



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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**WEDNESDAY, MAY 20, 2026**

**4:00 PM - Closed Session (City Attorney Conference Room)**

**5:00 PM - Regular Session**

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

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### WELCOME TO YOUR CITY COUNCIL MEETING

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

#### MAYOR

Dane White

#### DEPUTY MAYOR

Joe Garcia (District 2)

#### COUNCILMEMBERS

Consuelo Martinez (District 1)

Christian Garcia (District 3)

Judy Fitzgerald (District 4)

#### CITY MANAGER

Sean McGlynn

#### CITY ATTORNEY

Michael McGuinness

#### CITY CLERK

Zack Beck

#### HOW TO WATCH

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

##### In Person



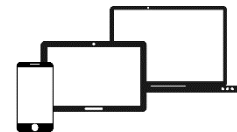
201 N. Broadway

##### On TV



Cox Cable Channel 19 and U-verse Channel 99

##### Online



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



# CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, MAY 20, 2026

## 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, MAY 20, 2026

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### CLOSED SESSION

4:00 PM

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#### CALL TO ORDER

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

#### ORAL COMMUNICATIONS

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

#### CLOSED SESSION

- I. **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Government Code § 54957.6)**
  - a. *Alexander Cox v. City of Escondido*  
San Diego Superior Court Case No. 24CU016279N

#### ADJOURNMENT



# CITY of ESCONDIDO

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

#### PROCLAMATION

Water Awareness Month

#### PRESENTATION

"Love Water, Save Water" 4th Grade Poster Contest Finalists' Recognition

#### CLOSED SESSION REPORT

#### ORAL COMMUNICATIONS

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#### CONSENT CALENDAR

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



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, MAY 20, 2026

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

**2. APPROVAL OF WARRANT REGISTER**

Request the City Council approve the City Council and Housing Successor Agency warrants issued between May 04, 2026 to May 10, 2026.

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

**3. APPROVAL OF MINUTES: None**

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

**5. AWARD OF CONTRACT FOR CONSTRUCTION FOR WESTSIDE PARK SKATE SPOT PROJECT TO GEOCON ENGINEERING INC.**

Request the City Council adopt Resolution No. 2026-82 awarding a construction contract to GeoCon Engineering Inc. and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$1,293,844.00 for construction of Westside Park Skate Spot Project ("Project").

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Director of Development Services)

Presenters: Jason Christman, Engineering Manager; Matt Souttere, Principal Engineer

a) Resolution No. 2026-82

**6. APPROVE PROPOSED SAN DIEGO GAS AND ELECTRIC EASEMENT AT 272 E. VIA RANCHO PARKWAY TO PROVIDE ELECTRICITY FOR 7 TESLA SUPERCHARGER CABINETS**

Request the City Council adopt Resolution No. 2026-21 authorizing the proposed San Diego Gas and Electric (SDG&E) easement located at 272 E. Via Rancho Parkway.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Director of Development Services)

Presenter: Leia Cabrera, Engineering Manager

a) Resolution No. 2026-21



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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### PUBLIC HEARINGS

**7. FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN FOR DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Request the City Council (1) conduct a public hearing to solicit and consider citizen input on the Fiscal Year 2026-2027 Annual Action Plan for the use of Community Development and Block Grant funds and (2) adopt Resolution No. 2026-83 approving Fiscal Year 2026-2027 Annual Action Plan for the use of Community Development and Block Grant funds, conditionally commit funds to projects, and authorize the Director of Community Development to execute contracts as appropriate.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Director of Development Services)

Presenters: Danielle Lopez, Housing and Neighborhood Services Manager and Dulce Salazar, Management Analyst

a) Resolution No. 2026-83

**8. CONTINUED PUBLIC HEARING FOR PL26-0088: REQUEST FOR REVOCATION OF CONDITION OF APPROVAL SPECIFIED IN EXHIBIT "E" OF RESOLUTION NO. 2024-183R PERTAINING TO CONDITIONAL USE PERMIT PH19-0049**

Request the City Council adopt Resolution No. 2026-64 to affirm or modify its decision in response to the request by Morrie Golcheh to waive the requirement for the payment of \$560,000 of the cost of a new traffic signal at the intersection of Rock Springs Road and Lincoln Avenue as specified in Street Improvements and Traffic Condition of Approval No. 5 in Exhibit "E" of Resolution No. 2024-183R adopted by the City Council on December 4, 2024 pertaining to Conditional Use Permit (PHG-19-0049) subject to one or more condition (s).

Staff Recommendation: Provide Direction (Development Services Department: Kevin Snyder, Director of Development Services)

Presenter: Kevin Snyder, Director of Development Services

a) Resolution No. 2026-64

### CURRENT BUSINESS

**9. COMMUNITY SERVICES DEPARTMENT USER FEE UPDATE**

Request the City Council receive and file the Community Services Department User Fee update.

Staff Recommendation: Receive and File (Community Services Department: Joseph Goulart, Director of Public Works)

Presenter: Robert Rhoades, Assistant Director of Community Services



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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**10. ADOPTION OF AMENDED FUND BALANCE AND RESERVE POLICY**

Request the City Council adopt Resolution No. 2026-85 modifying the City of Escondido Fund Balance and Reserve Policy.

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

Presenter: Christina Holmes, Director of Finance

a) Resolution No. 2026-85

### WORKSHOP

**11. FISCAL YEAR 2026/27 OPERATING BUDGET BRIEFING**

Request the City Council provide direction regarding the Fiscal Year 2026/27 Operating Budget.

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

Presenter: Christina Holmes, Director of Finance

**12. FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND FISCAL YEAR 2026/27 CAPITAL IMPROVEMENT PROGRAM BUDGET BRIEFING**

Request the City Council to review the proposed Fiscal Year 2026/27 Five-Year Capital Improvement Program and Budget and authorize staff to return with the Fiscal Year 2026/27 Capital Improvement Program and Budget for final adoption on June 17, 2026.

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

Presenter: Vinnie Bernabeo, City Manager's Office

### CURRENT BUSINESS

**13. LETTER IN SUPPORT OF ASSEMBLY BILL 1857 – THE GROCERY STORES ACCESS ACT**

Request the City Council approve sending a letter to the California State Assembly in Support of AB 1857.

