTHWESTERLY LINE OF STEED LAND 62 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 30°45' WEST ALONG SAID SOUTHWESTERLY LINE 60 FEET; THENCE SOUTH 59°16' WEST 202.55 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT A DISTANCE OF 60 FEET TO INTERSECTION WITH LINE BEARING SOUTH 59°16' WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 59°16' EAST 202.46 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL 3: (APN: [236-260-36](#))

THAT PORTION OF LOT 1, BLOCK 253 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [MAP THEREOF NO. 725](#), BY J.M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 59°16' WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 425.20 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO CHARLES STEED AND ELIZABETH STEED, HUSBAND AND WIFE, RECORDED

EXHIBIT A
(Continued)

DESCRIBED IN DEED TO CHARLES STEED AND ELIZABETH STEED, HUSBAND AND WIFE, RECORDED DECEMBER 1, 1947 IN [BOOK 2563, PAGE 7](#) OF OFFICIAL RECORDS; THENCE NORTH 30°45' WEST ALONG SAID SOUTHWESTERLY LINE OF STEED LAND 122.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 30°45' WEST ALONG SAID SOUTHWESTERLY LINE 60.0 FEET; THENCE SOUTH 59°16' WEST 202.55 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 60 FEET TO THE INTERSECTION WITH A LINE BEARING SOUTH 59°16' WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 59°16' EAST 202.45 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL 4: ([APN: 236-260-37](#))

THAT PORTION OF LOT 1, BLOCK 253 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [MAP THEREOF NO. 725](#) BY J.M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 59°16' WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 425.20 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO CHARLES STEED AND ELIZABETH STEED, HUSBAND AND WIFE AND RECORDED DECEMBER 1, 1947, IN [BOOK 2563, PAGE 7](#) OF OFFICIAL RECORDS; THENCE NORTH 30°45' WEST ALONG SAID SOUTHWESTERLY LINE OF STEED LAND 182 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 30°45' WEST ALONG SAID SOUTHWESTERLY LINE 75.00 FEET; THENCE SOUTH 59°16' WEST 202.55 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT A DISTANCE OF 75.0 FEET TO AN INTERSECTION WITH A LINE BEARING SOUTH 59°16' WEST FROM A TRUE POINT OF BEGINNING; THENCE NORTH 59°16' EAST 202.46 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ALLEY PURPOSES OVER THE SOUTHWESTERLY 10 FEET OF LAND DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1 IN BLOCK 253 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [MAP THEREOF NO. 725](#), FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT; THENCE ALONG THE SOUTHEASTERLY LINE THEREOF, SOUTH 59° 16' WEST, 312.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, NORTH 30° 45' WEST 367 FEET; THENCE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, SOUTH 59° 16' WEST 112.70 FEET; THENCE PARALLEL WITH SAID NORTHEASTERLY LINE OF LOT 1, SOUTH 30° 45' EAST, 400 FEET TO THE CENTER LINE OF THE STREET ADJOINING SAID LOT ON THE SOUTHEAST AS SHOWN ON SAID [MAP NO. 725](#); THENCE ALONG SAID CENTER LINE, NORTH 59° 16' EAST 112.70 FEET TO AN INTERSECTION WITH A LINE BEARING SOUTH 30° 45' EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 30° 45' WEST, 33 FEET TO THE TRUE POINT OF BEGINNING.

[APN: 236-260-34, 35, 36 & 37](#)

EXHIBIT "B"

FINDINGS OF FACT

The City Council has reviewed the record, and makes the following findings for:

- 1) Denial of the Major Plot Plan modification to eliminate a condition of approval requiring funding of ongoing operational costs of providing municipal services required by the Project.
- 2) Modification
 - a. On September 23, 2020, following multiple public hearings, the City Council adopted a policy requiring all new residential development approved after May 13, 2020, to pay for their ongoing costs of providing municipal services.
 - b. Granting of the requested modification is contrary to the City Council adopted policy requiring future residential projects to fund all on-going operational costs of providing municipal services.

RESOLUTION NO. 2023-153

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, GRANTING A REQUEST TO
MODIFY A MAJOR PLOT PLAN APPROVAL TO ELIMINATE
THE REQUIREMENT TO OFFSET COSTS ASSOCIATED WITH
FUNDING OF ONGOING MUNICIPAL SERVICES

WHEREAS, Vermont Escondido Apartments LLC (“Applicant”), filed a land use development application on May 16, 2019 and April 11, 2023, Planning Case No.’s ADM19-0092 and PL23-0176, respectively, (“Application”), constituting a request for a Major Plot Plan for a 44-unit apartment complex, inclusive of a density bonus request which included four deed-restricted very-low-income units (“Project”), on a 1.05-acre site located at 1860, 1866, 1870 & 1896 S. Escondido Blvd. (Assessor’s Parcel Numbers 236-260-34-00, 236-260-35-00, 236-260-36-00, and 236-260-37-00), in the South Centre City Specific Plan; and

WHEREAS, the subject property is all that real property described in Exhibit “A” which is attached hereto and made a part hereof by this reference as though full set forth herein (“Property”); and

WHEREAS, the Project was approved by the Director of Development Services, on April 5, 2022, in accordance with the rules and regulations of the Escondido Zoning Code and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code section 21000 et seq.) (“CEQA”); and

WHEREAS, pursuant to CEQA and 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 Project, and it was determined that the Project as a whole is categorically exempt from further review pursuant to CEQA Guidelines section 15332 (Class 32) – Infill Development Projects; and

WHEREAS, the Planning Division studied the Application, performed necessary investigations, and the Director of Development Services approved the Major Plot Plan for the Project as depicted in the administrative approval and subject to all conditions of approval included in the administrative approval; and

WHEREAS, Applicant filed a request to modify the Project on April 11, 2023, in order to eliminate a condition of approval requiring the funding of ongoing operational costs of providing municipal services to the project; and

WHEREAS, no other aspect of the Major Plot Plan approval has been appealed or modified, and all other components of the Project have been approved and are not subject to an appeal or modification; and

WHEREAS, on September 12, 2023, the Planning Commission held a duly noticed public hearing as prescribed by law, at which time the Planning Commission received and considered the report and recommendation of the Planning Division and gave all persons a full opportunity to be heard and to present evidence and testimony, regarding the modification. Evidence was submitted to and considered by the Planning Commission, including, without limitation:

- a. Written information and other material submitted by the Applicant;
- b. Oral testimony from City staff, interested parties and the public;
- c. The staff report, dated September 12, 2023, with its attachments as well as City staff recommendation on the modification;
- d. Additional information submitted during the public hearing; and

WHEREAS, following the public hearing, the Planning Commission adopted Resolution No. 2023-15, recommending that the City Council deny the requested Major Plot Plan modification; and

WHEREAS, on November 15, 2023, the City Council held a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including without limitation:

- a) written testimony from City staff, interested parties, and the public;
- b) oral testimony from City staff, interested parties and the public;
- c) the City Council staff report, dated November 15, 2023, with its attachments as well as City staff recommendation on the request, which is incorporated herein by this reference as though fully set forth herein;
- d) the Planning Commission's recommendation; and
- d) additional information submitted during the public hearing.

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

1. That the foregoing recitations are true.
2. That the Findings of Fact attached hereto as Exhibit "B" are hereby made by this City Council, and represent the City Council's careful consideration of the record. The findings of this City Council contained in Exhibit "B" shall be the final and determinative Findings of Fact related to this modification.
3. That upon consideration of the Findings, the staff report dated November 15, 2023 (a copy of which is on file in the Office of the City Clerk), public testimony presented at the meeting, and all other oral and written evidence regarding the Major Plot Plan, the City Council hereby grants the request to modify the Project approval to eliminate Condition of Approval, Planning Division II. General, #15.

Exhibit "A" Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: [236-260-34](#))

THAT PORTION OF LOT 1 IN BLOCK 253 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [MAP THEREOF NO. 725](#), FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE SOUTH 59°16' WEST ALONG THE SOUTHEASTERLY LINE THEREOF 425.20 FEET TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN DEED TO CHARLES STEED ET UX, RECORDED [DECEMBER 1, 1947 IN BOOK 2563, PAGE 7 OF OFFICIAL RECORDS](#), SAID CORNER BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAND NORTH 30°45' WEST 62 FEET TO THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO LAWRENCE A. CROW, ET UX, RECORDED FEBRUARY 25, 1952 IN BOOK 4380, PAGE 195 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LAND SOUTH 59°16' WEST 202.46 FEET MORE OR LESS TO A POINT IN THE NORTHEASTERLY LINE OF LAND CONVEYED TO STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED [JULY 27, 1936 IN BOOK 540, PAGE 187 OF OFFICIAL RECORDS](#); THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE BEING ALONG THE ARC OF A 1550 FOOT RADIAL CURVE CONCAVE SOUTHWESTERLY 62 FEET MORE OR LESS TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 1; THENCE NORTH 59°16' EAST ALONG SAID SOUTHEASTERLY LINE 190.60 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

PARCEL 2: (APN: [236-260-35](#))

THAT PORTION OF LOT 1 IN BLOCK 253 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [MAP THEREOF NO. 725](#), MADE BY J.N. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 59°16' WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 425.20 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO CHARLES STEED AND ELIZABETH STEED, HUSBAND AND WIFE, RECORDED [DECEMBER 1, 1947 IN BOOK 2563, PAGE 7 OF OFFICIAL RECORDS](#); THENCE NORTH 30°45' WEST ALONG THE SOUTHWESTERLY LINE OF STEED LAND 62 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 30°45' WEST ALONG SAID SOUTHWESTERLY LINE 60 FEET; THENCE SOUTH 59°16' WEST 202.55 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT A DISTANCE OF 60 FEET TO INTERSECTION WITH LINE BEARING SOUTH 59°16' WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 59°16' EAST 202.46 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL 3: (APN: [236-260-36](#))

THAT PORTION OF LOT 1, BLOCK 253 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [MAP THEREOF NO. 725](#), BY J.M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 59°16' WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 425.20 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO CHARLES STEED AND ELIZABETH STEED, HUSBAND AND WIFE, RECORDED

**EXHIBIT A
(Continued)**

DESCRIBED IN DEED TO CHARLES STEED AND ELIZABETH STEED, HUSBAND AND WIFE, RECORDED DECEMBER 1, 1947 IN [BOOK 2563, PAGE 7](#) OF OFFICIAL RECORDS; THENCE NORTH 30°45' WEST ALONG SAID SOUTHWESTERLY LINE OF STEED LAND 122.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 30°45' WEST ALONG SAID SOUTHWESTERLY LINE 60.0 FEET; THENCE SOUTH 59°16' WEST 202.55 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 60 FEET TO THE INTERSECTION WITH A LINE BEARING SOUTH 59°16' WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 59°16' EAST 202.45 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL 4: ([APN: 236-260-37](#))

THAT PORTION OF LOT 1, BLOCK 253 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [MAP THEREOF NO. 725](#) BY J.M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 59°16' WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 425.20 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO CHARLES STEED AND ELIZABETH STEED, HUSBAND AND WIFE AND RECORDED DECEMBER 1, 1947, IN [BOOK 2563, PAGE 7](#) OF OFFICIAL RECORDS; THENCE NORTH 30°45' WEST ALONG SAID SOUTHWESTERLY LINE OF STEED LAND 182 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 30°45' WEST ALONG SAID SOUTHWESTERLY LINE 75.00 FEET; THENCE SOUTH 59°16' WEST 202.55 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT A DISTANCE OF 75.0 FEET TO AN INTERSECTION WITH A LINE BEARING SOUTH 59°16' WEST FROM A TRUE POINT OF BEGINNING; THENCE NORTH 59°16' EAST 202.46 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ALLEY PURPOSES OVER THE SOUTHWESTERLY 10 FEET OF LAND DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1 IN BLOCK 253 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [MAP THEREOF NO. 725](#), FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT; THENCE ALONG THE SOUTHEASTERLY LINE THEREOF, SOUTH 59° 16' WEST, 312.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, NORTH 30° 45' WEST 367 FEET; THENCE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, SOUTH 59° 16' WEST 112.70 FEET; THENCE PARALLEL WITH SAID NORTHEASTERLY LINE OF LOT 1, SOUTH 30° 45' EAST, 400 FEET TO THE CENTER LINE OF THE STREET ADJOINING SAID LOT ON THE SOUTHEAST AS SHOWN ON SAID [MAP NO. 725](#); THENCE ALONG SAID CENTER LINE, NORTH 59° 16' EAST 112.70 FEET TO AN INTERSECTION WITH A LINE BEARING SOUTH 30° 45' EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 30° 45' WEST, 33 FEET TO THE TRUE POINT OF BEGINNING.

[APN: 236-260-34, 35, 36 & 37](#)

EXHIBIT "B"

FINDINGS OF FACT

The City Council has reviewed the record, and makes the following findings for:

- 1) Granting the Major Plot Plan modification to eliminate a condition of approval requiring funding of ongoing operational costs of providing municipal services required by the Project.
- 2) Modification
 - a. On September 23, 2020, following multiple public hearings, the City Council adopted a policy requiring all new residential development approved after May 13, 2020, to pay for their ongoing costs of providing municipal services. However, the City's required regional housing needs assessment (RHNA) identified a goal of an additional 9,607 housing units, 1,864 of which need to provide housing to very-low income individuals or families. The four deed-restricted units for very-low income households included in the project will help contribute to that goal. Additional ongoing costs would negatively impact the ability to provide these deed-restricted units.
 - b. Removal of the Condition of Approval No. 15 would support the City Council adopted Housing Element policies promoting the development of very-low income deed-restricted housing units to meet the City's RHNA goals, and removing the funding requirements would support the development of very-low income deed-restricted units.



STAFF REPORT

November 15, 2023
File Number 0440-15

SUBJECT

AUTHORIZATION TO PARTICIPATE IN THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY'S BOND OPPORTUNITIES FOR LAND DEVELOPMENT PROGRAM

DEPARTMENT

Development Services

RECOMMENDATION

Staff request the City Council hold a Public Hearing to consider adoption of Resolution No. 2023-155 authorizing City participation in the California Municipal Finance Authority's ("CMFA") Bond Opportunities for Land Development ("BOLD") Program.

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

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

FISCAL ANALYSIS

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

PREVIOUS ACTION

None.



