



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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**WEDNESDAY, DECEMBER 11, 2024**

**3:00 PM - Closed Session (Parkview Conference Room - CANCELLED)**

**4:00 PM - Regular Session**

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

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### **WELCOME TO YOUR CITY COUNCIL MEETING**

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

#### **MAYOR**

Dane White

#### **DEPUTY MAYOR**

Christian Garcia (District 3)

#### **COUNCILMEMBERS**

Consuelo Martinez (District 1)

Joe Garcia (District 2)

Michael Morasco (District 4)

#### **CITY MANAGER**

Sean McGlynn

#### **CITY ATTORNEY**

Michael McGuinness

#### **CITY CLERK**

Zack Beck

#### **HOW TO WATCH**

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

##### **In Person**



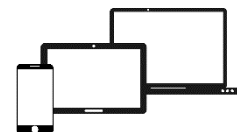
201 N. Broadway

##### **On TV**



Cox Cable Channel 19 and U-verse Channel 99

##### **Online**



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



# CITY *of* ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 11, 2024

### 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](https://escondido-ca.municodemeetings.com)

### ASSISTANCE PROVIDED

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





# CITY *of* ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 11, 2024

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### REGULAR SESSION

4:00 PM Regular Session

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#### CALL TO ORDER

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

#### PRESENTATIONS

Presentation of Colors - Escondido Police and Fire Color Guard

Moment of Reflection - City Clerk Zack Beck

Pledge of Allegiance - Councilmember Michael Morasco

National Anthem - Maya Jaimes, Tierra Caliente Academy of Art

Choir Performance - Classical Academy High School Choir

Poetry Reading

Art Dedication - Suzanne Nicolaisen

#### CLOSED SESSION REPORT

#### ORAL COMMUNICATIONS

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

#### CONSENT CALENDAR

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

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



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 11, 2024

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

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

- 389404 – 389571 dated November 26, 2024

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

**ESSENTIAL SERVICE** – Yes, Internal requirement per Municipal Code Section 10-49

**3. APPROVAL OF MINUTES: Regular Meeting Minutes of December 4, 2024**

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

**CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)**

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

**5. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A ZONE MAP AMENDMENT, AND A MASTER PLAN AND PRECISE DEVELOPMENT PERMIT FOR ADOPTION OF A PLANNED DEVELOPMENT ZONE**

Request the City Council adopt Ordinance No. 2024-16, approved December 4, 2024 with a vote of 4/1 (Martinez: No)

a) Ordinance No. 2024-16 (Second Reading and Adoption)

**CURRENT BUSINESS**

**6. CERTIFICATION OF NOVEMBER 2024 GENERAL MUNICIPAL ELECTION RESULTS**

Request the City Council adopt Resolution No. 2024-189 certifying the November 5, 2024, City of Escondido General Municipal results; adopt Ordinance No. 2024-08 establishing a local one-cent general transaction and use (sales) tax for twenty years, to be administered by the California Department of Tax and Fee Administration, including provisions for citizens' oversight and accountability; adopt Resolution No. 2024-190 authorizing examination of Sales or Transactions and Use Tax records; adopt Resolution No. 2024-191 authorizing the Mayor to execute agreements with the California Department of Tax and Fee Administration for implementation of a local Transaction and Use Tax; and approve all other documents required by the California Department of Tax and Fee Administration for implementation of the transaction and use (sales) tax.

Staff Recommendation: Approval (City Clerk: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 11, 2024

**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 Space

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

**7. PRESENTATION OF PLAQUE AND COMMENTS FROM COUNCILMEMBER MICHAEL MORASCO**

**8. OATH OF OFFICE AND COMMENTS FROM NEWLY ELECTED OFFICIALS**

**9. REVIEW AND UPDATE OF CITY COUNCIL INTERAGENCY AND SUBCOMMITTEE ASSIGNMENTS**

Request the City Council ratify members to serve on Interagency Boards and Council Subcommittees.

Staff Recommendation: Approval (City Clerk: 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

**10. APPOINTMENT OF DEPUTY MAYOR**

Per Mayor White's nomination, request the City Council appoint Councilmember Consuelo Martinez to serve as Deputy Mayor in accordance with Ordinance No. 2020-28.

Staff Recommendation: Approval (City Clerk: 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

## FUTURE AGENDA

**11. FUTURE AGENDA**

The purpose of this item is to identify issues presently known to staff or which members of the City



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 11, 2024

Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

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

### **COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS**

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

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

#### **ORAL COMMUNICATIONS**

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

#### **ADJOURNMENT**

#### **UPCOMING MEETING SCHEDULE**

Wednesday, January 8, 2025 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*  
Wednesday, January 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

December 11, 2024

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**A F F I D A V I T S**

**O F**

**I T E M**

**P O S T I N G - None**



# STAFF REPORT

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December 11, 2024  
File Number 0400-40

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## SUBJECT

APPROVAL OF WARRANT REGISTER (COUNCIL)

## DEPARTMENT

Finance

## RECOMMENDATION

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

389404 – 389571 dated November 26, 2024

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

**ESSENTIAL SERVICE** – Yes, Internal requirement per Municipal Code Section 10-49

**COUNCIL PRIORITY** –

## FISCAL ANALYSIS

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

November 21, 2024 – November 26, 2024 is \$4,102,144.25

## PREVIOUS ACTION

None

## 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

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### CLOSED SESSION

4:00 PM

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### CALL TO ORDER

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

### ORAL COMMUNICATIONS

None

### CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code § 54956.9(d)(1))**
  - a. *Dwight Ernest Samuels v. City of Escondido; Escondido Officers Hoppal, Montross and Feria*  
United States District Court Case No. 24-CV-1392-LL (MSB)
2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code § 54956.8)**
  - a. Property: APN 2710301200 (Kit Carson Park)
  - b. Agency Negotiator: Sean McGlynn, City Manager, or designees
  - c. Negotiating Party: The Rinks Foundation
  - d. Under Negotiation: Terms of Lease
  - a. Property: 340 N. Escondido Blvd., Escondido (California Center for the Arts, Escondido)
  - b. Agency Negotiator: Sean McGlynn, City Manager, or designees
  - c. Negotiating Party: California Center for the Arts, Escondido, Foundation
  - d. Under Negotiation: Terms of Lease or Management Agreement

### ADJOURNMENT

Mayor White adjourned the meeting at 4:57 p.m.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

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### REGULAR SESSION

5:00 PM Regular Session

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### MOMENT OF REFLECTION

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

### FLAG SALUTE

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

### CALL TO ORDER

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

### PROCLAMATIONS

Retirement - Police Chief Ed Varso

### CLOSED SESSION REPORT

### ORAL COMMUNICATIONS

Becky Rapp – Expressed concern regarding tobacco products online

Jeff Bright – Expressed support for the California Center for the Arts

Oliver Hammel – Expressed support for the California Center for the Arts

Fernanda Flores – Expressed support for the California Center for the Arts

Greg Swizodral – Expressed support for the California Center for the Arts

James Lockhart – Expressed concern regarding safety at the intersection of Rock Springs and Lincoln



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### CONSENT CALENDAR

Motion to approve items 1-14: Morasco; Second: C. Garcia; Approved: 5-0

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

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

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

389016 – 389178 dated November 13, 2024

389179 – 389403 dated November 20, 2024

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

**ESSENTIAL SERVICE** – Internal requirement per Municipal Code Section 10-49

**COUNCIL PRIORITY** –

**3. APPROVAL OF MINUTES: Regular Meeting Minutes of November 20, 2024**

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

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

Request the City Council adopt Resolution No. 2024-178, 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: Angela Morrow Director of Utilities)

Presenter: Stephanie Roman, Assistant Director of Utilities, Construction & Engineering

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

**COUNCIL PRIORITY** –Improve Public Safety

a) Resolution No. 2024-178

**6. APPROVAL OF THE FY2025/26 RECOGNIZED OBLIGATION PAYMENT SCHEDULE**

Request the City Council adopt Resolution No. 2024-154 to approve the FY2025/26 Recognized Obligation Payment Schedule (“ROPS”) so that the Successor Agency may continue to make payments due for enforceable obligations.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

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

Presenter: Christina Holmes, Director of Finance

**ESSENTIAL SERVICE – No**

a) Resolution No. 2024-154

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

Request that the City Council receive and file the Annual Financial Report on Development Impact Fees.

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

Presenter: Christina Holmes, Director of Finance

**ESSENTIAL SERVICE – Yes, Internal Requirement**

**8. PURCHASE TWENTY-NINE (29) FORD POLICE UTILITY VEHICLES**

Request the City Council adopt Resolution No. 2024-175 authorizing the Fleet Services Division of the Public Works Department to purchase twenty-nine (29) Ford Police Utility Vehicles in the amount of \$1,653,348.74 by utilizing a cooperative purchase agreement through the City of Sacramento, Contract No. B19153311005, and approving the disposal of the surplus vehicles via auction.

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

Presenter: Jeramiah Jennings, Fleet Maintenance Manager

**ESSENTIAL SERVICE – Yes, internal requirement in support of Police Services**

**COUNCIL PRIORITY – Improve Public Safety**

a) Resolution No. 2024-175

**9. PURCHASE THREE (3) MEDIX AMBULANCES AND APPROVE BUDGET ADJUSTMENT FOR THE PURCHASE**

Request the City Council adopt Resolution No. 2024-174 approving a budget adjustment of \$157,752.18, and authorizing the Fleet Services Division of the Public Works Department to purchase three (3) Medix Ambulances from Republic EVS of Huntington Beach, California, for \$1,117,752.18 by utilizing a cooperative purchase agreement through HGAC, Contract No. AM10-23, and approving the disposal of the surplus vehicles via auction.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

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

Presenter: Jeramiah Jennings, Fleet Maintenance Manager

**ESSENTIAL SERVICE** – Yes, internal requirement in support of Fire/EMS Services

**COUNCIL PRIORITY** – Improve Public Safety

a) Resolution No. 2024-174

### 10. **BUDGET ADJUSTMENT FOR RECEIPT OF EARL FUNK DONATION**

Request the City Council authorize a budget adjustment for receipt of \$30,000 from the Earl Funk donation for the Park Avenue Community Center.

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

Presenter: Robert Rhoades, Assistant Director of Community Services

**ESSENTIAL SERVICE** – No

### 11. **SAN DIEGO SENIORS COMMUNITY FOUNDATION HOLIDAY GRANT – \$3,005**

Request the City Council adopt Resolution No. 2024-180 authorizing the Assistant Director of Community Services to receive a \$3,005 No Senior Alone for the Holidays grant from the San Diego Seniors Community Foundation.

Recommendation: Approval (Community Services: Jennifer Schoeneck, Director of Economic Development)

Presenter: Robert Rhoades, Assistant Director of Community Services

**ESSENTIAL SERVICE** – No

**COUNCIL PRIORITY** –

a) Resolution No. 2024-180

### 12. **ANIMAL CONTROL SERVICES AGREEMENT WITH THE SAN DIEGO HUMANE SOCIETY AND BUDGET ADJUSTMENT**

Request the City Council adopt Resolution No. 2024-186 approving an animal control services agreement with the San Diego Humane Society and authorize the Mayor to execute contract documents on behalf of the City. The term of the agreement is 18 months from January 1, 2025 through June 30, 2026.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

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

Presenter: Edward Varso, Chief of Police

**ESSENTIAL SERVICE** – Yes, requirement in support of Police Services; Keep City Clean for Public Health and Safety.

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

a) Resolution No. 2024-186

**13. FINAL MAP UNDER CONSIDERATION FOR APPROVAL FOR TRACT SUB13-0007 AT 2115**

**AMANDA LANE**

Receive and file notice that a Final Map for Tract SUB13-0007 at 2115 Amanda Lane has been filed for approval.

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

Presenter: Owen Tunnell, Assistant City Engineer

**14. FINAL MAP UNDER CONSIDERATION FOR APPROVAL FOR TRACT PL23-0319 AT 2402 S.**

**ESCONDIDO BLVD**

Receive and file notice that a Final Map for Tract PL23-0319 at 2402 S. Escondido Boulevard has been filed for approval.

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

Presenter: Owen Tunnell, Assistant City Engineer

**CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)**

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

**15. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AN AMENDMENT TO THE SOUTH CENTRE CITY SPECIFIC PLAN TO ALLOW "EATING**



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### **ESTABLISHMENTS WITH A DRIVE-THROUGH", SUBJECT TO A CONDITIONAL USE PERMIT WITHIN THE 13TH AVENUE CORNERS DISTRICT**

Approved on November 20, 2024 with a vote of 4/1 (Martinez: No)

a) Ordinance No. 2024-15 (Second Reading and Adoption)

Dustyn Simpson – Expressed opposition to the item

Moton: Morasco; Second: C. Garcia; Approved: 4-1 (Martinez – No)

### **PUBLIC HEARINGS**

#### **16. HICKORY STREET OFFICE TO RESIDENTIAL CONVERSION - PL23-0190, PL23-0191, PL24-0215, PL24-0225, PL24-0229**

Request that the City Council adopt the following Resolution denying the Project:

Adopt Resolution No. 2024-179, denying the proposed General Plan Amendment, Zone Map Amendment, Master and Precise Plan (Planned Development Permit), and Design Review Permit for the Project.

Staff Recommendation: Denial (Development Services Department: Deputy City Manager, Christopher McKinney)

Presenter: Ivan Flores, AICP, Senior Planner

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Increase Retention and Attraction of People and Businesses to Escondido

- a) Resolution No. 2024-187
- b) Resolution No. 2024-188
- c) Ordinance No. 2024-16

Rick Mercurio – Expressed opposition to the item.

Motion to approve the General Plan Amendment, Zone Plan Amendment, Master and Precise Plan and remove the waiver of the two foot easement: Morasco; Second: White; Approved: 4-1 (Martinez – No)

#### **17. PL24-0183 – 900 W MISSION AVENUE CUP MODIFICATION**

Request that the City Council adopt Resolution No. 2024-183 denying the project and instead



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

approving as an alternative the adoption of an addendum to the previously adopted Initial Study/Mitigated Negative Declaration and the recommended Alternative Option.

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

Presenter: Oscar Romero, Principal Planner

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-183R

James Lockhart – Expressed concern regarding the traffic safety at Rock Springs Road and Lincoln Ave.

Motion to adopt Resolution 2204-183, alternative option to waive frontage improvements and retain the requirement to construct the traffic signal at Lincoln and Rock Springs with a cost cap of \$560,000, and adopt the Addendum to the previously adopted Mitigated Negative Declaration: Martinez; Second: White; Approved: 4-1 (C. Garcia – No)

### **18. SHORT-TERM RENTAL PILOT PROGRAM**

Request the City Council adopt Ordinance No. 2024-07 for the Short-Term Rental Pilot Program of the City of Escondido to allow Short-Term rentals to operate within the City, including amendments to 1) the Escondido Municipal Code Chapter 16 (Business Licenses) for processes, procedures, administration and enforcement; and 2) adopt Escondido Municipal Code Chapter 25 (Taxation) for collection of Transient Occupancy Tax; and Resolution No. 2024-181 establishing new fees for the Pilot Short-Term Rental Ordinance

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

Presenter: Jennifer Schoeneck, Director of Economic Development and Pedro Cardenas, Management Analyst

**ESSENTIAL SERVICE** – Yes, Land Use/Development.

**COUNCIL PRIORITY** – Eliminate Structural Deficit; Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido.

a) Resolution No. 2024-181



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### b) Ordinance No. 2024-07

Ce Liu – Expressed support for sensible short-term rental regulations and expressed opposition to the requirement that Short-Term Rentals not be permitted 500-feet from schools.

Mo Rashid – Expressed support for sensible short-term rental regulations and expressed opposition to the requirement that Short-Term Rentals not be permitted 500-feet from schools.

Tony Maietta – Expressed support for sensible short-term rental regulations and expressed opposition to the requirement that Short-Term Rentals not be permitted in Accessory Dwelling Units.

Michael Baehr – Requested the City Council ban Short-Term Rentals in Escondido in residential zoning.

Laree Felan – Expressed opposition to the ordinance, opposition to the requirement that Short-Term Rentals not be permitted in Accessory Dwelling Units.

Tyler Felan – Expressed opposition to the ordinance and opposition to the requirement that Short-Term Rentals not be permitted in Accessory Dwelling Units.

Carolyn Rangel – Requested the City Council ban Short-Term Rentals in Escondido in residential zoning and if the Ordinance is adopted, retain the requirement of prohibiting Short-Term Rentals within 500-feet of schools.

Kate Hess – Requested the City Council ban Short-Term Rentals in Escondido in residential zoning and if the Ordinance is adopted, retain the requirement of prohibiting Short-Term Rentals within 500-feet of schools.

Mary Smith – Requested the City Council ban Short-Term Rentals in Escondido in residential zoning and if the Ordinance is adopted, retain the requirement of prohibiting Short-Term Rentals within 500-feet of schools.

Zack Chen – Requested the City Council ban Short-Term Rentals in Escondido in residential zoning and if the Ordinance is adopted, retain the requirement of prohibiting Short-Term Rentals within 500-feet of schools.

Motion to approve Ordinance 2024-07 and modify the number of units that would trigger Council review of the Ordinance from 250 units to 200 units and subsequent review of the Ordinance for every 100 units thereafter: White; Second: J. Garcia; Approved: 4-1 (Martinez – No)



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### CURRENT BUSINESS

**19. ENTERING INTO A GROUND LEASE BETWEEN THE CITY OF ESCONDIDO AND R1 ESCONDIDO INVESTMENT, LLC FOR PROPERTY AT 270 E VIA RANCHO PKWY, ESCONDIDO, CALIFORNIA; DECLARATION OF EXEMPT SURPLUS PROPERTY**

Request the City Council Adopt Resolution No. 2024-168 authorizing the Mayor to execute a Ground Lease between the City of Escondido and R1 Escondido Investment, LLC; authorizing execution of Assignment and Assumption Agreement; and Declaration of Exempt Surplus Property

Staff Recommendation: Approval (City Manager's Office: Jennifer Schoeneck, Director of Economic Development)

Presenter: Jennifer Schoeneck, Director of Economic Development, Francisco Vargas, Real Property Management Analyst

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** –Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-168

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

**20. PUBLIC ART DEACCESSION AND REMOVAL OF VINEHENG**

Request the City Council approve the deaccessioning and removal of Vinehenge.

Staff Recommendation: Approval (Community Services and Public Works: Jennifer Schoeneck, Director of Economic Development and Joseph Goulart, Director of Public Works)

Presenter: Robert Rhoades, Assistant Director of Community Services and Wayne Thames, Public Works Manager

**ESSENTIAL SERVICE** – Yes, Maintenance of Parks facilities/Open Spaces

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

**21. UNCLASSIFIED AND MANAGEMENT SALARY AND BENEFITS PLAN, PART-TIME SALARY PLANS, AND FULL-TIME COMPENSATION SCHEDULE**

Request the City Council adopt:

Resolution No. 2024-147 amending and readopting the Salary and Benefits Plan for the Unclassified, Clerical, Technical, and Management Groups; and



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Resolution No. 2024-148 amending and readopting the Part-time Salary Plan and Part-Time Classification and Benefits Plan; and

Resolution No. 2024-149 amending and readopting the full-time compensation schedule for all full-time employee groups.

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

Presenter: Jessica Perpetua, Director of Human Resources

**ESSENTIAL SERVICE** – Yes, Internal Requirement

**COUNCIL PRIORITY** –

a) Resolution No. 2024-147

b) Resolution No. 2024-148

c) Resolution No. 2024-149

Motion: White; Second: C. Garcia; Approved 4-1 (Morasco – No)

### **22. FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT AND SECOND AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT**

Request that the City Council adopt Resolution No. 2024-184 authorizing the Mayor to execute, on behalf of the City of Escondido, a First Amendment to Employment Agreement with Sean McGlynn to continue serving as the City Manager; and

Request that the City Council adopt Resolution No. 2024-185 authorizing a Second Amendment to Employment Agreement with Michael R. McGuinness to continue serving as the City Attorney.

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

Presenter: Jessica Perpetua, Director of Human Resources

**ESSENTIAL SERVICE** – No

**COUNCIL PRIORITY** – Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-184



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

b) Resolution No. 2024-185

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

### FUTURE AGENDA

#### 23. 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

#### CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

#### ADJOURNMENT

Mayor White adjourned the meeting at 9:38 p.m.

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MAYOR

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CITY CLERK



# STAFF REPORT

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## ITEM NO. 4

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### 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

## ORDINANCE NO. 2024-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
 ESCONDIDO, CALIFORNIA, APPROVING A ZONE MAP  
 AMENDMENT, AND A MASTER PLAN AND PRECISE  
 DEVELOPMENT PERMIT FOR ADOPTION OF A PLANNED  
 DEVELOPMENT ZONE

Planning Case No(s): PL23-0190/PL23-0191/PL24-  
 0215/PL24-0225/PL24-0229

Applicant: Escondido Investments, LLC

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

SECTION 1. The City Council makes the following findings:

a) Escondido Investments LLC (“Applicant”), filed a land use development application, Planning Cases No(s). PL23-0190/PL24-0225/PL23-0191/PL24-0215/PL24-0229 (“Application”) constituting a request for a General Plan Map Amendment to change the land use designation to Urban V (U5); a Zone Map Amendment to rezone the subject site to Very High Multifamily Residential (R-5); a Master Development Plan and Precise Development Plan for adoption of a Planned Development Zone (PD-R-28.9); and a Design Review Permit for conversion of an existing office building into 21 residential dwelling units (“Project”) on a 0.69 gross acre site located at 240 S. Hickory Street (APN 229-492-14-00) (“Property”), in the Office (O) General Plan Land Use Designation and within the Hospital Professional (H-P) zone. The Project also includes a density bonus request to exceed the maximum allowable density permitted by the proposed General Plan Amendment.

b) The subject Property is all real Property described in Exhibit “A,” which is attached hereto, and a made a part thereof by this reference as though fully set forth herein.

c) The Application was submitted to, and processed by, the Planning Division of the Development Services Department. The Application consisted of a Zone Map Amendment (PL24-0225), and a Master Plan (PL23-0191) and a Precise Development Plan Permit (PL24-0215) to rezone the subject property from Hospital Professional (H-P) to Very High Multifamily Residential (R-5) and subsequent adoption of a Planned Development Zone (PD-R-28.9) as permitted by Article 19 (Planned Development Zones), respectively.

d) The Applicant concurrently submitted an application for a General Plan Amendment and Design Review Permit to amend the existing land use designation from Office (O) to Urban V (U5) to provide consistency with the proposed Zone Map Amendment; and, a Planned Development Zone, and to facilitate the conversion of an existing office building into 21 residential dwelling units as shown on Exhibit “B” (Master Development Plan), and on file in the Planning Division, and incorporated herein as though fully set forth herein. The Project also includes a density bonus request to exceed the maximum allowable units on the property from 20 to 21, and to utilize incentives/concessions and waivers as permitted by State Density Bonus Law and Article 67 (Density Bonus and Residential Incentives) of the Escondido Zoning Code.

e) A Final Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the Project in conformance with the California Environmental Quality Act (CEQA) guidelines.

f) In furtherance of the Project, the City Council adopted Resolution No. 2024-187 to adopt the IS/MND and associated Mitigation Monitoring and Reporting Program (MMRP), fully incorporated herein as though set forth, which analyzed the various environmental impacts of the Project in its entirety, including the proposed Zone Map Amendment, and Master Development Plan and Precise Development Permit for adoption of a Planned Development Zone.

g) The Planning Division of the Development Services Department completed its review and scheduled a public hearing regarding the Application before the Planning Commission on November 12, 2024. Following the public hearing, the Planning Commission adopted Resolution No. 2024-20, which recommended that the City Council, among other things, deny the Project, including actions to deny the Zone Map Amendment and Planned Development Zone.

h) During the December 4, 2024, City Council meeting, the City Council motioned to approve the Project based on the findings outlined in Attachment 1 of the City Council staff report, dated December 04, 2024, incorporated herein as though fully set forth herein.

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

SECTION 3. The City Council did on December 04, 2024, hold a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including, without limitation:

a) Written information including all application materials and other written and graphical information posted on the project website.

b) Oral testimony from City staff, interested parties, and the public.

c) The City Council staff report, dated December 04, 2024, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request.

d) Additional information submitted during the public hearing

SECTION 4. That, upon consideration of the Factors to be Considered / Findings of Fact, attached as Exhibit "C", and incorporated herein by reference as though fully set forth herein, the City Council

desires at this time and deems it to be in the best public interest to approve the Zone Map Amendment and Master and Precise Development Plan for adoption of a Planned Development Zone, subject to the Conditions of Approval attached as Exhibit “D” .

SECTION 5. The City Council considered Resolution Nos. 2024-188 during the December 04, 2024 City Council hearing, and intends to approve a General Plan Map Amendment and Design Review Permit to support the proposed Project.

SECTION 6. The Zone District Map of the City of Escondido is hereby amended to change the zoning on the subject Property from Hospital-Professional (H-P) to Very High Multi-Family Residential (R-5), as depicted and set forth in Exhibit “E” and incorporated herein by reference as though fully set forth herein.

SECTION 7. The Zone District Map of the City of Escondido is further amended to change the zoning on the subject Property from R-5 to Planned Development Residential (PD-R-28.9) to adopt a Planned Development Zone pursuant to Article 19 (Planned Development Zones) of the Escondido Zoning Code as depicted and set forth in Exhibit “F” and incorporated herein by reference as though fully set forth herein.

SECTION 8. Concurrently with the action on this Ordinance, the City Council is take a number of actions in furtherance of the Project, as generally described in the December 04, 2024, City Council staff report. No single component of the series of actions made in connection with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective in the manner provided by state law. Therefore, this Ordinance shall become effective and operate only if the City Council Resolutions No. 2024-187 and No. 2024-188 are approved.

SECTION 9. ENVIRONMENTAL REVIEW. That the City Council has reviewed and considered the Final Mitigated Negative Declaration prepared for the Project in conformance with CEQA. The Final Mitigated Negative Declaration adequately address all environmental issues associated with the Zone Map Amendment and Master Development Plan and Precise Development Plan Permit, and the Project would not result in any significant impacts to the environmental.

SECTION 10. All references within this Ordinance to "Applicant" or "Developer," shall equally applicable to the current property owner and to any successors-in-interest or assigns, whether such successors of assigns own, control, or otherwise have development authority for all, a portion, or portions of that property included within the Project Site.

SECTION 11. SEVERABILITY. If any section, subsection sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 12. As of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 13. The City Council authorizes all subsequent action to taken by City Officials consistent with this Ordinance.

SECTION 14. That the City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

SECTION 15. The Ordinance shall become effective 30 days from the date of the passage.

**Exhibit "A"****Legal Description****Project No(s): PL23-0190/PL24-0225/PL23-0191/PL24-0215/PL24-0229**

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

LOTS 2, 3, 4 AND 5, BLOCK "B" OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, TOGETHER WITH THE NORTHERLY 10.00 FEET OF THE EAST THIRD AVENUE, ADJOINING SAID LOTS 2, 3, 4 AND 5 ON THE SOUTH, NOW VACATED AND CLOSED TO PUBLIC USE BY RESOLUTION NO. 172 OF THE BOARD OF TRUSTEES OF THE CITY OF ESCONDIDO, RECORDED AUGUST 11, 1947 IN BOOK 243, PAGE 383 OF OFFICIAL RECORDS.

APN: 229-492-14-00

**Exhibit “B”**

Planning Case No(s): PL23-0190/PL23-0191/PL24-0215/PL24-0225/PL24-0229

The Architectural Drawings are under copyright protection, please contact the City of Escondido Planning Division, by phone at 760-839-4671 or send a request to [planning@escondido.gov](mailto:planning@escondido.gov)

Reference the following:

Project Name: Hickory Street Office to Residential Conversion

Location: 240 S Hickory Street

Planning Case Nos. PL23-0190/PL23-0191/PL24-0215/PL24-0225/PL24-0229

## EXHIBIT “C”

PLANNING CASE NOS. PL23-0190/PL23-0191/PL24-0215/PL24-0225/PL24-0229

### FACTORS TO BE CONSIDERED / FINDINGS OF FACT

#### **Zone Map Amendment Findings (PL24-0225)**

#### **(Section 33-1263 of Article 61 – Administration and Enforcement of the Escondido Zoning Code)**

With respect to the Zone Map Amendment, the City Council make the following findings for approval of the Project:

1. *That the public health, safety and welfare will be adversely affected by the proposed change;*

#### **Applicant’s Substantiation of Request:**

In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

Therefore, Escondido Investments LLC (applicant) is requesting the City of Escondido (City) process a General Plan Amendment (GPA) and Zone Amendment (AZ) to allow the conversion of an existing medical office building located at 240 S. Hickory Street in Escondido (APN: 229-492-14-00) to a 20-unit, one- and two-bedroom multi-family residential development in accordance with Article 19, Planned Development (P-D) Zone, of the Escondido Municipal Code (EMC). The project site is approximately 0.69 acres in size and contains one, three-story structure historically used for medical offices. The existing building contains a total of approximately 16,885 square feet (sf) of gross building area. The site is surrounded by single-family residences and low-rise medical offices to the north, single-family residences to the east, condominiums and single-family residences to the south, and multi-family residences (Summit Apartments) to the west.

The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south, and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition and subsequent planned redevelopment of the old Palomar Hospital property, the

surrounding area is seeing a decline in the need or demand for medical office support services in the East Valley neighborhood area, including at the project site. Adaptive reuse to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

*2. That the property involved is not suitable for the uses permitted by the proposed zone*

Applicant's Substantiation of Request:

In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

Therefore, Escondido Investments LLC (applicant) is requesting the City of Escondido (City) process a General Plan Amendment (GPA) and Zone Amendment (AZ) to allow the conversion of an existing medical office building located at 240 S. Hickory Street in Escondido (APN: 229-492-14-00) to a 20-unit, one- and two-bedroom multi-family residential development in accordance with Article 19, Planned Development (P-D) Zone, of the Escondido Municipal Code (EMC). The project site is approximately 0.69 acres in size and contains one, three-story structure historically used for medical offices. The existing building contains a total of approximately 16,885 square feet (sf) of gross building area. The site is surrounded by single-family residences and low-rise medical offices to the north, single-family residences to the east, condominiums and single-family residences to the south, and multi-family residences (Summit Apartments) to the west.