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

Presenter: Zack Beck, City Clerk



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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### **14. APPOINTMENT OF AN AD-HOC SUBCOMMITTEE FOR THE CITY ATTORNEY REPLACEMENT PROCESS**

Request the City Council approve the creation of an Ad-Hoc Subcommittee for the City Attorney replacement process.

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

Presenter: Zack Beck, City Clerk

### **15. BOARD AND COMMISSION MAKE-UP INTERVIEWS**

Request the City Council conduct make-up interviews of applicants to fill vacancies on the City's Boards and Commissions.

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

Presenter: Zack Beck, City Clerk

## **FUTURE AGENDA**

### **16. FUTURE AGENDA**

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

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

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

### **CITY MANAGER'S REPORT**

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

### **ORAL COMMUNICATIONS**

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### **ADJOURNMENT**



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, MAY 20, 2026

### UPCOMING MEETING SCHEDULE

Wednesday, June 03, 2026 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*  
Wednesday, June 10, 2026 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.

### CEQA STATEMENT

Unless stated otherwise on the agenda, every item on the agenda is exempt from CEQA under Guideline Sections 15060(c), 15061(b)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065



**AFFIDAVITS**  
**OF**  
**ITEM**  
**POSTING –**

- **FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AND HOME INVESTMENT PARTNERSHIPS PROGRAM (“HOME”)**
- **CONDITIONAL USE PERMIT (CUP) MODIFICATION TERMINATING TRAFFIC SIGNAL INSTALLATION STIPULATION SPECIFIED IN EXHIBIT “E” OF CITY COUNCIL RESOLUTION NO. 2024-183R – CASE NO. PL26-0088**

**CITY OF ESCONDIDO  
HOUSING & NEIGHBORHOOD SERVICES  
201 N. BROADWAY  
ESCONDIDO, CA 92025-2798  
760-839-4841**

**NOTICE OF PUBLIC HEARING AND 30-DAY PUBLIC COMMENT PERIOD**

**FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AND HOME  
INVESTMENT PARTNERSHIPS PROGRAM (“HOME”)**

NOTICE IS HEREBY GIVEN on WEDNESDAY, MAY 20, 2026 at 5 p.m., the Escondido City Council will hold a Public Hearing to consider the adoption and approval of the 2026-27 Annual Action Plan for the Community Development Block Grant (“CDBG”) and HOME Investment Partnership (“HOME”) funds.

The City of Escondido is an entitlement jurisdiction and anticipates receiving \$1,957,671 in federal funds for CDBG (\$1,394,624) and HOME (\$563,047) programs in Fiscal Year (“FY”) 2026-27. These federals are intended to serve low- and moderate-income persons and areas, eliminate slum and blight and address urgent needs within the City of Escondido. The City of Escondido released a Request for Proposal in March 2026 soliciting CDBG applications and received 21 proposals from both external and internal applicants. The City has published a draft Annual Action Plan (“Plan”) with funding recommendations for public services and capital projects in FY 2026-27.

The City of Escondido would like to invite feedback from the public on the Plan. The Plan will be posted for a 30-day public comment period from April 16, 2026 until May 15, 2026. The Plan is available for a review on the City’s website at Housing & Neighborhood Services at <https://www.escondido.gov/214/Housing-Neighborhood-Services> or the Housing and Neighborhood Services Division at Escondido City Hall at 201 N. Broadway, Escondido, CA 92025. Further information or public comments can be submitted to Dulce Salazar at 760-839-4057 or [Dulce.Salazar@escondido.gov](mailto:Dulce.Salazar@escondido.gov) in the Housing and Neighborhood Services Division.

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

The City remains committed to complying with the Americans with Disabilities Act (“ADA”). Qualified individuals with disabilities who wish to participate in City programs, services, or activities and who need accommodations are invited to present their requests to the City by filing out a Request for Accommodations Form or an Inclusion Support Request Form for Minors, or by calling 760-839-4376, preferably at least 72 hours in advance of the event or activity. Forms can be found on the City’s website at: <https://www.escondido.org/americans-with-disabilities-act>.

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**CIUDAD DE ESCONDIDO  
VIVIENDA Y SERVICIOS AL VECINDARIO  
201 N. BROADWAY  
ESCONDIDO, CA 92025-2798  
760-839-4841**

**AVISO DE AUDIENCIA PÚBLICA Y PLAZO DE 30 DÍAS PARA COMENTARIOS  
PÚBLICOS**

**PLAN DE ACCIÓN ANUAL PARA EL AÑO FISCAL 2026-2027 PARA  
LA BECA DE DESARROLLO COMUNITARIO ("CDBG") Y POGRAMA DE SOCIEDADES  
DE INVERSIÓN EN VIVIENDA ("HOME")**


POR MEDIO DEL PRESENTE AVISO SE NOTIFICA que el MIÉRCOLES 20 DE MAYO DE 2026 a las 5 p.m., el Concejo de la Ciudad de Escondido realizará una Audiencia Pública para considerar la aprobación y adopción del Plan de Acción Anual 2026-27 para los fondos de la Beca de Desarrollo Comunitario ("CDBG") y Programa de Sociedades de Inversión ("HOME"). La audiencia pública se realizará en la Sala Consistorial del municipio de Escondido, 201 N. Broadway, Escondido.

La Ciudad de Escondido es una jurisdicción con derecho a fondos y anticipa recibir \$1,957,671 en fondos federales para los programas CDBG (\$ 1,394,624) y HOME (\$ 563,047) para el año fiscal 2026-27. Estos fondos federales están destinados a servir a personas y áreas de ingresos bajos y moderados, eliminar deterioración y marginales en los vecindarios y atender necesidades urgentes dentro de la Ciudad de Escondido. La Ciudad de Escondido publico una Solicitud de Propuesta en marzo del 2026 solicitando aplicaciones de CDBG y recibió 21 propuestas de solicitantes externos e internos. La Ciudad ha publicado un borrador del Plan de Acción Anual ("Plan") con recomendaciones de fondos para servicios públicos y proyectos de capital para el año fiscal 2026-27.