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BACKGROUND

California Municipal Finance Authority ("CMFA")

The City is a member of CMFA, a State-wide joint powers authority ("JPA") whose members include public entities throughout California. CMFA has the authority to issue bonds to meet its stated mission to support economic development and job creation throughout the State of California ("State"). CMFA aims to directly contribute to building strong communities to support the health and welfare of the residents of California by supporting member communities and local charities with a portion of the revenue generated through its issuing of tax-exempt bonds for public, private, and non-profit entities.

Bond Opportunities for Land Development ("BOLD") Program

CMFA instituted the BOLD program to aid municipalities in their mission to provide infrastructure and other public facilities, such as schools. The BOLD Program offers a means to finance new or continuing construction of infrastructure and public facilities through bonds. These bonds are issued by CMFA as an alternative to land-secured bonds directly by the City. The BOLD Program is designed to help local governments, including cities and schools, and land developers throughout the State, to work together to cost effectively finance public infrastructure projects and development fees.

Under the BOLD Program, bonds are issued by a community facilities district ("CFD") formed by CMFA under the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 et seq.) ("Act"). The Act offers great financing flexibility and is commonly used by cities, schools and other local agencies throughout the State to generate funds for the payment of public facilities, including development fees for facilities.

The BOLD Program is managed by CMFA through a team of bond industry professionals with experience in CFDs in the State. According to CMFA, all bond industry professionals engaged by CMFA have expertise in CFD bond issues. Presently, the BOLD Program uses Jones Hall for bond counsel, Koppel & Gruber for special tax consulting services, and Piper Sandler & Co. for underwriting services. The City, at its option, may use a municipal advisor of its choosing to review future BOLD Program applications and/or other program documents, with all related costs payable from bond proceeds.

Benefits of BOLD Program to Local Governments

While potential future CFDs would be formed within the City's jurisdiction, little City involvement is required. The City Council, at its discretion, may first take the action under consideration here to approve participation in the BOLD Program. Future CFD formation requests would also require City Council approval. CMFA and its consultant team will form and approve each CFD, CMFA will issue bonds on behalf of the CFD, and then use the services of a special tax consultant and administrator to create the special tax formula to administer, levy, and collect the special taxes. By working directly with developers, the



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BOLD Program facilitates financing for infrastructure and fee obligations of developers, covering a broad range of development cost obligations necessary for new development, including both facilities and/or impact fees. Using the BOLD Program alleviates staff time constraints and allows staff to focus on other aspects of processing land development projects.

Determining Special Tax Rate

Formation of a future CFD will require establishing the annual special tax rates. The formula for computing special tax rates will be included in the future resolutions to be adopted as part of the CFD formation proceedings. Typically, the formula will include a basic, undeveloped land tax with a periodic increase in rate, with a shifting of the tax to developed lands at building permit stage. The total amount of taxes on developed land generally will not exceed 2% of its market value in its completed state, per industry standards.

Bond Issuance

Bonds are issued through CMFA. In each case, the City Council has the discretion to approve the use of a CFD to acquire public facilities and the financing, and would enter into an agreement to receive the bond proceeds. The City also would agree at that time to meet the general requirements to maintain the tax exemption of interest on the bonds. CMFA adopts the resolutions needed to authorize and issue the special tax bonds and awards the sale to the bond underwriter.

Use of Bond Proceeds

Once the bond issuance occurs, bond proceeds are available to be disbursed. The proceeds are held by a bond trustee and are not directly paid to the developer but are available as directed by the developer and approved by the local agency, to be used to meet obligations to the City according to the structure and timing required for development approvals. Pursuant to an acquisition agreement or similar document, the City will determine and agree to its role in inspecting and accepting infrastructure and/or payment of financed impact fees.

The City will receive bond proceeds according to a joint community facilities agreement (JCFA), or similar agreement to be entered into between the City and CMFA, as needed, to ensure bond proceeds are spent in accordance with the Act and other applicable law. The resolution delegates to appropriate City staff authority to enter into these agreements from time to time in the future, as needed.

Underwriting for Bond Issuance

There are multiple options for the timing of the CFD formation. The CFD may be formed early in the development process, with issuance of bonds at a later time, or in multiple series. The following are the typical criteria for bond issuance.

- Minimum 4:1 value-to-debt ratio (assessed or appraised);
- There are no discretionary approvals required for build-out of the portion of the CFD directly relating to the bond security;



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- For a particular phase of a project to be bonded, entitlements for that phase must have been received;
- A financing plan for infrastructure must be complete or imminent, and a performance bond must be in place.

Credit criteria will be reviewed by the underwriting team on a case-by-case basis to assure reasonable interest rates at the time of issuance. Additionally, similar credits can be pooled together into a single bond issue with pooling flexibility assuring the most cost-effective bond issuance for each project.

Administration of the Bonds and the CFD

Administration of all aspects of the BOLD Program is handled by CMFA, without cost to or burden on the City. Federal regulations require annual disclosures to bond investors of information related to the bonds and the development project. BOLD Program administrators will handle this continuing disclosure reporting in consultation with developers.

CMFA Goal of Giving Back to Local Communities

CMFA shares a portion of its issuance fees directly with its member communities. In addition, a grant from a portion of the issuance fee is made to the California Foundation for Stronger Communities ("CFSC") to fund charities designated by the City Council on behalf of the City. A portion of the annual fees received by CMFA are in turn directed to charitable activities within California communities, particularly those of members and participating local government agencies.

Information for Bond Marketing

Tax-exempt municipal bonds are sold through an offering document known as an Official Statement, which describes to potential purchasers of the bonds the terms, security and repayment of the bonds and details about the property securing the bonds. Prior to home sales, the land is owned by the developer, and relevant information for the Official Statement needs to describe the developer and the development plan. The financing team will work with the developer to provide the required information and approve the final language to be provided to prospective bond buyers. The development of the Official Statement is similar to the process the City uses to issue bonds on its own behalf, for instance Water and Wastewater infrastructure bonds.

Disclosure of Special Tax to Home Buyers

California law requires developers to disclose to home buyers the lien of any CFD special tax which will be present on the purchased property. The form of disclosure is simple and becomes part of the various sale documents presented to buyers for signature prior to a home sale.



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STAFF RECOMMENDATION

Staff recommend adoption of Resolution 2023-155 authorizing City participation in the CMFA BOLD program. Future developments that wish to fund infrastructure or City facilities via the BOLD program will be individually approved by the City Council on a case-by-case basis.

ATTACHMENTS

1. Resolution 2023-155

RESOLUTION NO. 2023-155

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



STAFF REPORT

November 15, 2023
File Number 1310-50

SUBJECT

PROPOSED EDI RATE ADJUSTMENTS

DEPARTMENT

Utilities Department, Wastewater Division, Recycling and Waste Reduction

RECOMMENDATION

Request the City Council adopt Resolution No. 2023-136, approving the annual residential and commercial solid waste and recycling rate adjustments pursuant to the terms of the City of Escondido's ("City's") adopted Solid Waste and Recycling Franchise Agreement with Escondido Disposal, Inc. ("EDI"). Upon approval by the City Council, the proposed rate adjustments will become effective January 1, 2024.

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

Presenter: Angela Morrow, Interim Director of Utilities

FISCAL ANALYSIS

The San Diego Consumer Price Index ("CPI") for all urban consumers increased by 5.4810% from the first half of 2022 to the first half of 2023 (from 339.89 to 358.52). Pending City Council approval of the proposed rate increase, solid waste and recycling rates would increase by the same percentage. Per previous City Council approval, the Franchise Fee paid to the City by EDI will increase 0.5%, from 12.5% to 13%, a percentage of the total fees collected from customers for solid waste and recycling services, so the City's Franchise Fee revenue will also increase with the CPI. (See Exhibit A). The City will therefore collect an additional \$0.35 per month per customer in Franchise Fees for basic residential services and \$1.62 per month for commercial services. The City's General Fund received \$3,038,640 in franchise fee revenue from EDI in FY2022/23. In addition, the City's Recycling Fund received \$430,870 in FY2022/23 from Household Hazardous Waste and AB 939 Fees.

The above-described Franchise Fees are revenue for the City's General Fund. Increases in Base Rates for residential and commercial services will be detailed in the Background Section of this report. These Base Rates are distinct from the Franchise Fee and are retained by EDI.

PREVIOUS ACTION

On June 19, 2019, the City Council adopted Resolution No. 2019-142, authorizing a Franchise Agreement



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("Agreement") between the City, Escondido Disposal, Inc., and Escondido Resource Recovery, divisions of EDCO Refuse Services, Inc. The Agreement specified rates to be charged for solid waste and recycling services, established initial maximum rates paid by the ratepayers, and authorized the contractor to increase rates annually by a percentage equal to the previous year's CPI increase. The Agreement established that the City Council must adopt, by resolution, the proposed annual increases submitted by EDI for these rates to take effect.

On November 20, 2019, the City Council conducted a Proposition 218 Hearing and adopted Resolution No. 2019-142, approving Franchise Fee increases through 2024, and including approval of a 2.7824 percent increase for residential and commercial collection services, effective January 1, 2020.

On October 28, 2020, the City Council adopted Resolution No. 2020-130, approving a 1.3057 percent increase for residential and commercial collection services, effective January 1, 2021.

On November 3, 2021, the City Council adopted Resolution No. 2021-158, approving a 4.0524 percent increase for residential and commercial collection services, effective January 1, 2022.

On November 16, 2022, the City Council adopted Resolution No. 2022-158, approving a 8.1468 percent increase for residential and commercial collection services, effective January 1, 2023.

The rate increases in the table below were requested by EDI and approved by the City Council for basic residential and commercial collection services over the last five years:

Date	Residential Increase	Commercial Increase
January 2019	2.62%	1.46%
January 2020	2.7824%	2.7824%
January 2021	1.3057%	1.3057%
January 2022	4.0524%	4.0524%
January 2023	8.1468%	8.1468%
Proposed January 2024	5.4810%	5.4810%



CITY of ESCONDIDO

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BACKGROUND

On September 13, 2023, the City received notice from Escondido Disposal, Inc., requesting an increase in the solid waste and recycling rates in accordance with Section 13.2(A) of the City of Escondido Waste and Recycling Franchise Agreement. The proposed rate increases are set by the 5.4810% change in the CPI between the first half of 2022 and the first half of 2023. Pending approval of the rate increases by the City Council, residential and commercial rate increase notices will be mailed to customers in November 2023. Under the proposed CPI rate increase for residential accounts, the total monthly rate for curbside trash and recycling collection will increase by \$1.67 per month, from \$28.66 to \$30.33. Current commercial rates will be increased by the same change in CPI. A typical commercial rate for a three-yard container serviced one time per week will increase \$7.66 per month, from \$128.29 to \$135.95. These total amounts include the base fee, franchise fee, AB 939 fee, and Household Hazard Waste fee. The proposed 5.4810% increase would become effective January 1, 2024, and would apply to all residential and commercial collection rates and services as presented in Exhibit "A" to Resolution No. 2023-136.

Household Hazardous Waste ("HHW") fees and AB 939 fees were established in 1994. AB 939 is an Assembly bill enacted into law that authorizes collection of fees to fund recycling and waste reduction programs required by the California Integrated Waste Management Act of 1989. HHW fees were last increased on January 1, 2006. AB 939 fees were last increased on January 1, 2019. No increases in either AB 939 or HHW fees are being requested at this time, therefore the HHW fee will remain \$0.52 per month and the AB 939 fee will remain at \$0.63 per month.

If the City Council adopts the proposed increases, the residential total monthly base rate for solid waste organics and recycling services and the commercial total monthly rate (using a three-yard permanent bin collected once per week as an example) will increase according to the following tables. These tables are for illustrated purposes; the complete list of recommended increases are provided in Exhibit A.

Basic Residential Rates

Basic Residential Rate	Current	Proposed Increase	Effective 1/1/2024
Base	\$24.07	\$1.32	\$25.39
Franchise Fee	\$3.44	\$0.35	\$3.79
AB 939	\$0.63	No Increase	\$0.63



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HHW	\$0.52	No Increase	\$0.52
Total	\$28.66	\$1.67 Total Increase	\$30.33

Typical Commercial Rate

Basic Commercial Rate	Current	Proposed Increase	Effective 1/1/2024
3-yard bin, once/week	\$110.29	\$6.04	\$116.33
Franchise Fee	\$15.76	\$1.62	\$17.38
AB 939	\$1.72	No Increase	\$1.72
HHW	\$0.52	No Increase	\$0.52
Total	\$128.29	\$7.66 Total Increase	\$135.95

The proposed increases to the rates and fees charged by EDI would become effective January 1, 2024, and apply to all commercial and residential collection rates. The complete tables of the new proposed rates are shown in Exhibit "A" to Resolution No. 2023-136.

ATTACHMENTS

- A. Resolution No. 2023-136
- B. Resolution No. 2023-136 Exhibit "A"

RESOLUTION NO. 2023-136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AMENDING THE CITY OF
ESCONDIDO WASTE AND RECYCLING FRANCHISE
AGREEMENT WITH EDCO REFUSE SERVICES, INC.

WHEREAS, in June 2019 the City of Escondido ("City") approved a Waste and Recycling Franchise Agreement (the "Agreement") with Escondido Resource Recovery and Escondido Disposal, Inc., Divisions of EDCO Refuse Services, Inc. ("EDI") to provide residential, commercial, and industrial trash and recycling collection services; and

WHEREAS, Section 13 of the Agreement allows for an annual increase in the base rates by an amount not to exceed the percentage increase in the Consumer Price Index ("CPI") for the previous year; and

WHEREAS, such base rate increases will be considered by the City Council upon receipt of written notice of the proposed increase, with notice coming no later than 60 days prior to the effective date of the proposed increase; and

WHEREAS, EDI requested an increase in the residential and commercial rates and fees to be effective January 1, 2024, and this request was made in writing on September 13, 2023; and

WHEREAS, revised residential and commercial rates and fees were last approved on November 16, 2022, with a January 1, 2023 effective date; and

WHEREAS, the proposed revised residential and commercial rates and fees, to be effective January 1, 2024, and the calculation of the increased percentage in the Consumer Price Index is attached as Exhibit "A"; and

WHEREAS, notice of the residential and commercial rates revised for the allowed annual CPI increase are being mailed to all affected customers in Escondido in November 2023; and

WHEREAS, the Director of Utilities recommends approval of the proposed increase in Solid Waste Disposal and Recycling rates and fees for residential and commercial accounts, effective January 1, 2024.

