



SEPTEMBER 15, 2021

COUNCIL CHAMBERS

4:00 P.M. Closed Session; 5:00 P.M. Regular Session

201 N. Broadway, Escondido, CA 92025

MAYOR

Paul McNamara

DEPUTY MAYOR

Michael Morasco

COUNCIL MEMBERS

Consuelo Martinez

Tina Inscoe

Joe Garcia

CITY MANAGER

Sean McGlynn

CITY CLERK

Zack Beck

CITY ATTORNEY

Michael McGuinness

DIRECTOR OF COMMUNITY DEVELOPMENT

Adam Finestone (Interim)

DIRECTOR OF ENGINEERING SERVICES

Julie Procopio

Public Comment: To submit comments in writing, please do so at the following link:
<https://www.escondido.org/agenda-position.aspx>.

The meeting will be available for viewing via public television on Cox Communications Channel 19 (Escondido only). The meeting will also be live streamed online at the following link:
<https://www.escondido.org/meeting-broadcasts.aspx>

In the event a quorum of the City Council loses electrical power or suffers an internet connection outage not corrected within 15 minutes, the meeting will be adjourned. Any items noticed as public hearings will be continued to the next regularly scheduled meeting of the City Council. Any other agenda items the Council has not taken action on will be placed on a future agenda.

ELECTRONIC MEDIA:

Electronic media which members of the public wish to be used during any public comment period should be submitted to the City Clerk's Office at least 24 hours prior to the Council meeting at which it is to be shown.

The electronic media will be subject to a virus scan and must be compatible with the City's existing system. The media must be labeled with the name of the speaker, the comment period during which the media is to be played and contact information for the person presenting the media.

The time necessary to present any electronic media is considered part of the maximum time limit provided to speakers. City staff will queue the electronic information when the public member is called upon to speak. Materials shown to the Council during the meeting are part of the public record and may be retained by the Clerk.

The City of Escondido is not responsible for the content of any material presented, and the presentation and content of electronic media shall be subject to the same responsibilities regarding decorum and presentation as are applicable to live presentations.



Council Meeting Agenda

**September 15, 2021
4:00 p.m. Meeting**

Escondido City Council

CALL TO ORDER

ROLL CALL: Garcia, Inscoe, Martinez, Morasco, McNamara

ORAL COMMUNICATIONS

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

CLOSED SESSION: (COUNCIL/RRB)

- I. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a. **Property:** 272 E. Via Rancho Pkwy, Escondido
City Negotiator: Sean McGlynn, City Manager, or designee
Negotiating Party: Larry Green, L. Green Investment & Development, LLC
Under Negotiation: Price and Terms of Lease

ADJOURNMENT



Council Meeting Agenda

**September 15, 2021
5:00 P.M. Meeting**

Escondido City Council

CALL TO ORDER

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

ROLL CALL: Garcia, Inscoe, Martinez, Morasco, McNamara

PROCLAMATIONS: National Pollution Prevention Week, September 19-24, 2021
Escondido Shines Day, September 18, 2021

PRESENTATIONS: Air Pollution Control District Overview & Hot Spots Program
Tree Canopy Discussion

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. 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. (Please refer to the back page of the agenda for instructions.) NOTE: Depending on the number of requests, comments may be reduced to less than 3 minutes per speaker and limited to a total of 15 minutes. Any remaining speakers will be heard during Oral Communications at the end of the meeting.

CONSENT CALENDAR

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

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

2. **APPROVAL OF WARRANT REGISTER (Council)**

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

- 355846 – 356040 dated August 25, 2021
- 356041 – 356292 dated September 1, 2021

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

3. **APPROVAL OF MINUTES: Regular Meetings of August 25, 2021 and September 1, 2021**

4. **JOINT POWERS AGREEMENT & BUDGET ADJUSTMENT TO RECEIVE \$1,980,000 FROM THE COUNTY OF SAN DIEGO FOR PARK IMPROVEMENTS -**

Request the City Council approve authorizing the Mayor to execute a Joint Powers Agreement ("JPA") with the County of San Diego ("County"), and authorize a Budget Adjustment to receive \$1,980,000 from the County for funding for improvements at parks located within the City of Escondido.

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

RESOLUTION NO. 2021-113

5. **AWARD OF CONTRACT FOR THE GRAND AVENUE VISION PROJECT PHASE I -**

Request the City Council deem 3Sixty Innovation, Inc. as the lowest responsive and responsible bidder and authorize the Mayor to execute a Public Improvement Agreement in the amount of \$994,776.50 for the Grand Avenue Vision Project Phase I.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2021-126

6. **BID AWARD FOR THE 2021 STREET REHABILITATION AND MAINTENANCE PROJECT – PHASE 2 -**

Request the City Council deem Eagle Paving Company, Inc. as the lowest responsive and responsible bidder and approve authorizing the Mayor to execute a Public Improvement Agreement in the amount of \$5,582,894 for the 2021 Street Rehabilitation and Maintenance Project - Phase 2.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2021-131

7. **ANNEXING PROPERTY TO CITYWIDE SERVICES COMMUNITY FACILITIES DISTRICT ("CFD") 2020-1 -**

Request the City Council approve annexing three projects containing 65-units into the Citywide Services CFD 2020-1. Each property owner has voluntarily provided a signed form consenting to the annexation.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2021-130

8. **FINAL MAP ESCONDIDO TRACT 848 LOCATED AT 383 IDAHO AVENUE -**

Request the City Council approve authorizing the Mayor to execute the Subdivision Improvement Agreement and approve the Final Map for Tract 848, a nine-lot single-family Residential Subdivision, located at 383 Idaho Avenue.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2021-141

9. **AUTHORITY TO ACCEPT HIGHWAY SAFETY IMPROVEMENT PROGRAM GRANT AND TO EXECUTE FORMS AND AGREEMENTS FOR THE TRAFFIC SIGNAL COMMUNICATIONS MASTER PLAN AND IMPROVEMENTS PROJECT -**

Request the City Council approve authorizing the Director of Engineering Services or her designee to accept grant funds in the amount of \$1,160,850 and to execute all grant forms and agreements necessary for the Traffic Signal Communications Master Plan and Improvements Project.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2021-140

10. **ACCEPTANCE OF \$40,000 SAN DIEGO SENIORS COMMUNITY FOUNDATION GRANT -**

Request the City Council approve authorizing the Communications and Community Services Department to accept up to \$40,000 in grant funds from the San Diego Seniors Community Foundation, and to approve the budget adjustment needed to expend the funds. These funds will be utilized to purchase and install new flooring for the Park Avenue Community Center ("PACC") Cafe, purchase updated decor throughout the facility, and provide additional improvements throughout the facility.

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

RESOLUTION NO. 2021-145

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.)

CURRENT BUSINESS

11. **REVIEW AND DISCUSSION OF COUNCIL RULES AND PROCEDURES -**

Councilmember Garcia has requested that the City Council review and consider the City Council's current Rules of Procedure as it relates to the issuance of proclamations and certificates.

Staff Recommendation: **Provide Direction (Councilmember Garcia)**

12. **BOARDS AND COMMISSIONS SUBCOMMITTEE REPORT -**

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

Staff Recommendation: **Provide Direction (City Clerk's Office: Zack Beck)**

FUTURE AGENDA

13. 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)**

COUNCIL MEMBERS 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.

- WEEKLY ACTIVITY REPORT -

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
September 22	-	-	No Meeting (League of CA Cities)	-
September 29	Wednesday	4:00 & 5:00 p.m.	Regular Meeting	Council Chambers
October 6	-	-	No Meeting	-
October 13	Wednesday	4:00 & 5:00 p.m.	Regular Meeting	Council Chambers

TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. Submission of Speaker forms prior to the discussion of an item is highly encouraged. Comments are generally limited to 3 minutes.

If you wish to speak concerning an item not on the agenda, you may do so under "Oral Communications." Please complete a Speaker's form as noted above.

Nomination forms for Community Awards are available at the Escondido City Clerk's Office or at <http://www.escondido.org/city-clerks-office.aspx>

Handouts for the City Council should be given to the City Clerk. To address the Council, use the podium in the center of the Chambers, STATE YOUR NAME FOR THE RECORD and speak directly into the microphone.

AGENDA, STAFF REPORTS AND BACK-UP MATERIALS ARE AVAILABLE:

- Online at <http://www.escondido.org/meeting-agendas.aspx>
- In the City Clerk's Office at City Hall
- Placed in the Council Chambers (See: City Clerk/Minutes Clerk) immediately before and during the Council meeting.

AVAILABILITY OF SUPPLEMENTAL MATERIALS AFTER AGENDA POSTING: Any supplemental writings or documents provided to the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's Office located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, and clicking the "Live Streaming –City Council Meeting now in progress" button on the home page.

Please turn off all cellular phones and pagers while the meeting is in session.

**The City Council is scheduled to meet the first four Wednesdays
of the month at 5:00 in Closed Session and 6:00 in Open Session.
(Verify schedule with City Clerk's Office)**

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

**CITY HALL HOURS OF OPERATION
Monday-Friday 8:00 a.m. to 5:00 p.m.**



If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4643. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

Listening devices are available for the hearing impaired – please see the City Clerk.



Consent Item No. 1

September 15, 2021

AFFIDAVITS

OF

ITEM

POSTING

CITY COUNCIL STAFF REPORT

Consent Item No. 2

September 15, 2021

File No. 0400-40

SUBJECT: Approval of Warrants

DEPARTMENT: Finance Department

RECOMMENDATION:

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

355846 – 356040 dated August 25, 2021

356041 – 356292 dated September 1, 2021

FISCAL ANALYSIS:

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

August 19 – August 25, 2021, is \$ 2,795,150.67

August 26 – September 1, 2021, is \$ 1,477,210.34

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.

**August 25, 2021
5:00 P.M. Meeting**

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 5:00 p.m. August 25, 2021 in the City Council Chambers with Mayor McNamara presiding.

MOMENT OF REFLECTION

Zack Beck, City Clerk led the Moment of Reflection

FLAG SALUTE

Michael McGuinness, City Attorney, led the Flag Salute

ATTENDANCE

The following members were present: Councilmember Joe Garcia, Councilmember Tina Inscoc, Councilmember Consuelo Martinez, Deputy Mayor Michael Morasco, and Mayor Paul McNamara. Quorum present.

Also present were: Sean McGlynn, City Manager; Michael McGuinness, City Attorney; and Zack Beck, City Clerk.

PRESENTATIONS

Certificate of Recognition for the Witman Family Foundation
Library Update

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

Carolyn Clemens - President of the Library Board of Trustees, expressed support for the Library.

Jack Anderson - President of the Escondido Library Foundation, expressed support of the Library.

Michael O'Connor - Expressed support for first responders and concern that Palomar Hospital is letting go of nurses.

Christine Bauer - Expressed support for first responders and concern that Palomar Hospital is letting go of nurses.

CONSENT CALENDAR

MOTION: Moved by Councilmember Martinez and seconded by Deputy Mayor Morasco to approve all consent calendar items. Approved unanimously.

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:

- 355245 - 355438 dated August 4, 2021
- 355439 - 355597 dated August 11, 2021

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

3. **APPROVAL OF MINUTES: Regular Meeting of August 11, 2021**

4. **APPROVAL OF FINANCING AGREEMENT WITH THE CA IBANK FOR CONSTRUCTION OF THE SAN PASQUAL UNDERGROUNDING PROJECT -**

Request the City Council approve authorizing the execution of a financing agreement in the amount of \$25 million with the California Infrastructure and Economic Development Bank (IBank) for construction of the San Pasqual Undergrounding Project. (File No. 0600-10, A-3379)

Staff Recommendation: **Approval (Utilities Department: Christopher McKinney)**

RESOLUTION NO. 2021-120

5. **HALE AVENUE RESOURCE RECOVERY FACILITY (HARRF) INFLUENT PUMP STATION SCREENINGS CONVEYANCE SYSTEM PROJECT BID AWARD -**

Request the City Council approve authorizing the Mayor to execute a Public Improvement Agreement with the lowest responsive and responsible bidder for construction of the HARRF Influent Pump Station Screenings Conveyance System Project. (File No. 0600-10, A-3366)

Staff Recommendation: **Approval (Utilities Department: Christopher McKinney)**

RESOLUTION NO. 2021-98

6. **FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT TO ADD EVALUATION OF THE MOUNTAIN HOUSE PROJECT ZONE INTO THE PROPOSED COMMUNITY FACILITIES DISTRICT FOR THE DEL PRADO PROJECT -**

Request the City Council approve authorizing the Mayor to execute a First Amendment to the Reimbursement Agreement with CWC ESCONDIDO 113, LLC, for the Del Prado Project. The developer, CAL West, desires to add a second project to be included in the evaluation for a facilities Community Facilities District (CFD). The second project, Mountain House, formerly known as Highpoint, consists of 28 single family homes. The total estimated costs have been amended to include additional Special Tax Advisor, City Staff time, and Market Price Study budget. CAL West has offered to annex the projects into Citywide Services CFD 2020-1 if the proposed Facilities CFD is approved. (File No. 0600-10, A-3363)

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2021-115

7. **NOTICE OF COMPLETION FOR CRANSTON SELF-STORAGE AND RESIDENTIAL SUBDIVISION (SUB15-0031; TRACT 900) LOCATED AT 2319 CRANSTON DRIVE -**

Request the City Council approve and accept the public improvements and authorize City staff to file a Notice of Completion (NOC) for Self Storage SUB15-0031; Tract 900. (File No. 0600-95)

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2021-127

8. FISCAL YEAR 2020 URBAN AREA SECURITY INITIATIVE GRANT AND BUDGET ADJUSTMENT -

Request the City Council approve authorizing the Escondido Police Department to accept a Fiscal Year 2020 Urban Area Security Initiative (UASI) Grant in the amount of \$70,481; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments need to spend grant funds. The Escondido Police and Fire Department receive FY2020 UASI funding. The funding must be spent on the following: \$50,000 for Next Generation CAD to CAD Information Sharing; and \$20,481 for Fire Department and Police Department training - including Confined Space Rescue Tech, Rescue Systems 1, CFED Conference, California Narcotics Canine Conference, Dark Web Conference, Southern California Gang Conference and Western States Canine Association Conference. (File No. 0480-70)

Staff Recommendation: **Approval (Police Department: Edward Varso)**

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.)

9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AN AMENDMENT TO THE DOWNTOWN SPECIFIC PLAN TO ADDRESS GROUND-FLOOR RETAIL REQUIREMENTS AND ADOPTING AN ADDENDUM TO AN ADOPTED EIR PREPARED FOR THE PROJECT -

Approved on August 11, 2021 with a vote of 5/0.

ORDINANCE NO. 2021-08 (Second Reading and Adoption)

FUTURE AGENDA

10. FUTURE AGENDA -

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

Councilmember Martinez - Attended a City Council/School Subcommittee Meeting.

Mayor McNamara - Attended a Community Advisory Group Meeting on Homelessness.

Deputy Mayor Morasco - Attended a City Council/School Subcommittee Meeting.

Councilmember Inscoe - Attended a San Dieguito River Park JPA Meeting. Toured the San Diego Children's Discovery Museum. Attended the Community Advisory Group meeting on Homelessness.

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.

- **WEEKLY ACTIVITY REPORT -**

ORAL COMMUNICATIONS

None.

ADJOURNMENT

Mayor McNamara adjourned the meeting at 6:05 p.m.

MAYOR

CITY CLERK

**September 1, 2021
4:00 p.m. Meeting**

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:00 p.m. on September 1, 2021 in the Parkview Room at City Hall with Mayor McNamara presiding.

ATTENDANCE

The following members were present: Councilmember Joe Garcia, Councilmember Tina Inscoe, Councilmember Consuelo Martinez, Deputy Mayor Michael Morasco, and Mayor Paul McNamara. Quorum present.

ORAL COMMUNICATIONS

None.

CLOSED SESSION: (COUNCIL/RRB)

- I. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code §54956.9(d)(1))**
- a. **Case Name:** Robert Bixel v. City of Escondido
WCAB No.: ADJ982990; ADJ982991
 - b. **Case Name:** Zak v. City of Escondido
Case No.: 37-2020-00000028-CU-PO-NC
 - c. **Case Name:** Naranjo v. City of Escondido
Case No.: 37-2020-00019427-CU-PO-NC
 - d. **Case Name:** Sundquist v. City of Escondido
Case No.: 37-2019-00022784-CU-PO-NC

ADJOURNMENT

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

MAYOR

CITY CLERK

September 1, 2021

5:00 P.M. Meeting

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 5:00 p.m. September 1, 2021 in the City Council Chambers with Mayor McNamara presiding.

MOMENT OF REFLECTION

Zack Beck, City Clerk led the Moment of Reflection

FLAG SALUTE

Michael McGuinness, City Attorney, led the Flag Salute

ATTENDANCE

The following members were present: Councilmember Joe Garcia, Councilmember Tina Inscoc, Councilmember Consuelo Martinez, Deputy Mayor Michael Morasco, and Mayor Paul McNamara. Quorum present.

Also present were: Sean McGlynn, City Manager; Michael McGuinness, City Attorney; and Zack Beck, City Clerk.

PROCLAMATIONS: National Preparedness Month, September 2021

PRESENTATIONS: San Diego County Water Authority Member Agency Briefings

CLOSED SESSION REPORT

- a. **Case Name:** Robert Bixel v. City of Escondido
WCAB No.: ADJ982990; ADJ982991
- b. **Case Name:** Zak v. City of Escondido
Case No.: 37-2020-00000028-CU-PO-NC
- c. **Case Name:** Naranjo v. City of Escondido
Case No.: 37-2020-00019427-CU-PO-NC
- d. **Case Name:** Sundquist v. City of Escondido
Case No.: 37-2019-00022784-CU-PO-NC

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

MOTION: Moved by Councilmember Martinez and seconded by Deputy Mayor Morasco to approve all consent calendar items. Approved unanimously.

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:

- 355598 - 355845 dated August 18, 2021

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

3. **APPROVAL OF MINUTES: None Scheduled**

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.)

CURRENT BUSINESS

4. **MIDDLE INCOME HOUSING -**

Request the City Council provide direction regarding what factors the City should be considering when reviewing and making recommendations on middle income housing proposals. Staff has received multiple inquiries from developers and financing authorities in recent months related to the purchase of existing multi-family projects for use as income-restricted housing for moderate income individuals (those making between 80% and 120% of the area median income).

Staff Recommendation: **Provide Direction (Community Development Department: Adam Finestone)**

NO COUNCIL ACTION REQUIRED

FUTURE AGENDA

5. **FUTURE AGENDA -**

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

COUNCIL MEMBERS 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.

- **WEEKLY ACTIVITY REPORT -**

ORAL COMMUNICATIONS

None.

ADJOURNMENT

Mayor McNamara adjourned the meeting at 6:08 p.m.

MAYOR

CITY CLERK

CITY COUNCIL STAFF REPORT

Consent Item No. 4

September 15, 2021

File No. 0600-35

SUBJECT: Joint Powers Agreement & Budget Adjustment to Receive \$1,980,000 from the County of San Diego for Park Improvements

DEPARTMENT: Public Works/Parks

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-113 authorizing the Mayor to execute a Joint Powers Agreement ("JPA") with the County of San Diego ("County") and authorize a Budget Adjustment to receive \$1,980,000 from the County for funding for improvements at parks located within the City of Escondido ("City").

FISCAL ANALYSIS:

Parks projects identified in Exhibit "A" to Resolution No. 2021-113 have been unfunded Capital Improvement Projects ("CIP") since Fiscal Year 2016. Securing a funding source for these unfunded projects has been difficult since Park Development funds and Community Development Block Grant funds are not appropriate funding sources for these projects. Procuring funding from the County in the amount of \$1,980,000 through the JPA will allow the City to complete these unfunded projects.

BACKGROUND:

On March 16, 2021, the San Diego County Board of Supervisors unanimously approved Item 24: Aligning Capital Improvement Needs Assessment Projects in District 3 with Community Priorities, Equity, Inclusion, and Youth Development. This item identified several high priority capital projects and community investments that would advance equity, inclusion, youth development, and arts and educational opportunities in the communities throughout District 3.

In early April 2021, Brian Albright, Director of San Diego County Parks & Recreation, reached out to City staff regarding possible County funding opportunities for community park improvements in District 3. City staff identified a list of unfunded Capital Improvement Projects ("CIP") at Kit Carson Park, Jesmond Dene Park and Mountain View Park that directly correlated with the prerequisites of the County's Aligning Capital Improvement Needs Assessment Projects in District 3.

These Community park improvement projects include replacement of existing play structures, installation of smart irrigation controllers, and replacing ballfield fencing at Kit Carson, Jesmond Dene, and Mountain View parks. A more detailed County funded Community Park Improvement Project List is described in Exhibit A to Resolution No. 2021-113.

On May 18, 2021, the County Board of Supervisors approved funding in the amount of \$1,980,000 for the Escondido community park improvements and, on July 13, 2021, the San Diego County Parks

and Recreation received approval from the County Board of Supervisors to negotiate and execute an agreement with the City to transfer funds for the Escondido community park improvements.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joseph Goulart, Director of Public Works

09/08/21 3:24 p.m.

ATTACHMENTS:

1. Attachment "1" Budget Adjustment
2. Resolution No. 2021-113
3. Resolution No. 2021-113 Exhibit "A" – List of County Funded Community Park Improvement Project
4. Resolution No. 2021-113 Exhibit "B" – JPA Agreement



Council Date (if applicable): September 15, 2021 _____
(attach copy of staff report)

_____	Budget Balances
_____	General Fund Accts
_____	Revenue
_____	Interfund Transfers
_____	Fund Balance

FM\105 (Rev.11/06)

RESOLUTION NO. 2021-113

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR TO EXECUTE,
ON BEHALF OF THE CITY, AN AGREEMENT
WITH THE COUNTY OF SAN DIEGO TO
ACCEPT \$1,980,000 IN COUNTY FUNDING
FOR ESCONDIDO PARK IMPROVEMENTS
AND A BUDGET ADJUSTMENT

WHEREAS, On March 16, 2021, the County of San Diego Board of Supervisors (“County Board of Supervisors”) approved Item 24, Aligning Capital Improvement Needs Assessment Projects in District 3 with Community Priorities, Equity, Inclusion, and Youth Development; and

WHEREAS, this item identified several high priority capital projects and community investments that would advance equity, inclusion, youth development, and arts and educational opportunities in the communities throughout District 3; and

WHEREAS, The City of Escondido (“City”) is geographically located in San Diego County District 3; and

WHEREAS, Brian Albright, Director of San Diego County Parks & Recreation reached out to City staff regarding possible funding opportunities for community park improvements in District 3; and

WHEREAS, City staff identified unfunded Capital Improvement parks projects at Kit Carson Park, Mountain View Park, and Jesmond Dene, which are described in Exhibit “A” which is attached hereto and incorporated by this reference; and

WHEREAS, On May 18, 2021, the County Board of Supervisors approved \$1,980,000 in County funding for Escondido community park improvements; and

WHEREAS, On July 13, 2021, the Director of San Diego County Parks & Recreation received approval from the County Board of Supervisors to negotiate and execute an agreement with the City to transfer funds for the Escondido Park improvements; and

WHEREAS, the Joint Powers Agreement between the County of San Diego and the City for community recreational improvements has been approved as to form by the City Attorney's Office which is attached hereto and incorporated by this reference; and

WHEREAS, the Director of Public Works recommends the Mayor execute an agreement with the County of San Diego to accept \$1,980,000 in County funding for City of Escondido park improvements.

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 Joint Powers Agreement with the County of San Diego to accept and receive \$1,980,000 in County funding for Escondido park improvements in substantially the same format as Exhibit "B" which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.
3. The City Council hereby authorizes the necessary budget adjustment needed to establish a new project number for tracking and spending of funds.

Exhibit "A" – County Funded Community Park Improvement Projects

City Facility Locations

- A. Jesmond Dene Park, 2401 N. Broadway, Escondido, CA 92026 ("Jesmond Dene Park")
- B. Kit Carson Park, 3333 Bear Valley Parkway S., Escondido, CA 92025 ("Kit Carson Park")
- C. Mountain View Park, 1160 South Citrus Ave., Escondido, CA 92027 ("Mountain View Park")

City Park Improvements

- A. Improvements at Jesmond Dene Park will include ballfield fence replacement at youth baseball and lower fields, replacement of existing play structures, and installing new smart irrigation controllers with IQ, cabinet, and module;
- B. Improvements at Kit Carson Park will include ballfield fencing replacement at the adult, girls softball, tee ball, and youth baseball fields, replace an existing swing set at El Arroyo picnic area, replace both existing play structures at Tree Lake (ages 2-5 and 5-12) and install smart irrigation controllers with IQ, cabinet, and modules at the North Area, North Area Restroom clock, El Arroyo picnic area (back), El Arroyo picnic area (front), girls softball field, youth baseball field, Tree Lake, adult softball field, Amphitheater, Queen Calafia, and Sports Center complex;
- C. Improvements at Mountain View Park will include ballfield fencing replacement at youth baseball and lower fields, replacing existing play structures, and installation of smart irrigation controllers with IQ, cabinet, and modules at the plumbing chase and playground.

**JOINT POWERS AGREEMENT BETWEEN COUNTY OF SAN DIEGO AND CITY OF ESCONDIDO FOR
RECREATIONAL IMPROVEMENTS**

CONTRACT NO. _____

This Joint Powers Agreement ("Agreement") is made and entered into effective this _____ day of _____, 2021 ("Effective Date"), by and between the City of Escondido, a California municipal corporation ("City"), and the County of San Diego, a political subdivision of the State of California ("County"). (The City and the County may each be referred to herein as a "Party" and collectively as the "Parties.")

