



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 17, 2025

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

5:00 PM - Regular Session

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR

Dane White

DEPUTY MAYOR

Consuelo Martinez (District 1)

COUNCILMEMBERS

Joe Garcia (District 2)

Christian Garcia (District 3)

Judy Fitzgerald (District 4)

CITY MANAGER

Sean McGlynn

CITY ATTORNEY

Michael McGuinness

CITY CLERK

Zack Beck

HOW TO WATCH

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

In Person



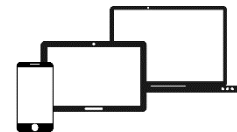
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 17, 2025

HOW TO PARTICIPATE

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

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



escondido-ca.municodemeetings.com

ASSISTANCE PROVIDED

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





CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 17, 2025

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION

- I. **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Government Code § 54957.6)**
 - a. *In re Purdue Pharma L.P., et al.*
 - b. *National Opioid Settlement Litigation Matters*
 - c. *Beatz v. City of Escondido, et. al.*
San Diego Superior Court Case No. 37-2023-00004381-CU-PA-CTL
- II. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code § 54956.9(d)(2))**
 - a. One Matter
- III. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code § 54956.8)**
 - a. Property: 340 N. Escondido Blvd., Escondido (California Center for the Arts, Escondido)
Agency Negotiator: Sean McGlynn, City Manager, or designees
Negotiating Party: California Center for the Arts, Escondido, Foundation
Under Negotiation: Terms of Management Agreement
 - b. Property: APN 2710301200 (Kit Carson Park)
Agency Negotiator: Sean McGlynn, City Manager, or designees
Negotiating Party: The Rinks Foundation
Under Negotiation: Terms of Lease

ADJOURNMENT



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 17, 2025

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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FLAG SALUTE

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

CALL TO ORDER

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

PROCLAMATION

National Emergency Preparedness Month

PRESENTATIONS

Swearing in of Police Chief Ken Plunkett

SDG&E Wildfire and PSPS Preparedness Informational Presentation

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

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



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 17, 2025

CONSENT CALENDAR

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

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

2. APPROVAL OF WARRANT REGISTER

Request the City Council approve the City Council and Housing Successor Agency warrants issued between August 18, 2025 to September 07, 2025.

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

3. APPROVAL OF MINUTES: Regular meetings of August 20, 2025 and August 27, 2025

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE OFFICER EDWARD BUSTIN

Request the City Council adopt Resolution No. 2025-51, approving the California Public Employees' Retirement System ("CalPERS") Industrial Disability Retirement for Police Officer Edward Bustin.

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2025-51

6. CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

Request the City Council adopt Resolution No. 2025-113, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main.

Staff Recommendation: Approval (Utilities Department: Kyle Morgan, Interim Director of Utilities)

Presenter: Kyle Morgan, Interim Director of Utilities

a) Resolution No. 2025-113



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 17, 2025

7. AUTHORIZE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR MONTIEL ROAD RESURFACING

Request the City Council adopt Resolution No. 2025-117 (1) authorizing the City Manager or designee to execute a Cooperative Agreement with the County of San Diego ("County") for the resurfacing of Montiel Road ("Project"); (2) acknowledging the County as the lead agency for the Project; and (3) authorizing the Director of Finance to allocate and expend funds from the Pavement Rehabilitation Fiscal Year 2026 Project.

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

Presenter: Christopher Hudson, Project Manager

a) Resolution No. 2025-117

CURRENT BUSINESS

8. WASTEWATER BILLING ADJUSTMENT TO CORRECT ERRONEOUS BILLING

Request the City Council receive a presentation from staff detailing: the nature of certain utility billing errors impacting customers of the Wastewater Fund, leading to some customers being overbilled for service while other customers were underbilled; the recommended measures for correcting these errors and ensuring that they do not recur; and the communication plan developed to inform wastewater customers. Staff requests that the City Council provide direction concerning the proposed methods of correcting the errors described in this report on future utility bills.

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

Presenter: Christopher McKinney, Deputy City Manager

a) Resolution No. 2025-111

9. RESOLUTION IN OPPOSITION TO PROPOSITION 50

Request the City Council adopt Resolution No. 2025-116 formally taking a position of opposition to Proposition 50 on the November 2025 Ballot.

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

Presenter: Dane White, Mayor

a) Resolution No. 2025-116



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 17, 2025

10. DESIGNATION OF VOTING DELEGATE – LEAGUE OF CALIFORNIA CITIES CONFERENCE

Request the City Council designate the Voting Delegate and up to two alternates for the 2025 League of California Cities Annual Conference in Long Beach, California.

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

Presenter: Zack Beck, City Clerk

11. TRANSPORTATION AND COMMUNITY SAFETY COMMISSION APPOINTMENT

Request the City Council ratify the Mayor's nomination of David Cazares to fill an unscheduled vacancy on the Transportation and Community Safety Commission.

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

Presenter: Zack Beck, City Clerk

FUTURE AGENDA

12. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

ORAL COMMUNICATIONS

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CITY MANAGER'S REPORT

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

ADJOURNMENT



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 17, 2025

UPCOMING MEETING SCHEDULE

Wednesday, October 01, 2025 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*
Wednesday, October 15, 2025 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*

SUCCESSOR AGENCY

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



Consent Item No. 1

September 17, 2025

A F F I D A V I T S

O F

I T E M

P O S T I N G – N O N E



STAFF REPORT

September 17, 2025

File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER

DEPARTMENT

Finance

RECOMMENDATION

Approval for City Council and Housing Successor Agency warrants issued between August 18, 2025 to September 07, 2025

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

Dates	08/18/2025 to 09/07/2025
Total	\$6,075,115.18
Number of Warrants	555

BACKGROUND

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION

3:30 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

CLOSED SESSION

I. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code § 54956.9(d)(2))

One Matter

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

- a. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Teamsters Local 986, Maintenance and Operations Bargaining Unit and Administrative / Clerical / Engineering Bargaining Unit
- b. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido City Employees' Association, Supervisory Bargaining Unit
- c. Agency Representatives: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido Police Association Non-Sworn Bargaining Unit
- d. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Police Officers' Association Sworn Personnel Bargaining Unit
- e. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Firefighters Association Safety and Non-Safety Bargaining Unit
- f. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Employee Organization: Police Management Association Bargaining Unit

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

- a. *Flatiron Dragados West, LLC v. City of Escondido*



CITY *of* ESCONDIDO

COUNCIL MEETING MINUTES

ADJOURNMENT

Mayor White adjourned the meeting at 4:50 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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FLAG SALUTE

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CALL TO ORDER

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

PRESENTATIONS

Interfaith CUP Informational Update

San Diego County Water Authority Board Member Rick Paul

CLOSED SESSION REPORT

None

ORAL COMMUNICATIONS

Stephen Wheeler – Expressed concern regarding transparency in local government.

CONSENT CALENDAR

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

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

2. **APPROVAL OF WARRANT REGISTER**

Request the City Council approve the City Council and Housing Successor Agency warrants issued between August 04, 2025 to August 10, 2025.

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

3. **APPROVAL OF MINUTES: None**

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

PUBLIC HEARING

5. **IMPLEMENTATION AND FINANCING OF THE CITYWIDE ENERGY ROADMAP**

Request the City Council adopt Resolution No. 2025-107 authorizing the Mayor and/or Authorized Officers to execute, on behalf of the City: (1) the First Amendment to the Energy Services Agreement between the City and Climatec Energy Services ("Climatec"); (2) an Equipment Lease/Purchase Agreement with an initial principal value of \$46,000,000 through Banc of America Public Capital Corp "(BAPCC)"; (3) an Escrow and Account Control Agreement; and (4) such other agreements and documents as may be required to complete transactions to implement the Energy Roadmap. (File Number 0600-10; A-3564; 0600-10; A-3564-1-A; 0600-10; A-3564-1-B)

Staff Recommendation: Approval (City Manager Department: Sean McGlynn, City Manager)

Presenters: Christopher McKinney, Deputy City Manager; Christina Holmes, Finance Director; Ashley Lough, Climatec; and Tyler Girtman, Climatec

a) Resolution No. 2025-107

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

CURRENT BUSINESS

6. **PUBLIC ART WORK PLAN: FISCAL YEAR 2024/2025 UPDATES AND FISCAL YEAR 2025/2026 PUBLIC ART COMMISSION ANNUAL WORK PLAN**

Request the City Council adopt Resolution No. 2025-110 approving and adopting the Fiscal Year 2025/2026 Public Art Commission Annual Work Plan. (File Number 0120-15)

Staff Recommendation: Approval (Economic Development Department: Jennifer Schoeneck, Director of Economic Development)

Presenter: Sandra Aguilar, Management Analyst



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

a) Resolution No. 2025-110

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

FUTURE AGENDA

7. FUTURE AGENDA

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT

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

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor White adjourned the meeting at 7:05 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

None

CLOSED SESSION

I. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code § 54956.9(d)(2))

- a. *Flatiron Dragados West, LLC v. City of Escondido*
- b. *One Matter*

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

- a. Property: APN 2710301200 (Kit Carson Park)
- b. Agency Negotiator: Sean McGlynn, City Manager, or designee
- c. Negotiating Party: The Rinks Foundation
- d. Under Negotiation: Terms of Lease

ADJOURNMENT

Mayor White adjourned the meeting at 4:55 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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FLAG SALUTE

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CALL TO ORDER

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

PROCLAMATION

Pollution Prevention Week

CLOSED SESSION REPORT

Flatiron Dragados West, LLC v. City of Escondido

Council unanimously approved a settlement (terms on file with the City Attorney's Office)

ORAL COMMUNICATIONS

Courtney Cabral – Invited the City Council to attend the Grape Day Festival

Maria Wallace – Stated that immigrants play an integral part of American history.

CONSENT CALENDAR

Motion: White; Second: Fitzgerald; Approved: 5-0

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

2. **APPROVAL OF WARRANT REGISTER**

Request the City Council approve the City Council and Housing Successor Agency warrants issued between August 11, 2025 to August 17, 2025.