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

1. That the above recitations are true.
2. The Residential and Commercial Solid Waste Disposal Organics and Recycling Rates set forth in Exhibit "A" of the Agreement attached to this Resolution and incorporated by this reference, will supersede all prior rates and fees for services as set forth in Exhibit "A."
3. The Residential and Commercial Solid Waste Disposal Organics and Recycling Rates set forth in Exhibit "A" will be effective for all changes on or after January 1, 2024, unless otherwise specified in writing.



September 13, 2023

Ms. Lori Calvert
Recycling Program Coordinator – City of Escondido
475 N. Spruce Street
Escondido, CA 92025

RE: **Solid Waste & Recycling Service Fees for CY 2024**

Dear Lori:

Escondido Disposal Inc. (EDI) is honored to serve the City of Escondido. As we consider rate adjustments for the coming year, there are three (3) attachments for your review. First attachment is the proposed rate schedule for all residential customers. The second is the proposed rate schedule for all commercial customers. The final attachment summarized changes in the San Diego area Consumer Price Index (CPI), which per our agreement, is the basis for all rate adjustments for CY 2024.

To determine any rate adjustment for residential customers, the San Diego CPI for the first half of 2022 was compared to the first half of 2023. The 2023 index increased to 358.515 points as compared to the 2022 index of 339.886. The difference between the old base index and the new base index is 18.629 or 5.4810%. As a result, EDI is requesting to increase current residential base rates by 5.4810%. Further, residential rates will increase an additional 0.5% for the city franchise fee increase taking the overall residential rate adjustment up to 5.83% or **\$1.67/month**. The city franchise fee will now be at 13%, up from 12.5% currently. For CY 2024, both the AB 939 fee and HHW fee will remain unchanged.

Current commercial rates will also be increased by the same change in the CPI. As a result, a typical commercial rate for a 3-yard container serviced one time per week will be adjusted to increase by 5.4810% in the base rate, plus the 0.5% franchise fee increase, taking the total commercial rate adjustment to 5.97% or **\$7.66/month**. For commercial customers, the AB 939 fee and HHW fee will remain unchanged.

Please review the attached information and call me with any question or concerns. As noted above, both residential and commercial increases will be effective on January 1, 2024.

Sincerely,



Jim Ambroso
General Manager

(3 Attachments)

"We'll Take Care of It"

1021 W. Mission Ave. • Escondido, California 92025
(760) 745-3203 • Fax: (760) 745-9740 • escondidodisposal.com • Printed on Recycled Paper

Solid Waste Disposal, Recycling and Commingled Recycling Franchise Agreement **Attachment A - Residential Rates** **Effective 1/1/2024**

Last 12 month period for which statistics are available is the first half of 2022 compared to the first half of 2023 in the San Diego area

All Urban Consumers (all items), base period of 1982-84 = 100

Current CPI	358.515 (first half of 2023)
Previous CPI	339.886 (first half of 2022)
Change	18.629 points

CPI Percentage change 5.4810%

BASIC RESIDENTIAL RATE

	Current Per Month	Proposed 1/1/2024		
Base Rate including organics	\$ 24.07	\$ 25.39		
Franchise Fee	\$ 3.44	3.79	Increases to:	13.00%
AB939	\$ 0.63	0.63		
HHW	\$ 0.52	0.52		
Total Rate - Residential Service	\$ 28.66	\$ 30.33		

MISCELLANEOUS

	Current Per Month	Proposed 1/1/2024	
Bulk item	\$ 14.51	\$ 15.39	per item
Tires (under 17") Rim Diam.	\$ 4.34	\$ 4.60	/each
(17" - 23") Rim Diam.	\$ 17.42	\$ 18.48	/each
(Over 23") Rim Diam.	\$ 289.99	\$ 307.64	/each
Refrigerator, freezer, air conditioner	\$ 58.03	\$ 61.56	/each
Bags (under 25 lbs.)	\$ 1.47	\$ 1.56	/each

MOBILE HOME CURB SERVICE RATE

Service	\$ 24.91	\$ 26.43	Per month
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ADDITIONAL CART

Trash	\$ 5.08	\$ 5.39	Per additional cart (3 month minimum)
Recycling		\$ -	Per additional cart

AUTOMATED OVERAGE CHARGES

	\$ 14.51	\$ 15.39	Trip charge
	\$ 1.48	\$ 1.57	Per bag

GREEN WASTE CART RENTAL	\$ 3.93	\$ 4.17	additional 4th cart and above
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City of Escondido
Commercial Rates Effective 1/1/24

CONSUMER PRICE INDEX CALCULATION

Last 12 month period for which statistics are available is the first half of 2022 compared to the first half of 2023 in the San Diego area

All Urban Consumers (all items), base period of 1982-84 = 100

Current CPI	358.515 (first half of 2023)
Previous CPI	339.886 (first half of 2022)
Change	18.629 points

Percentage change	<u><u>5.4810%</u></u>
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BASIC COMMERCIAL RATE

	Current 1/1/2023	Proposed 1/1/2024	
3yard 1/week	\$ 110.29	\$ 116.33	
Franchise Fee	\$ 15.76	\$ 17.38	Increases from 12.5% to 13%
AB939	\$ 1.72	\$ 1.72	
HHW	\$ 0.52	\$ 0.52	
Total	\$ 128.29	\$ 135.95	

PERMANENT BINS

<u>BIN SIZE</u>	<u>Frequency</u>					
	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>	<u>6 x WK</u>
1 1/2 YARD	\$ 91.81	\$ 154.58	\$ 217.40	\$ 280.21	\$ 343.03	\$ 405.85
3 YARD	\$ 135.95	\$ 238.22	\$ 340.49	\$ 442.71	\$ 544.95	\$ 647.15
4 YARD	\$ 177.57	\$ 315.89	\$ 454.28	\$ 592.66	\$ 730.99	\$ 869.35

EXTRA DUMP CHARGES FOR PERMANENT BINS

	<u>1 1/2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>
Per Bin Dump	\$ 26.61	\$ 39.35	\$ 49.28

T-BINS

Customer is allowed to keep bin for 1 week

\$ 120.72	\$ 144.83
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GREENS T-BIN

\$ 107.67	\$ 133.25
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CONSTRUCTION BINS

<u>BIN SIZE</u>	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>
1 1/2 YARD	\$ 133.10	\$ 209.93	\$ 286.77	\$ 363.61	\$ 440.45
3 YARD	\$ 188.56	\$ 342.25	\$ 496.02	\$ 649.70	\$ 803.42
4 YARD	\$ 215.73	\$ 420.71	\$ 625.61	\$ 830.60	\$ 1,035.55

NOTE: ALL CONSTRUCTION BINS HAVE A ONE TIME DELIVERY FEE OF:

\$ 44.99

EXTRA DUMP CHARGES FOR CONSTRUCTION BINS

	<u>1 1/2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>
Per Bin Dump	\$ 34.72	\$ 44.79	\$ 57.40

OFF-RD BINS

<u>BIN SIZE</u>	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>
1 1/2 YARD	\$ 161.78	\$ 309.75	\$ 457.69	\$ 605.69	\$ 753.64
3 YARD	\$ 186.46	\$ 359.07	\$ 531.70	\$ 704.32	\$ 876.94
4 YARD	\$ 202.89	\$ 392.00	\$ 581.09	\$ 770.24	\$ 959.33

NOTE: ALL OFF ROAD BINS HAVE A ONE TIME DELIVERY FEE OF:

\$ 44.99

EXTRA DUMP CHARGES FOR OFF ROAD BINS

	<u>1 1/2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>
	\$ 34.72	\$ 47.24	\$ 57.41

MATRIX FOR 3 YARD AND 4 YARD BINS

3 YARD BINS

# OF BINS	Frequency					
	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>	<u>6 x WK</u>
1	\$ 135.95	\$ 238.22	\$ 340.49	\$ 442.71	\$ 544.95	\$ 647.15
2	\$ 271.90	\$ 476.44	\$ 680.98	\$ 885.42	\$ 1,089.90	\$ 1,294.30
3	\$ 407.85	\$ 714.66	\$ 1,021.47	\$ 1,328.13	\$ 1,634.85	\$ 1,941.45
4	\$ 543.80	\$ 952.88	\$ 1,361.96	\$ 1,770.84	\$ 2,179.80	\$ 2,588.60
5	\$ 679.75	\$ 1,191.10	\$ 1,702.45	\$ 2,213.55	\$ 2,724.75	\$ 3,235.75
6	\$ 815.70	\$ 1,429.32	\$ 2,042.94	\$ 2,656.26	\$ 3,269.70	\$ 3,882.90
7	\$ 951.65	\$ 1,667.54	\$ 2,383.43	\$ 3,098.97	\$ 3,814.65	\$ 4,530.05
8	\$ 1,087.60	\$ 1,905.76	\$ 2,723.92	\$ 3,541.68	\$ 4,359.60	\$ 5,177.20
9	\$ 1,223.55	\$ 2,143.98	\$ 3,064.41	\$ 3,984.39	\$ 4,904.55	\$ 5,824.35
10	\$ 1,359.50	\$ 2,382.20	\$ 3,404.90	\$ 4,427.10	\$ 5,449.50	\$ 6,471.50

4 YARD BINS

# OF BINS	Frequency					
	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>	<u>6 x WK</u>
1	\$ 177.57	\$ 315.89	\$ 454.28	\$ 592.66	\$ 730.99	\$ 869.35
2	\$ 355.14	\$ 631.78	\$ 908.56	\$ 1,185.32	\$ 1,461.98	\$ 1,738.70
3	\$ 532.71	\$ 947.67	\$ 1,362.84	\$ 1,777.98	\$ 2,192.97	\$ 2,608.05
4	\$ 710.28	\$ 1,263.56	\$ 1,817.12	\$ 2,370.64	\$ 2,923.96	\$ 3,477.40
5	\$ 887.85	\$ 1,579.45	\$ 2,271.40	\$ 2,963.30	\$ 3,654.95	\$ 4,346.75
6	\$ 1,065.42	\$ 1,895.34	\$ 2,725.68	\$ 3,555.96	\$ 4,385.94	\$ 5,216.10
7	\$ 1,242.99	\$ 2,211.23	\$ 3,179.96	\$ 4,148.62	\$ 5,116.93	\$ 6,085.45
8	\$ 1,420.56	\$ 2,527.12	\$ 3,634.24	\$ 4,741.28	\$ 5,847.92	\$ 6,954.80
9	\$ 1,598.13	\$ 2,843.01	\$ 4,088.52	\$ 5,333.94	\$ 6,578.91	\$ 7,824.15
10	\$ 1,775.70	\$ 3,158.90	\$ 4,542.80	\$ 5,926.60	\$ 7,309.90	\$ 8,693.50

Multi- Family Recycling Fee per month per dwelling unit

\$ 1.28

COMPACTOR / DOB RATES

COMPACTORS:

"C"	\$	281.77	\$	62.01	Per Ton Landfill fees
"D"	\$	287.61	\$	62.01	Per Ton Landfill fees
"F"	\$	301.31	\$	62.01	Per Ton Landfill fees
"P"	\$	254.32	\$	62.01	Per Ton Landfill fees

<u>DOB'S</u>	<u>Haul</u>	<u>Disposal (6 tons)</u>	<u>Sub-total</u>	<u>Del Charge</u>	<u>Total</u>
14 YARD (8' X 16' X 3')	\$ 292.28	\$ 372.06	\$ 664.34	\$ 68.99	\$ 733.33
25 YARD (8' X 18' X 5')	\$ 292.28	\$ 372.06	\$ 664.34	\$ 68.99	\$ 733.33
38 YARD (8' X 22' X 6')	\$ 292.28	\$ 372.06	\$ 664.34	\$ 68.99	\$ 733.33
<u>GREENS DOB:</u>	\$ 316.52	\$ 273.76	\$ 590.28	\$ 76.66	\$ 666.94
<u>C&D DOB</u>	\$ 292.28	+ Tip Fee		\$ 68.99	
<u>SCRAP METAL DOB</u>	\$ 314.08	\$ 175.54	\$ 489.62	\$ 76.66	\$ 566.28
<u>CARDBOARD DOB</u>	\$ 314.08	\$ -	\$ 314.08	\$ 76.66	\$ 390.74

STEAM CLEAN:	\$ 44.34	Per hour
UNABLE TO SERVICE:	\$ 105.11	
STANDBY TIME:	\$ 4.12	Per minute
DOB DEL. CHARGE:	\$ 68.99	(One time charge)
Container Rental	\$ 4.92	Per day starting with the 8th day (temporary boxes)
	\$ 4.92	Per day starting with the 13th day (permanent boxes 3 months or more)

DOB - MANIFESTED WASTE:

	<u>Haul</u>	<u>Disposal (6 tons)</u>	<u>Sub-total</u>	<u>Del Charge</u>	<u>Total</u>
14 YARD (8' X 16' X 3')	\$ 292.28	\$ 506.84	\$ 799.12	\$ 68.99	\$ 868.11
25 YARD (8' X 18' X 5')	\$ 292.28	\$ 506.84	\$ 799.12	\$ 68.99	\$ 868.11
38 YARD (8' X 22' X 6')	\$ 292.28	\$ 506.84	\$ 799.12	\$ 68.99	\$ 868.11
MANIFEST FEE:		\$ 78.99			
SPECIAL HANDLING:		\$ 78.99			
PORTAL TO PORTAL CHARGE:		\$ 153.50	Per hour		

RECYCLE BIN RATES

	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>
1 1/2 YARD	\$ 56.53	\$ 117.15	\$ 177.70	\$ 238.29	\$ 298.86
3 YARD	\$ 70.69	\$ 131.26	\$ 191.84	\$ 252.46	\$ 313.04
4 YARD	\$ 90.85	\$ 151.48	\$ 212.06	\$ 272.64	\$ 333.24

EXTRA DUMP CHARGES FOR OFF-ROAD RECYCLING BINS

<u>1 1/2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>
\$ 28.27	\$ 41.87	\$ 52.35

<u>95 GALS</u>	<u>Commercial Recycling Carts</u>	<u>SERVICE</u>	<u>RATE/MO OR FEE</u>	
950T	Extra Dump		\$ 11.10	Fee
950N	Newspaper	1 X WK	\$ 25.26	Per month
950G	Glass	1 X WK	\$ 25.26	Per month
950P	Plastic & Aluminum	1 X WK	\$ 25.26	Per month
950GR	Green Waste	1 X WK	\$ 4.31	Per month Per Cart

COMPACTOR BIN FORMULA

Less bin rental	\$ 657.66	- \$18 =	\$ 639.66
Divide by 4.333 weeks	\$ 639.66	/ 4.333 =	\$ 147.63
Divide by # of days pick up	\$ 147.63	/ 6 =	\$ 24.61
Multiply by 3 to 1 ratio	\$ 24.61	x 3 =	\$ 73.83
Multiply by # of days pick up	\$ 73.83	x 6 =	\$ 442.98
Multiply by 52 weeks	\$ 442.98	x 52 =	\$ 23,034.96
Divide by 12 months	\$ 23,034.96	/ 12 =	\$ 1,919.58

COMPACTOR PER DUMP FORMULA

FOR EXTRA DUMPS

Rate less bin rental	\$ 139.20	- \$18 =	\$ 121.20
Divide by 4.333	\$ 121.20	/ 4.333	\$ 27.97
Multiply by 3 to 1 ratio	\$ 27.97	x 3 =	\$ 83.91
Add'l overhead labor cost			\$ 29.73
Total per dump			<u>\$ 113.64</u>

COMPACTOR BOX RENTAL

Large Compactors	\$ 184.09 Per month
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ROLL OUT FEE SCHEDULE:

ANYTHING UNDER 25 FEET IS FREE; OVER IS \$.06 PER FOOT

i.e. Roll out 100 ft @ 2/Week is figured as follows:

100 ft - 25 ft = 75 ft x 2 (number of days dumped per week) = 150 x \$.05516681 (per foot charge)

\$8.28 (weekly charge) x 52 (weeks per year) = \$43.56 (yearly charge / 12 (months per year)

\$35.10 (monthly charge) then add to regular charges.