La Ciudad de Escondido invita al público a dar sus comentarios sobre el Plan. El Plan se publicará para un período de comentarios públicos de 30 días a partir del 16 de abril de 2026 hasta el 15 de mayo de 2026. El Plan está disponible para su revisión en el sitio web de la Ciudad en <https://www.escondido.gov/214/Housing-Neighborhood-Services> o en la División de Servicios de Vivienda y Vecindarios en el Municipio de Escondido en 201 N. Broadway, Escondido, CA 92025. Se puede enviar más información o comentarios públicos a Dulce Salazar al 760-839-4057 o [Dulce.Salazar@escondido.gov](mailto:Dulce.Salazar@escondido.gov) en la División de Vivienda y Servicios al Vecindario.

Si cuestiona el elemento descrito anteriormente ante una corte, podría quedar limitado a proponer solo aquellos asuntos que usted u otra persona haya propuesto en la audiencia pública descrita en este aviso, o en la correspondencia entregada al Concejo Municipal de Escondido durante o antes de la audiencia.

La Ciudad de Escondido sigue comprometida a cumplir con la Ley de Estadounidenses con Discapacidades (ADA). Las personas calificadas con discapacidades que deseen participar en programas, servicios o actividades de la Ciudad y que necesiten adecuaciones están invitadas a presentar sus solicitudes a la Ciudad llenando un Formulario de Solicitud de Adecuaciones o un Formulario de Solicitud de Apoyo de Inclusión para Menores, o llamando al 760-839-4376, preferiblemente al menos 72 horas antes del evento o actividad. Los formularios se pueden encontrar en el sitio web de la Ciudad en: <https://www.escondido.org/americans-with-disabilities-act>.

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

**NOTICE OF CONTINUED PUBLIC HEARING**

The Escondido City Council will hold a continued public hearing in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, California at **5:00 p.m.** on **Wednesday, May 20, 2026** to consider the item listed below. Please note that the City Council held the initial public hearing on April 8, 2026 and voted to continue the public hearing following receipt of public testimony and deliberation to a date and time uncertain necessitating additional public hearing notification.

**CONDITIONAL USE PERMIT (CUP) MODIFICATION TERMINATING TRAFFIC SIGNAL INSTALLATION STIPULATION SPECIFIED IN EXHIBIT “E” OF CITY COUNCIL RESOLUTION NO. 2024-183R – CASE NO. PL26-0088**

**REQUEST:** The request is for the modification to a previously approved Conditional Use Permit (PHG19-0049) to terminate a condition of approval requiring the developer of the Project further described below to pay \$560,000 of the construction cost of a new traffic signal at the intersection of Rock Springs Road and Lincoln Avenue as specified in Exhibit “E” of Resolution No. 2024-183R adopted by the City Council on December 4, 2024. The previously approved Conditional Use Permit (PHG19-0049) entitled the Project site for development of a gasoline service station and convenience store with concurrent sale of alcoholic beverages (beer and wine). The Project also included previous adoption of environmental documentation prepared for the Project.

**PROPERTY SIZE AND LOCATION:** The 1.14-acre site is composed of two parcels located at the northwest corner of West Mission Avenue and Rock Springs Road. The site is addressed as 900 West Mission Avenue, Escondido, CA 92025 (Assessor’s Parcel Numbers: 228-220-43-00; 228-220-13-00).

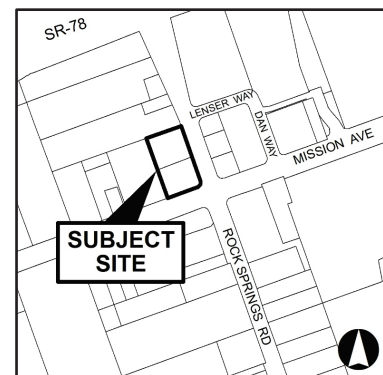
**ENVIRONMENTAL STATUS:** In accordance with the California Environmental Quality Act (CEQA) Section 15164 (Addendum to an EIR or Negative Declaration), an addendum to the adopted Mitigated Negative Declaration was previously prepared. None of conditions identified in Section 15162 (Subsequent EIRS and Negative Declarations) have occurred requiring preparation of a Subsequent Negative Declaration.

**PLANNING COMMISSION ACTION:** Because the request is directly related to previous action taken by the City Council, this item will be heard directly by the City Council with no prior Planning Commission review and recommendation.

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

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

The City of Escondido remains committed to complying with the Americans with Disabilities Act (ADA). Qualified individuals with disabilities who wish to participate in City programs, services, or activities and who need accommodations are invited to present their requests to the City by filing out a Request for Accommodations Form or an Inclusion Support Request Form for Minors, or by calling 760-839-4643, preferably at least 72 hours in advance of the event or activity. Forms can be found on the City’s website at: <https://escondido.gov/820/Americans-with-Disabilities-Act>



The staff report will be available on the City’s website at <https://escondido-ca.municodemeetings.com/> on or around Wednesday, May 14, 2026. **For additional information, please contact Kevin Snyder, AICP, Development Services Director, at 760-839-4801, or via email at [kevin.snyder@escondido.gov](mailto:kevin.snyder@escondido.gov), and refer to Case No. PL26-0088.**

Signed by:

*Sarena Garcia*  
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Sarena Garcia, Assistant City Clerk  
City of Escondido  
DATED: May 7, 2026



# STAFF REPORT

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May 20, 2026  
File Number 0400-40

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**SUBJECT**

**APPROVAL OF WARRANT REGISTER**

**DEPARTMENT**

Finance

**RECOMMENDATION**

Approval for City Council and Housing Successor Agency warrants issued between May 04, 2026 to May 10, 2026

Staff Recommendation: Approval (Finance Department: Christina Holmes)

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

**COUNCIL PRIORITY** –

**FISCAL ANALYSIS**

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

Dates	05/04/2026 to 05/10/2026
Total	\$4,259,798.93
Number of Warrants	165

**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.



Consent Item No. 3

May 20, 2026

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**APPROVAL**  
**OF**  
**MINUTES**



# 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 agendized in the Consent Calendar, as well as the full text of all ordinances agendized in either the Introduction and Adoption of Ordinances or General Items sections. **This particular consent calendar item requires unanimous approval of the City Council/RRB.**

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

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

### RECOMMENDATION

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

Respectfully Submitted,

Zack Beck  
City Clerk



# STAFF REPORT

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May 20, 2026

File Number 0600-10; A-3591

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## SUBJECT

**AWARD OF CONTRACT FOR CONSTRUCTION FOR WESTSIDE PARK SKATE SPOT PROJECT TO GEOCON ENGINEERING, INC.**

## DEPARTMENT

Development Services, Engineering Division

## RECOMMENDATION

Request the City Council adopt Resolution No. 2026-82 awarding a construction contract to GeoCon Engineering, Inc. and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$1,293,844 for construction of Westside Park Skate Spot Project ("Project").