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

3. **APPROVAL OF MINUTES: Regular meeting of August 13, 2025**

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

5. **BID AWARD FOR ACTIVATED CARBON FOR THE WATER TREATMENT PLANT**

Request the City Council adopt Resolution No. 2025-108 (1) accepting the sole responsive bidder for the purchase of Activated Carbon; (2) authorizing the Director of Finance to execute a purchase order with Carbon Activated Corporation, the sole responsive bidder, to provide activated carbon to be used at the Water Treatment Plant, effective September 1, 2025 through June 30, 2026, with the option to renew for an additional one-year period conditioned upon budget appropriations; and (3) authorizing the City Manager or their designee to approve any price increase for the one-year option to renew, conditioned upon budget appropriations. (File Number 0470-25)

Staff Recommendation: Approval (Utilities Department: Kyle Morgan, Interim Director of Utilities)

Presenter: Reed Harlan, Assistant Director of Utilities/Water

a) Resolution No. 2025-108

6. **CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN**

Request the City Council adopt Resolution No. 2025-109, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. (File Number 1330-85)

Staff Recommendation: Approval (Utilities Department: Kyle Morgan, Interim Director of Utilities)

Presenter: Kyle Morgan, Interim Director of Utilities

a) Resolution No. 2025-109

PUBLIC HEARING



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

7. **2025 SANITARY SEWER MANAGEMENT PLAN**

Request the City Council adopt Resolution No. 2025-103 approving the 2025 Sanitary Sewer Management Plan. (File Number 1330-90)

Staff Recommendation: Approve (Utilities Department: Kyle Morgan, Interim Director of Utilities)

Presenter: Kyle Morgan, Interim Director of Utilities

a) Resolution No. 2025-103

Motion: Fitzgerald; Second: White; Approved: 5-0

CURRENT BUSINESS

8. **CITY COUNCIL FACILITY USE POLICY**

Request the City Council adopt Resolution No. 2025-106 establishing a comprehensive City Council Facility Use Policy for Community Public Forums and Neighborhood Celebration Events. (File Number 0900-20)

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

Presenter: Zack Beck, City Clerk

a) Resolution No. 2025-106

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

FUTURE AGENDA

9. **FUTURE AGENDA**

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

White: Resolution in opposition to Prop. 50

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CITY MANAGER'S REPORT

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

ORAL COMMUNICATIONS

None

ADJOURNMENT

Mayor White adjourned the meeting at 5:55 p.m.

MAYOR

CITY CLERK



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

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

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

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

RECOMMENDATION

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

Respectfully Submitted,

Zack Beck
City Clerk



STAFF REPORT

September 17, 2025
File Number 0170-57

SUBJECT

APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE OFFICER EDWARD BUSTIN

DEPARTMENT

Human Resources

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-51, approving the California Public Employees' Retirement System ("CalPERS") Industrial Disability Retirement for Police Officer Edward Bustin.

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

Presenter: Jessica Perpetua, Director of Human Resources

ESSENTIAL SERVICE –Internal Requirement

COUNCIL PRIORITY –

FISCAL ANALYSIS

None

PREVIOUS ACTION

None

BACKGROUND

Mr. Bustin filed for Industrial Disability Retirement on January 23, 2025, as a 30-year-old Police Officer. He has been employed by the City of Escondido since January 2021. The basis for Mr. Bustin's Industrial Disability Retirement application is confirmed by medical reports from Dr. Michael Takamura. Mr. Bustin's condition is non-physical in nature. Accordingly, Mr. Bustin is incapacitated within the meaning of the Public Employee's Retirement Law for performance of his usual and customary duties in the position of Police Officer.

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



CITY *of* ESCONDIDO

STAFF REPORT

recommends the City Council adopt Resolution No. 2025-51, approving the CalPERS Industrial Disability Retirement for Officer Edward Bustin to be effective September 17, 2025.

RESOLUTIONS

- a) Resolution No. 2025-51

RESOLUTION NO. 2025-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, APPROVING THE CALPERS
INDUSTRIAL DISABILITY RETIREMENT FOR POLICE
OFFICER EDWARD BUSTIN

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

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

WHEREAS, Edward Bustin (“Employee”) filed an application with CalPERS on January 23, 2025, for an Industrial Disability Retirement due to a Post-Traumatic Stress Disorder injury; and

WHEREAS, the Employee is employed by the City in the position of Police Officer; and

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

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

1. That the above recitations are true.

2. That the City Council does hereby find and determine that Employee is incapacitated within the meaning of the California Public Employees' Retirement Law for performance of his duties in the position of Police Officer.

3. That the City Council certifies Resolution No. 2025-51 in accordance with Government Code Section § 21156, that this determination was made on the basis of competent medical opinion, and was not used as a substitute for the disciplinary process.

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

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

6. That the Employee's retirement date will be effective September 17, 2025, and his last day on paid status is September 16, 2025.

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

8. That the City will make monthly Advanced Disability Pension Payments of \$4,761.22, beginning October 1, 2025, until CalPERS begins making retirement payments. The City will also make a one-time advance disability payment of \$2,063.19, for the remaining twelve days of September 2025. CalPERS will send the reimbursement check to: City of Escondido Workers' Compensation Department 201 N. Broadway Escondido, CA 92025.

9. That the primary disabling condition is a non-physical mental health condition, and arose out of and in the course of employment.

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

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



STAFF REPORT

September 17, 2025
File Number 1330-85

SUBJECT

CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

DEPARTMENT

Utilities Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-113, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The Resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

Staff Recommendation: Approval (Utilities: Kyle Morgan, Interim Director of Utilities)

Presenter: Kyle Morgan, Interim Director of Utilities

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Sewer

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

Funding for the Emergency Repair of the Escondido Trunk Sewer Main is available in the Wastewater Capital Improvement Project ("CIP") budget for Sewer Trunk Main, CIP No. 801913.

PREVIOUS ACTION

On June 26, 2024, the City Council adopted Resolution No. 2024-86, ratifying Proclamation No. 2024-02, affirming that it was appropriate for City staff to forego competitive bidding procedures and work with contractors for the necessary emergency repair of the failing trunk sewer main.

On July 10, 2024, the City Council adopted Resolution No. 2024-94, reaffirming that there was a need to continue efforts toward emergency repair of the failing trunk sewer main.

On July 17, 2024, the City Council adopted Resolution No. 2024-103, reaffirming that there was a need to continue efforts toward emergency repair of the failing trunk sewer main.



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On July 23, 2024, a Public Improvement Agreement with CCL Contracting, Inc. was executed for the emergency repair of Section 2, from Beech Street to Grape Day Park, on a time and materials basis in an amount not to exceed \$10,240,691.

On August 7, 2024, the City Council adopted Resolution No. 2024-106, reaffirming that there was a need to continue efforts toward emergency repair of the failing trunk sewer main. In addition, City Council approved a budget adjustment in the amount of \$12,036,225 to fund the emergency repair of the failing trunk sewer main, consisting of \$7,036,225 from the unallocated Wastewater Reserves and \$5,000,000 from Capital Improvement Project No. 801508, Recycled Easterly Ag MFRO.

On August 21, 2024, a Public Improvement Agreement with J.R. Filanc Construction Company was executed for the emergency repair of Section 1, Ash Street from the Firestone Complete Auto Care parking lot to the Walmart Neighborhood Market parking lot, on a time and materials basis in an amount not to exceed \$1,795,534.

On August 28, 2024, the City Council adopted Resolution No. 2024-117, reaffirming that there was a need to continue efforts toward emergency repair of the failing trunk sewer main.

On September 11, 2024, the City Council adopted Resolution No. 2024-131, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On October 2, 2024, the City Council adopted Resolution No. 2024-141, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On October 23, 2024, the City Council adopted Resolution No. 2024-146, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On November 20, 2024, the City Council adopted Resolution No. 2024-162, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On December 4, 2024, the City Council adopted Resolution No. 2024-178, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On January 8, 2025, the City Council adopted Resolution No. 2025-03, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On January 29, 2025, the City Council adopted Resolution No. 2025-06, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On February 19, 2025, the City Council adopted Resolution No. 2025-08, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer line.



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On March 19, 2025, the City Council adopted Resolution No. 2025-14, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer line.

On April 2, 2025, the City Council adopted Resolution No. 2025-19, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On April 16, 2025, the City Council adopted Resolution No. 2025-30, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On May 7, 2025, the City Council adopted Resolution No. 2025-38, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On May 21, 2025, the City Council adopted Resolution No. 2025-54, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On June 4, 2025, the City Council adopted Resolution No. 2025-58, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On June 18, 2025, the City Council adopted Resolution No. 2025-64, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On July 16, 2025, the City Council adopted Resolution No. 2025-86, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On August 13, 2025, the City Council adopted Resolution No. 2025-102, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line, authorized Change Order No. 01 to the Public Improvement agreement ("Agreement") with CCL Contracting, Inc. for an amount not to exceed \$1,397,320.60; and approved a budget adjustment in the amount of \$1,397,320.60, from the Unallocated Reserves to the Wastewater Capital Improvement Project ("CIP") budget for Trunk Main/Norlak-HARRF.

On August 27, 2025, the City Council adopted Resolution No. 2025-109, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

BACKGROUND

The City's trunk sewer mains, constructed in the 1950's, are a critical and integral part of the City's wastewater system. In June 2024, during routine closed-circuit television inspection, Utilities staff identified multiple failed and severely deteriorated sections of 18-inch and 21-inch trunk sewer main. In order to act quickly to avoid catastrophic failure, a local emergency was proclaimed on June 20, 2024, by the City Manager, serving as the Director of Emergency Services. The current and continuing scope of



CITY of ESCONDIDO

STAFF REPORT

work includes two sections of severely deteriorated trunk sewer main that are in critical condition. These sections are shown in **Figure 1** below and defined as follows:

Section 1: Ash Street - paralleling the Escondido Creek, from the Firestone Complete Auto Care ("Firestone") parking lot to the Walmart Neighborhood Market ("Walmart") parking lot; and
Section 2: Beech Street to Grape Day Park - paralleling the Escondido Creek, traversing a short section of North Hickory Street, then continuing in East Pennsylvania Street from North Hickory and extending into Grape Day Park.

Figure 1



Section 1 emergency repair work began on August 7, 2024. All repairs to Section 1 are now complete.