RECITALS

A. The Joint Exercise of Powers Act, California Government Code section 6500 et seq., authorizes the Parties to exercise their common powers jointly by agreement, including the powers to cooperate in the acquisition, development, plan, design, improvement, maintenance, and operation of public facilities and appurtenances for park purposes.

B. The City has requested funding for improvements at Jesmond Dene Park, Kit Carson Park, and Mountain View Park.

C. On May 18, 2021 (19), the County's Board of Supervisors approved transferring appropriations of \$1,980,000 within the Finance-Other from Contribution to Capital Outlay Fund, Operating Transfers Out, to General Miscellaneous Expense, Other Charges, to support, smart water irrigation controllers, play structures, and ballfield fence replacement in the City of Escondido.

D. The purpose of this Agreement is for the Parties to jointly exercise their common powers for park and recreational purposes so as to facilitate the improvements as to certain park facilities, as further defined and described in this Agreement.

E. The City has agreed to maintain the improvements to the facilities as herein described.

F. The City and the County agree that such cooperation and participation will be mutually beneficial and in the best interests of the public.

AGREEMENT

NOW, THEREFORE, and in consideration of the covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby 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. PURPOSE.

This Agreement is made pursuant to the Joint Exercise of Powers Act, California Government Code section 6500 et seq., which authorizes the joint exercise of commonly held powers by public agencies. The purpose of this Agreement is for the Parties to jointly exercise their common powers for park and recreational purposes so as to facilitate the improvements as to the facilities described in Section 3(a) of this Agreement.

3. DESCRIPTION.

a. **Facilities.** The City will provide real property and related park and recreational improvements at the City facilities described in this Section 3(a) ("Facilities"). Each of the Facilities are more particularly described in Exhibit "A" to this Agreement, which is attached hereto and incorporated herein by this reference.

- i. Jesmond Dene Park, 2401 N. Broadway, Escondido, CA 92026 ("Jesmond Dene Park");
- ii. Kit Carson Park, 3333 Bear Valley Parkway S., Escondido, CA 92025 ("Kit Carson Park"); and
- iii. Mountain View Park, 1160 South Citrus Ave., Escondido, CA 92027 ("Mountain View Park").

b. **Improvements:** The City will provide real property and related park and recreational improvements as described in this Section 3(b) ("Improvements"). Improvements shall be subject to the terms of this Agreement and are more particularly described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Improvements shall be completed within two years of the Effective Date of this Agreement.

- i. Improvements at Jesmond Dene Park will include ballfield fencing replacement at youth baseball and lower fields; play structures; and smart irrigation controllers with IQ, cabinet, and module;
- ii. Improvements at Kit Carson Park will include ballfield fencing replacement at the adult and girls softball and youth baseball fields; a tee ball field; an El Arroyo swing Set; Tree Lake play structures (ages 2-5 and 5-12); and smart irrigation controllers with IQ, cabinet; and modules at the North Area, North Area Restroom clock, El Arroyo Back, El Arroyo front, Girls Softball Field, Youth Baseball Field, Tree Lake, Adult Softball Field, Amphitheater, Queen Califia, and Sports Center.
- iii. Improvements at Mountain View Park will include ballfield fence replacement at youth baseball and lower fields; play structures; and smart irrigation controllers with IQ, cabinet, and modules at the plumbing chase and playground.

4. ADMINISTRATION.

This Agreement shall be administered on behalf of the County by the County's Director of Parks and Recreation or their designated representative ("County Director"). The County Director shall represent the County in all matters pertaining to this Agreement. This Agreement shall be administered on behalf of the City by the City's Director of Public Works or their designated representative ("City Director"). The City Director shall represent the City in all matters pertaining to this Agreement.

5. TERM.

The term of this Agreement shall commence on the Effective Date and shall continue until the Improvements are deemed complete and accepted upon inspection by the County.

6. TITLE TO FACILITIES.

Upon completion and acceptance of the Improvements, title to such County-funded Improvements or partially County-funded Improvements, shall belong to and vest in the City, subject to the following condition: The Improvements shall be accessible for community park and recreation purposes in perpetuity. Any Improvements funded with the County funds that are not accessible to the public for community park and recreation purposes according to the terms of this Agreement could, at the County's sole discretion, result in the City being required to repay to the County the total funding the County provided under this Agreement, or, in the event of violation with respect to only a part of the Improvements, repaying that portion of the County's funding expended for those Improvements to which the partial violation applies, as determined by the County. Improvements that are designated in perpetuity but have outlived its manufacturer's lifespan are excluded.

7. FUNDING.

The total funding commitment of the County for the Improvements is \$1,980,000 ("Improvement Funds"). Nothing shall make the County liable for payment of any costs, fees, or monies in excess of the Improvement Funds. The County payments of the \$1,980,000 for Improvements shall be in the form of a single payment transfer. After the Improvements are deemed complete and accepted upon inspection by the County, the City shall transfer any unused Improvement Funds back to the County. The County shall not be obligated to provide additional funds unless the Parties amend this Agreement accordingly pursuant to Section 36.

8. PUBLIC REVIEW, APPROVALS, PERMITS, AND CLEARANCES.

The City shall be responsible for obtaining all necessary public reviews, approvals, permits, clearances, site development plans, master plans, and inspections for all Improvements, including any necessary compliance with state, federal, or local laws, including but not limited to the California Environmental Quality Act. When constructing Improvements, the City shall comply with all applicable federal, state, or County approvals, clearances, or permits necessary

to construct the Improvements at the Facilities. From the Improvement Funds, the City shall pay all other costs including, materials, supplies, transportation, equipment, and City staff involvement to fulfill its obligations specified in this Agreement.

9. CONSTRUCTION DOCUMENTS, BID AND AWARD PROCESS.

The City shall cause the Improvements to be constructed substantially in accordance with the approved final site development or master plan and the approved final construction documents. All Improvements shall be and shall become a part of the real property improvements of the Facilities.

The City shall be responsible for procurement of services, supplies, materials, and equipment necessary to complete the Improvements. Before the City makes any purchase of or executes any contract for services, supplies, materials, or equipment paid for by Improvement Funds, the City will carry out required procurement procedures in accordance with all applicable laws, ordinances, and regulations including the City's municipal code and the Public Contract Code.

The City shall procure the services of licensed or other qualified professionals acceptable to the County, when qualified personnel are not directly employed by the City, for all steps in the preparation of the construction and bid documents, as well as for the bid and award process. The City shall prepare Improvement construction and bid documents in close cooperation with, and participation, review, and approval by, County-approved personnel or qualified consultants.

From the Improvement Funds, the City shall pay costs for all professional services related to construction of the Improvements and shall provide the following for the County Director's review and approval:

- a. Final construction drawings, details, special provisions, building schematics, and cost estimates;
- b. Bid Documents; and
- c. Bid and award process.

10. CONSTRUCTION MANAGEMENT, INSPECTION, AND CONTRACT ADMINISTRATION.

The City shall ensure that all Improvements conform to the requirements described in this Agreement. The City shall provide or obtain the services of a qualified individual or consulting firm for public works construction management, inspection, and contract administration, acceptable to the County, to assure proper implementation of the requirements herein.

11. RECORDS AND REPORTS.

The City shall maintain records in conformance with this Agreement and Government Code section 6505. The County Director shall make all requests for records in writing to the City. Timely submission of requested reports is a necessary condition of this Agreement.

12. FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS.

At all times, authorized County representatives shall have the right to monitor, assess, or evaluate the City's performance pursuant to this Agreement. Monitoring, assessment, or evaluation shall include, but not be limited to audits, inspection of premises, reports, and interviews of project staff and participants. At any time during normal business hours, and as often as the County may deem necessary, the City shall make available to County officials for examination all of its records with respect to all matters covered by this Agreement and will permit County officials to audit, examine, and make excerpts or transcripts from such records, and to audit and copy all invoices, materials, Prevailing Wage payrolls, records of personnel, information regarding persons receiving contracts, and other data relating to all matters covered by this Agreement.

The City shall ensure that all persons receiving contracts under this Agreement shall comply with this section. The City shall maintain and keep available all project documents and records related to the design, bid, and construction of the Improvements for a minimum of five years after the Effective Date of this Agreement, unless the County agrees in writing to an earlier disposition.

13. COUNTY'S ENTRY ON FACILITIES.

The County reserves and shall always have the right during the term of this Agreement to have access to and to enter the Facilities to inspect and/or determine the condition of the Improvements, for the purpose of protecting the County's interest in the Improvements.

14. USE OF FACILITIES.

As further described in Section 16, the general public shall have access to the Improvements funded in whole or in part by County. Subject to the City's prior written approval, the City may allow other individuals or organizations to utilize the Improvements. The City may enter into contracts with such other individuals or organizations and may establish fees for the use of the Improvements by such other individuals or organizations subject to the prior review and written approval of the County Director.

15. FEES.

The City may charge fees for public recreational programs sufficient to recover the full cost to the City for operation and maintenance of the Improvements. The cost of maintenance and operation of Improvements shall include, but shall not be limited to labor, advertising, taxes, utilities, insurance, and supplies. Such fees shall be subject to prior written approval by the City. All user fees collected relating to use of the Improvements for public recreational programs shall be used only for maintenance and operation of the Improvements.

16. OPERATION.

The City agrees to operate and maintain the Facilities and Improvements for public park and recreation purposes throughout the term of this Agreement and shall promulgate, by action of its City Council, subject to approval by the City and County Director, reasonable rules and regulations governing the use of the Facilities and Improvements that may include limitations upon hours of subsequent operations and the imposition of a reasonable user fees. Such rules and regulations may only limit public access to and use of Improvements when they are in use for programs that are approved by the City and County Director. Facilities and Improvements shall be open to the public at all other approved times, which shall include sunrise to sunset, except for lighted ballfields that close at or before 10:30 p.m. every day of the week. Any change in these approved times are subject to approval by the City and County Director. Any fees collected for such use shall be retained by the City, or its operator, to support the cost of operation and maintenance of the Improvements. The use of the Improvements during the term of this Agreement may be changed by mutual agreement of both the County Director and the City. The City shall provide the County Director, no later than the beginning of each calendar year, the hours of operation and a schedule of public recreation activities at the Improvements. Such schedules shall also be posted on the premises of each Facility at a conveniently visible location.

17. MAINTENANCE AND REPAIR.

The City shall, at all times, operate and maintain the Improvements at the Facilities in a good, safe, and sanitary order and condition. The City shall have the sole responsibility for routine repair, maintenance, and replacement of the Improvements. If the Improvements need to be repaired, the City shall make the repairs at its sole expense.

18. UTILITIES.

The City shall pay all utility costs associated with the operation and maintenance of the Improvements.

19. DAMAGE OR DESTRUCTION.

If the Improvements are damaged by fire, vandalism, or any other cause during the term of this Agreement, other than through the fault or negligence of the County, the City shall repair the damage at its sole expense and with all reasonable dispatch.

20. DEFEND, INDEMNIFY AND HOLD HARMLESS.

To the fullest extent permitted by law, the County shall not be liable for, and the City shall defend and indemnify the County and its officers, agents, employees, and volunteers (collectively, "County Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to County's

provision of Improvement Funds or any of the City's obligations under this Agreement arising either directly or indirectly from any act, error, omission or negligence of the City or its officers, employees, agents, contractors, licensees or servants. The City shall have no obligation to defend or indemnify the County or County Parties against Claims if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligent act or willful misconduct of the County or County Parties.

21. COMPLIANCE WITH COUNTY REQUIREMENTS.

The City shall comply with and shall ensure that all persons receiving contracts or benefits paid for, in whole or in part, with Improvement Funds provided by the County shall comply with all appropriate County ordinances, codes, rules, regulations, and policies in effect throughout the term of this Agreement, including but not limited to the following:

a. **Equal Opportunity.** The City and all persons receiving contracts paid for, in whole or in part, by improvement Funds will not discriminate against any employee or against any applicant for employment because of age, race, color, religion, sex, handicap, ancestry or national origin. This includes but is not limited to employment, upgrading, demotion, or transfer, advertising, layoff or termination, rates of pay, and training opportunities.

b. **Non-Discrimination in Use of the Facilities.** The City shall assure that access to and the use of the Facilities, including Improvements thereon, shall be without regard to age, race, color, religion, sex or handicap. This assurance shall apply to all activities and programs conducted at the Facilities.

c. **AIDS Discrimination.** The City shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of the Facilities or participation in any County-funded or supported service or program at the Facilities on the grounds that such person has AIDS/HIV, AIDS-Related Complex (ARC), or AIDS-Related Status (ARS), as those terms are defined in, Section 32.1203, San Diego County Code of Regulatory Ordinances, copy of which can be obtained from the Office of the Board of Supervisors, 1600 Pacific Highway, San Diego, CA 92101.

d. Article IIIK, San Diego County Administrative Code, "Affirmative Action Program for Vendors."

e. Board Policy B-39A entitled "Disabled Veterans Business Enterprise (DVBE) Programs."

f. Board Policy C-25 entitled "Drug and Alcohol Use."

22. COMPLIANCE WITH FEDERAL AND STATE OF CALIFORNIA REQUIREMENTS.

The City shall comply with and shall assure that all persons receiving contracts or benefits paid for in whole or in part with Improvement Funds shall comply with all applicable Federal and State of California laws and regulations, including but not limited to the following:

a. California Labor Code, Part 7, Chapter 1 "Public Works;"

- b. California Business and Professions Code Section 7028.15.
- c. California Public Contract Code;
- d. California Government Code Sections 4525 - 4529.5;
- e. "Fair Employment Practices" Provisions;
- f. Americans with Disabilities Act (ADA);
- g. California Building Standards Code (Title 24, California Code of Regulations); and
- h. California Environmental Quality Act (CEQA).

23. TECHNICAL ASSISTANCE.

The County Director may provide advisory assistance to the City to ensure ~~compliance~~ comply with this Agreement.

24. NOTICE.

All notices, demands, approvals, or consents provided for in this Agreement shall be in writing and delivered to the appropriate Party at its below-listed address, or such other addresses as either Party may later specify for that purpose. All notices required or permitted under this Agreement shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or UPS, with charges prepaid for next business day delivery, addressed to the Parties as follows:

If to the County:

County of San Diego
Attn: Director of Department of Parks
and Recreation
5500 Overland Ave., Suite 410
San Diego, CA 92123

If to the City:

City of Escondido
Attn: Director of Public Works
201 N. Broadway
Escondido, CA 92025

The date of any notice shall be the date of receipt, provided that rejection or other refusal to accept, or the inability to deliver because of a change of address of which no notice was given, shall be deemed to constitute receipt of the notice sent. Either Party may change its address for notice by giving notice to the other Party in accordance with the notice requirements of this Agreement.

25. AUTHORITY.

The City and the County represent and warrant that each has full power and authority to execute and fully perform its obligations under this Agreement, subject to approval by its respective governing boards and that the persons executing this Agreement on behalf of the City and the County are the duly designated agents of the City and the County and are authorized to do so. The City further represents and warrants that fee title to the Facilities vests solely in the City.

26. COUNTY APPROVAL.

Except where stated herein to the contrary, the phrases "County's approval", and "County's written approval", or such similar phrases, shall mean approval by the County Director.

27. FORCE MAJEURE.

If any Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations, strikes, civil disorders or other cause without the fault and beyond the control of the Party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

28. DEFAULT.

If the City or the County fail to perform according to this Agreement, the complaining Party may file notice of default which specifies the nature of the default. The defaulting Party shall cure the default within 60 calendar days following receipt of written notice of such default. Should the defaulting Party fail to cure the default within 60 days, the complaining Party may terminate this Agreement by serving the defaulting Party with a written notice specifying the date of termination. If the City defaults in the performance of this Agreement and the Agreement is terminated, the refund provisions of Section 29(b) below shall apply.

29. TERMINATION FOR CONVENIENCE.

At any time during the term of this Agreement or any extension, the City may terminate the use, operation, or maintenance of all or part of the Improvements by:

a. Notifying the County in writing of intended termination at least six months in advance, but not more than three years before, the date of such termination and

b. Repaying to the County the total funding the County provided under this Agreement, or, in the event of termination with respect to only a part of the Improvements, repaying that portion of the Improvement Funds expended for those Improvements to which the partial termination applies, as determined by the County. The City will not be required to reimburse the County for any Improvement Funds after termination of this Agreement pursuant to Section 5.

30. CONFLICT OF INTEREST.

No person performing services for the City in connection with the Improvements shall have a financial interest related to the Improvements or Facilities other than their employment through this Agreement or its subcontracts.

31. 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.

32. PROVISIONS REQUIRED BY LAW.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction.

33. PARTIAL INVALIDITY.

If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall valid and be enforced to the fullest extent permitted by law.

34. COUNTERPARTS.

This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement, and it is also understood and agreed that separate counterparts of this Agreement may be separately executed by the City and the County, all with the same full force and effect as though the same counterpart had been executed simultaneously by the City and the County. 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.

35. 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.

36. 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

37. NO WAIVER.

The failure of either Party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that Party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.

38. REPRESENTATION BY INDEPENDENT COUNSEL.

Each Party has consulted with independent legal counsel of its own choosing before executing this Agreement and has executed this Agreement without fraud, duress or undue influence of any kind.

39. INDEPENDENT INVESTIGATION.

The Parties acknowledge that they each 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.

40. INTERPRETATION.

The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party, as each party has participated in the drafting of this document and had the opportunity to have its counsel review and comment on the draft.

41. 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.

42. HEADINGS.

Section headings are for reference purposes only and shall not be used for interpreting the meaning of any provisions of this Agreement.

43. EFFECTIVE DATE.

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

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Paul McNamara
Mayor

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

BY: _____

COUNTY OF SAN DIEGO

Date: _____

BRIAN ALBRIGHT
Director of Parks and Recreation

APPROVED AS TO FORM AND LEGALITY:
OFFICE OF OFFICE OF COUNTY COUNSEL

BY: _____

CITY COUNCIL STAFF REPORT

Consent Item No. 5

September 15, 2021

File No. 0600-10, A-3376

SUBJECT: Award of Contract for the Grand Avenue Vision Project Phase I

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-126 deeming 3Sixty Innovation, Inc. as the lowest responsive and responsible bidder and authorizing the Mayor to execute a Public Improvement Agreement in the amount of \$994,776.50 for the Grand Avenue Vision Project Phase I ("Project").

FISCAL ANALYSIS:

There are sufficient funds included in the adopted CIP budget for the Project to complete Phase I. The Phase I project is funded with Smart Growth Incentive Program ("SGIP") grant funds and TransNet funds. Future phases of the Grand Avenue Vision Plan will be designed and constructed as funding becomes available.

PREVIOUS ACTION:

On February 14, 2018, the City Council approved the Grand Avenue Vision Plan that was developed through a public process that included multiple stakeholders, including downtown merchants, property owners, residents and technical professionals, and authorized grant applications.

On February 13, 2019, the City Council approved a SGIP grant agreement and related budget adjustment for the Project.

On August 21, 2019, the City Council approved a Consulting Services Agreement with Kimley-Horn and Associates to complete environmental clearance for the Grand Avenue Vision Plan and to design the Project.

On July 21, 2021, the City Council approved an environmental document (Mitigated Negative Declaration) for the Grand Avenue Vision Plan.

BACKGROUND:

The Project is a streetscape improvement plan for Escondido's historic downtown aimed at improving walkability and creating a more pedestrian-friendly environment. The Project will narrow Grand Avenue to one lane in each direction, provide wider sidewalks, additional parking opportunities via diagonal parking, and remove center medians. Future phases of the plan include the installation of

three (3) roundabouts on Grand Avenue (Maple Street, Broadway, and Kalmia Street). Wayfinding signs and ornamental lighting are proposed, as well as opportunities for public art.

Phase I of the Project will widen the sidewalk on the north side of Grand Avenue between Maple Street and Broadway, remove center medians and install decorative string lighting between Maple and Kalmia, provide diagonal parking, and modify existing traffic signals.

On July 22, 2021, the Engineering Services Department advertised the Project for bidding. On August 26, 2021, five (5) sealed bids were received in response to the request for construction bids. The bid results are listed below:

3Sixty Innovation, Inc.	\$ 994,776.50
Blue Pacific Engineering & Construction	\$1,199,535.50
Tri-Group Construction & Development, Inc.	\$1,399,306.00
LB Civil Construction	\$1,542,727.00
C.S. Legacy Construction, Inc.	\$1,586,475.23

Staff has evaluated the bids and determined that the bid submitted by 3Sixty Innovation, Inc. is the lowest responsive and responsible bid. The bid amount is twenty-percent lower than the engineer's estimate of \$1,242,933. Staff recommends awarding a construction contract in the amount of \$994,776.50 to 3Sixty Innovation, Inc.

In August 2021, Grand Avenue businesses were surveyed regarding their preference for timing of construction. A majority of businesses stated a preference for construction to occur after the first of the year. The contract to be awarded includes the requirement to begin construction during January and complete work by the end of March 2022. Staff will continue to meet with businesses to help them prepare for adjustments to k-rail and outdoor dining canopies that are necessary to accommodate construction.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services

09/08/21 3:44 p.m.

ATTACHMENTS:

1. Resolution No. 2021-126
2. Exhibit "A" Public Improvement Agreement

RESOLUTION NO. 2021-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, DECLARING 3SIXTY INNOVATION, INC., AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT FOR THE GRAND AVENUE VISION PROJECT PHASE I.

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

WHEREAS, a notice inviting bids for said improvements was duly published; and

WHEREAS, pursuant to said notice, five (5) sealed bids for the Project were opened and evaluated on August 26, 2021; and

WHEREAS, 3Sixty Innovation, Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, the City Council desires at this time and deems it to be in the public interest to award this contract to 3Sixty Innovation, Inc. in the amount of \$994,776.50;

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 Mayor is authorized to execute, on behalf of the City, a Public Improvement Agreement with 3Sixty Innovation, 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 this ____ day of _____, 2021 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Jonathan Schauble
760-839-4072
("CITY")

And: 3SIXTY INNOVATION, INC.
a California corporation
8384 Hercules Street
La Mesa, CA 91942
Attn: Mohamad Muhsin
858-304-1093
("CONTRACTOR").

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

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the Grand Avenue Vision Project – Phase I ("Project"), occurring within the public right-of-way along Grand Avenue between Escondido Boulevard and Juniper Street, Escondido, CA 92025 ("Project Site"), 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 **\$994,776.50** ("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 ("NTP"). CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy within 45 working days from the date listed on the NTP ("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 \$1000 per day for each calendar day of delay until the Work is completed and accepted and \$500 per day per business where access is not maintained, except that access may be limited for one business day during sidewalk replacement ("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) *Fire Insurance.* Before the commencement of the Work, the CONTRACTOR shall procure, maintain, and cause to be maintained at the CONTRACTOR's expense, fire insurance on all Work subject to loss or damage by fire and the entire structure on which the Work of this Agreement is to be done to the insurable value thereof. The amount of fire insurance shall be subject to approval by the CITY and shall be sufficient to protect the Work against loss or damage in full until the Work is completed and accepted by the CITY. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the CITY.
 - (5) *Builder's Risk/"All Risk" Insurance.* The CONTRACTOR, during the progress of the Work and until final acceptance of the Work by CITY, shall maintain Builder's Risk/"All Risk," course-of-construction insurance satisfactory to CITY issued on a completed value basis of all WORK pursuant to this Agreement. Coverage is to provide extended coverage and insurance against vandalism, theft, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Engineer's services and expenses required as a result of such insured loss upon the Work, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the CITY and the City Engineer as an additional named insured and any other person with an insurable interest designated.
 - (6) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
 - (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
 - (3) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.

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

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

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

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

8. Bonds.

- a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:
 - (1) *Faithful Performance Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.
 - (2) *Labor and Materials Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.
- b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.

- c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
 - d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.
 - e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.
9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.
10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so ("Cure Period"), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Project Site, or any portion thereof, and take exclusive possession of the Project Site 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: _____

[Name, Title]

[CONTRACTOR COMPANY NAME]

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.

CITY COUNCIL STAFF REPORT

Consent Item No. 6

September 15, 2021

File No. 0600-10, A-3378

SUBJECT: Bid Award for the 2021 Street Rehabilitation and Maintenance Project – Phase 2

DEPARTMENT: Engineering Services

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-131 deeming Eagle Paving Company, Inc. as the lowest responsive and responsible bidder and authorizing the Mayor to execute a Public Improvement Agreement in the amount of \$5,582,894 for the 2021 Street Rehabilitation and Maintenance Project – Phase 2 (“Project”)

FISCAL ANALYSIS:

There are adequate funds in the Annual Street Maintenance Program Project budget, that includes Gas Tax, General Street Project, TransNet, and Road Maintenance and Rehabilitation Account (“RMRA”) funds, to pay for this Project.

BACKGROUND:

On March 3, 2021, the City Council awarded a contract for Phase 1 of this Project that included replacement of damaged concrete improvements such as curb and gutter, sidewalk, pedestrian ramps, and cross gutters. Phase 2 of the Project will rehabilitate pavement, apply crack sealant and surface treatments to extend the life of the pavement, and re-stripe affected streets within the northwest Maintenance Zone, and major and collector streets Citywide. The northwest Maintenance Zone includes the area west of North Broadway and north of State Route 78. In an effort to offset increased construction costs, the City split the Project into two phases to reduce contractor markups for scheduling and coordinating numerous items of work, and allow focus on higher production work.