Staff Recommendation: Approval (Development Services: Kevin Snyder, Director of Development Services)

Presenter: Jason Christman, Engineering Manager and Matt Souttere, Principal Engineer

**ESSENTIAL SERVICE** – Yes, Parks Facilities/Open Spaces

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

## FISCAL ANALYSIS

Park Development funds have been allocated for this Project. Sufficient funds are available in the CIP account to fully fund this Project.

## PREVIOUS ACTION

City Council adopted the Fiscal Year 2026 Capital Improvement Program budget and allocated Park Development Funds to complete the Project by December 2026.

## BACKGROUND

Westside Park is approximately three acres in size and contains basketball courts, picnic tables, shade structure, a tot lot/playground, restrooms, and an open turf area. The skate community within the City is a rapidly growing community with residents expressing the desire to have more skate parks installed within parks around the City.



# CITY of ESCONDIDO

## STAFF REPORT

As a result of community outreach efforts in support of skate parks, and the success of Washington Park Skate Spot, the City developed a second skate spot inside Westside Park. The City has received ongoing feedback from the skate community emphasizing the need for a second skate spot in the City to accommodate the growing demand.

On August, 28, 2024, City Council adopted Resolution No. 2024-129 awarding a Consulting Agreement to the design of Westside Park Skate Spot Project to New Line Skateparks, Inc. in the amount of \$260,196. New Line Skateparks, Inc. completed their design services and a produced a 100% Design Plan for formal bid.

The Project will include the construction of a permanent, custom skate park in Westside Park located at 333 South Spruce Street, Escondido, California, 92025. The work consists generally of construction including: traffic control and public convenience, removal of existing improvements for installation of skate park, new storm water BMP’s, installation of lights and reconnection of realigned electrical system, installation of removed turf and trees, installation and reconnection of removed irrigation components, and compliance to all applicable storm water pollution prevention (“NPDES”).

The Project bid documents were published for construction bids on March 18, 2026. On April 21, 2026, six sealed bids were received in response to the request for bids for the Project. The confirmed totals for the total base bid items are listed below:

GeoCon Engineering, Inc. dba GeoCon Skateparks, Inc.	\$1,293,844.00
Palm Engineering Construction Company, Inc.	\$1,483,258.00
SWCS Inc dba Southwest	\$1,524,236.18
Western State Builders, Inc.	\$1,536,143.00
Sitka Construction Group	\$1,574,670.00
Matcon General Engineering Inc.	\$1,850,806.70

Staff has evaluated the bids and determined that the construction bid submitted by GeoCon Engineering, Inc., is the lowest responsive and responsible bid. The bid submitted by GeoCon Engineering, Inc. meets all requirements set forth in the bid documents. Staff recommends awarding a public improvement agreement in the amount of \$1,293,844 to GeoCon Engineering Inc. for construction of this Project.

### RESOLUTIONS

- a. Resolution No. 2026-82
- b. Resolution No. 2026-82 – Exhibit “A” – Public Improvement Agreement

RESOLUTION NO. 2026-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT WITH GEOCON ENGINEERING INC., FOR CONSTRUCTION OF THE WESTSIDE PARK SKATE SPOT PROJECT

WHEREAS the City Council has allocated funding in the Park Development Funds for construction of the Westside Park Skate Spot Project (“Project”); and

WHEREAS, a notice inviting bids for said improvements was duly published on March 18, 2026; and

WHEREAS, pursuant to said notice, six sealed bids for the project were opened and evaluated on April 21, 2026; and

WHEREAS, GeoCon Engineering, Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize a Public Improvement Agreement with GeoCon Engineering, Inc. in the amount of \$1,293,844.00.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Improvement Agreement with GeoCon Engineering, Inc. in a substantially similar form to

that which is attached and incorporated to this Resolution as Exhibit "A," and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO  
PUBLIC IMPROVEMENT AGREEMENT

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

Between: CITY OF ESCONDIDO  
a California municipal corporation  
201 N. Broadway  
Escondido, CA 92025  
Attn: Michael Tully  
760-839-4011  
("CITY")

And: GeoCon Engineering, Inc.  
a California corporation  
dba GeoCon Skateparks  
24738 Gallineta Way  
Ramona, CA 92065  
Attn: George Zadrozny  
760-822-2959  
("CONTRACTOR").

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

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the Westside Park Skate Spot Project (“Project”), occurring on property located at 333 South Spruce Street Escondido, CA 92025 and having assessor’s parcel numbers (APN) 232-290-22-00, 232-290-23-00, 232-290-25-00 (“Property”), as further described herein.