The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south, and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition

and subsequent planned redevelopment of the old Palomar Hospital property, the surrounding area is seeing a decline in the need or demand for medical office support services in the East Valley neighborhood area, including at the project site. Adaptive reuse to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

*3. That the uses permitted by the proposed zone would not be detrimental to surrounding properties*

Applicant's Substantiation of Request:

In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

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The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south,

and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition and subsequent planned redevelopment of the old Palomar Hospital property, the surrounding area is seeing a decline in the need or demand for medical office support services in the East Valley neighborhood area, including at the project site. Adaptive reuse to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

*4. That the proposed change is not consistent with the adopted general plan;*

Applicant's Substantiation of Request:

In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

Therefore, Escondido Investments LLC (applicant) is requesting the City of Escondido (City) process a General Plan Amendment (GPA) and Zone Amendment (AZ) to allow the conversion of an existing medical office building located at 240 S. Hickory Street in Escondido (APN: 229-492-14-00) to a 20-unit, one- and two-bedroom multi-family residential development in accordance with Article 19, Planned Development (P-D) Zone, of the Escondido Municipal Code (EMC). The project site is approximately 0.69 acres in size and contains one, three-story structure historically used for medical offices. The existing building contains a total of approximately 16,885 square feet (sf) of gross building area. The site is surrounded by single-family residences and low-rise medical offices to the north, single-family residences to the east, condominiums and single-family residences to the south, and multi-family residences (Summit Apartments) to the west.

The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south,

and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition and subsequent planned redevelopment of the old Palomar Hospital property, the surrounding area is seeing a decline in the need or demand for medical office support services in the East Valley neighborhood area, including at the project site. Adaptive reuse to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

5. *That the proposed change of zone does not establish a residential density below 70% of the maximum permitted density of any lot or parcel of land previously zoned R-3, R-4, or R-5 unless the exceptions regarding dwelling unit density can be made pursuant to the provisions set forth in Article 6;*

The proposed Project does include a density that would yield 70% of the maximum density allowed under an Urban V land use designation.

6. *That the relationship of the proposed change is applicable to specific plans*

The Project site is not located within a Specific Plan, and any changes to the existing zoning district are not applicable to specific plans. The proposed change is not applicable to specific plans.

#### **Planned Development Permit Findings (PL23-0191/PL24-0215)**

#### **(Section 33-403 of Article 19 – Planned Development Zones of the Escondido Zoning Code)**

1. *The location, design, and residential density of the proposed planned development is consistent with the goals and policies of the Escondido General Plan and any applicable specific plan or with any policies adopted by, or being considered by the Escondido city council, or in the process of being prepared and adopted;*

#### **Applicant's Substantiation of Request:**

In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost

redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

Therefore, Escondido Investments LLC (applicant) is requesting the City of Escondido (City) process a General Plan Amendment (GPA) and Zone Amendment (AZ) to allow the conversion of an existing medical office building located at 240 S. Hickory Street in Escondido (APN: 229-492-14-00) to a 20-unit, one- and two-bedroom multi-family residential development in accordance with Article 19, Planned Development (P-D) Zone, of the Escondido Municipal Code (EMC). The project site is approximately 0.69 acres in size and contains one, three-story structure historically used for medical offices. The existing building contains a total of approximately 16,885 square feet (sf) of gross building area. The site is surrounded by single-family residences and low-rise medical offices to the north, single-family residences to the east, condominiums and single-family residences to the south, and multi-family residences (Summit Apartments) to the west.

The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south, and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition and subsequent planned redevelopment of the old Palomar Hospital property, the surrounding area is seeing a decline in the need or demand for medical office support services in the East Valley neighborhood area, including at the project site. Adaptive re-use to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

*2. The proposed location allows the planned development to be well integrated with its surroundings;*

The proposed Project would result in conversion of an existing office building approved for office uses into a multifamily residential development. The existing building would remain and negligible site changes would occur as a result of the residential development.

*3. All vehicular traffic generated by the planned development will be accommodated safely and without causing undue congestion upon adjoining streets;*

The Project prepared a traffic scoping agreement which found that the traffic generated by the proposed use will not cause undue congestion upon adjoining streets.

4. *The proposed location and design allow residents and business establishments proposed within the zone to be adequately serviced by existing or proposed public facilities and services and does not provide an undue or negative impact on existing public facilities and services. In appropriate circumstances, and as provided elsewhere by city code, the city may require that suitable areas for schools, parks and playgrounds, pedestrian ways or public open spaces be dedicated for public use, or reserved by deed covenant for the common use of all residents, establishments or operations in the development;*

The Project site is located in an urbanized area of the City and is serviced by existing utility connections as it is a developed site.

5. *The overall design of the proposed planned development does produce an attractive, efficient and stable environment*

#### Applicant's Substantiation of Request:

In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

Therefore, Escondido Investments LLC (applicant) is requesting the City of Escondido (City) process a General Plan Amendment (GPA) and Zone Amendment (AZ) to allow the conversion of an existing medical office building located at 240 S. Hickory Street in Escondido (APN: 229-492-14-00) to a 20-unit, one- and two-bedroom multi-family residential development in accordance with Article 19, Planned Development (P-D) Zone, of the Escondido Municipal Code (EMC). The project site is approximately 0.69 acres in size and contains one, three-story structure historically used for medical offices. The existing building contains a total of approximately 16,885 square feet (sf) of gross building area. The site is surrounded by single-family residences and low-rise medical offices to the north, single-family residences to the east, condominiums and single-family residences to the south, and multi-family residences (Summit Apartments) to the west.

The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south,

and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition and subsequent planned redevelopment of the old Palomar Hospital property, the surrounding area is seeing a decline in the need or demand for medical office support services in the East Valley neighborhood area, including at the project site. Adaptive reuse to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

6. *The planned development is well integrated with its settings, does not require excessive earthmoving or grading, or destruction of desirable natural features, nor is visually obstructive or disharmonious with surrounding areas and facilities, and does not substantially harm major views from adjacent properties;*

The Project entails conversion of an existing office building on a previously developed site, located within an urbanized area. No significant grading is required due to reuse of a vacant office building. The proposed Project does not result in any visually obstructive or disharmonious patterns of development, nor does it harm any major views due to the existing nature of the Project site.

7. *The uses proposed have a beneficial effect not obtainable under existing zoning regulations. Any departure from existing ordinance requirements shall be warranted by the design and the amenities incorporated in the planned development in accord with adopted city policy.*

The proposed residential conversion has the potential to produce 19 above moderate and two low-income units toward the City's Regional Housing Needs Allocation (RHNA).

## PLANNING CASE NOS. PL23-0190/PL23-0191/PL24-0215/PL24-0225/PL24-0229

## CONDITIONS OF APPROVAL

This Project is conditionally approved as set forth on the application received by the City of Escondido on **April 26, 2023**, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans and Colored Elevations; all designated as approved on **December 04, 2024**, and shall not be altered without express authorization by the Development Service Department.

For the purpose of these conditions, the term "Applicant" shall also include the Project proponent, owner, permittee, and the Applicant's successors in interest, as may be applicable.

**A. General:**

1. **Acceptance of Permit.** If the Applicant fails to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:
  - a. Acceptance of the Permit by the Applicant; and
  - b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.
2. **Permit Expiration.** If the Permit was filed as or concurrent with a Tentative Map or Planned Development application, the Permit shall expire 36 months from the effective date of approval, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code. If not filed as concurrent with a Tentative Map or Planned Development application, the Permit shall automatically expire after one year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

The Permit shall be deemed expired if a building permit has not been obtained or work has been discontinued in the reliance of that building permit. If no building permits are required, the City may require a noticed hearing to be scheduled before the authorized agency to determine if there has been demonstrated a good faith intent to proceed, pursuant to and in accordance with the provision of this Permit.

3. **Certification.** The Director of Development Services, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally

consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. A final Approved Plan set, shall be submitted to the Planning Division for certification electronically. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.

#### **4. Conformance to Approved Plans.**

- a. The operation and use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.
- b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.
- c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Development Services to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Such "minor" modifications shall be processed through a substantial conformance process identified by the Planning Division. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

#### **5. Limitations on Use.** Prior to any use of the Project site pursuant to this Permit, all Conditions of Approval contained herein shall be completed or secured to the satisfaction of the Development Services Department.

#### **6. Certificate of Occupancy.**

- a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.
- b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Development Services.

#### **7. Availability of Permit Conditions.**

- a. Prior to building permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.

- b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.
8. **Right to Entry.** The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.
  9. **Compliance with Federal, State, and Local Laws.** Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

No part of this Permit's approval shall be construed to permit a violation of any part of the Escondido Municipal or Zoning Code. During Project construction and after Project completion, the Applicant shall ensure the subject land use activities covered by this Permit is conducted in full compliance with all local and state laws.

10. **Fees.** The appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Development Services. Through plan check processing, the Applicant shall pay development fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Development Services Department.

Approval of this development project is conditioned upon payment of all applicable development fees and connection fees in the manner provided in Chapter 6 of the Escondido Municipal Code.

11. **Public Art Partnership Program.** All requirements of the Public Art Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.
12. **Clerk Recording.**

- a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purpose of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increase after the date of this approval, the Applicant shall be responsible for the increase.
- b. For more information on filing fees, please refer to the County Clerk's Office and/or the California Code of Regulations, Title 14, Section 753.5.

**13. Legal Description Adequacy.** The legal description attached to the application has been provided by the Applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.

**14. Application Accuracy.** The information contained in the application and all attached materials are assumed to be correct, true, and complete. The City of Escondido is relying on the accuracy of this information and Project-related representations in order to process this application. Any permits issued by the City may be rescinded if it is determined that the information and materials submitted are not true and correct. The Applicant may be liable for any costs associated with rescission of such permits.

**15. Enforcement.** If any of the terms, covenants, or conditions contained herein shall fail to occur or if they are, by their terms, to be implemented and maintained over time, the City of Escondido shall have the right to deny or withhold subsequent permit approvals or permit inspections that are derived from the application entitlements herein granted; issue stop work orders; pursue abatement orders, penalties, or other administrative remedies as set forth in state and local laws; or institute and prosecute litigation to compel compliance with such terms, covenants, or conditions or seek damages for their violation. The Applicant shall be notified in advance prior to any of the above actions being taken by the City and shall be given the opportunity to remedy any deficiencies identified by the City.

**16. Indemnification, Hold Harmless, Duty to Defend.**

- a. The Applicant shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City, its Councilmembers, Planning Commissioners, boards, commissions,

- departments, officials, officers, agents, employees, and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, at law or in equity, including without limitation the payment of all consequential damages and attorney’s fees and other related litigation costs and expenses (collectively, “Claims”), of every nature caused by, arising out of, or in connection with (i) any business, work, conduct, act, omission, or negligence of the Applicant or the owner of the Property (including the Applicant’s or the owner of the Property’s contractors, subcontractors, licensees, sublessees, invitees, agents, consultants, employees, or volunteers), or such activity of any other person that is permitted by the Applicant or owner of the Property, occurring in, on, about, or adjacent to the Property; (ii) any use of the Property, or any accident, injury, death, or damage to any person or property occurring in, on, or about the Property; or (iii) any default in the performance of any obligation of the Applicant or the owner of the Property to be performed pursuant to any condition of approval for the Project or agreement related to the Project, or any such claim, action, or proceeding brought thereon. Provided, however, that the Applicant shall have no obligation to indemnify, hold harmless, or defend the City as to any Claims that arise from the sole negligence or willful misconduct of the City. In the event any such Claims are brought against the City, the Applicant, upon receiving notice from the City, shall defend the same at its sole expense by counsel reasonably acceptable to the City and shall indemnify the City for any and all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney’s fees (including the full reimbursement of any such fees incurred by the City’s outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City).
- b.** The Applicant further and separately agrees to and shall indemnify, hold harmless, and defend the City (including all Indemnified Parties) from and against any and all Claims brought by any third party to challenge the Project or its approval by the City, including but not limited to any Claims related to the Project’s environmental determinations or environmental review documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Project approvals. Such indemnification shall include the Applicant’s payment for any and all administrative and litigation costs and expenses incurred by the City in defending against any such Claims, including payment for all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney’s fees (including the full reimbursement of any such fees incurred by the City’s outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).
- c.** The City, in its sole discretion and upon providing notice to the Applicant, may require the Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney’s fees) required to be paid by the Applicant in relation to any Claims

referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Applicant shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

- 17. Phasing.** A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

## **B. Construction, Maintenance, and Operation Obligations:**

- 1. Code Requirements.** All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code, California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of Development Services, Building Official, City Engineer, and the Fire Chief in carrying out the administration of said codes. Approval of this Permit request shall not waive compliance with any City regulations in effect at the time of Building Permit issuance unless specifically waived herein.

As a condition of receiving the land use approvals specified herein, Applicant shall maintain the property subject to the approvals in compliance with all applicable city codes governing the condition or appearance of property. In addition to compliance with such basic standards, the property subject to these approvals shall also be maintained free of trash, plant debris, weeds, and concrete (other than existing foundations and permanent structures). Any signs placed on the property advertising such property for sale or rent shall be in accordance with applicable laws, and be kept clean, in like-new condition, and free from fading and graffiti at all times. This condition shall be applicable from the date the land use is approved. The failure to comply with this condition shall subject the approvals specified herein to revocation for failure to comply.

- 2. Agency License and Permitting.** In order to make certain on- or off-site improvements associated with the Approved Plan set, the Permit request may require review and clearance from other agencies.

Nothing in these Conditions of Approval shall be construed as to waive compliance with other government agency regulations or to obtain permits from other agencies to make certain on- or off-site improvements prior to Final Map recordation, grading permit issuance, building permit issuance, or certificate of occupancy as required. This review may result in conditions determined by the reviewing agency.

At all times during the effective period of this Permit, the Applicant and any affiliated responsible party shall obtain and maintain in valid force and effect, each and every license and permit required by a governmental agency for the construction, maintenance, and operation of the authorized activity.

3. **Utilities.** All new utilities and utility runs shall be underground, or fee payment in-lieu subject to the satisfaction of the City Engineer.
4. **Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.
5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.
7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.
8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.
9. **Anti-Litter.** The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.
10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.
11. **Trash Enclosures.** All appropriate trash enclosures or other approved trash systems shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed

when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.

- 12. Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.
- 13. Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.
- 14. Construction Waste Reduction, Disposal, and Recycling.** Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction projects, the Applicant must submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential projects or portions thereof, or Section 5.408.1.4 for non-residential projects or portions thereof, demonstrating compliance with the California Green Building Standards Code sections cited above.
- 15. Construction Equipment Emissions.** Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Development Services that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed replacement equipment has been evaluated using the California Emissions Estimator Model ("CalEEMod") or other industry standard emission estimation method, and documentation provided to the Planning Division confirms that necessary project-generated functional equivalencies in the diesel PM emissions level are achieved.
- 16. Phasing.** A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the

environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

**C. Parking and Loading/Unloading.**

1. A minimum of 40 parking spaces shall be provided at all times. Said parking spaces provided by the Applicant, and any additional parking spaces provided above the required minimum amount, shall be dimensioned per City standards and be maintained in a clean, well-marked condition. The striping shall be drawn on the plans or a note shall be included indicating double-striping per City standards.
2. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with the State Building Code.
3. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

**D. Landscaping:** The property owner or management company assumes all responsibility for maintaining all on-site landscaping; any landscaping in the public right-of-way adjacent to the property, including potted plants; and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.

1. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.
2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.
3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.
4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
5. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.

**6. Landscaping Plans.** Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.

- a. A final landscape and irrigation plan shall be submitted to the Engineering Services Department for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.
- b. Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) is to be provided prior to final occupancy.
- c. The installation of the landscaping and irrigation shall be inspected by the Project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The Applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
- d. Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Development Services.
- e. New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, clinging non-deciduous or fast growing shrubbery that will screen the enclosures wall surface. The Director of Development Services shall find that the proposed landscaping design, material, or method provides approximate equivalence to the specific requirements of this condition or is otherwise satisfactory and complies with the intent of these provisions.

**E. Specific Planning Division Conditions:**

1. Prior to issuance of a building permit, the Applicant shall provide updated plans for Certification per General Condition of Approval #3 – Certification reflecting the density bonus calculations as indicated in the density bonus request attached to the Planning Commission staff report, dated November 12, 2024.
2. The Applicant shall be responsible for ensuring that all mitigation measures identified in the Mitigation Monitoring and Reporting Program, included as Exhibit “C” to Resolution No. 2024-187, are implemented.
3. The Project shall be consistent with the incentives/concession and waivers identified in the density bonus request form attached to the Planning Commission staff report, dated November 12, 2024. \*

**F. Housing and Neighborhood Services Conditions:**

1. Two residential units shall be deed restricted to households qualifying as low-income households, and rented at low-income rents per state policy (“Affordable Units”).
2. The Project shall provide a minimum of two dwelling units for low-income households (those earning less than 80 percent of the Area Median Income for the San Diego-Carlsbad-San Marcos MSA). Prior to issuance of a building permit, the developer shall sign a binding affordable housing agreement with the City, which will set forth the conditions and guidelines to be met in the implementation of Density Bonus Law requirements and any other applicable requirements (Within the affordable housing agreement, the developer will be responsible for annual recertification of household income qualifications and compliance with rent limits). The agreement will also establish specific compliance standards and remedies available to the City upon failure by the developer to restrict units to target households for the prescribed time period (55 years for all target units as described in Government Code section 65915(c)). Income qualified households will be monitored by the City of Escondido Housing and Neighborhood Services Division for the duration of the affordability period. Monitoring fees will be applied per the affordable housing agreement.
3. All affordability agreements shall run with the land and be binding on the applicant and its heirs, transferees, assigns, successors, administrators, executors, and other representatives, and shall be recorded against the applicable property for the requisite period of time.
4. The Affordable Units shall be constructed concurrently with, or earlier than construction of the unrestricted units. The City shall not issue building permits for more than fifty (50) percent of the unrestricted units until the City has issued building permits for all of the Affordable Units.
5. The Affordable Units shall be constructed with the same exterior appearance and interior features, fixtures, and amenities, and shall use the same type and quality of materials as provided for the unrestricted units in the Project.

6. The design, appearance, and general quality of the Affordable Units shall be consistent or compatible with the design of the total housing development in terms of appearance, materials, and finished quality.
7. The average square footage for the unrestricted units shall be approximately the same as the average square footage for the Affordable Units of the same number of bedrooms.
8. All Affordable Units shall have a bedroom unit mix consistent with Municipal Code Section 33-1417(d).
9. The Affordable Units shall be disbursed within the housing development.
10. The City shall not approve any final inspections or issue any certificates of occupancy for more than fifty (50) percent of the unrestricted units until the City has issued certificates of occupancy for all of the Affordable Units.

**G. Fire Department Conditions of Approval:**

1. Fire underground lines, Fire Sprinkler, and fire alarm plans shall be deferred submittals to Escondido Fire Department.
2. Fire Department connection shall be in an approved location.
3. Fire Department access and turnaround shall be provided as per Chapter 5 of the CFC and Escondido Fire Department standards.
4. Minimum hydrant fire flow of 1500 GPM at 20 PSI shall be provided.

**H. Specific Engineering Division Conditions:**

**GENERAL**

1. The Developer shall provide the City Engineer with a Preliminary Title Report covering subject property.
2. All easements, both private and public, affecting subject property shall be shown and delineated on all plans.
3. Improvement plans prepared by a Civil Engineer are required for all public utility improvements, and shall be submitted for review through the City's virtual plan review portal as a single package containing all items on the Engineering Initial Submittal Checklists. Any required Landscaping Plans shall be prepared by a Landscape Architect and likewise submitted through the virtual plan review portal.
4. The location of existing utilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project utility improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of any improvement plans. This utility/facility relocation work shall be completed prior to issuance of Encroachment Permits.

5. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on final Engineer's Estimate of Utility Improvements Cost prepared by the project engineer. All improvements shall be completed prior to issuance of a Certificate of Occupancy.
6. All improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be corrected by the Developer to the satisfaction of the City Engineer.
7. Any requested gated entrances shall be approved by the City Engineer, Building Official, and the Fire Marshal.
8. Pedestrian access routes meeting current ADA requirements shall be provided into the project to the satisfaction of the City Engineer and City Building Official.

#### **WATER SUPPLY**

1. All on-site water lines and backflow prevention devices beyond the City water meter or RPDA shall be considered a private water system. The property owner shall be responsible for all maintenance of these water lines and appurtenances.
2. The Developer shall install a fire suppression sprinkler system, along with a City approved Reduced Pressure Detector Assembly Backflow (RPDA) per the satisfaction of the Fire Marshal and Utilities Engineer.
3. The location and size of water services, backflow prevention devices and sewer laterals shall be shown on the improvement plans.
4. No trees or deep-rooted bushes shall be planted within 10 feet of a public water main
5. Existing fire hydrant(s) shall meet current City of Escondido Standards.
6. Any water services to be replaced, reconnected or relocated as part of this project shall be replaced in entirety from the public water main to the public water meter to the satisfaction of the Utilities Engineer and Water Distribution Department.
7. The Developer may be responsible for an overlay of portions of the adjacent public alley due to the utility trenches necessary to serve this project. The determination of the extent of any required overlay shall be to the satisfaction of the City Engineer.

#### **SEWER**

1. Sewer laterals shall be six (6) inch PVC minimum with a standard clean-out at the right-of-way and at all angle points per standard drawing S-2-E. Sewer lateral shall be constructed per current City of Escondido Design Standards and Standard Drawings per the current Uniform Plumbing Code.
2. All sewer laterals are considered private. The property owner and/or the Home Owners Association will be responsible for all maintenance of their individual sewer lateral to the sewer main.
3. Private sewer laterals to be abandoned shall be capped and plugged at the public sewer main to the satisfaction of the Utilities Engineer and the City Inspector.
4. Connection to an existing sewer manhole will require rehabilitation of the manhole per City Standards. Manhole #6456 shall be relined with Raven 405 epoxy, or approved equal. The minimum lining thickness

shall be 80 mils. Provide separate detail of proposed 6" lateral connection to existing manhole on improvements plans.

Item 5.

#### **ALLEY DEDICATION**

1. The Developer shall prepare and sign an irrevocable offer to dedicate 2' of public right-of-way for a total of 22' of public right-of-way along the project's alley frontage.

#### **FEES**

1. The developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

**\*During the December 04, 2024, the City Council of the City Of Escondido did not grant the waiver for the dedication as indicated in the attachment in the Planning Commission staff report, dated November 12, 2024.**

**Exhibit "E"****Zone Map Amendment**

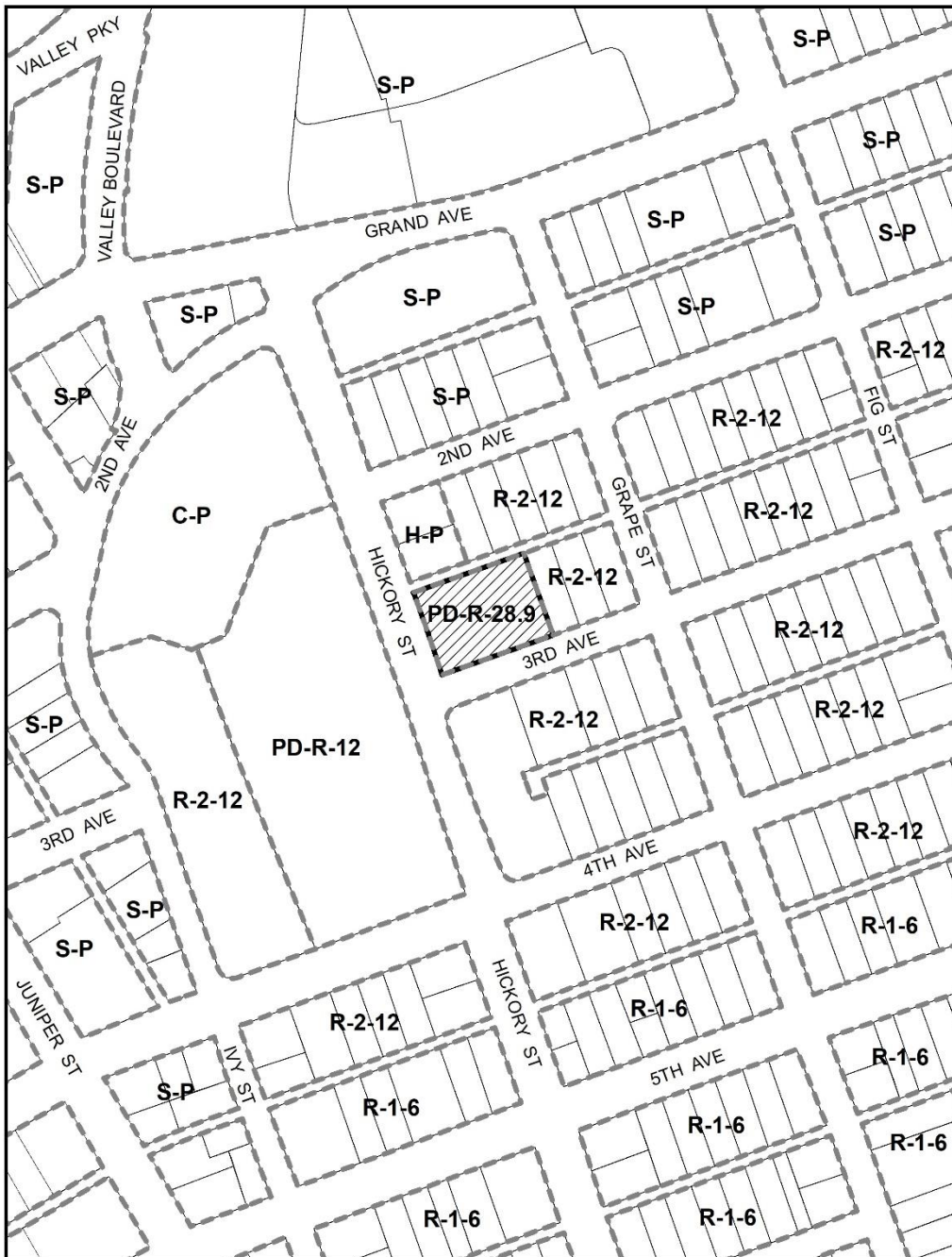
Pursuant to Ordinance No. 2024-16, the Escondido Citywide Zoning Map is amended to rezone the subject property to R-5 as illustrated below:



## Exhibit "F"

### Planned Development Zone

Pursuant to Ordinance No. 2024-16, the Escondido Citywide Zoning Map is further amended to adopt a Planned Development Zone for the subject Property as illustrated below:





# STAFF REPORT

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December 11, 2024  
File Number 0650-40

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## SUBJECT

### CERTIFICATION OF NOVEMBER 2024 GENERAL MUNICIPAL ELECTION RESULTS

## DEPARTMENT

City Clerk's Office

## RECOMMENDATION

Request the City Council adopt Resolution No. 2024-189 certifying the November 5, 2024, City of Escondido General Municipal results; adopt Ordinance No. 2024-08 establishing a local one-cent general transaction and use (sales) tax for twenty years, to be administered by the California Department of Tax and Fee Administration, including provisions for citizens' oversight and accountability; adopt Resolution No. 2024-190 authorizing examination of Sales or Transactions and Use Tax records; adopt Resolution No. 2024-191 authorizing the Mayor to execute agreements with the California Department of Tax and Fee Administration for implementation of a local Transaction and Use Tax; and approve all other documents required by the California Department of Tax and Fee Administration for implementation of the transaction and use (sales) tax.

Staff Recommendation: Approval (City Clerk: 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 Space

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

## FISCAL ANALYSIS

Per the San Diego County Registrar of Voters, the final cost of the 2024 General Municipal election was \$336,000 (Attachment "1").

## PREVIOUS ACTION

On June 5, 2024, the City Council unanimously adopted Resolution No. 2024-49, calling for and giving notice of the General Municipal Election on November 5, 2024 for the following elective offices: One (1) City Council Member with a four-year term to represent District Three, One (1) City Council Member with



# CITY of ESCONDIDO

## STAFF REPORT

a four-year term to represent District Four, and One (1) City Treasurer with a four-year term to be elected at-large. The Council also unanimously adopted Resolution No. 2024-50 requesting the Board of Supervisors, County of San Diego, to consolidate the City's General Municipal Election with the Statewide General Election.

On July 10, 2024, the City Council unanimously adopted Resolution No. 2024-89 calling for an election submitting a proposed one-cent general transactions and use (sales) tax increase to the voters titled Measure I (Escondido Community Investment Measure); (b) and unanimously introduced Ordinance No. 2024-08 amending the Escondido Municipal Code to establish a one-cent sales tax, for twenty years, to be administered by the California Department of Tax and Fee Administration ("CDTFA"), including provisions for citizens' oversight and accountability.

### BACKGROUND

In accordance with California Elections Code Section 10263, *"The governing body shall declare elected the persons for whom the highest number of votes were cast for each office"* per official results of the San Diego County Registrar of Voters (Attachment "2") for the General Municipal Election held on November 5, 2024.

Per the California Department of Tax and Fee Administration, the City Council must approve a Preparatory Agreement (Attachment "3"), Administrative Agreement (Attachment "4"), Contact Form for Warrants (Attachment "5"), Consultant Agreement (Attachment "6"), Designation Letter (Attachment "7"), Contact Form for Notifications & Appeals (Attachment "8"), EFT Authorization Agreement (Attachment "9") and Media and Registration Request Form (Attachment "10") prior to December 26, 2024 in order to implement the transaction and use (sales) tax.

### RESOLUTIONS

- a) Resolution No. 2024-189
- b) Resolution No. 2024-189—Exhibit "A" —Statewide General Election November 5, 2024, Certification
- c) Resolution No. 2024-190
- d) Resolution No. 2024-191
- e) Resolution No. 2024-191—Exhibit "A" — CDTFA Preparatory Agreement
- f) Resolution No. 2024-191—Exhibit "B" — CDTFA Administrative Agreement

### ORDINANCES

- b) Ordinance No. 2024-08

### ATTACHMENTS



# CITY *of* ESCONDIDO

## STAFF REPORT

- a) Attachment "1"—San Diego County Registrar of Voters November 5, 2024 Election Invoice
- b) Attachment "2"—San Diego County Registrar of Voters November 5, 2024 Election Certification
- c) Attachment "3"—CDTFA Preparatory Agreement
- d) Attachment "4"—CDTFA Administrative Agreement
- e) Attachment "5"—CDTFA Contact Form for Warrants
- f) Attachment "6"—CDTFA Consultant Agreement
- g) Attachment "7"—CDTFA Designation Letter
- h) Attachment "8"—CDTFA Contact Form for Notifications & Appeals
- i) Attachment "9"—CDTFA EFT Authorization Agreement
- j) Attachment "10"—CDTFA Media and Registration Request Form

## RESOLUTION NO. 2024-189

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS REQUIRED BY LAW

WHEREAS, a General Municipal was held and conducted in the City of Escondido, on Tuesday, November 5, 2024, as required by law; and

WHEREAS, a notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that candidates were nominated to fill the vacancies as provided by law; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, Resolution No. 2024-49 was adopted June 5, 2024, calling for and giving notice of a General Municipal Election to be held on Tuesday, November 5, 2024; and

WHEREAS, Resolution No. 2024-50 was adopted June 5, 2024, requesting the Board of Supervisors of the County of San Diego and the Registrar of Voters to consolidate a General Municipal Election to be held on November 5, 2024, with the Statewide General Election to be held on the same date; and

WHEREAS, Resolution No. 2024-89 was adopted on July 10, 2024, placing a ballot measure for a proposed one-cent general transactions and use (sales) tax increase to the voters titled Measure I

(Escondido Community Investment Measure); and introduced Ordinance No. 2024-08 amending the Escondido Municipal Code to establish a one-cent sales tax, for twenty years, to be administered by the California Department of Tax and Fee Administration (CDTFA), including provisions for citizens' oversight and accountability on the November 5, 2024, consolidated general election; and

WHEREAS, in accordance with California Elections Code Section 15400, the Official Canvass of the Returns from the General Election held on November 5, 2024, is prepared by the San Diego County Registrar of Voters and the results are declared by the City Council as to who was elected. The official certification from the San Diego County Registrar of Voters is attached as Exhibit "A" and incorporated by this reference.