Minimum charge is \$1.01 per month.

Per Foot Charge		\$ 0.07
Days Dumped Per Week (2)	100 ft - 25 ft = 75 ft x 2	150 feet
Weekly Charge	Weekly Charge	\$ 10.50
Annual Charge	\$ 10.50 x 52 =	\$ 546.00
Monthly Charge for Roll-Out 2X week	\$ 546.00 / 12 =	\$ 45.50

MISCELLANEOUS COMMERCIAL FEES

Locking Lids	\$	8.02	Per Month
Balanced Lids	\$	9.62	Per Month
Enclosure Cleaning	\$	72.28	Minimum-subject to estimate
Brakes	\$	80.30	1 time charge
Bar Locks	\$	48.74	1 time charge
Extra Keys	\$	2.40	each
Locks	\$	24.89	each
Lock & Unlock Charge (Barlock Bins)	\$	1.60	for each lock/unlock (x per wk service)

Commercial Commingled Organics

Bins & Carts

1st Bin Size	Frequency			Extra Pickup
	<u>1</u>	<u>2</u>	<u>3</u>	
Cart (65 gl)	\$ 111.26	\$ 222.52	\$ 333.77	\$ 44.51
Cart (96 gl)	\$ 125.48	\$ 250.95	\$ 376.45	\$ 50.19
1.5 CY	\$ 203.51	\$ 407.01	\$ 610.50	\$ 81.40

Each Additional Bin Size	Frequency		
	<u>1</u>	<u>2</u>	<u>3</u>
Cart (65 gl)	\$ 105.71	\$ 211.39	\$ 317.06
Cart (96 gl)	\$ 119.19	\$ 238.40	\$ 357.60
1.5 CY	\$ 193.31	\$ 386.67	\$ 580.00

City of Escondido
Split Bin Rates
1/1/2024

3 CY Split Recycle & Trash Bin Rates

Service Frequency		Service	AB939	HHW	Total Rate
3CY Split Bin Rate	1x Week	\$ 146.10	\$ 1.72	\$ 0.52	\$ 148.34
	2x Week	\$ 267.25	\$ 3.44	\$ 1.04	\$ 271.73
	3x Week	\$ 388.38	\$ 5.16	\$ 1.56	\$ 395.10
	4x Week	\$ 509.54	\$ 6.88	\$ 2.08	\$ 518.50
	5x Week	\$ 630.69	\$ 8.60	\$ 2.60	\$ 641.89

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS49ESA0
Not Seasonally Adjusted
Series Title: All items in San Diego-Carlsbad, CA, all urban
Area: San Diego-Carlsbad, CA
Item: All items
Base Period: 1982-84=100
Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013													260.317	258.955	261.679
2014													265.145	265.251	265.039
2015													269.436	267.346	271.526
2016													274.732	272.628	276.837
2017											285.961		283.012	281.561	284.464
2018	288.331		290.81		289.243		295.185		295.883		293.858		292.547	290.076	295.018
2019	295.761		297.226		300.303		299.333		301.033		301.52		299.433	298.147	300.718
2020	302.564		302.589		301.317		305.611		304.443		306.334		303.932	302.04	305.823
2021	307.688		315.035		317.141		323.906		324.138		326.422		319.761	314.282	325.241
2022	332.99		339.852		343.502		347.462		350.721		348.145		344.416	339.886	348.945
2023	354.453		358.026		361.339		362.412							358.515	
														18.629	
														5.4810% eff 1/1/24	

CPI % Change



STAFF REPORT

November 15, 2023
File Number 0120-10

SUBJECT

PUBLIC ART COMMISSION INTERVIEWS

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council conduct interviews of applicants and fill an unscheduled vacancy on the Public Art Commission.

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

Presenter: Zack Beck, City Clerk

BACKGROUND

On June 28, 2023, Commissioner Lynne Dillender resigned from the Public Art Commission, creating an unscheduled vacancy, with a term set to expire on March 31, 2024.

ATTACHMENTS

- a. Attachment 1 – Candidate Applications

Name Carol Rogers

Address [REDACTED]

Do you live in the City of Escondido Limits? yes

Do you live in the General Plan Area? yes

Home Phone [REDACTED]

Email Address [REDACTED]

Length of time you lived in the area 20 years

Employer Stone and Glass

Occupation General Manger

Business Address 629 W Grand Ave, 92025

Business Phone 760-294-7447

Board of Commission for which you are applying? Public Art Commission

If you have filed additional applications for other boards or commissions, please list them in order of preference none

If you are an incumbent, how long have you served in your current position n/a

Have you ever been a member of any City board or Commission, or employed by the City of Escondido
no

If so what capacity? n/a

Are any persons now employed by the City of Escondido related to you by blood or by marriage? no

If so, list name and relationship? n/a

Personal References (Name/Address/Business Address/Occupation) Louisa Magoon, The Grand Tea Room, 145 W Grand Ave, 92025 Owner Heather Thelan, Hawthorne Country Store, 675 W Grand Ave, 92025 Owner Bill Reid, National University, 9388 Lightwave Ave, San Diego 92123 , Academic Program Director, home address [REDACTED]

Community Involvement: List present membership in any community service or civic organizations, if any? Treasurer/Board member Escondido Downtown Business Association Committee member Esco Art Alley Facilitator Museums and Arts Growing Escondido Culture (MAGEC)

Name Julia Walder

Address [REDACTED]

Do you live in the City of Escondido Limits? No

Do you live in the General Plan Area? Yes

Home Phone [REDACTED]

Email Address [REDACTED]

Length of time you lived in the area 38 years

Employer Retired from the Escondido Union School District in June, 2016.

Occupation Teacher: Managed and taught in an ESL Language Lab at Lincoln Elementary School for 9 years. Opened Farr Elementary School in Escondido as a lead second grade teacher and taught there for 12 years.

Business Address EUSD Office, 2310 Aldergrove Ave., Escondido

Business Phone (760) 432-2400

Board of Commission for which you are applying? Public Art Commission

If you have filed additional applications for other boards or commissions, please list them in order of preference N/A

If you are an incumbent, how long have you served in your current position N/A

Have you ever been a member of any City board or Commission, or employed by the City of Escondido
No

If so what capacity? N/A

Are any persons now employed by the City of Escondido related to you by blood or by marriage? No

If so, list name and relationship? N/A

Personal References (Name/Address/Business Address/Occupation) Terri Ryan -- [REDACTED]
[REDACTED] Friend for 33 years. Presently, a member of the Public Art Commission. Jerry Morgan -- [REDACTED] Recently downsized and moved to Rancho Bernardo after living in Escondido for 30+ years. Retired: Former Director of Basic Needs at Escondido Interfaith Community Services Debbie Davies -- [REDACTED]
[REDACTED] Friend and neighbor since 1985. Retired Social Worker

Community Involvement: List present membership in any community service or civic organizations, if any? N/A

Name Charlie Mejia

Address [REDACTED]

Do you live in the City of Escondido Limits? yes

Do you live in the General Plan Area? yes

Home Phone [REDACTED]

Email Address [REDACTED]

Length of time you lived in the area 30+ years

Employer EUHSD

Occupation Teacher

Business Address n/a

Business Phone n/a

Board of Commission for which you are applying? Public Art Commission

If you have filed additional applications for other boards or commissions, please list them in order of preference n/a

If you are an incumbent, how long have you served in your current position n/a

Have you ever been a member of any City board or Commission, or employed by the City of Escondido
no

If so what capacity? n/a

Are any persons now employed by the City of Escondido related to you by blood or by marriage? no

If so, list name and relationship? n/a

Personal References (Name/Address/Business Address/Occupation) Abi Leaf [REDACTED]

[REDACTED] EUHSD Assistant Principal University of San Diego Adjunct Faculty Zane Kingcade

[REDACTED] Business Owner Artist

Community Involvement: List present membership in any community service or civic organizations, if any? Escondido Mural Committee



STAFF REPORT

November 15, 2023
File Number 0130-10

SUBJECT

REVIEW AND UPDATE CITY COUNCIL INTERAGENCY AND SUBCOMMITTEE ASSIGNMENTS

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council review and update the City's current interagency and council subcommittee assignments.

Staff Recommendation: Approval (Mayor: Dane White)

Presenter: Mayor Dane White

BACKGROUND

On November 1, 2023, Mayor White requested an item be placed on the Future Agenda to review City Council interagency and subcommittee assignments (Attachment "1").

ATTACHMENTS

1. Current Council Interagency and Subcommittee Appointment List

INTERAGENCY APPOINTMENTS

		COUNCIL REPRESENTATIVE	STAFF
01	AIR POLLUTION CONTROL	CONSUELO MARTINEZ	CHRISTOPHER MCKINNEY
02	CLEAN ENERGY ALLIANCE	JOE GARCIA CHRISTIAN GARCIA	CHRISTOPHER MCKINNEY
03	ESCONDIDO CREEK WATERSHED	JOE GARCIA CONSUELO MARTINEZ (ALTERNATE)	ANGELA MORROW
04	LEAGUE OF CA CITIES	CHRISTIAN GARCIA JOE GARCIA (ALTERNATE)	SEAN MCGLYNN
05	NORTH COUNTY TRANSIT DISTRICT	JOE GARCIA DANE WHITE (ALTERNATE)	CHRISTOPHER MCKINNEY
06	REGIONAL SOLID WASTE ASSOC.	MIKE MORASCO DANE WHITE (ALTERNATE)	ANGELA MORROW
07	SANDAG	DANE WHITE MIKE MORASCO (ALTERNATE) JOE GARCIA (SECOND ALTERNATE)	SEAN MCGLYNN
08	SD COUNTY WATER AUTHORITY	CONSUELO MARTINEZ DANE WHITE (ALTERNATE)	ANGELA MORROW
09	SAN DIEGUITO RIVERPARK JPA	CHRISTIAN GARCIA DANE WHITE (ALTERNATE)	JOANNA AXELROD
10	NORTH COUNTY DISPATCH JPA	JOE GARCIA MIKE MORASCO (ALTERNATE)	JOHN TENDER

LOCAL SUBCOMMITTEES

	COUNCIL REPRESENTATIVE	STAFF
01 BOARDS AND COMMISSIONS	CONSUELO MARTINEZ DANE WHITE	ZACK BECK
02 BUDGET	CONSUELO MARTINEZ MIKE MORASCO	CHRISTINA HOLMES
03 CCAE	CONSUELO MARTINEZ JOE GARCIA	CHRISTOPHER MCKINNEY
04 DOWNTOWN PARKING	DANE WHITE CHRISTIAN GARCIA	CHRISTOPHER MCKINNEY
05 ECONOMIC DEVELOPMENT	DANE WHITE JOE GARCIA	JENNIFER SCHOENECK
06 HOMELESSNESS	DANE WHITE JOE GARCIA	CHRISTOPHER MCKINNEY
07 HOUSING	MIKE MORASCO CHRISTIAN GARCIA	CHRISTOPHER MCKINNEY
08 SCHOOLS	JOE GARCIA CHRISTIAN GARCIA	JENNIFER SCHOENECK
09 UTILITIES	CHRISTIAN GARCIA MIKE MORASCO	ANGELA MORROW
10 DEFICIT	DANE WHITE JOE GARCIA	SEAN MCGLYNN



STAFF REPORT

November 15, 2023
File Number 0610-90

SUBJECT

RECONSIDERATION OF PUBLIC COMMENT POLICY

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council reconsider the City's current public comment policy and approve Resolution No. 2023-158 amending Section 6 of the Council Policies and Rules of Procedure.

Staff Recommendation: Approval (City Council: Christian Garcia)

Presenter: Christian Garcia

PREVIOUS ACTION

On August 16, 2023 the City Council voted 4-1 (White: No) to approve Resolution No. 2023-111R (Attachment 1). In so doing, the following language related to electronic public comments was added to the Council Policies and Rules of Procedure:

Members of the public can submit comments electronically through the City's Website for items on the agenda as well as "Oral Communications." Comments submitted electronically will be provided to the City Council by the City Clerk prior to the council meeting and read out loud by the City Clerk during the Council Meeting for which the comments apply. Those comments shall thereafter be permanently filed with the minutes of the meeting.