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

1. Project Documents. The Notice Inviting Sealed Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Change Orders, Shop Drawing Transmittals, Information Required of CONTRACTOR, Non-collusion Affidavit, Insurance Certificates, Guarantees, General Conditions, Supplementary General Conditions, Special Conditions, Plans, Drawings, Specifications, the Agreement, and all modifications, addenda, and amendments thereto (“Project Documents”) are incorporated herein

by this reference as if fully set forth herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Description and Performance of Work. CONTRACTOR shall furnish all work described in the Project Documents ("Work"). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.
3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$1,293,844** ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy **within 90 working days of the City's Notice to Proceed** ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.
5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of **\$500 per day** for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
6. Insurance Requirements.
  - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
    - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.
    - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9),

including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under CONTRACTOR's control and engaged in the Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

- (3) *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
  - (4) *Fire Insurance.* Before the commencement of the Work, the CONTRACTOR shall procure, maintain, and cause to be maintained at the CONTRACTOR's expense, fire insurance on all Work subject to loss or damage by fire and the entire structure on which the Work of this Agreement is to be done to the insurable value thereof. The amount of fire insurance shall be subject to approval by the CITY and shall be sufficient to protect the Work against loss or damage in full until the Work is completed and accepted by the CITY. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the CITY.
  - (5) *Builder's Risk/"All Risk" Insurance.* The CONTRACTOR, during the progress of the Work and until final acceptance of the Work by CITY, shall maintain Builder's Risk/"All Risk," course-of-construction insurance satisfactory to CITY issued on a completed value basis of all WORK pursuant to this Agreement. Coverage is to provide extended coverage and insurance against vandalism, theft, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Engineer's services and expenses required as a result of such insured loss upon the Work, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the CITY and the City Engineer as an additional named insured and any other person with an insurable interest designated.
  - (6) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
  - (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
  - (3) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.

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

liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.

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

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

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

8. Bonds.

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

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

designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY's employees to the Project.

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

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

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

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

\_\_\_\_\_  
Dane White, Mayor

GeoCon Engineering, Inc.  
dba GeoCon Skateparks

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

\_\_\_\_\_  
Signature

George Zadrozny, President  
Name & Title (please print)

506706  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

APPROVED AS TO FORM:

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

BY: \_\_\_\_\_

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



# STAFF REPORT

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May 20, 2026  
File Number 0690-80

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## SUBJECT

**APPROVE PROPOSED SAN DIEGO GAS AND ELECTRIC EASEMENT AT 272 E. VIA RANCHO PARKWAY TO PROVIDE ELECTRICITY FOR 7 TESLA SUPERCHARGER CABINETS**

## DEPARTMENT

Development Services

## RECOMMENDATION

Request the City Council adopt Resolution No. 2026-21 authorizing the proposed San Diego Gas and Electric (SDG&E) easement located at 272 E. Via Rancho Parkway.

Staff Recommendation: Approval (Development Services: Kevin Snyder, Director of Development Services)

Presenter: Leia Cabrera, Engineering Manager

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

**COUNCIL PRIORITY** – Drive Community and Land Development

## FISCAL ANALYSIS

There are no City-incurred costs associated with approval of the proposed San Diego Gas & Electric (“SDG&E”) easement.

## PREVIOUS ACTION

None

## BACKGROUND

Tesla is proposing the installation of seven (7) supercharger cabinets at 272 E. Via Rancho Parkway (“Project”). This City-owned portion of real property is currently known as the North County Mall and is subject to a Ground Lease dated February 2, 1981 between the City of Escondido, as landlord/lessor and EWH 1979 Development Company, L.P., as tenant/lessee. The proposed work includes twenty-eight (28) Tesla charge posts, seven (7) light posts, and a new air pump. In order to facilitate this work, SDG&E seeks an easement and right-of-way over a portion of the property for the installation, operation, maintenance, repair, replacement, and removal of underground and aboveground facilities. These facilities include pad-



# CITY of ESCONDIDO

## STAFF REPORT

mounted electrical equipment for transmission and distribution of electricity and communication facilities for SDG&E's internal purposes.

In accordance with California Government Code § 40602, the Mayor shall sign all written conveyances made or entered into by the City. Also, this Project is categorically exempt from environmental review pursuant to CEQA Guidelines § 15304 (Minor Alterations to Land) since the work involves minor trenching and backfilling where the surface is restored.

### RESOLUTION

- a. Resolution No. 2026-21
- b. Resolution No. 2026-21 – Exhibit "A" – Proposed SDG&E Easement at 272 E. Via Rancho Parkway

RESOLUTION NO. 2026-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE GRANT OF A UTILITY EASEMENT TO SAN DIEGO GAS AND ELECTRIC AT 272 E. VIA RANCHO PARKWAY

WHEREAS, a portion of real property identified as Assessor’s Parcel Number 271-030-20 (“Premises”) is owned by the City of Escondido and is subject to that certain Ground Lease dated February 2, 1981 (“Ground Lease”), by and between the City of Escondido, as landlord/lessor, and EWH 1979 Development Company, L.P., as tenant/lessee, covering premises currently known as the North County Mall; and

WHEREAS, San Diego Gas & Electric (“SDG&E”) seeks an easement and right-of-way over a portion of the Premises for the installation, operation, maintenance, repair, replacement, and removal of underground electrical facilities, together with related aboveground structures, including but not limited to pad-mounted electrical equipment and appurtenances for the transmission and distribution of electricity, as well as communication facilities and appurtenances used solely for SDG&E’s internal communications; and

WHEREAS, the granting of such easement is intended to support the installation of a Tesla Supercharger facility; and

WHEREAS, upon the City’s request, SDG&E, as grantee, shall (i) remove its facilities from the easement area within a reasonable period of time, and (ii) upon further request by the City, as grantor, execute and deliver to the City a good and sufficient quitclaim of the easement; provided, however, that SDG&E shall be afforded such time as may be reasonably necessary to obtain all required governmental

and regulatory approvals for such removal and quitclaim, including, without limitation, any approvals required by the California Public Utilities Commission; and

WHEREAS, California Government Code Section 40602 states the Mayor shall sign all written conveyances made or entered into by the City; and

WHEREAS, the Project is categorically exempt from environmental review pursuant to CEQA Guidelines Section 15304 (Minor Alterations to Land) since the work involves minor trenching and backfilling where the surface is restored; and

WHEREAS, to accomplish the installation of the Tesla Supercharger facility, the City wishes to authorize and approve the attached grant of Easement to SDG&E.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute, on behalf of the City of Escondido, the Easement, attached hereto as Exhibit "A", affecting a portion of real property identified as Assessor's Parcel Number 271-030-20, subject to final approval as to form by the City Attorney.

Item 6.