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

1. A General Municipal Election was held and conducted in the City of Escondido, on Tuesday, November 5, 2024, as required by law. The whole number of ballots cast in said City for District Three Councilmember was 9,180; that the whole number of ballots cast in District Four for Councilmember was 14,894; the whole number of ballots cast in the Citywide race for City Treasurer was 40,680; the whole number of ballots cast in the Citywide race for Measure I was 53,665;

2. That the names of persons voted for at the election by voters in the City of Escondido for District Three for Member of the City Council to represent District Three and results are as follows:

- Christian Garcia – 5,594 votes (60.94%)
- Veronica Cigarroa – 2,513 votes (27.37%)
- Christine Spencer – 1,073 votes (11.69%)

3. That the names of persons voted for at the election by voters in the City of Escondido for District Three for Member of the City Council to represent District Three and results are as follows:

- Judy Fitzgerald – 10,190 votes (68.42%)
- Roderick “Rod” Howell – 4,704 votes (31.58%)

4. That the names of person voted for at the election by voters Citywide for the Office of City Treasurer and results are as follows:

- Douglas W. Shultz – 40,680 votes (100%)

5. That the positions voted for at the election by voters Citywide for the Escondido Community Investment Measure (Measure I) and results are as follows:

- Yes – 32,802 (61.12%)
- No – 20,863 (38.88%)

6. That the number of votes given at each District and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates and for and against the measures were as listed in Exhibit “A” attached.

7. The City Council does declare and determine that Christian Garcia was elected by voters in District Three as Member of the City Council for the full term of four years; Judy Fitzgerald was elected by voters in District Four as Member of the City Council for the full term of four years; Douglas W. Shultz was elected by voters in Citywide as City Treasurer for the full term of four years; and Measure I did pass.

8. That the City Clerk shall enter on the records of the City Council of the City of Escondido a statement of the results of said election, showing:

- The whole number of votes cast in the City;
- The names of the persons voted for;
- For what office each person was voted for;

- The total number of votes given to each person;

9. That the City Clerk shall immediately make and deliver to each of such persons so elected a Certificate of Election signed by the City Clerk and duly authenticated; and that the City Clerk shall cause to be administered to each person elected, the Oath of Office prescribed in the State Constitution of the State of California, and shall have them subscribe to it and file the same in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

10. That the City Clerk shall certify to the passage and adoption of the resolution; shall enter the same in the book of original resolutions of said City.



## County of San Diego

**CYNTHIA L. PAES**  
Registrar of Voters

### REGISTRAR OF VOTERS

County Operations Center Campus  
5600 Overland Avenue, Suite 100, San Diego, California 92123-1278

Telephone: (858) 565-5800 Toll-free: 1 (800) 696-0136 TTY / TDD: (800) 735-2929  
Facsimile: (858) 505-7294 Web Address: [www.sdvote.com](http://www.sdvote.com)

**SHAWN K. BROM**  
Assistant Registrar of Voters

December 3, 2024

TO: Andrew Potter  
Clerk of the Board of Supervisors

FROM: Cynthia L. Paes  
Registrar of Voters

### STATEWIDE GENERAL ELECTION NOVEMBER 5, 2024, CERTIFICATION

Enclosed are the certified results for the following election:

*Jurisdiction:* Statewide General Election

*Election Date:* November 5, 2024

Please contact my staff at (858) 505-7210 if you have any questions regarding this matter.

Enclosure: Election Results

c: Supervisor Nora Vargas, Chair  
Supervisor Terra Lawson-Remer, Vice Chair  
Supervisor Joel Anderson  
Supervisor Monica Montgomery Steppe  
Supervisor Jim Desmond  
Ebony N. Shelton, Chief Administrative Officer  
Caroline Smith, Assistant Chief Administrative Officer  
Brian Albright, Deputy CAO, Finance & General Government Group  
County Board of Education  
LUEG, Community Groups

Continued:

Incorporated Cities:

Carlsbad  
Chula Vista  
Coronado  
Del Mar  
El Cajon  
Encinitas  
Escondido  
Imperial Beach  
La Mesa  
Lemon Grove  
National City  
Oceanside  
Poway  
San Diego  
San Marcos  
Santee  
Vista

Community College Districts:

Grossmont-Cuyamaca  
MiraCosta  
Palomar  
San Diego  
Southwestern

Unified School Districts:

Bonsall  
Borrego Springs  
Carlsbad  
Coronado  
Oceanside  
Poway  
Ramona  
San Diego  
San Marcos  
Valley Center-Pauma  
Vista  
Warner

High School Districts:

Escondido  
Fallbrook  
Grossmont  
Julian  
San Dieguito  
Sweetwater

Union/Elementary School Districts:

Alpine  
Cajon Valley  
Cardiff  
Chula Vista  
Del Mar  
Dehesa  
Encinitas  
Escondido  
Fallbrook  
Lakeside  
Lemon Grove  
National  
Rancho Santa Fe  
San Ysidro  
Santee  
South Bay

Special Districts:

Borrego Water  
Canebrake County Water  
Fallbrook Community Planning Group  
Grossmont Healthcare  
Helix Water  
Lakeside Fire Protection  
Lakeside Water  
Morro Hills Community Services  
North County Fire Protection  
Olivenhain Municipal Water  
Otay Water  
Padre Dam Municipal Water  
Palomar Health  
Pauma Valley Community Services  
Rainbow Municipal Water  
Rancho Santa Fe Fire Protection  
South Bay Water  
Sweetwater Community Planning Group  
Tri-City Healthcare  
Vallecitos Water  
Valley Center Community Planning Group  
Vista Fire Protection  
Vista Irrigation

**CERTIFICATION OF  
COUNTY CLERK/REGISTRAR OF VOTERS OF THE  
RESULTS OF THE CANVASS  
OF THE NOVEMBER 5, 2024,  
GENERAL ELECTION**

STATE OF CALIFORNIA


COUNTY OF San Diego

SS.

I, Cynthia Paes, County Clerk/Registrar of Voters of County  
of San Diego, do hereby certify that, in pursuance of the provisions of Elections Code  
section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said  
County on November 5, 2024, for measures and contests that were submitted to the vote of the voters,  
and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 3rd day of December, 2024, at the  
County of San Diego



  
\_\_\_\_\_  
County Clerk/Registrar of Voters  
County of San Diego  
State of California

Canvass Certification of Elections Official  
(11/2024)

County of San Diego  
Presidential General Election  
November 5, 2024  
Official Results  
(San Diego Portion Only)

	Registered Voters	Turnout
Total Registration and Turnout	1,983,767	1,503,018
Mail		1,275,304
Vote Centers		227,714

PRESIDENT AND VICE PRESIDENT

DEM - KAMALA D. HARRIS / TIM WALZ	841,372	56.93%
REP - DONALD J. TRUMP / JD VANCE	593,270	40.14%
AI - ROBERT F. KENNEDY JR. / NICOLE SHANAHAN	16,387	1.11%
GRN - JILL STEIN / RUDOLPH WARE	14,207	0.96%
LIB - CHASE OLIVER / MIKE TER MAAT	7,487	0.51%
PF - CLAUDIA DE LA CRUZ / KARINA GARCIA	5,063	0.34%
Peter Sonski / Lauren Onak	242	0.02%
<b>Total</b>	<b>1,478,028</b>	

UNITED STATES SENATOR (Full Term)

DEM - ADAM B. SCHIFF	817,805	56.68%
REP - STEVE GARVEY	625,129	43.32%
<b>Total</b>	<b>1,442,934</b>	

UNITED STATES SENATOR (Partial/Unexpired Term)

DEM - ADAM B. SCHIFF	797,127	56.61%
REP - STEVE GARVEY	610,883	43.39%
<b>Total</b>	<b>1,408,010</b>	

UNITED STATES REPRESENTATIVE 48TH DISTRICT  
(SAN DIEGO PORTION ONLY)

REP - DARRELL E. ISSA	142,476	59.09%
DEM - STEPHEN HOULAHAN	98,637	40.91%
<b>Total</b>	<b>241,113</b>	

UNITED STATES REPRESENTATIVE 49TH DISTRICT  
(SAN DIEGO PORTION ONLY)

DEM - MIKE LEVIN	137,469	56.36%
REP - MATT GUNDERSON	106,438	43.64%
<b>Total</b>	<b>243,907</b>	

UNITED STATES REPRESENTATIVE 50TH DISTRICT

DEM - SCOTT PETERS	231,836	64.27%
REP - PETER J. BONO	128,859	35.73%
<b>Total</b>	<b>360,695</b>	

UNITED STATES REPRESENTATIVE 51ST DISTRICT

DEM - SARA JACOBS	198,835	60.70%
REP - BILL WELLS	128,749	39.30%
<b>Total</b>	<b>327,584</b>	

UNITED STATES REPRESENTATIVE 52ND DISTRICT

DEM - JUAN VARGAS	172,217	66.31%
REP - JUSTIN LEE	87,501	33.69%
<b>Total</b>	<b>259,718</b>	

STATE SENATOR 39TH DISTRICT

DEM - AKILAH WEBER	266,830	63.01%
REP - BOB DIVINE	156,616	36.99%
<b>Total</b>	<b>423,446</b>	

MEMBER OF THE STATE ASSEMBLY 74TH DISTRICT  
(SAN DIEGO PORTION ONLY)

DEM - CHRIS DUNCAN	65,972	54.78%
REP - LAURIE DAVIES	54,457	45.22%
<b>Total</b>	<b>120,429</b>	

MEMBER OF THE STATE ASSEMBLY 75TH DISTRICT

REP - CARL DEMAIO	121,167	57.02%
REP - ANDREW HAYES	91,337	42.98%
<b>Total</b>	<b>212,504</b>	

MEMBER OF THE STATE ASSEMBLY 76TH DISTRICT

DEM - DARSHANA PATEL	113,242	54.03%
REP - KRISTIE BRUCE-LANE	96,358	45.97%
<b>Total</b>	<b>209,600</b>	

MEMBER OF THE STATE ASSEMBLY 77TH DISTRICT

DEM - TASHA BOERNER	154,202	60.43%
REP - JAMES BROWNE	100,954	39.57%
<b>Total</b>	<b>255,156</b>	

MEMBER OF THE STATE ASSEMBLY 78TH DISTRICT

DEM - CHRIS WARD	175,178	100.00%
<b>Total</b>	<b>175,178</b>	

MEMBER OF THE STATE ASSEMBLY 79TH DISTRICT

DEM - LASHAE SHARP-COLLINS	79,215	54.03%
DEM - COLIN PARENT	67,390	45.97%
<b>Total</b>	<b>146,605</b>	

MEMBER OF THE STATE ASSEMBLY 80TH DISTRICT

DEM - DAVID A. ALVAREZ	113,768	60.97%
REP - MICHAEL W. WILLIAMS	72,836	39.03%
<b>Total</b>	<b>186,604</b>	

COUNTY BOARD OF EDUCATION 1ST DISTRICT

GREGG ROBINSON	198,977	100.00%
<b>Total</b>	<b>198,977</b>	

**County of San Diego**  
**Presidential General Election**  
**November 5, 2024**  
**Official Results**  
**(San Diego Portion Only)**

COUNTY BOARD OF EDUCATION 2ND DISTRICT

GUADALUPE GONZÁLEZ	167,698	100.00%
<b>Total</b>	<b>167,698</b>	

COUNTY BOARD OF EDUCATION 4TH DISTRICT

ERIN EVANS	174,253	68.29%
SARAH SONG	80,916	31.71%
<b>Total</b>	<b>255,169</b>	

GROSSMONT-CUYAMACA COMMUNITY COLLEGE  
DISTRICT GOVERNING BOARD MEMBER TRUSTEE  
AREA 4

ELENA ADAMS	22,448	50.67%
LEE QUINN	21,851	49.33%
<b>Total</b>	<b>44,299</b>	

MIRACOSTA COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
5

ANN CROSBIE	16,353	66.34%
ALEXANDER THOMAS WELLS III	8,297	33.66%
<b>Total</b>	<b>24,650</b>	

PALOMAR COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
2

YVETTE MARIE ACOSTA	22,512	52.68%
EDWARD POHLERT	20,221	47.32%
<b>Total</b>	<b>42,733</b>	

PALOMAR COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
4

HOLLY M. HAMILTON-BLEAKLEY	40,092	57.88%
MICHELLE RAINS	19,798	28.58%
AMI ADMIRE	9,376	13.54%
<b>Total</b>	<b>69,266</b>	

SAN DIEGO COMMUNITY COLLEGE DISTRICT  
MEMBER, BOARD OF TRUSTEES DISTRICT D

MARIAH JAMESON	50,032	74.93%
ANDREW GOMEZ II	16,740	25.07%
<b>Total</b>	<b>66,772</b>	

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
2

KRISTINE "KRIS" GALICIA BROWN	17,966	59.48%
ERIKA LOWERY	12,239	40.52%
<b>Total</b>	<b>30,205</b>	

BONSALL UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA E

ERIC ORTEGA	798	54.88%
LINDSAY JONES	656	45.12%
<b>Total</b>	<b>1,454</b>	

BORREGO SPRINGS UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER

Vote For 3		
MARTHA DEICHLER	1,084	41.36%
STEVE DUNN	529	20.18%
STEVE RIEHLE	511	19.50%
PETER KELLNER	497	18.96%
<b>Total</b>	<b>2,621</b>	

CARLSBAD UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
2

ALISON EMERY	4,780	62.80%
JEN BELNAP	2,832	37.20%
<b>Total</b>	<b>7,612</b>	

CARLSBAD UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
3

LAURA SIAOSI	4,556	52.89%
EJEHAN TURKER	4,058	47.11%
<b>Total</b>	<b>8,614</b>	

CORONADO UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER

Vote For 2		
RENEE CAVANAUGH	4,339	30.97%
FITZHUGH "FITZ" LEE	4,137	29.53%
BILL SANDKE	3,096	22.10%
SHAWNEE BARTON MERRIMAN	2,438	17.40%
<b>Total</b>	<b>14,010</b>	

OCEANSIDE UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
2

ELEANOR EVANS	6,178	51.51%
EMILY ORTIZ WICHMANN	5,815	48.49%
<b>Total</b>	<b>11,993</b>	

OCEANSIDE UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
5

MIKE BLESSING	6,354	53.44%
ROSIE HIGUERA	5,536	46.56%
<b>Total</b>	<b>11,890</b>	

**County of San Diego**  
**Presidential General Election**  
**November 5, 2024**  
**Official Results**  
**(San Diego Portion Only)**

**POWAY UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA A**

TIM DOUGHERTY	10,063	55.09%
DEVESH VASHISHTHA	8,205	44.91%
<b>Total</b>	<b>18,268</b>	

**POWAY UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA E**

DAVID CHENG	6,528	38.34%
CRAIG POND	6,386	37.51%
CINDY SYTSMA	4,111	24.15%
<b>Total</b>	<b>17,025</b>	

**RAMONA UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA NO. 3**

DAWN PERFECT	2,141	60.89%
STEPHANIE COOTER	1,375	39.11%
<b>Total</b>	<b>3,516</b>	

**RAMONA UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA NO. 4**

DARYN DRUM	2,423	63.53%
JOHN RAJCIC	1,391	36.47%
<b>Total</b>	<b>3,814</b>	

**SAN DIEGO UNIFIED SCHOOL DISTRICT MEMBER,  
BOARD OF EDUCATION DISTRICT A**

SABRINA BAZZO	40,289	50.93%
CRYSTAL TRULL	38,818	49.07%
<b>Total</b>	<b>79,107</b>	

**SAN DIEGO UNIFIED SCHOOL DISTRICT MEMBER,  
BOARD OF EDUCATION DISTRICT D**

RICHARD BARRERA	64,671	100.00%
<b>Total</b>	<b>64,671</b>	

**SAN DIEGO UNIFIED SCHOOL DISTRICT MEMBER,  
BOARD OF EDUCATION DISTRICT E**

SHARON D. WHITEHURST-PAYNE	49,166	100.00%
<b>Total</b>	<b>49,166</b>	

**SAN MARCOS UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA A**

HEIDI HERRICK	7,047	56.04%
CARLOS ULLOA	5,527	43.96%
<b>Total</b>	<b>12,574</b>	

**SAN MARCOS UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA B**

SARAH AHMAD	7,096	58.98%
BRITTANY BOWER	4,935	41.02%
<b>Total</b>	<b>12,031</b>	

**SAN MARCOS UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA D**

LENA LAUER MEUM	5,949	58.77%
JAIME CHAMBERLIN	4,174	41.23%
<b>Total</b>	<b>10,123</b>	

**VISTA UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA NO. 1**

MIKE MARKOV	6,728	51.91%
AMANDA "MANDY" REMMEN	6,234	48.09%
<b>Total</b>	<b>12,962</b>	

**VISTA UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA NO. 4**

CIPRIANO VARGAS	3,371	39.06%
FRANK NUNEZ	3,075	35.63%
ZULEMA GOMEZ	2,184	25.31%
<b>Total</b>	<b>8,630</b>	

**VISTA UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA NO. 5**

SUE MARTIN	9,540	60.39%
ANTHONY "TJ" CROSSMAN	6,258	39.61%
<b>Total</b>	<b>15,798</b>	

**WARNER UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER**

Vote For 3		
MELISSA KROGH	603	27.41%
MELODY SEES	544	24.73%
GENE DOXEY	533	24.23%
DEBORAH CASTEEL	520	23.64%
<b>Total</b>	<b>2,200</b>	

**ESCONDIDO UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
3**

CHRISTI KNIGHT	7,538	65.36%
CLAY BROWN	3,995	34.64%
<b>Total</b>	<b>11,533</b>	

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ESCONDIDO UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
4

RYAN S. WILLIAMS	7,848	64.66%
DARA CZERWONKA	4,289	35.34%
<b>Total</b>	<b>12,137</b>	

FALLBROOK UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
4

OSCAR CARALAMPIO	1,721	60.07%
JOSHUA TILLER	1,144	39.93%
<b>Total</b>	<b>2,865</b>	

GROSSMONT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
1

CHRIS FITE	13,923	43.30%
RANDALL DEAR	10,485	32.61%
DEBRA HARRINGTON	4,614	14.35%
AZURE CHRISAWN	3,132	9.74%
<b>Total</b>	<b>32,154</b>	

GROSSMONT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
2

SCOTT ECKERT	14,768	36.64%
JAY STEIGER	13,645	33.85%
JIM STIERINGER	7,980	19.80%
MARSHA J. CHRISTMAN	3,914	9.71%
<b>Total</b>	<b>40,307</b>	

JULIAN UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER

Vote For 2		
BRITNI A MUSHET	986	30.37%
MIKE CHARLONNE	738	22.73%
ERIK FLEET	612	18.85%
CAROL M. FRAUSTO	581	17.89%
ADRYENN CANTOR	330	10.16%
<b>Total</b>	<b>3,247</b>	

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
2

JODIE WILLIAMS	10,126	51.22%
KELLY FRIIS	9,643	48.78%
<b>Total</b>	<b>19,769</b>	

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
4

MICHAEL ALLMAN	8,990	51.12%
KEVIN SABELLICO	8,595	48.88%
<b>Total</b>	<b>17,585</b>	

SWEETWATER UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA 2

ADRIAN E. ARANCIBIA	21,226	56.72%
ANGELICA S. MARTINEZ	16,195	43.28%
<b>Total</b>	<b>37,421</b>	

SWEETWATER UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA 4

RODOLFO "RUDY" LOPEZ	19,192	62.68%
OLGA ESPINOZA	11,426	37.32%
<b>Total</b>	<b>30,618</b>	

ALPINE UNION SCHOOL DISTRICT GOVERNING  
BOARD MEMBER

Vote For 2		
ERIKA SIMMONS	5,814	38.34%
TRAVIS LYON	5,355	35.31%
CEE GOULD	2,313	15.25%
JOSEPH PERRICONE	1,682	11.09%
<b>Total</b>	<b>15,164</b>	

CAJON VALLEY UNION SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
3 (Short Term)

EMILY "LILY" SCHWORM	3,895	59.66%
DINA POLUS	2,634	40.34%
<b>Total</b>	<b>6,529</b>	

CAJON VALLEY UNION SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
5

JIM MILLER	6,888	47.02%
ODAY YOUSIF	4,355	29.73%
ALEX WELLING	3,407	23.26%
<b>Total</b>	<b>14,650</b>	

CARDIFF SCHOOL DISTRICT GOVERNING BOARD  
MEMBER

Vote For 2		
RHEA STEWART	2,997	33.69%
RICHARD BROCCCHINI	2,958	33.25%
NANCY ORR	2,941	33.06%
<b>Total</b>	<b>8,896</b>	

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
GOVERNING BOARD MEMBER SEAT NO. 2

LUCY UGARTE	80,824	69.85%
SHARMANE ESTOLANO	34,885	30.15%
<b>Total</b>	<b>115,709</b>	

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CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
GOVERNING BOARD MEMBER SEAT NO. 4

FRANCISCO TAMAYO	34,227	29.61%
KATE BISHOP	27,681	23.94%
TANYA WILLIAMS	26,232	22.69%
JESUS F. PARTIDA	15,977	13.82%
ZENITH KHAN	11,491	9.94%
<b>Total</b>	<b>115,608</b>	

DEL MAR UNION SCHOOL DISTRICT GOVERNING  
BOARD MEMBER

Vote For 2		
GEE WAH MOK	10,885	33.88%
BILL PORTER	9,445	29.40%
DANIELLE ROYBAL	6,700	20.85%
HELEN DOYLE	5,101	15.88%
<b>Total</b>	<b>32,131</b>	

DEL MAR UNION SCHOOL DISTRICT GOVERNING  
BOARD MEMBER (Short Term)

ALAN SCOTT KHOLOS	12,805	66.98%
GENEVIEVE OKADA GOLDSTONE	6,312	33.02%
<b>Total</b>	<b>19,117</b>	

ENCINITAS UNION SCHOOL DISTRICT GOVERNING  
BOARD MEMBER

Vote For 2		
MONICA LEE	19,951	35.22%
MARLON TAYLOR	18,466	32.60%
JILLIAN COCAYNE	18,232	32.18%
<b>Total</b>	<b>56,649</b>	

ENCINITAS UNION SCHOOL DISTRICT GOVERNING  
BOARD MEMBER (Short Term)

TOM MORTON	19,053	51.36%
AIMEE SPROUL	18,042	48.64%
<b>Total</b>	<b>37,095</b>	

ESCONDIDO UNION SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA NO. 3

MARK OLSON	6,563	53.16%
JUAN MANUEL VARGAS	5,783	46.84%
<b>Total</b>	<b>12,346</b>	

FALLBROOK UNION ELEMENTARY SCHOOL  
DISTRICT GOVERNING BOARD MEMBER TRUSTEE  
AREA NO. 2

LIEF HANSEN	1,481	69.30%
LESLIE SOMMERS	656	30.70%
<b>Total</b>	<b>2,137</b>	

FALLBROOK UNION ELEMENTARY SCHOOL  
DISTRICT GOVERNING BOARD MEMBER TRUSTEE  
AREA NO. 4 (Short Term)

MARIA G. MORAN	3,228	50.56%
CONSTANCE FISH	3,156	49.44%
<b>Total</b>	<b>6,384</b>	

LAKESIDE UNION SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA NO. 2

AUTUMN ELLENSON	2,957	75.24%
TWILA GODLEY	973	24.76%
<b>Total</b>	<b>3,930</b>	

NATIONAL SCHOOL DISTRICT GOVERNING BOARD  
MEMBER

Vote For 2		
CINDY LOPEZ	6,400	30.46%
MICHELLE GATES	5,841	27.80%
MARIA MIRANDA	4,544	21.63%
ROCINA LIZARRAGA	4,223	20.10%
<b>Total</b>	<b>21,008</b>	

RANCHO SANTA FE SCHOOL DISTRICT GOVERNING  
BOARD MEMBER

Vote For 3		
KAREN "KATE" BUTLER	1,511	21.62%
KERRY VINCI	1,395	19.96%
ANNETTE ROSS	1,230	17.60%
MARIA LUONI	742	10.62%
VICTORIA GAMBLE	737	10.55%
JANICE LEE HOLOWKA	720	10.30%
KAREN ESCHRICH	653	9.34%
<b>Total</b>	<b>6,988</b>	

SAN YSIDRO SCHOOL DISTRICT GOVERNING  
BOARD MEMBER

Vote For 2		
ANTONIO MARTINEZ	6,444	37.95%
KENIA PERAZA	3,555	20.94%
JOSE MANUEL DIRCIO	2,319	13.66%
YVETTE OLEA	1,834	10.80%
MARTIN ARIAS	1,646	9.69%
ROSALEAH PALLASIGUE	1,183	6.97%
<b>Total</b>	<b>16,981</b>	

SANTEE SCHOOL DISTRICT GOVERNING BOARD  
MEMBER SEAT NO. 4

TRACIE THILL	16,446	59.94%
MONIQUE SILVER	10,992	40.06%
<b>Total</b>	<b>27,438</b>	

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SOUTH BAY UNION SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA NO. 4 (Short Term)

MANUEL "MANNY" ESPARZA	2,448	57.84%
LIZBETH BECERRA	1,784	42.16%
<b>Total</b>	<b>4,232</b>	

MEMBER, BOARD OF SUPERVISORS DISTRICT NO.  
1

NORA VARGAS	127,708	62.46%
ALEJANDRO GALICIA	76,761	37.54%
<b>Total</b>	<b>204,469</b>	

MEMBER, BOARD OF SUPERVISORS DISTRICT NO.  
2

JOEL ANDERSON	155,232	59.81%
GINA JACOBS	104,326	40.19%
<b>Total</b>	<b>259,558</b>	

MEMBER, BOARD OF SUPERVISORS DISTRICT NO.  
3

TERRA LAWSON-REMER	178,781	56.98%
KEVIN L. FAULCONER	134,991	43.02%
<b>Total</b>	<b>313,772</b>	

CITY OF CARLSBAD MEMBER, CITY COUNCIL  
DISTRICT NO. 2

KEVIN SHIN	8,414	58.14%
TYLER COLLINS	6,057	41.86%
<b>Total</b>	<b>14,471</b>	

CITY OF CARLSBAD MEMBER, CITY COUNCIL  
DISTRICT NO. 4

TERESA ACOSTA	9,380	55.53%
GREG DAY	7,511	44.47%
<b>Total</b>	<b>16,891</b>	

CITY OF CARLSBAD TREASURER (Short Term)

CHRISTIAN PEACOX	14,877	28.16%
THOMAS KROUSE, JR.	13,506	25.56%
GREGORIO KAHN	12,931	24.47%
MICHAEL J. WILLIAMS	11,521	21.81%
<b>Total</b>	<b>52,835</b>	

CITY OF CHULA VISTA MEMBER, CITY COUNCIL  
DISTRICT NO. 3

MICHAEL INZUNZA	18,508	68.58%
LETICIA MUNGUIA	8,478	31.42%
<b>Total</b>	<b>26,986</b>	

CITY OF CHULA VISTA MEMBER, CITY COUNCIL  
DISTRICT NO. 4

CESAR FERNANDEZ	13,401	60.75%
RUDY RAMIREZ	8,659	39.25%
<b>Total</b>	<b>22,060</b>	

CITY OF CORONADO MAYOR

JOHN DUNCAN	4,124	45.50%
CASEY TANAKA	3,819	42.13%
MIKE DONOVAN	1,121	12.37%
<b>Total</b>	<b>9,064</b>	

CITY OF CORONADO MEMBER, CITY COUNCIL

Vote For 2		
MARK FLEMING	3,524	22.57%
AMY STEWARD	3,093	19.81%
LAURA WILKINSON SINTON	3,013	19.30%
MARK WARNER	2,555	16.37%
CHRISTINE MOTT	2,187	14.01%
ANDREW GADE	1,240	7.94%
<b>Total</b>	<b>15,612</b>	

CITY OF DEL MAR MEMBER, CITY COUNCIL

Vote For 3		
TRACY MARTINEZ	1,633	39.56%
JOHN W. SPELICH	1,380	33.43%
DANIEL QUIRK	1,115	27.01%
<b>Total</b>	<b>4,128</b>	

CITY OF EL CAJON MEMBER, CITY COUNCIL  
DISTRICT NO. 2

MICHELLE METSHEL	4,636	100.00%
<b>Total</b>	<b>4,636</b>	

CITY OF EL CAJON MEMBER, CITY COUNCIL  
DISTRICT NO. 3

STEVE GOBLE	5,754	66.95%
COURTNEY HALL	2,840	33.05%
<b>Total</b>	<b>8,594</b>	

CITY OF EL CAJON MEMBER, CITY COUNCIL  
DISTRICT NO. 4

PHIL ORTIZ	4,823	100.00%
<b>Total</b>	<b>4,823</b>	

CITY OF ENCINITAS MAYOR

BRUCE EHLERS	18,311	52.39%
TONY KRANZ	16,638	47.61%
<b>Total</b>	<b>34,949</b>	

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CITY OF ENCINITAS MEMBER, CITY COUNCIL  
DISTRICT NO. 1

LUKE SHAFFER	5,329	57.00%
ALLISON BLACKWELL	4,020	43.00%
<b>Total</b>	<b>9,349</b>	