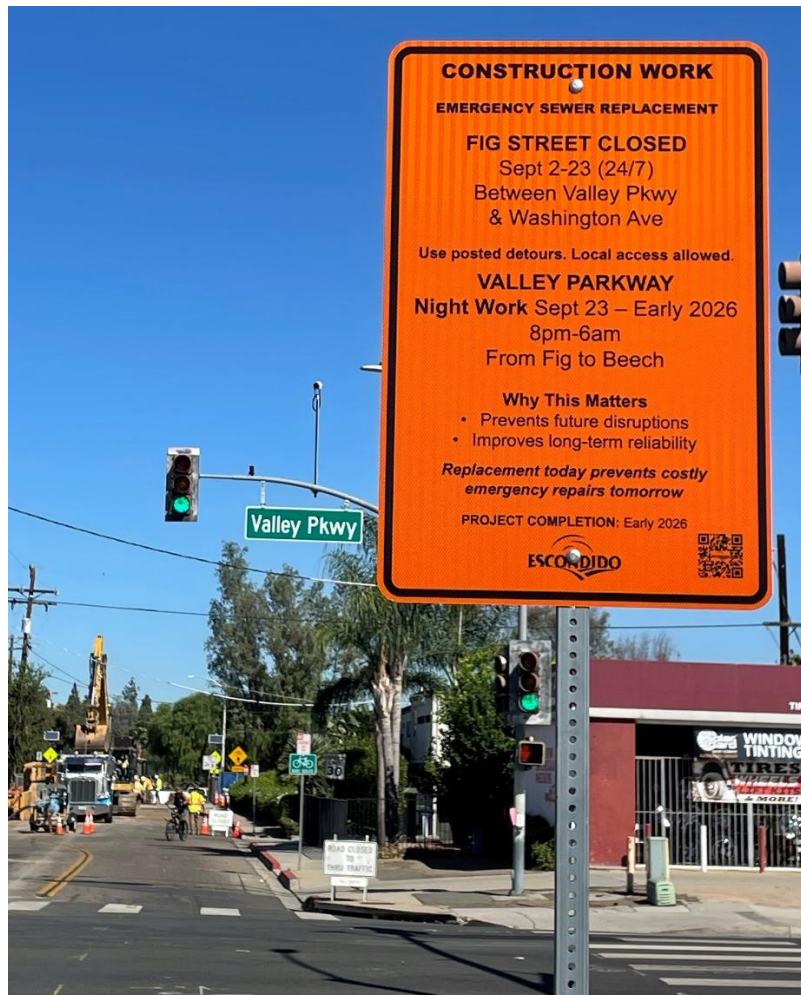
Section 2 emergency repair work began on July 25, 2024, and is anticipated to be complete by January 16, 2026. The contractor, CCL Contracting, Inc. ("CCL"), has installed approximately 3,730 linear feet of trunk main, from Grape Day Park to Hickory Street, within Pennsylvania Avenue; north within Hickory Street from the intersection of Pennsylvania Avenue and Hickory Street to just south of the intersection of Hickory Street and Lansing Circle; easterly through the Westmont Assisted Living Community; and continues easterly within the City's Escondido Creek private property/public utility easement, paralleling the south side of Escondido Creek to Grape Street. The additional restoration work at Westmont Assisted Living Community, which included abandonment and slurry fill of 2,000 feet of 21-inch sewer, abandonment and slurry fill of 14 manholes, and repair of 40 feet of 21-inch trunk sewer line within the bike path at Date Street, has been completed.



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In June 2025, a construction conflict with a 36" diameter water transmission main along the bike path was identified. City staff determined that rerouting the sewer trunk main from the bike path into East Valley Parkway, provided the best value to the city from a cost, constructability, product longevity, and risk mitigation. Construction on North Fig Street, south of the channel bridge, between Washington Avenue and Valley Parkway, began on September 2, 2025, with full closure for approximately three weeks and will re-open to the public on September 19, 2025. Utilities staff hand-delivered notices to nearby residences and businesses impacted by these closures. Construction on to East Valley Parkway between Beech Street and Fig Street, will tentatively start on September 23, 2025 with work occurring at night to minimize the impact to the community. Electronic message boards and signs updating the community are in place, where appropriate, throughout the construction project site and will remain through the duration of work.





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Utilities staff continues to communicate and coordinate with affected businesses and residents within the construction zone of influence, as well as other City Departments regarding current and upcoming construction, including the upcoming road closures.

RESOLUTIONS

- a) Resolution No. 2025-113

RESOLUTION NO. 2025-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, FINDING THAT AN EMERGENCY CONTINUES TO REQUIRE THE IMMEDIATE REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

WHEREAS, the City Council recognizes that the City's trunk sewer main pipeline defined in the two following critical sections are at risk of imminent, catastrophic failure:

Section 1: Ash Street - paralleling the Escondido Creek, from the Firestone Complete Auto Care parking lot to the Walmart Neighborhood Market parking lot; and

Section 2: Beech Street to Grape Day Park - paralleling the Escondido Creek, traversing a short section of North Hickory Street, then continuing in East Pennsylvania Street from North Hickory and extending into Grape Day Park; and

WHEREAS, pursuant to the approval of Resolution No. 2024-86 on June 26, 2024, ratifying Proclamation No. 2024-02; Resolution No. 2024-94 on July 10, 2024; Resolution No. 2024-103 on July 17, 2024; Resolution No. 2024-106 on August 7, 2024; Resolution No. 2024-117 on August 28, 2024; Resolution No. 2024-131 on September 11, 2024; Resolution No. 2024-141 on October 2, 2024; Resolution No. 2024-146 on October 23, 2024; Resolution No. 2024-162 on November 20, 2024; Resolution 2024-178 on December 4, 2024; Resolution No. 2025-03 on January 8, 2025; Resolution No. 2025-06 on January 29, 2025; Resolution No. 2025-08 on February 19, 2025; Resolution No. 2025-14 On March 19, 2025; Resolution No. 2025-19 on April 2, 2025; Resolution No. 2025-30 on April 16, 2025; Resolution No. 2025-38 on May 7, 2025; Resolution No. 2025-54 on May 21, 2025; Resolution No. 2025-58 on June 4, 2025, Resolution No. 2025-64 on June 18, 2025, and Resolution No. 2025-86 on July 16, 2025, Resolution No. 2025-102 on August 13, 2025, and Resolution No. 2025-109 on August 27, 2025, the City Council

previously found that the failing trunk sewer risk constitutes an emergency and found it appropriate for Utilities staff to proceed to contract services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

WHEREAS, on August 7, 2024, City Council approved a budget adjustment in the amount of twelve million, thirty-six thousand, two-hundred twenty-five dollars (\$12,036,225) to fund the emergency repair of the failing trunk sewer main, consisting of \$7,036,225 from the unallocated Wastewater Reserves and \$5,000,000 from Capital Improvement Project No. 801508, Recycled Easterly Ag MFRO; and

WHEREAS, the City entered into a Public Improvement Agreement (“Agreement”) with CCL Contracting, Inc., in an amount not to exceed ten million, two-hundred forty-thousand, six hundred ninety-one dollars (\$10,240,691) on July 23, 2024; and

WHEREAS, the City entered into a Public Improvement Agreement (“Agreement”) with J.R. Filanc Construction Company in an amount not to exceed one million, seven hundred ninety-five thousand, five hundred thirty-four dollars (\$1,795,534) on August 21, 2024; and

WHEREAS, the City Council approved Change Order No. 1 and a budget adjustment to the project in the amount of \$1,397,320.60 to fund the remaining portion of Section 2 emergency repairs due to a trunk sewer alignment conflict with the existing 36” water main, bringing the total contract value with CCL Contracting, Inc., resulting in a contract value of not to exceed eleven million, six-hundred thirty-eight thousand and eleven dollars and sixty cents (\$11,638,011.60); and

WHEREAS, pursuant to Section 22050 of the Public Contract Code, the City Council must review the emergency action every 14 days, or at its next regularly scheduled meeting, and determine by a four-fifths vote there is a need to continue the action; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to continue the emergency action.

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 finds the failure of the trunk sewer main is a public health and safety emergency; that this emergency will not permit the delay that would result from a competitive bidding process; and that the proposed action and expenditure is still necessary to respond to the emergency requiring immediate repair of the trunk sewer main.



STAFF REPORT

September 17, 2025

File Numbers 0600-10; A-3565-A; 0600-10; A-3565-B

SUBJECT

AUTHORIZE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR MONTIEL ROAD RESURFACING

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-117 (1) authorizing the City Manager or designee to execute a Cooperative Agreement with the County of San Diego ("County") for the resurfacing of Montiel Road ("Project"); (2) acknowledging the County as the lead agency for the Project; and (3) authorizing the Director of Finance to allocate and expend funds from the Pavement Rehabilitation FY26 Project.

Staff Recommendation: Approval (Christopher McKinney, Interim Development Services Director, and Jonathan Schauble, City Engineer)

Presenter: Christopher Hudson, Project Manager

ESSENTIAL SERVICE – Yes, Infrastructure

COUNCIL PRIORITY – Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido

FISCAL ANALYSIS

The City of Escondido's ("City") portion of the Project, not to exceed \$288,516.18, will be funded from the Pavement Rehabilitation FY26 Project. Sufficient funds are available in the current budget.

In accordance with the Cooperative Agreement ("Agreement") (Exhibit "A" to Resolution No. 2025-117), the City will deposit funds with the County within 30 days of agreement execution.

Following completion and acceptance of the Project construction, the County will conduct a final reconciliation of Project expenses within ninety (90) days. If the final costs exceed the initial deposit provided by the City, the County will issue a final bill for the difference as part of the reconciliation. If the final costs are less than the deposit, the County will reimburse the City for the difference.



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PREVIOUS ACTION

None

BACKGROUND

The County of San Diego is preparing a roadway resurfacing project scheduled to begin in Summer 2026 as part of its FY26 Roadway Maintenance Program. The Project includes segments of Montiel Road located within both County and City of Escondido jurisdiction. The City owns and maintains approximately half of the Project area and City staff has determined that its portion of Montiel Road is in need of resurfacing, as shown on the Project Map (Exhibit A of Exhibit "A" to Resolution No. 2025-117).

To facilitate coordination and cost efficiency, the City and County propose to enter into a Cooperative Agreement in advance of final design, construction, and contract award. The County will manage the construction contract and provide administrative, technical, and managerial support for the implementation of the City's portion of the work.

The City will fund 100 percent (%) of the cost associated with resurfacing the City's portion of Montiel Road, estimated not to exceed \$288,516.18, as detailed in the City Estimated Costs (Exhibit B of Exhibit "A" to Resolution No. 2025-117).

The resurfacing work on Montiel Road will include:

- Milling of the existing pavement to a depth of 2 inches.
- Placement of 2 inches of polymer-modified asphalt concrete.
- incidental improvements such as base repairs, dike replacement, utility coordination, and striping.

The Project is subject to issuance of a Right-of-Way Encroachment Permit by the City of Escondido for work occurring within City-maintained right-of-way, and shall comply with the insurance provisions outlined in the City of Escondido Insurance Requirements (Exhibit D of Exhibit "A" to Resolution No. 2025-117).

The Agreement will need to be approved by the City of Escondido and the County Board of Supervisors prior to advertising for construction bids. County DPW is currently scheduled to go to the Board of Supervisors for approval in Fall 2025.

Road resurfacing is tentatively scheduled for construction in Summer 2026.

The County of San Diego will serve as the Lead Agency for CEQA for the Montiel Road Resurfacing Project. The City and County will enter into a separate agreement pursuant to Title 14 CCR §15051(d), designating



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the County as the CEQA Lead Agency for the project, as outlined in the Agreement Designating the County of San Diego as the Lead Agency for the Project (Exhibit C of Exhibit "A" to Resolution No. 2025-117). The County will conduct its own environmental review and make a CEQA determination for the project prior to construction. As a maintenance project, a CEQA exemption is likely the environmental determination for the Project.