Recording Requested by  
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company  
8306 Century Park Court  
San Diego, CA 92123  
Attn: Real Estate Records - CP4-2

SPACE ABOVE FOR RECORDER'S USE

Project No. 3-592099  
Notif. No. 3-592167  
A.P.N. No. 271-030-20  
SR No. : 1385982

Transfer Tax None  
SAN DIEGO GAS & ELECTRIC COMPANY

**RW 377570**

EASEMENT

CITY OF ESCONDIDO, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Underground facilities, together with aboveground structures consisting of, but not limited to, pad-mounted electrical equipment, and appurtenances for the transmission and distribution of electricity.
2. Communication facilities, and appurtenances, used solely and exclusively for SDG&E internal communications.

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the City of Escondido, County of San Diego, State of California described as follows:

Parcel 7 of Parcel Map No. 14270, filed May 01, 1986 at Recorder's File No. 86-172854, in the Office of the County Recorder of said County of San Diego.

The easement in the aforesaid lands shall be more particularly described on Exhibit "A" as shown and delineated on Exhibit "B", consisting of three (3) sheets, attached hereto and made a part hereof.

All engineering data and/or legal descriptions(s) for the location(s) of the facilities set forth in Exhibit A of this easement has been furnished to Grantee by Tesla's Engineer Craig D. Wilson, LS 7142. Tesla accepts full responsibility for the accuracy of such data and descriptions and declares that the descriptions represent the locations where Grantee's facilities shall be constructed and maintained within Grantor's property as previously agreed upon by Grantor and Grantee. Tesla agrees that should any changes in grade, realignment of road, street, or avenue, or relocation of facilities become necessary as a result of inaccuracies of data furnished by Tesla in Exhibit A, such changes, realignment or relocation shall be immediately remedied by Tesla at Tesla's sole expense, and upon Tesla's failure to remedy same within 30 days after demand, Grantee shall have the right, but not the duty, to make such changes, realignments or relocations and Tesla shall promptly pay to Grantee all reasonable charges thereof. Tesla's obligations hereunder shall terminate upon the date that Tesla ceases to operate an electric vehicle charging station on the Property, provided that Tesla shall be responsible for any costs that accrued prior to such termination.

In order to provide adequate working space for Grantee, Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed any building or other structure, park any vehicle, deposit any materials, plant any trees and/or shrubs or change ground elevation within eight (8) feet of the front of the door or hinged opening of any above ground facility installed within this easement.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Upon Grantor's request, Grantee will (i) remove Grantee's facilities from the Easement within a reasonable period of time, and (ii) upon Grantor's request, furnish Grantor a good and sufficient quitclaim of the Easement; provided, that Grantee shall have such time as is necessary to obtain any and all agency or jurisdictional requirements and approvals necessary for such removal and quitclaim, including but not limited to any approval from the California Public Utilities Commission as may be required.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

Drawn: SLS/BT  
Checked: SM  
Date: 06/22/2025 (Rev. 08/19/2025) (Rev. 01/29/2026) (Rev. 03/12/26)

IN WITNESS WHEREOF, Grantor executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR**  
CITY OF ESCONDIDO

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Mayor

(ABOVE SIGNATURE MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

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

BY: \_\_\_\_\_

**SEEN AND AGREED TO BY:**

TESLA

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(PRINT NAME)

Title: \_\_\_\_\_

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me \_\_\_\_\_,  
(name, title of officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature of Notary Public)

(Notary Seal)

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me \_\_\_\_\_,  
(name, title of officer)

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature of Notary Public)

(Notary Seal)

**Exhibit "A"**  
**Legal Description**  
**APN: 271-030-20**  
**Electrical Easement**

Portions of Parcel 7 of Parcel Map No. 14270, in the City of Escondido, County of San Diego, State of California, in File No. 86-172854, in the Office of the County Recorder of said County, described as follows:

**Strip 1 (6 feet wide)**

**COMMENCING** at a corner of said Parcel 7 on Beethoven Drive, being the southeasterly terminus of a northeasterly line of said Parcel 7, shown on said Parcel Map with a bearing of North 44°38'31" West, and a distance of 395.54 feet; thence along said northeasterly line North 44°38'31" West, 152.29 feet to the **POINT OF BEGINNING**; thence departing said northeasterly line South 45°21'29" West, 17.92 feet to the beginning of a curve concave northerly having a radius of 25.00 feet; thence westerly 38.80 feet along said curve through a central angle of 88°55'34"; thence North 45°42'57" West, 29.34 feet to the beginning of a curve concave southerly having a radius of 15.00 feet; thence northwesterly 11.93 feet along said curve through a central angle of 45°35'06"; thence South 88°41'57" West, 0.10 feet to a point hereinafter known as **POINT "A"**, and the **POINT OF TERMINUS**.

**CONTAINING:** 596 square feet, more or less.

**Parcel 1**

**BEGINNING** at the aforementioned **Point "A"**; thence South 44°38'31" East, 0.17 feet; thence South 45°21'29" West, 2.67 feet; thence South 44°38'31" East, 2.17 feet; thence South 45°21'29" West, 8.86 feet; thence North 44°38'31" West, 2.17 feet; thence South 45°21'29" West, 2.67 feet; thence North 44°38'31" West, 14.79 feet; thence South 45°21'29" West, 7.00 feet; thence North 44°38'31" West, 9.94 feet; thence North 45°21'29" East, 18.74 feet; thence South 44°38'31" East, 10.98 feet; thence North 45°21'29" East, 2.45 feet; thence South 44°38'31" East, 13.58 feet to the **POINT OF BEGINNING**.

**CONTAINING:** 413 square feet, more or less.

**CONTAINING:** 1,009 total square feet, more or less.

Exhibit "B" attached hereto and made a part hereof.