CITY OF ENCINITAS MEMBER, CITY COUNCIL  
DISTRICT NO. 2

JIM O'HARA	4,109	55.47%
DESTINY PRESTON	3,298	44.53%
<b>Total</b>	<b>7,407</b>	

CITY OF ESCONDIDO MEMBER, CITY COUNCIL  
DISTRICT NO. 3

CHRISTIAN GARCIA	5,594	60.94%
VERONICA CIGARROA	2,513	27.37%
CHRISTINE SPENCER	1,073	11.69%
<b>Total</b>	<b>9,180</b>	

CITY OF ESCONDIDO MEMBER, CITY COUNCIL  
DISTRICT NO. 4

JUDY FITZGERALD	10,190	68.42%
RODERICK "ROD" HOWELL	4,704	31.58%
<b>Total</b>	<b>14,894</b>	

CITY OF ESCONDIDO TREASURER

DOUGLAS W. SHULTZ	40,680	100.00%
<b>Total</b>	<b>40,680</b>	

CITY OF IMPERIAL BEACH MEMBER, CITY COUNCIL  
DISTRICT NO. 2

JOHN "JACK" FISHER	1,076	42.56%
MARTIN "MARTY" MATTES	799	31.61%
BEN SWEARINGEN	653	25.83%
<b>Total</b>	<b>2,528</b>	

CITY OF IMPERIAL BEACH MEMBER, CITY COUNCIL  
DISTRICT NO. 4

MATTHEW LEYBA-GONZALEZ	1,061	68.28%
LINDA KAYE	493	31.72%
<b>Total</b>	<b>1,554</b>	

CITY OF LA MESA MEMBER, CITY COUNCIL

Vote For 2		
LAUREN CAZARES	12,587	32.22%
GENEVIEVE SUZUKI	11,984	30.68%
KRISTINE C. ALESSIO	11,238	28.77%
SHAWN TOWNSEND	3,253	8.33%
<b>Total</b>	<b>39,062</b>	

CITY OF LEMON GROVE MAYOR

ALYSSON SNOW	4,059	39.77%
LIANA LEBARON	3,087	30.25%
RACQUEL VASQUEZ	3,059	29.98%
<b>Total</b>	<b>10,205</b>	

CITY OF LEMON GROVE MEMBER, CITY COUNCIL

Vote For 2		
JESSYKA HEREDIA	4,494	29.13%
SITIVI "STEVE" FAIAI	4,051	26.26%
GEORGE GASTIL	3,757	24.35%
SETH SMITH	3,127	20.27%
<b>Total</b>	<b>15,429</b>	

CITY OF NATIONAL CITY MEMBER, CITY COUNCIL  
DISTRICT NO. 2

JOSE RODRIGUEZ	2,578	73.32%
RANDI CASTLE-SALGADO	938	26.68%
<b>Total</b>	<b>3,516</b>	

CITY OF NATIONAL CITY MEMBER, CITY COUNCIL  
DISTRICT NO. 4

MARCUS BUSH	1,736	43.77%
VICTOR M. ARREOLA	1,509	38.05%
DANIEL PEREZ	721	18.18%
<b>Total</b>	<b>3,966</b>	

CITY OF OCEANSIDE MAYOR

ESTHER SANCHEZ	39,100	50.15%
RYAN KEIM	38,868	49.85%
<b>Total</b>	<b>77,968</b>	

CITY OF OCEANSIDE MEMBER, CITY COUNCIL  
DISTRICT NO. 3

JIMMY FIGUEROA	10,250	47.53%
LAURA BASSETT	8,804	40.82%
TOM DEMOOY	1,679	7.79%
AUSTIN SORENSEN	833	3.86%
<b>Total</b>	<b>21,566</b>	

CITY OF OCEANSIDE MEMBER, CITY COUNCIL  
DISTRICT NO. 4

PETER WEISS	8,995	45.15%
AMBER KAE NIUATO	5,810	29.16%
OMAR HASHIMI	5,119	25.69%
<b>Total</b>	<b>19,924</b>	

CITY OF OCEANSIDE CITY CLERK

ZEB NAVARRO	62,004	100.00%
<b>Total</b>	<b>62,004</b>	

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**CITY OF OCEANSIDE TREASURER**

PHYLLIS DOMINGUEZ	24,843	35.32%
VICTOR ROY	23,849	33.90%
JACK FERNANDES	21,654	30.78%
<b>Total</b>	<b>70,346</b>	

**CITY OF POWAY MEMBER, CITY COUNCIL DISTRICT NO. 2**

TONY BLAIN	2,783	37.84%
VANESSA SPRINGETT	2,515	34.19%
JARED WILSON	2,057	27.97%
<b>Total</b>	<b>7,355</b>	

**CITY OF POWAY MEMBER, CITY COUNCIL DISTRICT NO. 4**

JENNY C. MAEDA	2,463	50.12%
CAYLIN FRANK	2,451	49.88%
<b>Total</b>	<b>4,914</b>	

**CITY OF SAN DIEGO MAYOR**

TODD GLORIA	317,015	55.35%
LARRY TURNER	255,782	44.65%
<b>Total</b>	<b>572,797</b>	

**CITY OF SAN DIEGO MEMBER, CITY COUNCIL DISTRICT NO. 3**

STEPHEN WHITBURN	38,344	57.53%
COLEEN CUSACK	28,303	42.47%
<b>Total</b>	<b>66,647</b>	

**CITY OF SAN DIEGO MEMBER, CITY COUNCIL DISTRICT NO. 9**

SEAN ELO-RIVERA	28,106	60.71%
TERRY HOSKINS	18,189	39.29%
<b>Total</b>	<b>46,295</b>	

**CITY OF SAN DIEGO CITY ATTORNEY**

HEATHER FERBERT	282,912	56.83%
BRIAN MAIENSCHIN	214,872	43.17%
<b>Total</b>	<b>497,784</b>	

**CITY OF SAN MARCOS MEMBER, CITY COUNCIL DISTRICT NO. 3**

DANIELLE LEBLANG	5,552	57.09%
ALAN GERACI	4,173	42.91%
<b>Total</b>	<b>9,725</b>	

**CITY OF SAN MARCOS MEMBER, CITY COUNCIL DISTRICT NO. 4**

ED MUSGROVE	6,846	64.49%
NATASHA ZANDER HILMES	3,769	35.51%
<b>Total</b>	<b>10,615</b>	

**CITY OF SANTEE MAYOR**

JOHN W. MINTO	20,733	77.80%
KELLI L. O'BRIEN	5,917	22.20%
<b>Total</b>	<b>26,650</b>	

**CITY OF SANTEE MEMBER, CITY COUNCIL DISTRICT NO. 3**

LAURA KOVAL	5,317	100.00%
<b>Total</b>	<b>5,317</b>	

**CITY OF SANTEE MEMBER, CITY COUNCIL DISTRICT NO. 4**

DUSTIN TROTTER	4,342	62.36%
AUGIE SCALZITTI	2,621	37.64%
<b>Total</b>	<b>6,963</b>	

**CITY OF VISTA MEMBER, CITY COUNCIL DISTRICT NO. 2**

JEFF FOX	6,047	62.35%
ANTHONY WHITE	3,651	37.65%
<b>Total</b>	<b>9,698</b>	

**CITY OF VISTA MEMBER, CITY COUNCIL DISTRICT NO. 3**

KATIE MELENDEZ	4,323	55.32%
DENISSE BARRAGAN	3,492	44.68%
<b>Total</b>	<b>7,815</b>	

**BORREGO WATER DISTRICT MEMBER, BOARD OF DIRECTORS**

Vote For 2		
MARTHA DEICHLER	738	37.98%
TAMMY BAKER	505	25.99%
DIANE E. JOHNSON	418	21.51%
PETER KELLNER	282	14.51%
<b>Total</b>	<b>1,943</b>	

**CANEBRAKE COUNTY WATER DISTRICT MEMBER, BOARD OF DIRECTORS**

Vote For 2		
CHRISTOPHER MACDONALD	14	43.75%
MARSHA CAMPBELL	12	37.50%
JERALD BUCHEIT	6	18.75%
<b>Total</b>	<b>32</b>	

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**FALLBROOK COMMUNITY PLANNING GROUP  
MEMBER, PLANNING GROUP**

Vote For 8		
ALDO ALVIDRES	11,590	12.14%
ROSS PIKE	11,305	11.84%
THOMAS GERALD HARRINGTON IV	11,146	11.68%
ROY MOOSA	10,448	10.95%
STEPHANI BAXTER	9,922	10.40%
KATHLEEN "KATHIE" MORRIS	9,413	9.86%
LEE J. DE MEO	9,068	9.50%
JIM LOGE	8,786	9.21%
MARK MERVICH	7,946	8.33%
MARK HOYE	5,818	6.10%
<b>Total</b>	<b>95,442</b>	

**GROSSMONT HEALTHCARE DISTRICT MEMBER,  
BOARD OF DIRECTORS ZONE NO. 3**

NADIA FARJOD	23,515	55.69%
BRENDA MILLER	18,711	44.31%
<b>Total</b>	<b>42,226</b>	

**HELIX WATER DISTRICT MEMBER, BOARD OF  
DIRECTORS DIVISION NO. 3**

MARK A. GRACYK	12,434	65.25%
JEANETTE ERICKSON	6,622	34.75%
<b>Total</b>	<b>19,056</b>	

**LAKESIDE FIRE PROTECTION DISTRICT MEMBER,  
BOARD OF DIRECTORS DIVISION NO. 3**

JAMES BINGHAM	5,217	83.82%
SANDRA DEAKINS	1,007	16.18%
<b>Total</b>	<b>6,224</b>	

**LAKESIDE WATER DISTRICT MEMBER, BOARD OF  
DIRECTORS DIVISION NO. 4**

STEVE ROBAK	1,609	67.98%
JEANNE SWARINGEN	758	32.02%
<b>Total</b>	<b>2,367</b>	

**MORRO HILLS COMMUNITY SERVICES DISTRICT  
MEMBER, BOARD OF DIRECTORS**

Vote For 3		
JEFF WALKER	354	28.80%
THOMAS HARRINGTON III	278	22.62%
JEANINE ROSKOS	228	18.55%
BILL WEBER	189	15.38%
CHARLENE WEBER	180	14.65%
<b>Total</b>	<b>1,229</b>	

**NORTH COUNTY FIRE PROTECTION DISTRICT  
MEMBER, BOARD OF DIRECTORS DIVISION NO. 1**

ROSS PIKE	1,559	73.43%
JEANETTE BARRAGAN	564	26.57%
<b>Total</b>	<b>2,123</b>	

**NORTH COUNTY FIRE PROTECTION DISTRICT  
MEMBER, BOARD OF DIRECTORS DIVISION NO. 4**

JEFF EGKAN	4,801	74.03%
JOHN VAN DOORN	1,684	25.97%
<b>Total</b>	<b>6,485</b>	

**NORTH COUNTY FIRE PROTECTION DISTRICT  
MEMBER, BOARD OF DIRECTORS DIVISION NO. 5**

MARK BARTHOLOMEW	4,684	80.23%
SHEILA A. LANCASTER	1,154	19.77%
<b>Total</b>	<b>5,838</b>	

**OLIVENHAIN MUNICIPAL WATER DISTRICT  
MEMBER, BOARD OF DIRECTORS DIVISION NO. 2**

SCOTT MALONI	4,481	58.31%
ERIC K. ARMSTRONG	1,752	22.80%
GREG BARTH	865	11.26%
ERIC T. ANDERSON	587	7.64%
<b>Total</b>	<b>7,685</b>	

**OLIVENHAIN MUNICIPAL WATER DISTRICT  
MEMBER, BOARD OF DIRECTORS DIVISION NO. 5**

NEAL MEYERS	3,968	54.48%
CHRIS CIEPLEY	3,315	45.52%
<b>Total</b>	<b>7,283</b>	

**OTAY WATER DISTRICT MEMBER, BOARD OF  
DIRECTORS DIVISION NO. 2**

DELFINA GONZALEZ	9,537	58.08%
RYAN KEYES	6,883	41.92%
<b>Total</b>	<b>16,420</b>	

**OTAY WATER DISTRICT MEMBER, BOARD OF  
DIRECTORS DIVISION NO. 5**

MARK ROBAK	12,161	58.36%
GREGORY J MARTINEZ	8,676	41.64%
<b>Total</b>	<b>20,837</b>	

**PADRE DAM MUNICIPAL WATER DISTRICT  
MEMBER, BOARD OF DIRECTORS DIVISION NO. 2**

SUZANNE TILL	6,447	61.56%
ROBERT "BOB" T. LLOYD SR.	4,026	38.44%
<b>Total</b>	<b>10,473</b>	

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PADRE DAM MUNICIPAL WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 4		
KIM HALES	5,708	55.75%
IVAN ANDUJAR	4,530	44.25%
<b>Total</b>	<b>10,238</b>	

PALOMAR HEALTH MEMBER, BOARD OF DIRECTORS DIVISION NO. 4		
ABBI L. JAHASKI	10,051	65.31%
LAURA BARRY	5,339	34.69%
<b>Total</b>	<b>15,390</b>	

PALOMAR HEALTH MEMBER, BOARD OF DIRECTORS DIVISION NO. 6		
JEFF GRIFFITH	17,683	61.65%
JOE MUGA	9,524	33.20%
GAURAV DHIMAN	1,477	5.15%
<b>Total</b>	<b>28,684</b>	

PAUMA VALLEY COMMUNITY SERVICES DISTRICT MEMBER, BOARD OF DIRECTORS (Short Term)		
Vote For 2		
LOLO LEVY	271	43.57%
MICHAEL ESPARZA	202	32.48%
BILL COLLIER	149	23.95%
<b>Total</b>	<b>622</b>	

RAINBOW MUNICIPAL WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 1		
LISA HOFFMAN	1,136	52.40%
JULIE JOHNSON	1,032	47.60%
<b>Total</b>	<b>2,168</b>	

RAINBOW MUNICIPAL WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 3 (Short Term)		
GREG IRVINE	1,585	57.24%
CARI DALE	1,184	42.76%
<b>Total</b>	<b>2,769</b>	

RANCHO SANTA FE FIRE PROTECTION DISTRICT MEMBER, BOARD OF DIRECTORS		
Vote For 3		
NANCY C. HILLGREN	8,089	21.23%
JAMES H. ASHCRAFT	6,826	17.91%
KEVIN BARNARD	6,617	17.36%
ANDREW KRYNEN	5,538	14.53%
RANDALL MALIN	5,528	14.51%
DOUGLAS DILL	5,511	14.46%
<b>Total</b>	<b>38,109</b>	

SOUTH BAY WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 5		
ELIZABETH COX	5,105	52.95%
JOSIE CALDERON - SCOTT	4,537	47.05%
<b>Total</b>	<b>9,642</b>	

SWEETWATER COMMUNITY PLANNING GROUP MEMBER, PLANNING GROUP		
Vote For 8		
PATTY O'MARA	3,367	15.27%
JUDITH A. TIEBER	2,607	11.82%
MICHAEL GARROD	2,487	11.28%
FELIX M. FELIX	2,433	11.03%
ELIZABETH LEE STONEHOUSE	2,359	10.70%
PENNI WILSON-NEELY	2,308	10.46%
MARK KUKUCHEK	2,288	10.37%
UWE WERNER	2,178	9.88%
STEPHEN STONEHOUSE	2,028	9.20%
<b>Total</b>	<b>22,055</b>	

TRI-CITY HEALTHCARE DISTRICT MEMBER, BOARD OF DIRECTORS ZONE NO. 1		
ADELA IRMA SANCHEZ	16,538	65.77%
ALLEN L NEWSOME	8,609	34.23%
<b>Total</b>	<b>25,147</b>	

TRI-CITY HEALTHCARE DISTRICT MEMBER, BOARD OF DIRECTORS ZONE NO. 5		
SHEILA BROWN	15,263	62.12%
AARON J. BYZAK	9,307	37.88%
<b>Total</b>	<b>24,570</b>	

TRI-CITY HEALTHCARE DISTRICT MEMBER, BOARD OF DIRECTORS ZONE NO. 7		
NINA CHAYA	16,840	62.63%
VALERIE MITCHELL	10,046	37.37%
<b>Total</b>	<b>26,886</b>	

VALLECITOS WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 4		
JENNIFER KERSCHBAUM	6,354	58.53%
ERIK A. GROSET	4,502	41.47%
<b>Total</b>	<b>10,856</b>	

VALLECITOS WATER DISTRICT MEMBER, BOARD OF DIRECTORS DIVISION NO. 5		
TIFFANY BOYD-HODGSON	6,065	61.19%
HENRY "WALLY" SIMPSON	3,846	38.81%
<b>Total</b>	<b>9,911</b>	

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**VALLEY CENTER COMMUNITY PLANNING GROUP  
MEMBER, PLANNING GROUP**

Vote For 8		
DELORES CHAVEZ HARMES	5,495	11.35%
DORI RATTRAY	4,639	9.58%
KAREN A. LIEBER	4,514	9.32%
BOB LITTLEJOHN	4,494	9.28%
S. MICHELLE BOTHOF	4,430	9.15%
MARY HOPE L. HODSON	4,268	8.81%
CHRISTOPHER "CHRIS" BARBER	4,025	8.31%
TOM J. STINSON	4,012	8.29%
LISA ADAMS	3,568	7.37%
RANDY LIUAG	3,266	6.75%
PATRICK MALLOY	2,955	6.10%
ANDREW NOLL	2,752	5.68%
<b>Total</b>	<b>48,418</b>	

**VISTA FIRE PROTECTION DISTRICT MEMBER,  
BOARD OF DIRECTORS DIVISION B**

ROB FOUIGNER	1,496	75.98%
RICHARD TILCH	473	24.02%
<b>Total</b>	<b>1,969</b>	

**VISTA IRRIGATION DISTRICT MEMBER, BOARD OF  
DIRECTORS DIVISION NO. 2**

BYRON L. OLSON	4,856	70.86%
KAREN M. WILCOX	1,997	29.14%
<b>Total</b>	<b>6,853</b>	

**VISTA IRRIGATION DISTRICT MEMBER, BOARD OF  
DIRECTORS DIVISION NO. 5**

JO MACKENZIE	5,983	65.98%
BILL HARD	3,085	34.02%
<b>Total</b>	<b>9,068</b>	

**PROP 2 - PUBLIC SCHOOL AND COMMUNITY  
COLLEGE FACILITIES BONDS - Majority-Required to  
pass**

YES	783,150	55.63%
NO	624,625	44.37%
<b>Total</b>	<b>1,407,775</b>	

**PROP 3 - RIGHT TO MARRIAGE CONSTITUTIONAL  
AMENDMENT - Majority-Required to pass**

YES	929,477	65.57%
NO	488,011	34.43%
<b>Total</b>	<b>1,417,488</b>	

**PROP 4 - SAFE DRINKING WATER, WILDFIRE  
PREVENTION AND CLIMATE RISK BONDS - Majority-  
Required to pass**

YES	811,585	57.27%
NO	605,458	42.73%
<b>Total</b>	<b>1,417,043</b>	

**PROP 5 - AFFORDABLE HOUSING AND PUBLIC  
INFRASTRUCTURE BONDS - 55% Required to pass**

NO	806,241	57.58%
YES	594,029	42.42%
<b>Total</b>	<b>1,400,270</b>	

**PROP 6 - ELIMINATES INVOLUNTARY SERVITUDE  
FOR INCARCERATED PERSONS - Majority-Required to  
pass**

NO	756,244	54.64%
YES	627,728	45.36%
<b>Total</b>	<b>1,383,972</b>	

**PROP 32 - RAISES MINIMUM WAGE - Majority-  
Required to pass**

NO	761,603	53.51%
YES	661,731	46.49%
<b>Total</b>	<b>1,423,334</b>	

**PROP 33 - EXPANDS LOCAL AUTHORITY TO ENACT  
RENT CONTROL - Majority-Required to pass**

NO	835,944	59.98%
YES	557,730	40.02%
<b>Total</b>	<b>1,393,674</b>	

**PROP 34 - RESTRICTS SPENDING OF  
PRESCRIPTION DRUG REVENUES BY CERTAIN  
HEALTH CARE PROVIDERS - Majority-Required to  
pass**

YES	736,187	55.00%
NO	602,270	45.00%
<b>Total</b>	<b>1,338,457</b>	

**PROP 35 - PERMANENT FUNDING FOR MEDI-CAL  
HEALTH CARE SERVICES - Majority-Required to pass**

YES	908,009	65.77%
NO	472,535	34.23%
<b>Total</b>	<b>1,380,544</b>	

**PROP 36 - ALLOWS FELONY CHARGES AND  
INCREASES SENTENCES FOR CERTAIN CRIMES -  
Majority-Required to pass**

YES	912,939	65.27%
NO	485,821	34.73%
<b>Total</b>	<b>1,398,760</b>	

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COUNTY OF SAN DIEGO - MEASURE G - Majority-Required to pass

NO	701,639	50.46%
YES	688,922	49.54%
<b>Total</b>	<b>1,390,561</b>	

CITY OF CARLSBAD - MEASURE B - Majority-Required to pass

YES	32,759	53.06%
NO	28,981	46.94%
<b>Total</b>	<b>61,740</b>	

CITY OF CHULA VISTA - MEASURE P - Majority-Required to pass

YES	81,009	73.40%
NO	29,361	26.60%
<b>Total</b>	<b>110,370</b>	

CITY OF DEL MAR - MEASURE M - Majority-Required to pass

YES	1,866	71.52%
NO	743	28.48%
<b>Total</b>	<b>2,609</b>	

CITY OF DEL MAR - MEASURE A - Majority-Required to pass

YES	1,652	66.24%
NO	842	33.76%
<b>Total</b>	<b>2,494</b>	

CITY OF EL CAJON - MEASURE J - Majority-Required to pass

YES	22,631	67.97%
NO	10,663	32.03%
<b>Total</b>	<b>33,294</b>	

CITY OF ENCINITAS - MEASURE K - Majority-Required to pass

NO	18,884	51.91%
YES	17,492	48.09%
<b>Total</b>	<b>36,376</b>	

CITY OF ESCONDIDO - MEASURE I - Majority-Required to pass

YES	32,802	61.12%
NO	20,863	38.88%
<b>Total</b>	<b>53,665</b>	

CITY OF LA MESA - MEASURE L - Majority-Required to pass

YES	23,073	81.37%
NO	5,284	18.63%
<b>Total</b>	<b>28,357</b>	

CITY OF LEMON GROVE - MEASURE T - Majority-Required to pass

YES	7,503	71.59%
NO	2,977	28.41%
<b>Total</b>	<b>10,480</b>	

CITY OF NATIONAL CITY - MEASURE R - Majority-Required to pass

NO	10,145	66.15%
YES	5,192	33.85%
<b>Total</b>	<b>15,337</b>	

CITY OF OCEANSIDE - MEASURE X - Majority-Required to pass

YES	55,360	69.67%
NO	24,104	30.33%
<b>Total</b>	<b>79,464</b>	

CITY OF POWAY - MEASURE H - Majority-Required to pass

NO	17,880	68.66%
YES	8,163	31.34%
<b>Total</b>	<b>26,043</b>	

CITY OF SAN DIEGO - MEASURE C - Majority-Required to pass

YES	264,086	67.47%
NO	127,314	32.53%
<b>Total</b>	<b>391,400</b>	

CITY OF SAN DIEGO - MEASURE D - Majority-Required to pass

YES	375,039	72.32%
NO	143,549	27.68%
<b>Total</b>	<b>518,588</b>	

CITY OF SAN DIEGO - MEASURE E - Majority-Required to pass

NO	288,446	50.31%
YES	284,940	49.69%
<b>Total</b>	<b>573,386</b>	

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**CITY OF SAN MARCOS - MEASURE Q - Majority-  
Required to pass**

YES	24,411	60.44%
NO	15,977	39.56%
<b>Total</b>	<b>40,388</b>	

**CITY OF SANTEE - MEASURE S - Majority-Required to  
pass**

NO	14,992	52.30%
YES	13,675	47.70%
<b>Total</b>	<b>28,667</b>	

**SAN DIEGO COMMUNITY COLLEGE DISTRICT -  
MEASURE HH - 55% Required to pass**

BONDS - YES	256,983	60.64%
BONDS - NO	166,782	39.36%
<b>Total</b>	<b>423,765</b>	

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
- MEASURE SW - 55% Required to pass**

BONDS - YES	108,970	59.03%
BONDS - NO	75,636	40.97%
<b>Total</b>	<b>184,606</b>	

**BONSALL UNIFIED SCHOOL DISTRICT - MEASURE V  
- 55% Required to pass**

BONDS - NO	5,536	51.96%
BONDS - YES	5,119	48.04%
<b>Total</b>	<b>10,655</b>	

**RAMONA UNIFIED SCHOOL DISTRICT - MEASURE  
GG - 55% Required to pass**

BONDS - NO	10,139	54.51%
BONDS - YES	8,460	45.49%
<b>Total</b>	<b>18,599</b>	

**SAN MARCOS UNIFIED SCHOOL DISTRICT -  
MEASURE JJ - 55% Required to pass**

BONDS - YES	32,919	57.77%
BONDS - NO	24,064	42.23%
<b>Total</b>	<b>56,983</b>	

**VALLEY CENTER-PAUMA UNIFIED SCHOOL  
DISTRICT - MEASURE SS - 55% Required to pass**

BONDS - NO	7,243	53.00%
BONDS - YES	6,422	47.00%
<b>Total</b>	<b>13,665</b>	

**WARNER UNIFIED SCHOOL DISTRICT - MEASURE  
TT - 55% Required to pass**

BONDS - YES	716	63.36%
BONDS - NO	414	36.64%
<b>Total</b>	<b>1,130</b>	

**FALLBROOK UNION HIGH SCHOOL DISTRICT -  
MEASURE BB - 55% Required to pass**

BONDS - NO	10,870	50.25%
BONDS - YES	10,761	49.75%
<b>Total</b>	<b>21,631</b>	

**SWEETWATER UNION HIGH SCHOOL DISTRICT -  
MEASURE RR - 55% Required to pass**

BONDS - YES	107,629	61.14%
BONDS - NO	68,400	38.86%
<b>Total</b>	<b>176,029</b>	

**ALPINE UNION SCHOOL DISTRICT - MEASURE U -  
55% Required to pass**

BONDS - NO	6,356	60.63%
BONDS - YES	4,127	39.37%
<b>Total</b>	<b>10,483</b>	

**CAJON VALLEY UNION SCHOOL DISTRICT -  
MEASURE W - 55% Required to pass**

BONDS - YES	31,992	52.30%
BONDS - NO	29,182	47.70%
<b>Total</b>	<b>61,174</b>	

**CHULA VISTA ELEMENTARY SCHOOL DISTRICT -  
MEASURE AA - 55% Required to pass**

BONDS - YES	76,517	61.72%
BONDS - NO	47,459	38.28%
<b>Total</b>	<b>123,976</b>	

**DEHESA SCHOOL DISTRICT - MEASURE Y - 55%  
Required to pass**

BONDS - NO	774	60.28%
BONDS - YES	510	39.72%
<b>Total</b>	<b>1,284</b>	

**ENCINITAS UNION SCHOOL DISTRICT - MEASURE Z  
- 55% Required to pass**

BONDS - YES	24,167	56.84%
BONDS - NO	18,347	43.16%
<b>Total</b>	<b>42,514</b>	

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LEMON GROVE SCHOOL DISTRICT - MEASURE CC -  
55% Required to pass

BONDS - YES	8,445	62.54%
BONDS - NO	5,058	37.46%
<b>Total</b>	<b>13,503</b>	

LEMON GROVE SCHOOL DISTRICT - MEASURE EE -  
55% Required to pass

BONDS - YES	8,743	64.49%
BONDS - NO	4,814	35.51%
<b>Total</b>	<b>13,557</b>	

SAN YSIDRO SCHOOL DISTRICT - MEASURE KK -  
55% Required to pass

BONDS - YES	3,554	63.91%
BONDS - NO	2,007	36.09%
<b>Total</b>	<b>5,561</b>	

SAN YSIDRO SCHOOL DISTRICT - MEASURE LL -  
55% Required to pass

BONDS - YES	3,537	63.36%
BONDS - NO	2,045	36.64%
<b>Total</b>	<b>5,582</b>	

SAN YSIDRO SCHOOL DISTRICT - MEASURE MM -  
55% Required to pass

BONDS - YES	4,977	77.95%
BONDS - NO	1,408	22.05%
<b>Total</b>	<b>6,385</b>	

SANTEE SCHOOL DISTRICT - MEASURE NN - 55%  
Required to pass

BONDS - YES	15,580	52.38%
BONDS - NO	14,167	47.62%
<b>Total</b>	<b>29,747</b>	

SOUTH BAY UNION SCHOOL DISTRICT - MEASURE  
PP - 55% Required to pass

BONDS - YES	16,034	66.00%
BONDS - NO	8,259	34.00%
<b>Total</b>	<b>24,293</b>	

SOUTH BAY UNION SCHOOL DISTRICT - MEASURE  
QQ - 55% Required to pass

BONDS - YES	16,523	67.64%
BONDS - NO	7,906	32.36%
<b>Total</b>	<b>24,429</b>	

## RESOLUTION NO. 2024-190

A RESOLUTION OF THE CITY OF ESCONDIDO,  
CALIFORNIA, AUTHORIZING EXAMINATION OF SALES  
OR TRANSACTIONS AND USE TAXES RECORDS

WHEREAS, pursuant to Ordinance Number 2024-08 of the City of Escondido and Revenue and Taxation Code section 7270, the City of Escondido ("City") entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the City Council of the City of Escondido ("City Council") deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department.

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

Section 1. That the City Manager, City Attorney, City Clerk, Deputy City Manager, Director of Finance, and Director of Economic Development, or other officer or employee of the City designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed

to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

Section 2. The information obtained by examination of Department records shall be used only for purposes related to the collection of City transactions and use taxes by the Department pursuant to that contract.

Section 3. That Hinderliter, de Llamas and Associates is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and Hinderliter, de Llamas and Associates:

- a) has an existing contract with the City to examine those sales or transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of City transactions and use taxes by the Department pursuant to the contract between the City and the Department.

Section 4. That Hinderliter, de Llamas and Associates is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to any petition or appeal for the reallocation/redistribution of sales or transactions and use taxes that was filed by Hinderliter, de Llamas and Associates on behalf of the City pursuant to the contract between the Hinderliter, de Llamas and Associates and City. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and the Hinderliter, de Llamas and Associates:

- a) has an existing contract with the City to examine those sales or transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

Section 5. That this resolution supersedes all prior resolutions of the City Council adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

Introduced, approved and adopted this 11<sup>th</sup> day of December 2024.