The Project will treat approximately 43.1 lane miles of pavement, and add or replace 2.75 miles of striping to improve bike lane corridors. On September 2, 2021, four sealed bids were received in response to the advertised request for bids for the Project. The totals for the base bid and four additive alternate items are listed below:

Eagle Paving Company	\$5,582,894.00
ATP General Engineering	\$6,354,729.80
All American Asphalt	\$6,995,306.40
TC Construction Company	\$7,057,083.60

Staff recommends that the bid submitted by Eagle Paving Company, Inc. be considered the lowest responsive and responsible bid, and that a contract including the Base Bid and Additive Alternate

Bid Award for the 2021 Street Rehabilitation and Maintenance Project – Phase 2
September 15, 2021
Page 2

Items A, B, C, and D be awarded in the amount of \$5,582,894. Eagle Paving Company, Inc.'s bid fell within the Engineer's Estimate range of \$5,500,000 to \$6,000,000.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services

09/08/21 3:44 p.m.

ATTACHMENTS:

1. Resolution No. 2021-131
2. Resolution No. 2021-131 Exhibit "A"

RESOLUTION NO. 2021-131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, DECLARING EAGLE PAVING COMPANY, INC. AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT FOR THE 2021 STREET MAINTENANCE AND REHABILITATION PROJECT – PHASE 2

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the City's Annual Street Management Program; and

WHEREAS, a notice inviting bids for said improvements was duly published; and

WHEREAS, pursuant to said notice, four sealed bids for the project were opened and evaluated on September 2, 2021; and

WHEREAS, Eagle Paving Company, Inc. was determined 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 award this contract to Eagle Paving Company, Inc. in the amount of \$5,582,894.

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 Eagle Paving Company, 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 this ____ day of _____, 2021 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Marissa Padilla
760-839-4098
("CITY")

And: Eagle Paving Company, Inc.
a California corporation
13915 Danielson Street, #201
Poway, CA, 92064
Attn: Joel Batule
(858) 486-6400
("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 2021 Street Rehabilitation and Maintenance Project – Phase 2 ("Project"), occurring on property located within Escondido, CA 92025 and having various assessor's parcel numbers ("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 \$5,582,894 ("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 ("NTP"). CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy within 65 working days from the date listed on the NTP ("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) *Fire Insurance.* Before the commencement of the Work, the CONTRACTOR shall procure, maintain, and cause to be maintained at the CONTRACTOR's expense, fire insurance on all Work subject to loss or damage by fire and the entire structure on which the Work of this Agreement is to be done to the insurable value thereof. The amount of fire insurance shall be subject to approval by the CITY and shall be sufficient to protect the Work against loss or damage in full until the Work is completed and accepted by the CITY. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the CITY.
 - (5) *Builder's Risk/"All Risk" Insurance.* The CONTRACTOR, during the progress of the Work and until final acceptance of the Work by CITY, shall maintain Builder's Risk/"All Risk," course-of-construction insurance satisfactory to CITY issued on a completed value basis of all WORK pursuant to this Agreement. Coverage is to provide extended coverage and insurance against vandalism, theft, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Engineer's services and expenses required as a result of such insured loss upon the Work, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the CITY and the City Engineer as an additional named insured and any other person with an insurable interest designated.
 - (6) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
 - (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
 - (3) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later

edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.

- (4) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
 - (5) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (6) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (7) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.
 - (8) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
 - (9) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
 - d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- e. *No Limitation of Obligations.* The insurance requirements within this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.
- f. *Compliance.* Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of this Agreement, including, without limitation, the obligation to defend and indemnify the CTY and the City Engineer. In the event that CONTRACTOR fails to comply with any insurance requirement set forth in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop Work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

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

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

8. Bonds.

- a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:
 - (1) *Faithful Performance Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.

- (2) *Labor and Materials Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.
- b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.
- c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.
- e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.
9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.
10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so ("Cure Period"), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Property, or any portion thereof, and take exclusive possession of the Property or any portion thereof, together with all material and equipment thereon, and may complete the Work or any portion of the Work, either by (i) furnishing the necessary tools, equipment, labor, or materials; or (ii) letting the unfinished portion of the work, or any portion thereof, to another contractor; or (iii) demanding the surety hire another contractor; or (iv) any combination of such methods. The CITY's procuring of the completion of the Work, or the portion of the Work taken over by the CITY, shall be a charge against the CONTRACTOR and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of such charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment if CONTRACTOR fails to pay in full any such cost incurred by the CITY. The permissible charges for any such

procurement of the completion of the Work include actual costs and fees incurred to third party individuals and entities (including but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY's employees to the Project.

11. Other Legal Requirements Incorporated. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though such law or clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
13. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
14. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
15. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR, and pursuant to action of the Escondido City Council.
16. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
17. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
18. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
19. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
20. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
21. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

22. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the work under this Agreement. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. Prevailing Wages and Department of Industrial Relations Compliance. Pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages, including but not limited to the keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions. CONTRACTOR shall file the required workers' compensation certificate before commencing work under this Agreement. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
24. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any portion of the Work under this Agreement are and will be authorized to perform the Work in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Work. CONTRACTOR agrees to comply with the IRCA before commencing any portion of the Work, and continuously throughout the performance of the Work and the term of this Agreement.
25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Paul McNamara, Mayor

EAGLE PAVING COMPANY, 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: _____

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

CITY COUNCIL STAFF REPORT

Consent Item No. 7

September 15, 2021

File No. 0685-20

SUBJECT: Annexing Property to Citywide Services Community Facilities District (CFD) 2020-1

DEPARTMENT: Engineering Services Department

RECOMMENDATION: It is requested that the City Council adopt Resolution No. 2021-130 annexing three projects containing 65-units into the Citywide Services CFD 2020-1. Each property owner has voluntarily provided a signed form consenting to the annexation.

FISCAL ANALYSIS:

Prior to the economic impacts of COVID-19, the General Fund long-term financial plan projected annual deficits growing to \$13 million by Fiscal Year 2023/24.

On January 15, 2020, the City Council was provided the results of the Keyser Marston Fiscal Impact Analysis ("FIA") concluding that the cost to provide municipal services to new residential development exceeds revenue by \$536 to \$783 for each new residential unit per year.

PREVIOUS COUNCIL ACTION:

On June 12, 2019, the City Council directed City of Escondido ("City") 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 January 15, 2020, the City Council adopted Resolution No. 2020-2, directing staff to prepare documents necessary to consider the formation of a CFD as a streamlined means to offset ongoing municipal costs of services resulting from new development (Services CFD).

On April 8, 2020, the City Council adopted Resolution No. 2020-24 declaring its intent to establish Community Facilities District No. 2020-1, a Citywide Services CFD to fund municipal services required for new development and setting a public hearing date of May 13, 2020.

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 zone of the Services CFD (Zone 2020-2).

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 zone of the Services CFD (Zone 2020-03).

On November 18, 2020, the City Council adopted Resolution No. 2020-160 annexing two 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).

BACKGROUND:

The goal of the Citywide Services CFD is to provide a streamlined way to make new development revenue neutral such that existing residents do not subsidize development. Annexing into the Services CFD, after approval by the City Council, is an efficient way to allow property owners to fund the costs of providing ongoing public services to their project and avoids widening of the structural budget deficit as a result of new development.

Zone 2020-5 will be the fifth zone of the Citywide Services CFD that is comprised of three projects totaling 65 units. The following projects have provided forms consenting to the annexation of the property into the Citywide Services CFD.

Zone 2020-5 Annexation Table Detailing Special Tax Rates Applicable for FY 2021/22:

Annexation Table Detailing Special Tax Rates Applicable for FY 2021/22:

Project/Address	Land Use Category	Units	Annual Special Tax Per Unit*	FY 2020/21 Special Tax Revenue
2200, 2208, 2210, 2222 & 2224 S. Escondido Blvd., Escondido, CA 92025	2	62	\$757.86	\$46,987.32
2819 Wanek Rd., Escondido, CA 92027	1	2	\$546.72	\$1,093.44
2639 Canyon Crest Dr., Escondido, CA 92027	1	1	\$546.72	\$546.72
Cumulative Total:				\$48,627.48

** For FY 2021/22 in accordance with the RMA for CFD 2020-1 (Services)*

Annual Levy: Prior to July 30th of each year, the special tax levy will be set by the City Council for all properties within CFD 2020-1. The special tax for CFD 2020-1 will escalate at the maximum rate of inflation as determined by the Consumer Price Index (CPI) and at a minimum rate of 2% per year.

Including the above parcels proposed for annexation, the Citywide Services CFD will provide a convenient method for twelve projects totaling 574 units to offset the ongoing costs to provide municipal services. It is estimated that \$435,000.00 in annual costs are necessary to provide these residential units with future municipal services.

ENVIRONMENTAL STATUS:

The entitlements for the three applicable projects were previously approved by the City, and the voluntary annexation of the projects into the CFD has been included as a condition of approval for each of the projects. At the time of project approval, each project was determined to be categorically exempt from further environmental review under the California Environmental Quality Act ("CEQA") as follows:

- 2200 – 2224 S. Escondido Boulevard: Tentative Subdivision Map, Condominium Permit, and Grading Exemption approved by Planning Commission on March 23, 2021; categorically exempt pursuant to CEQA Guidelines section 15332 (In-Fill Development Projects)
- 2819 Wanek Road: Minor Land Division, Splitting from one lot to two, and therefore is categorically exempt pursuant to CEQA Guidelines section 15315 (Minor Land Divisions)
- 2639 Canyon Crest Drive: Single Family Residence, Grading and Building permits are ministerial approvals and therefore is categorically exempt pursuant to CEQA Guidelines section 15268 (Ministerial Projects)

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
09/08/21 3:44 p.m.

ATTACHMENTS:

1. Resolution No. 2021-130
2. Resolution No. 2021-130 – Exhibit "A" – Unanimous Approval
3. Resolution No. 2021-130 – Exhibit "B" – Boundary Map CFD
4. Resolution No. 2021-130 – Exhibit "C" – Rate and Method of Apportionment of Special Taxes
5. Resolution No. 2021-130 – Exhibit "D" – Legal Description

RESOLUTION NO. 2021-130

RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 2020-1 OF THE
CITY OF ESCONDIDO (SERVICES),
ANNEXING TERRITORY TO COMMUNITY
FACILITIES DISTRICT NO. 2020-1 OF THE
CITY OF ESCONDIDO (SERVICES)

WHEREAS, on April 8, 2020, the City Council (the “City Council”) of the City of Escondido adopted Resolution No. 2020-24 (the “Resolution of Intention”), declaring its intention to establish Community Facilities District No. 2020-1 of the City of Escondido (Services) (“Community Facilities District No. 2020-1” or the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”); and

WHEREAS, pursuant to Section 53339.3 of the Act, the Resolution of Intention included a description of the future annexation area of the District (the “Future Annexation Area”), wherein property owners may be annexed into the District only with the unanimous approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed into the District; and

WHEREAS, the Resolution of Intention described (i) the services that may be provided by the District; (ii) the levy of special taxes pursuant to the rate and method of apportionment of the special tax, as set forth in Exhibit “C” attached to the Resolution of Intention (the “Rate and Method”); and (iii) the Future Annexation Area; and

WHEREAS, on May 13, 2020, after a duly noticed public hearing, the City Council adopted Resolution No. 2020-44 (the “Resolution of Formation”) establishing Community Facilities District No. 2020-1 and calling a special election therein to authorize (i) the levy of special taxes pursuant to the Rate and Method, and (ii) the establishment of an appropriations limit for Community Facilities District No. 2020-1; and

WHEREAS, pursuant to a Unanimous Approval executed by Michael Riddlesperger on behalf of WARMINGTON ESCONDIDO, LLC, a Delaware limited liability company, (“Owner 1”), dated July 14, 2021, attached hereto as Exhibit “A” (the “Owner 1 Unanimous Approval”), Owner 1 stated its intention to annex the territory described in Exhibit “B” and Exhibit “D” to the Owner 1 Unanimous Approval to the District (the “ Owner 1 Annexation Territory”) with no further hearings or procedures required with respect to such annexation to the District; and

WHEREAS, pursuant to a Unanimous Approval executed by Patricia Serrato on behalf of Jesus H. Serrato and Patricia Serrato, (“Owner 2”), dated July 13, 2021, attached hereto as Exhibit “A” (the “Owner 2 Unanimous Approval”), Owner 2 stated its intention to annex the territory described in Exhibit “B” and Exhibit “D” to the Owner 2 Unanimous Approval to the District (the “ Owner 2 Annexation Territory”) with no further hearings or procedures required with respect to such annexation to the District; and

WHEREAS, pursuant to a Unanimous Approval executed by Alfonso V. Arroyo, Jr. and Isabel Maria Arroyo (“Owner 3”), and, together with Owner 1 and Owner 2, the “Owners” dated July 31, 2021, attached hereto as Exhibit “A” (the “Owner 3 Unanimous Approval,” and, together with the Owner 1 Unanimous Approval and the Owner 2

Unanimous Approval , the “Unanimous Approvals”), Owner 3 stated its intention to annex the territory described in Exhibit B to the Owner 3 Unanimous Approval to the District (the “Owner 2 Annexation Territory,” and, together with the Owner 1 Annexation Territory and the Owner 2 Annexation territory, the “Annexation Territory”) with no further hearings or procedures required with respect to such annexation to the District; and

WHEREAS, the Annexation Territory is within the Future Annexation Area of the District; and

WHEREAS, on the basis of all of the foregoing, the City Council has determined at this time to proceed with the annexation of the Annexation Territory to the District;

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

1. That the above recitations are true.
2. The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the District and the proposed annexation of the Annexation Territory to the District were valid and in conformity with the requirements of law, including the Act, and the annexation of the Annexation Territory to the District in accordance with the Unanimous Approval is hereby approved.
3. The map showing the original boundaries of the District designated as “Boundary Map of Community Facilities District No. 2020-1 (Services) City of Escondido, County of San Diego, State of California”, which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets

and Highways Code in the County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder's office of the County of San Diego in Book No. 48 Page Nos. 79-80 on April 13, 2020, as Instrument No. 2020-7000088.

4. The City Council hereby authorizes a map showing the Annexation Territory to be annexed to the District and be made subject to taxation in the form attached hereto as Exhibit "B" be recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder's office of the County of San Diego.

5. The City Council hereby adopts the Rate and Method attached as Exhibit "C" to the Resolution of Intention as the applicable rate and method for the Annexation Territory. Except where funds are otherwise available, it is the intention of the City Council to levy the proposed special taxes at the rates within the Annexation Territory set forth in the Rate and Method on all non-exempt property within the Annexation Territory sufficient to pay for (i) the Services (as defined in the Rate and Method), and (ii) Incidental Expenses (as defined in the Rate and Method). The District expects to incur, and in certain cases has already incurred, Incidental Expenses in connection with the annexation of the Annexation Territory to the District. The rate and method of apportionment of the special tax applicable to the Annexation Territory is described in detail in Exhibit "C" to the Resolution of Intention which is incorporated herein by this reference, and the City Council hereby finds that Exhibit "C" to the Resolution of Intention contains sufficient detail to allow each landowner within the Annexation

Territory to estimate the maximum amount that may be levied against each parcel. The special tax is apportioned to each parcel on the foregoing bases pursuant to Section 53325.3 of the Act and such special tax is not on or based upon the ownership of real property.

6. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all non-exempt real property in the Annexation Territory and this lien shall continue in force and effect until the levy of the special tax by the District ceases in accordance with the Rate and Method.

7. Consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within the Annexation Territory, if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within the Annexation Territory and will be benefited by the Services proposed to be provided within Community Facilities District No. 2020-1 and the Annexation Territory.

8. It is hereby further determined that there is no ad valorem property tax currently being levied on property within the Annexation Territory for the exclusive purpose of paying for the same services as are proposed to be provided by Community Facilities District No. 2020-1.

9. This Resolution shall be effective upon its adoption.

UNANIMOUS APPROVAL

Community Facilities District No. 2020-1 of the City of Escondido (Services)

July 14th, 2021

Community Facilities District No. 2020-1
of the City of Escondido (Services)
201 North Broadway
Escondido, CA 92025
Attention: City Manager

The City of Escondido (the "City") has formed Community Facilities District No. 2020-1 of the City of Escondido (Services) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the "Act"). The purpose of the District is to finance (1) certain services caused by development within the District (collectively, the "Services") described in Attachment "B" to Resolution No. 2020-24 of the City Council of the City adopted April 8, 2020 (the "Resolution of Intention," attached hereto as Exhibit 2 and incorporated herein by this reference) and (2) "Incidental Expenses" as said term is defined in Attachment "C" to the Resolution of Intention (Rate and Method of Apportionment of Special Taxes).

The undersigned property Owner (the "Owner") hereby states and certifies under penalty of perjury as follows:

1. This Unanimous Approval is submitted by the Owner who is the record owner of fee title to the real property and improvements thereon as described in Exhibit 1, attached hereto and incorporated herein by this reference (collectively, the "Annexation Territory"). The Owner has provided the District valid and current evidence of its ownership of fee title to the Annexation Territory and possesses all legal authority necessary to execute this Unanimous Approval.

2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding July 14th, 2021

3. This Unanimous Approval constitutes the unanimous approval of the Owners in favor of the following within the meaning of Sections 53329.6, 53339.2 and 53339.3 of the Act:

(a) Annexation. The annexation of the Annexation Territory to the District for the purpose of financing the Services and Incidental Expenses set forth in Attachment "B" to the Resolution of Intention (Exhibit 2 hereto).

(b) Special Tax. The levy of special taxes in the Annexation Territory to finance the Services and the Incidental Expenses in accordance with the Rate and Method of Apportionment of Special Taxes described within Attachment "C" to the Resolution of Intention (Exhibit 2 hereto) and this Unanimous Approval (the "Special Tax").

4. Pursuant to Section 53329.6 of the Act, this Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in this Section 3 for purposes of the California Constitution, including but not limited to Articles XIII A and XIII C.

5. The Owner hereby acknowledges that no further hearings or procedures are required with respect to the approval of the matters set forth in Section 3 above.

6. The Owner understands and hereby unanimously approves that the Special Tax is authorized to be levied on the Annexation Territory annexed to the District, and the lien is a continuing lien that shall secure each annual levy of the Special Taxes and that shall continue in force and effect until the Special Tax obligation is canceled in accordance with law or until the Special Tax ceases to be levied and a Notice of Cessation of Special Tax is recorded in accordance with Section 53330.5 of the Government Code.

7. The Owner hereby waives any and all requirements with respect to the approval of the matters set forth in this Unanimous Approval, including without limitation the preparation of an impartial analysis, arguments, or rebuttals concerning elections as provided for by Sections 9160 to 9167, inclusive, and Section 9190 of the Elections Code, and preparation of a tax rate statement as provided in Section 9401 of the Elections Code and any further notices of such approvals as may be required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the approval process set forth herein, the Owner waives compliance with any and all provisions of the Elections Code and Government Code, and with any other time limits or requirements pertaining to this Unanimous Approval.

8. The Owner hereby represents that compliance with any additional procedural requirements for the Unanimous Approval provided for herein, including the receipt of any arguments for or against such approval and impartial analyses and the time limitations that may apply in connection with scheduling, mailing, and publishing notices, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the Special Tax as set forth in Resolution No. 2020-44 of the City Council of the City adopted May 13, 2020 (the "Resolution of Formation") to allow it to properly complete this Unanimous Approval. The Owner further waives its right to make any protest or complaint or undertake any legal action challenging the validity of this Unanimous Approval and any proceedings taken in connection therewith or the levy of the Special Tax to finance the costs of the Services for the benefit of the Annexation Territory.

9. The Owner hereby authorizes the District to execute and cause to be recorded in the Office of the County Recorder of the County of San Diego a Notice of Special Tax Lien in accordance with Streets and Highways Code section 3117.5, which shall give notice that a lien to secure payment of the Special Tax is imposed by the District. The Owner further represents that there is no currently pending transfer of the Annexation Territory, or anticipated transfer of the Annexation Territory, that will affect the ability to record a Notice of Special Tax Lien or complete any other procedural steps described in this Unanimous Approval.

10. The Owner hereby warrants to the District that the presentation of this Unanimous Approval, any vote, consent, or waiver contained herein, and any other action mandated by the City for the annexation of the Annexation Territory to the District, shall not constitute or be construed as an event of default or delinquency under any existing or proposed financing document entered into or to be entered into by the Owner for the Annexation Territory, including without limitation any "due-on-encumbrance" clause under any existing security instrument secured by the Annexation Territory.

11. The Owner hereby agrees to comply with Section 53341.5 of the Government Code with respect to disclosures about the Special Tax to prospective purchasers of the Annexation Territory or any part of it.

12. The Owner hereby further agrees to execute any additional or supplemental agreements that may be reasonably required by the District to provide for any of the actions and conditions described in this Unanimous Approval.

13. The Owner hereby represents that (i) the signature page of this Unanimous Approval identifies all persons and entities holding title to the Annexation Territory, and (ii) no consent or approval of any third party is required for the Owner's execution of this Unanimous Approval except for any such consent or approval that the Owner has already obtained.

14. This Unanimous Approval shall be effective upon its execution and delivery.

I certify under the penalty of perjury under the laws of the State of California that the foregoing Unanimous Approval is true and correct; I have the authority to execute this Unanimous Approval as, or on behalf of, the Owner; and this Unanimous Approval is hereby executed this 14th day of JULY 2021 in COSTA MESA, California.



(signature)

Name: Michael Riddlesperger

Title: CFO

(Above signature must be notarized; Acknowledgement page follows.)

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 Orange

On 7/14/2021 before me, J.Cresap, Notary Public
(insert name and title of the officer)

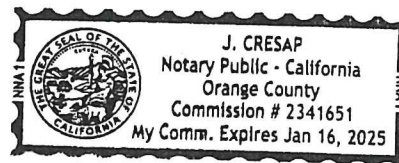
personally appeared Michael Riddlesperger,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ 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)



Description of Attached Document:

Date:

EXHIBIT 1

ANNEXATION TERRITORY

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

Assessor's Parcel Nos:

Rajesh Badri

From: Tim Hockwald <TimH@warmingtongroup.com>
Sent: Thursday, August 19, 2021 3:17 PM
To: Rajesh Badri
Subject: RE: CDF for Warmington Condo Project

Hey Rajesh,

I have no exceptions.

For the City Council meeting, does someone from Warmington need to be present? Are meeting in person at this time?

Thank you for your assistance.

Tim Hockwald | Project Coordinator
Warmington Residential | Southern California Division

3090 Pullman Street | Costa Mesa, CA 92626
T: 714.434.4490 | C: 909.615.5213 **PRIMARY**



From: Rajesh Badri [mailto:rbadri@escondido.org]
Sent: Wednesday, August 18, 2021 2:03 PM
To: Tim Hockwald <TimH@warmingtongroup.com>
Subject: RE: CDF for Wamington Condo Project
Importance: High

Tim,
I see that the Exhibit 1 didn't include the project's parcel numbers. I have inputted it in the Unanimous Approval for your convenience. Can you please confirm you have no exceptions? Please let me know if you have any questions. This CFD annexation will be going to Council on September 15. Thank you for your cooperation, Rajesh



Rajesh Badri
Management Analyst
Engineering Services | City of Escondido
Direct: 760-839-4665
www.escondido.org

From: Tim Hockwald <TimH@warmingtongroup.com>
Sent: Wednesday, July 28, 2021 2:44 PM

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
WARMINGTON RESIDENTIAL CALIFORNIA, INC.,
a California corporation**

The undersigned, constituting all the duly qualified and acting directors of Warmington Residential California, Inc., a California corporation, do by this writing consent to, approve and adopt the following resolutions:

AUTHORITY OF OFFICERS

WHEREAS, it is deemed to be in the best interests of this corporation and its shareholders to state the signing authority of the officers of this corporation.

NOW, THEREFORE, BE IT RESOLVED, that all of the officers are hereby granted the signing authority specified in these resolutions.

RESOLVED FURTHER, that the documents identified in these resolutions shall mean the documents, instruments and agreements identified on Exhibit "A" to these resolutions.

RESOLVED FURTHER, that the officers are hereby authorized to execute any and all documents on behalf of this corporation that pertain specifically to each officer's designated office.