**END OF DESCRIPTION**

This legal description and exhibit have been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

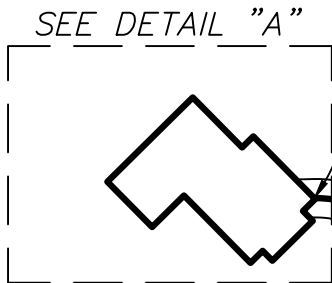


\_\_\_\_\_  
Craig D. Wilson  
Licensed Land Surveyor  
California No. 7142



04/13/2026  
\_\_\_\_\_  
Date

# EXHIBIT "B"



POINT "A"  
POT

$R=15.00'$   $L=11.93'$   
 $\Delta=45^{\circ}35'06''$

POB

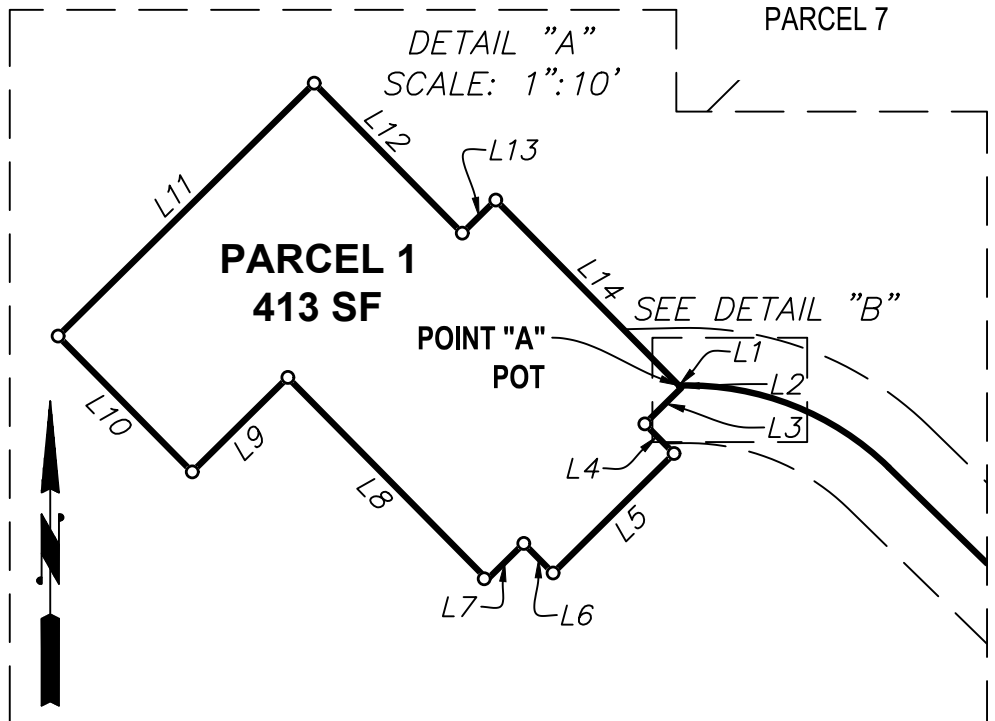
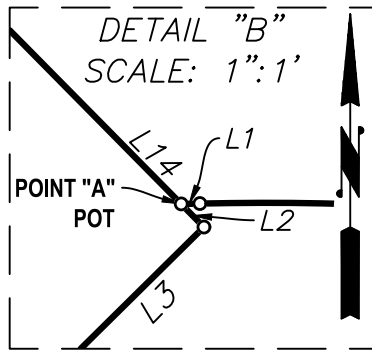
STRIP 1  
596 SF

$R=25.00'$   $L=38.80'$   
 $\Delta=88^{\circ}55'34''$

BEETHOVEN DRIVE

PARCEL 7  
 APN: 271-030-20  
 Doc No: 86-087685

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S88°41'57"W	0.10'
L2	S44°38'31"E	0.17'
L3	S45°21'29"W	2.67'
L4	S44°38'31"E	2.17'
L5	S45°21'29"W	8.86'
L6	N44°38'31"W	2.17'
L7	S45°21'29"W	2.67'
L8	N44°38'31"W	14.79'
L9	S45°21'29"W	7.00'
L10	N44°38'31"W	9.94'
L11	N45°21'29"E	18.74'
L12	S44°38'31"E	10.98'
L13	N45°21'29"E	2.45'
L14	S44°38'31"E	13.58'



POC  
 CORNER OF  
 PARCEL 7

### ABBREVIATIONS

POB POINT OF COMMENCEMENT  
 POC POINT OF BEGINNING  
 POT POINT OF TERMINUS

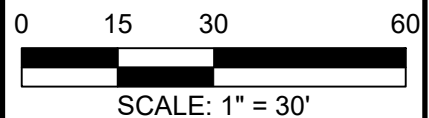
Z:\26.35TSL001.65-272EViaRanchoParkway\Drawings\26.35TSL-Exhibit B.dwg, 3/10/2026 1:08 PM



A Disabled Veteran Business Enterprise

PH: (714) 486-0258 CONAWAYGEO.COM

TESLA  
 272 E VIA RANCHO PARKWAY  
 ESCONDIDO, CA  
 EXHIBIT B  
 ELECTRICAL EASEMENT



PAGE: 1  
 DATE: 03/10/26



# STAFF REPORT

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May 20, 2026  
File Number 0870-11

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## SUBJECT

**FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN FOR DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

## DEPARTMENT

Development Services; Housing and Neighborhood Services

## RECOMMENDATION

Request the City Council (1) conduct a public hearing to solicit and consider citizen input on the Fiscal Year 2026-2027 Annual Action Plan for the use of Community Development and Block Grant funds and (2) adopt Resolution No. 2026-83 approving FY 2026-2027 Annual Action Plan for the use of Community Development and Block Grant funds, conditionally commit funds to projects, and authorize the Director of Community Development to execute contracts as appropriate.

Staff Recommendation: Approval (Development Services: Kevin Snyder, Director of Development Services)

Presenter: Danielle Lopez, Housing and Neighborhood Services Manager and Dulce Salazar, Management Analyst

**ESSENTIAL SERVICE** – Yes, Keep City Clean for Public Health and Safety; Land Use/Development; Public Works/Infrastructure; Maintenance of Parks facilities/Open Spaces

**COUNCIL PRIORITY** – Build Trust and Accountability; Drive Community and Land Development

## FISCAL ANALYSIS

The City of Escondido (“City”) receives an annual federal entitlement from Housing and Urban Development (“HUD”) for community development and housing activities. On April 10, 2026, HUD announced that the City will receive an allocation of \$1,394,624 in CDBG funds for Fiscal Year (“FY”) 2026-2027. Community Development and Block Grant (“CDBG”) funds will be used to support the Consolidated Plan priorities, funding City-sponsored and community-based organizations in public services, capital, and neighborhood improvement projects. HUD funds must assist the low- and moderate-income residents of Escondido and may not be used to supplant City funds. Funds may also be used to pay for administrative and planning services, subject to regulatory limitations.