RESOLUTIONS

- a) Resolution No. 2025-117
- b) Resolution No. 2025-117—Exhibit "A"—Cooperative Agreement (Service Agreement) including:

Exhibit A – Project Map

Exhibit B – City Estimated Costs

Exhibit C – Agreement Designating the County of San Diego as the Lead Agency for the Project

Exhibit D – City of Escondido Insurance Requirements

RESOLUTION NO. 2025-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR THE MONTIEL ROAD RESURFACING PROJECT; ACKNOWLEDGING THE COUNTY AS THE LEAD AGENCY; AND AUTHORIZING THE DIRECTOR OF FINANCE TO ALLOCATE AND EXPEND FUNDS FROM THE PAVEMENT REHABILITATION FY26 PROJECT

WHEREAS, the County of San Diego ("County") is preparing a roadway resurfacing project scheduled to begin in Summer 2026 as part of its FY26 Roadway Maintenance Program, which includes segments of Montiel Road located within both County and City of Escondido ("City") jurisdiction; and

WHEREAS, the City of Escondido has determined that the City-maintained portion of Montiel Road is in need of resurfacing; and

WHEREAS, the City and County propose to enter into a Cooperative Agreement in advance of final design, construction, and contract award to facilitate coordination and cost efficiency; and

WHEREAS, the County will manage the construction contract and provide administrative, technical, and managerial support for the implementation of the City's portion of the Project; and

WHEREAS, the resurfacing work will include milling, asphalt concrete overlay, and incidental improvements such as base repairs, dike replacement, utility coordination, and striping; and

WHEREAS, the City of Escondido will fund one hundred percent (100%) of the cost associated with resurfacing the City's portion of Montiel Road, and the County will fund one hundred percent (100%) of the cost associated with its portion; and

WHEREAS, the City's share of the Project cost is estimated not to exceed \$288,516.18, and will be funded from under the Pavement Rehabilitation FY26 Project; and

WHEREAS, the City will disburse funds to the County within 30 days of execution of the Cooperative Agreement; and

WHEREAS, the Project is subject to issuance of a Right-of-Way Encroachment Permit by the City of Escondido for work occurring within City-maintained right-of-way.

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

1. The above recitals are true and correct.
2. The Mayor is hereby authorized to enter into a Cooperative Agreement with the County of San Diego for the resurfacing of Montiel Road, under terms and conditions substantially similar to those set forth in the agreement titled "Service Agreement by and Between County of San Diego and Escondido for Montiel Road Roadway Resurfacing," incorporated herein as Exhibit "A", with such modifications as may be approved by the City Attorney as to form and legality.
3. The Director of Finance is hereby authorized to allocate, encumber, and expend funds from under the Pavement Rehabilitation FY26 Project to fund the City's portion of the Montiel Road Resurfacing Project.
4. The Mayor is hereby authorized to execute, on behalf of the City, the Agreement Designating the County of San Diego as the Lead Agency under CEQA for the Montiel Road Resurfacing Project, in a substantially similar form to that which is attached and incorporated into this Resolution as Exhibit C of Exhibit "A", and subject to final approval as to form by the City Attorney.

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF SAN DIEGO

AND

CITY OF ESCONDIDO

FOR

MONTIEL ROAD ROADWAY RESURFACING

This Roadway Resurfacing Service Agreement ("Agreement") is entered into as of the last date of signature below, by and between the County of San Diego, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of Escondido, a California municipal corporation, (hereinafter "CITY") for Roadway Resurfacing of Montiel Road, located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

- A. Pursuant to Government Code section 54981 the legislative body of the CITY is authorized to contract with the legislative body of the COUNTY for the performance of municipal services within the territory of the CITY.
- B. The COUNTY currently has a North County Metro Roadway Resurfacing Project, comprising of segments of Montiel Road, which total approximately .51 miles, which excludes work outside of the COUNTY'S jurisdiction ("COUNTY PROJECT").
- C. The CITY currently has jurisdiction over portions of these segments to County Limit, which total approximately 0.27 miles, adjacent to the COUNTY PROJECT.
- D. COUNTY and CITY have mutually agreed that the CITY portion of Montiel Road is in need of roadway resurfacing (0.27 miles).
- E. The CITY limit is either side of the COUNTY PROJECT "Exhibit A", which is attached hereto and incorporated by this reference. All improvements being proposed within CITY limits shall be referred to as CITY PROJECT.
- F. The Roadway Resurfacing project will consist of asphalt concrete mill and inlay. The existing surface will be milled to a depth of 2 inches to remove surface distresses and irregularities. Two inches of polymer modified hot mix asphalt concrete will then be placed within the milled section. Incidental work will include and not be limited to repair of base failures (digouts), dike replacement, utility coordination and signing and striping the roadway.
- G. The COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.
- H. The COUNTY will provide the administrative, technical, managerial, and support services necessary for the implementation of the CITY PROJECT. The CITY will fund project work up to an amount of two hundred eighty-eight thousand, five hundred sixteen dollars and eighteen cents (\$288,516.18) as well as changes to the CITY PROJECT completed with prior CITY approval. The COUNTY will fund one hundred percent (100%) of the cost of the COUNTY PROJECT.

- I. The COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECT is to be administered, engineered, coordinated, and constructed.

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- 1) "CITY PROJECT" refers to the portion of the resurfacing work located within the jurisdictional boundaries of the City of Escondido, totaling approximately 0.27 miles of Montiel Road, as shown in Exhibit A. This includes all improvements proposed within CITY limits and funded by the CITY under this Agreement.
- 2) "COUNTY PROJECT" refers to the portion of the resurfacing work located within the jurisdictional boundaries of the County of San Diego, totaling approximately 0.51 miles of Montiel Road, as part of the COUNTY's North County Metro Roadway Resurfacing Project, excluding work outside of COUNTY jurisdiction.
- 3) "Construction Contract" refers to the contract awarded by the COUNTY for its FY26 Roadway Maintenance Program, which includes both the CITY PROJECT and COUNTY PROJECT as part of a single coordinated resurfacing effort. The COUNTY will manage this contract and provide administrative, technical, and managerial support for implementation of the CITY PROJECT.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

SECTION 1 • COUNTY AGREES:

1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the CITY PROJECT. The COUNTY is providing services for which the CITY will reimburse COUNTY as shown on Exhibit "B", which is attached hereto and incorporated by this reference.
2. To prepare, or cause to be prepared, detailed plans, specifications and estimates documents ("PS&E") for CITY PROJECT and submit to the CITY for review and approval at appropriate stages of development. Final plans for improvements shall be prepared to the COUNTY standards and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by the CITY.
3. To identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECT construction, the CITY and COUNTY shall coordinate and cooperate in good faith to make all necessary arrangements with the owners of such facilities for their protection, adjustment, relocation, or removal. The CITY and COUNTY shall, in good faith, coordinate and cooperate to require the utility owner and/or its contractors performing the relocation work within the CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation work. The CITY and COUNTY shall, in good faith, coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.

4. To make written application to CITY for a Public Right-of-Way Permit authorizing entry into CITY's right of way for the purposes of constructing CITY PROJECT.
5. In accordance with Exhibit "C", Agreement Designating Lead Agency, which is attached hereto and incorporated by this reference, to act as the Lead Agency under the California Environmental Quality Act ("CEQA") for the CITY PROJECT. To advertise, award and administer a public works contract for the construction of the CITY PROJECT in accordance with all applicable federal, state or County statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the COUNTY public construction codes, California Labor Code, and California Public Contract Code.
6. To furnish a representative to perform the function of Resident Engineer during construction of the CITY PROJECT.
7. To furnish qualified support staff to assist the Resident Engineer; such assistance shall include, but not be limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E documents.
8. To construct the CITY PROJECT in accordance with CITY approved PS&E documents.
9. To submit any contract change order that causes the amount of the CITY PROJECT improvements to exceed \$288,516.18 (as shown in Exhibit B) to CITY for review and approval prior to final authorization by COUNTY.
10. To furnish the CITY as-built plans, within one hundred and eighty (180) days following the completion and mutual acceptance of the CITY PROJECT and the recorded date for Notice of Completion of the Construction Contract.
11. To furnish the CITY a final reconciliation of project expenses within ninety (90) days following the completion and mutual acceptance of the CITY PROJECT and the recorded date for Notice of Completion of the Construction Contract. If final costs associated with the CITY PROJECT improvements are in excess of the deposit provided in Section 2, the COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the CITY PROJECT improvements are less than the deposit provided in Section 2, the COUNTY shall reimburse the CITY for the difference with the financial reconciliation.

SECTION 2 • CITY AGREES:

1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit B", CITY will in good faith amend this Agreement to include any such costs under this Agreement, subject to City Council approval if applicable.
2. To deposit with the COUNTY, within 30 days of executing this agreement, full value (\$288,516.18) (the "Deposit"), as provided in "Exhibit B".
3. CITY agrees to approve the COUNTY or its contractors Public Right-of-Way Permit application authorizing entry onto CITY's right of way to perform all surveys and other field activities required for preparation of the PS&E, utility coordination, and construction of the CITY PROJECT, if the proposed work meets CITY design and access requirements, within 45 days of the application being deemed complete. The CITY agrees to reimburse the COUNTY for COUNTY, or its

contractor's, cost to obtain such permit and for any requirements of said permit not required by COUNTY's Construction Contract.

4. In support of the COUNTY's resurfacing activities within CITY boundaries, the CITY agrees to waive all applicable Right-of-Way Encroachment permit fees, including inspection fees and traffic control review fees, specifically for work the CITY PROJECT. This waiver of permit applies only to work conducted during normal City working hours, defined as Monday through Friday, 7:00 AM to 4:00 PM. Any work conducted outside of normal working hours shall require a Noise Variance Permit, which is subject to approval and issuance by the CITY. If approved, the COUNTY shall require the awarded contractor to submit for a Noise Variance Permit with the City, with a minimum of 96 hours' notice prior to such work. Issuance of a Noise Variance Permit is not guaranteed. If the Noise Variance Permit is not approved, the COUNTY shall coordinate with the CITY to reschedule the work within approved working hours or explore alternative compliance measures.
5. Provide a representative to coordinate with the COUNTY's Project Manager during the development and the construction of CITY PROJECT, and to verify facilities are constructed as required by this Agreement, if applicable.
6. To provide oversight of the CITY PROJECT, to provide reviews and approvals, as appropriate, of submittals by the COUNTY, and to cooperate in processing of the CITY PROJECT.
7. To pay within 45 days of receipt, the invoice for final reconciled cost in excess of the deposit amount for the CITY PROJECT submitted by the COUNTY for services rendered in accordance with this Agreement, subject to City Council approval if applicable.
8. The City agrees that it shall be legally obligated to pay the full cost of the CITY PROJECT, including any costs associated with change orders reasonably necessary to complete the project, and that this liability shall not be reduced, excused or defended on the basis of the failure or refusal of the City Council to approve an amendment to this Agreement or budget necessary funds to pay the liability.
9. City agrees that the COUNTY shall not be liable to the CITY for any cost increases or liabilities resulting from any alleged errors or omissions in site investigation, utility coordination, engineering review, or other activities associated with, use in, and including the PSE for the CITY PROJECT and that the COUNTY makes no representations or warranties regarding quality of work or materials for the CITY PROJECT. CITY is a third-party beneficiary of the CITY PROJECT work to be included in the COUNTY contract per Section 1 and the COUNTY agrees to assign any warranties or other contractual rights it may have to the CITY for the CITY PROJECT portion of the work.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost to CITY to complete PS&E documents, construction, including construction survey, inspection and a material testing for CITY PROJECT, including soft costs and contingency, is estimated to be, two hundred and eighty-eight thousand, five hundred and eighteen dollars and eighteen cents (\$288,516.18) as detailed in "Exhibit B".
2. COUNTY shall not be obligated to commence construction of the CITY PROJECT until after receipt of the CITY's deposit as required in Section 2.
3. During any portion of the CITY PROJECT, if a cost overrun exceeding ten percent (10%) of the COUNTY Construction Cost Estimate is identified, the COUNTY and CITY shall endeavor to agree

upon a course of action in a timely manner to avoid construction delay, contractor mobilization or similar costs.