RESOLVED FURTHER, that the following officers are hereby specifically authorized to execute on behalf on this corporation the documents identified below, either solely or jointly in accordance with the number of signatures specified on each document:

<u>Document</u>	<u>No. of Signatures</u>	<u>Officers Authorized</u>
Major Debt-Related Instruments	1	Chief Executive Officer President Chief Financial Officer

Minor Debt-Related Instruments	1	Chief Executive Officer President Chief Financial Officer Executive Vice President Vice President - Finance
Subdivision Maps	1	Chief Executive Officer President Chief Financial Officer Executive Vice President Vice President - Community Development Senior Vice President any Divisional President
Land Purchase, Sale Agreements & Amendments	2	Chief Executive Officer* President* Chief Financial Officer * Executive Vice President Vice President - Community Development Vice President – Finance Senior Vice President any Divisional President any Divisional Vice President Land Acquisition any Divisional Director or Manager of Land Acquisition
<i>[*Required as one (1) of the two (2) signors]</i>		
Binding Letters of Intent	2	Chief Executive Officer* President* Chief Financial Officer * Executive Vice President Vice President - Community Development Vice President – Finance Senior Vice President any Divisional President any Divisional Vice President - Land Acquisition any Divisional Director or Manager of Land Acquisition
<i>[*Required as one (1) of the two (2) signors]</i>		

Non-Binding
Letters of Intent

1

Chief Executive Officer
President
Chief Financial Officer
Executive Vice President
Vice President - Community Development
Vice President – Finance
Senior Vice President
any Divisional President
any Divisional Vice President - Land Acquisition
any Divisional Director or Manager of Land Acquisition

Construction Contracts
and Agreements

1

Chief Executive Officer
President
Chief Financial Officer
Executive Vice President
Vice President - Community Development
Senior Vice President
Vice President - Marketing
any Divisional President
any Divisional Vice President – Multi-Family Properties
any Divisional Vice President – Land Acquisition
any Divisional Vice President – Sales & Marketing
any Divisional Director of Construction
any Divisional Director of Forward Planning
any Divisional Director of Land Acquisition
any Divisional Director of Land Development
any Divisional Director of Purchasing
any Divisional Manager - Purchasing
any Divisional Manager - Construction
any Divisional Project Manager

Bureau of Real Estate
(BRE) Instruments

1

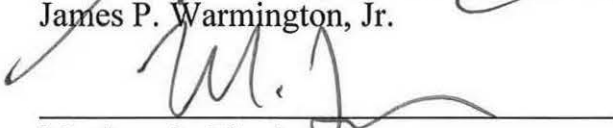
Chief Executive Officer
President
Chief Financial Officer
Executive Vice President
Secretary
Assistant Secretary
Vice President - Marketing
any Divisional President
any Divisional Vice President – Escrow
any Divisional Vice President – Sales & Marketing
any Divisional Assistant Vice President – Sales & Escrow
any Divisional Director of Escrow

Individual Home Sale Documents	1	Chief Executive Officer President Chief Financial Officer Executive Vice President Secretary Assistant Secretary any Divisional President any Divisional Vice President - Escrow any Divisional Vice President - Sales and Marketing any Divisional Assistant Vice President – Sales & Escrow any Divisional Director of Escrow
Employee Contracts	1	Chief Executive Officer President Chief Financial Officer Executive Vice President
Partnership Documents	1	Chief Executive Officer President Chief Financial Officer

IN WITNESS WHEREOF, the undersigned have executed this Action By
Unanimous Written Consent as of January 15, 2019.

Directors:


James P. Warmington, Jr.


Matthew L. Tingler

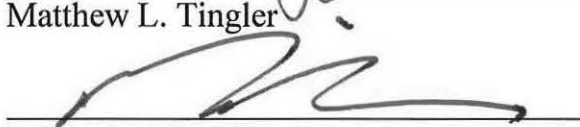

Michael G. Riddlesperger

Exhibit A

Document Descriptions

The following types of documents shall refer to:

1	Major Debt-Related Instruments	Promissory notes, deeds of trust, and primary loan agreements
2	Minor Debt-Related Instruments	Any loan document not referred to above under Major Debt-Related Instruments, including loan document affidavits and loan guarantees
3	Subdivision Maps	Subdivision maps
4	Land Purchase and Sale Instruments	Documents and agreements relating to the acquisition or disposition of real property for development, except for documents and agreements relating to the sale of inventory property to the public in the ordinary course of business
5	Construction Contracts and Agreements	Documents and agreements relating to the purchase of construction materials and construction contracts and agreements
6	DRE Instruments	Documents which are filed with the California Department of Real Estate
7	Individual Home Sale Documents	Purchase agreements, escrow instructions, real estate loan applications and grant deeds relating to the sale of residential units to the public
8	Employee Contracts	Contracts or agreements with prospective employees of the corporation

9	Partnership Documents	General or limited partnership agreements, or limited liability company agreements, for the acquisition, development and/or construction financing for residential real estate, or guarantees, indemnification agreements and other documents arising therefrom
10	Letters of Intent	Documents outlining terms of a transaction for the acquisition, development, financing or sale of residential real estate being signed prior to a definitive agreement for the transaction being signed and which contain one or more transactional terms that are binding on the parties
11	Non Binding Letters of Intent	Documents outlining terms of a transaction for the acquisition, development, financing or sale of residential real estate being signed prior to a definitive agreement for the transaction being signed and which contain no transactional terms that are binding on the parties (but may contain binding obligations to continue negotiations in good faith or the granting of exclusivity rights to one or both parties for a period of time)

UNANIMOUS APPROVAL

**Community Facilities District No. 2020-1
of the City of Escondido (Services)**

July 13, 2021

Community Facilities District No. 2020-1
of the City of Escondido (Services)
201 North Broadway
Escondido, CA 92025
Attention: City Manager

The City of Escondido (the "City") has formed Community Facilities District No. 2020-1 of the City of Escondido (Services) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the "Act"). The purpose of the District is to finance (1) certain services caused by development within the District (collectively, the "Services") described in Attachment "B" to Resolution No. 2020-24 of the City Council of the City adopted April 8, 2020 (the "Resolution of Intention," attached hereto as Exhibit 2 and incorporated herein by this reference) and (2) "Incidental Expenses" as said term is defined in Attachment "C" to the Resolution of Intention (Rate and Method of Apportionment of Special Taxes).

The undersigned property Owner (the "Owner") hereby states and certifies under penalty of perjury as follows:

1. This Unanimous Approval is submitted by the Owner who is the record owner of fee title to the real property and improvements thereon as described in Exhibit 1, attached hereto and incorporated herein by this reference (collectively, the "Annexation Territory"). The Owner has provided the District valid and current evidence of its ownership of fee title to the Annexation Territory and possesses all legal authority necessary to execute this Unanimous Approval.

2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding July 13, 2021.

3. This Unanimous Approval constitutes the unanimous approval of the Owners in favor of the following within the meaning of Sections 53329.6, 53339.2 and 53339.3 of the Act:

(a) Annexation. The annexation of the Annexation Territory to the District for the purpose of financing the Services and Incidental Expenses set forth in Attachment "B" to the Resolution of Intention (Exhibit 2 hereto).

(b) Special Tax. The levy of special taxes in the Annexation Territory to finance the Services and the Incidental Expenses in accordance with the Rate and Method of Apportionment of Special Taxes described within Attachment "C" to the Resolution of Intention (Exhibit 2 hereto) and this Unanimous Approval (the "Special Tax").

4. Pursuant to Section 53329.6 of the Act, this Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in this Section 3 for purposes of the California Constitution, including but not limited to Articles XIII A and XIII C.

5. The Owner hereby acknowledges that no further hearings or procedures are required with respect to the approval of the matters set forth in Section 3 above.

6. The Owner understands and hereby unanimously approves that the Special Tax is authorized to be levied on the Annexation Territory annexed to the District, and the lien is a continuing lien that shall secure each annual levy of the Special Taxes and that shall continue in force and effect until the Special Tax obligation is canceled in accordance with law or until the Special Tax ceases to be levied and a Notice of Cessation of Special Tax is recorded in accordance with Section 53330.5 of the Government Code.

7. The Owner hereby waives any and all requirements with respect to the approval of the matters set forth in this Unanimous Approval, including without limitation the preparation of an impartial analysis, arguments, or rebuttals concerning elections as provided for by Sections 9160 to 9167, inclusive, and Section 9190 of the Elections Code, and preparation of a tax rate statement as provided in Section 9401 of the Elections Code and any further notices of such approvals as may be required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the approval process set forth herein, the Owner waives compliance with any and all provisions of the Elections Code and Government Code, and with any other time limits or requirements pertaining to this Unanimous Approval.

8. The Owner hereby represents that compliance with any additional procedural requirements for the Unanimous Approval provided for herein, including the receipt of any arguments for or against such approval and impartial analyses and the time limitations that may apply in connection with scheduling, mailing, and publishing notices, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the Special Tax as set forth in Resolution No. 2020-44 of the City Council of the City adopted May 13, 2020 (the "Resolution of Formation") to allow it to properly complete this Unanimous Approval. The Owner further waives its right to make any protest or complaint or undertake any legal action challenging the validity of this Unanimous Approval and any proceedings taken in connection therewith or the levy of the Special Tax to finance the costs of the Services for the benefit of the Annexation Territory.

9. The Owner hereby authorizes the District to execute and cause to be recorded in the Office of the County Recorder of the County of San Diego a Notice of Special Tax Lien in accordance with Streets and Highways Code section 3117.5, which shall give notice that a lien to secure payment of the Special Tax is imposed by the District. The Owner further represents that there is no currently pending transfer of the Annexation Territory, or anticipated transfer of the Annexation Territory, that will affect the ability to record a Notice of Special Tax Lien or complete any other procedural steps described in this Unanimous Approval.

10. The Owner hereby warrants to the District that the presentation of this Unanimous Approval, any vote, consent, or waiver contained herein, and any other action mandated by the City for the annexation of the Annexation Territory to the District, shall not constitute or be construed as an event of default or delinquency under any existing or proposed financing document entered into or to be entered into by the Owner for the Annexation Territory, including without limitation any "due-on-encumbrance" clause under any existing security instrument secured by the Annexation Territory.

11. The Owner hereby agrees to comply with Section 53341.5 of the Government Code with respect to disclosures about the Special Tax to prospective purchasers of the Annexation Territory or any part of it.

12. The Owner hereby further agrees to execute any additional or supplemental agreements that may be reasonably required by the District to provide for any of the actions and conditions described in this Unanimous Approval.

13. The Owner hereby represents that (i) the signature page of this Unanimous Approval identifies all persons and entities holding title to the Annexation Territory, and (ii) no consent or approval of any third party is required for the Owner's execution of this Unanimous Approval except for any such consent or approval that the Owner has already obtained.

14. This Unanimous Approval shall be effective upon its execution and delivery.

I certify under the penalty of perjury under the laws of the State of California that the foregoing Unanimous Approval is true and correct; I have the authority to execute this Unanimous Approval as, or on behalf of, the Owner; and this Unanimous Approval is hereby executed this 13 day of July 2021 in Escondido, California.

Pat

(signature)

Name: Patricia Serrato

Title: OWNER

(Above signature must be notarized; Acknowledgement page follows.)

***Please see attached
notarial certificate.***

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)

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 San Diego

On 7/13/2021 before me, John Gabbour, Notary Public
(insert name and title of the officer)

personally appeared Patricia Serrato,
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)

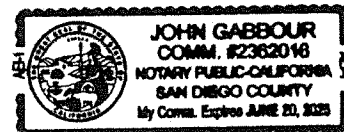


EXHIBIT 1

ANNEXATION TERRITORY

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

Assessor's Parcel Nos:

Rajesh Badri

From: Jesus Serrato <jserrato62@yahoo.com>
Sent: Tuesday, August 24, 2021 12:47 PM
To: Rajesh Badri
Cc: Jesus Serrato
Subject: [EXT] Re: 2819 Wanek Rd. Unanimous Approval and Exhibit 1

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender email address AND know the content is safe.

Hi this is Jesse, I have no exception to Exhibit 1.
thanks Jesus Serrato

On Monday, August 23, 2021, 08:28:08 AM PDT, Rajesh Badri <rbadri@escondido.org> wrote:

Good morning Jesus and Bill,

I spoke to Bill about this last Friday. Jesus, can you please confirm you have no exception to the Exhibit 1? Thanks,
Rajesh



Rajesh Badri
Management Analyst
Engineering Services | City of Escondido
Direct: 760-839-4665
www.escondido.org

From: Rajesh Badri
Sent: Wednesday, August 18, 2021 1:52 PM
To: 'Jesus Serrato' <jserrato62@yahoo.com>; 'Bill Yen' <billyenassociates@gmail.com>
Subject: RE: 2819 Wanek Rd. Unanimous Approval and Exhibit 1

Sorry, with attachment this time. Can you please confirm you have no exceptions to the Exhibit 1? Please let me know if you have any questions. Thanks, Rajesh

UNANIMOUS APPROVAL

Community Facilities District No. 2020-1 of the City of Escondido (Services)

July 31, 2021

Community Facilities District No. 2020-1
of the City of Escondido (Services)
201 North Broadway
Escondido, CA 92025
Attention: City Manager

The City of Escondido (the "City") has formed Community Facilities District No. 2020-1 of the City of Escondido (Services) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the "Act"). The purpose of the District is to finance (1) certain services caused by development within the District (collectively, the "Services") described in Attachment "B" to Resolution No. 2020-24 of the City Council of the City adopted April 8, 2020 (the "Resolution of Intention," attached hereto as Exhibit 2 and incorporated herein by this reference) and (2) "Incidental Expenses" as said term is defined in Attachment "C" to the Resolution of Intention (Rate and Method of Apportionment of Special Taxes).

The undersigned property Owner (the "Owner") hereby states and certifies under penalty of perjury as follows:

1. This Unanimous Approval is submitted by the Owner who is the record owner of fee title to the real property and improvements thereon as described in Exhibit 1, attached hereto and incorporated herein by this reference (collectively, the "Annexation Territory"). The Owner has provided the District valid and current evidence of its ownership of fee title to the Annexation Territory and possesses all legal authority necessary to execute this Unanimous Approval.

2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding July 31, 2021

3. This Unanimous Approval constitutes the unanimous approval of the Owners in favor of the following within the meaning of Sections 53329.6, 53339.2 and 53339.3 of the Act:

(a) Annexation. The annexation of the Annexation Territory to the District for the purpose of financing the Services and Incidental Expenses set forth in Attachment "B" to the Resolution of Intention (Exhibit 2 hereto).

(b) Special Tax. The levy of special taxes in the Annexation Territory to finance the Services and the Incidental Expenses in accordance with the Rate and Method of Apportionment of Special Taxes described within Attachment "C" to the Resolution of Intention (Exhibit 2 hereto) and this Unanimous Approval (the "Special Tax").

4. Pursuant to Section 53329.6 of the Act, this Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in this Section 3 for purposes of the California Constitution, including but not limited to Articles XIII A and XIII C.

5. The Owner hereby acknowledges that no further hearings or procedures are required with respect to the approval of the matters set forth in Section 3 above.

6. The Owner understands and hereby unanimously approves that the Special Tax is authorized to be levied on the Annexation Territory annexed to the District, and the lien is a continuing lien that shall secure each annual levy of the Special Taxes and that shall continue in force and effect until the Special Tax obligation is canceled in accordance with law or until the Special Tax ceases to be levied and a Notice of Cessation of Special Tax is recorded in accordance with Section 53330.5 of the Government Code.

7. The Owner hereby waives any and all requirements with respect to the approval of the matters set forth in this Unanimous Approval, including without limitation the preparation of an impartial analysis, arguments, or rebuttals concerning elections as provided for by Sections 9160 to 9167, inclusive, and Section 9190 of the Elections Code, and preparation of a tax rate statement as provided in Section 9401 of the Elections Code and any further notices of such approvals as may be required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the approval process set forth herein, the Owner waives compliance with any and all provisions of the Elections Code and Government Code, and with any other time limits or requirements pertaining to this Unanimous Approval.

8. The Owner hereby represents that compliance with any additional procedural requirements for the Unanimous Approval provided for herein, including the receipt of any arguments for or against such approval and impartial analyses and the time limitations that may apply in connection with scheduling, mailing, and publishing notices, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the Special Tax as set forth in Resolution No. 2020-44 of the City Council of the City adopted May 13, 2020 (the "Resolution of Formation") to allow it to properly complete this Unanimous Approval. The Owner further waives its right to make any protest or complaint or undertake any legal action challenging the validity of this Unanimous Approval and any proceedings taken in connection therewith or the levy of the Special Tax to finance the costs of the Services for the benefit of the Annexation Territory.

9. The Owner hereby authorizes the District to execute and cause to be recorded in the Office of the County Recorder of the County of San Diego a Notice of Special Tax Lien in accordance with Streets and Highways Code section 3117.5, which shall give notice that a lien to secure payment of the Special Tax is imposed by the District. The Owner further represents that there is no currently pending transfer of the Annexation Territory, or anticipated transfer of the Annexation Territory, that will affect the ability to record a Notice of Special Tax Lien or complete any other procedural steps described in this Unanimous Approval.

10. The Owner hereby warrants to the District that the presentation of this Unanimous Approval, any vote, consent, or waiver contained herein, and any other action mandated by the City for the annexation of the Annexation Territory to the District, shall not constitute or be construed as an event of default or delinquency under any existing or proposed financing document entered into or to be entered into by the Owner for the Annexation Territory, including without limitation any "due-on-encumbrance" clause under any existing security instrument secured by the Annexation Territory.

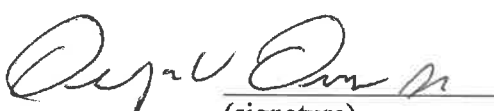
11. The Owner hereby agrees to comply with Section 53341.5 of the Government Code with respect to disclosures about the Special Tax to prospective purchasers of the Annexation Territory or any part of it.

12. The Owner hereby further agrees to execute any additional or supplemental agreements that may be reasonably required by the District to provide for any of the actions and conditions described in this Unanimous Approval.

13. The Owner hereby represents that (i) the signature page of this Unanimous Approval identifies all persons and entities holding title to the Annexation Territory, and (ii) no consent or approval of any third party is required for the Owner's execution of this Unanimous Approval except for any such consent or approval that the Owner has already obtained.

14. This Unanimous Approval shall be effective upon its execution and delivery.

I certify under the penalty of perjury under the laws of the State of California that the foregoing Unanimous Approval is true and correct; I have the authority to execute this Unanimous Approval as, or on behalf of, the Owner; and this Unanimous Approval is hereby executed this 31 day of July 2021 in Vista, California.


(signature) 

Name: Alfonso V Arroyo Jr Isabel M Arroyo

Title: Owners

(Above signature must be notarized; Acknowledgement page follows.)

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 San Diego]

On 07.31.2021, before me,

Maribel Franco, a Notary Public, personally appeared Alfonso V. Arroyo Jr. and Isabel M. Arroyo, 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: Maribel Franco (Seal)



EXHIBIT 1

ANNEXATION TERRITORY

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

Assessor's Parcel Nos:

Rajesh Badri

From: Isabel Arroyo <arroyoisabel73@gmail.com>
Sent: Wednesday, August 18, 2021 2:18 PM
To: Rajesh Badri
Cc: Cynthia F. Worayeth
Subject: Re: [EXT] 2639 Canyon Crest Drive

I approve the Exhibit 1. Thank you Rajesh.

Isabel Arroyo

On Tue, Aug 17, 2021 at 3:30 PM Rajesh Badri <rbadri@escondido.org> wrote:

Isabel,

I see that the Exhibit 1 didn't include the project's parcel number. I have inputted it in the Unanimous Approval for your convenience. Please let me know if you have any questions. This CFD annexation will be going to Council on September 15. Thank you for your cooperation, Rajesh



Rajesh Badri

Management Analyst

Engineering Services | City of Escondido

Direct: 760-839-4665

www.escondido.org

From: Cynthia F. Worayeth <cworayeth@escondido.org>
Sent: Tuesday, August 3, 2021 3:50 PM
To: arroyoisabel73@gmail.com
Cc: Rajesh Badri <rbadri@escondido.org>
Subject: RE: [EXT] 2639 Canyon Crest Drive

Isabel,

I have set up the accounts so that you will be able to create an account in the portal and see and pay for GP21-0023. See the attached for a guide.

BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 2020-1
(SERVICES)
ANNEXATION ZONE 2020-5
OF THE CITY OF ESCONDIDO
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ESCONDIDO,
THIS ____ DAY OF _____, 20____.

BY: _____
CITY CLERK
CITY OF ESCONDIDO
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE BOUNDARIES OF
THE ANNEXATION OF ZONE 202____-____ TO COMMUNITY FACILITIES DISTRICT
NO. 2020-1 OF THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE
OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF
ESCONDIDO AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY
OF _____, 20____, BY ITS RESOLUTION NO. _____.

BY: _____
CITY CLERK
CITY OF ESCONDIDO
STATE OF CALIFORNIA

FILED THIS ____ DAY OF _____, 20____, AT THE HOUR
OF ____ O'CLOCK ____ M. AS DOCUMENT NO. _____ IN BOOK
PAGE(S) _____ OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES
DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY
OF SAN DIEGO, CALIFORNIA.

BY: _____
DEPUTY RECORDER
COUNTY RECORDER, ERNEST J. DRONENBURG, JR.
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

LOT DESIGNATION	
LOT NO.	APN.
①	236-390-02-00
②	236-390-03-00
③	236-390-52-00
④	236-390-53-00
⑤	236-390-54-00
⑥	231-040-17-00
⑦	240-210-18-00

LEGEND

- ① LOT NUMBER
—— ANNEXATION BOUNDARY
----- CITY OF ESCONDIDO / COUNTY OF SAN DIEGO BOUNDARY LINE

SHEET 1 OF 1
DATE: SEPTEMBER, 2021
NO. CFD2020-1



201 N. Broadway
Escondido, Ca. 92025

EXHIBIT C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES COMMUNITY FACILITIES DISTRICT NO. 2020-1 (Services) CITY OF ESCONDIDO

A Special Tax (as hereinafter defined) shall be levied on all Assessor's Parcels within Community Facilities District No. 2020-1 ("CFD No. 2020-1") of the City of Escondido ("City") and collected each Fiscal Year commencing in Fiscal Year 2020-2021, in an amount determined by the City Council, through the application of this Rate and Method of Apportionment of Special Taxes as described below. All of the real property within the boundaries of CFD No. 2020-1, unless exempted by law or by the provisions hereof, shall be subject to the Special Tax for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the acreage of an Assessor's Parcel as shown on an Assessor's Parcel Map. If the acreage is not shown on an Assessor's Parcel Map, the acreage shown on the applicable Final Map, parcel map, condominium plan, or other recorded County map shall be used. If the acreage information supplied by these alternative sources is not available, or in conflict, the acreage used shall be determined by the CFD Administrator or a designee.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the formation, annexation and administration of CFD No. 2020-1, including but not limited to the following: (i) the costs of computing the Special Taxes and preparing and presenting to City Council the Special Tax collection schedules (whether by the City or designee thereof or both); (2) the costs of collecting the Special Taxes (whether by the County or otherwise); (3) the costs to the City, CFD No. 2020-1 or any designee thereof in responding to property owner and public inquiries regarding CFD No. 2020-1, including its Special Taxes; (4) the costs of the City, CFD No. 2020-1 or any designee related to an appeal of the Special Tax; (5) the costs of the City, CFD No. 2020-1 or any designee related to preparing required reporting obligations; (6) the City's annual administration fees and third party expenses; (7) the costs of City staff time and reasonable overhead relating to CFD No. 2020-1; and (8) amounts estimated or advanced by the City or CFD No. 2020-1 for any other administrative purposes of CFD No. 2020-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor" means the County Assessor.

"Assessor's Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's parcel number located within the boundaries of CFD No. 2020-1.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s parcel number.

“Building Permit” means the first legal document issued by the City giving official permission for the construction of a building on an Assessor’s Parcel. For purposes of this definition and application of the Special Tax, “Building Permit” may or may not include any subsequent building permits issued or changed after the first issuance, as determined by the CFD Administrator.

“CFD Administrator” means the Finance Director or other official of the City responsible for determining the Special Tax Requirement, providing for the levy and collection of the Special Taxes and performing the other duties provided herein.

“CFD No. 2020-1” means Community Facilities District No. 2020-1 of the City of Escondido.

“City” means the City of Escondido, California.

“City Council” means the City Council of the City, acting as the Legislative Body of CFD No. 2020-1, or its designee.

“County” means the County of San Diego, California.

“Density” means the maximum number of dwelling units permitted per acre, including streets within the development, excluding all ultimate circulation element street rights-of-way, adjustments for floodways as defined by the Federal Emergency Management Agency (FEMA) or the City, slope categories, and other environmental factors as designated in each land use category and/or open space/ conservation element. All as further defined within the City’s General Plan adopted May 2012 per Resolution 2012-52, as amended from time-to-time. Density shall be determined by the CFD Administrator prior to annexation.

“Developed Property” means, for each Fiscal Year, all Taxable Property for which a Building Permit for new construction was issued prior to March 1st of the prior Fiscal Year.

“Dwelling Unit” or “DU” means, as defined in the City of Escondido Municipal Code 32.102 and amended from time to time, each residential unit, without regard to the square footage of the Dwelling Unit, including but not limited to an individual single-family detached Dwelling Unit, small lot single-family Dwelling Unit, townhome, condominium, apartment, or other such residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure that comprises an independent facility capable of conveyance or rental separate from the primary Dwelling Unit(s). Dwelling Unit does not include an attached or detached accessory dwelling unit, as defined in the Section 33-8 of the Escondido Zoning Code, as amended from time-to-time.

“Exempt Property” means all Assessor’s Parcels designated as being exempt from Special Taxes pursuant to Section D.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Index” means the Consumer Price Index as published by the United State Department of Labor, titled “CPI for All Urban Consumers.” Further defined with the Series Title, “All items

in San Diego – Carlsbad, CA, all urban consumers, not seasonally adjusted”. If this Index is no longer available, an alternative comparable Index will be chosen by the CFD Administrator.

“Land Use Category” means any of the categories listed in Section C, Table 1 which resulted from the initial analysis of the impacts from new Dwelling Units for providing Services and Appendix A, as to the initial property within CFD No. 2020-1, which may be updated from time to time as annexations occur.