ATTEST: (s) \_\_\_\_\_  
Zack Beck, City Clerk

I, Zack Beck, City Clerk of the City of Escondido, California, DO HEREBY CERTIFY that the foregoing resolution was duly introduced, approved and adopted by the City Council of the City of Escondido, at a regular meeting of said City Council held on the 11<sup>th</sup> day of December, 2024, by the following roll-call vote:

Ayes: Mayor Dane White, Deputy Mayor Christian Garica, Councilmember Consuelo Martinez, Councilmember Michael Morasco, Councilmember Joe Garcia

Noes:

Absent:

(s) \_\_\_\_\_  
Zack Beck, City Clerk

## RESOLUTION NO. 2024-191

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX

WHEREAS, on December 11, 2024, the City Council adopted Ordinance No. 2024-08 amending the City Municipal Code and providing for local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (“Department”) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a “Preparatory Agreement” and an “Administrative Agreement” prior to implementation of said taxes, and

WHEREAS, the Department requires that the City Council authorize the agreements.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Escondido that the “Preparatory Agreement” attached as Exhibit “A” and the “Administrative Agreement” attached as Exhibit “B” are hereby approved and the Mayor is hereby authorized to execute each agreement.

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The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Escondido held on December 11, 2024, by the following vote, to wit:

AYES: Mayor Dane White, Deputy Mayor Christian Garcia, Councilmember Consuelo Martinez,  
Councilmember Michael Morasco, Councilmember Joe Garcia

NOES:

ABSENT:

DATED: December 11, 2024

ATTEST: (s) \_\_\_\_\_ (s) \_\_\_\_\_  
Zack Beck, City Clerk Dane White, Mayor

## **AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Escondido, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail or through email at [jservices@cdtfa.ca.gov](mailto:jservices@cdtfa.ca.gov). If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at [jservices@cdtfa.ca.gov](mailto:jservices@cdtfa.ca.gov) or by mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration  
P.O. Box 942879 MIC: 27  
Sacramento, California 94279-0027

Attention: Administrator  
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

Zack Beck, City Clerk  
  
201 N. Broadway, Escondido, CA 92025  
  
[zack.beck@escondido.gov](mailto:zack.beck@escondido.gov)

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF ESCONDIDO

By \_\_\_\_\_

\_\_\_\_\_  
Dane White

\_\_\_\_\_  
Mayor

CALIFORNIA DEPARTMENT OF TAX  
AND FEE ADMINISTRATION

By \_\_\_\_\_

Administrator  
Local Revenue Branch

Date: \_\_\_\_\_

Date: December 11, 2024

## **AGREEMENT FOR STATE ADMINISTRATION OF CITY TRANSACTIONS AND USE TAXES**

The City Council of the City of Escondido has adopted, and the voters of the City of Escondido (hereafter called "City" or "District") have approved by the required majority vote, the City of Escondido Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

### **ARTICLE I DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7251, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 2024-08, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

### **ARTICLE II ADMINISTRATION AND COLLECTION OF CITY TAXES**

**A. Administration.** The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

**B. Other Applicable Laws.** City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

**C. Transmittal of money.**

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

**D. Rules.** The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

**E. Preference.** Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

**F. Security.** The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

**G. Records of the Department.**

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

**H. Annexation.** City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

**ARTICLE III**

**ALLOCATION OF TAX**

**A. Allocation.** In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

**B. Vehicles, Vessels, and Aircraft.** For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

#### **ARTICLE IV**

#### **COMPENSATION**

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

#### **ARTICLE V**

#### **MISCELLANEOUS PROVISIONS**

**A. Communications.** Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate or through email at [jservices@cdtfa.ca.gov](mailto:jservices@cdtfa.ca.gov). If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at [jservices@cdtfa.ca.gov](mailto:jservices@cdtfa.ca.gov) or by mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration  
P.O. Box 942879  
Sacramento, California 94279-0027

Attention: Administrator  
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

Zack Beck, City Clerk  
  
201 N. Broadway, Escondido, CA 92025  
  
zack.beck@escondido.gov

**Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.**

**B. Term.** The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on December 11, 2024. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

**C. Notice of Repeal of Ordinance.** City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

**ARTICLE VI**  
**ADMINISTRATION OF TAXES IF THE**  
**ORDINANCE IS CHALLENGED AS BEING INVALID**

**A. Impoundment of funds.**

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

**B. Costs of administration.** Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and

developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF ESCONDIDO

CALIFORNIA STATE DEPARTMENT OF  
TAX AND FEE ADMINISTRATION

By \_\_\_\_\_

By \_\_\_\_\_

Administrator  
Local Revenue Branch

\_\_\_\_\_  
Dane White

Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
December 11, 2024

## ORDINANCE NO. 2024-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADDING CHAPTER 25, ARTICLE 2, DIVISION 2, SECTION 25-33.1 THROUGH 25-33.14 TO THE ESCONDIDO MUNICIPAL CODE TO ESTABLISH A ONE-CENT GENERAL TRANSACTIONS AND USE (SALES) TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION INCLUDING PROVISIONS FOR CITIZENS' OVERSIGHT AND ACCOUNTABILITY

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

**SECTION 1. Title.**

This measure shall be known as the "Escondido Community Investment Measure" (the "Measure"). The City of Escondido hereinafter shall be called "City." This Measure shall be applicable in the incorporated territory of the City.

**Section 2. Purpose.**

The purpose of this measure is to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. To impose a retail transaction and use tax, in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code. This Measure shall be operative if a majority vote of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.
- B. To adopt a retail transaction and use tax measure that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
- C. To adopt a retail transactions and use tax measure that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least

possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting California State Sales and Use Taxes.

- D. To adopt a retail transaction and use tax measure that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of the Measure.
- E. To provide transactions and use tax revenue for unrestricted general revenue purposes, and not specific purposes. All the proceeds from the tax imposed by this Measure shall be placed in the City's general fund and be available for any legal municipal purpose.

### **Section 3. Code Amendment.**

The Escondido Municipal Code is hereby revised to add Chapter 25, Article 2, Division 2, Sections 25-33.1 through 25-33.14, as set forth below, thereby enacting a local transaction and use tax within the City of Escondido to be administered by the California Department of Tax and Fee Administration:

### **CHAPTER 25, ARTICLE 2, DIVISION 2. ONE CENT SALES TAX.**

#### **Section 25-33.1. Transactions and Use Tax Imposition Rate.**

- A. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1 percent (1%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the Operative Date of this Division.
- B. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the Operative Date of this Division for storage, use or other consumption in said territory at the rate of 1 percent (1%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

### **Section 25-33.2. Operative Date.**

“Operative Date” means the first day of the first calendar quarter commencing more than 110 days after the approval of the voters of the City of a measure approving the imposition of the transactions and use tax set forth herein, unless a later Operative Date becomes effective under the provisions of Section 25-33.4.

### **Section 25-33.3. Termination Date.**

The authority to levy the tax imposed by this Division shall expire twenty (20) years after the Operative Date.

### **Section 25-33.4. Contract with California Department of Tax and Fee Administration.**

Prior to the Operative Date, City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this Division; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the Operative Date, it shall nevertheless so contract, and in such a case the Operative Date shall be the first day of the first calendar quarter following the effective date of such a contract.

### **Section 25-33.5. Place of Sale.**

For the purposes of this Division, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the state or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

### **Section 25-33.6. Adoption of Provisions of State Law.**

Except as otherwise provided in this Division and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1

(commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Division as though fully set forth herein.

**Section 25-33.7. Limitations on Adoption of State Law and Collections of Use Taxes.**

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:
  1. The word "State" is used as part of the title of the State Controller, State Treasurer, Victim Compensation and Government Claims Board, California Department of Tax and Fee Administration, State Treasury, or the Constitution of the State of California;
  2. The result of that substitution would require action be taken by or against this City or any agency, office, or employee thereof, rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Division.
  3. In those sections, including but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
    - a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the state under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code; or
    - b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
  4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

- B. The word “City” shall be substituted for the word “State” in the phrase “retailer engaged in business in this State” in Section 6203 and in the definition of that phrase in Section 6203.

**Section 25-33.8. Permit Not Required.**

If a seller’s permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor’s permit shall not be required by this Division.

**Section 25-33.9. Exemptions and Exclusions.**

- A. There shall be excluded from this Division of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.
- B. There are exempted from the computation of the amount of transactions tax the gross receipts from:
  - 1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.
  - 2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:
    - a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft license in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-

of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

- b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
  3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this Division.
  4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of this Division.
  5. For the purposes of subsections (B)(3) and (B)(4) of this section, the sale or lease of tangible personal property shall be deemed to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- C. There are exempted from the use tax imposed by this Division, the storage, use or other consumption in this City of tangible personal property:
1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
  2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this state, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.
  3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this Division.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative Date of this Division.
  5. For the purposes of subsections (C)(3) and (C)(4) of this section, storage, use, or other consumption, or possession of, or exercise or any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
  6. Except as provided in subsections (C)(7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.
  7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.
- D. Any person subject to use tax under this Division may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumptions of which is subject to the use tax.

**Section 25-33.10. Amendments to Revenue and Taxation Code.**

All amendments subsequent to the Operative Date of this Division to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Division; provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Division.

**Section 25-33.11. Enjoining Collection Forbidden.**

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the state or the City, or against any officer of the state or the City, to prevent or enjoin the collection under this Division, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

**Section 25-33.12. Amendments by City Council.**

The following amendments to this Division must be approved by the voters of the City: terminating the tax, increasing or decreasing the tax rate; revising the methodology for calculating the tax, such that a tax increase would result; or, imposing the tax on transactions and uses not previously subject to the tax (unless such amendment occurs automatically by operation of law). The City Council may otherwise amend this Division without submitting the amendment to the voters for approval.

**Section 25-33.13. Use of Proceeds.**

The proceeds from the tax imposed by this Division shall be for unrestricted general revenue purposes of the City and shall be received into the general fund of the City. Nothing in this Division shall constitute the tax imposed under this Division as a special tax, or bind the City to use the proceeds for any specific purpose or function; the City Council shall retain discretion to expend the proceeds of the tax for any lawful purpose of the City.

**Section 25-33.14. Citizens' Oversight and Accountability.**

- A. Purpose. The purpose of the Citizens' Oversight Committee is to ensure citizen participation, open discussion, and accountability regarding the use of the revenue generated under this Division.

- B. Establishment. A Citizens' Oversight Committee ("Committee") is hereby established to oversee revenues received by the City from the transaction and use tax imposed pursuant to this Division, and to ensure that tax revenues are used by the City in a manner consistent with the voter approved measure adopting this Division.
- C. Appointment and Composition of Committee Members.
1. The Citizens' Oversight Committee shall consist of five (5) members, as follows:
    - a. One (1) member shall be a current serving Officer of the Escondido Police Officers Association, as selected by the Association's Board of Directors.
    - b. One (1) member shall be a current serving Officer of the Escondido Firefighters Association, as selected by the Association's Board of Directors.
    - c. Three (3) members shall be appointed by the City Council, as follows:
      - i. One (1) member shall be active in a business organization representing the business community located in the City.
      - ii. One (1) member shall be a representative of the San Diego County Taxpayers Association. In the case that a member of the San Diego County Taxpayers Association cannot be identified to serve on the Committee, solicitation for representation of a bona-fide taxpayers association shall be opened to the broader community.
      - iii. One (1) member shall be of the community at-large.
  2. The City Council shall also appoint one (1) alternate member who will serve only when quorum is not met without his or her participation.
  3. If no representative is able and willing to serve on the Committee in any of the appointment categories specified in subsection (1), the City Council shall have the discretion to appoint a member of the community at-large to fill that Committee position.

4. Upon their appointment and during their incumbency, members of the Committee shall be and remain residents of the incorporated territory of the City. Current and past employees, officials or vendors shall be eligible to serve on the Committee, provided that there are no conflicts of interest as determined by the City Attorney.
5. Candidates for Committee membership pursuant to subsection (1)(c) shall be solicited through an open application process that is promoted through a broad-based recruitment process. Any resident of the incorporated territory of the City of voting age is eligible to apply for Committee membership, subject to the appointment categories specified in subsection (1)(c). All applications will be reviewed by the City Council, who will collectively have the authority to make all final decisions on committee membership.

D. Terms of Service; Vacancies.

1. Members of the Committee shall be appointed for terms of two (2) years. No committee member shall serve more than three (3) consecutive terms.
2. Committee members whose terms expire shall continue to serve until their successor is appointed and qualified. If a vacancy occurs other than by expiration of a term, it shall be filled by appointment for the unexpired portion of the term.
3. Should a member of the Committee fail to attend two (2) consecutive regular meetings, unless excused for cause by the chairperson, that member's service shall be deemed vacant and the member's term ended. The Committee secretary shall immediately notify the City Council of such termination.
4. Committee members shall serve at the pleasure of the City Council and may be removed in the sole determination, with or without cause, notice, hearing or appeal, by the City Council.
5. All Committee members' terms will end when the Escondido Community Investment Measure terminates pursuant to Section 25-33.3.

E. Meetings; Officers; Rules of Procedure; Quorum.

1. The Committee may adopt rules and regulations to govern proceedings and shall set a time for regular meetings which shall be held at least bi-annually.

2. The Committee shall elect a chairperson, vice-chairperson and secretary. Their respective duties shall be as are usually carried out by such officers. In the chairperson, vice-chairperson or secretary's absence or disability, the Committee may designate a chairperson, vice-chairperson or secretary pro tempore. Officers shall hold office for one year and until their successors are elected.
3. A majority of the committee shall constitute a quorum for the transaction of business.
4. Committee meetings are subject to all open-meeting laws, and must be noticed and open to the public. Committee minutes and reports are a matter of public record and must be made available to the public in the manner provided by law.
5. Orientation and training is mandatory for all new committee members. Each committee member shall attend such orientation and training prior to their first regular committee meeting.

F. Powers and Duties.

1. The Citizens' Oversight Committee shall review the revenue collected pursuant to this Division and provide an audit report on the use of that revenue to the City Council at least annually, no later than ninety (90) days following the conclusion of each fiscal year. The Committee shall confine its oversight specifically to revenues generated under this Division.
2. The City Manager or his or her designee shall provide any reasonable administrative or technical assistance required by the Committee to fulfill its responsibilities or publicize its findings.

**Section 4. Effective Date.**

This Measure shall be binding and effective immediately, upon approval by a simple majority of the voters voting on the question at an election called for that purpose.

**Section 5. Severability.**

If any provision of this Measure or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Measure which can be given effect

without the invalid provision or application, and to this end the provisions of this Measure are severable. The people of the City of Escondido hereby declare that they would have passed the Measure irrespective of the invalidity of any particular portion thereof and intend that the invalid portions should be severed and the balance of the Measure be enforced.

**Section 6. Inconsistent Provisions.**

If any provision of this Measure conflicts with other provisions contained in the Escondido Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, the provisions of the Measure shall supersede any other conflicting provision.

**Section 7. Conflicts with State and Federal Law.**

The provisions of this Measure shall not apply to the extent that they would violate state or federal laws.

## CITY OF ESCONDIDO SUMMARY OF ORDINANCES INTRODUCED 07-10-2024:

**Ord. 2024-08** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADDING CHAPTER 25, ARTICLE 2, DIVISION 2, SECTION 25-33.1 THROUGH 25- 33.14 TO THE ESCONDIDO MUNICIPAL CODE TO ESTABLISH A ONE-CENT GENERAL TRANSACTIONS AND USE (SALES) TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION INCLUDING PROVISIONS FOR CITIZENS’ OVERSIGHT AND ACCOUNTABILITY

The full text of the foregoing Ordinance is available at the City Clerk’s office.

DocuSigned by:

*Zack Beck*

Zack Beck

City Clerk



5600 Overland Ave., Ste. 100, San Diego, CA 92123-1266

Telephone: (858) 565-5800 Toll-free: 1 (800) 696-0136 TDD: (858) 694-3441

Web Address: www.sdvote.com

<b>BILL TO:</b> City of Escondido 201 North Broadway Escondido, CA 92025-2709 ATTN: City Clerk	<b>Invoice No: 4198</b> <b>Invoice Date:</b> October 24, 2024 <b>Due Date: November 23, 2024</b> <b>Terms:</b> 30 days
---	---

Description	Amount
<b>November 5, 2024 Presidential Primary Election</b> <b>City of Escondido</b> <b>Advance Deposit Invoice*</b>	
ESCONDIDO - City Treasurer	\$95,000.00
ESCONDIDO - District #3	\$18,000.00
ESCONDIDO - District #4	\$23,000.00
ESCONDIDO - Measure I	\$200,000.00
<i>*An itemized Invoice will be provided after the election (anticipated to be April 2025)</i>	
<i>For questions, please email rov.webpay@sdcounty.ca.gov</i>	<b>TOTAL AMOUNT DUE    \$       336,000</b>

Please make check payable to: <b>County of San Diego</b>  Mail To: Registrar of Voters 5600 Overland Ave., Ste. 100 San Diego, CA 92123 ATTN: Accounting	<b>For ROV Purposes Only</b> Project: 1014501 Org: 47485 Fund: 61324-Trust Account: 80100
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0-30 days	31-60 days	61-90 days	> 90 days	TOTAL
\$336,000.00				



**CYNTHIA L. PAES**  
Registrar of Voters

## County of San Diego

REGISTRAR OF VOTERS

County Operations Center Campus  
5600 Overland Avenue, Suite 100, San Diego, California 92123-1278

Telephone: (858) 565-5800 Toll-free: 1 (800) 696-0136 TTY / TDD: (800) 735-2929  
Facsimile: (858) 505-7294 Web Address: [www.sdvote.com](http://www.sdvote.com)

**SHAWN K. BROM**  
Assistant Registrar of Voters

December 3, 2024

TO: Andrew Potter  
Clerk of the Board of Supervisors

FROM: Cynthia L. Paes  
Registrar of Voters

STATEWIDE GENERAL ELECTION NOVEMBER 5, 2024, CERTIFICATION

Enclosed are the certified results for the following election:

*Jurisdiction:* Statewide General Election

*Election Date:* November 5, 2024

Please contact my staff at (858) 505-7210 if you have any questions regarding this matter.

Enclosure: Election Results

c: Supervisor Nora Vargas, Chair  
Supervisor Terra Lawson-Remer, Vice Chair  
Supervisor Joel Anderson  
Supervisor Monica Montgomery Steppe  
Supervisor Jim Desmond  
Ebony N. Shelton, Chief Administrative Officer  
Caroline Smith, Assistant Chief Administrative Officer  
Brian Albright, Deputy CAO, Finance & General Government Group  
County Board of Education  
LUEG, Community Groups

Continued:

Item6.

Incorporated Cities:

Carlsbad  
 Chula Vista  
 Coronado  
 Del Mar  
 El Cajon  
 Encinitas  
 Escondido  
 Imperial Beach  
 La Mesa  
 Lemon Grove  
 National City  
 Oceanside  
 Poway  
 San Diego  
 San Marcos  
 Santee  
 Vista

Community College Districts:

Grossmont-Cuyamaca  
 MiraCosta  
 Palomar  
 San Diego  
 Southwestern

Unified School Districts:

Bonsall  
 Borrego Springs  
 Carlsbad  
 Coronado  
 Oceanside  
 Poway  
 Ramona  
 San Diego  
 San Marcos  
 Valley Center-Pauma  
 Vista  
 Warner

High School Districts:

Escondido  
 Fallbrook  
 Grossmont  
 Julian  
 San Dieguito  
 Sweetwater

Union/Elementary School Districts:

Alpine  
 Cajon Valley  
 Cardiff  
 Chula Vista  
 Del Mar  
 Dehesa  
 Encinitas  
 Escondido  
 Fallbrook  
 Lakeside  
 Lemon Grove  
 National  
 Rancho Santa Fe  
 San Ysidro  
 Santee  
 South Bay

Special Districts:

Borrego Water  
 Canebrake County Water  
 Fallbrook Community Planning Group  
 Grossmont Healthcare  
 Helix Water  
 Lakeside Fire Protection  
 Lakeside Water  
 Morro Hills Community Services  
 North County Fire Protection  
 Olivenhain Municipal Water  
 Otay Water  
 Padre Dam Municipal Water  
 Palomar Health  
 Pauma Valley Community Services  
 Rainbow Municipal Water  
 Rancho Santa Fe Fire Protection  
 South Bay Water  
 Sweetwater Community Planning Group  
 Tri-City Healthcare  
 Vallecitos Water  
 Valley Center Community Planning Group  
 Vista Fire Protection  
 Vista Irrigation

**CERTIFICATION OF  
COUNTY CLERK/REGISTRAR OF VOTERS OF THE  
RESULTS OF THE CANVASS  
OF THE NOVEMBER 5, 2024,  
GENERAL ELECTION**

STATE OF CALIFORNIA

COUNTY OF San Diego

SS.

I, Cynthia Paes, County Clerk/Registrar of Voters of County of San Diego, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 5, 2024, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 3rd day of December, 2024, at the County of San Diego



  
\_\_\_\_\_  
County Clerk/Registrar of Voters  
County of San Diego  
State of California

Canvass Certification of Elections Official  
(11/2024)

Attachment "2"  
County of San Diego  
Presidential General Election  
November 5, 2024  
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Item6.

	Registered Voters	Turnout
Total Registration and Turnout	1,983,767	1,503,018
Mail		1,275,304
Vote Centers		227,714

PRESIDENT AND VICE PRESIDENT

DEM - KAMALA D. HARRIS / TIM WALZ	841,372	56.93%
REP - DONALD J. TRUMP / JD VANCE	593,270	40.14%
AI - ROBERT F. KENNEDY JR. / NICOLE SHANAHAN	16,387	1.11%
GRN - JILL STEIN / RUDOLPH WARE	14,207	0.96%
LIB - CHASE OLIVER / MIKE TER MAAT	7,487	0.51%
PF - CLAUDIA DE LA CRUZ / KARINA GARCIA	5,063	0.34%
Peter Sonski / Lauren Onak	242	0.02%
<b>Total</b>	<b>1,478,028</b>	

UNITED STATES SENATOR (Full Term)

DEM - ADAM B. SCHIFF	817,805	56.68%
REP - STEVE GARVEY	625,129	43.32%
<b>Total</b>	<b>1,442,934</b>	

UNITED STATES SENATOR (Partial/Unexpired Term)

DEM - ADAM B. SCHIFF	797,127	56.61%
REP - STEVE GARVEY	610,883	43.39%
<b>Total</b>	<b>1,408,010</b>	

UNITED STATES REPRESENTATIVE 48TH DISTRICT  
(SAN DIEGO PORTION ONLY)

REP - DARRELL E. ISSA	142,476	59.09%
DEM - STEPHEN HOULAHAN	98,637	40.91%
<b>Total</b>	<b>241,113</b>	

UNITED STATES REPRESENTATIVE 49TH DISTRICT  
(SAN DIEGO PORTION ONLY)

DEM - MIKE LEVIN	137,469	56.36%
REP - MATT GUNDERSON	106,438	43.64%
<b>Total</b>	<b>243,907</b>	

UNITED STATES REPRESENTATIVE 50TH DISTRICT

DEM - SCOTT PETERS	231,836	64.27%
REP - PETER J. BONO	128,859	35.73%
<b>Total</b>	<b>360,695</b>	

UNITED STATES REPRESENTATIVE 51ST DISTRICT

DEM - SARA JACOBS	198,835	60.70%
REP - BILL WELLS	128,749	39.30%
<b>Total</b>	<b>327,584</b>	

UNITED STATES REPRESENTATIVE 52ND DISTRICT

DEM - JUAN VARGAS	172,217	66.31%
REP - JUSTIN LEE	87,501	33.69%
<b>Total</b>	<b>259,718</b>	

STATE SENATOR 39TH DISTRICT

DEM - AKILAH WEBER	266,830	63.01%
REP - BOB DIVINE	156,616	36.99%
<b>Total</b>	<b>423,446</b>	

MEMBER OF THE STATE ASSEMBLY 74TH DISTRICT  
(SAN DIEGO PORTION ONLY)

DEM - CHRIS DUNCAN	65,972	54.78%
REP - LAURIE DAVIES	54,457	45.22%
<b>Total</b>	<b>120,429</b>	

MEMBER OF THE STATE ASSEMBLY 75TH DISTRICT

REP - CARL DEMAIO	121,167	57.02%
REP - ANDREW HAYES	91,337	42.98%
<b>Total</b>	<b>212,504</b>	

MEMBER OF THE STATE ASSEMBLY 76TH DISTRICT

DEM - DARSHANA PATEL	113,242	54.03%
REP - KRISTIE BRUCE-LANE	96,358	45.97%
<b>Total</b>	<b>209,600</b>	

MEMBER OF THE STATE ASSEMBLY 77TH DISTRICT

DEM - TASHA BOERNER	154,202	60.43%
REP - JAMES BROWNE	100,954	39.57%
<b>Total</b>	<b>255,156</b>	

MEMBER OF THE STATE ASSEMBLY 78TH DISTRICT

DEM - CHRIS WARD	175,178	100.00%
<b>Total</b>	<b>175,178</b>	

MEMBER OF THE STATE ASSEMBLY 79TH DISTRICT

DEM - LASHAE SHARP-COLLINS	79,215	54.03%
DEM - COLIN PARENT	67,390	45.97%
<b>Total</b>	<b>146,605</b>	

MEMBER OF THE STATE ASSEMBLY 80TH DISTRICT

DEM - DAVID A. ALVAREZ	113,768	60.97%
REP - MICHAEL W. WILLIAMS	72,836	39.03%
<b>Total</b>	<b>186,604</b>	

COUNTY BOARD OF EDUCATION 1ST DISTRICT

GREGG ROBINSON	198,977	100.00%
<b>Total</b>	<b>198,977</b>	

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Item6.

COUNTY BOARD OF EDUCATION 2ND DISTRICT

GUADALUPE GONZÁLEZ	167,698	100.00%
<b>Total</b>	<b>167,698</b>	

COUNTY BOARD OF EDUCATION 4TH DISTRICT

ERIN EVANS	174,253	68.29%
SARAH SONG	80,916	31.71%
<b>Total</b>	<b>255,169</b>	

GROSSMONT-CUYAMACA COMMUNITY COLLEGE  
DISTRICT GOVERNING BOARD MEMBER TRUSTEE  
AREA 4

ELENA ADAMS	22,448	50.67%
LEE QUINN	21,851	49.33%
<b>Total</b>	<b>44,299</b>	

MIRACOSTA COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
5

ANN CROSBIE	16,353	66.34%
ALEXANDER THOMAS WELLS III	8,297	33.66%
<b>Total</b>	<b>24,650</b>	

PALOMAR COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
2

YVETTE MARIE ACOSTA	22,512	52.68%
EDWARD POHLERT	20,221	47.32%
<b>Total</b>	<b>42,733</b>	

PALOMAR COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
4

HOLLY M. HAMILTON-BLEAKLEY	40,092	57.88%
MICHELLE RAINS	19,798	28.58%
AMI ADMIRE	9,376	13.54%
<b>Total</b>	<b>69,266</b>	

SAN DIEGO COMMUNITY COLLEGE DISTRICT  
MEMBER, BOARD OF TRUSTEES DISTRICT D

MARIAH JAMESON	50,032	74.93%
ANDREW GOMEZ II	16,740	25.07%
<b>Total</b>	<b>66,772</b>	

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
2

KRISTINE "KRIS" GALICIA BROWN	17,966	59.48%
ERIKA LOWERY	12,239	40.52%
<b>Total</b>	<b>30,205</b>	

BONSALL UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA E

ERIC ORTEGA	798	54.88%
LINDSAY JONES	656	45.12%
<b>Total</b>	<b>1,454</b>	

BORREGO SPRINGS UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER

Vote For 3		
MARTHA DEICHLER	1,084	41.36%
STEVE DUNN	529	20.18%
STEVE RIEHLE	511	19.50%
PETER KELLNER	497	18.96%
<b>Total</b>	<b>2,621</b>	

CARLSBAD UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
2

ALISON EMERY	4,780	62.80%
JEN BELNAP	2,832	37.20%
<b>Total</b>	<b>7,612</b>	

CARLSBAD UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
3

LAURA SIAOSI	4,556	52.89%
EJEHAN TURKER	4,058	47.11%
<b>Total</b>	<b>8,614</b>	

CORONADO UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER

Vote For 2		
RENEE CAVANAUGH	4,339	30.97%
FITZHUGH "FITZ" LEE	4,137	29.53%
BILL SANDKE	3,096	22.10%
SHAWNEE BARTON MERRIMAN	2,438	17.40%
<b>Total</b>	<b>14,010</b>	

OCEANSIDE UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
2

ELEANOR EVANS	6,178	51.51%
EMILY ORTIZ WICHMANN	5,815	48.49%
<b>Total</b>	<b>11,993</b>	

OCEANSIDE UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
5

MIKE BLESSING	6,354	53.44%
ROSIE HIGUERA	5,536	46.56%
<b>Total</b>	<b>11,890</b>	

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Item6.