4. Construction by the COUNTY of improvements referred to herein which lie within CITY rights of way shall not be commenced until a Public Right-of-Way Permit to the COUNTY, or COUNTY's contractor, authorizing such work has been issued by the CITY.
5. Parties shall obtain and/or cause any agent, subcontractor or other representative of that Party to maintain insurance at its own cost and expense and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such Party hereunder. The COUNTY shall ensure that any contractor or subcontractors working on the CITY PROJECT will name City of Escondido, its respective elected officials, officers, employees, agents, and representatives as additional insureds under all policies of insurance, and that additional insured certificates be provided to the CITY as specifically set forth in "Exhibit D," City of Escondido Insurance Requirements. The COUNTY shall also ensure that any contractor or subcontractor working on the CITY PROJECT will agree to defend and indemnify City of Escondido, its respective elected officials, officers, employees, agents, and representatives against any claims arising out of the CITY PROJECT, with the exception of claims arising out of the CITY'S sole negligence or willful misconduct. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside, and no further agreement will be necessary to transfer ownership. The COUNTY shall have no liability for any claims within the scope of insurance provided by the COUNTY's contractor, and any insurance or self-insurance maintained by the COUNTY shall not be obligated for any such insured claims.
6. Upon completion and acceptance of the CITY PROJECT, the CITY shall be responsible for the ongoing maintenance of all improvements constructed within CITY jurisdiction. The COUNTY shall be responsible for the maintenance of improvements constructed within COUNTY jurisdiction as part of the COUNTY PROJECT. The CITY shall assume maintenance responsibility for the CITY PROJECT upon receipt of a Notice of Completion of the Construction Contract from the COUNTY.
7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties and no oral understanding or agreement not incorporated herein shall be binding on each party hereto.
8. In the event that either party defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the other party shall have the option to terminate this Agreement for default. Termination by CITY for default after the award of a construction contract shall not excuse CITY from paying for the CITY PROJECT work completed prior to termination. If the COUNTY's contractor has the legal right to complete work per the awarded contract, the CITY's termination for default shall not excuse the CITY from liability to the contractor for completion or damages for failure to allow completion of the CITY PROJECT.
9. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
10. This Agreement is to be construed in accordance with the laws of the State of California.

11. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other party.
12. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
13. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the party that prepared it in its final form.
14. Any waiver by the COUNTY or CITY of any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of the COUNTY or CITY to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping the COUNTY or CITY from enforcing this Agreement.
15. This Agreement and the Exhibits herein contain the entire agreement between the PARTIES, and are intended by the PARTIES to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.
16. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
17. The CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to the CITY PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the CITY PROJECT.
18. The CITY PROJECT shall be awarded and completed in conformity with all applicable federal, State, and COUNTY laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. The COUNTY as the Party responsible for overseeing the contract work shall ensure compliance with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation. In addition to any applicable federal or State laws, rules, or regulations, the COUNTY shall comply with CITY requirements imposed for access to CITY right-of-way and design requirements included in the PSE at the request of the CITY.
19. Any party may propose amendments to this Agreement by providing written notice of such amendments to the other party. This Agreement may only be amended by a written amendment signed by each party's administrator.
20. This Agreement only applies to the CITY PROJECT described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this Agreement.

21. This Agreement shall become effective on the date all of the parties have signed this Agreement and be in force until the latter of two years from the execution date or the completion and final payment by CITY for CITY PROJECT.
22. The COUNTY or CITY may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time prior to the award of a construction contract for the CITY PROJECT by the COUNTY.
23. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
24. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the Parties may designate:

COUNTY:

County of San Diego, Department of Public Works
Attn: Samir Nuhaily, Deputy Director of Public Works
5510 Overland Ave, Suite 370
San Diego, CA 92123
Phone: (619) 507-7754

CITY:

Escondido
Jonathan Schauble, City Engineer
201 N Broadway
Escondido, CA 92025

Attachments:

1. EXHIBIT A – PROJECT MAP
2. EXHIBIT B – CITY ESTIMATED PROJECT COSTS
3. EXHIBIT C – AGREEMENT DESIGNATING THE COUNTY OF SAN DIEGO AS THE LEAD AGENCY FOR PROJECT
4. EXHIBIT D – CITY OF ESCONDIDO INSURANCE REQUIREMENTS

IN WITNESS WHEREOF, this Agreement is executed by the City of Escondido and the County of San Diego, acting by and through their authorized officers.

COUNTY OF SAN DIEGO

CITY OF ESCONDIDO

BY: _____
ANDREW POTTER
Executive Officer/ Clerk of the Board of Supervisors
DATE: _____

BY: _____
DANE WHITE
Mayor
DATE: _____

Approved as to form this ____ day of
_____, 2025.

BY: _____
THOMAS BOSWORTH
County Counsel

Approved as to form this ____ day of
_____, 2025.

MICHAEL R. MCGUINNESS , City Attorney

BY: _____
City Attorney

County DPW Resurfacing Exhibit Montiel Rd

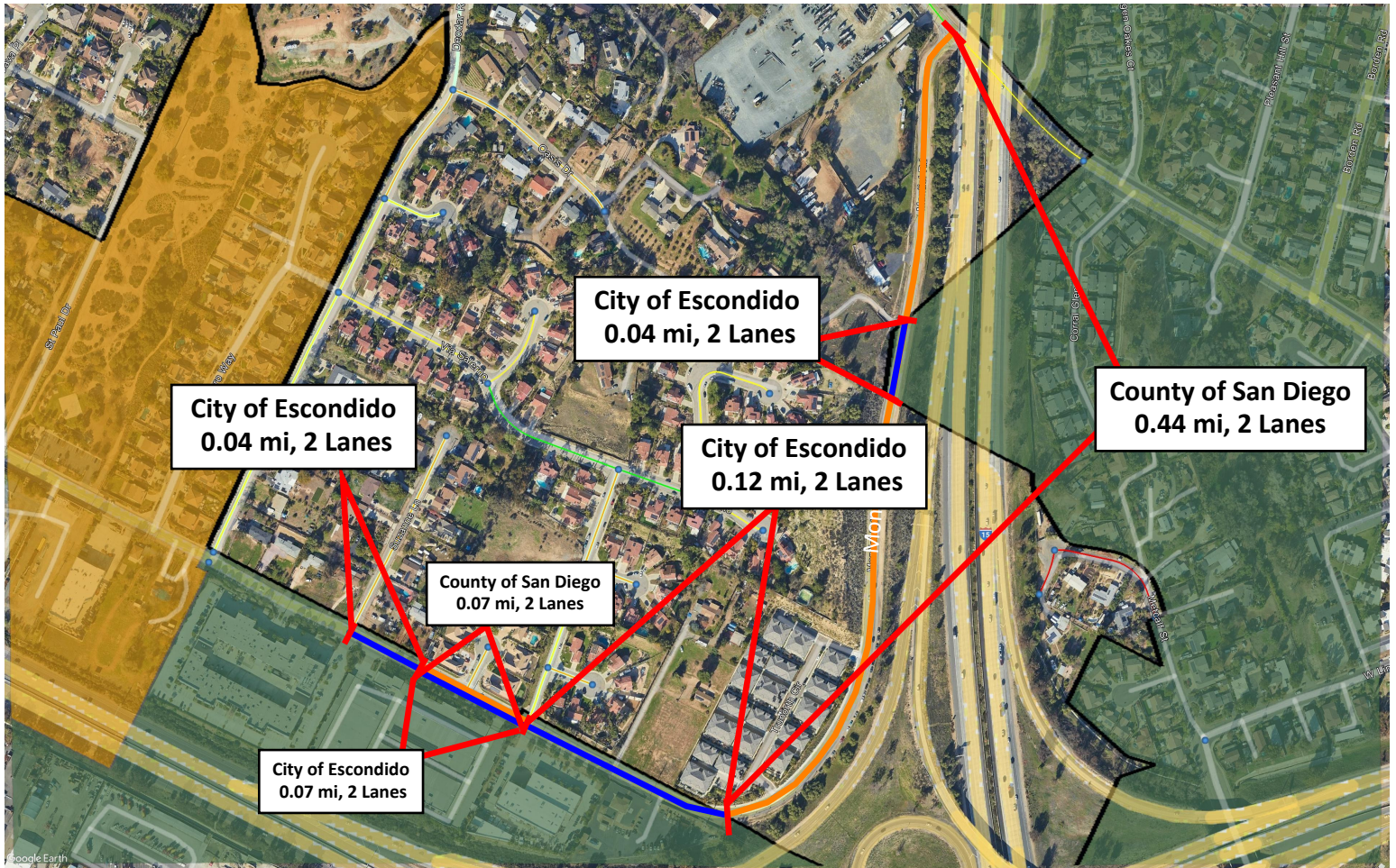


Exhibit B

Item 7.

SUPERVISORIAL DISTRICT 5										
County Planning Group	Road Name	FROM	TO	# LANES	Area (SY)	Treatment	PCI	Est Construction Cost	Est Total Cost (Const + 28% Soft Cost)	City Length (MI)
NORTH COUNTY METRO (ISL)	MONTIEL RD	SUZANNE LN	105 FT W/O TRUNORTH CIR	1 to 2	4,635	2" Mill/Inlay	18	\$185,765	\$237,779.61	0.24
NORTH COUNTY METRO (ISL)	MONTIEL RD	ESCONDIDO CITY ENTER	ESCONDIDO CITY LEAVE	2	989	2" Mill/Inlay	18	\$39,638	\$50,736.58	0.05
				2	5,624			\$225,403.27	\$288,516.18	0.29

Mill Inlay						
No.	Code	Item Description	Qty	Unit	Cost	Total
1		Prepare Water Pollution Control Program	1	LS	\$2,000	\$2,000
2		Construction Site Management	1	LS	\$10,000	\$10,000
3		Plane Asphalt Concrete Pavement (Full Width)	5,624	SY	\$4.75	\$26,714
4		Replace Asphalt Concrete Surfacing	94	CY	\$275	\$25,777
5		Tack Coat	2.1	TON	\$800	\$1,644
6		HMA Type A	812	TON	\$145	\$117,701
7		Pavement Delineation	1	LS	\$2,000.00	\$2,000
8		Field Orders	1	DLR	\$2,000	\$2,000
Base Subtotal						\$187,836
Contingency (20%)						\$37,567
Base Total						\$225,403

\$40.08

EXHIBIT C

AGREEMENT DESIGNATING THE COUNTY OF SAN DIEGO AS THE LEAD AGENCY FOR PROJECT

This Agreement is made between the County of San Diego (County) and City of Escondido (City) under Title 14 California Code of Regulations 15051(d), designating the County as the lead agency under the California Environmental Quality Act (CEQA) for the City Project.