“Maximum Special Tax” means for each Assessor’s Parcel and each Fiscal Year, the Maximum Special Tax, determined in accordance with Section C, below, that may be levied on such Assessor’s Parcel in such Fiscal Year.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a Building Permit was issued for any type of non-residential use.

“Proportionately” means for Taxable Property, that the ratio of actual Special Tax levy to the Maximum Special Tax rate is equal for all applicable Assessor’s Parcels within the Zone.

“Rate and Method of Apportionment” means the “Rate and Method of Appointment of Special Taxes for Community Facilities District No. 2020-1 of the City of Escondido.”

“Residential Property” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one or more Dwelling Units.

“Services” means services authorized to be funded by CFD No. 2020-1.

“Special Tax(es)” means the Special Tax authorized to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property within the boundaries of CFD No. 2020-1 in accordance with this Rate and Method of Apportionment.

“Special Tax Requirement” means, subject to the Maximum Special Tax, that amount to be collected in any Fiscal Year to pay for the Services as otherwise required to meet the needs of CFD No. 2020-1. The Special Tax Requirement include the costs for (1) the Services, and (2) Administrative Expenses, less (3) a credit for funds available to reduce the Special Tax levy, if any, as determined by the CFD Administrator.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2020-1 which are not exempt from the Special Tax pursuant to law or Section D below.

“Undeveloped Property” means, for each Fiscal Year, all Assessor’s Parcels, or portions thereof, of Taxable Property not classified as Developed Property.

“Zone” means a mutually exclusive geographic area or areas, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment. The initial Zone of CFD No. 2020-1 is identified as Zone 2020-1. Additional Zones may be created when property is annexed into CFD No. 2020-1.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, beginning with Fiscal Year 2020-21, all property within CFD No. 2020-1 shall be classified as Taxable Property or Exempt Property. Each Assessor Parcel of Taxable Property shall be further classified as Developed Property or Undeveloped Property and shall be subject to Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Section C below. Assessor's Parcels of Taxable Developed Property shall further be classified into Land Use Categories.

C. MAXIMUM SPECIAL TAX

An Assessor's Parcel may contain more than one Land Use Category. The Maximum Special Tax which may be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax that can be imposed based on each Land Use Category applicable to such Assessor's Parcel.

1. Developed Property

a. Maximum Special Tax

Each Fiscal Year, each Assessor's Parcel of Developed Property shall be subject to the Maximum Special Tax. The Maximum Special Tax applicable for Developed Taxable Property within Zone 2020-1 was determined through the application of Table 1, and is as shown in Appendix A. Appendix A will be updated at the time of each annexation to reflect the Land Use Categories and applicable Maximum Special Taxes for each annexed Zone or by areas within each annexed Zone.

The Maximum Special Tax for Fiscal Year 2020-2021 applicable to an Assessor's Parcel of Developed Property shall be determined using Table 1 below.

TABLE 1
Maximum Special Tax Rates
for Developed Residential Property per Dwelling Unit*
Fiscal Year 2020-2021

Land Use Category	Density	Unit	Special Tax Per Unit
1	Less than 5.5 DU/Acre	DU	\$536.00
2	5.5 to less than 18 DU/Acre	DU	\$743.00
3	18.0 to less than 30 DU/Acre	DU	\$725.00
4	30 DU/Acre or Greater	DU	\$783.00

* The analysis performed to establish the Special Tax per DU shown above only considered the impacts from property within the current City boundary.

b. Escalation

Each July 1st, commencing July 1, 2021, the Maximum Special Taxes shall increase annually by the greater of the annual percentage change in the Index or two percent (2%) from the amount established in the prior Fiscal Year.

2. Undeveloped Property

No Special Tax shall be levied on Undeveloped Property.

D. EXEMPT PROPERTY

The CFD Administrator shall classify as Exempt Property within the boundaries of CFD No. 2020-1: (1) Any Assessor's Parcel that is owned or irrevocably dedicated to the State of California, Federal or other local governments, including school districts, (2) Assessor's Parcels which are owned by or irrevocably dedicated to a homeowners association, or (3) Assessor's Parcels with other types of public uses determined by the CFD Administrator.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2020-2021 and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirement for such Fiscal Year and shall levy the Special Tax Proportionately on each Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

F. PREPAYMENT OF SPECIAL TAX

No prepayments of the Special Tax are permitted.

G. APPEALS AND INTERPRETATIONS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the CFD Administrator. The written notice of appeal must be filed within the same Fiscal Year as having paid the first installment of the Special Tax that is disputed and the property owner must be current and remain current in the payment of all Special Tax levied on or before the payment date.

The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, an adjustment shall be made to the Annual Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) and a refund, as described, shall be made representing the amount of the adjustment for only the most recent Fiscal Year. The CFD Administrator shall determine if funds are available to provide such refund or, if funds are not available in the sole discretion of the CFD Administrator to provide a cash refund, a credit to the levy of Special Tax in one or more subsequent Fiscal Years shall be made in the same amount. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal actions by such property owner.

The CFD Administrator may interpret this Rate and Method of Apportionment for purposes of clarifying ambiguity and make determinations relative to the amount of Administrative Expenses.

H. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2020-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

I. TERM OF THE SPECIAL TAX

For each Fiscal Year, the Special Tax shall be levied in perpetuity as long as the Services are being provided.

J. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed into CFD No. 2020-1 from time to time. For Land Use Categories not included in the initial boundaries of CFD No. 2020-1, a study and report describing the Services to be provided to such properties and the estimated cost of such Services shall be provided to the City Council as the legislative body of the CFD No. 2020-1 in accordance with Section 53321.5 of the Mello-Roos Act. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et. seq. will be assigned an appropriate Maximum Special Tax rate for the Zone or areas within the Zone by Land Use Category as provided herein or as defined and detailed when annexed and included in Appendix A.

APPENDIX A

Zone 2020-5 Annexation Table Detailing Special Tax Rates Applicable for FY 2021/22

City Council action has been taken on July 21, 2021 by Resolution 2021-77 to adjust the levy by the minimum 2% as shown in the table below:

APN(s)	Address	Land Use Category	Units	Annual Special Tax Per Unit*
236-390-02-00, 236-390-03-00, 236-390-53-00, 236-390-52-00, and 236-390-54-00	2200, 2208, 2210, 2222 & 2224 S. Escondido Boulevard, Escondido, CA 92025	(2) 5.5 - 18 DU/Acre	62	\$757.86
231-040-17-00	2819 Wanek Road, Escondido, CA 92027	(1) Less than 5.5 DU/Acre	2	\$546.72
240-210-18-00	2639 Canyon Crest Drive, Escondido, CA 92027	(1) Less than 5.5 DU/Acre	1	\$546.72

* For FY 2021/22 in accordance with the Rate and Method of Apportionment for CFD 2020-1 (Services)

LEGAL DESCRIPTIONS FOR ASSESSOR PARCEL NUMBERS ANNEXING INTO COMMUNITY FACILITIES DISTRICT 2020-1

2200 – 2224 S. ESCONDIDO BOULEVARD, ESCONDIDO CA 92025

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: APN: 236-390-02-00

THAT PORTION OF LOT 2, BLOCK 30 OF HOMELAND ACRES ADDITION TO ESCONDIDO, NO. 2, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 11, 1910, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 30 RUNNING THENCE IN AN EASTERLY DIRECTION ON THE NORTHERLY LINE OF SAID LOT A DISTANCE OF 220.54 FEET TO A POINT IN SAID NORTHERLY LINE; THENCE SOUTHERLY PARALLEL TO THE WESTERLY LINE OF SAID LOT A DISTANCE OF 78.83 FEET; THENCE WESTERLY ON A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT A DISTANCE OF 220.54 FEET TO THE WESTERLY LINE OF SAID LOT; THENCE NORTHERLY A DISTANCE OF 78.33 FEET TO THE POINT OF THE BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 24, 1948 IN BOOK 2681, PAGE 311, OF OFFICIAL RECORDS.

PARCEL 2: APN: 236-390-03-00

ALL THAT PORTION OF LOT 2, BLOCK 30 OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 11, 1910.

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT, A DISTANCE OF 220.54 FEET TO THE TRUE POINT OF BEGINNING, BEING THE NORTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED TO EVA PIPER BY DEED DATED APRIL 9, 1941 AND RECORDED IN BOOK 1160, PAGE 493, OF OFFICIAL RECORDS; THENCE CONTINUING EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, A DISTANCE OF 200 FEET; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 78.83 FEET; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, A DISTANCE OF 200.00 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF THE AFOREMENTIONED LAND CONVEYED TO PIPER, A DISTANCE OF 78.83 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

AN EASEMENT FOR ROAD PURPOSES OVER THE NORTHERLY 10 FEET OF THE WESTERLY 220.54 FEET OF SAID LOT 2, BLOCK 30 OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 11, 1910.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED FEBRUARY 24, 1948 IN BOOK 2681, PAGE 311, OF OFFICIAL RECORDS.

PARCEL 4: APN: 236-390-52-00 (PORTION)

ALL THAT PORTION OF LOT 2 IN BLOCK 30 OF HOMELAND ACRES ADDITION TO ESCONDIDO, UNIT NO. 2, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 11, 1910, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THAT LAND DESCRIBED AS PARCEL "B" OF CERTIFICATE OF COMPLIANCE RECORDED JUNE 25, 2001, AS DOCUMENT NO. 2001-0426059, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF THE EASTERLY MOST 182.58 FEET OF THE NORTHERLY MOST 167.07 FEET OF SAID LOT 2; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID EASTERLY MOST 182.58 FEET OF SAID LOT 2, NORTH 12° 15' 19" EAST, A DISTANCE OF 88.24 FEET TO A POINT IN THE SOUTHERLY LINE OF THE NORTHERLY MOST 78.83 OF SAID LOT 2; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, NORTH 77° 48' 46" WEST, A DISTANCE OF 176.92 FEET TO THE WESTERLY LINE OF THE EASTERLY MOST 359.50 FEET OF SAID LOT 2; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, SOUTH 12° 15' 19" WEST, A DISTANCE OF 225.32 FEET TO A POINT IN THE NORTHERLY LINE OF THE SOUTHERLY MOST 10.00 FEET OF THE NORTHERLY MOST 314.15 FEET OF SAID LOT 2; THENCE EASTERLY ALONG SAID NORTHERLY LINE SOUTH 77° 48' 46" EAST, A DISTANCE OF 359.50 FEET TO THE EASTERLY LINE OF SAID LOT 2; THENCE NORTHERLY ALONG SAID EASTERLY LINE NORTH 12° 15' 19" EAST A DISTANCE OF 20.00 FEET; THENCE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2, NORTH 77° 48' 46" WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 15° 53' 04" WEST, A DISTANCE OF 132.69 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 158.10 FEET OF SAID LOT 2 OF BLOCK 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL "B", SAID POINT ALSO BEING ON THE EAST LINE OF SAID LOT 2, DISTANT THEREON SOUTH 12° 15' 19" WEST, A DISTANCE OF 304.15 FEET; THENCE LEAVING SAID EAST LINE, WESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL "B", NORTH 77° 48' 46" WEST, A DISTANCE OF 158.10 FEET TO A POINT ON THE WEST LINE OF THE EASTERLY MOST 158.10 FEET OF SAID LOT 2; THENCE NORTHERLY ALONG

SAID WESTERLY LINE, NORTH 12° 15' 19" WEST, A DISTANCE OF 91.28 FEET; MORE OR LESS, TO THE SOUTHWESTERLY LINE OF PARCEL "A" OF CERTIFICATE OF COMPLIANCE RECORDED JUNE 25, 2001, AS DOCUMENT NO. 2001-0426058, OF OFFICIAL RECORDS; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, SOUTH 15° 53' 04" EAST, A DISTANCE OF 80.79 FEET TO THE SOUTHERLY LINE OF SAID PARCEL "A"; THENCE EASTERLY ALONG SAID SOUTHERLY LINE, SOUTH 77° 48' 46" EAST, A DISTANCE OF 120.00 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, SOUTH 12° 15' 19" WEST, A DISTANCE OF 20.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "B" AND THE POINT OF BEGINNING.

ALSO KNOWN PARCEL "B" OF CERTIFICATE OF COMPLIANCE NO. PL21-0250 RECORDED MAY 25, 2021 AS DOCUMENT NO. 2021-0395620, OF OFFICIAL RECORDS OF THE COUNTY OF SAN DIEGO.

PARCEL 5: APN: 236-390-53-00

THE SOUTHERLY 117.66 FEET OF THE NORTHERLY 196.49 FEET OF LOT 2 IN BLOCK 30 OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 11, 1910.

EXCEPTING THEREFROM THE EASTERLY 359.50 FEET THEREOF.

ALSO EXCEPTING THEREFROM THAT PORTION GRANTED TO THE STATE OF CALIFORNIA IN GRANT DEED RECORDED MAY 6, 1948 IN BOOK 2786, PAGE 11, OF OFFICIAL RECORDS.

ALSO KNOWN AS PARCEL C OF CERTIFICATE OF COMPLIANCE RECORDED JUNE 25, 2001 AS DOCUMENT NO. 2001-0426060, OF OFFICIAL RECORDS.

PARCEL 6: APN: 236-390-54-00

THE SOUTHERLY 117.66 FEET OF THE NORTHERLY 314.15 FEET OF LOT 2 IN BLOCK 30 OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 11, 1910.

EXCEPTING THEREFROM THE EASTERLY 359.50 FEET THEREOF.

ALSO EXCEPTING THEREFROM THAT PORTION GRANTED TO THE STATE OF CALIFORNIA IN GRANT DEED RECORDED MAY 6, 1948 IN BOOK 2786, PAGE 11, OF OFFICIAL RECORDS.

ALSO KNOWN AS PARCEL D OF CERTIFICATE OF COMPLIANCE RECORDED JUNE 25, 2001 AS DOCUMENT NO. 2001-0426061, OF OFFICIAL RECORDS.

2819 WANEK ROAD, ESCONDIDO CA 92027

THAT PORTION OF LOT 5 IN BLOCK 176 OF RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 723, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 5 DISTANT THEREON NORTH 28°44' WEST 917.80 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTHEASTERLY IN A STRAIGHT LINE TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT DISTANT THEREON NORTH 57°33' WEST 732.43 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE NORTH 57°33' WEST TO THE MOST NORTHERLY CORNER OF SAID LOT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT SOUTH 23°44' WEST TO THE POINT OF BEGINNING.

APN: 231-040-17-00

2639 CANYON CREST DRIVE, ESCONDIDO CA 92027

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

THAT PORTION OF LOT 5 IN BLOCK 263 OF RANCH 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 INTERSECTION OF THE WESTERLY LINE OF THE EASTERLY 65.00 FEET OF SAID LOT 5 WITH THE CENTER LINE OF THE RIGHT OF WAY COUNTY ROAD, 40.00 FEET IN WIDTH, AS SAID RIGHT OF WAY IS SHOWN OF ROAD SURVEY NO. 1019, ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF SAID SAN DIEGO COUNTY; THENCE ALONG SAID CENTER LINE SOUTH 78° 39' 03" WEST, 283.46 FEET; THENCE LEAVING SAID CENTER LINE SOUTH 15° 27' 04" EAST, 20.05 FEET; THENCE SOUTH 05° 29' 52" EAST, 100.95 FEET; THENCE NORTH 78° 33' 07" EAST, 53.77 FEET; THENCE 02° 54' 37" EAST, 256.35 FEET; THENCE NORTH 83°48' 59" EAST, 41.09 FEET; THENCE SOUTH 77° 28' 37" EAST, 52.50 FEET TO THE SOUTHERLY LINE OF LAND DESCRIBED IN DEED TO ADA KENNEDY AND FAY KOUDREY RECORDED OCTOBER 19, 1949 AS DOCUMENT NO. 96262 IN BOOK 3356 PAGE 449 OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 19' 05" EAST, 125.76 FEET TO THE WEST LINE OF THE EASTERLY 65.00 FEET OF SAID LOT 5; THENCE ALONG SAID WESTERLY LINE NORTH 00° 43' 00" EAST, 429.43 FEET TO THE POINT OF BEGINNING.

EXEPTING THEREFROM ANY PORTION, LYING WITHIN THE PROPERTY DESCRIBED IN THE DEEDS RECORDED JULY 5, 1995 AS FILE NO. 1995-0285238 AND 0285239 OF OFFICIAL RECORDS.

APN: 240-210-18-00

CITY COUNCIL STAFF REPORT

Consent Item No. 8

September 15, 2021

File No. 0800-10

SUBJECT: Final Map, Escondido Tract 848 Located at 383 Idaho Avenue

DEPARTMENT: Engineering Services

RECOMMENDATION:

It is requested that the City Council adopt Resolution 21-141 authorizing the Mayor to execute the Subdivision Improvement Agreement and approving the Final Map for Tract 848, a nine-lot single-family Residential Subdivision, located at 383 Idaho Avenue.

FISCAL ANALYSIS:

In accordance with the adopted fee schedule, the Developer pays for the cost to review the Final Map.

PREVIOUS ACTION:

The Planning Commission approved Tract 848 ("Project") on September 23, 2008. On appeal, the City Council amended the "Project" on November 12, 2008, as Resolution Number 2008-204, and subsequently reamended it on December 10, 2008, as Resolution Number 2008-232 adding a missed expiration date. The City Council granted a three (3) year extension of time on March 21, 2018 pursuant to Resolution Number 2018-34, and lastly, State Legislation granted an additional extension of time.

BACKGROUND:

The Final Map for Tract 848, located as shown on the vicinity map, Attachment "1", includes nine single-family residential units. Staff has examined this Final Map and found it to be mathematically correct and in substantial conformance to the approved Tentative Map, and is subject to the conditions of approval. This Final Map conforms to the provisions of the Subdivision Map Act and any local ordinances applicable at the time of approval. The Planning Department has reviewed and approved this Final Map.

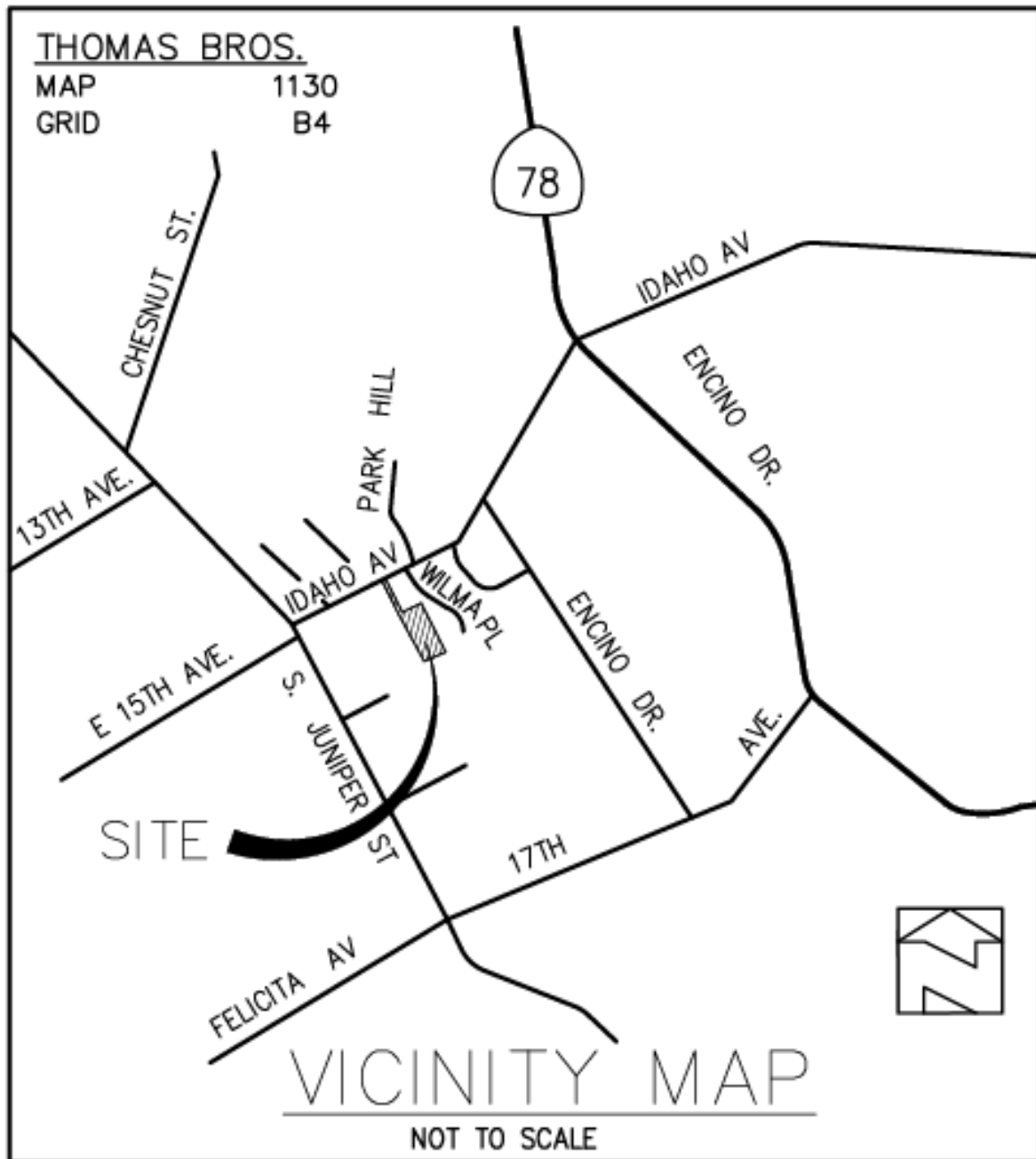
APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services

09/08/21 3:44 p.m.

ATTACHMENTS:

1. Attachment "1" – Vicinity Map
2. Resolution No. 2021-141
3. Resolution No. 2021-141 Exhibit "A"



RESOLUTION NO. 2021-141

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A FINAL MAP AND
SUBDIVISION IMPROVEMENT AGREEMENT
FOR TRACT 848, A NINE-LOT SINGLE-
FAMILY RESIDENTIAL SUBDIVISION,
LOCATED AT 383 IDAHO AVE.

WHEREAS, on September 23, 2008, the Planning Commission approved Tract No. 848 ("Tentative Map"), pursuant to Resolution No. 5836, for a nine-lot single-family residential subdivision, located at 383 Idaho Ave., Escondido, CA 92025 ("Project"); and

WHEREAS, on December 10, 2008, through an appeal to the City Council, the City Council, pursuant to Resolution No. 2008-232, amended the conditions of approval for the Tentative Map; and

WHEREAS, the final map for Tract 848 ("Final Map") has been completed and has been determined by the City Engineer to be in substantial compliance with the Tentative Map; and

WHEREAS, Idaho Heights, LLC, a California limited liability company ("Subdivider") is the record owner of all lots shown on the Final Map, and therefore is responsible for compliance with all conditions of approval attached to the Tentative Map, including but not limited to the construction of specified public improvements at Subdivider's expense, as more particularly specified in the Subdivision Improvement Agreement, attached to this Resolution as Exhibit "A" ("Subdivision Improvement Agreement"); and

WHEREAS, pursuant to Government Code section 66462, Subdivider is required to enter into the Subdivision Improvement Agreement, as a condition precedent to the City Council's approval of the Final Map; and

WHEREAS, pursuant to Government Code section 66462(c) and Escondido Municipal Code sections 32.205.01 and 32.205.03, Subdivider is required to guarantee performance of the Subdivision Improvement Agreement through certain securities, as more particularly described in the Subdivision Improvement Agreement; and

WHEREAS, pursuant to Government Code section 66458(a), the City Council shall, at the meeting at which it receives the Final Map or, at its next regular meeting after the meeting at which it receives the Final Map, approve the Final Map if it conforms to all the requirements of the Subdivision Map Act (Government Code section 66410 et seq.) ("Subdivision Map Act") and the City's Subdivision Ordinance (Escondido Municipal Code, Chapter 32) ("Subdivision Ordinance"); and

WHEREAS, the City Engineer has examined the Final Map and has found it to be technically correct and in substantial conformance to the Tentative Map; and

WHEREAS, the Final Map is in conformance with the requirements of the Subdivision Map Act and the Subdivision Ordinance; and

WHEREAS, the Subdivision Improvement Agreement, including the amount and form of security provided by Subdivider, is a mutual agreement between the City and Subdivider that is in conformance with the requirements of the Subdivision Map Act and the Subdivision Ordinance; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.) (“CEQA”), a Negative Declaration (No. ER 2007-19) (“Negative Declaration”) was prepared for the Project and adopted by the City Council, determining that the Project will not have a significant effect on the environment; and

WHEREAS, the City Council’s approval of the Final Map and Subdivision Improvement Agreement does not require further environmental review as the approval of the Final Map is a ministerial act, exempt from further CEQA review pursuant to CEQA Guidelines section 15268(b)(3); the approval of the Subdivision Improvement Agreement is done in accordance with, and as a statutorily authorized condition precedent to, the approval of the Final Map; and there are no changes to the Project or its circumstances, or new information, that require further review beyond the Negative Declaration.

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

1. The above recitations are true.
2. The City Council authorizes the Mayor to execute, on behalf of the City, the Subdivision Improvement Agreement, in substantially the same format as Exhibit “A” which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.
3. The City Council approves the Final Map, which is included as Exhibit “A” to the Subdivision Improvement Agreement (attached as Exhibit “A” to this Resolution).

4. The City Council directs the City Clerk to transmit the Subdivision Improvement Agreement and the Final Map to the County Recorder's Office for the County of San Diego for filing.