POWAY UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA A

TIM DOUGHERTY	10,063	55.09%
DEVESH VASHISHTHA	8,205	44.91%
<b>Total</b>	<b>18,268</b>	

POWAY UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA E

DAVID CHENG	6,528	38.34%
CRAIG POND	6,386	37.51%
CINDY SYTSMA	4,111	24.15%
<b>Total</b>	<b>17,025</b>	

RAMONA UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA NO. 3

DAWN PERFECT	2,141	60.89%
STEPHANIE COOTER	1,375	39.11%
<b>Total</b>	<b>3,516</b>	

RAMONA UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA NO. 4

DARYN DRUM	2,423	63.53%
JOHN RAJCIC	1,391	36.47%
<b>Total</b>	<b>3,814</b>	

SAN DIEGO UNIFIED SCHOOL DISTRICT MEMBER,  
BOARD OF EDUCATION DISTRICT A

SABRINA BAZZO	40,289	50.93%
CRYSTAL TRULL	38,818	49.07%
<b>Total</b>	<b>79,107</b>	

SAN DIEGO UNIFIED SCHOOL DISTRICT MEMBER,  
BOARD OF EDUCATION DISTRICT D

RICHARD BARRERA	64,671	100.00%
<b>Total</b>	<b>64,671</b>	

SAN DIEGO UNIFIED SCHOOL DISTRICT MEMBER,  
BOARD OF EDUCATION DISTRICT E

SHARON D. WHITEHURST-PAYNE	49,166	100.00%
<b>Total</b>	<b>49,166</b>	

SAN MARCOS UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA A

HEIDI HERRICK	7,047	56.04%
CARLOS ULLOA	5,527	43.96%
<b>Total</b>	<b>12,574</b>	

SAN MARCOS UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA B

SARAH AHMAD	7,096	58.98%
BRITTANY BOWER	4,935	41.02%
<b>Total</b>	<b>12,031</b>	

SAN MARCOS UNIFIED SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA D

LENA LAUER MEUM	5,949	58.77%
JAIME CHAMBERLIN	4,174	41.23%
<b>Total</b>	<b>10,123</b>	

VISTA UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA NO. 1

MIKE MARKOV	6,728	51.91%
AMANDA "MANDY" REMMEN	6,234	48.09%
<b>Total</b>	<b>12,962</b>	

VISTA UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA NO. 4

CIPRIANO VARGAS	3,371	39.06%
FRANK NUNEZ	3,075	35.63%
ZULEMA GOMEZ	2,184	25.31%
<b>Total</b>	<b>8,630</b>	

VISTA UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA NO. 5

SUE MARTIN	9,540	60.39%
ANTHONY "TJ" CROSSMAN	6,258	39.61%
<b>Total</b>	<b>15,798</b>	

WARNER UNIFIED SCHOOL DISTRICT GOVERNING  
BOARD MEMBER

Vote For 3		
MELISSA KROGH	603	27.41%
MELODY SEES	544	24.73%
GENE DOXEY	533	24.23%
DEBORAH CASTEEL	520	23.64%
<b>Total</b>	<b>2,200</b>	

ESCONDIDO UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
3

CHRISTI KNIGHT	7,538	65.36%
CLAY BROWN	3,995	34.64%
<b>Total</b>	<b>11,533</b>	

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ESCONDIDO UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
4

RYAN S. WILLIAMS	7,848	64.66%
DARA CZERWONKA	4,289	35.34%
<b>Total</b>	<b>12,137</b>	

FALLBROOK UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
4

OSCAR CARALAMPIO	1,721	60.07%
JOSHUA TILLER	1,144	39.93%
<b>Total</b>	<b>2,865</b>	

GROSSMONT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
1

CHRIS FITE	13,923	43.30%
RANDALL DEAR	10,485	32.61%
DEBRA HARRINGTON	4,614	14.35%
AZURE CHRISAWN	3,132	9.74%
<b>Total</b>	<b>32,154</b>	

GROSSMONT UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
2

SCOTT ECKERT	14,768	36.64%
JAY STEIGER	13,645	33.85%
JIM STIERINGER	7,980	19.80%
MARSHA J. CHRISTMAN	3,914	9.71%
<b>Total</b>	<b>40,307</b>	

JULIAN UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER

Vote For 2		
BRITNI A MUSHET	986	30.37%
MIKE CHARLONNE	738	22.73%
ERIK FLEET	612	18.85%
CAROL M. FRAUSTO	581	17.89%
ADRYENN CANTOR	330	10.16%
<b>Total</b>	<b>3,247</b>	

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
2

JODIE WILLIAMS	10,126	51.22%
KELLY FRIIS	9,643	48.78%
<b>Total</b>	<b>19,769</b>	

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
4

MICHAEL ALLMAN	8,990	51.12%
KEVIN SABELLICO	8,595	48.88%
<b>Total</b>	<b>17,585</b>	

SWEETWATER UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA 2

ADRIAN E. ARANCIBIA	21,226	56.72%
ANGELICA S. MARTINEZ	16,195	43.28%
<b>Total</b>	<b>37,421</b>	

SWEETWATER UNION HIGH SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA 4

RODOLFO "RUDY" LOPEZ	19,192	62.68%
OLGA ESPINOZA	11,426	37.32%
<b>Total</b>	<b>30,618</b>	

ALPINE UNION SCHOOL DISTRICT GOVERNING  
BOARD MEMBER

Vote For 2		
ERIKA SIMMONS	5,814	38.34%
TRAVIS LYON	5,355	35.31%
CEE GOULD	2,313	15.25%
JOSEPH PERRICONE	1,682	11.09%
<b>Total</b>	<b>15,164</b>	

CAJON VALLEY UNION SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
3 (Short Term)

EMILY "LILY" SCHWORM	3,895	59.66%
DINA POLUS	2,634	40.34%
<b>Total</b>	<b>6,529</b>	

CAJON VALLEY UNION SCHOOL DISTRICT  
GOVERNING BOARD MEMBER TRUSTEE AREA NO.  
5

JIM MILLER	6,888	47.02%
ODAY YOUSIF	4,355	29.73%
ALEX WELLING	3,407	23.26%
<b>Total</b>	<b>14,650</b>	

CARDIFF SCHOOL DISTRICT GOVERNING BOARD  
MEMBER

Vote For 2		
RHEA STEWART	2,997	33.69%
RICHARD BROCCCHINI	2,958	33.25%
NANCY ORR	2,941	33.06%
<b>Total</b>	<b>8,896</b>	

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
GOVERNING BOARD MEMBER SEAT NO. 2

LUCY UGARTE	80,824	69.85%
SHARMANE ESTOLANO	34,885	30.15%
<b>Total</b>	<b>115,709</b>	

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CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
GOVERNING BOARD MEMBER SEAT NO. 4

FRANCISCO TAMAYO	34,227	29.61%
KATE BISHOP	27,681	23.94%
TANYA WILLIAMS	26,232	22.69%
JESUS F. PARTIDA	15,977	13.82%
ZENITH KHAN	11,491	9.94%
<b>Total</b>	<b>115,608</b>	

DEL MAR UNION SCHOOL DISTRICT GOVERNING  
BOARD MEMBER

Vote For 2		
GEE WAH MOK	10,885	33.88%
BILL PORTER	9,445	29.40%
DANIELLE ROYBAL	6,700	20.85%
HELEN DOYLE	5,101	15.88%
<b>Total</b>	<b>32,131</b>	

DEL MAR UNION SCHOOL DISTRICT GOVERNING  
BOARD MEMBER (Short Term)

ALAN SCOTT KHOLOS	12,805	66.98%
GENEVIEVE OKADA GOLDSTONE	6,312	33.02%
<b>Total</b>	<b>19,117</b>	

ENCINITAS UNION SCHOOL DISTRICT GOVERNING  
BOARD MEMBER

Vote For 2		
MONICA LEE	19,951	35.22%
MARLON TAYLOR	18,466	32.60%
JILLIAN COCAYNE	18,232	32.18%
<b>Total</b>	<b>56,649</b>	

ENCINITAS UNION SCHOOL DISTRICT GOVERNING  
BOARD MEMBER (Short Term)

TOM MORTON	19,053	51.36%
AIMEE SPROUL	18,042	48.64%
<b>Total</b>	<b>37,095</b>	

ESCONDIDO UNION SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA NO. 3

MARK OLSON	6,563	53.16%
JUAN MANUEL VARGAS	5,783	46.84%
<b>Total</b>	<b>12,346</b>	

FALLBROOK UNION ELEMENTARY SCHOOL  
DISTRICT GOVERNING BOARD MEMBER TRUSTEE  
AREA NO. 2

LIEF HANSEN	1,481	69.30%
LESLIE SOMMERS	656	30.70%
<b>Total</b>	<b>2,137</b>	

FALLBROOK UNION ELEMENTARY SCHOOL  
DISTRICT GOVERNING BOARD MEMBER TRUSTEE  
AREA NO. 4 (Short Term)

MARIA G. MORAN	3,228	50.56%
CONSTANCE FISH	3,156	49.44%
<b>Total</b>	<b>6,384</b>	

LAKESIDE UNION SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA NO. 2

AUTUMN ELLENSON	2,957	75.24%
TWILA GODLEY	973	24.76%
<b>Total</b>	<b>3,930</b>	

NATIONAL SCHOOL DISTRICT GOVERNING BOARD  
MEMBER

Vote For 2		
CINDY LOPEZ	6,400	30.46%
MICHELLE GATES	5,841	27.80%
MARIA MIRANDA	4,544	21.63%
ROCINA LIZARRAGA	4,223	20.10%
<b>Total</b>	<b>21,008</b>	

RANCHO SANTA FE SCHOOL DISTRICT GOVERNING  
BOARD MEMBER

Vote For 3		
KAREN "KATE" BUTLER	1,511	21.62%
KERRY VINCI	1,395	19.96%
ANNETTE ROSS	1,230	17.60%
MARIA LUONI	742	10.62%
VICTORIA GAMBLE	737	10.55%
JANICE LEE HOLOWKA	720	10.30%
KAREN ESCHRICH	653	9.34%
<b>Total</b>	<b>6,988</b>	

SAN YSIDRO SCHOOL DISTRICT GOVERNING  
BOARD MEMBER

Vote For 2		
ANTONIO MARTINEZ	6,444	37.95%
KENIA PERAZA	3,555	20.94%
JOSE MANUEL DIRCIO	2,319	13.66%
YVETTE OLEA	1,834	10.80%
MARTIN ARIAS	1,646	9.69%
ROSALEAH PALLASIGUE	1,183	6.97%
<b>Total</b>	<b>16,981</b>	

SANTEE SCHOOL DISTRICT GOVERNING BOARD  
MEMBER SEAT NO. 4

TRACIE THILL	16,446	59.94%
MONIQUE SILVER	10,992	40.06%
<b>Total</b>	<b>27,438</b>	

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SOUTH BAY UNION SCHOOL DISTRICT GOVERNING  
BOARD MEMBER TRUSTEE AREA NO. 4 (Short Term)

MANUEL "MANNY" ESPARZA	2,448	57.84%
LIZBETH BECERRA	1,784	42.16%
<b>Total</b>	<b>4,232</b>	

MEMBER, BOARD OF SUPERVISORS DISTRICT NO.  
1

NORA VARGAS	127,708	62.46%
ALEJANDRO GALICIA	76,761	37.54%
<b>Total</b>	<b>204,469</b>	

MEMBER, BOARD OF SUPERVISORS DISTRICT NO.  
2

JOEL ANDERSON	155,232	59.81%
GINA JACOBS	104,326	40.19%
<b>Total</b>	<b>259,558</b>	

MEMBER, BOARD OF SUPERVISORS DISTRICT NO.  
3

TERRA LAWSON-REMER	178,781	56.98%
KEVIN L. FAULCONER	134,991	43.02%
<b>Total</b>	<b>313,772</b>	

CITY OF CARLSBAD MEMBER, CITY COUNCIL  
DISTRICT NO. 2

KEVIN SHIN	8,414	58.14%
TYLER COLLINS	6,057	41.86%
<b>Total</b>	<b>14,471</b>	

CITY OF CARLSBAD MEMBER, CITY COUNCIL  
DISTRICT NO. 4

TERESA ACOSTA	9,380	55.53%
GREG DAY	7,511	44.47%
<b>Total</b>	<b>16,891</b>	

CITY OF CARLSBAD TREASURER (Short Term)

CHRISTIAN PEACOX	14,877	28.16%
THOMAS KROUSE, JR.	13,506	25.56%
GREGORIO KAHN	12,931	24.47%
MICHAEL J. WILLIAMS	11,521	21.81%
<b>Total</b>	<b>52,835</b>	

CITY OF CHULA VISTA MEMBER, CITY COUNCIL  
DISTRICT NO. 3

MICHAEL INZUNZA	18,508	68.58%
LETICIA MUNGUIA	8,478	31.42%
<b>Total</b>	<b>26,986</b>	

CITY OF CHULA VISTA MEMBER, CITY COUNCIL  
DISTRICT NO. 4

CESAR FERNANDEZ	13,401	60.75%
RUDY RAMIREZ	8,659	39.25%
<b>Total</b>	<b>22,060</b>	

CITY OF CORONADO MAYOR

JOHN DUNCAN	4,124	45.50%
CASEY TANAKA	3,819	42.13%
MIKE DONOVAN	1,121	12.37%
<b>Total</b>	<b>9,064</b>	

CITY OF CORONADO MEMBER, CITY COUNCIL

Vote For 2		
MARK FLEMING	3,524	22.57%
AMY STEWARD	3,093	19.81%
LAURA WILKINSON SINTON	3,013	19.30%
MARK WARNER	2,555	16.37%
CHRISTINE MOTT	2,187	14.01%
ANDREW GADE	1,240	7.94%
<b>Total</b>	<b>15,612</b>	

CITY OF DEL MAR MEMBER, CITY COUNCIL

Vote For 3		
TRACY MARTINEZ	1,633	39.56%
JOHN W. SPELICH	1,380	33.43%
DANIEL QUIRK	1,115	27.01%
<b>Total</b>	<b>4,128</b>	

CITY OF EL CAJON MEMBER, CITY COUNCIL  
DISTRICT NO. 2

MICHELLE METSHEL	4,636	100.00%
<b>Total</b>	<b>4,636</b>	

CITY OF EL CAJON MEMBER, CITY COUNCIL  
DISTRICT NO. 3

STEVE GOBLE	5,754	66.95%
COURTNEY HALL	2,840	33.05%
<b>Total</b>	<b>8,594</b>	

CITY OF EL CAJON MEMBER, CITY COUNCIL  
DISTRICT NO. 4

PHIL ORTIZ	4,823	100.00%
<b>Total</b>	<b>4,823</b>	

CITY OF ENCINITAS MAYOR

BRUCE EHLERS	18,311	52.39%
TONY KRANZ	16,638	47.61%
<b>Total</b>	<b>34,949</b>	

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CITY OF ENCINITAS MEMBER, CITY COUNCIL  
DISTRICT NO. 1

LUKE SHAFFER	5,329	57.00%
ALLISON BLACKWELL	4,020	43.00%
<b>Total</b>	<b>9,349</b>	

CITY OF ENCINITAS MEMBER, CITY COUNCIL  
DISTRICT NO. 2

JIM O'HARA	4,109	55.47%
DESTINY PRESTON	3,298	44.53%
<b>Total</b>	<b>7,407</b>	

CITY OF ESCONDIDO MEMBER, CITY COUNCIL  
DISTRICT NO. 3

CHRISTIAN GARCIA	5,594	60.94%
VERONICA CIGARROA	2,513	27.37%
CHRISTINE SPENCER	1,073	11.69%
<b>Total</b>	<b>9,180</b>	

CITY OF ESCONDIDO MEMBER, CITY COUNCIL  
DISTRICT NO. 4

JUDY FITZGERALD	10,190	68.42%
RODERICK "ROD" HOWELL	4,704	31.58%
<b>Total</b>	<b>14,894</b>	

CITY OF ESCONDIDO TREASURER

DOUGLAS W. SHULTZ	40,680	100.00%
<b>Total</b>	<b>40,680</b>	

CITY OF IMPERIAL BEACH MEMBER, CITY COUNCIL  
DISTRICT NO. 2

JOHN "JACK" FISHER	1,076	42.56%
MARTIN "MARTY" MATTES	799	31.61%
BEN SWEARINGEN	653	25.83%
<b>Total</b>	<b>2,528</b>	

CITY OF IMPERIAL BEACH MEMBER, CITY COUNCIL  
DISTRICT NO. 4

MATTHEW LEYBA-GONZALEZ	1,061	68.28%
LINDA KAYE	493	31.72%
<b>Total</b>	<b>1,554</b>	

CITY OF LA MESA MEMBER, CITY COUNCIL

Vote For 2		
LAUREN CAZARES	12,587	32.22%
GENEVIEVE SUZUKI	11,984	30.68%
KRISTINE C. ALESSIO	11,238	28.77%
SHAWN TOWNSEND	3,253	8.33%
<b>Total</b>	<b>39,062</b>	

CITY OF LEMON GROVE MAYOR

ALYSSON SNOW	4,059	39.77%
LIANA LEBARON	3,087	30.25%
RACQUEL VASQUEZ	3,059	29.98%
<b>Total</b>	<b>10,205</b>	

CITY OF LEMON GROVE MEMBER, CITY COUNCIL

Vote For 2		
JESSYKA HEREDIA	4,494	29.13%
SITIVI "STEVE" FAIAI	4,051	26.26%
GEORGE GASTIL	3,757	24.35%
SETH SMITH	3,127	20.27%
<b>Total</b>	<b>15,429</b>	

CITY OF NATIONAL CITY MEMBER, CITY COUNCIL  
DISTRICT NO. 2

JOSE RODRIGUEZ	2,578	73.32%
RANDI CASTLE-SALGADO	938	26.68%
<b>Total</b>	<b>3,516</b>	

CITY OF NATIONAL CITY MEMBER, CITY COUNCIL  
DISTRICT NO. 4

MARCUS BUSH	1,736	43.77%
VICTOR M. ARREOLA	1,509	38.05%
DANIEL PEREZ	721	18.18%
<b>Total</b>	<b>3,966</b>	

CITY OF OCEANSIDE MAYOR

ESTHER SANCHEZ	39,100	50.15%
RYAN KEIM	38,868	49.85%
<b>Total</b>	<b>77,968</b>	

CITY OF OCEANSIDE MEMBER, CITY COUNCIL  
DISTRICT NO. 3

JIMMY FIGUEROA	10,250	47.53%
LAURA BASSETT	8,804	40.82%
TOM DEMOOY	1,679	7.79%
AUSTIN SORENSEN	833	3.86%
<b>Total</b>	<b>21,566</b>	

CITY OF OCEANSIDE MEMBER, CITY COUNCIL  
DISTRICT NO. 4

PETER WEISS	8,995	45.15%
AMBER KAE NIUATO A	5,810	29.16%
OMAR HASHIMI	5,119	25.69%
<b>Total</b>	<b>19,924</b>	

CITY OF OCEANSIDE CITY CLERK

ZEB NAVARRO	62,004	100.00%
<b>Total</b>	<b>62,004</b>	

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CITY OF OCEANSIDE TREASURER

PHYLLIS DOMINGUEZ	24,843	35.32%
VICTOR ROY	23,849	33.90%
JACK FERNANDES	21,654	30.78%
<b>Total</b>	<b>70,346</b>	

CITY OF POWAY MEMBER, CITY COUNCIL DISTRICT NO. 2

TONY BLAIN	2,783	37.84%
VANESSA SPRINGETT	2,515	34.19%
JARED WILSON	2,057	27.97%
<b>Total</b>	<b>7,355</b>	

CITY OF POWAY MEMBER, CITY COUNCIL DISTRICT NO. 4

JENNY C. MAEDA	2,463	50.12%
CAYLIN FRANK	2,451	49.88%
<b>Total</b>	<b>4,914</b>	

CITY OF SAN DIEGO MAYOR

TODD GLORIA	317,015	55.35%
LARRY TURNER	255,782	44.65%
<b>Total</b>	<b>572,797</b>	

CITY OF SAN DIEGO MEMBER, CITY COUNCIL DISTRICT NO. 3

STEPHEN WHITBURN	38,344	57.53%
COLEEN CUSACK	28,303	42.47%
<b>Total</b>	<b>66,647</b>	

CITY OF SAN DIEGO MEMBER, CITY COUNCIL DISTRICT NO. 9

SEAN ELO-RIVERA	28,106	60.71%
TERRY HOSKINS	18,189	39.29%
<b>Total</b>	<b>46,295</b>	

CITY OF SAN DIEGO CITY ATTORNEY

HEATHER FERBERT	282,912	56.83%
BRIAN MAIENSCHIN	214,872	43.17%
<b>Total</b>	<b>497,784</b>	

CITY OF SAN MARCOS MEMBER, CITY COUNCIL DISTRICT NO. 3

DANIELLE LEBLANG	5,552	57.09%
ALAN GERACI	4,173	42.91%
<b>Total</b>	<b>9,725</b>	

CITY OF SAN MARCOS MEMBER, CITY COUNCIL DISTRICT NO. 4

ED MUSGROVE	6,846	64.49%
NATASHA ZANDER HILMES	3,769	35.51%
<b>Total</b>	<b>10,615</b>	

CITY OF SANTEE MAYOR

JOHN W. MINTO	20,733	77.80%
KELLI L. O'BRIEN	5,917	22.20%
<b>Total</b>	<b>26,650</b>	

CITY OF SANTEE MEMBER, CITY COUNCIL DISTRICT NO. 3

LAURA KOVAL	5,317	100.00%
<b>Total</b>	<b>5,317</b>	

CITY OF SANTEE MEMBER, CITY COUNCIL DISTRICT NO. 4

DUSTIN TROTTER	4,342	62.36%
AUGIE SCALZITTI	2,621	37.64%
<b>Total</b>	<b>6,963</b>	

CITY OF VISTA MEMBER, CITY COUNCIL DISTRICT NO. 2

JEFF FOX	6,047	62.35%
ANTHONY WHITE	3,651	37.65%
<b>Total</b>	<b>9,698</b>	

CITY OF VISTA MEMBER, CITY COUNCIL DISTRICT NO. 3

KATIE MELENDEZ	4,323	55.32%
DENISSE BARRAGAN	3,492	44.68%
<b>Total</b>	<b>7,815</b>	

BORREGO WATER DISTRICT MEMBER, BOARD OF DIRECTORS

Vote For 2		
MARTHA DEICHLER	738	37.98%
TAMMY BAKER	505	25.99%
DIANE E. JOHNSON	418	21.51%
PETER KELLNER	282	14.51%
<b>Total</b>	<b>1,943</b>	

CANEBRAKE COUNTY WATER DISTRICT MEMBER, BOARD OF DIRECTORS

Vote For 2		
CHRISTOPHER MACDONALD	14	43.75%
MARSHA CAMPBELL	12	37.50%
JERALD BUCHEIT	6	18.75%
<b>Total</b>	<b>32</b>	

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FALLBROOK COMMUNITY PLANNING GROUP  
MEMBER, PLANNING GROUP

Vote For 8		
ALDO ALVIDRES	11,590	12.14%
ROSS PIKE	11,305	11.84%
THOMAS GERALD HARRINGTON IV	11,146	11.68%
ROY MOOSA	10,448	10.95%
STEPHANI BAXTER	9,922	10.40%
KATHLEEN "KATHIE" MORRIS	9,413	9.86%
LEE J. DE MEO	9,068	9.50%
JIM LOGE	8,786	9.21%
MARK MERVICH	7,946	8.33%
MARK HOYE	5,818	6.10%
<b>Total</b>	<b>95,442</b>	

GROSSMONT HEALTHCARE DISTRICT MEMBER,  
BOARD OF DIRECTORS ZONE NO. 3

NADIA FARJOOD	23,515	55.69%
BRENDA MILLER	18,711	44.31%
<b>Total</b>	<b>42,226</b>	

HELIX WATER DISTRICT MEMBER, BOARD OF  
DIRECTORS DIVISION NO. 3

MARK A. GRACYK	12,434	65.25%
JEANETTE ERICKSON	6,622	34.75%
<b>Total</b>	<b>19,056</b>	

LAKESIDE FIRE PROTECTION DISTRICT MEMBER,  
BOARD OF DIRECTORS DIVISION NO. 3

JAMES BINGHAM	5,217	83.82%
SANDRA DEAKINS	1,007	16.18%
<b>Total</b>	<b>6,224</b>	

LAKESIDE WATER DISTRICT MEMBER, BOARD OF  
DIRECTORS DIVISION NO. 4

STEVE ROBAK	1,609	67.98%
JEANNE SWARINGEN	758	32.02%
<b>Total</b>	<b>2,367</b>	

MORRO HILLS COMMUNITY SERVICES DISTRICT  
MEMBER, BOARD OF DIRECTORS

Vote For 3		
JEFF WALKER	354	28.80%
THOMAS HARRINGTON III	278	22.62%
JEANINE ROSKOS	228	18.55%
BILL WEBER	189	15.38%
CHARLENE WEBER	180	14.65%
<b>Total</b>	<b>1,229</b>	

NORTH COUNTY FIRE PROTECTION DISTRICT  
MEMBER, BOARD OF DIRECTORS DIVISION NO. 1

ROSS PIKE	1,559	73.43%
JEANETTE BARRAGAN	564	26.57%
<b>Total</b>	<b>2,123</b>	

NORTH COUNTY FIRE PROTECTION DISTRICT  
MEMBER, BOARD OF DIRECTORS DIVISION NO. 4

JEFF EGKAN	4,801	74.03%
JOHN VAN DOORN	1,684	25.97%
<b>Total</b>	<b>6,485</b>	

NORTH COUNTY FIRE PROTECTION DISTRICT  
MEMBER, BOARD OF DIRECTORS DIVISION NO. 5

MARK BARTHOLOMEW	4,684	80.23%
SHEILA A. LANCASTER	1,154	19.77%
<b>Total</b>	<b>5,838</b>	

OLIVENHAIN MUNICIPAL WATER DISTRICT  
MEMBER, BOARD OF DIRECTORS DIVISION NO. 2

SCOTT MALONI	4,481	58.31%
ERIC K. ARMSTRONG	1,752	22.80%
GREG BARTH	865	11.26%
ERIC T. ANDERSON	587	7.64%
<b>Total</b>	<b>7,685</b>	

OLIVENHAIN MUNICIPAL WATER DISTRICT  
MEMBER, BOARD OF DIRECTORS DIVISION NO. 5

NEAL MEYERS	3,968	54.48%
CHRIS CIEPLEY	3,315	45.52%
<b>Total</b>	<b>7,283</b>	

OTAY WATER DISTRICT MEMBER, BOARD OF  
DIRECTORS DIVISION NO. 2

DELFINA GONZALEZ	9,537	58.08%
RYAN KEYES	6,883	41.92%
<b>Total</b>	<b>16,420</b>	

OTAY WATER DISTRICT MEMBER, BOARD OF  
DIRECTORS DIVISION NO. 5

MARK ROBAK	12,161	58.36%
GREGORY J MARTINEZ	8,676	41.64%
<b>Total</b>	<b>20,837</b>	

PADRE DAM MUNICIPAL WATER DISTRICT  
MEMBER, BOARD OF DIRECTORS DIVISION NO. 2

SUZANNE TILL	6,447	61.56%
ROBERT "BOB" T. LLOYD SR.	4,026	38.44%
<b>Total</b>	<b>10,473</b>	

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PADRE DAM MUNICIPAL WATER DISTRICT  
MEMBER, BOARD OF DIRECTORS DIVISION NO. 4

KIM HALES	5,708	55.75%
IVAN ANDUJAR	4,530	44.25%
<b>Total</b>	<b>10,238</b>	

PALOMAR HEALTH MEMBER, BOARD OF  
DIRECTORS DIVISION NO. 4

ABBI L. JAHASKI	10,051	65.31%
LAURA BARRY	5,339	34.69%
<b>Total</b>	<b>15,390</b>	

PALOMAR HEALTH MEMBER, BOARD OF  
DIRECTORS DIVISION NO. 6

JEFF GRIFFITH	17,683	61.65%
JOE MUGA	9,524	33.20%
GAURAV DHIMAN	1,477	5.15%
<b>Total</b>	<b>28,684</b>	

PAUMA VALLEY COMMUNITY SERVICES DISTRICT  
MEMBER, BOARD OF DIRECTORS (Short Term)

Vote For 2		
LOLO LEVY	271	43.57%
MICHAEL ESPARZA	202	32.48%
BILL COLLIER	149	23.95%
<b>Total</b>	<b>622</b>	

RAINBOW MUNICIPAL WATER DISTRICT MEMBER,  
BOARD OF DIRECTORS DIVISION NO. 1

LISA HOFFMAN	1,136	52.40%
JULIE JOHNSON	1,032	47.60%
<b>Total</b>	<b>2,168</b>	

RAINBOW MUNICIPAL WATER DISTRICT MEMBER,  
BOARD OF DIRECTORS DIVISION NO. 3 (Short Term)

GREG IRVINE	1,585	57.24%
CARI DALE	1,184	42.76%
<b>Total</b>	<b>2,769</b>	

RANCHO SANTA FE FIRE PROTECTION DISTRICT  
MEMBER, BOARD OF DIRECTORS

Vote For 3		
NANCY C. HILLGREN	8,089	21.23%
JAMES H. ASHCRAFT	6,826	17.91%
KEVIN BARNARD	6,617	17.36%
ANDREW KRYNEN	5,538	14.53%
RANDALL MALIN	5,528	14.51%
DOUGLAS DILL	5,511	14.46%
<b>Total</b>	<b>38,109</b>	

SOUTH BAY WATER DISTRICT MEMBER, BOARD OF  
DIRECTORS DIVISION NO. 5

ELIZABETH COX	5,105	52.95%
JOSIE CALDERON - SCOTT	4,537	47.05%
<b>Total</b>	<b>9,642</b>	

SWEETWATER COMMUNITY PLANNING GROUP  
MEMBER, PLANNING GROUP

Vote For 8		
PATTY O'MARA	3,367	15.27%
JUDITH A. TIEBER	2,607	11.82%
MICHAEL GARROD	2,487	11.28%
FELIX M. FELIX	2,433	11.03%
ELIZABETH LEE STONEHOUSE	2,359	10.70%
PENNI WILSON-NEELY	2,308	10.46%
MARK KUKUCHEK	2,288	10.37%
UWE WERNER	2,178	9.88%
STEPHEN STONEHOUSE	2,028	9.20%
<b>Total</b>	<b>22,055</b>	

TRI-CITY HEALTHCARE DISTRICT MEMBER, BOARD  
OF DIRECTORS ZONE NO. 1

ADELA IRMA SANCHEZ	16,538	65.77%
ALLEN L NEWSOME	8,609	34.23%
<b>Total</b>	<b>25,147</b>	

TRI-CITY HEALTHCARE DISTRICT MEMBER, BOARD  
OF DIRECTORS ZONE NO. 5

SHEILA BROWN	15,263	62.12%
AARON J. BYZAK	9,307	37.88%
<b>Total</b>	<b>24,570</b>	

TRI-CITY HEALTHCARE DISTRICT MEMBER, BOARD  
OF DIRECTORS ZONE NO. 7

NINA CHAYA	16,840	62.63%
VALERIE MITCHELL	10,046	37.37%
<b>Total</b>	<b>26,886</b>	

VALLECITOS WATER DISTRICT MEMBER, BOARD  
OF DIRECTORS DIVISION NO. 4

JENNIFER KERSCHBAUM	6,354	58.53%
ERIK A. GROSET	4,502	41.47%
<b>Total</b>	<b>10,856</b>	

VALLECITOS WATER DISTRICT MEMBER, BOARD  
OF DIRECTORS DIVISION NO. 5

TIFFANY BOYD-HODGSON	6,065	61.19%
HENRY "WALLY" SIMPSON	3,846	38.81%
<b>Total</b>	<b>9,911</b>	

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Item6.