WHEREAS, the County and City desire the County to carry out the City Project pursuant to Montiel Road Resurfacing project;

WHEREAS, the City currently has jurisdiction over a portion of the roadway where the City Project is located, and the City will fund one hundred percent (100%) of the City Project;

WHEREAS, both parties are public agencies that may each carry out or approve portions of the project, and both may have substantial claim to act as lead agency under CEQA;

NOW THEREFORE, the parties agree that the County will act as the CEQA lead agency for the environmental review of the project and will have all discretion to fulfill the obligations of a CEQA lead agency with respect to the project.

IN WITNESS WHEREOF, this Agreement is executed by the City of Escondido and the County of San Diego, acting by and through their authorized officers.

COUNTY OF SAN DIEGO

Escondido

BY: _____
ANDREW POTTER
Executive Officer/ Clerk of the Board of Supervisors
DATE: _____

BY: _____
DANE WHITE
Mayor
DATE: _____

Approved as to form this ____ day of
_____, 2025.

BY: _____
THOMAS BOSWORTH
County Counsel

Approved as to form this ____ day of
_____, 2025.

MICHAEL MCGUINNESS
City Attorney

Exhibit D

INSURANCE REQUIREMENTS

The Parties shall obtain and cause any agent, subcontractor, or other representative providing work for or in relation to the Project to maintain insurance at its own cost and expense and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such Party hereunder. Insurance required by this Agreement shall meet the following requirements:

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

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

- (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under CONTRACTOR's control and engaged in the Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

- (3) *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
- (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A:-VII, or as approved by the CITY.
- (3) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.

- (4) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (5) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
- (6) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
- (7) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.
- (8) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.

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

- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements within this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.
- f. *Compliance.* Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of this Agreement, including, without limitation, the obligation to defend and indemnify the 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.



STAFF REPORT

September 17, 2025

File Number 1320-65

SUBJECT

WASTEWATER BILLING ADJUSTMENT TO CORRECT ERRONEOUS BILLING

DEPARTMENT

City Manager

RECOMMENDATION

Staff requests that the City Council receive a presentation from Staff detailing: the nature of certain utility billing errors impacting customers of the Wastewater Fund, leading to some customers being overbilled for service while other customers were underbilled; the recommended measures for correcting these errors and ensuring that they do not recur; and the communication plan developed to inform wastewater customers. Staff requests that the City Council provide direction concerning the proposed methods of correcting the errors described in this report on future utility bills. Staff has provided two alternative Resolutions for City Council's consideration.

Overbilling since Spring 2024 impacted 12,879 customers of the Wastewater Fund. The total amount overbilled is approximately \$2.5 million. **All customers who were overbilled will be refunded via bill credits through billing cycles in October and November.**

Underbilling since Spring 2024 impacted 10,449 customers of the Wastewater Fund. The total amount underbilled is approximately \$2.95 million. Staff requests direction from the City Council concerning collection missing Wastewater Fund revenue from customers who were underbilled. The City Council has three primary options:

1. Forego **all** unbilled funds by adopting Resolution No. 2025-111 (Option 1), stipulating that the City **will not** collect funds previously underbilled;
2. Collect a portion of unbilled funds by adopting Resolution No. 2025-111 (Option 2), stipulating a percentage of the total underbilled amount to be collected, or the number of past months of underbilling to be collected; or
3. Collect all funds previously underbilled, in which case no resolution is necessary but clear direction should be given to Staff.

If Option 2 or 3 is selected, the City Council should also give direction to Staff concerning the monthly amount to be collected from each customer to recover the underbilled funds until all underbilled funds are collected. Possible scenarios for back-billing are described in the "Background" section of this report under the heading "Proposed Scenarios for the Timing and Amount of Customer Back-Billing".

Staff Recommendation: Provide Direction (City Manager: Christopher McKinney, Deputy City Manager)



CITY of ESCONDIDO

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Presenter: Christopher McKinney, Deputy City Manager

FISCAL ANALYSIS

This section will address the financial impact of errors in the City's utility billing system since Spring 2024. More information detailing the methods used to calculate wastewater bills, the causes of these billing errors, and the proposed plan for correcting them will be provided in the "Background" section of this staff report.

The Wastewater Fund is one of the City's two Utility Enterprise Funds, the other being the Water Fund. While the City's General Fund receives funding primarily through sales taxes and property taxes, the Water and Wastewater Funds are funded primarily through charges and fees billed to customers for the services provided by the Utilities Department. The utility rates used to calculate a customer's bill are set by the City Council via a process that must be conducted in accordance with California Proposition 218, which stipulates that charges and fees collected must align with the cost of providing service. The cost of providing service includes day-to-day operating costs as well as cost associated with the Capital Improvement Program ("CIP"). The CIP includes projects that build new utility infrastructure, and projects that maintain and upgrade existing infrastructure. In a given year, revenue in excess of that needed to fund the day-to-day operation may be appropriately collected as long as the excess revenue is used to fund future CIP projects.

The wastewater billing errors detailed throughout this report have financial impacts on the Wastewater Funds because funds collected due to overbilling must be refunded to customers, and revenue not collected due to underbilling would result in missing funds needed to properly operate, maintain, and expand the wastewater system via the CIP.

The total amount overbilled to customers is approximately **\$2.5 million**. This amount will be refunded to customers, but these refunds will not negatively impact the Wastewater Fund for two main reasons: (1) these are not funds that the City was entitled to collect in the first place, and (2) the rates approved by the City Council were not designed to collect this revenue so the Wastewater Fund budget did not assume it as revenue. On the other hand, revenue that is not collected from underbilled customers (pending the City Council's decision) is money that the Wastewater Fund should have collected under the approved rate structure. If this money is not collected, the Wastewater Fund revenue will likely fall short of the amount projected during the budget process. Depending on the City Council's decision whether to collect any or all of this missing revenue, the fiscal impact could be as much as \$2.95 million. Any decision to back-bill customers by the City Council will reduce this amount, with the final figure depending on what fraction of the underbilled revenue is back-billed.



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Since Spring 2024, the utility billing system has erroneously used – for the purpose of calculating wastewater bills – customer drinking water use from the period December 2023 through March 2024 (“Winter Water Use Period 2023-2024”) rather than the period December 2022 through March 2023 (“Winter Water Use Period 2022-2023”). This error impacted the calculation of all Escondido wastewater customers’ bills, resulting in approximately 12,879 customers being overbilled since Spring 2024 and approximately 10,449 being underbilled. The total amount erroneously over-charged to customers who were overbilled is approximately \$2.5 million, and the total amount erroneously under-charged to customers who were underbilled is approximately \$2.95million. The average amount over-charged per residential customer is \$9.31 per unit per month (single family residence, mobile home, or multi-family unit), with a maximum overcharge of \$89.80 per month. The average amount under-charged per residential customer is \$11.13 per unit per month (single family residence, mobile home, or multi-family unit), with a maximum undercharge of \$89.80 per month.

City staff will begin processing refunds in October 2025, via credits to customer accounts, for all amounts over-billed as described since Spring 2024. If the City Council chooses to back-bill customers to collect underbilled funds, Staff recommend that back-billing commence in January 2026.

Customers who were erroneously underbilled will be correctly billed beginning in October 2025, resulting in an increase in the amount of their monthly wastewater bills. These new amounts will reflect the utility billing rates adopted by the City Council in October 2023 and are the amounts these customers would have been charged throughout the last 18 months had the billing errors not occurred. The only wastewater rate increases that have occurred since the October 2023 Rate Hearing were the initial rate adjustment on January 1, 2024 and the annual increase that took effect on July 1, 2024. Another annual increase was due to take effect on July 1, 2025, but was postponed while the billing error was investigated. The annual increase which should have been implemented on July 1, 2025 will instead take effect beginning in October 2025.

PREVIOUS ACTION

On October 18, 2023, the City Council held a Utility Rate Hearing per the requirements of California Proposition 218. At that hearing, the City Council adopted Resolution 2023-131, specifying new water and wastewater utility rates for the five-year period from 2024 to 2028. These newly adopted rates included some changes that are relevant to the errors described in this report and are detailed in the “Background” section.

BACKGROUND

Calculation of Escondido Wastewater Bills – Prior to the 2023 Utility Rate Hearing

Most Escondido wastewater customers are billed monthly for the service provided by the City, along with drinking water and trash collection services provided by the City and Escondido Disposal Services,



CITY of ESCONDIDO

STAFF REPORT

respectively. All charges are reflected on a single bill. There are some Customers who receive their drinking water services from Rincon del Diablo and wastewater services from the City of Escondido. Because Rincon del Diablo charges every other month, the wastewater bills for these customers are charged every other month.

Wastewater services are billed as two components: (1) a fixed monthly charge that is independent of wastewater flow and (2) a variable charge that is based on the *estimated* wastewater flow contributed by a customer to the wastewater collection system. The total monthly charge is the sum of the fixed and variable components of the wastewater charge. Wastewater flow must be estimated rather than metered, as with drinking water, for several reasons. Among these reasons are that:

- Unlike the drinking water system, the wastewater system is - for the most part – unpressurized, so meters similar to drinking water meters are not feasible; and
- The quality, content, and variability of wastewater flows, which includes significant amounts of undissolved material in the customer’s sewer lateral, makes current metering technology costly and inaccurate.

The challenges of accurate metering of wastewater flow have led to development of industry-standard methods of estimating wastewater flow based on a customer’s use of drinking water. Escondido uses a customer’s drinking water use during the “Winter Water Use Period”, which runs from December through March. For example, the period from December 1, 2022 through March 31, 2023 is called the “Winter Water Use Period 2022-2023”. The winter period has been historically used because this is typically the period when most of Escondido’s rainfall occurs, meaning that irrigation is minimized. This is important to the calculation of wastewater charges because the City’s goal is to minimize a customer’s irrigation water use in the calculation of wastewater charges because irrigation water does not contribute to wastewater flow.

Drinking water use during the winter period is used to calculate average daily wastewater use for the entire year. Prior to 2024, an additional factor – called the “Return Factor” – was applied to a residential customers’ water use to account for irrigation water use during the intermittent dry periods during the typically wetter winter months. Based on historical analysis of Escondido’s water use and irrigation patterns, the Return Factor was set at 0.8, meaning that only 80 percent (%) of a residential customer’s actual winter water use was used to calculate wastewater charges because only 80 percent (%) of the drinking water used by a customer was expected to be returned to the sewer system.