BACKGROUND

Per Section 18 of Resolution No. 2023-11R:

Any member of the Council, voting in the majority on any action of the Council, may at the same meeting, or at a subsequent time, request the Council reconsider an action. A reconsideration request made by a member of the Council voting in the minority shall not be allowed, except when made more than one (1) year after the date of the original action.

All requests for reconsideration of a Council action shall be provided to each Council member, and the City Manager in writing or via electronic mail, and the request shall be placed on the next



CITY of ESCONDIDO

STAFF REPORT

available agenda. In the event an item to be reconsidered requires public notice, it shall be calendared and noticed after Council determines when reconsideration shall occur.

On November 2, 2023, Councilmember Christian Garcia emailed the Mayor, City Council and the City Manager (Attachment 2) requesting that a reconsideration of the August 16, 2023 vote in favor of Resolution No. 2023-111R (Attachment 3) be placed on the Future Agenda.

If Council approves Resolution No. 2023-158, it would amend Section 6 of the Council Policies and Rules of Procedure to read as follows:

Members of the public can submit comments electronically through the City's Website for items on the agenda as well as "Oral Communications." Comments submitted electronically will be provided to the City Council by the City Clerk prior to the council meeting for which the comments apply. Those comments shall thereafter be permanently filed with the minutes of the meeting.

RESOLUTIONS

- a. Resolution No. 2023-158

ATTACHMENTS

- a. Attachment 1 – Resolution No. 2023-111R
- b. Attachment 2 – Reconsideration Request from Councilmember Garcia
- c. Attachment 3 – August 16, 2023 City Council Meeting Minutes

RESOLUTION NO. 2023-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AMENDING AND
READOPTING RULES OF PROCEDURE FOR CITY COUNCIL
MEETINGS AND CITY COUNCIL POLICIES

WHEREAS, the City Council of the City of Escondido, State of California, has previously adopted resolutions which provide Rules of Order and Procedure for City Council meetings and certain written policies governing Council procedures, methods of operation and ethics which are amended from time to time; and

WHEREAS, the City Council wishes to re-adopt its Rules and Policies for the purpose of including certain amendments and clarifications.

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

1. That the above recitations are true.
2. That the following Rules shall govern the City Council:

Section A: Rules of Order and Procedure

1. Time of Regular Meetings.

Unless the City Council schedules otherwise or cancels a meeting, the City Council shall hold regular meetings at 4:00 p.m. commencing with closed session items and thereafter at 5:00 p.m. commencing with a public session on each of the first four (4) Wednesdays of each calendar month at the City Hall.

2. Matters Covered.

For the purpose of efficiently focusing only on matters affecting the City of Escondido, the Council should consider those resolutions, motions or matters which affect the conduct of the business of the City of Escondido or its corporate powers or duties as a municipal corporation, or such resolutions or motions supporting or

disapproving legislation or actions pending in the Legislature of the State of California, the Congress of the United States or before any officer or agency of said State or nation where such proposed legislation or action, if adopted, will affect the conduct of the municipal business or the powers and duties of the City of Escondido or its officers or employees as such.

3. Order of Business. Regular business of the Council at the 5:00 p.m. public session shall be taken up for consideration in substantially the following order, except as may be otherwise ordered by the Mayor or Council:

- a. Moment of Reflection
- b. Flag Salute
- c. Roll Call
- d. Closed Session Report
- e. Proclamations/Presentations
- f. Consent Calendar, including Affidavits of Publications, Mailing, Posting, Warrant Register & Minutes Approval
- g. Public Hearings
- h. Current Business Matters
- i. Future Agenda Items
- j. Council Members Subcommittee Reports
- k. Council Member Reports
- l. City Manager's Weekly Activity Report Highlights
- m. Oral Communications
- n. Adjournment

4. Consent Calendar Defined.

Those items on the Council agenda which are generally considered routine matter of business such as the approval of minutes, approval of the warrant register, Notices of Project Completion, Treasurer's Quarterly Investment Report, certain contract and grant awards, resolutions setting hearings, final maps, and various leases and agreements are

listed on the "Consent Calendar" and shall be adopted by one motion unless Council, staff or a member of the public requests specific items to be discussed and/or removed for separate action. Those items so approved under the heading "Consent Calendar" will appear in the Council minutes in their proper form, i.e., resolution accepting grant deed or easement, approval of minutes, award of bid, etc.

From time to time, the Council may schedule a "workshop" style meeting. Such workshops shall comply with all applicable noticing laws and shall be dedicated primarily to general information gathering and sharing, discussion and possible direction to staff. Final actions of the Council shall not take place at workshop sessions.

5. Oral Communications.

Time has been reserved near the end of each regular meeting agenda to provide an opportunity for members of the public to directly address the Council on items of interest to the public. The Mayor as the presiding officer may at his or her discretion reduce or extend the time for a speaker or speaker representative to address the Council consistent with the Ralph M. Brown Act. Members of the public that speak during "Oral Communications" may not demand audio/visual support from the City Clerk or City Staff. Comments on an item already appearing on the agenda shall only be taken at the time reserved for discussion of that agenda item. No action will be taken by the Council on items discussed under Oral Communications, except to refer the matter to staff or schedule for future action.

6. Electronic Public Comment

Members of the public can submit comments electronically through the City's Website for items on the agenda as well as "Oral Communications." Comments submitted electronically will, if feasible, be provided to the City Council by the City Clerk

prior to the council meeting for which the comments apply. Those comments shall thereafter be permanently filed with the minutes of the meeting.

7. Council Member Reports.

The Council Member Report agenda item provides members of the Council an opportunity to report matters of general interest to the public and their fellow Council Members. No actions, votes or further discussions shall occur on any such matter(s).

8. Council Action on Agenda Matters.

Prior to any vote or discussion by the Council on a matter to be decided on the agenda, City staff shall provide a presentation and/or answer questions, if requested, and thereafter, any Council member may seek recognition by the presiding officer and make a motion to adopt such item, and thereafter, the presiding officer shall determine if another Council member, including the presiding officer, seconds the motion. If the motion receives a second, the matter may be debated before putting the motion to a vote of the Council. A motion that fails to obtain a second or a majority vote shall die.

9. Manner of Addressing Council - Time Limit.

- a. Each person addressing the Council shall step up to the microphone, shall state their name and city of residence in an audible tone of voice for the record and, unless further time is granted by the presiding officer, shall limit their address to three (3) minutes. If significant numbers of persons desire to speak on a given item, the presiding officer has the discretion to limit speaking times and/or alter the sequence of hearing matters on the agenda. Longer time limits may be permitted for an applicant, appellant, or spokesperson for a larger group, at the discretion of the presiding officer.
- b. Whenever any group of persons wishes to address the

Council on the same subject matter, it shall be proper for the presiding officer to request that a spokesperson be chosen by the group to address the Council and, in case additional matters are to be presented at the time by any other member of the said group, to limit the number of persons so addressing the Council so as to avoid unnecessary repetitions before the Council.

- c. City staff presentations and responses to Council questions are not governed by this time limit.

10. Posting of Agenda.

At least 72 hours before a regular meeting, the City Clerk shall post a certified copy of the agenda specifying the time and location of the regular meeting in a place accessible so as to be available for review by members of the public.

11. Content of Agenda.

Under state law, the City Council is limited to consideration of items which are on a posted agenda. Items may be placed on an agenda by city staff, by the Mayor, or upon the request of an individual Council member in coordination with the City Manager. The City Manager shall be in charge of preparing the Council agenda and all items shall be coordinated with the City Manager. To the fullest extent practicable, any items placed on the agenda by the Mayor, any Council member or City staff should also be listed under "Future Agenda Items" as early as possible to assure the best possible advance notice of the nature of items and discussion which are upcoming.

12. Proclamations and Presentations.

The City of Escondido recognizes members of the public, groups, or other entities in different ways. Individual Councilmembers may request the preparation of a Certificate of Achievement, Acknowledgment, or Recognition (depending on the

circumstances) to be presented in their individual capacity as a member of the City Council. Such certificates shall be prepared by the City Manager's office in a manner such as to preserve consistency in design and form of the City. Such certificates shall be requested directly from the City Manager's office, with ample advance notice to the City Manager's office to enable preparation and delivery. Each Council member requesting a certificate shall be solely responsible for providing the content and verifying the accuracy of the document. Multiple Councilmembers may sign and present such certificates subject to coordination among themselves.

The Mayor and any Councilmember may also recommend the public acknowledgement of any member of the public, group, entity or matter of public interest through the issuance and presentation of a formal proclamation on behalf of the City of Escondido. Such recommendations shall be made in coordination with the City Manager's office. Upon approval by the Mayor, such proclamations shall then be prepared by the City Manager's office in a manner such as to preserve consistency in design and form of the City. Proclamations will normally be signed on behalf of the City by the Mayor. However, if some or all City Councilmembers also wish to sign a proclamation, and signatures can be obtained in a timely manner, proclamations may be signed by the full City Council or by those members wishing to sign the document. Proclamations shall normally be presented by the Mayor at the commencement of a meeting of the City Council, unless circumstances dictate the presentation of the proclamation elsewhere. Any disagreement with whether or not such a proclamation shall be issued shall be resolved by a majority vote of the City Council.

The Mayor or any Councilmember may request that a presentation to the City Council at a regular meeting be made by members of the public, other public entities, or other groups, on issues of interest to the City Council or members of the public. Such

presentations shall be coordinated with the Mayor and the City Manager's office and shall be subject to scheduling in a manner that does not interfere with the need to conduct normal City business. Any disagreement with whether or not such a presentation is to be scheduled shall be resolved by a majority vote of the City Council.

13. Closing Time of Council Meetings.

No agenda item may be introduced after the hour of 10:00 p.m.; however, the meeting may be extended beyond 10:00 p.m. upon a majority vote of the Council members.

14. Processing of Motions.

- a. When a motion is made, it shall be stated clearly and concisely by its mover. After a motion is made and seconded, it may be stated by the presiding officer before debate. A motion may be withdrawn by the mover without consent of the Council members.
- b. The presiding officer shall at any time by majority consent of the Council members, permit a Council member to propose the reordering of agenda items.
- c. If a question contains two or more divisible propositions, the presiding officer may, and upon request of a Council member shall, divide the same.

15. Precedence of Motions.

- a. When a motion is before the Council, no motion shall be entertained except (precedence in order indicated):
 - (1) To adjourn
 - (2) To fix hour of adjournment
 - (3) To lay on the table

- (4) For the previous question
 - (5) To postpone to a certain day
 - (6) To refer
 - (7) To amend
 - (8) To postpone indefinitely
- b. A motion to adjourn shall be in order any time, except as follows:
- (1) When repeated without intervening business or discussion
 - (2) When made as an interruption of a Council member while speaking
 - (3) When the previous question has been ordered
 - (4) While a vote is being taken
- c. A motion to adjourn "to another time" is debatable only as to the time to which the meeting is adjourned.
- d. A motion to table or lay on the table is not debatable and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" only by adding it to the agenda of the next regular meeting, to be discussed at the following regular meeting.
- e. A motion for previous question shall close debate on the main motion and shall be undebatable. The statement by a Council member of "question" does not accomplish the same purpose. If a motion fails, debate is reopened; if motion passes, then vote shall be taken on the main motion.
- f. A motion to amend shall be in order and is debatable only as to amendment. A motion to amend an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order but an amendment relating to a different matter shall not be in order. A

substitute motion on the same subject shall be acceptable and amendments are to be voted first, then the main motion is amended.

g. A motion to postpone indefinitely shall be fully debatable and if the same is adopted, the principal motion shall be declared lost. A motion to postpone to a definite time shall be amendable and debatable as to propriety of postponement and time set.

h. A motion to refer shall not be debatable except for the propriety of referring.

16. Administrative Mandamus.

Persons who are dissatisfied with a decision of the City Council may have the right to seek review of that decision by a court. In addition, the City has adopted Section 1094.6 of the Code of Civil Procedure which generally limits to ninety (90) days the time within which the decision of City boards and agencies may be judicially challenged.

17. Appeals; Continuances.

Any person appealing an action of a City Board or Commission or City Staff to the City Council has a right to two two-week postponements of the initial hearing scheduled on the appeal. After exhaustion of this right, the appeal shall be considered withdrawn. This procedure shall not limit the ability of the City Council to continue a hearing which has commenced to a subsequent meeting to receive additional public testimony or information from City Staff.

18. Reconsideration.

Any member of the Council, voting in the majority on any action of the Council, may at the same meeting, or at a subsequent time, request the Council reconsider an action. A reconsideration request made by a member of the Council voting in the minority shall not be allowed, except when made more than one (1) year after the date of the original action.

All requests for reconsideration of a Council action shall be provided to each Council member, and the City Manager in writing or via electronic mail, and the request shall be placed on the next available agenda. In the event an item to be reconsidered requires public notice, it shall be calendared and noticed after Council determines when reconsideration shall occur.

19. Personal Privilege.

The right of any Council member to address the Council on a question of personal privilege shall be limited to cases in which his/her integrity, character or motives are questioned.

20. Council Conduct.

Each member of the Council shall act in a courteous and respectful manner to all members of the Council, including providing each member the full opportunity to ask questions, voice opinions and make statements without interruption during closed and open sessions of the Council.

21. Parliamentarian.

A majority vote of the Council shall generally control matters of procedure not addressed by this Resolution. The City Attorney shall decide all other questions of interpretations of these rules and any other questions of a parliamentary nature which may arise at a City Council meeting.

22. Voting and Non-Profit Entity Membership.

It shall be the policy of this Council that a council member who serves on the governing board of a private non-profit entity shall not participate in the discussion or voting process to determine whether or not that entity receives City funds. In the event the request of a non-profit entity with a council member on its governing board is part of

a larger request involving several items, or is part of the budget process, a separate vote shall be taken to allow the necessary abstention.

23. Selection of Chairperson.

In the event that the Mayor and the Deputy Mayor are absent from a City Council meeting, the three remaining Council members present shall promptly determine which Council member will conduct and serve as the chairperson of the meeting.

24. Decorum and Security.

- a. While the City Council is in session, the Council members, staff, and members of the public are expected to act in a manner to preserve order and decorum for the meeting. No person shall engage in disorderly or disruptive behavior during the meeting. No person shall, either by conversation, applause, shouting, or any other conduct, interrupt or delay the proceedings.
- b. The City Manager, in coordination with the Mayor and/or Deputy Mayor, are authorized to and shall designate and post signs specifying those areas of the Chamber for the media wishing to record the meeting, areas for staff presentations, and areas which are restricted to City employees and elected officials.
- c. Signs, placards, posters, or similar objects which are larger than 8.5 by 11 inches and which disrupt the proceedings shall not be displayed during Council proceedings by members of the public.