VALLEY CENTER COMMUNITY PLANNING GROUP  
MEMBER, PLANNING GROUP

Vote For 8		
DELORES CHAVEZ HARMES	5,495	11.35%
DORI RATTRAY	4,639	9.58%
KAREN A. LIEBER	4,514	9.32%
BOB LITTLEJOHN	4,494	9.28%
S. MICHELLE BOTHOF	4,430	9.15%
MARY HOPE L. HODSON	4,268	8.81%
CHRISTOPHER "CHRIS" BARBER	4,025	8.31%
TOM J. STINSON	4,012	8.29%
LISA ADAMS	3,568	7.37%
RANDY LIUAG	3,266	6.75%
PATRICK MALLOY	2,955	6.10%
ANDREW NOLL	2,752	5.68%
<b>Total</b>	<b>48,418</b>	

VISTA FIRE PROTECTION DISTRICT MEMBER,  
BOARD OF DIRECTORS DIVISION B

ROB FOUGNER	1,496	75.98%
RICHARD TILCH	473	24.02%
<b>Total</b>	<b>1,969</b>	

VISTA IRRIGATION DISTRICT MEMBER, BOARD OF  
DIRECTORS DIVISION NO. 2

BYRON L. OLSON	4,856	70.86%
KAREN M. WILCOX	1,997	29.14%
<b>Total</b>	<b>6,853</b>	

VISTA IRRIGATION DISTRICT MEMBER, BOARD OF  
DIRECTORS DIVISION NO. 5

JO MACKENZIE	5,983	65.98%
BILL HARD	3,085	34.02%
<b>Total</b>	<b>9,068</b>	

PROP 2 - PUBLIC SCHOOL AND COMMUNITY  
COLLEGE FACILITIES BONDS - Majority-Required to  
pass

YES	783,150	55.63%
NO	624,625	44.37%
<b>Total</b>	<b>1,407,775</b>	

PROP 3 - RIGHT TO MARRIAGE CONSTITUTIONAL  
AMENDMENT - Majority-Required to pass

YES	929,477	65.57%
NO	488,011	34.43%
<b>Total</b>	<b>1,417,488</b>	

PROP 4 - SAFE DRINKING WATER, WILDFIRE  
PREVENTION AND CLIMATE RISK BONDS - Majority-  
Required to pass

YES	811,585	57.27%
NO	605,458	42.73%
<b>Total</b>	<b>1,417,043</b>	

PROP 5 - AFFORDABLE HOUSING AND PUBLIC  
INFRASTRUCTURE BONDS - 55% Required to pass

NO	806,241	57.58%
YES	594,029	42.42%
<b>Total</b>	<b>1,400,270</b>	

PROP 6 - ELIMINATES INVOLUNTARY SERVITUDE  
FOR INCARCERATED PERSONS - Majority-Required to  
pass

NO	756,244	54.64%
YES	627,728	45.36%
<b>Total</b>	<b>1,383,972</b>	

PROP 32 - RAISES MINIMUM WAGE - Majority-  
Required to pass

NO	761,603	53.51%
YES	661,731	46.49%
<b>Total</b>	<b>1,423,334</b>	

PROP 33 - EXPANDS LOCAL AUTHORITY TO ENACT  
RENT CONTROL - Majority-Required to pass

NO	835,944	59.98%
YES	557,730	40.02%
<b>Total</b>	<b>1,393,674</b>	

PROP 34 - RESTRICTS SPENDING OF  
PRESCRIPTION DRUG REVENUES BY CERTAIN  
HEALTH CARE PROVIDERS - Majority-Required to  
pass

YES	736,187	55.00%
NO	602,270	45.00%
<b>Total</b>	<b>1,338,457</b>	

PROP 35 - PERMANENT FUNDING FOR MEDI-CAL  
HEALTH CARE SERVICES - Majority-Required to pass

YES	908,009	65.77%
NO	472,535	34.23%
<b>Total</b>	<b>1,380,544</b>	

PROP 36 - ALLOWS FELONY CHARGES AND  
INCREASES SENTENCES FOR CERTAIN CRIMES -  
Majority-Required to pass

YES	912,939	65.27%
NO	485,821	34.73%
<b>Total</b>	<b>1,398,760</b>	

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Item6.

COUNTY OF SAN DIEGO - MEASURE G - Majority-Required to pass

NO	701,639	50.46%
YES	688,922	49.54%
<b>Total</b>	<b>1,390,561</b>	

CITY OF LA MESA - MEASURE L - Majority-Required to pass

YES	23,073	81.37%
NO	5,284	18.63%
<b>Total</b>	<b>28,357</b>	

CITY OF CARLSBAD - MEASURE B - Majority-Required to pass

YES	32,759	53.06%
NO	28,981	46.94%
<b>Total</b>	<b>61,740</b>	

CITY OF LEMON GROVE - MEASURE T - Majority-Required to pass

YES	7,503	71.59%
NO	2,977	28.41%
<b>Total</b>	<b>10,480</b>	

CITY OF CHULA VISTA - MEASURE P - Majority-Required to pass

YES	81,009	73.40%
NO	29,361	26.60%
<b>Total</b>	<b>110,370</b>	

CITY OF NATIONAL CITY - MEASURE R - Majority-Required to pass

NO	10,145	66.15%
YES	5,192	33.85%
<b>Total</b>	<b>15,337</b>	

CITY OF DEL MAR - MEASURE M - Majority-Required to pass

YES	1,866	71.52%
NO	743	28.48%
<b>Total</b>	<b>2,609</b>	

CITY OF OCEANSIDE - MEASURE X - Majority-Required to pass

YES	55,360	69.67%
NO	24,104	30.33%
<b>Total</b>	<b>79,464</b>	

CITY OF DEL MAR - MEASURE A - Majority-Required to pass

YES	1,652	66.24%
NO	842	33.76%
<b>Total</b>	<b>2,494</b>	

CITY OF POWAY - MEASURE H - Majority-Required to pass

NO	17,880	68.66%
YES	8,163	31.34%
<b>Total</b>	<b>26,043</b>	

CITY OF EL CAJON - MEASURE J - Majority-Required to pass

YES	22,631	67.97%
NO	10,663	32.03%
<b>Total</b>	<b>33,294</b>	

CITY OF SAN DIEGO - MEASURE C - Majority-Required to pass

YES	264,086	67.47%
NO	127,314	32.53%
<b>Total</b>	<b>391,400</b>	

CITY OF ENCINITAS - MEASURE K - Majority-Required to pass

NO	18,884	51.91%
YES	17,492	48.09%
<b>Total</b>	<b>36,376</b>	

CITY OF SAN DIEGO - MEASURE D - Majority-Required to pass

YES	375,039	72.32%
NO	143,549	27.68%
<b>Total</b>	<b>518,588</b>	

CITY OF ESCONDIDO - MEASURE I - Majority-Required to pass

YES	32,802	61.12%
NO	20,863	38.88%
<b>Total</b>	<b>53,665</b>	

CITY OF SAN DIEGO - MEASURE E - Majority-Required to pass

NO	288,446	50.31%
YES	284,940	49.69%
<b>Total</b>	<b>573,386</b>	

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CITY OF SAN MARCOS - MEASURE Q - Majority-  
Required to pass

YES	24,411	60.44%
NO	15,977	39.56%
<b>Total</b>	<b>40,388</b>	

WARNER UNIFIED SCHOOL DISTRICT - MEASURE  
TT - 55% Required to pass

BONDS - YES	716	63.36%
BONDS - NO	414	36.64%
<b>Total</b>	<b>1,130</b>	

CITY OF SANTEE - MEASURE S - Majority-Required to  
pass

NO	14,992	52.30%
YES	13,675	47.70%
<b>Total</b>	<b>28,667</b>	

FALLBROOK UNION HIGH SCHOOL DISTRICT -  
MEASURE BB - 55% Required to pass

BONDS - NO	10,870	50.25%
BONDS - YES	10,761	49.75%
<b>Total</b>	<b>21,631</b>	

SAN DIEGO COMMUNITY COLLEGE DISTRICT -  
MEASURE HH - 55% Required to pass

BONDS - YES	256,983	60.64%
BONDS - NO	166,782	39.36%
<b>Total</b>	<b>423,765</b>	

SWEETWATER UNION HIGH SCHOOL DISTRICT -  
MEASURE RR - 55% Required to pass

BONDS - YES	107,629	61.14%
BONDS - NO	68,400	38.86%
<b>Total</b>	<b>176,029</b>	

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
- MEASURE SW - 55% Required to pass

BONDS - YES	108,970	59.03%
BONDS - NO	75,636	40.97%
<b>Total</b>	<b>184,606</b>	

ALPINE UNION SCHOOL DISTRICT - MEASURE U -  
55% Required to pass

BONDS - NO	6,356	60.63%
BONDS - YES	4,127	39.37%
<b>Total</b>	<b>10,483</b>	

BONSALL UNIFIED SCHOOL DISTRICT - MEASURE V  
- 55% Required to pass

BONDS - NO	5,536	51.96%
BONDS - YES	5,119	48.04%
<b>Total</b>	<b>10,655</b>	

CAJON VALLEY UNION SCHOOL DISTRICT -  
MEASURE W - 55% Required to pass

BONDS - YES	31,992	52.30%
BONDS - NO	29,182	47.70%
<b>Total</b>	<b>61,174</b>	

RAMONA UNIFIED SCHOOL DISTRICT - MEASURE  
GG - 55% Required to pass

BONDS - NO	10,139	54.51%
BONDS - YES	8,460	45.49%
<b>Total</b>	<b>18,599</b>	

CHULA VISTA ELEMENTARY SCHOOL DISTRICT -  
MEASURE AA - 55% Required to pass

BONDS - YES	76,517	61.72%
BONDS - NO	47,459	38.28%
<b>Total</b>	<b>123,976</b>	

SAN MARCOS UNIFIED SCHOOL DISTRICT -  
MEASURE JJ - 55% Required to pass

BONDS - YES	32,919	57.77%
BONDS - NO	24,064	42.23%
<b>Total</b>	<b>56,983</b>	

DEHESA SCHOOL DISTRICT - MEASURE Y - 55%  
Required to pass

BONDS - NO	774	60.28%
BONDS - YES	510	39.72%
<b>Total</b>	<b>1,284</b>	

VALLEY CENTER-PAUMA UNIFIED SCHOOL  
DISTRICT - MEASURE SS - 55% Required to pass

BONDS - NO	7,243	53.00%
BONDS - YES	6,422	47.00%
<b>Total</b>	<b>13,665</b>	

ENCINITAS UNION SCHOOL DISTRICT - MEASURE Z  
- 55% Required to pass

BONDS - YES	24,167	56.84%
BONDS - NO	18,347	43.16%
<b>Total</b>	<b>42,514</b>	

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LEMON GROVE SCHOOL DISTRICT - MEASURE CC -  
55% Required to pass

BONDS - YES	8,445	62.54%
BONDS - NO	5,058	37.46%
<b>Total</b>	<b>13,503</b>	

LEMON GROVE SCHOOL DISTRICT - MEASURE EE -  
55% Required to pass

BONDS - YES	8,743	64.49%
BONDS - NO	4,814	35.51%
<b>Total</b>	<b>13,557</b>	

SAN YSIDRO SCHOOL DISTRICT - MEASURE KK -  
55% Required to pass

BONDS - YES	3,554	63.91%
BONDS - NO	2,007	36.09%
<b>Total</b>	<b>5,561</b>	

SAN YSIDRO SCHOOL DISTRICT - MEASURE LL -  
55% Required to pass

BONDS - YES	3,537	63.36%
BONDS - NO	2,045	36.64%
<b>Total</b>	<b>5,582</b>	

SAN YSIDRO SCHOOL DISTRICT - MEASURE MM -  
55% Required to pass

BONDS - YES	4,977	77.95%
BONDS - NO	1,408	22.05%
<b>Total</b>	<b>6,385</b>	

SANTEE SCHOOL DISTRICT - MEASURE NN - 55%  
Required to pass

BONDS - YES	15,580	52.38%
BONDS - NO	14,167	47.62%
<b>Total</b>	<b>29,747</b>	

SOUTH BAY UNION SCHOOL DISTRICT - MEASURE  
PP - 55% Required to pass

BONDS - YES	16,034	66.00%
BONDS - NO	8,259	34.00%
<b>Total</b>	<b>24,293</b>	

SOUTH BAY UNION SCHOOL DISTRICT - MEASURE  
QQ - 55% Required to pass

BONDS - YES	16,523	67.64%
BONDS - NO	7,906	32.36%
<b>Total</b>	<b>24,429</b>	

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE  
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Escondido, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail or through email at [jsservices@cdtfa.ca.gov](mailto:jsservices@cdtfa.ca.gov). If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at [jsservices@cdtfa.ca.gov](mailto:jsservices@cdtfa.ca.gov) or by mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration  
P.O. Box 942879 MIC: 27  
Sacramento, California 94279-0027

Attention: Administrator  
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

Zack Beck, City Clerk  
201 N. Broadway, Escondido, CA 92025  
[zack.beck@escondido.gov](mailto:zack.beck@escondido.gov)

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF ESCONDIDO

By \_\_\_\_\_

\_\_\_\_\_  
Dane White

\_\_\_\_\_  
Mayor

CALIFORNIA DEPARTMENT OF TAX  
AND FEE ADMINISTRATION

By \_\_\_\_\_

Administrator  
Local Revenue Branch

Date: \_\_\_\_\_

Date: December 11, 2024

**AGREEMENT FOR STATE ADMINISTRATION  
OF CITY TRANSACTIONS AND USE TAXES**

The City Council of the City of Escondido has adopted, and the voters of the City of Escondido (hereafter called "City" or "District") have approved by the required majority vote, the City of Escondido Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

**ARTICLE I  
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7251, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.
2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 2024-08, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

**ARTICLE II  
ADMINISTRATION AND COLLECTION  
OF CITY TAXES**

**A. Administration.** The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

**B. Other Applicable Laws.** City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

**C. Transmittal of money.**

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

**D. Rules.** The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

**E. Preference.** Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

**F. Security.** The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

**G. Records of the Department.**

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

**H. Annexation.** City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

**ARTICLE III**

**ALLOCATION OF TAX**

**A. Allocation.** In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the

Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

**B. Vehicles, Vessels, and Aircraft.** For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

#### **ARTICLE IV**

#### **COMPENSATION**

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

#### **ARTICLE V**

#### **MISCELLANEOUS PROVISIONS**

**A. Communications.** Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate or through email at [jservices@cdtfa.ca.gov](mailto:jservices@cdtfa.ca.gov). If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at [jservices@cdtfa.ca.gov](mailto:jservices@cdtfa.ca.gov) or by mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration  
P.O. Box 942879  
Sacramento, California 94279-0027

Attention: Administrator  
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

Zack Beck, City Clerk  
201 N. Broadway, Escondido, CA 92025  
zack.beck@escondido.gov

**Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.**

**B. Term.** The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on December 11, 2024. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

**C. Notice of Repeal of Ordinance.** City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

**ARTICLE VI**  
**ADMINISTRATION OF TAXES IF THE**  
**ORDINANCE IS CHALLENGED AS BEING INVALID**

**A. Impoundment of funds.**

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

**B. Costs of administration.** Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and

developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF ESCONDIDO

CALIFORNIA STATE DEPARTMENT OF  
TAX AND FEE ADMINISTRATION

By \_\_\_\_\_

By \_\_\_\_\_

Administrator  
Local Revenue Branch

\_\_\_\_\_  
Dane White

Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
December 11, 2024

**LOCAL REVENUE BRANCH – CONTACT FORM**

Please complete and return this form to our office any time there is a change of information to ensure our records are always up to date. Thank you!

**City/County:** Escondido

**Please check one:** ☐ Local Tax ☒ Transactions and Use Tax ☐ Mobile Telephony Surcharge

**All legal correspondence should be mailed to the following address:**

**Jurisdiction:** \_\_\_\_\_

**Name:** Michael McGuinness **Position Title:** City Attorney

**Address:** 201 N. Broadway, Escondido, CA 92025

**Phone:** 760-839-4608 **Email:** Michael.McGuinness@escondido.gov

**Financial correspondence should be mailed to the following address:**

*Note: Confidential information may be sent only to positions authorized by resolution*

**Jurisdiction:** \_\_\_\_\_

**Name:** Christina Holmes **Position Title:** Director of Finance

**Address:** 201 N. Broadway, Escondido, CA 92025

**Phone:** 760-839-4676 **Email:** Christina.Holmes@escondido.gov

**Paper warrants (if issued) and monthly/quarterly statements should be mailed to the following address:**

**Jurisdiction:** City of Escondido

**Name:** Christina Holmes **Position Title:** Director of Finance

**Address:** 201 N. Broadway, Escondido, CA 92025

**Phone:** 760-839-4676 **Email:** Christina.Holmes@escondido.gov

**General Office Contact—for general information and reminders:**

**Jurisdiction:** City of Escondido

**Address:** 201 N. Broadway, Escondido, CA 92025

**Phone:** 760-839-4617 **Email:** Zack.Beck@escondido.gov

**Completed by:**

**Print Name:** Zack Beck

**Signature:** 

**Position Title:** City Clerk **Date:** 12/4/24



CITY OF ESCONDIDO  
CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO  
 a California municipal corporation  
 201 N. Broadway  
 Escondido, CA 92025  
 Attn: Christina Holmes, Director of Finance  
 (760) 839-4620  
 ("CITY")

And: Hinderliter, De Llamas & Associates  
 a California corporation  
 120 S State College Blvd, Suite 200  
 Brea, CA 92821  
 Attn: Andrew Nickerson, President  
 714-879-5000  
 ("CONSULTANT").

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

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to provide sales and use tax, business license, and transient occupancy tax administration and consulting services;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

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

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

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of **\$220,100** (plus applicable annually increases tied to the Consumer Price Index (CPI), for monthly Services provided pursuant to this Agreement, as described in Attachment A. Consultant shall also be compensated 15% of all new and recovered sales, use and transaction tax revenue received by the CITY (Audit Fee), as a result, in whole or in part, of the allocation audit and recovery services described in the Scope of Services; 20% of all recovered business license through collection services (Collection Fee), and 40% of all recovered business licenses discovered through their audit services (Audit Services), as described further in Attachment A. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.
3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 30 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All final original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
7. Insurance Requirements.
  - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
    - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed

- operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
  - (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
  - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
  - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
  - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
  - (3) *Primary Coverage.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
  - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
  - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
  - (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for

all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.

- (7) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.
  - (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
  - d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
  - e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
  - f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.
8. Indemnification and Hold Harmless.
- a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
  - b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or

claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

- c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.
  - d. Notwithstanding anything to the contrary, in no event will Contractor be liable for claims, liabilities or damages (i) that could not reasonably have been foreseen upon entry into this Agreement; (ii) in connection with any City monies not collected by Contractor; nor (iii) in connection with the issuance, non-issuance or revocation of any registration, license, permit, or exemption.
9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City

is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprewagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
24. CITY acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services from CONSULTANT for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with CONSULTANT wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and

**ATTACHMENT "A"**

## Scope of Work

**A. General**

Hinderliter, De Llamas & Associates, a California corporation, ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to sales and use tax.

**B. Location**

Consultant to provide services at various locations including City Hall located at 201 N. Broadway, Escondido, CA, 92025 and Consultant's office located at 120 S. State College Blvd, Suite 200, Brea, CA 92821.

**C. Services**

Consultant shall provide the services described in Consultant's Scope of Work, which is attached to this Scope of Work as **Exhibit 1** and incorporated herein by this reference. In the event of a conflict between this Agreement (including this Scope of Work) and Exhibit 1, the terms of this Agreement shall prevail.

**D. Scheduling**

Consultant to schedule specific dates of work in advance by contacting Christina Holmes, Director of Finance at 760-839-4620 or cholmes@escondido.org. Further instructions will be provided upon scheduling.

**E. Contract Price and Payment Terms**

The Consultant shall be compensated in an amount not to exceed **\$220,100** (plus applicable annually increases tied to the Consumer Price Index (CPI), for monthly Services provided pursuant to this Agreement, as described in Exhibit 1. Consultant shall also be compensated 15% of all new and recovered sales, use and transaction tax revenue received by the CITY (Audit Fee), as a result, in whole or in part, of the allocation audit and recovery services and also be compensated 20% of all recovered business license through collection services (Collection Fee), and 40% of all recovered business licenses discovered through their audit services (Audit Services) described in the Scope of Services, as described further in Exhibit 1. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice.

**Three Year Program Costs**

Start-Up Cost	\$5,000
Tax Study	\$20,000
Sales and Use Tax Services	NTE \$30,600
Business License Administration	NTE \$600,000
Transient Occupancy Administration	NTE \$29,700
<b>Program Costs</b>	<b>\$685,300</b>
Business License Administration – Collection Services	No Cap
Business License Administration – Audit Services	No Cap

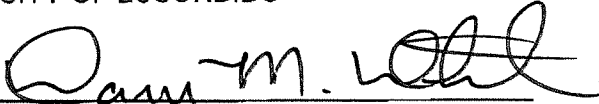
conditions of such separate agreement are the responsibility of CONSULTANT and such other public agency and not CITY.

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

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

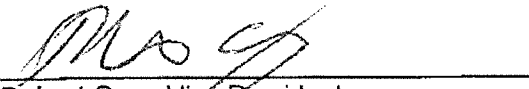
CITY OF ESCONDIDO

Date: 07/17/2024

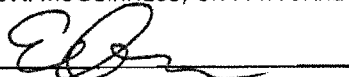
  
Dane White, Mayor

HINDERLITER, DE LLAMAS & ASSOCIATES

Date: 7/16/2024

  
Robert Gray, Vice President

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

BY: 

DATE: 7/17/24

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

**F. Term**

The term of this Agreement shall be from the Effective Date of the Agreement through **June 30, 2027** ("Initial Term"). The City shall have three additional one-year options to extend the Initial Term. Any such extension of the Initial Term shall be through an Amendment as described in Section 12 of the Agreement.

**ATTACHMENT "B"**  
Personnel List

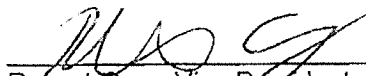
Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

1. Bobby Young, Director of Client Services, [byoung@hdlcompanies.com](mailto:byoung@hdlcompanies.com), HdL Companies; and
2. Robert Gray, CIO, HdL; and
3. Connor Duckworth, CRO, [cduckworth@hdlcompanies.com](mailto:cduckworth@hdlcompanies.com), HdL; and
4. Joshua Davis, Practice Development Leader, [JDavis@hdlcompanies.com](mailto:JDavis@hdlcompanies.com), HdL; and
5. George Bonnin, [GBonnin@hdlcompanies.com](mailto:GBonnin@hdlcompanies.com), HdL; and
6. CONSULTANT shall select support staff to assist in performing the services under the Agreement ("Staff"). The names, titles, and contact information of Staff will not be known until the services described in Section C(3) of Attachment A (Scope of Work) to the Agreement commence. All Staff shall perform services under the direction and supervision of CONSULTANT. Upon selection of Staff, CONSULTANT shall provide the CITY with the name and email address of each Staff selected to perform services under the Agreement. Performance of services under the Agreement by the Staff shall be subject to the CITY's prior written approval.

With the exception of Staff, CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Date: 7/16/2024

  
Robert Gray, Vice President

## EXHIBIT 1

### SALES AND USE TAX SERVICES

#### 1. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports

- 1.1. Establish a special database identifying the name, address, and quarterly allocations of all sales tax producers within the City. This database will be utilized to generate special reports to City on major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
- 1.2. Provide periodic updated reports no less than quarterly to City identifying changes in sales by individual businesses, business groups and categories, and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. Consultant shall meet quarterly by in person or virtually with City.
- 1.3. Shall additionally provide following each calendar quarter a summary analysis for City to share with Council Members, Chamber of Commerce, other economic development interest groups and the public that analyze City's sales tax trends by major groups and geographic areas without disclosing confidential individual tax records.
- 1.4. Establish a special database with California Department of Tax and Fee Administration ("CDTFA") registration data for businesses within applicable district boundaries holding seller's permit accounts.
- 1.5. Periodically & as-needed license for the limited, non-exclusive, non-transferable use by City's staff certain of Consultant's web-based sales, use and/or transactions tax program(s) containing sellers permit, registration, allocation and related information for business outlets within City's jurisdiction registered with the CDTFA.
- 1.6. Provide periodic updated reports when requested or appropriate endeavoring to identify and assist with budget forecasting (i) changes in allocation totals by individual businesses, business groups and categories, and (ii) aberrations due to State audits, fund transfers, and receivables, along with late or double payments.

#### 2. Allocation and Audit Recovery Services

- 2.1. Conduct (when mutually agreed with City) initial and on-going sales and use tax audits of businesses to help identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales and use tax income for the City and/or recovering misallocated tax from registered taxpayers. Common errors that will be monitored and corrected include but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors; misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.
- 2.2. Initiate contacts with the CDTFA and sales management and accounting officials in companies that have businesses where a probability of error exists to endeavor to help verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.
- 2.3. Prepare and submit to the CDTFA information for the purpose of correcting any identified allocation errors, and follow-up with individual businesses and the CDTFA to promote recovery by the City of back or prospective quarterly payments that may be owing.
- 2.4. If, during the course of its audit, Consultant finds businesses located in the City's jurisdiction that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to City, Consultant may so advise City and collaborate with those businesses and City to encourage such changes.

**3. Consulting and Other Optional Services**

Consultant may from time to time in its sole discretion, consult with City's staff, including without limitation, regarding (i) technical questions and other issues related to sales and use tax, (ii) utilization of reports to enhance business license collection efforts; (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales and use tax revenue-related matters.

**FEES****4. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports**

- 4.1. Fees for performing the sales tax and economic analysis/forecasting Services as described above shall initially be **\$850.00** per month, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears and shall be paid by City no later than 30 days after the invoice date.
- 4.2. Consultant may change the non-hourly Fees established above once a year. Any such change must be with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

**5. Allocation and Audit Recovery Services**

- 5.1. Fees for performing the allocation and audit recovery Services described above shall be **15%** of all new, increased and recovered sales and use tax revenue received by the City as a result, in whole or in part, of the allocation audit and recovery services (hereafter referred to as "audit fee"). The fee shall be paid notwithstanding any related City assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.
- 5.2. The Fee described above include, without limitation, State fund transfers received for back quarter reallocations and monies received in the first eight (8) consecutive reporting quarters following completion of Consultant's allocation audit and confirmation of the corrections by the CDTFA.
- 5.3. These Fees shall be paid by City upon Consultant's submittal of evidence of Consultant's relevant Services in support thereof, including, without limitation, copies of relevant communications between Consultant and the CDTFA and/or taxpayers.
- 5.4. Consultant recognizes City's authority to waive or reduce the tax/fee-related debt of a business. Should City decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e., statute of limitation or other legal defense) shall not be considered a City voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.

**6. Consulting and Other Optional Services**

- 6.1. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - \$325; (ii) Programmer - \$295; (iii) Senior Analyst - \$245; and (iv) Analyst - \$195.
- 6.2. Consultant may change the rates for its hourly Fees from time to time. A 60 days' prior written notice to City will be given.

**7. General Provisions Relating to Fees**

- 7.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by City.

- 7.2. Fees will be invoiced monthly to City for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of City's monthly revenue disbursement.

## 8. Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records.

The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

- 8.1. Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to City pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq.
- 8.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of City who is authorized by City resolution provided to the CDTFA to examine the information.
- 8.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.
- 8.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

## 9. Software Use and Proprietary Information

**Software Use.** Consultant hereby provides authorization to City to access Consultant's Sales Tax website if City chooses to subscribe to the software and reports option. The website shall only be used by authorized City staff. No access will be granted to any third party without explicit written authorization by Consultant. City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by City of said software, or any right of City to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all City staff website logins shall be de-activated.

**Proprietary Information.** As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in Consultant's business, including without limitation: Consultant's (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, City shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by City in connection with this Agreement. The obligations imposed by this Section shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section shall not apply to any information that is public information.

## **BUSINESS LICENSE TAX ADMINISTRATION SERVICES**

Consultant will provide the following Services relative to Client's **business license tax administration**.

### **1. Operations Management Services**

- 1.1. Establish and maintain database of Client businesses.
- 1.2. Receive and process applications, renewals and payments in a timely fashion.
- 1.3. Send renewal notices to active businesses within 30 days of the renewal period end date or at another interval specified by Client.
- 1.4. Provide businesses multiple options for submitting applications, renewals, payments, or support requests (including via website, email, mail, phone, and fax. Consultant license specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
- 1.5. Remit revenue to Client no less than monthly.
- 1.6. Provide Client staff access to website portal offering business registry inquiry, reporting, and electronic department approval capabilities.

### **2. Compliance Services:** 1) Identify and register businesses which are subject to licensure or taxation, 2) collect known debt as pertains to business license or tax, and 3) identify under-reported tax liability.

#### **2.1. Discovery Services**

- 2.1.1. Develop a list of businesses subject to Client licensure or taxation.
- 2.1.2. Notify non-compliant businesses of their options to comply or dispute their non-compliant status. Notification and support to businesses will be facilitated through the website, mail, email, phone and fax.
- 2.1.3. Review information and forms submitted by the business for completion and accuracy, inclusive of any additional required documentation (i.e. home occupation permit). All submissions are filed and stored electronically and made available to Client upon request.
- 2.1.4. Provide businesses with detailed invoicing and options to pay via website, mail, and phone.
- 2.1.5. Remit revenue to Client no less than monthly, along with all business applications and any additional documentation.
- 2.1.6. If additional work is needed through departmental discovery and discussion, both parties may increase the scope to cover the potential cost and definition of the project.

#### **2.2. Collection Services**

- 2.2.1. Identify businesses subject to Client licensure or taxation which have known debt to Client and have failed to pay within an appropriate time frame.
- 2.2.2. Notify businesses of their options to comply or dispute their non-compliant status.
- 2.2.3. Provide businesses with detailed invoicing and options to pay via website, mail and phone.
- 2.2.4. Remit revenue to Client no less than monthly.
- 2.2.5. As part of collecting taxes and fees, there may be ancillary fees and taxes that may be needed which have not been addressed in this agreement. The City can opt to have HdL Companies collect and manage any of these fees through a written consent from both parties.

#### **2.3. Audit Services**

- 2.3.1. Identify potential under-reporting and/or misclassified businesses.
- 2.3.2. Audit businesses mutually agreed to by Client and Consultant that are identified as potential under-reporting businesses.

2.3.3. Submit audit summaries to Client and discuss further actions.

2.3.4. Educate businesses on proper reporting practices.

2.3.5. Invoice and collect identified delinquencies.

- 3. Online Payment Processing** – Consultant's services include PCI compliant payment processing services powered by FIS Global, which supports both credit card and eCheck transactions.

**3.1. Client Responsibilities**

3.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by FIS Global, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by FIS Global. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.