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 Engineer
City of Escondido
201 North Broadway
Escondido, CA 92025-2798

This Space for Recorder's Use Only

SUBDIVISION IMPROVEMENT AGREEMENT
(Escondido Tract No. 848)

This SUBDIVISION IMPROVEMENT AGREEMENT ("**Agreement**") is made and entered into effective this 29th day of June, 2021 ("**Effective Date**"), by and between the City of Escondido, a California municipal corporation ("**City**") and Idaho Heights, LLC, a California limited liability company ("**Subdivider**"). (The City and Subdivider may each be referred to herein as a "**Party**" and collectively as the "**Parties**.")

RECITALS

A. On September 23, 2008, the Planning Commission approved Tract No. 848 ("**Tentative Map**"), pursuant to Resolution No. 5836, as amended on December 10, 2008 by City Council Resolution No. 2008-232, for a nine-lot single-family residential subdivision ("**Project**").

B. Subdivider has completed final map, Tract No. 848 ("**Final Map**"), which is concurrently being presented with this Agreement to the City Council for its review and determination as to whether the Final Map is in substantial compliance with the Tentative Map. The Final Map is attached hereto as **Exhibit A** and is incorporated herein by this reference as if fully incorporated herein. Subdivider is required to enter into this Agreement pursuant to Government Code section 66462, as a condition precedent to the City's approval of the Final Map.

C. Subdivider is the record owner of all lots shown on the Final Map, and therefore is responsible for compliance with all conditions of approval attached to the Tentative Map, including but not limited to the construction of specified improvements as more particularly described in this Agreement.

D. Pursuant to the Subdivision Map Act (California Government Code section 66410 et seq.) ("**Subdivision Map Act**") and the City's Subdivision regulations (Escondido Municipal Code, Chapter 32), Subdivider is required to make certain offers of dedication and to construct certain improvements required under the Conditions of Approval for the Tentative Map, as further identified in the Final Map and in this Agreement (collectively, "**Improvements**"), and in accordance with the City-approved improvement plans referenced as Drawing No P14-0010, on file with the City Engineer and incorporated into this Agreement by this reference ("**Improvement Plans**").

E. The estimated cost to construct the Improvements is \$387,800 ("**Cost Estimate**").

Subdivision Improvement Agreement

F. Pursuant to Government Code sections 66462 and 66499, to ensure Subdivider's performance of this Agreement, including Subdivider's complete construction of the Improvements as required herein, Subdivider shall be required to furnish security in a form and amount determined and approved by the City, as further described in this Agreement ("**Security**").

AGREEMENT

NOW, THEREFORE, in consideration of the City's pending approval of the Final Map and subsequent recordation thereof, and in consideration of the covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby 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. Subdivider's Construction of the Improvements.

2.1 Subdivider shall construct or cause to be constructed, at Subdividers' sole cost and expense, all of the Improvements in accordance with the terms and conditions of this Agreement. Subdivider shall provide all equipment, tools, materials, labor, tests, design work, and engineering services that may be necessary or required to fully and adequately complete the Improvements.

2.2 The Improvements shall be constructed to the reasonable satisfaction and approval of the City Engineer, and in a good and workmanlike manner by qualified licensed contractors and subcontractors, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Subdivider represents and maintains that Subdivider or Subdivider's contractors shall be skilled in the professional calling necessary to perform the work. Subdivider further warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.3 The construction of the Improvements shall be in compliance with the Improvement Plans and any further plans or specifications on file with the City; all applicable improvement standards and specifications of the City, all applicable laws and regulations of the City, and all applicable provisions of the Subdivision Map Act. If during the course of construction and installation of the Improvements it is determined that the public interest requires alterations in the Improvements, Subdivider shall undertake such design and construction changes as may be reasonably required by the City. Any and all alterations of the Improvement Plans or the Improvements to be completed may be accomplished without giving prior notice thereof to Subdivider's surety, if applicable, for this Agreement.

2.4 Subdivider shall follow, and cause its contractors and subcontractors to follow, prudent construction industry safety practices with respect to the construction of the Improvements and related activities occurring on or near the Subdivision. Subdivider shall comply with all applicable local, state, and federal laws, regulations, permits, standards, and approvals in connection with its work and activities contemplated herein, including without limitation compliance with

applicable City, state, and federal governmental and regulatory requirements with respect to drainage, erosion control, and the National Pollution Discharge Elimination System and Storm Water Pollution Prevention Plans, if applicable. Subdivider shall construct the Improvements in a manner that does not damage existing public improvements, notwithstanding, however, that if such damage does occur, the City Engineer shall have the exclusive authority to determine the existence and extent of any such damage, and such damage shall be corrected by Subdivider, at its sole liability, cost, and expense.

2.5 Subdivider is prohibited from commencing work on any component of the Improvements until all plans and specifications for such component of the Improvements have been submitted to and approved by the City Engineer, or the City Engineer's designee. Approval by the City Engineer shall not relieve Subdivider from ensuring that all Improvements conform with all other requirements and standards set forth in this Agreement.

2.6 Subdivider guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in this Agreement, free from any known defects in work or labor done, and from any defects in materials furnished. Further Subdivider shall repair the Improvements such that they are in good condition and in accordance with the City's applicable specifications for one year after the City's acceptance of the Improvements.

2.7 *Fees and Charges.* Subdivider shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Improvements, including but not limited to all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as otherwise required in relation to the City's approval of the Final Map.

3. Construction Schedule.

3.1 Unless extended pursuant to the terms of this Agreement, Subdivider shall fully and adequately complete or have completed the Improvements within 24 months of the Effective Date of this Agreement. Once construction of the Improvements is commenced, Subdivider shall promptly and diligently pursue such construction to completion. The Improvements shall not be deemed complete until approved and accepted as complete by the City Council. In the event that Subdivider fails to complete the Improvements in the time required by this Agreement, City may complete the Improvements on its own and recover the full cost and expense thereof from Subdivider or its surety.

3.2 The City Engineer may, in the City Engineer's sole and absolute discretion, extend the time within which the Improvements shall be completed for additional periods not to exceed six months each if the City Engineer is of the opinion that granting the extension will not be detrimental to the public welfare. No such extensions shall be made except upon the basis of a written application made by Subdivider, stating fully the grounds of the application and the facts relied upon for the requested extension. Subdivider's acceptance of any extension of time granted by the City shall constitute a waiver by Subdivider and its surety of all defense of laches, estoppel, statutes of limitation, or other limitations of action in any action or proceeding filed by the City following the date on which the Improvements were to have originally been completed pursuant to this Agreement. As consideration for granting such extensions to Subdivider, the City reserves the right to review the provisions of this Agreement, including but not limited to the construction standards, the cost estimates established by the City, and the sufficiency of the Security provided by Subdivider, and to

require related adjustments when warranted according to the City's reasonable discretion.

4. Public Notices. Subdivider shall at all times, up to the completion and acceptance of the Improvements by the City, provide good and adequate warning to the public of each and every defective or dangerous condition existent in, on, or around any applicable streets or easements offered for dedication, and will protect the public from such defective or dangerous conditions.

5. Maintenance of Improvements. The City shall not be responsible or liable for the maintenance or care of the Improvements until the City approves and accepts the Improvements. The City shall exercise no control over the Improvements until they are accepted by the City. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of Subdivider at all times prior to the City's acceptance of the Improvements. Subdivider shall maintain all Improvements in a state of good repair until they are completed by Subdivider and approved and accepted by the City, and until the Security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to the City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Subdivider's responsibility to initiate all maintenance work, but if Subdivider fails to do so, Subdivider shall promptly perform such maintenance work when notified to do so by the City. If Subdivider fails to properly prosecute its maintenance obligations under this Agreement, the City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Subdivider and its surety under this Agreement.

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

6.1 Subdivider (including Subdivider'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, liens, levies, costs, expenses, liabilities, losses, damages, or injuries, at law or in equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "**Claims**"), of every nature caused by, arising out of, or related to Subdivider's (including Subdivider's agents, employees, and subcontractors, if any) work or acts done pursuant to this Agreement or Subdivider's omissions or failure to comply with any of its obligations contained in this Agreement, except where such Claims are caused by the active negligence, sole negligence, or willful misconduct of the City.

6.2 Subdivider (including Subdivider'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 out of, or related to 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 may 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.

6.3 All terms and provisions within this Section 6 shall survive the termination of this Agreement.

7. Security.

7.1 Subdivider shall furnish and deliver to the City, simultaneously with the execution of this Agreement, the following surety bonds:

7.1.1 *Faithful Performance Bond.* Subdivider shall furnish to the City a surety bond in an amount equal to the Cost Estimate, as security for faithful performance of this Agreement.

7.1.2 *Labor and Materials Bond.* Subdivider shall furnish to the City a surety bond in an amount equal to 50% of the Cost Estimate, as security for payment to persons performing labor and furnishing materials in connection with the construction or installation of the Improvements.

7.1.3 *Guarantee and Warranty Bond.* Subdivider shall furnish to the City a surety bond in an amount equal to 10% of the Cost Estimate, as a guarantee and warranty against any defective work or labor or defective materials furnished, for a period of one year after acceptance of the Improvements by the City.

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

7.3 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.

7.4 If the surety on any bond furnished by Subdivider is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the work required by this Agreement is located, Subdivider shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the City. No portion of the Improvements shall be constructed without bonds that are 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, Subdivider shall immediately cease performance of any work until Subdivider is in full compliance with the Security requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of Subdivider. Failure of Subdivider to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.

7.5 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 plans or specifications for the Improvements.

7.6 In lieu of filing a bond pursuant to Section 7.1, Subdivider may deposit with the City Clerk or with a responsible escrow agent, bank, savings and loan, or trust company, a sum of money or other form of security acceptable to the City Attorney not less than the estimated cost of the Improvements as above specified, together with instructions to said escrow agent or bank, savings and loan, or trust company for the payment of such money, which instructions shall

be subject to the approval of the City Attorney.

7.7 The City Engineer may make such changes, alterations, or additions to the plans and specifications regarding the Subdivision or Improvements as may be determined necessary and desirable by the City Engineer for the proper completion of the Improvements; no such changes, alterations, or additions shall relieve the surety or sureties on any bond given for the faithful performance of this Agreement.

7.8 The City may agree in writing to reduce the amount required as security in this Agreement, if partial completion of the work has been obtained. However, such actions in either case shall in no way affect the validity of this Agreement, nor shall such extension release the surety or sureties on any bond given for the faithful performance of this Agreement, unless otherwise agreed by the City in writing. In all cases, the surety of each security required by this Agreement waives the provisions of California Civil Code section 2819.

7.9 The City shall not, by entering into this Agreement or by approving the Subdivision, or any part of it, including but not limited to granting any permits concerning the Subdivision or approving the Final Map, be deemed an insurer or surety for the construction of the Subdivision or the Improvements.

8. Insurance Requirements.

8.1 Subdivider 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 construction of the Improvements, and the results of such work, by Subdivider, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

8.1.1 *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 Subdivider'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 construction of the Improvements or to the location of such Improvements 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.

8.1.2 *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if Subdivider 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 Subdivider's control and engaged in work related to construction of the Improvements, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

8.1.3 *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.

8.1.4 If Subdivider 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 Subdivider.

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

8.2.1 *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-VII, or as approved by the City.

8.2.2 *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 additional insured endorsement shall be at least as broad as ISO Form CA 20 01.

8.2.3 *Primary Coverage.* Subdivider'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 Subdivider's insurance and shall not contribute with it.

8.2.4 *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the City.

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

8.2.6 *Waiver of Subrogation.* Subdivider hereby grants to the City a waiver of any right to subrogation that any insurer of Subdivider may acquire against the City by virtue of the payment of any loss under such insurance. Subdivider 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 Subdivider, its agents, representatives, employees and subcontractors.

8.2.7 *Self-Insurance*. Subdivider 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. Subdivider shall only be permitted to utilize such self-insurance if, in the opinion of the City, Subdivider's (i) net worth and (ii) reserves for payment of claims of liability against Subdivider are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. Subdivider's utilization of self-insurance shall not in any way limit the liabilities assumed by Subdivider pursuant to this Agreement.

8.2.8 *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the City.

8.3 *Verification of Coverage*. Prior to commencing construction of the Improvements, Subdivider 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.

8.4 *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.

8.5 *No Limitation of Obligations*. The insurance requirements within this Agreement, including the types and limits of insurance coverage Subdivider 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 Subdivider pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.

8.6 *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 Subdivider with the requirement to carry insurance and furnish certificates, policies, and an Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve Subdivider 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 Subdivider 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 Subdivider to stop work under this Agreement until Subdivider demonstrates compliance with the insurance requirements in this Agreement.

9. City Council Review of Final Map. This Agreement is being entered into by the Parties to fulfill the requirements of the Subdivision Map Act, as a condition precedent to the City Council's approval of the Final Map pursuant to Government Code section 66462. Nothing within this Agreement shall be deemed to constitute the City Council's approval of the Final Map, and the

City Council retains the right to approve or deny the Final Map as otherwise authorized by law.

10. City Inspection of Improvements. Subdivider shall, at its sole cost, expense, and liability, and at all times during construction of the Improvements, maintain reasonable and safe facilities and provide safe access for inspection by the City of the Subdivision, Improvements, and areas where construction of the Improvements is occurring or will occur.

11. Miscellaneous.

11.1 *Recordation of Agreement.* This Agreement shall be recorded with the Recorder's Office of the County of San Diego, concurrently with the recordation of the Final Map. Upon its approval, the Final Map shall be attached as Exhibit A to this Agreement.

11.2 *No Presumption.* The Parties have cooperated in the drafting of this Agreement, and any rule of construction based on the drafter's identity shall not be applied to interpret any provision of this Agreement.

11.3 *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.

11.4 *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.

11.5 *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.

11.6 *Independent Investigation.* The Parties acknowledge that they each 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.

11.7 *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.

11.8 *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.

11.9 *Headings.* Section headings are for reference purposes only and shall not be used for interpreting the meaning of any provisions of this Agreement.

11.10 *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 actual 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 California Code of Civil Procedure section 1033.5. Such fees and costs shall be proven and awarded by the court after the conclusion of the trial on all other issues by way of a cost bill and motion. 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.

11.11 *Counterparts*. This Agreement may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document.

11.12 *Time of Essence*. Time is of the essence for each term and provision of this Agreement.

11.13 *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.

11.14 *Notice*. All notices, demands, approvals, or consents provided for in this Agreement shall be in writing and delivered to the appropriate Party at its below-listed address, or such other addresses as either Party may later specify for that purpose. All notices required or permitted under this Agreement shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or UPS, with charges prepaid for next business day delivery, addressed to the Parties as follows:

If to the City:

City of Escondido
201 North Broadway
Escondido, CA 92025
Attn: City Engineer

If to Subdivider:

Idaho Heights, LLC
P. O. Box 1212
Carlsbad, CA 92018
Attention: Carlsbad, CA 92018

The date of any notice shall be the date of receipt, provided that rejection or other refusal to accept, or the inability to deliver because of a change of address of which no notice was given, shall be deemed to constitute receipt of the notice sent. Either Party may change its address for notice by giving notice to the other Party in accordance with the notice requirements of this Agreement.

11.15 *Immigration Reform and Control Act of 1986*. Subdivider shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA").

Subdivider represents and warrants that all of its employees and the employees of any subcontractor retained by Subdivider who perform any of the work under this Agreement, are and will be authorized to perform such work in full compliance with the IRCA. Subdivider 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 work under this Agreement. Subdivider agrees to comply with the IRCA before commencing any work under this Agreement, and continuously throughout the performance of such work and the term of this Agreement.

11.16 *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 Subdivision 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 Subdivision, encumbering the Subdivision for the term of this Agreement, binding upon Subdivider's successors in title and all subsequent owners and operators of the Subdivision; (ii) are not merely personal covenants of the Subdivider; and (iii) shall bind Subdivider and its respective successors and assigns during the term of this Agreement. Further, Subdivider shall ensure that any future transfer of interest in the Subdivision is made subject to the terms of this Agreement, such that any future successor in title or owner or operator of the Subdivision shall be bound by the terms herein.

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

(SIGNATURE PAGE FOLLOWS)

This Agreement is executed by the Parties or their duly authorized representatives:

CITY OF ESCONDIDO

Date: _____ By _____
Paul McNamara, Mayor

Idaho Heights, LLC

Date: _____ By _____
Alvin Washington
Its: Member

Date: _____ By _____
Christopher Garrett
Its: Member

(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)

City

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)

Subdivider

Exhibit A

Final Map

MAP NO.

SHEET 1 OF 5 SHEETS

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE SUBDIVISION TO BE KNOWN AS ESCONDIDO TRACT NO. 848 AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP CONSISTING OF 5 SHEETS AND DESCRIBED IN IN THE CAPTION THEREOF.

WE HEREBY GRANT TO THE CITY OF ESCONDIDO A PERMANENT AND PERPETUAL PUBLIC UTILITIES AND ACCESS EASEMENT OVER LOT A AS SHOWN ON THIS MAP AND A PUBLIC UTILITY EASEMENT OVER THOSE OF THOSE PORTIONS OF LOTS 7, 8 AND 9 AS SHOWN ON THIS MAP, TOGETHER WITH THE RIGHT TO FOREVER MAINTAIN, OPERATE, CONSTRUCT, RECONSTRUCT, PARALLEL, RENEW AND ENLARGE ANY EXISTING OR FUTURE PUBLIC SEWER, AND PUBLIC UTILITIES AND APPURTENANCES WITHIN SAID EASEMENT, ALONG WITH THE RIGHT OF INGRESS, AND EGRESS TO SAID EASEMENT AT ALL TIMES. THE GRANTORS, THEIR SUCCESSORS, HEIRS AND ASSIGNS AGREE NOT TO ERECT ANY BUILDINGS OR OTHER STRUCTURES, NOR TO PLANT TREES UPON ANY PORTION OF SAID EASEMENT, AND FURTHER AGREE THAT ANY SUCH OBSTRUCTIONS TO THE CITY'S USE OF SAID EASEMENT SHALL BE REMOVED AT THE PROPERTY OWNER'S EXPENSE.

IDAHO HEIGHTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OWNER

BY: [Signature]
ALVIN WASHINGTON
MANAGING MEMBER

FIRST AMERICAN TITLE COMPANY, TRUSTEE UNDER A DEED OF TRUST RECORDED JULY 26, 2021, AS INSTRUMENT NO. 2021-0530863.

BY: Lori C. Carpenter
Lori C. Carpenter, Authorized Signatory

NOTARY ACKNOWLEDGEMENT

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

ON 8-25-2021 BEFORE ME, Denise Morceau
A NOTARY PUBLIC,

PERSONALLY APPEARED Alvin Washington

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 [Signature] NAME Denise Morceau

PRINCIPAL COUNTY OF BUSINESS San Diego

COMMISSION EXPIRES 8-28-2023

COMMISSION # OF NOTARY 2299602

ESCONDIDO TRACT NO. 848

IN THE CITY OF ESCONDIDO, CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 10 AND 13 IN BLOCK 188 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF 725, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892.

(SUBDIVISION CONSISTS OF NINE PARCELS)

A SUBDIVISION GUARANTEE FURNISHED BY FIRST AMERICAN TITLE COMPANY

ORDER NO. DTR-6627601

IS ON FILE IN THE CITY ENGINEER'S OFFICE

SIGNATURE OMISSIONS STATEMENT

THE SIGNATURES OF THE PARTIES LISTED BELOW, OWNERS OF EASEMENTS PER DOCUMENTS NOTED BELOW HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66438 SUBSECTION (a)(3)(A)(I) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RISE UPON FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

1. ERNEST N. STAFFORD AND ANNA B. STAFFORD, AS HOLDER OF AN EASEMENT RECORDED JUNE 13, 1961, AS INSTRUMENT NO. 7439, OF OFFICIAL RECORDS.
2. SAN DIEGO GAS AND ELECTRIC COMPANY, HOLDER OF EASEMENTS RECORDED OCTOBER 30, 1964, AS INSTRUMENT NO. 198834; JANUARY 25, 1995 AS INSTRUMENT NO. 1995-0035065, OF OFFICIAL RECORDS.
3. LOMA LINDA UNIVERSITY, AS HOLDER OF AN EASEMENT RECORDED MAY 26, 1969, AS INSTRUMENT NO. 91978, OF OFFICIAL RECORDS.

NOTARY ACKNOWLEDGEMENT

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

ON 8-25-2021 BEFORE ME, Denise Morceau
A NOTARY PUBLIC,

PERSONALLY APPEARED Lori C. Carpenter

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 [Signature] NAME Denise Morceau

PRINCIPAL COUNTY OF BUSINESS San Diego

COMMISSION EXPIRES 8-28-2023

COMMISSION # OF NOTARY 2299602

CITY TREASURER'S STATEMENT

I, DOUGLAS W. SHULTZ, CITY TREASURER OF THE CITY OF ESCONDIDO HEREBY STATE THAT THERE ARE NO LIENS OR UNPAID BONDS ISSUED UNDER ANY IMPROVEMENT ACT OR IMPROVEMENT BOND ACT OF THE STATE OF CALIFORNIA SHOWN BY THE BOOKS OF THIS OFFICE AGAINST THE SUBDIVISION OR ANY PART THEREOF SHOWN ON THE MAP OF ESCONDIDO TRACT NO. 848.

DOUGLAS W. SHULTZ DATE
CITY TREASURER

CITY COUNCIL STATEMENT

THE COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, HAS APPROVED THIS MAP AND HAS ACCEPTED THE ITEMS DEDICATED IN THE OWNER'S STATEMENT UNDER THE CONDITIONS EXPRESSED THEREIN.

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP WITHOUT SHOWING THE FOLLOW CONSTITUTES ABANDONMENT: WE HEREBY ACCEPT THE ABANDONMENT OF THE FOLLOWING:

ESCONDIDO IRRIGATION DISTRICT HOLDER OF AN EASEMENT FOR RIGHT FOR PIPE LINES AND DITCHES AND RIGHTS INCIDENTAL THERETO RECORDED AUGUST 1, 1895, IN BOOK 238, PAGE 390 OF DEEDS.

COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA.

ZACK BECK DATE PAUL MONAMARA DATE
CITY CLERK MAYOR

CLERK OF THE BOARD'S STATEMENT

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

ANDREW POTTER,
CLERK OF THE BOARD OF SUPERVISORS

BY: DEPUTY DATE

COUNTY TREASURER/TAX COLLECTOR AND DIRECTOR OF PUBLIC WORKS STATEMENT

WE, COUNTY TREASURER AND TAX COLLECTOR OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND DIRECTOR OF DEPARTMENT OF PUBLIC WORKS OF SAID COUNTY, HEREBY STATE THAT THERE ARE NO UNPAID SPECIAL ASSESSMENTS OR BONDS WHICH MAY BE PAID IN FULL, SHOWN BY THE BOOKS OF OUR OFFICES AGAINST THE SUBDIVISION OR ANY PART THEREOF SHOWN ON THE MAP OF ESCONDIDO TENTATIVE SUBDIVISION MAP NO. 848.

DAN McALLISTER, COUNTY TREASURER-TAX COLLECTOR BY: [Signature] 8/25/21
DEPUTY DATE

for JEFF MONEDA,
DIRECTOR DEPARTMENT
OF PUBLIC WORKS

BY: [Signature] 8-25-2021
DEPUTY DATE

SURVEYORS STATEMENT

I, LORNE L. DAPRON, A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA, HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION WAS MADE ON MARCH, 2016, AND THE SURVEY AND FINAL MAP WERE MADE BY ME OR UNDER MY DIRECTION, AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS INDICATED ARE OF THE CHARACTER INDICATED AND OCCUPY THE POSITIONS INDICATED. I WILL SET ALL OTHER MONUMENTS OF THE CHARACTER AND AT THE POSITIONS INDICATED BY LEGEND WITHIN 30 DAYS AFTER THE COMPLETION OF THE REQUIRED IMPROVEMENTS AND THEIR ACCEPTANCE BY THE CITY OF ESCONDIDO, AND ALL SUCH MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[Signature] 8-25-2021
LORNE L. DAPRON DATE
L.S. 7824



CITY ENGINEER'S STATEMENT

I, OWEN M. TUNNELL, A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA, REPRESENTING THE CITY ENGINEER OF THE CITY OF ESCONDIDO, CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THE FINAL SUBDIVISION MAP OF ESCONDIDO TRACT NO. 848, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

OWEN M. TUNNELL DATE
L.S. 7134
EXPIRES 12/31/2022

COUNTY RECORDER'S CERTIFICATE

FILE NO.
I, ERNEST J. DRONENBURG, JR., RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDATION THIS MAP FILED AT THE REQUEST OF LORNE L. DAPRON THIS

DAY OF _____, 2021, AT _____

O'CLOCK, _____M.