Section B: City Council Policies.

1. Correspondence with Members of the City Council.

The purpose of this policy is to provide for a coordinated response to correspondence (i.e. letters, emails, and similar items) which is sent to the City generally, or in which the same correspondence is sent in identical fashion to all Council members.

In such circumstances, the Council directs that the Mayor (or as appropriate the City Manager or City Attorney) shall answer such correspondence on behalf of the City, according to the procedure set forth below.

In addition to individual e-mail addresses, the City Manager's Office shall also establish a shared email address by which citizens may direct emails to all Council members at the same time. The shared email address shall be featured on the City's website and in other publications in such a manner as to allow citizens to use the address and thereby communicate with all Council members at the same time. All Council members shall have access to review items in the mailbox at all times. All responses to such emails shall also be sent from the shared mailbox, such that all Council members may review such responses.

With respect to other communications, such as those involving other governmental entities, organizations, and related entities where such communication occurs between the entities rather than specific individuals, the Mayor shall respond on behalf of the City, with copies to all Council members. Matters involving routine city administrative issues shall generally be responded to by either the City Manager or City Attorney, as appropriate, on behalf of the City. With respect to correspondence that consists of invitations to events, the Mayor and Council shall coordinate such invitations with the City Manager's support staff.

Because substantial portions of City Council communication, whether electronic or written, is subject to California's Public Records laws, all City Council communications shall be coordinated with the City Manager for the purpose of compliance with various laws governing public records. All Council members using city computers shall be subject to the City's Administrative Directives regarding computer use.

2. Press Releases.

All press releases on behalf of the City shall be issued on City letterhead and only on behalf of the City generally or the entire City Council. Press releases shall be prepared and coordinated by the City Manager's Office.

3. Council Calendar.

The responsibility for managing the calendars of the City Council and the City Council members shall be delegated to the City Manager's secretary.

4. Audits.

Staff shall informally assist the City Council in a periodic accounting of individual expenditures for travel, phone use, etc.

5. Council Travel Policy.

Council members shall be bound by all City policies, as expressed in Administrative Directives or otherwise, regarding travel on City business.

The City Council shall fix an amount in the City Council budget which each Council member may use for business-related education and travel expenses, including attendance at seminars, conferences and other related educational opportunities. These funds will be separate from any budget established for Council member participation in committees associated with other public agencies and entities. If these funds are not used during the fiscal year appropriated, they shall be returned to the General Fund.

Elected officials shall provide brief reports on meetings attended at the City's expense at the next regular City Council meeting. If multiple elected officials attended, a joint report may be made. Reports may be provided in writing as part of the Agenda packet distribution.

6. Council Communication with Staff.

The Council members shall request information or give direction only to the City Manager or City Attorney, or those persons designated by the City Manager or City

Attorney to assist the Council members in such inquiries or requests. Requests for information should be directed to the City Manager, although incidental or minor requests (not involving analysis or significant time) may be requested directly from department heads, with a copy to the City Manager. Requests which involve change of policy, expenditure of funds, or use of significant staff time shall be submitted to the full Council for approval.

7. Review of Reimbursements.

The Director of Finance or a designee shall review all City Council requests for reimbursement of expenses for consistency with City policy on such expenses.

In all cases, Council members shall be bound by the same policies and procedures adopted and applicable for all City employees on a citywide basis. To the extent such policies provide for per diem reimbursements, auto allowances, and related forms of reimbursement rather than receipt-specific reimbursement, it is hereby determined that such per diem or fixed amount reimbursements, so long as applicable to all city employees, are the best and most efficient method of reimbursing expenses on an actual and necessary basis.

9. Council Salary.

To assure attention to the Council compensation allowable under state law, the City Council shall have an agenda item during a meeting in December of odd numbered years for the purpose of determining whether or not to take action regarding Council compensation.

10. Campaign Activity Funding.

The City Council shall not direct or authorize the expenditure of public funds to prepare or distribute a publication or communication when the style, tenor, and timing of the publication or communication demonstrates that it constitutes traditional

campaign activity or that it supports or opposes the approval or rejection of a ballot measure.

11. Council Use of City Staff for Public Events.

The Council believes that making opportunities available for Council members to interact with the public outside of regular public meetings is a benefit to the Council and residents of the City. The ability to communicate to the public the availability of the Councilmembers for such events is critical to their success.

Council members may request through the City Manager's Office the services of City staff to assist in the hosting of public events related to City business including, but not limited to, the electronic posting of notices of public events involving the Council members on the City's social media platforms. To the greatest extent possible, the amount of staff resources devoted to such efforts shall be equal among all Council members.

To the extent any such staff efforts require time beyond the posting of notices on the City's or related website, the City Manager shall be responsible for determining whether such personnel resources are available, whether there is a sufficient budget to cover the costs related to such efforts, and ensuring that all council members may obtain like and equal services during the course of any fiscal year. Council members shall not use any city staff or resources as part of, or in coordination with, any campaign for public office.

Section C: City Council Ethics Policy.

1. Declaration of Policy.

The respected operation of democratic government emphasizes that elected officials be independent, impartial, and responsible to the people. It requires that they conduct themselves in a manner above reproach.

This Ethics Policy provides the following general guidelines and specific prohibitions to which elected Escondido City Officials must conform in pursuit of their assigned duties and responsibilities. This policy is in addition to all applicable provisions of state law, including the Brown Act, the Political Reform Act and implementing regulations, and all other laws governing the conduct of elected officials.

2. Disclosure of Closed Session Matter.

No member of the City Council shall disclose to any person, other than members of the Council, the City Attorney, the City Manager, or other City staff designated by the City Manager to handle such matters of confidential City business, the content or substance of any information presented or discussed during a closed session meeting unless the City Council first authorizes such disclosure by the affirmative vote of three members.

3. Disclosure of Confidential Communications.

Except when disclosure is mandated by state or federal law, no member of the City Council shall disclose to any person, other than members of the Council, the City Attorney, or the City Manager, or other City staff designated by the City Manager to handle such matters of confidential City business, the content or substance of any confidential or privileged communication relating to matters of City business, received under circumstances where the confidential or privileged nature of the communication is reasonably conveyed, unless the City Council first authorizes such disclosure by the affirmative vote of three members of the City Council.

4. Conduct During Negotiations/Litigation.

The City Council is authorized to provide direction to specifically identified negotiators in a legally constituted closed session on matters involving pending litigation, real estate negotiations, and labor negotiations. If the City Council in closed

session provides such direction to its negotiators, all contact with the negotiating party or the party's representative, shall be limited to, and made by, those individuals designated to handle the negotiations.

During a pending labor negotiation, no member of the City Council shall communicate any negotiating position on behalf of the City or engage in any negotiations for employee salary, benefits or working conditions. In addition, during pending litigation or real estate negotiations, no member of the City Council (unless they have been designated as a negotiator) shall have any contact or discussion with the litigating or negotiating party or the party's representative regarding the subject matter of the pending litigation or real estate negotiations.

No member of the City Council shall communicate or disclose to any person, other than members of the Council, the City Attorney, the City Manager, or other City staff designated by the City Manager to handle such matters of confidential City business, any discussion or information received in closed session regarding the negotiation or litigation.

Nothing in this section shall prohibit Council members from receiving written communications provided they are made available to all Council members, the City Manager, the City Attorney, and the City's designated negotiators on an equal basis.

5. Ex Parte Communications.

The purpose of this provision is to guarantee that all interested parties to any adjudicatory matter before the City Council have equal opportunity to express and represent their interests. Ex parte communications are those communications members of the City Council have with representatives of only one side of a matter outside the presence of other interested parties on a matter relevant to an adjudicatory proceeding.

A communication concerning only the status of a pending matter shall not be regarded as an ex parte communication.

Any written or oral ex parte communication received by a member of the City Council in matters where all interested parties are entitled to an equal opportunity for a hearing shall be made a part of the record by the recipient.

6. Violations and Penalties.

Any violation of this Ethics Policy by a member of the City Council shall constitute official misconduct if determined by an affirmative vote of three members of the City Council in an open and public meeting. In addition to any criminal or civil penalties provided for by federal, state or other local law, any violation of this Ethics Policy shall constitute a cause for censure by City Council adoption of a Resolution of Censure.

RESOLUTION NO. 2023-111R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AMENDING AND
READOPTING RULES OF PROCEDURE FOR CITY COUNCIL
MEETINGS AND CITY COUNCIL POLICIES

WHEREAS, the City Council of the City of Escondido, State of California, has previously adopted resolutions which provide Rules of Order and Procedure for City Council meetings and certain written policies governing Council procedures, methods of operation and ethics which are amended from time to time; and

WHEREAS, the City Council wishes to re-adopt its Rules and Policies for the purpose of including certain amendments and clarifications.

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

1. That the above recitations are true.
2. That the following Rules shall govern the City Council:

Section A: Rules of Order and Procedure

1. Time of Regular Meetings.

Unless the City Council schedules otherwise or cancels a meeting, the City Council shall hold regular meetings at 4:00 p.m. commencing with closed session items and thereafter at 5:00 p.m. commencing with a public session on each of the first four (4) Wednesdays of each calendar month at the City Hall.

2. Matters Covered.

For the purpose of efficiently focusing only on matters affecting the City of Escondido, the Council should consider those resolutions, motions or matters which affect the conduct of the business of the City of Escondido or its corporate powers or duties as a municipal corporation, or such resolutions or motions supporting or

disapproving legislation or actions pending in the Legislature of the State of California, the Congress of the United States or before any officer or agency of said State or nation where such proposed legislation or action, if adopted, will affect the conduct of the municipal business or the powers and duties of the City of Escondido or its officers or employees as such.

3. Order of Business. Regular business of the Council at the 5:00 p.m. public session shall be taken up for consideration in substantially the following order, except as may be otherwise ordered by the Mayor or Council:

- a. Moment of Reflection
- b. Flag Salute
- c. Roll Call
- d. Closed Session Report
- e. Proclamations/Presentations
- f. Oral Communications (up to 15 minutes or as directed by the Mayor)
- g. Consent Calendar, including Affidavits of Publications, Mailing, Posting, Warrant Register & Minutes Approval
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Those items on the Council agenda which are generally considered routine matter of business such as the approval of minutes, approval of the warrant register, Notices of Project Completion, Treasurer's Quarterly Investment Report, certain contract and grant

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5. Oral Communications.

Time has been reserved near the beginning and end of each regular meeting agenda to provide an opportunity for members of the public to directly address the Council on items of interest to the public. The Mayor as the presiding officer may set a limit on the time at the beginning of the meeting devoted to oral communications and may at his or her discretion reduce or extend the time for a speaker or speaker representative to address the Council consistent with the Ralph M. Brown Act. Members of the public that speak during "Oral Communications" may not demand audio/visual support from the City Clerk or City Staff. Comments on an item already appearing on the agenda shall only be taken at the time reserved for discussion of that agenda item. No action will be taken by the Council on items discussed under Oral Communications, except to refer the matter to staff or schedule for future action.

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Members of the public can submit comments electronically through the City's Website for items on the agenda as well as "Oral Communications." Comments

submitted electronically will be provided to the City Council by the City Clerk prior to the council meeting and read out loud by the City Clerk during the Council Meeting for which the comments apply. Those comments shall thereafter be permanently filed with the minutes of the meeting.

7. Council Member Reports.

The Council Member Report agenda item provides members of the Council an opportunity to report matters of general interest to the public and their fellow Council Members. No actions, votes or further discussions shall occur on any such matter(s).

8. Council Action on Agenda Matters.

Prior to any vote or discussion by the Council on a matter to be decided on the agenda, City staff shall provide a presentation and/or answer questions, if requested, and thereafter, any Council member may seek recognition by the presiding officer and make a motion to adopt such item, and thereafter, the presiding officer shall determine if another Council member, including the presiding officer, seconds the motion. If the motion receives a second, the matter may be debated before putting the motion to a vote of the Council. A motion that fails to obtain a second or a majority vote shall die.

9. Manner of Addressing Council - Time Limit.

- a. Each person addressing the Council shall step up to the microphone, shall state their name and city of residence in an audible tone of voice for the record and, unless further time is granted by the presiding officer, shall limit their address to three (3) minutes. If significant numbers of persons desire to speak on a given item, the presiding officer has the discretion to limit speaking times and/or alter the sequence of hearing matters on the agenda. Longer time limits may be permitted for an applicant, appellant, or spokesperson for a larger group, at the discretion of the

presiding officer.

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Under state law, the City Council is limited to consideration of items which are on a posted agenda. Items may be placed on an agenda by city staff, by the Mayor, or upon the request of an individual Council member in coordination with the City Manager. The City Manager shall be in charge of preparing the Council agenda and all items shall be coordinated with the City Manager. To the fullest extent practicable, any items placed on the agenda by the Mayor, any Council member or City staff should also be listed under "Future Agenda Items" as early as possible to assure the best possible advance notice of the nature of items and discussion which are upcoming.

12. Proclamations and Presentations.

The City of Escondido recognizes members of the public, groups, or other entities in different ways. Individual Councilmembers may request the preparation of a Certificate of Achievement, Acknowledgment, or Recognition (depending on the circumstances) to be presented in their individual capacity as a member of the City Council. Such certificates shall be prepared by the City Manager's office in a manner such as to preserve consistency in design and form of the City. Such certificates shall be requested directly from the City Manager's office, with ample advance notice to the City Manager's office to enable preparation and delivery. Each Council member requesting a certificate shall be solely responsible for providing the content and verifying the accuracy of the document. Multiple Councilmembers may sign and present such certificates subject to coordination among themselves.

The Mayor and any Councilmember may also recommend the public acknowledgement of any member of the public, group, entity or matter of public interest through the issuance and presentation of a formal proclamation on behalf of the City of Escondido. Such recommendations shall be made in coordination with the City Manager's office. Upon approval by the Mayor, such proclamations shall then be prepared by the City Manager's office in a manner such as to preserve consistency in design and form of the City. Proclamations will normally be signed on behalf of the City by the Mayor. However, if some or all City Councilmembers also wish to sign a proclamation, and signatures can be obtained in a timely manner, proclamations may be signed by the full City Council or by those members wishing to sign the document. Proclamations shall normally be presented by the Mayor at the commencement of a meeting of the City Council, unless circumstances dictate the presentation of the proclamation elsewhere. Any disagreement with whether or not such a proclamation shall be issued shall be resolved by a majority vote of the City Council.