3.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

**4. Business License Tax Ordinance / Fee Study**

4.1. **Current Tax Registry Analysis** – Consultant will conduct an analysis of the current business license ordinance and the Client's tax registration database. Data will be compiled on the number of businesses, current tax revenues received by the Client, categories, and other related information to provide a baseline of the Client's current tax structure and to allow Consultant to model the potential impact of changes to the current model.

4.2. **Fee Analysis and Comparative Study** – Using the data compiled from the registration analysis, as well as data compiled from other sources such as neighboring cities, Consultant will prepare a report comparing the Client model to those of neighboring cities. The report will assist and provide the Client with guidance as to possible positive changes to its current model. As part of this phase Consultant will discuss possible administrative adjustments to the current municipal code. The final report will include, among other things, a complete business license tax structure recommendation along with revenue associated with each proposed model.

4.3. **Modified Tax Structure Options** – As a result of the findings of the comparison report, Consultant, in conjunction with Client staff, will draft a series of possible business tax re-structuring options for Client consideration. Options may include the proposing of gross receipt-based taxes, employee-based taxes, flat taxes, or a hybrid of all mentioned options. Consultant will draft potential new and detailed structures to be used in the Client's new ordinance. Consultant will also review and work with the Client Attorney's office in drafting new ordinance language in support of a chosen model.

**FEES**

**5. Operations Management Services**

5.1. Fees for performing operations management Services shall be \$16.00 for each processed account, which is any account for which an application or renewal/return was processed, or active account which was sent a renewal notice and; a one-time \$5,000.00 implementation fee.

5.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%,

then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

- 5.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.
- 5.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

## 6. Compliance Services

- 6.1. Fees for performing compliance Services apply to all monies received for the current tax/license period and any other prior period collected (including monies received for taxes, penalties, interest, and fees).
  - 6.1.1. Fees for performing discovery Services shall be a contingency Fee of 40% of the revenues received as a result of the Services.
  - 6.1.2. In the event that Client discovers a non-compliant business and reports the business to Consultant (including a calculation of all taxes/fees due), Consultant will categorize the business as a collection service effort and thus apply the lower collection Services contingency Fee rate.
  - 6.1.3. Fees for performing collection Services shall be a contingency Fee of 25% of the revenues received as a result of the Services.
  - 6.1.4. Fees for performing audit Services shall be a contingency Fee of 40% of the revenues received as a result of the Services.
- 6.2. Consultant recognizes Client's authority to waive or reduce the tax/fee debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e. statute of limitation or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.
- 6.3. The fee shall be paid notwithstanding any related Client assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.
- 6.4. Fees related to travel and lodging expenses are billed at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.
- 6.5. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.
7. **Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.
  - 7.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.
    - 7.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of \$2.00
    - 7.1.2. ACH/eCheck processing - \$1.25 per transaction

- 7.2. Client funded
  - 7.2.1. Credit and debit card processing – 2.9% of transaction amount
  - 7.2.2. ACH/eCheck processing - \$0.50 per transaction
- 7.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of \$25.00, to be applied to the taxpayers account.
- 7.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.
- 8. **Business License Tax Ordinance / Fee Study** – Fee is \$20,000.00, due 50% upon project kick-off, and 50% upon delivery of final report.

## TRANSIENT OCCUPANCY TAX SERVICES

Consultant will provide the following Services relative to Client's **transient occupancy tax administration**.

### 1. Operations Management Services

- 1.1. Establish and maintain database of Client lodging providers.
- 1.2. Receive and process registrations, tax returns and payments in a timely fashion.
- 1.3. Provide lodging providers multiple options for submitting registrations, tax returns, payments, or support requests (including via website, email, mail, phone, and fax. Consultant tax specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
- 1.4. Remit revenue to Client no less than monthly.
- 1.5. Provide Client staff access to website portal offering lodging provider registry inquiry and reporting capabilities.
- 1.6. Endeavor to ensure accurate filings of returns by consistently monitoring returns, providing compliance audits, and educating lodging providers as mutually agreed to by Client and Consultant.
- 1.7. Provide analysis reports monthly and annually provide revenue trends and key insights on Client lodging providers.
- 1.8. If additional work is needed through departmental discovery and discussion, both parties may increase the scope to cover the potential cost and definition of the project.
- 1.9. As part of collecting taxes and fees, there may be ancillary fees and taxes that may be needed which have not been addressed in this agreement. The City can opt to have HdL Companies collect and manage any of these fees through a written consent from both parties.

### 2. Online Payment Processing – Consultant's services include PCI compliant payment processing services powered by FIS Global, which supports both credit card and eCheck transactions.

#### 2.1. Client Responsibilities

2.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by FIS Global, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by FIS Global. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.

2.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

## FEES

### 3. Operations Management Services

3.1. Fees for performing operations management Services shall be as follows:

- \$900.00 per hotel, per year for each filing property

3.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%,

then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

- 3.3. Fees for any travel and lodging expenses will be billed at cost and applied to all meetings (including implementation, training, operations and support).
- 3.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice
4. **Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.
  - 4.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.
    - 4.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of \$2.00
    - 4.1.2. ACH/eCheck processing - \$1.25 per transaction
  - 4.2. Client funded
    - 4.2.1. Credit and debit card processing – 2.9% of transaction amount
    - 4.2.2. ACH/eCheck processing - \$0.50 per transaction
  - 4.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of \$25.00, to be applied to the taxpayers account.
  - 4.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.



## INSURANCE REVIEW SUMMARY FORM

Applicable to Public Services Agreements and Consulting Agreements

Agreement Type: ☐ Public Services Agreement ("PSA") ☒ Consulting Agreement ("CSA")  
☐ Subrecipient Agreement ☐ Public Improvement Agreement ("PIA")  
☐ Recreation Instructor Agreement ☐ Other: \_\_\_\_\_

Contractor/Consultant: Hinderliter, DeLlamas & Associates

Staff Contact: Christina Holm Department: Finance

### Insurance Inquiry or Request:

Lower insurance limit requirements from \$2M/\$4M to \$1M/\$2M.

### Recommendations:

Approve

Date: 6/10/24

Anny Menques  
Risk and Safety Division



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
05/30/2024

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

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

<b>PRODUCER</b>  Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	<b>CONTACT NAME:</b> Marsh Affinity	
	<b>PHONE (A/C, No, Ext):</b> 800-743-8130	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> ADPTotalSource@marsh.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> AIU Insurance Company	<b>NAIC #</b> 19399
<b>INSURED</b>  ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: Hinderlitter de Llamas & Associates  120 S State College Blvd Suite 200 Brea, CA 92821	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**
**CERTIFICATE NUMBER:**
**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 088412194 CA	07/01/2024	07/01/2025	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for Hinderlitter de Llamas & Associates paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. WAIVER OF SUBROGATION IN FAVOR OF City of Escondido including its officials, officers, agents, employees and volunteers AS RESPECTS OF JOB PERFORMED BY Hinderlitter de Llamas & Associates AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

City of Escondido including its officials, officers, agents, employees and volunteers  
 201 N. Broadway  
 Escondido, CA 92025

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

WAIVER OF SUBROGATION IN FAVOR OF City of Escondido including its officials, officers, agents, employees and volunteers AS RESPECTS OF JOB PERFORMED BY Hinderliter de Llamas & Associates AS REQUIRED BY WRITTEN CONTRACT.

**Person or Organization**

City of Escondido including its officials, officers, agents, employees and volunteers  
201 N. Broadway  
Escondido, CA 92025

**Job Description****Notes:**

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in ( ) is optional with the company. It limits the endorsement to apply to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2024

Policy No. WC 088412194 CA Endorsement No.

Insured

Insurance Company AIU Insurance Company

ADP TotalSource DE IV, Inc.  
5800 Windward Parkway  
Alpharetta, GA 30005  
L/C/F:  
Hinderliter de Llamas & Associates

120 S State College Blvd Suite 200  
Brea, CA 92821

Countersigned by



# CERTIFICATE OF LIABILITY INSURANCE

Item 6.

DATE (MM/DD/YYYY)

5/30/2024

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

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

<b>PRODUCER</b> Woodruff Sawyer 2 Park Plaza, Suite 500 Irvine CA 92614		<b>CONTACT NAME:</b> WS Certificates <b>PHONE (A/C, No, Ext):</b> 844-972-6326 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> certificates@woodruff Sawyer.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Berkley National Insurance Company	
		<b>INSURER B:</b> Hudson Excess Insurance Company	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 2142171019 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TCP702275411	5/26/2024	5/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	TCP702275411	5/26/2024	5/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ None			TCP702275411	5/26/2024	5/26/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	E&O/ Cyber Liability			EET1416702	5/26/2024	5/26/2025	Per Claim/Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Retroactive Date for Professional Liability- 2/15/2013.

Line Of Coverage: Crime  
 Policy # 82556901  
 Effective Date 5/26/2024 - 5/26/2025  
 Carrier: Federal Insurance Company NAIC # 20281  
 Crime Limit: \$1,000,000

See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

City of Escondido including its officials,  
 officers, agents, employees and volunteers  
 201 N. Broadway  
 Escondido, CA 92025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Zoe Overbay*

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AGENCY CUSTOMER ID: HDLCOMP-01

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Woodruff Sawyer		NAMED INSURED HdL Companies 120 S. State College Blvd., Suite 200 Brea, CA 92821
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

City of Escondido including its officials, officers, agents, employees, and volunteers are included as Additional Insured as respects General Liability and Auto Liability on a Primary and Non-contributory basis with a waiver of subrogation to the extent provided in the attached forms.

Notice of Cancellation applies with respects General Liability and Auto Liability to the extent provided in the attached forms.

**4. Loss Payment – Physical Damage Coverages**

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

**5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions****1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

**2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

**3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

**5. Other Insurance**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**6. Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

**C. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**D. ADDITIONAL INSURED - VENDORS**

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
2. The insurance provided to such vendor does not apply to:
  - a. Any express warranty not authorized by you;
  - b. Any change in "your products" made by such vendor;
  - c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;
  - d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - e. Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
  - f. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

1. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
2. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**E. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT**

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Is caused, in whole or in part, by your acts or omissions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**F. AGGREGATE LIMIT PER LOCATION**

1. Under **Section III - Limits Of Insurance**, the following is added:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

POLICY NUMBER: TCP702275411

COMMERCIAL AUTO  
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:****Endorsement Effective Date:****SCHEDULE****Name(s) Of Person(s) Or Organization(s):**

City of Escondido including its officials,

officers, agents, employees and volunteers 201 N. Broadway

Escondido, CA 92025

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: TCP702275411

COMMERCIAL GENERAL LIABILITY  
CG 02 24 10 93**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE****Number of Days' Notice** 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

City of Escondido including its officials,

officers, agents, employees and volunteers

201 N. Broadway

Escondido,

CA

92025

POLICY NUMBER:TCP702275411

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 ELECTRONIC DATA LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
 POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b> City of Escondido including its officials,		
officers, agents, employees and volunteers	201 N. Broadway	
Escondido,	CA	92025
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: TCP702275411

COMMERCIAL AUTO  
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:****Endorsement Effective Date:****SCHEDULE****Name Of Person(s) Or Organization(s):** City of Escondido including its officials,

officers, agents, employees and

201 N. Broadway

Escondido,

CA

92025

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: TCP702275411

COMMERCIAL AUTO  
CA 04 22 11 20**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**Named Insured:****Endorsement Effective Date:****SCHEDULE****Number Of Days' Notice:**

30

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph 2. of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

City of Escondido including its officials,  
officers, agents, employees and volunteers  
201 N. Broadway

Escondido, CA 92025

POLICY NUMBER: TCP702275411

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

City of Escondido including its officials,  
officers, agents, employees and volunteers  
201 N. Broadway

Escondido, CA 92025

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



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

## CITY OF ESCONDIDO BUSINESS LICENSE CERTIFICATE

HINDERLITER, DE LLAMAS &  
ASSOCIATES  
Attn: HINDERLITER, DE LLAMAS &  
ASSOCIATES

Business License No: 212662  
Expiration Date: 05/31/2025  
Business Type: SERVICE  
Ownership: CORPORATION

### IMPORTANT INFORMATION

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

*Thank you for doing business in the City of Escondido!*

FOLD OR DETACH HERE FOR DISPLAY

## BUSINESS LICENSE CERTIFICATE

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

Business License Number: 212662

Business Name: HINDERLITER, DE LLAMAS & ASSOCIATES  
Business Location: 120 S STATE COLLEGE BLVD SUITE 200 BREA, CA 92821  
Business Phone: 7148795000  
Owner/ Officer: ANDREW NICKERSON  
NPDES:



## CITY OF ESCONDIDO

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

Expiration Date: 05/31/2025  
NAICS#: 541611 - Administrative Management and General Management Consulting Services

SIC#: -

Conditions/Remarks:

POST IN A CONSPICUOUS PLACE - NOT TRANSFERABLE



Sean McGlynn  
City Manager  
201 North Broadway, Escondido, CA 92025  
Phone: 760-839-4631

Date: December 11, 2024

California Department of Tax and Fee Administration  
Anh Huang  
Warrant Desk: MIC: 27  
651 Bannon Street, Suite 100  
Sacramento, CA 95811

Subject: City of Escondido

Authorization to Review Confidential Sales and Use Tax and Transactions and Use Tax Information Section 7056 of the Revenue and Taxation Code.

Dear Ms. Huang:

Resolution No. 2024-190, Section 1, authorizes the City Manager to designate in writing to the California Department of Tax and Fee Administration other officers, employees of the jurisdiction with authority to examine sales, Transactions and use tax records for the jurisdiction.

Accordingly, the City Manager, City Attorney, City Clerk, Deputy City Manager, Director of Finance, and Director of Economic Development for the City of Escondido are hereby authorized to receive and review sales or transactions and use tax records for the City of Escondido from the California Department of Tax and Fee Administration.

Sincerely,

---

Sean McGlynn  
City Manager

**JURISDICTION CONTACT FORM****NOTIFICATIONS & APPEALS**City/County: Escondido Tax Area Code: \_\_\_\_\_ Sales and Use Tax / Transactions & Use Tax

*Pursuant to Revenue and Taxation Code § 7056, you may select only officers and employees authorized by Resolution or letter of designation to examine the Department's tax records for your Jurisdiction. If the officer or employee's title has not yet been formally authorized, please include a designation letter. See attached sample designation letter.*

**Primary Contact****Director of Finance**

Title of Authorized Officer/Employee

**Christina Holmes**

Name of Authorized Officer/Employee

**201 N. Broadway**

Mailing Address

**Escondido, CA 92025**

City, State, Zip

**760-839-4676**

Phone

**N.A**

Fax

**christina.holmes@escondido.gov**

Email

It is recommended, if possible, that you use an Email address that coincides with the authorized position title. For example: citymanager@cityof\_\_\_\_.gov.

**Secondary Contact****City Clerk**

Title of Authorized Officer/Employee

**Zack Beck**

Name of Authorized Officer/Employee

**201 N. Broadway**

Mailing Address

**Escondido, CA 92025**

City, State, Zip

**760-839-4617**

Phone

**N/A**

Fax

**zack.beck@escondido.gov**

Email

It is recommended, if possible, that you use an Email address that coincides with the authorized position title. For example: citymanager@cityof\_\_\_\_.gov.

**DEPARTMENT USE ONLY****Pursuant to Section 7056(b), this form is ineffective unless signed by one of the following (boxes checked):**☐ City/County Administrator☐ Administrative Officer☐ City/County Controller ☐

\_\_\_\_\_(Specify)

**Print Name:** Zac Beck**Title:** City Clerk**Signature:** \_\_\_\_\_**Date:** 12/4/24**Return this form by e-mail to: [JServices@cdtfa.ca.gov](mailto:JServices@cdtfa.ca.gov)****QUESTIONS: CALL THE WARRANT DESK AT (916) 309-5802**

Note: Titles held by more than one employee need to be made a unique identifier for function. For example: Accountant II (Revenue Desk)

- ### SELECT ACTION REQUESTED

- ## SELECT TAX PROGRAM

- ☒ 1 percent Local Tax  
☐ ¼ percent (County) Transportation Fund  
☒ Add-on (Special District) Tax  
☐ Local Utility User Tax/Local 911 Charges

## SECTION I

NAME OF LOCAL JURISDICTION OR SPECIAL DISTRICT <i>(payee)</i> <b>CITY OF ESCONDIDO</b>		JURISDICTION CODE
CONTACT PERSON <i>(name and title)</i> <b>CHRISTINA HOLMES</b>		EMAIL ADDRESS <b>CHRISTINA.HOLMES@ESCONDIDO.GOV</b>
MAILING ADDRESS <b>201 N. BROADWAY</b>	CITY, STATE, ZIP CODE <b>ESCONDIDO, CA 92025</b>	
CONTACT TELEPHONE NUMBER <b>760-839-4676</b>	CONTACT FAX NUMBER <b>N/A</b>	

## SECTION II

The State Controller's Office, on behalf of the California Department of Tax and Fee Administration (CDTFA), is hereby authorized to make direct deposit (EFT) of any amounts distributed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, the Transactions and Use Tax Law, or the Local Prepaid Mobile Telephony Services Collection Act less any mandatory withholding or deductions therefrom to the designated bank account identified below. If the designated EFT account is a checking account, **a voided check or copy must be attached to the completed authorization agreement.** If the account is a savings or other deposit-only account, **an account confirmation from the bank must be attached.** The voided check or confirmation will be used to verify the bank account and transit routing numbers.

BANK NAME																			
BANK ACCOUNT NUMBER (not to exceed 17 digits)																			
TRANSIT ROUTING NUMBER																			
TYPE OF ACCOUNT																			
<input type="checkbox"/> CHECKING										<input type="checkbox"/> SAVINGS									

## IMPORTANT

*Payee agrees that in the event that the payee owes a debt determined either by court order, or otherwise by operation of law, and for which CDTFA has been notified according to law, to make repayments by deductions from Local Sales and Use Tax transmittals, the payee will be removed from the EFT program until the debt is extinguished.*

*I affirm that deposits received from CDTFA **will not** be forwarded in their entirety to a foreign financial institution.*

SIGNATURE	TITLE	DATE
	DIRECTOR OF FINANCE	12/11/24

**Return this form to:**

California Department of Tax and Fee Administration  
Local Revenue Branch  
**Warrant Desk**  
PO Box 942879, MIC:27  
Sacramento, CA 94279-0027  
Fax Number: 1-916-324-8117  
Email to: [JServices@cdtfa.ca.gov](mailto:JServices@cdtfa.ca.gov)

For EFT assistance call 1-916-309-5800

This information is confidential and not for public release.

PRINT

CLEAR

## INSTRUCTIONS FOR LOCAL JURISDICTIONS FOR COMPLETING THE EFT AUTHORIZATION AGREEMENT FORM

### GENERAL

- Read this agreement carefully, and if you have questions call 1-916-309-5800.
- Please type or print clearly.
- Check one action box and one tax program box. Your jurisdiction's tax program can be found on the title line of the remittance advice received from the State Controller's Office.
- Complete all information blocks.

### SECTION I

- Your jurisdiction code can be found on the remittance advice immediately above the word "Payee."
- Please enter the jurisdiction code for the corresponding jurisdiction type:
  - City or County (1 percent Local Tax) Code (five digits)
  - County (1/4 percent Tax) Code (two digits)
  - Redevelopment Agency Code (four digits)
  - District Add-on Code (three digits)
  - Local Utility User Tax/Local 911 (Prepaid Mobile Telephony Services) Code (four digits)
- A contact person and telephone number **are required** to process your authorization agreement.

### SECTION II

- The Transit Routing Number (nine digits) typically can be found in the bottom left-hand corner of your check.
- Please indicate the type of account (checking or savings).
- Be sure to include a voided check or bank confirmation with your authorization agreement.

### ADDITIONAL INFORMATION

- **Changing EFT Bank Account**
  - **IMPORTANT: DO NOT CLOSE YOUR OLD ACCOUNT UNTIL THE FIRST EFT PAYMENT IS DEPOSITED INTO THE NEWLY DESIGNATED ACCOUNT.**
  - This agreement will remain in effect until CDTFA is notified in writing that you wish to redesignate your account and/or your financial institution or that you wish to cancel EFT service.
  - To redesignate, please submit a new CDTFA-555-LJ, *EFT Authorization Agreement for Local Jurisdictions*. Be sure to check the correct action box on the front of the form and provide the correct new information.
  - The first deposit into a new account should be made within 60 days from CDTFA's receipt of the completed EFT Authorization Agreement.
  - In the interim between the closing of the old account and opening of the new account, you may receive a warrant via U.S. Mail.
- **Canceling EFT Service**
  - To cancel EFT service, submit a new CDTFA-555-LJ, *EFT Authorization Agreement for Local Jurisdictions*, and check the Cancel EFT box. Be sure to complete all information blocks.
- **EFT Direct Deposit Posting Dates**
  - Funds will be deposited on the Warrant Issue Date as shown on CDTFA's Disbursement Calendar. The current calendar can be found on CDTFA's website at [www.cdtfa.ca.gov/taxes-and-fees/local-and-district-taxes.htm#calendar](http://www.cdtfa.ca.gov/taxes-and-fees/local-and-district-taxes.htm#calendar).
  - Most financial institutions post funds to accounts at the beginning of the bank business day; however, you should confirm your particular bank's practice to determine when funds will be available.

**REGISTRATION/ALLOCATION MEDIA REQUEST**

Please complete Sections I, II, &amp; III, and forward this form to the address at the bottom of this page.

Juris. I.D. # \_\_\_\_\_.

Resolution verified: YES\_\_\_ NO\_\_\_

Update\_\_\_\_\_

By\_\_\_\_\_

**IMPORTANT:** Each jurisdiction must have a resolution on file with the California Department of Tax and Fee Administration (CDTFA) to examine allocation and/or registration data. A sample resolution is included in Publication 28 which is available on our Website [www.boe.ca.gov/pdf/pub28.pdf](http://www.boe.ca.gov/pdf/pub28.pdf) or by calling the Department's Local Revenue Branch at (916) 309-5800.

**SECTION I: MEDIA RECIPIENT CONTACT INFORMATION**

(If the name/position below is not authorized by resolution or letter of designation, this form Must be signed by a position authorized by resolution to designate other officials or employees) ☐ County ☒ City ☐ District (add-on)

Your name: Christina HolmesJurisdiction: City of EscondidoTitle: Director of Finance

Tax Area Code: \_\_\_\_\_

Address: 201 N. BroadwayTelephone: 760-839-4676City, State, Zip: Escondido, CA 92025FAX: N/AE-Mail Address Christina.Holmes@Escondido.gov**SECTION II: REGISTRATION DATA REQUEST** (List of name, address and CDTFA account number for each business)

**A.** Do you require a one-time registration listing (Start-up) showing all sales and use tax accounts in your jurisdiction, Indicate yes or no: ☒ Yes ☐ No

**SECTION III: ALLOCATION DATA REQUEST** (List of local tax dollars distributed to your jurisdiction by CDTFA account number)

**A.** Do you wish to receive monthly allocation and registration media

Indicate yes or no: ☒ Yes ☐ No

**B.** If you require prior period local tax data\*, indicate the periods below:

(MMYY) From: \_\_\_\_\_ To: \_\_\_\_\_

\*AVAILABLE HISTORY IS LIMITED TO PREVIOUS 36 MONTHS.

Signed by individual (or designee) authorized by resolution to receive confidential CDTFA information:

Christina HolmesDirector of Finance 12/11/24

(Print Name)

(Signature)

(Title)

(Date)

**RETURN THIS FORM TO:**

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION LOCAL  
REVENUE BRANCH  
450 N STREET MIC 27  
PO BOX 942879  
SACRAMENTO CA 94279-0027  
FAX to (916) 324-3001

For assistance in completing this form, contact Harmeen Grewal at (916) 309-5883.



December 11, 2024

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**Item No. 2: PRESENTATION OF PLAQUE AND COMMENT FROM COUNCILMEMBER MICHAEL MORASCO-**

- No materials available for this item. A plaque will be presented to City Councilmember Michael Morasco recognition of his service on the City Council.



December 11, 2024

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### **Item No. 3: OATH OF OFFICE AND COMMENTS FROM NEWLY ELECTED OFFICIALS -**

- **No materials available for this item. The Oath of Office will be administered to Councilmember Christian Garcia, Councilmember-Elect Judy Fitzgerald and City Treasurer Doug Shultz.**



# STAFF REPORT

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December 11, 2024  
File Number 0610-55

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## SUBJECT

### REVIEW AND UPDATE OF CITY COUNCIL INTERAGENCY AND SUBCOMMITTEE ASSIGNMENTS

## DEPARTMENT

City Clerk's Office

## RECOMMENDATION

Request the City Council ratify members to serve on Interagency Boards and Council Subcommittees.

Staff Recommendation: Approval (City Clerk: 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

## BACKGROUND

The current list of Council Interagency and Subcommittees Appointments (Attachment 1) and proposed list of Council Interagency and Subcommittee Appointments are included for reference.

## ATTACHMENTS

1. Attachment "1" - Current Council Interagency and Subcommittee Appointment List
2. Attachment "2" – Proposed Council Interagency and Subcommittee Appointment List

# INTERAGENCY APPOINTMENTS

		COUNCIL REPRESENTATIVE	STAFF
01	NATIONAL LEAGUE OF CITIES	JOE GARCIA CONSUELO MARTINEZ (ALTERNATE)	CHRISTOPHER MCKINNEY
02	CLEAN ENERGY ALLIANCE	CHRISTIAN GARCIA MIKE MORASCO (ALTERNATE)	CHRISTOPHER MCKINNEY
03	ESCONDIDO CREEK WATERSHED	JOE GARCIA CONSUELO MARTINEZ (ALTERNATE)	ANGELA MORROW
04	LEAGUE OF CA CITIES	CHRISTIAN GARCIA JOE GARCIA (ALTERNATE)	SEAN MCGLYNN
05	NORTH COUNTY TRANSIT DISTRICT	JOE GARCIA DANE WHITE (ALTERNATE)	CHRISTOPHER MCKINNEY
06	REGIONAL SOLID WASTE ASSOC.	MIKE MORASCO DANE WHITE (ALTERNATE)	ANGELA MORROW
07	SANDAG	DANE WHITE MIKE MORASCO (ALTERNATE) JOE GARCIA (SECOND ALTERNATE)	SEAN MCGLYNN
08	SD COUNTY WATER AUTHORITY	RICK PAUL	ANGELA MORROW
09	SAN DIEGUITO RIVERPARK JPA	CONSUELO MARTINEZ DANE WHITE (ALTERNATE)	JOANNA AXELROD
10	NORTH COUNTY DISPATCH JPA	JOE GARCIA MIKE MORASCO (ALTERNATE)	JOHN TENDER

## LOCAL SUBCOMMITTEES

		COUNCIL REPRESENTATIVE	STAFF
01	BOARDS AND COMMISSIONS	CONSUELO MARTINEZ DANE WHITE	ZACK BECK
02	BUDGET	DANE WHITE CHRISTIAN GARCIA	CHRISTINA HOLMES
03	CCAE	CONSUELO MARTINEZ CHRISTIAN GARCIA	CHRISTOPHER MCKINNEY
04	DOWNTOWN PARKING	DANE WHITE CHRISTIAN GARCIA	CHRISTOPHER MCKINNEY
05	ECONOMIC DEVELOPMENT	DANE WHITE JOE GARCIA	JENNIFER SCHOENECK
06	HOMELESSNESS	DANE WHITE JOE GARCIA	CHRISTOPHER MCKINNEY
07	HOUSING	MIKE MORASCO CHRISTIAN GARCIA	CHRISTOPHER MCKINNEY
08	SCHOOLS	CONSUELO MARTINEZ CHRISTIAN GARCIA	JENNIFER SCHOENECK
09	UTILITIES	CHRISTIAN GARCIA MIKE MORASCO	ANGELA MORROW
10	DEFICIT	MIKE MORASCO JOE GARCIA	SEAN MCGLYNN
11	CCAE RFP	DANE WHITE JOE GARCIA	JENNIFER SCHOENECK



# STAFF REPORT

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December 11, 2024  
File Number 0610-70

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## SUBJECT

### APPOINTMENT OF DEPUTY MAYOR

## DEPARTMENT

City Clerk's Office

## RECOMMENDATION

Per Mayor White's nomination, request the City Council appoint Councilmember Consuelo Martinez to serve as Deputy Mayor in accordance with Ordinance No. 2020-28.

Staff Recommendation: Approval (City Clerk: 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

## BACKGROUND

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

Sec. 2-24. Deputy Mayor Selection.

- (a) The city council shall meet on the first Wednesday following certification of the results of the general municipal election and select a deputy mayor by appointment from among the councilmembers. If the deputy mayor leaves elected office, the city council shall appoint a new deputy mayor at the next regular city council meeting.
- (b) The deputy mayor shall serve a one-year term.
- (c) The deputy mayor position shall rotate among councilmembers representing the four council districts.



# CITY *of* ESCONDIDO

## STAFF REPORT

- (1) The city council shall appoint the deputy mayor based on seniority in current office. Each councilmember shall be appointed deputy mayor at least once during their four-year term in office.
  - (2) If multiple councilmembers have the same seniority at the time of appointment, the city council shall appoint the deputy mayor based on the highest votes received in the general election.
  - (3) If a councilmember fails or refuses to serve as deputy mayor, the councilmember shall not serve as deputy mayor until the other three councilmembers have another opportunity for appointment.
- (d) No city councilmember should be appointed deputy mayor during their first year in office.
- (e) The city council retains the right to appoint the deputy mayor by majority vote, notwithstanding subsection (b), whenever it deems necessary.

Councilmember Martinez has served on the City Council since 2018. Therefore, Councilmember Martinez is next in line to serve as Deputy Mayor.

KEY-

CONSENT CALENDAR CURRENT BUSINESS  
PUBLIC HEARING WORKSHOP PROCLAMATION

Item 11.



# CITY of ESCONDIDO

FUTURE AGENDA

1/8/2025

CURRENT BUSINESS - (C. MCKINNEY) – ANNUAL REPORT ON MOBILEHOME RENT REVIEW BOARD GUIDELINES

CURRENT BUSINESS - (C. HOLMES) FISCAL YEAR 2023/24 FINANCIAL STATUS REPORT AND BUDGET ADJUSTMENT REQUEST

1/15/2025

PUBLIC HEARING - (C. MCKINNEY) - INTERFAITH COMMUNITY SERVICES (PLACEHOLDER ITEM)

CURRENT BUSINESS - (Z. BECK) - CITIZENS' OVERSIGHT COMMITTEE INTERVIEWS

CURRENT BUSINESS - (J. SCHOENECK) - COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDs) WORKPLAN UPDATE