ERNEST J. DRONENBURG, JR.
COUNTY RECORDER

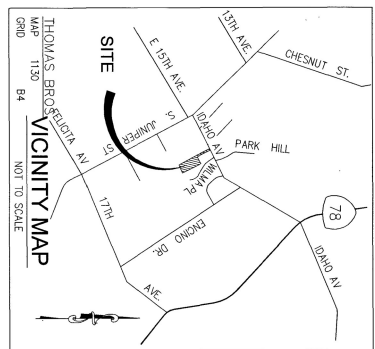
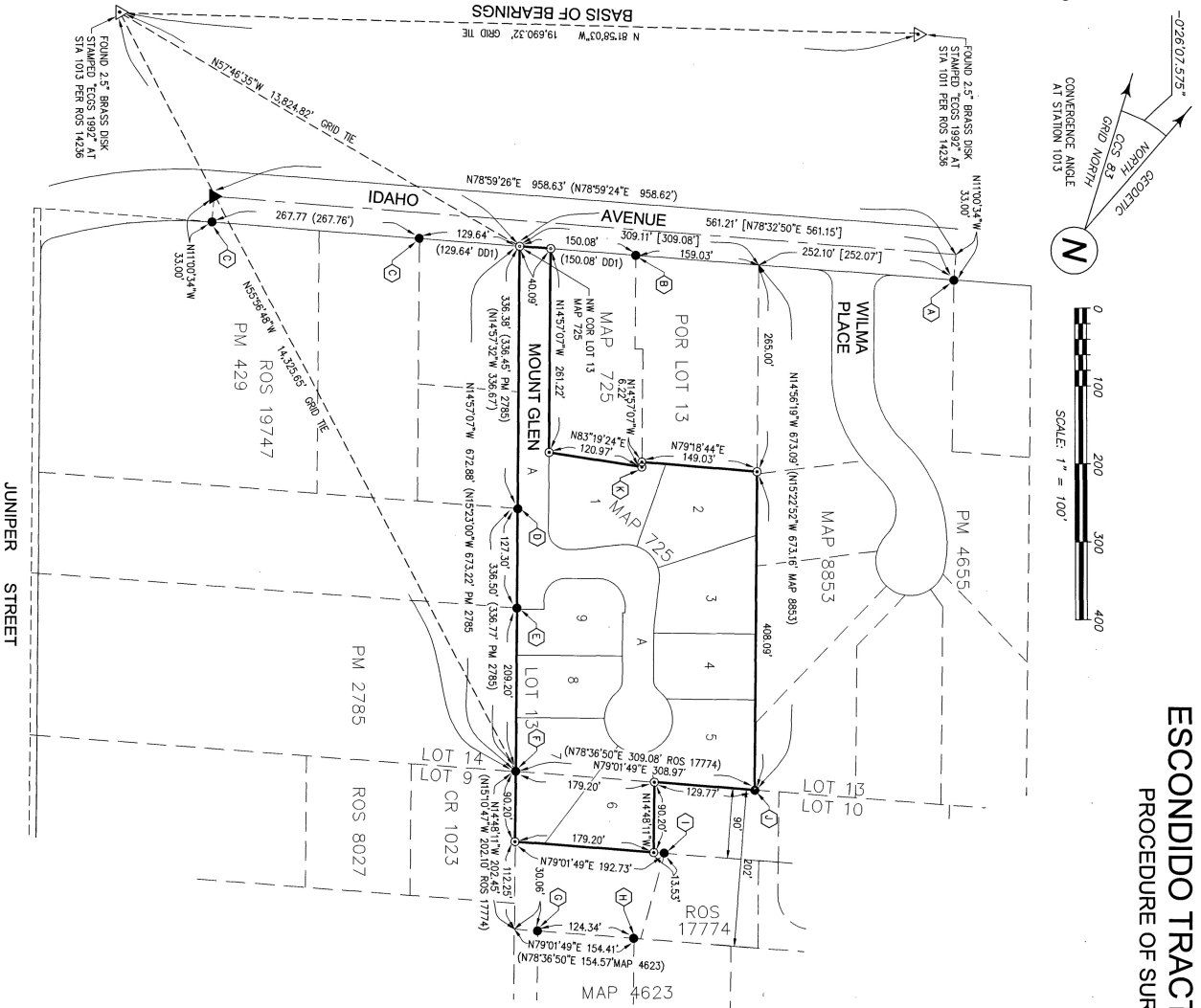
BY: DEPUTY COUNTY RECORDER

FEE: _____

ESCONDIDO TRACT NO. 848 PROCEDURE OF SURVEY

MAP NO.

SHEET 2 OF 5 SHEETS

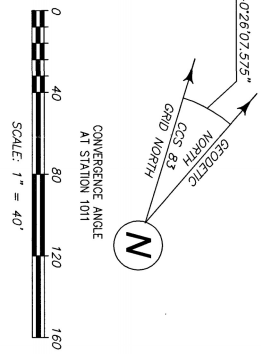


- MONUMENT NOTE:**
- (A) FOUND 2" IP WITH DISC STAMPED LS 3599 PER ROS 19747 AND MAP 8853
 - (B) FOUND 3/4" IP WITH DISC STAMPED LS 2804 NO RECORD
 - (C) FOUND 3/4" IP WITH DISC STAMPED LS 4068 PER ROS 19747
 - (D) FOUND 3" CONCRETE MONUMENT WITH DISC STAMPED LS 1344 PER ROS 19747 & PM 2785
 - (E) FOUND 1-1/2" IP DISC MISSING, NO RECORD SEE PM 2785
 - (F) FOUND 3/4" IP WITH DISC STAMPED LS 3701 PER ROS 17774 & 8027
 - (G) FOUND 3/4" IP DISC MISSING NO RECORD ACCEPTED AS NW CORNER LOT 1, MAP 4623
 - (H) FOUND 3/4" IP DISC MISSING NO RECORD ACCEPTED AS NW CORNER LOT 2, MAP 4623
 - (I) FOUND 5/8" IRON REBAR WITH PLASTIC CAP STAMPED LS 4670 PER ROS 17774
 - (J) FOUND 2" IP WITH DISC STAMPED LS 3599 PER MAP 8853
 - (K) FOUND 3/4" IP WITH DISC STAMPED LS 2804 NO RECORD ACCEPTED AS BOUNDARY CORNER REPLACED PER LEGEND
- GENERAL NOTES:**
1. THE TOTAL NUMBER OF LOTS IS 10 (9 RESIDENTIAL).
 2. TOTAL GROSS AREA IS 3,500 ACRES.
 3. ALL DISTANCES AND/OR STREET WIDTHS SHOWN WITHOUT DEMANDS REPRESENT THAT DISTANCE TO ZERO HUNDREDS.
 4. ALL CURVES ARE TANGENT UNLESS OTHERWISE INDICATED.
 5. PRIVATE ROADS, LOT A, AND PRIVATE DRAINAGE FACILITIES TO BE MAINTAINED BY THE LANDOWNER. ALL DISTANCES AND/OR STREET WIDTHS SHOWN WITHOUT DEMANDS REPRESENT THAT DISTANCE TO ZERO HUNDREDS.
 6. MOUNT GLEN LOT A, WILL BE VESTED IN A HOMEOWNERS ASSOCIATION. ALL PROPERTY OWNERS WILL BE GRANTED A NON-EXCLUSIVE EASEMENT OVER SAID STREET.
- LEGEND:**
- SET 2"x2" IRON PIPE WITH DISC MARKED LS 7824 AT BOUNDARY CORNERS. (SEE DEFERRED MONUMENTATION STATEMENT ON SHEET 1)
 - ▲ SET STANDARD STREET CENTERLINE SURVEY MONUMENT PER SAN DIEGO REGIONAL STANDARD DRAWINGS M-10 AND M-13 WPD LS 7824
 - ▲ FOUND STANDARD STREET CENTERLINE SURVEY MONUMENT WITH DISC ROE 17706 PER ROS 19747 AND 13343
 - FOUND SURVEY MONUMENT PER MONUMENT NOTES
 - ▲ FOUND CITY OF ESCONDIDO HORIZONTAL CONTROL STATION AS SHOWN REGION.
- NOTE:** UNLESS OTHERWISE SHOWN ON THIS MAP, A 3/4" x 18" IRON PIPE WITH BRASS DISK STAMPED LS 7824 WILL BE SET AT ALL LOT CORNERS. (SEE DEFERRED MONUMENTATION STATEMENT ON SHEET 1)
- IN THE EVENT THE ABOVE TYPE MONUMENT CANNOT BE SET DUE TO THE PRESENCE OF OBSTACLES, THE MONUMENT SHALL BE SET IN THE POSITION CALLED FOR.**
- DO1** INDICATES DATA PER DEED RECORDED 4-10-2000 AS DCC. NO. 2000-0181726 = VESTING DEED
- IP** INDICATES IRON PIPE
- ROS** INDICATES RECORD OF SURVEY MAP
- PM** INDICATES PARCEL MAP
- MAP** INDICATES SUBDIVISION MAP
- ()** INDICATES RECORD DATA PER ROS 19747 UNLESS OTHERWISE SHOWN
- []** INDICATES RECORD DATA PER MAP 4655
- ⊙** INDICATES CENTERLINE
- (R)** INDICATES RADIAL BEARING

ESCONDIDO TRACT NO. 848

MAP NO.

SHEET 3 OF 5 SHEETS



CURVE DATA

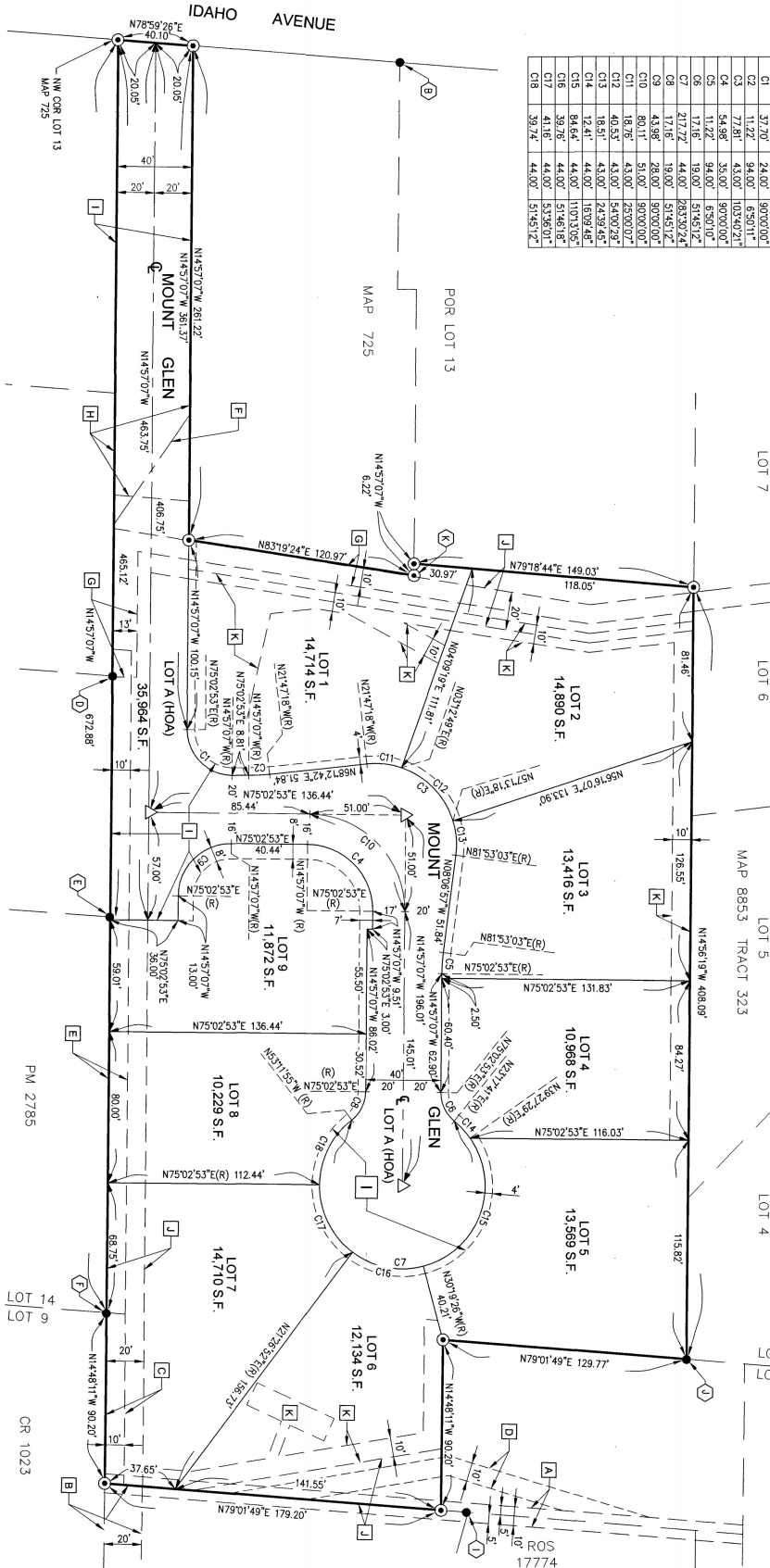
CURVE	LENGTH	RADIUS	DELTA
C1	37.00'	24.00'	90°00'00"
C2	11.22'	24.00'	6°50'01"
C3	14.81'	45.00'	103°00'00"
C4	14.81'	45.00'	103°00'00"
C5	11.22'	24.00'	6°50'01"
C6	17.16'	19.00'	51°45'12"
C7	21.72'	44.00'	283°30'24"
C8	17.16'	19.00'	51°45'12"
C9	43.98'	28.00'	90°00'00"
C10	80.11'	51.00'	90°00'00"
C11	18.76'	43.00'	253°00'00"
C12	40.53'	43.00'	54°00'32"
C13	18.51'	43.00'	242°59'45"
C14	12.41'	44.00'	163°49'46"
C15	8.56'	44.00'	134°48'52"
C16	41.16'	44.00'	53°36'01"
C17	41.16'	44.00'	53°36'01"
C18	39.74'	44.00'	51°45'12"

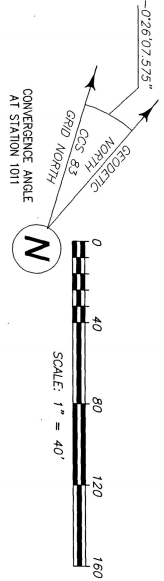
- EASEMENT NOTES:**
- SEE SHEET 4 FOR EASEMENT DATA
- A** 10' WIDE PRIVATE SEWER & UTILITY EASEMENT PER DOCUMENT RECORDED JUNE 13, 1961 AS INSTRUMENT NO. 7439 OF OFFICIAL RECORDS
- B** 20' WIDE PRIVATE ROAD & UTILITY EASEMENT PER DOCUMENT RECORDED FEBRUARY 21, 1961 AS INSTRUMENT NO. 5178 OF OFFICIAL RECORDS
- C** 10' WIDE PUBLIC SEWER EASEMENT GRANTED TO THE CITY OF ESCONDIDO PER DOCUMENT RECORDED JANUARY 12, 1962 AS INSTRUMENT NO. 7008 OF OFFICIAL RECORDS
- D** 10' WIDE PUBLIC SEWER EASEMENT GRANTED TO THE CITY OF ESCONDIDO PER DOCUMENT RECORDED JANUARY 12, 1962 AS INSTRUMENT NO. 7009 OF OFFICIAL RECORDS
- E** 10' WIDE PUBLIC SEWER EASEMENT GRANTED TO THE CITY OF ESCONDIDO PER DOCUMENT RECORDED JANUARY 12, 1962 AS INSTRUMENT NO. 7011 OF OFFICIAL RECORDS
- F** CENTERLINE 12' WIDE UTILITY EASEMENT TO SLOPE PER DOCUMENT RECORDED OCTOBER 30, 1964 AS INSTRUMENT NO. 19654 OF OFFICIAL RECORDS.

- G** 10' AND 12' WIDE SEWER EASEMENT TO CITY OF ESCONDIDO PER DOCUMENT RECORDED JANUARY 10, 1967 AS INSTRUMENT NO. 3724 OF OFFICIAL RECORDS
- H** 40' WIDE PRIVATE ROAD EASEMENT RECORDED MAY 26, AS INSTRUMENT NO. 91978 OF OFFICIAL RECORDS
- I** EASEMENT FOR PUBLIC UTILITY AND ACCESS PURPOSES GRANTED TO THE CITY OF ESCONDIDO HEREON
- J** EASEMENT FOR PUBLIC UTILITY PURPOSES GRANTED TO THE CITY OF ESCONDIDO HEREON
- K** PROPOSED PRIVATE DRAINAGE EASEMENT TO BE GRANTED TRANSFER OF TITLE
- NON-PLOTTABLE EASEMENTS:**
- L** AN EASEMENT GRANTED TO SAN DIEGO GAS AND ELECTRIC COMPANY BY DEED RECORDED JANUARY 25, 1985 AS INSTRUMENT NO. 1995-003565 OF OFFICIAL RECORDS
- M** THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD

- MONUMENT NOTES:**
- B** FOUND 3/4" IP WITH DISC STAMPED LS 2804 NO RECORD
- D** FOUND 3" CONCRETE MONUMENT WITH DISC STAMPED LS 1544 PER ROS 19747 & PM 2785
- E** FOUND 1-1/2" IP DISC MISSING, NO RECORD SEE PM 2785
- F** FOUND 3/4" IP WITH DISC STAMPED LS 3701 PER ROS 17774 & 8027
- G** FOUND 5/8" IRON REBAR WITH PLASTIC CAP STAMPED LS 4970 PER ROS 17774
- H** FOUND 2" IP WITH DISC STAMPED LS 3599 PER MAP 8853
- K** FOUND 3/4" IP WITH DISC STAMPED LS 2804 NO RECORD ACCEPTED AS BOUNDARY CORNER REPLACED PER LEGEND

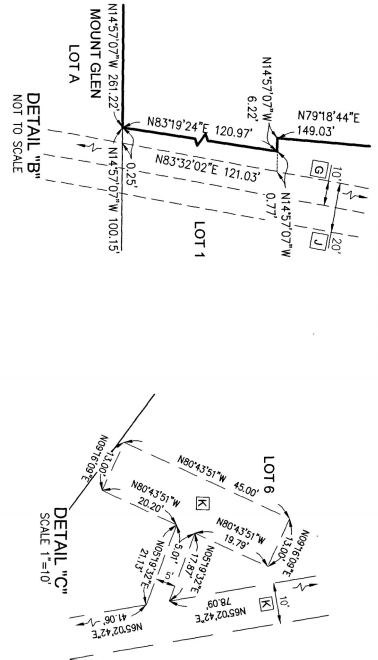
- LEGEND**
- SET 2"x2" IRON PIPE WITH DISC MARKED LS 7824
- △ SET STANDARD STREET CENTERLINE SURVEY MONUMENT PER SAN DIEGO REGIONAL STANDARD DRAWINGS M-10 AND M-13 MCD LS 6094
- FOUND SURVEY MONUMENT PER MONUMENT NOTES
- NOTE: UNLESS OTHERWISE SHOWN ON THIS MAP, A 3/4" X 18" IRON PIPE WITH BRASS DISK STAMPED LS 7824 WILL BE SET AT ALL LOT CORNERS. (SEE DERIVED MONUMENTATION STATEMENT ON SHEET 1)
- IN THE EVENT THE ABOVE TYPE MONUMENT CANNOT BE SET DUE TO THE PHYSICAL OR TOPOGRAPHICAL LIMITATIONS, A DISC STAMPED LS 7824 WILL BE SET IN CONCRETE, STONE, OR METAL AT THE POSITION CALLED FOR.



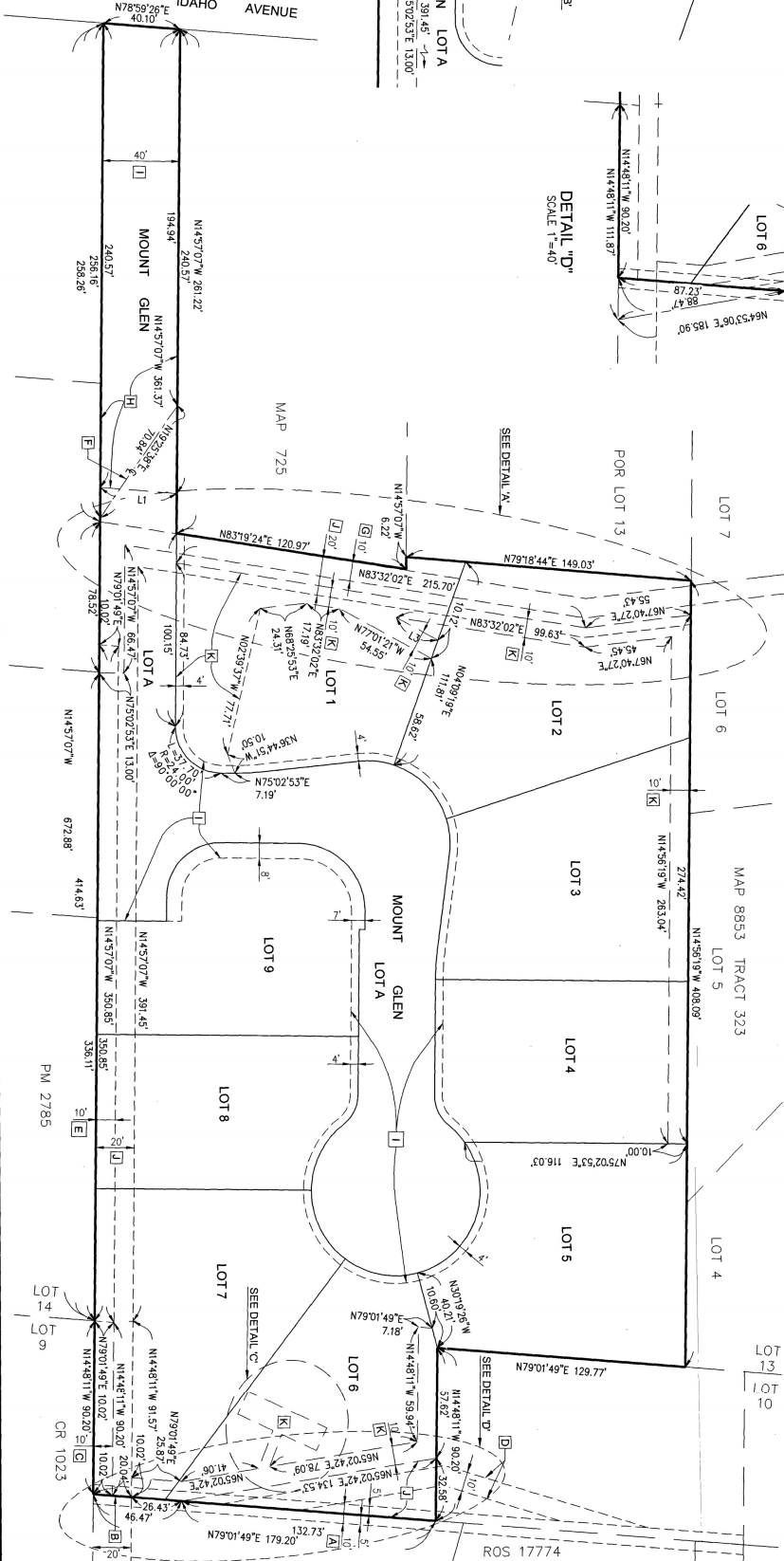
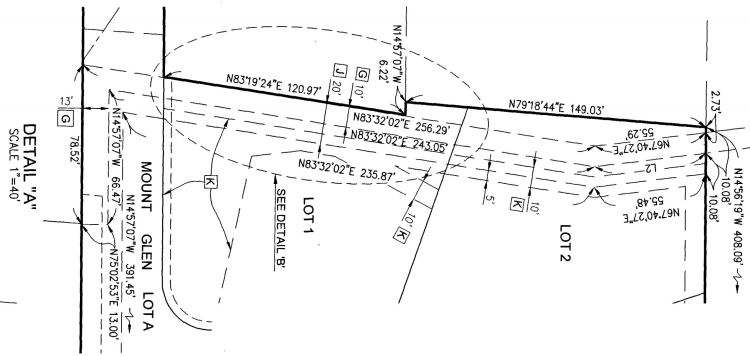
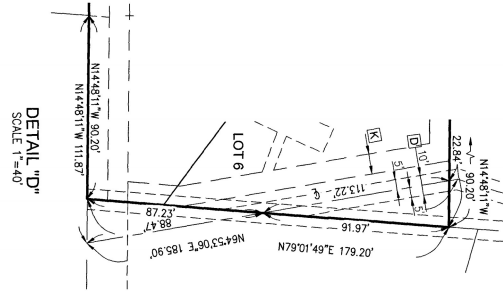


ESCONDIDO TRACT NO. 848 EASEMENT PLOT

SHEET 4 OF 5 SHEETS
NOTES:
SEE SHEET 3 FOR EASEMENT NOTES AND LEGEND

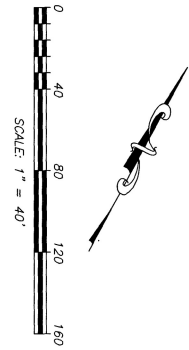


LINE	BEARING	DIST.
1	N83°19'24"E	120.97
2	N83°32'02"E	121.03
3	N4°57'07"W	100.15

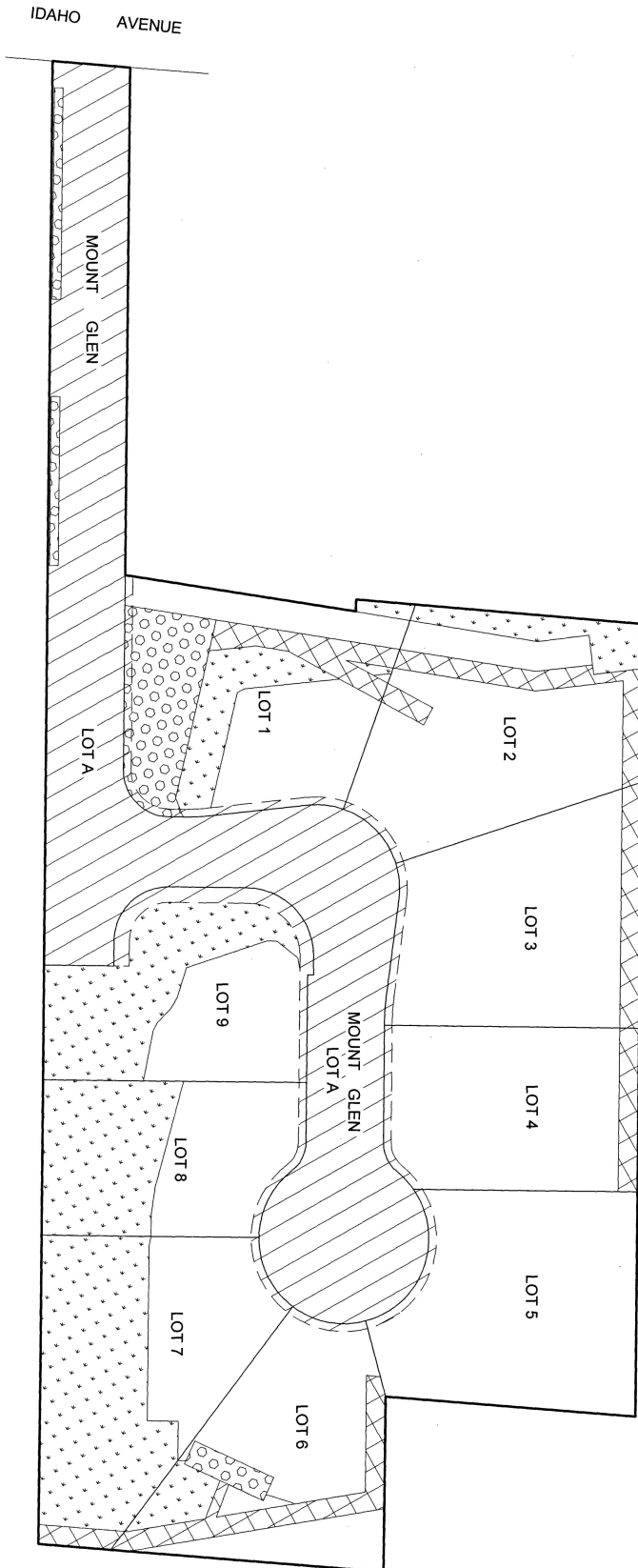


ESCONDIDO TRACT NO. 848
 NON-TITLE INFORMATION SHEET

SHEET 5 OF 5 SHEETS



- LEGEND**
- INDICATES HOMEOWNERS ASSOCIATION MAINTAINED AREA OF ROADS, PRIVATE UTILITIES, DRAINAGE AND LANDSCAPING
 - INDICATES HOMEOWNERS ASSOCIATION MAINTAINED AREA OF PRIVATE DETENTION BASIN, DRAINAGE FACILITIES AND LANDSCAPING
 - INDICATES HOMEOWNERS ASSOCIATION MAINTAINED AREA OF SLOPE LANDSCAPING, PRIVATE UTILITIES, DRAINAGE AND LANDSCAPING
 - INDICATES HOMEOWNERS ASSOCIATION MAINTAINED AREA OF PRIVATE DRAINAGE FACILITIES.