The Mayor or any Councilmember may request that a presentation to the City Council at a regular meeting be made by members of the public, other public entities, or other groups, on issues of interest to the City Council or members of the public. Such presentations shall be coordinated with the Mayor and the City Manager's office and shall be subject to scheduling in a manner that does not interfere with the need to conduct normal City business. Any disagreement with whether or not such a presentation is to be scheduled shall be resolved by a majority vote of the City Council.

13. Closing Time of Council Meetings.

No agenda item may be introduced after the hour of 10:00 p.m.; however, the meeting may be extended beyond 10:00 p.m. upon a majority vote of the Council members.

14. Processing of Motions.

- a. When a motion is made, it shall be stated clearly and concisely by its mover. After a motion is made and seconded, it may be stated by the presiding officer before debate. A motion may be withdrawn by the mover without consent of the Council members.
- b. The presiding officer shall at any time by majority consent of the Council members, permit a Council member to propose the reordering of agenda items.
- c. If a question contains two or more divisible propositions, the presiding officer may, and upon request of a Council member shall, divide the same.

15. Precedence of Motions.

- a. When a motion is before the Council, no motion shall be entertained except (precedence in order indicated):

- (1) To adjourn
- (2) To fix hour of adjournment
- (3) To lay on the table
- (4) For the previous question
- (5) To postpone to a certain day
- (6) To refer
- (7) To amend
- (8) To postpone indefinitely

b. A motion to adjourn shall be in order any time, except as follows:

- (1) When repeated without intervening business or discussion
- (2) When made as an interruption of a Council member while speaking
- (3) When the previous question has been ordered
- (4) While a vote is being taken

c. A motion to adjourn "to another time" is debatable only as to the time to which the meeting is adjourned.

d. A motion to table or lay on the table is not debatable and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" only by adding it to the agenda of the next regular meeting, to be discussed at the following regular meeting.

e. A motion for previous question shall close debate on the main motion and shall be undebatable. The statement by a Council member of "question" does not accomplish the same purpose. If a motion fails, debate is reopened; if motion passes, then vote shall be taken on the main motion.

- f. A motion to amend shall be in order and is debatable only as to amendment. A motion to amend an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order but an amendment relating to a different matter shall not be in order. A substitute motion on the same subject shall be acceptable and amendments are to be voted first, then the main motion is amended.
- g. A motion to postpone indefinitely shall be fully debatable and if the same is adopted, the principal motion shall be declared lost. A motion to postpone to a definite time shall be amendable and debatable as to propriety of postponement and time set.
- h. A motion to refer shall not be debatable except for the propriety of referring.

16. Administrative Mandamus.

Persons who are dissatisfied with a decision of the City Council may have the right to seek review of that decision by a court. In addition, the City has adopted Section 1094.6 of the Code of Civil Procedure which generally limits to ninety (90) days the time within which the decision of City boards and agencies may be judicially challenged.

17. Appeals; Continuances.

Any person appealing an action of a City Board or Commission or City Staff to the City Council has a right to two two-week postponements of the initial hearing scheduled on the appeal. After exhaustion of this right, the appeal shall be considered withdrawn. This procedure shall not limit the ability of the City Council to continue a hearing which has commenced to a subsequent meeting to receive additional public testimony or information from City Staff.

18. Reconsideration.

Any member of the Council, voting in the majority on any action of the Council, may at the same meeting, or at a subsequent time, request the Council reconsider an action. A reconsideration request made by a member of the Council voting in the minority shall not be allowed, except when made more than one (1) year after the date of the original action.

All requests for reconsideration of a Council action shall be provided to each Council member, and the City Manager in writing or via electronic mail, and the request shall be placed on the next available agenda. In the event an item to be reconsidered requires public notice, it shall be calendared and noticed after Council determines when reconsideration shall occur.

19. Personal Privilege.

The right of any Council member to address the Council on a question of personal privilege shall be limited to cases in which his/her integrity, character or motives are questioned.

20. Council Conduct.

Each member of the Council shall act in a courteous and respectful manner to all members of the Council, including providing each member the full opportunity to ask questions, voice opinions and make statements without interruption during closed and open sessions of the Council.

21. Parliamentarian.

A majority vote of the Council shall generally control matters of procedure not addressed by this Resolution. The City Attorney shall decide all other questions of interpretations of these rules and any other questions of a parliamentary nature which may arise at a City Council meeting.

22. Voting and Non-Profit Entity Membership.

It shall be the policy of this Council that a council member who serves on the governing board of a private non-profit entity shall not participate in the discussion or voting process to determine whether or not that entity receives City funds. In the event the request of a non-profit entity with a council member on its governing board is part of a larger request involving several items, or is part of the budget process, a separate vote shall be taken to allow the necessary abstention.

23. Selection of Chairperson.

In the event that the Mayor and the Deputy Mayor are absent from a City Council meeting, the three remaining Council members present shall promptly determine which Council member will conduct and serve as the chairperson of the meeting.

24. Decorum and Security.

- a. While the City Council is in session, the Council members, staff, and members of the public are expected to act in a manner to preserve order and decorum for the meeting. No person shall engage in disorderly or disruptive behavior during the meeting. No person shall, either by conversation, applause, shouting, or any other conduct, interrupt or delay the proceedings.
- b. The City Manager, in coordination with the Mayor and/or Deputy Mayor, are authorized to and shall designate and post signs specifying those areas of the Chamber for the media wishing to record the meeting, areas for staff presentations, and areas which are restricted to City employees and elected officials.
- c. Signs, placards, posters, or similar objects which are larger than 8.5 by 11 inches and which disrupt the proceedings shall not be displayed during Council proceedings by members of the public.

1. Correspondence with Members of the City Council.

The purpose of this policy is to provide for a coordinated response to correspondence (i.e. letters, emails, and similar items) which is sent to the City generally, or in which the same correspondence is sent in identical fashion to all Council members. In such circumstances, the Council directs that the Mayor (or as appropriate the City Manager or City Attorney) shall answer such correspondence on behalf of the City, according to the procedure set forth below.

In addition to individual e-mail addresses, the City Manager's Office shall also establish a shared email address by which citizens may direct emails to all Council members at the same time. The shared email address shall be featured on the City's website and in other publications in such a manner as to allow citizens to use the address and thereby communicate with all Council members at the same time. All Council members shall have access to review items in the mailbox at all times. All responses to such emails shall also be sent from the shared mailbox, such that all Council members may review such responses.

With respect to other communications, such as those involving other governmental entities, organizations, and related entities where such communication occurs between the entities rather than specific individuals, the Mayor shall respond on behalf of the City, with copies to all Council members. Matters involving routine city administrative issues shall generally be responded to by either the City Manager or City Attorney, as appropriate, on behalf of the City. With respect to correspondence that consists of invitations to events, the Mayor and Council shall coordinate such invitations with the City Manager's support staff.

Because substantial portions of City Council communication, whether electronic or written, is subject to California's Public Records laws, all City Council communications

shall be coordinated with the City Manager for the purpose of compliance with various laws governing public records. All Council members using city computers shall be subject to the City's Administrative Directives regarding computer use.

2. Press Releases.

All press releases on behalf of the City shall be issued on City letterhead and only on behalf of the City generally or the entire City Council. Press releases shall be prepared and coordinated by the City Manager's Office.

3. Council Calendar.

The responsibility for managing the calendars of the City Council and the City Council members shall be delegated to the City Manager's secretary.

4. Audits.

Staff shall informally assist the City Council in a periodic accounting of individual expenditures for travel, phone use, etc.

5. Council Travel Policy.

Council members shall be bound by all City policies, as expressed in Administrative Directives or otherwise, regarding travel on City business.

The City Council shall fix an amount in the City Council budget which each Council member may use for business-related education and travel expenses, including attendance at seminars, conferences and other related educational opportunities. These funds will be separate from any budget established for Council member participation in committees associated with other public agencies and entities. If these funds are not used during the fiscal year appropriated, they shall be returned to the General Fund.

Elected officials shall provide brief reports on meetings attended at the City's expense at the next regular City Council meeting. If multiple elected officials attended, a

joint report may be made. Reports may be provided in writing as part of the Agenda packet distribution.

6. Council Communication with Staff.

The Council members shall request information or give direction only to the City Manager or City Attorney, or those persons designated by the City Manager or City Attorney to assist the Council members in such inquiries or requests. Requests for information should be directed to the City Manager, although incidental or minor requests (not involving analysis or significant time) may be requested directly from department heads, with a copy to the City Manager. Requests which involve change of policy, expenditure of funds, or use of significant staff time shall be submitted to the full Council for approval.

7. Review of Reimbursements.

The Director of Finance or a designee shall review all City Council requests for reimbursement of expenses for consistency with City policy on such expenses.

In all cases, Council members shall be bound by the same policies and procedures adopted and applicable for all City employees on a citywide basis. To the extent such policies provide for per diem reimbursements, auto allowances, and related forms of reimbursement rather than receipt-specific reimbursement, it is hereby determined that such per diem or fixed amount reimbursements, so long as applicable to all city employees, are the best and most efficient method of reimbursing expenses on an actual and necessary basis.

9. Council Salary.

To assure attention to the Council compensation allowable under state law, the City Council shall have an agenda item during a meeting in December of odd numbered

years for the purpose of determining whether or not to take action regarding Council compensation.

10. Campaign Activity Funding.

The City Council shall not direct or authorize the expenditure of public funds to prepare or distribute a publication or communication when the style, tenor, and timing of the publication or communication demonstrates that it constitutes traditional campaign activity or that it supports or opposes the approval or rejection of a ballot measure.

11. Council Use of City Staff for Public Events.

The Council believes that making opportunities available for Council members to interact with the public outside of regular public meetings is a benefit to the Council and residents of the City. The ability to communicate to the public the availability of the Councilmembers for such events is critical to their success.

Council members may request through the City Manager's Office the services of City staff to assist in the hosting of public events related to City business including, but not limited to, the electronic posting of notices of public events involving the Council members on the City's social media platforms. To the greatest extent possible, the amount of staff resources devoted to such efforts shall be equal among all Council members.

To the extent any such staff efforts require time beyond the posting of notices on the City's or related website, the City Manager shall be responsible for determining whether such personnel resources are available, whether there is a sufficient budget to cover the costs related to such efforts, and ensuring that all council members may obtain like and equal services during the course of any fiscal year. Council members shall not

use any city staff or resources as part of, or in coordination with, any campaign for public office.

Section C: City Council Ethics Policy.

1. Declaration of Policy.

The respected operation of democratic government emphasizes that elected officials be independent, impartial, and responsible to the people. It requires that they conduct themselves in a manner above reproach.

This Ethics Policy provides the following general guidelines and specific prohibitions to which elected Escondido City Officials must conform in pursuit of their assigned duties and responsibilities. This policy is in addition to all applicable provisions of state law, including the Brown Act, the Political Reform Act and implementing regulations, and all other laws governing the conduct of elected officials.

2. Disclosure of Closed Session Matter.

No member of the City Council shall disclose to any person, other than members of the Council, the City Attorney, the City Manager, or other City staff designated by the City Manager to handle such matters of confidential City business, the content or substance of any information presented or discussed during a closed session meeting unless the City Council first authorizes such disclosure by the affirmative vote of three members.

3. Disclosure of Confidential Communications.

Except when disclosure is mandated by state or federal law, no member of the City Council shall disclose to any person, other than members of the Council, the City Attorney, or the City Manager, or other City staff designated by the City Manager to handle such matters of confidential City business, the content or substance of any confidential or privileged communication relating to matters of City business, received

under circumstances where the confidential or privileged nature of the communication is reasonably conveyed, unless the City Council first authorizes such disclosure by the affirmative vote of three members of the City Council.

4. Conduct During Negotiations/Litigation.

The City Council is authorized to provide direction to specifically identified negotiators in a legally constituted closed session on matters involving pending litigation, real estate negotiations, and labor negotiations. If the City Council in closed session provides such direction to its negotiators, all contact with the negotiating party or the party's representative, shall be limited to, and made by, those individuals designated to handle the negotiations.

During a pending labor negotiation, no member of the City Council shall communicate any negotiating position on behalf of the City or engage in any negotiations for employee salary, benefits or working conditions. In addition, during pending litigation or real estate negotiations, no member of the City Council (unless they have been designated as a negotiator) shall have any contact or discussion with the litigating or negotiating party or the party's representative regarding the subject matter of the pending litigation or real estate negotiations.

No member of the City Council shall communicate or disclose to any person, other than members of the Council, the City Attorney, the City Manager, or other City staff designated by the City Manager to handle such matters of confidential City business, any discussion or information received in closed session regarding the negotiation or litigation.

Nothing in this section shall prohibit Council members from receiving written communications provided they are made available to all Council members, the City Manager, the City Attorney, and the City's designated negotiators on an equal basis.

5. Ex Parte Communications.

The purpose of this provision is to guarantee that all interested parties to any adjudicatory matter before the City Council have equal opportunity to express and represent their interests. Ex parte communications are those communications members of the City Council have with representatives of only one side of a matter outside the presence of other interested parties on a matter relevant to an adjudicatory proceeding. A communication concerning only the status of a pending matter shall not be regarded as an ex parte communication.

Any written or oral ex parte communication received by a member of the City Council in matters where all interested parties are entitled to an equal opportunity for a hearing shall be made a part of the record by the recipient.

6. Violations and Penalties.

Any violation of this Ethics Policy by a member of the City Council shall constitute official misconduct if determined by an affirmative vote of three members of the City Council in an open and public meeting. In addition to any criminal or civil penalties provided for by federal, state or other local law, any violation of this Ethics Policy shall constitute a cause for censure by City Council adoption of a Resolution of Censure.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof the 16th day of AUGUST, 2023 by the following vote to wit:

AYE : Councilmembers: GARCIA, GARCIA, MARTINEZ, MORASCO

NOES : Councilmembers: WHITE

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:
Dane White
19FFE5DB8C3B409...
DANE WHITE, Mayor of the
City of Escondido, California

ATTEST:

DocuSigned by:
Zack Beck
A58535D0BDC1430...