Every winter, a customer’s winter water use would be determined using the above methods. In the Spring of each year, the previous winter’s water use would be used to calculate wastewater charges from that Spring until the following Spring. The next Spring, a new set of winter water use data would be available, and bills would be calculated using this data. A customer’s wastewater bill would remain constant through a given year, except for two adjustments: one in the spring when the Winter Water Use Period was updated and again on July 1 with the annual rate increase adopted by the City Council in 2023. This



CITY of ESCONDIDO

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annual cycle (i.e. measuring winter water use and applying it to the wastewater charges beginning the following Spring) was programmed to occur automatically in the City's utility billing system.

Eliminating the Return Factor Based on Winter Water Use Period

During the Rate Setting Process in 2023, the Rate Study examined these methods for estimating wastewater flow. As previously described, the estimates included two steps: (1) measuring winter water use and (2) applying the Return Factor to account for winter irrigation that may be necessary in spite of increased rainfall. The Rate Study identified an opportunity presented by the historic rainfall amounts during the Winter Water Use Period 2022-2023; that is, the rainfall during that period was so significant and constant that the City could reasonably assume that no irrigation occurred during that period. During Winter Water Use Period 2022-2023 Escondido had 24 inches of rainfall (compared to an average of 8.97 inches between Winters 2011-2012 to 2021-2022). Thus, the assumption was made that all water use measured by a customer's water meter would return to the wastewater system in one way or another. This allowed for setting the Return Factor to 1, effectively removing a step in the process of estimating winter wastewater use. The Rate Study recommended, and the City Council adopted as part of the approved rates, to set the Return Factor = 1, and to use data from the Winter Water Use Period 2022-2023 to set wastewater rates throughout the five-year period of the adopted rates (through 2028). Measuring winter water use and applying it to the wastewater charges would no longer be updated on an annual basis. The primary aim of this change was to benefit residential wastewater customers by simplifying the calculation of wastewater bills and reducing the variability of wastewater charges over time.

The First Billing Error: Billing System Incorrectly Continued with Annual Winter Water Use Updates

In October 2023, the City Council adopted rates stipulating that the Winter Water Use Period 2022-2023 was to be used for calculating wastewater charges through 2028, as described above. However, City staff failed to notify the software consultant retained to maintain the utility billing system, so the system incorrectly continued updating winter use as it had previously always done every Spring.

This error had no impact when the adopted rates took effect in January 2024 because the system was already correctly using the Winter Water Use Period 2022-2023. This would have been correct through Spring 2024 whether or not changes to the method of calculating bills had been changed in October 2023. Beginning in Spring 2024, the billing should have continued using the Winter Water Use Period 2022-2023 (in fact, it should continue doing so through 2028), but the billing software had not been properly reprogrammed. The system instead followed its original programming and started using the Winter Water Use Period 2023-2024. This error led to the overbilling of some customers and the underbilling of others, as described in the "Fiscal Analysis" section. This error was discovered by staff while investigating concerns expressed by a wastewater customer about the calculation of his wastewater bill.

The Second Billing Error: Customers with No Winter Water Use Data



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While investigating the first billing error, staff discovered another problem with the calculation of residential wastewater bills, specifically that 80 customers had no water use during Winter Water Use Period 2022-2023.

Correcting the Wastewater Billing Errors: Proposed Pathway for City Council Consideration

The first step toward correcting these errors is to properly reprogram the utility billing system so that it uses the Winter Water Use Period 2022-2023 for calculating wastewater bills and does not update the winter water use period again, unless and until the City Council authorizes a different method at a future, properly-noticed Rate Hearing. Staff recommend this change be implemented as soon as possible, during the utility billing cycles in October 2025. Staff also recommend that this change be in effect for all wastewater customers with one important exception: *residential wastewater customers for whom this change would increase monthly wastewater charges by \$30 per month or more per unit (approximately 1,000 customers out of approximately 24,500) will be temporarily exempted.*

The temporary exemption of customers with projected bill increases of \$30 per month per unit or more is recommended with following justifications and clarifications:

- The vast majority of customers whose bills are projected to increase less than \$30 per month per unit are those that have been incorrectly underbilled, so these accounts should be correctly billed as soon as possible to ensure needed revenue for the Wastewater Enterprise Fund is collected;
- The temporary exemption will allow for staff to work on this much smaller subset of about 1,000 accounts to determine the cause of the unusually large projected monthly increase, and then remove the exemption from each account once the cause is identified and corrected, as necessary;
- The \$30-per-month threshold was set because it balances the size of the projected increase (\$1 per day) with a number of accounts that can be reasonably analyzed quickly by staff; and
- Customers who have been overbilled will not be included in this temporary exemption, and their bills should be corrected and their credits for past overbilling applied as soon as possible.

It should be noted staff have already begun working on the customer accounts with projected bill increases of more than \$30 per month per unit or more. Staff have also begun work in the billing system's test environment to confirm that the corrections will function as anticipated. Finally, it is quite possible that problems identified with these temporarily exempted accounts will also impact accounts with much smaller projected increases, albeit to a much lesser degree. Staff will correct *ALL* accounts, as necessary, as these problems are identified.

Proposed Methods to Correct Errors Caused by No Winter Water Use Data and Drinking Water Leaks

Staff have identified proposed solutions for some customer accounts that reflect no winter water use data. 13 of these accounts were opened during the Winter Water Use Period 2022-2023, with the



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remaining 67 opened between the Winter Water Use Period 2022-2023 and the Winter Water Use Period 2023-2024. There are two recommended solutions to this problem. These customers' winter water use could be set at the City average winter water use, presently 5.85 kgal (where kgal represents 1,000 gallons), or winter water use could be set at each customer's actual winter water use for the first complete winter period that the account was open. Staff recommend choosing whichever option, on a customer-by-customer basis, will result in the lower wastewater charge. For example, consider the two customers illustrated in the table on the following page. Both customers opened their accounts in July 2024. Customer #1 used an average of 9 kgal per month during the Winter Water Use Period 2024-2025, while Customer #2 used an average of 4 kgal per month during the same period. Since 9 kgal > 5.85 kgal, Customer #1 would be assigned winter water use of 5.85 kgal (the City average) for calculating their wastewater bills. Similarly, since 5.85 kgal > 4 kgal, Customer #2 would be assigned winter water use of 4 kgal for calculating their wastewater bills.

	Average for Winter Water Use Period 2024-2025		City Average
Customer 1	9	>	5.85
Customer 2	4	<	5.85

For customers that experienced and repaired a confirmed water leak during the winter water use period, the high metered water use would result in water use of 10 kgal being recorded in the month that the leak occurred (water use is capped at 10 kgal per month for single family residences and capped at 8 kgal per month, per unit for multi-family and mobile homes for the purpose of calculating wastewater charges). For these customers, there are again two options for replacing this high water use to avoid penalizing the customer for a water leak on their wastewater bill. One option is to replace the high water use in the month of the leak with the City average water use (i.e. replace 10 kgal with 5.85 kgal). Another is to replace the high water use in the month of the leak with the customer's average water use in the other three months of the winter water use period. As before, staff recommend choosing whichever option, on a customer-by-customer basis, will result in the lower wastewater charge. For example, consider the two customers illustrated in the table below. Both customers had a leak of more than 10 kgal in January, so both customers' water use for calculating wastewater bills in that month is 10 kgal. Customer #3 used an average of 7 kgal per month during the other three months of the winter water use period, while Customer #4 used an average of 3 kgal per month during the same period. Since 7 kgal > 5.85 kgal, Customer #3 would be assigned winter water use for January only of 5.85 kgal, and since 5.85 kgal > 3 kgal, Customer #4 would be assigned winter water use of 3 kgal for January. After the corrections



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are made for each customer to their January data, the average winter water use can be calculated normally using the three months of actual data and the single month of corrected data.

	December	January	February	March	Average of non-leak months		City Average
Customer 3	8	10 5.85	6	7	7	>	5.85
Customer 4	3	10 3	4	2	3	<	5.85

In all cases, staff recommend – when more than one reasonable method of correcting the data exists – that the City use the method that will result in the lower wastewater bill for each individual customer.

Proposed Scenarios for the Timing and Amount of Customer Back-Billing

The City, per California law, can back-bill customers for amounts erroneously underbilled in the last four years. Since the errors described in this report have occurred since January and Spring 2024, all underbilling may be collected from customers. Choosing to collect 14 months in arrears (since Spring 2024) would result in 100 percent (%) recovery of underbilled amount caused by the incorrectly continuing with annual winter water use updates, which is the majority of the underbilled amount. The City has the option to collect fewer than 14 months in arrears. Additionally, if the City Council chooses to back-bill customers, a grace period is recommended before back-billing begins. Staff recommend that bills correcting the errors on future bills begin as soon as possible, but that back-billed amounts be delayed until January 2026.

Once back-billing commences, Staff recommend that an additional monthly charge of \$25 per residential unit will be added to each bill until the customer's previously unbilled amount is paid. There are 10,449 customers who would be back-billed. For example, a customer owing \$200 in back-billed amounts would be charged an additional \$25 per month for 8 months. In this scenario, customers will have the option to discuss an alternate payment plan that alters the monthly amount to be back-billed or to pay their debt in full, with these discussions taking place with the City's Utility Billing Staff during the back-billing grace period.



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The table on the following page illustrates the impact of correcting billing errors and back-billing to collect under-billed amounts for a typical wastewater customer. This sample customer's current *incorrect* bill amount for wastewater service is \$30 per month (1st column), and this customer's total underbilled amount is \$210. To correct the billing errors into the future, this customer's monthly bill will increase \$15, to a total of \$45 (2nd column), which will be charged every month through December 2025 because back-billing will not begin until January 2026. Beginning in January 2026, the standard monthly charge to implement back-billing of \$25 will be applied, increasing the monthly bill to \$70 through August 2026 (3rd column). Since this sample customer was to be back billed \$210 in total, after eight months of back-billing the customer would owe only \$10 more. Thus, the bill for September 2026 would decrease to \$55 (4th column). Beginning in October 2026, with all underbilled amounts paid, this customer's monthly bill for wastewater service would revert to the new, correct amount of \$45 (5th column).

Current Bill Amount: \$20 per month

Monthly increase to correct underbilling: \$15

Monthly charge to recover underbilling: \$25

Total Debt: \$210

Bill Now (Incorrect)	Corrected Bill: Sep – Dec 2025	Corrected Bill with underbilling recovery charge: Jan – Aug 2026	Corrected Bill with final underbilling recovery charge: Sep 2026	Corrected Bill: Oct 2026 – Dec 2028
	\$30 <u>+\$15</u>	\$30 +\$15 <u>+\$25</u>	\$30 +\$15 <u>+\$10</u>	\$30 <u>+\$15</u>
\$30	\$45	\$70	\$55	\$45

It is important to note that each customer will owe a different amount to the City to be back-billed. Customers will pay the \$25 monthly back-billing charge for different periods depending on the total amount owed, so the information presented in the table is for illustrative purposes only and does not reflect the billing for any particular customer.