CITY COUNCIL STAFF REPORT

Consent Item No. 9

September 15, 2021

File No. 0480-70

SUBJECT: Authority to Accept Highway Safety Improvement Program Grant and to Execute Forms and Agreements for the Traffic Signal Communications Master Plan and Improvements Project

DEPARTMENT: Engineering Services

RECOMMENDATION:

It is requested that the City Council adopt Resolution Number 2021-140 to authorize the Director of Engineering Services or her designee to accept grant funds in the amount of \$1,160,850 and to execute all grant forms and agreements necessary for the Traffic Signal Communications Master Plan and Improvements Project.

FISCAL ANALYSIS:

Highway Safety Improvement Program ("HSIP") grant funds, in the amount of \$1,160,850, were awarded to the City by the California Department of Transportation ("Caltrans"). The total grant application was for \$2,321,700, with specified matching funds of 50 percent. The adopted CIP budget includes \$500,000 in Public Facility Fees during FY21/22 and projects an additional \$660,850 in City's matching funds during FY22/23 and FY 23/24.

BACKGROUND:

The City of Escondido ("City") was selected to receive grant funds from the Caltrans HSIP to prepare a Traffic Signal Communications Master Plan and related Infrastructure Improvements.

The infrastructure improvements are expected to include a high-speed communication system for the City's traffic signals that will improve operations, including improved signal coordination, communications and a centralized traffic communications center for monitoring and controlling the signal system performance. The project supports installation for upgraded signal controllers and controller cabinets that are more responsive, provide more data to support operational improvements, and will allow deployment of technology to support the ultimate build-out of the City. Operational benefits will include reducing the reliance on a technologically-dated telephone/cable lines communication system and their associated cost.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services

09/08/21 3:44 p.m.

ATTACHMENTS:

1. Resolution No. 2021-140

RESOLUTION NO. 2021-140

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO AUTHORIZING
THE RECEIPT OF GRANT FUNDS AND
EXECUTION OF GRANT AGREEMENTS AND
FORMS FOR THE TRAFFIC SIGNAL
COMMUNICATIONS AND IMPROVEMENTS
PROJECT

WHEREAS, as part of a national effort to improve highway safety, the California Department of Transportation (“Caltrans”) developed the Highway Safety Improvement Program (“HSIP”); and

WHEREAS, the Caltrans Division of Local Assistance (“DLA”) announced a HSIP Call-for-Projects on May 5, 2020 and the City submitted an application on November 2, 2020; and

WHEREAS, the City was included in the list of awardees when DLA announced the funding awards on March 30, 2021.

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 acceptance of the grant funds award.
3. That the City Council appoints the Director of Engineering Services/City Engineer, or her designee, as agent to conduct all negotiations, execute and submit all documents to the Caltrans Division of Local Assistance including, but not limited to agreements, payment requests and forms, which may be necessary for the completion of the aforementioned Project.

CITY COUNCIL STAFF REPORT

Consent Item No. 10

September 15, 2021

File No. 0480-70

SUBJECT: Acceptance of \$40,000 San Diego Seniors Community Foundation Grant

DEPARTMENT: Communications and Community Services

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-145 authorizing the Communications and Community Services Department to accept up to \$40,000 in grant funds from the San Diego Seniors Community Foundation, and to approve the budget adjustment (see Attachment "1") needed to expend the funds. These funds will be utilized to purchase and install new flooring for the Park Avenue Community Center ("PACC") Cafe, purchase updated décor throughout the facility, and provide additional improvements throughout the facility.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget and does not require matching funds.

The grant award will be provided in two allocations. The initial budget adjustment will be in the amount of \$20,193.05. This funding is designated to cover the PACC Café flooring, quoted at \$14,693, and facility décor at \$5,500. Contingent upon approval of additional project(s) by the San Diego Seniors Community Foundation, and funding availability, finance will increase the grant budget accordingly, up to a maximum amount of \$40,000.

PREVIOUS ACTION:

On January 15, 2021, the City Council adopted Resolution No. 2020-11 authorizing the Communications and Community Services Department to accept a \$40,000 Sahm Family Foundation grant, and approved the budget adjustment needed to expend the funds. These funds were utilized to purchase new furniture for the PACC common areas, and to replace three aging pool tables in the PACC's Billiards Room.

BACKGROUND:

The City of Escondido ("City") has been awarded up to \$40,000 from the San Diego Seniors Community Foundation, a 501(c)(3) not-for-profit organization, established in 2017, whose aim is to support and enhance senior centers in the region by connecting them with philanthropic organizations to further the mission of improving quality of life for seniors in the community. Their research shows that senior centers are an essential gateway connecting older adults to vital services that help them stay healthy, engaged, and independent.

These funds will be utilized to purchase and install new flooring in the PACC Café, purchase updated décor throughout the facility, and based on future project approvals and funding availability, provide additional improvements such as new ceiling tiles or new commercial grade stainless steel cabinetry in the Café kitchen.

These improvements will not only enhance the aesthetics and comfort of the facility, creating a more inviting space for seniors to interact with one another while taking advantage of the services and resources the PACC offers, but also improve the safety and cleanliness of the kitchen and dining areas for our patrons.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joanna Axelrod, Deputy City Manager/Director of Communications and Community Services
09/08/21 3:55 p.m.

ATTACHMENTS:

1. Attachment "1" Budget Adjustment
2. Resolution No. 2021-145



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: September 15, 2021

Department: Communications and Community Services

Division: Older Adult Services

Project/Budget Manager: Robert Rhoades 5482

Name Extension

Council Date (if applicable): September 15, 2021

(attach copy of staff report)

For Finance Use Only

Log # _____

Fiscal Year _____

_____ Budget Balances

_____ General Fund Accts

_____ Revenue

_____ Interfund Transfers

_____ Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
San Diego Seniors Community Foundation	401-New Project	\$20,193.05	
Miscellaneous Agencies	401-4121	\$20,193.05	

Explanation of Request:

Budget adjustment is needed to receive and spend grant funds from the San Diego Seniors Community Foundation.

APPROVALS

Joanna Cyphered 9/17/21

Department Head Date

Jodi Hor 9/17/21

Finance Date

City Manager Date

City Clerk Date

Distribution (after approval):

Original: Finance

RESOLUTION NO. 2021-145

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE DEPUTY CITY
MANAGER / DIRECTOR OF
COMMUNICATIONS AND COMMUNITY
SERVICES TO ACCEPT UP TO \$40,000 IN
GRANT FUNDS FROM THE SAN DIEGO
SENIORS COMMUNITY FOUNDATION AND
APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City of Escondido (“City”) is a Live Well San Diego partner and supports efforts to promote age-friendly resources that enhance the health and quality of life of the community; and

WHEREAS, the City provides centralized services dedicated to supporting its older adult population including nutritious meals, activities, resource connections, and co-located non-profit service organizations at the Park Avenue Community Center; and

WHEREAS, the City recognizes that significant isolation issues exist among older adults with no family or nearby support system; and

WHEREAS, the San Diego Seniors Community Foundation is devoted to the welfare of seniors through philanthropic support; and

WHEREAS, the Deputy City Manager / Director of Communications and Community Services recommends the acceptance of up to \$40,000 in grant funds from the San Diego Seniors Community Foundation to be used for improving the comfort, usability, and social participation of older adults of the Park Avenue Community Center.

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 Deputy City Manager / Director of the Communications and Community Services, or her designee, to execute all necessary documents, in forms approved by the City Attorney's Office, to accept all grant funds.
3. That the City Council approves of any necessary budget adjustments to expend funds received for the purposes stated herein.
4. That the Older Adult Services division of the Communications and Community Services Department shall expend up to \$40,000 in grant funds in accordance with the terms and requirements of the grant agreement.

CITY COUNCIL STAFF REPORT

Current Business Item No. 11

September 15, 2021

File No. 0610-90

SUBJECT: Review and Discussion of Council Rules and Procedures

DEPARTMENT: City Clerk's Office

RECOMMENDATION:

Councilmember Garcia has requested that the City Council review and consider the City Council's current Rules of Procedure as it relates to the issuance of proclamations and certificates.

BACKGROUND:

On January 27, 2021 the City Council approved Resolution No. 2021-22 (Attachment "1") which amended the rules of procedure for City Council Meetings and City Council Policies.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Zack Beck, City Clerk

09/08/21 4:53 p.m.

ATTACHMENTS:

1. Attachment 1 – Resolution No. 2021-22 – City Council Rules and Procedures

Attachment "1"

RESOLUTION NO. 2021-22

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

Attachment "1"

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
- h. Public Hearings
- i. Current Business Matters
- j. Future Agenda Items
- k. Council Members Subcommittee Reports
- l. Council Member Reports
- m. City Manager's Weekly Activity Report Highlights
- n. Oral Communications

Attachment "1"

o. 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 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

Attachment "1"

or her discretion extend the time for a speaker or speaker representative to address the Council. 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. 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).

7. Council Action on Agenda Matters.

Prior to the request for a motion and second by any Council member on an agenda matter, Council shall be allowed to hear any presentation by staff or member of the public, ask questions and discuss among themselves the matter to be decided. At the conclusion of the presentation, questions and discussion by Council members a request for a motion and second may be made and a roll call vote shall be taken. A motion that fails to obtain a second or a majority vote shall die.

8. 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

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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.

9. 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.

Attachment "1"

10. 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.

11. 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

Attachment "1"

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 shall normally be signed on behalf of the City by the Mayor, but if all Councilmembers so desire and signatures can be obtained in a timely manner, proclamations may also be signed by the full City Council. 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

Attachment "1"

such a presentation is to be scheduled shall be resolved by a majority vote of the City Council.

12. 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.

13. 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.

14. 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

Attachment "1"

- (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.

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- 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.

15. 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.

16. 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

Attachment "1"

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.

17. 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.

18. 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.

19. 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

Attachment "1"

the full opportunity to ask questions, voice opinions and make statements without interruption during closed and open sessions of the Council.

20. Parliamentary.

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.

21. 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.

22. 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.

23. 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

Attachment "1"

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

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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.

Attachment "1"

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.

Attachment "1"

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

Attachment "1"

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

Attachment "1"

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.

Attachment "1"

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

Attachment "1"

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

Attachment "1"

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.

Attachment "1"

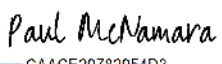
PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof the 27th day of January, 2021 by the following vote to wit:

AYE : Councilmembers: GARCIA, INSCOE, MORASCO

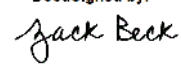
NOES : Councilmembers: MARTINEZ, MCNAMARA

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:

CAACE20782954D3...
PAUL MCNAMARA, Mayor of the
City of Escondido, California

ATTEST:

DocuSigned by:

A58535D0BDC1430...
ZACK BECK, City Clerk of the
City of Escondido, California

RESOLUTION NO. 2021-22

CITY COUNCIL STAFF REPORT

Current Business Item No. 12

September 15, 2021

File No. 0610-55

SUBJECT: Boards and Commissions Subcommittee Report

DEPARTMENT: City Clerk

RECOMMENDATION:

It is requested that the City Council consider recommendations from the Boards and Commissions Subcommittee.

BACKGROUND:

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

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

1. Commissioner Selection Process – Each councilmember will nominate one individual per commission and the Mayor nominates the remaining individuals. The Mayor will bring forward all nominations for the City Council to approve or reject.
2. Two Year Terms – Commissioner terms will be reduced from four years to two years (Attachment 1). This will not apply to the Planning Commission or Library Board of Trustees, due to State Law.
3. Seven Members Per Board – Each commission will be comprised of seven members. This will not apply to the Library Board of Trustees, due to State Law.
4. Uniform Bylaws – All boards and commissions will have uniform by-laws (Attachment 2). This will not apply to the Planning Commission or Library Board of Trustees, due to State Law.

Furthermore, the Boards and Commissions Subcommittee composed a video that provides the public with an overview of the role that Boards and Commissions serve in Escondido. Here is a link to the video: [City of Escondido Boards and Commissions Overview - YouTube](#)

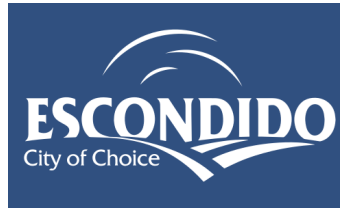
APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY

Zack Beck, City Clerk

09/08/21 4:53 p.m.

ATTACHMENTS:

1. Attachment 1 – Board and Commission Rotation
2. Attachment 2 – Boards and Commissions Draft Bylaws



Board and Commission

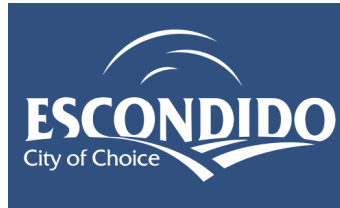
TERM ROTATION

Building Advisory and Appeals Board

Commissioner	Term Expires	Council District
Mirek Gorny	2023	District 4
Chris Cristakos	2022	District 2
Barry Speer	2022	District 4
Vacant	2022	-
Vacant	2022	-
Vacant	2023	-
Vacant	2023	-

Historic Preservation Commission

Commissioner	Term Expires	Council District
Marion Hanlon	2023	At Large
Marc Correll	2022	District 4
Errol Cowan	2022	District 4
Nicole Purvis	2022	District 2
James Spann	2022	District 3
Vacant	2023	At Large
Vacant	2023	At Large



Board and Commission

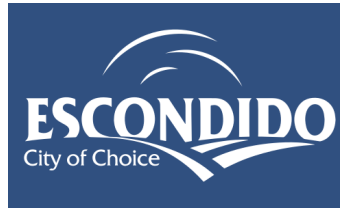
TERM ROTATAION

Library Board of Trustees

Commissioner	Term Expires	Council District
Carolyn Clemens	2022	District 4
John Schwab	2022	At Large
Virginia Bunnell	2024	District 3
Ron Guiles	2023	District 4
Mirek Gorny	2023	District 4

Planning Commission

Commissioner	Term Expires	Council District
Dao Doan	2024	District 4
Rick Paul	2024	District 2
Kate Barba	2024	District 4
Herminia Ramirez	2022	District 1
Nathan Serrato	2022	At Large
Stan Weiler	2024	At Large
Ingrid Rainey	2024	District 4



Board and Commission

TERM ROTATION

Public Art Commission

Commissioner	Term Expires	Council District
Juan Vargas	2023	District 1
Terri Ryan	2023	At Large
Matthew Cowell	2022	District 3
Patricia Spann	2022	District 3
Ana Marie Velasco	2022	District 3
Vacant	2023	-
Vacant	2023	-

Transportation and Community Safety Commission

Commissioner	Term Expires	Council District
Lori Hatley	2023	District 2
Larry Thornburgh	2023	District 4
William Durney	2022	District 4
Rachael Kassebaum	2022	District 3
Robert Korbecki	2022	District 2
Amanda Phillips	-	EUHSD
Francis Spoonemore	-	EUSD

CITY OF ESCONDIDO



Boards and Commissions Bylaws

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

Boards and Commissions

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

Advisory bodies relate to the Council and staff as follows:

Council's role is to . . .

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

The Advisory body's role is to . . .

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

Staff's role is to . . .

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

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

BOARD AND COMMISSION BYLAWS

The City of Escondido maintains seven boards and commissions:

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

Building Advisory and Appeals Board

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

Climate Commission

The Climate Commission includes representative stakeholders and experts that provide ongoing program support and guidance, identification of potential funding sources, facilitate partnerships, and monitor implementation of the Climate Action Plan.

Historic Preservation Commission

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

Library Board of Trustees

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

Planning Commission

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

Public Art Commission

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

Transportation and Community Safety Commission

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

Eligibility and Membership

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

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

Term Length

Board and Commission term lengths are two years.

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

Spouses, Household Members, and Relatives

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

Concurrent Service

No member of any board or commission listed herein, may serve on more than one board or commission at the same time.

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

Limitation on Terms

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

All board and commission members are eligible to serve four successive two-year terms on the same board or commission. No person who has served four such successive two-year terms shall be eligible for appointment to that same board or commission for two years following the expiration of the second full term for which the member was appointed and served.

Recruitment

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

Appointment

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

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

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

Applications are accepted throughout the year, however, in case additional appointments need to be made due to resignations or other unforeseen circumstances.

Oath of Office

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

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

Training

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

Disclosure Obligations

All public officials, include commissioners, must file annual conflict of interest forms with the City Clerk's office as required by State law. Those forms are public records which are available to the public upon request. The forms require disclosure of information about income, business and property interests in the community, gifts, and the like. As to income, officials are required to disclose sources, but not exact dollar amounts.

Officers

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

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

Chair's Role and Responsibilities

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

Vice Chair's Role and Responsibilities

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

Meetings

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

Attendance

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

The board/commission chair shall, in consultation with the staff liaison, propose that each absence be "excused" or "unexcused". Each board or commission shall then determine by general consent (or, failing to achieve general consent, by majority vote) their members' absences from regularly scheduled meetings as excused or unexcused** and shall include that record in official meeting minutes. Absences from special meetings shall be recorded but shall not be classified as "excused" or "unexcused".

Unexcused absences from three consecutive regularly scheduled meetings, or from more than 25% of all regularly scheduled meetings over any consecutive 12-month period, shall result in that member's seat being declared vacant by the City Clerk.

** *Excused absences* shall be limited to those which meet both of the following requirements:

The absent member must have informed the chair or the City staff liaison to the board or commission, of their intended absence prior to the scheduled meeting. (Failure to inform the chair or the staff liaison prior to the meeting shall result in an unexcused absence, unless extenuating circumstances prevent advance notice), and

The absence is due to one of the following:

- A death in the family,
- Personal illness,
- Board or commission-related business,
- Emergency, or
- Decision by member's supervisor in employment or required military service,
- Maternity leave.

Quorums

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

Majority and Abstentions

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

Ad-hoc Committees

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

Staff Support to Board and Commissions

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

Role in Public Communication

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

Board and Commission Role Outside of Meetings

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

Private.

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

Public.

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

Board and Commission Communication with City Council

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

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

Resignation/Completion of Term

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

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

Harassment

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

Removal

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

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

Administrative Policies

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



FUTURE CITY COUNCIL AGENDA ITEMS

Updated September 9, 2021

AGENDA ITEMS AND CITY COUNCIL MEETING DATES ARE SUBJECT TO CHANGE.
CHECK WITH THE CITY CLERK'S OFFICE AT (760) 839-4617

September 22, 2021 NO MEETING (League of CA Cities)

**September 29, 2021
5:00 p.m.**

PROCLAMATION

October 2021 National Fire Prevention Week

CONSENT CALENDAR

Approval of CalPERS Industrial Disability Retirement for John Russo
(J. Perpetua)

It is requested that the City Council adopt Resolution No. 2021-112 – Approve the Industrial Disability Retirement of Police Officer John Russo.

Approval of CalPERS Industrial Disability Retirement for Roy Huston Jr.
(J. Perpetua)

It is requested that the City Council adopt Resolution No. 2021-124 – Approve the Industrial Disability Retirement of Police Officer Roy Huston Jr.

2022 Holiday Schedule
(J. Perpetua)

In compliance with the City of Escondido's various Memorandum of Understandings, each year the City Council is required to adopt a resolution which establishes the holiday closure schedule for the following year.

Mills Act Agreement and CEQA Exemption; Case No. PL20-0562
(A. Finestone)

It is requested that the City Council adopt resolution 2021-125 to enter into a Mills Act contract with the owner of 2775 Las Palmas Avenue. It is also requested that the City Council approve the CEQA exemption

PUBLIC HEARINGS

2021 Omnibus Zoning Code Update

(A. Finestone)

A series of Escondido Zoning Code Amendments to address changes in state laws, correct errors, and clarify or improve existing regulations. The proposal involves minor amendments to Article 34 (Communication Antennas), Article 35 (Outdoor Lighting), Article 47 (Environmental Quality), Article 55 (Grading and Erosion Control), Article 56 (Miscellaneous Development Standards), Article 61 (Administration and Enforcement), Article 64 (Design Review), Article 65 (Old Escondido Neighborhood), Article 66 (Sign Ordinance), Article 67 (Density Bonus and Residential Incentives), Article 68 (Growth Management Ordinance), and Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of the Escondido Zoning Code. The project also includes a minor revision to Table 4.1 of the East Valley Specific Plan.

Short-Form Rent Review Board Hearing for Escondido Views Mobilehome Park (Case No. 0697-20-10287)

(A. Finestone)

It is requested that the City Council consider a short-form rent increase application involving four spaces submitted for the City-owned lots at Escondido Views Mobilehome Park located at 2400 W. Valley Parkway, and if approved, adopt Rent Review Board Resolution No. 2021-05 granting an increase as requested in the application.

Short-Form Rent Review Board Hearing for Mountain Shadows Mobilehome Park (Case No. 0697-20-10286)

(A. Finestone)

It is requested that the City Council consider a short-form rent increase application involving four spaces submitted for the City-owned lots at Mountain Shadows Mobilehome Park located at 1750-1751 W. Citracado Pkwy, and if approved, adopt Rent Review Board Resolution No. 2021-04 granting an increase as requested in the application.

CURRENT BUSINESS

American Rescue Plan Funding Allocation

(C. Holmes)

It is requested that the City Council adopt Resolution No. 2021-146 authorizing the acceptance of Coronavirus State and Local Fiscal Recovery Funds established by the American Rescue Plan Act of 2021 in the amount of \$38,808,509 and approve the budget adjustment for the appropriation of funds.

Business Recovery Strategy Update

(A. Finestone)

Throughout the COVID-19 pandemic, the City has continuously pursued measures to assist with the challenges faced by our business community. City staff recognizes that even when the pandemic is over, the impact to the community will be felt for some time still. Staff will be providing an update on current measures that are in-place and identify what has been determined to be beneficial to the business community. Staff will be requesting input from the Council on what should be considered as we continue to refine the recovery strategy, however no changes to the current recovery measures are being proposed at this time.

FUTURE AGENDA ITEMS

October 6, 2021 NO MEETING



September 15, 2021

CITY MANAGER'S WEEKLY ACTIVITY REPORT

- Please refer to the City's website at <https://www.escondido.org/latest-news-from-the-city-managers-office.aspx>