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

RESOLUTION NO. 2023-111R



Thu 11/2/2023 6:47 AM

Christian Garcia

Reconsideration

To: Dane White; Michael Morasco; Consuelo Martinez; Joe M. Garcia

Cc: Sean McGlynn; Zachary Beck

 Follow up. Start by Thursday, November 2, 2023. Due by Thursday, November 2, 2023.
You forwarded this message on 11/2/2023 8:22 AM.

Dear Colleagues,

I hope this email finds you well. I wanted to let you know that per Section 18 of Resolution No. 2023-111R (attached), I am placing a reconsideration of the Public Comment Policy (Item 14) from the August 16, 2023 City Council Meeting (minutes attached) on the next available City Council Agenda.

Thanks for all you for the City of Escondido. It is a privilege to serve alongside you. Hope you have a great day.



Christian Garcia
Council Member - District 3
City Council | City of Escondido
Direct: 760-839-4610
www.escondido.org



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION

I. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)

- a. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Police Officers' Association Sworn Personnel Bargaining Unit
- b. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Police Officers' Association Non-Sworn Personnel Bargaining Unit
- c. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Firefighters' Association Safety and Non-safety Bargaining Unit
- d. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: ECEA Unit (SUP)
- e. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Maintenance and Operations Bargaining Unit (Teamsters Local 911 and ACE)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

II. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code § 54956.8)

- a. Property: 272 Via Rancho Pkwy., Escondido (North County Mall)
- b. Agency Negotiator: Sean McGlynn, City Manager or designee
- c. Negotiating Parties: Steerpoint Capital and affiliates
- d. Under Negotiation: Price and Terms of Ground Lease

ADJOURNMENT

Mayor White adjourned the meeting at 4:37 p.m.

DocuSigned by:

Dane White

19FFE5DB8C3B409...

MAYOR

DocuSigned by:

Jack Beck

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CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

Nancy Burian – Thanked the City for hosting the Gold Star Families Public Forum with Congressman Issa and expressed concern regarding the homelessness issue in Escondido.

CONSENT CALENDAR

Motion: Martinez; Second: J. Garcia; Approved: 5-0.

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

2. **APPROVAL OF WARRANT REGISTER (COUNCIL) -**

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

- 375634 - 375871 dated July 26, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. **APPROVAL OF MINUTES: None**



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

5. NOTICE OF COMPLETION FOR THE W 7TH AVENUE AND S BROADWAY WATER MAIN REPLACEMENT PROJECT

Request the City Council adopt Resolution No. 2023-99, authorizing the Deputy City Manager / Director of Utilities to file a Notice of Completion for the W 7th Avenue and S Broadway Water Main Replacement Project ("Project"). (File Number 0600-95)

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

Presenter: Angela Morrow, Deputy Director of Utilities

a) Resolution No. 2023-99

6. AWARD CONTRACT FOR CONSTRUCTION OF THE WASHINGTON PARK FUTSAL SOCCER COURTS

Request the City Council adopt Resolution No. 2023-88 awarding a construction contract to Ace Electric, Inc., determined to be the lowest responsible and responsive bidder, approving the budget adjustment request, and authorizing the Mayor on behalf of the City, to execute a Public Improvement Agreement in the amount of \$334,000 for construction of the Washington Park Futsal Soccer Courts ("Project"). (File Number 0600-10; A-3470)

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Development Services Director, and Julie Procopio, City Engineer)

Presenter: Julie Procopio, City Engineer

a) Resolution No. 2023-88

7. REJECT ALL BIDS FOR THE 2023 STREET MAINTENANCE PROJECT - PHASE 2

Request the City Council adopt Resolution No. 2023-106, rejecting all bids for the 2023 Street Rehabilitation and Maintenance Project – Phase 2 ("Project"), and authorizing staff to re-bid the project. (File Number 0470-45)

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

Presenter: Marissa Padilla, Associate Engineer

a) Resolution No. 2023-106



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

8. ON-CALL BUILDING SERVICES CONTRACT AWARDS

Request the City Council adopt Resolution No. 2023-108, authorizing the Mayor to execute, on behalf of the City, a Consulting Agreement with Interwest Consulting Group, Inc., a Colorado corporation, for three-years with one (1) option to extend the Consulting Agreement for one (1) year. Request the City Council adopt Resolution No. 2023-109, authorizing the Mayor to execute, on behalf of the City, a Consulting Agreement with NV5, Inc., a California corporation, for three-years with one (1) option to extend the Consulting Agreement for one (1) year; and approve a budget adjustment request in the amount of \$529,430 for professional services for dedicated building inspection services for the Palomar Heights project. (File Number 0600-10; A-3471-A; 0600-10; A-3471-B)

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

Presenter: Andrew Firestine, Director of Development Services

a) Resolution No. 2023-108

b) Resolution No. 2023-109

9. TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED June 30, 2023

Request the City Council approve the Quarterly Investment Report for the quarter ended June 30, 2023. (File Number 0400-85)

Staff Recommendation: Approval (City Treasurer's Office: Douglas Shultz, City Treasurer)

Presenter: Douglas Shultz, City Treasurer

10. FISCAL YEAR 2022/23 PAUL COVERDELL FORENSIC IMPROVEMENT PROGRAM GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2023-104 authorizing the Chief of Police or his designee to accept a FY 2022-23 California Office of Emergency Services (CalOES) Paul Coverdell Forensic Science Improvement Program Grant in the amount of \$52,446; execute all documents necessary for the management and completion of the grant scope; and authorize the necessary budget adjustment needed to spend grant funds. (File Number 0480-70)

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

Presenter: Edward Varso, Chief of Police

a) Resolution No. 2023-104



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

PUBLIC HEARINGS

11. PHG20-0033/PL22-0216 – AN APPEAL OF THE PLANNING COMMISSION’S DECISION TO DENY A CONDITIONAL USE PERMIT AND GRADING EXEMPTION FOR THE CONSTRUCTION OF A 45-BED LICENSED RESIDENTIAL CARE FACILITY

Request the City Council adopt Resolution No. 2023-103, granting the appeal of the Planning Commission’s decision to deny the Conditional Use Permit and Grading Exemption for the construction of a 45-bed Licensed Residential Care Facility. (File Number 0120-15)

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

Presenter: Ivan Flores, Associate Planner

a) Resolution No. 2023-103

Kamilah Brown – Expressed opposition to the item.

Chancellor Brown – Expressed opposition to the item.

Josh Vierra – Expressed opposition to the item.

Lisa Duncan – Expressed opposition to the item.

Chad Brittan – Expressed opposition to the item.

Nancy Brittan – Expressed opposition to the item.

Patti Smith – Expressed opposition to the item.

Joseph Porter – Expressed opposition to the item.

Connie Howes – Expressed opposition to the item.

Anthony Manzo – Expressed opposition to the item.

David Woelke – Expressed opposition to the item.

David Woelke Jr. – Expressed opposition to the item.

Alta Woelke – Expressed opposition to the item.

Kiera Murphy – Expressed opposition to the item.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

David Ruscetta – Expressed opposition to the item.

Tamara Singler – Expressed opposition to the item.

James Singler – Expressed opposition to the item.

Harry Brittan – Expressed opposition to the item.

Ken Smith – Expressed opposition to the item.

Rick Runnell – Expressed opposition to the item.

Jack Schaefer – Expressed opposition to the item.

Lee Struss – Expressed opposition to the item.

Amare Rivera – Expressed opposition to the item.

Cynthia Jesch – Expressed opposition to the item.

Cherese Brown – Expressed opposition to the item.

Amare Rivera – Expressed support for the item.

John Beery – Expressed support for the item.

Leslie Wang – Expressed support for the item.

Motion to deny the appeal: J. Garcia; Second: White; Approved: 3-2 (Morasco, C. Garcia – No)

12. PL23-0109 – DOWNTOWN SPECIFIC PLAN TEXT AMENDMENT

Request the City Council adopt Ordinance No. 2023-11 amending the list of permitted uses within the Downtown Specific Plan to allow “All types of eating establishments providing meal service from an on-site operating commercial-grade kitchen, and / or dessert service from an on-site operating commercial-grade freezer/refrigerator facility with, or without, incidental sale of alcohol (including micro-breweries and outdoor dining, but with no drive-through), with no live amplified entertainment or dancing” within the Creekside Neighborhood District. (File Number 0810-20)

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

Presenter: Ivan Flores, Associate Planner



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

a) Ordinance No. 2023-11 (First Reading and Introduction)

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

CURRENT BUSINESS

13. CAMPAIGN CONTRIBUTION UPDATE

Request the City Council receive and file an update on campaign contribution regulations in the State of California. (File Number 0640-40)

Staff Recommendation: Receive and File (City Clerk's Office: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk

Mayor White moved this item to a future date.

14. PUBLIC COMMENT POLICY

Request the City Council consider and provide direction to staff regarding the City of Escondido's ("City") current public comment policy. (File Number 0610-90)

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

Presenter: Zack Beck, City Clerk

a) Resolution No. 2023-111R

Maria Wallace – Expressed concern with moving "oral communications" to the end of the meeting.

Chris Nava – Expressed concern with moving "oral communications" to the end of the meeting.

Rosette Garcia – Expressed concern with modifying the current public comment policy.

Georgine Tomasi – Expressed concern with modifying the current public comment policy.

Ana Marie Velasco – Expressed concern with modifying the current public comment policy.

Janet Seeley – Expressed concern with modifying the current public comment policy.

Laura Hunter – Expressed concern with moving "oral communications" to the end of the meeting.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Pam Albergo – Expressed concern with moving “oral communications” to the end of the meeting.

Betsy Byrnes – Expressed concern with moving “oral communications” to the end of the meeting.

Linda Schaefer – Expressed concern with moving “oral communications” to the end of the meeting.

Patricia Borchmann – Expressed concern with moving “oral communications” to the end of the meeting.

Joseph Randolph – Expressed concern with moving “oral communications” to the end of the meeting.

Brian Baxley – Expressed concern with moving “oral communications” to the end of the meeting.

Aisha Wallace-Palomares – Expressed concern with moving “oral communications” to the end of the meeting.

Mark Wallace – Expressed concern with moving “oral communications” to the end of the meeting.

Joanne Tenney – Expressed concern with moving “oral communications” to the end of the meeting.

Barbara Servatka – Expressed concern with moving “oral communications” to the end of the meeting.

Andrew Thomas – Expressed concern with moving “oral communications” to the end of the meeting.

Steve Thorne – Expressed concern with moving “oral communications” to the end of the meeting.

Richard Miller – Expressed concern with moving “oral communications” to the end of the meeting.

Motion to no longer read electronic public comments and not permit audio/visual support for the public comments: White; Second: Morasco; Failed: 2-3 (J. Garcia, C. Garcia, Martinez – No)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Motion to continue reading electronic public comments and not permit audio/visual support for the public comments: Martinez; Second: C. Garica; Approved: 4-1 (White – No)

15. DESIGNATION OF VOTING DELEGATE – LEAGUE OF CALIFORNIA CITIES CONFERENCE

Request the City Council designate the Voting Delegate and up to two alternates for the League of California Cities Annual Conference in Sacramento, California on September 20-22, 2023. (File Number 0130-10)

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

Presenter: Zack Beck, City Clerk

Motion to appoint C. Garcia as the Voting Delegate, Garcia as first alternate and Martinez as second alternate: J. Garcia; Second: Martinez; Approved: 5-0

FUTURE AGENDA

16. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

ORAL COMMUNICATIONS

Bryant Rumbaugh – Encouraged the Council to pay attention to an upcoming announcement from Mike Lindell.

ADJOURNMENT



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Mayor White adjourned the meeting at 7:18 p.m.

DocuSigned by:

Dane White

19FEE5DB8C3B409

MAYOR

DocuSigned by:

Zack Beck

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CITY CLERK



CITY of ESCONDIDO

FUTURE AGENDA

11/22/2023 - NO MEETING (THANKSGIVING)

11/29/2023 - NO MEETING

12/6/2023

CONSENT CALENDAR - (D. SHULTZ) - TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2023 - Request the City Council receive and file the Quarterly Investment Report for the quarter ended June 30, 2023.

CONSENT CALENDAR - (C. HOLMES) - ANNUAL FINANCIAL REPORT ON CAPITAL FUNDS FUNDED BY DEVELOPMENT IMPACT FEES PER GOVERNMENT CODE SECTION 66006 - Requested that the City Council receive and file the Annual Financial Report on Development Impact Fees.

CONSENT CALENDAR - (J. PERPETUA) - SALARY SCHEDULE FOR MANAGEMENT AND UNCLASSIFIED GROUPS; PART-TIME PAY PLAN - It is requested that City Council adopt R2023-146 and R2023-147 to amend the salary schedules for the Management, Unclassified, and Part-Time groups.

CONSENT CALENDAR - (A MORROW) - NOTICE OF COMPLETION FOR THE SAN PASQUAL UNDERGROUNDING PROJECT - It is requested that the City Council adopt Resolution No. 2023-157, authorizing the Interim Director of Utilities to file a Notice of Completion for the San Pasqual Undergrounding Project.

CURRENT BUSINESS - (J. SCHOENECK) VINEHENG UPDATE - Request the City Council approve staff's recommendation to remove/replace/preserve/ the Vinehenge play structure in Grape Day Park.

CURRENT BUSINESS - (M. MCGUINNESS) - CONSIDERATION OF COUNCILMEMBERS ANNUAL SALARY INCREASE - Request the City Council consider adoption of Ordinance 2023-xx amending Section 2-28 of the Escondido Municipal Code to increase the salary for City Councilmembers and the Mayor in an amount not to exceed five percent per year since the last salary increase consistent with Government Code section 36516 as amended by SB 329.

CURRENT BUSINESS - (D. WHITE) - COUNCIL RESOLUTION OBJECTING TO ANY NEW TAXES, CHARGES OR FEES PROPOSED BY SANDAG ON MOTORISTS TO USE ALREADY BUILT LOCAL ROADS AND HIGHWAYS

CURRENT BUSINESS - (D. WHITE) - COUNCIL RESOLUTION OPPOSING THE REMOVAL OF PRIORITY TRANSIT LANES