RESOLUTIONS

- a) Resolution No. 2025-111 (Option 1)
- b) Resolution No. 2025-111 (Option 2)

RESOLUTION NO. 2025-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, FOREGOING COLLECTION OF AMOUNTS UNDERBILLED TO CUSTOMERS OF THE WASTEWATER ENTERPRISE FUND DUE TO CERTAIN BILLING ERRORS BETWEEN JANUARY 2024 AND AUGUST 2025

WHEREAS, the City of Escondido provides wastewater collection and treatment services to customers predominantly within the City; and

WHEREAS, the cost of providing such wastewater collection and treatment services is funded via the Wastewater Enterprise Fund through collection of service charges from customers; and

WHEREAS, these charges are set at an amount as prescribed by California Proposition 218, which includes requirements for holding a duly noticed public hearing concerning the proposed charges; and

WHEREAS, at a Public Hearing on October 18, 2023, the City Council adopted Resolution No. 2023-131, setting wastewater rates with rate increases to take effect on January 1, 2024, and again each year on July 1 through 2028; and

WHEREAS, these new wastewater rates introduced a new method for estimating residential wastewater flows; and

WHEREAS, these new methods were not accurately reflected in the City's utility billing system, leading to erroneous billing to nearly all residential wastewater customers, with about half being overbilled and about half being underbilled, beginning in Spring 2024; and

WHEREAS, while investigating this billing error, City staff also discovered a data error in the billing system reflecting erroneous winter water use for 80 customers, with 77 being underbilled since January 2024; and

WHEREAS, these billing errors resulted in uncollected revenue amounting to \$2,951,513 through August 30, 2025.

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 of Escondido will forego any attempt to collect missing revenue from customers whose total wastewater bills reflected a net underbilling during the period from January 2024 through September 2025.
3. That foregoing such collection will result in uncollected revenue amounting to \$2,951,513.

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WHEREAS, these billing errors resulted in uncollected revenue amounting to \$2,951,513 through August 30, 2025.

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 of Escondido will collect revenue that was not collected due to erroneous underbilling since [INSERT MONTH].

OR

2. That the City of Escondido will collect [INSERT PERCENTAGE] percent of the missing revenue from each customer whose total wastewater bills reflected a net underbilling.
3. That the City of Escondido will forego collection of remaining underbilled amounts not included in Part 2 above, which will result in uncollected revenue amounting to \$[INSERT AMOUNT].



STAFF REPORT

September 17, 2025
File Number 0680-20

SUBJECT

RESOLUTION IN OPPOSITION TO PROPOSITION 50

DEPARTMENT

City Council

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-116 formally taking a position of opposition to Proposition 50 on the November 2025 Ballot.

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

Presenter: Dane White, Mayor

ESSENTIAL SERVICE – No

COUNCIL PRIORITY –

FISCAL ANALYSIS

None

PREVIOUS ACTION

On August 27, 2025, Mayor White placed a Resolution in opposition to Proposition 50 on the Future Agenda.

BACKGROUND

California's current redistricting system was established through voter-approved reforms designed to create a more transparent and independent process. The California Citizens Redistricting Commission, comprised of citizens rather than elected officials, is responsible for drawing congressional district boundaries following each decennial census. This system includes specific safeguards intended to:

- Maintain communities of interest
- Keep cities and counties intact when possible
- Ensure geographic contiguity
- Respect existing neighborhood and community boundaries



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- Operate with transparency and public input

Proposition 50 would fundamentally alter this framework by:

- Transferring congressional redistricting authority from the Citizens Redistricting Commission to the State Legislature
- Removing existing protections for maintaining community integrity in district boundaries
- Potentially allowing for the division of cities and counties across multiple congressional districts

The proposed changes under Proposition 50 present several concerns for local municipalities:

Community Representation: Current safeguards help ensure that cities like Escondido maintain unified representation in Congress. Proposition 50's approach could result in the City being divided among multiple congressional districts, potentially diluting local voice and influence at the federal level.

Legislative Oversight: Returning redistricting authority to the Legislature raises questions about potential partisan influence in the map-drawing process, moving away from the independent, citizen-led approach currently in place.

Transparency and Public Trust: The existing Citizens Redistricting Commission operates with extensive public input requirements and transparency measures. A legislative-controlled process may not maintain the same level of public accessibility and oversight.

The City of Escondido has a vested interest in maintaining effective representation in Congress to advocate for local priorities including infrastructure funding, environmental issues, economic development, and other federal matters that impact the community. Unified congressional representation helps ensure that Escondido's voice is heard clearly on these important issues.

It is recommended that the City Council consider the information provided in this report and the specific provisions outlined in Resolution No. 2025-116. The Resolution reflects concerns about maintaining the integrity of the current independent redistricting process and preserving unified community representation in Congress.

RESOLUTIONS

- a) Resolution No. 2025-116

RESOLUTION NO. 2025-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, ADOPTING A POSITION OF
OPPOSITION TO PROPOSITION 50 ON THE NOVEMBER
2025 BALLOT

WHEREAS, Proposition 50, appearing on the November 2025 California ballot, proposes to amend the California Constitution to alter the process for drawing congressional districts; and

WHEREAS, the current process, established by voters, assigns the responsibility for drawing congressional districts to the independent California Citizens Redistricting Commission, designed to operate in a non-partisan manner; and

WHEREAS, Proposition 50 would transfer the authority to draw congressional districts from the California Citizens Redistricting Commission to the State Legislature; and

WHEREAS, the independent California Citizens Redistricting Commission was created to ensure fair and impartial district boundaries, including safeguards to keep cities, counties, and local communities together; and

WHEREAS, Proposition 50 would remove existing safeguards intended to maintain the integrity of local communities in the redistricting process; and

WHEREAS, Proposition 50 proposes dividing communities, forcing some cities and counties to be split among multiple congressional districts under the measure's new maps and diminishing their voice in Congress; and

WHEREAS, the City Council of the City of Escondido recognizes the importance of maintaining a transparent and independent redistricting process to uphold public trust in electoral systems; and

WHEREAS, the City Council of the City of Escondido believes that Proposition 50 undermines the voter-approved framework for fair redistricting in California.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California hereby adopts an official position of opposition to Proposition 50 on the November 2025 ballot.



STAFF REPORT

September 17, 2025

File Number 0610-55

SUBJECT

DESIGNATION OF VOTING DELEGATE – LEAGUE OF CALIFORNIA CITIES CONFERENCE

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council designate the Voting Delegate and up to two alternates for the 2025 League of California Cities Annual Conference in Long Beach, California.

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

Presenter: Zack Beck, City Clerk

ESSENTIAL SERVICE –No

COUNCIL PRIORITY –

FISCAL ANALYSIS

Costs to attend this conference are included in the City Council's Training / Meeting budget.

PREVIOUS ACTION

None

BACKGROUND

The Conference is scheduled October 8-10, 2025 in Long Beach, California. At the Annual Business Meeting the League membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. The City Council may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve. Attached to this Staff Report is the Voting Delegate Form.

ATTACHMENTS

- a) Attachment "1" - 2025 Voting Delegate Packet

Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 8, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 9, 7:30 a.m.-4:00 p.m. On Friday, Oct. 10, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



STAFF REPORT

September 17, 2025

File Number 0120-10

SUBJECT

TRANSPORTATION AND COMMUNITY SAFETY COMMISSION APPOINTMENT

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council ratify the Mayor's nomination of David Cazares to fill an unscheduled vacancy on the Transportation and Community Safety Commission.

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

Presenter: Zack Beck, City Clerk

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

COUNCIL PRIORITY – Eliminate Structural Deficit; Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido; Encourage Housing Development

FISCAL ANALYSIS

None

PREVIOUS ACTION

None

BACKGROUND

On August 7, 2025, Commissioner Bill Durney resigned from the Transportation and Community Safety Commission. The term for this seat is scheduled to expire on March 31, 2026.

Pursuant to the City's appointment procedures, the Mayor holds the authority to nominate a candidate to fill an unscheduled vacancy on the Transportation and Community Safety Commission, provided that the candidate has previously been interviewed by the City Council.



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In May 2025, the City Council conducted interviews for scheduled vacancies on the Transportation and Community Safety Commission. As a result of that process, Austin Denman and Lori Hatley were appointed to serve. One of the additional candidates interviewed at that time was David Cazares.

Following that interview process, Mayor White has formally nominated David Cazares to fill the unscheduled vacancy created by Commissioner Durney's resignation. The Mayor now requests that the City Council ratify this nomination.



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FUTURE AGENDA

9/24/2025 - COUNCIL VISION WORKSHOP

10/1/2025

CONSENT CALENDAR - (J. GOULART) - ALLOCATION OF LIBRARY TRUST FUNDS - It is requested that the City Council approve the allocation of Library Trust Funds for use toward unfunded items as a part of the Library Infrastructure Project.

CONSENT CALENDAR - (C. MCKINNEY) – PL24-0308 – Battery Energy Storage System Update

CONSENT CALENDAR - (C. MCKINNEY) –CONSULTING SERVICES AGREEMENT WITH RICK ENGINEERING - It is requested that the City Council adopt

CONSENT CALENDAR - (J. SHOENECK) - CONSULTING SERVICES AGREEMENT JLL - Request the City Council Adopt Resolution No. 2025-119 authorizing the Mayor to execute, on behalf of the City, a Consulting Services Agreement with Jones Lang LaSalle Americas, Inc. for Real Property Consulting Services.

CONSENT CALENDAR - (K. PLUNKETT) – FISCAL YEAR 2025-26 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AND BUDGET ADJUSTMENT - Request the City Council Adopt Resolution No. 2025-120 authorizing the Escondido Police Department to accept a FY 2025-26 California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of \$462,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. The Police Department will use grant funds to pay salary and benefits for one full-time DUI traffic enforcement officer, traffic safety supplies, DUI checkpoints, saturation patrols, and traffic safety enforcement details.

CONSENT CALENDAR - (K. PLUNKETT) – FISCAL YEAR 2025-26 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT - Request the City Council Adopt Resolution No. 2025-121 authorizing the Escondido Police Department to accept a FY 2025-26 California Office of Traffic Safety (OTS) Pedestrian and Bicycle Safety Program Grant in the amount of \$25,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. The Police Department will use grant funds to pay for police officer overtime for educational programs related to bicycle and pedestrian safety, and to provide bicycle

PUBLIC HEARING - (C. MCKINNEY) - PL22-0010 - 2022 GENERAL PLAN AMENDMENT - It is requested that the City Council approve the 2022 General Plan

PUBLIC HEARING - (C. MCKINNEY) - BATTERY ENERGY STORAGE SYSTEMS (BESS) ORDINANCE

10/8/2025 - NO MEETING