CDBG projects and administrative costs will be funded solely by grant money and will not negatively impact the General Fund.



# CITY of ESCONDIDO

## STAFF REPORT

### PREVIOUS ACTION

On June 25, 2025, the City Council conducted a public hearing to solicit and consider citizen input on the Five-Year 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan for the use of CDBG and HOME Investment Partnership Program (“HOME”) funds; and adopted Resolution No. 2025-69 approving FY 2025-2029 Consolidated Plan and FY 2025-2026 Annual Action Plan for the use of CDBG and HOME funds, conditionally committing funds to projects, authorized the Director of Community Development to execute contracts as appropriate and approved the submittal of the FY 2025-2029 Consolidated Plan and the FY 2025-2026 Annual Action Plan to HUD.

On January 7, 2026, the City Council received a comprehensive overview of the CDBG and HOME Programs.

On February 18, 2026, the City Council held the first of two public hearings associated with the FY 2026-2027 Annual Action Plan. City Council reaffirmed the priorities adopted in the 2025-2029 Five-Year Consolidated Plan, approved an allocation process that provides for the maximum allowable amounts for administrative costs and public service allocations, and authorized the release of an RFP for CDBG public services and community development activities.

### BACKGROUND

The City of Escondido is considered an entitlement jurisdiction and receives an annual allocation from HUD for the operations of its CDBG program. The funding is determined by a formula calculated by HUD, based on population, age of the city and poverty levels. The City’s allocation can fluctuate year-to-year causing funding to increase or decrease in various programs.

As a recipient of the federal funds, the City is required to submit a five-year Consolidated Plan, an Annual Action Plan that is required for each year of the Consolidated Plan period, and a Consolidated Annual Performance and Evaluation Report (“CAPER”) to monitor its progress, outcomes, and expenditures for the program year.

The Consolidated Plan is intended to provide a comprehensive, strategic framework for a community to establish a unified vision and Action Plan to address the needs of low-and moderate- income individuals, families and neighborhoods. The goals of CDBG program covered by the Consolidated Plan are to provide services to low-and moderate- income households, provide a suitable living environment, and expand economic opportunities.

HUD requirements for the development of the Consolidated Plan include a community assessment of the City’s housing and community development needs, including homeless and non-homeless needs; the development of a comprehensive citizen participation plan; the development of a five-year strategic plan; the identification of priorities to benefit low-and moderate- income individuals; and the development of a one-year Action Plan to address the established priorities.



# CITY of ESCONDIDO

## STAFF REPORT

### CDBG

The CDBG program is a block grant program that provides communities with resources to address a wide range of unique community development needs. The CDBG program works to ensure decent affordable housing and neighborhoods, to provide services to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses. Each CDBG activity must meet one of the following national objectives and one of the Consolidated Plan priorities. Historically, Escondido projects have focused on the first national objective of benefiting low- and moderate-income persons.

### HUD National Objectives

- Benefit low- and moderate-income persons;
- Aid in the eliminate slums or blight; or
- Meet a particular urgent community need because existing conditions pose a serious threat and no other source of funds is available. This national objective is rare and is designated only for activities that alleviate emergency conditions, e.g., fire, flood, earthquake.

Based on the community needs assessments and public participation, City staff have identified four overarching priorities for the 2025-2029 Consolidated Plan period. Each year, prior to the adoption of the One-Year Action Plan, the City Council is asked to review and reaffirm the priorities and may choose to adopt changes at that time. For FY 2026-2027 these priorities were reaffirmed at the February 18, 2026, council meeting.

### FY 2025-2029 CDBG Priorities

- Support the development and preservation of affordable rental and homeownership opportunities.
- Expand access to supportive services to prevent and reduce homelessness, promote housing stability, and foster long-term solutions.
- Promote safe and healthy communities by improving public facilities, upgrading infrastructure, and supporting neighborhood revitalization efforts.
- Deliver essential public services to vulnerable populations, including youth, families, and seniors with low to moderate incomes and individuals with special needs.

The one-year Action Plan, required for each year of the Consolidated Plan period, will determine the goals, objectives and performance benchmarks for activities for a single year and will specify how CDBG entitlement funds are spent. This year an RFP was released on February 23, 2026, with applications due March 16, 2026. The RFP was posted to the City's website, advertised on BidNet, and emailed to the CDBG mailing list consisting of approximately 60 service providers.

In response to the RFP, the City received 21 proposals, from both internal and external applicants totaling



# CITY of ESCONDIDO

## STAFF REPORT

over \$3.7M dollars in requests, for \$1,394,624 available in CDBG funds. Proposals were analyzed and scored by Housing and Neighborhood Services staff on a 100-point scale based on agency information, capacity, and experience, project description, and financial information. Prior to formal consideration, these recommendations were presented to City Councilmembers in individual meetings to solicit feedback and funding priorities. Council members provided comments that informed the final recommendation.

### Citizen Participation and Public Outreach

Citizen participation is a primary requirement for the preparation of the Consolidated Plan and Annual Action Plans. In accordance with the Citizen Participation Plan, the City must conduct two public hearings to solicit and consider citizen input on the Annual Action Plan. The first public Hearing was held on February 18, 2026 and the second will be held on May 20, 2026. The City Council actions on May 20, will identify specific programs and activities to be undertaken with FY 2026-2027 funds and will conditionally commit funding to specific organizations. Final commitment is dependent on HUD’s acceptance of the Action Plan, completion of a National Environmental Policy Act (“NEPA”) environmental review, receipt of environmental clearance from HUD, provision of appropriate insurance verification, and acceptance of City contract terms.

The City released a public notice in the Escondido Times Advocate, on April 16, 2026, noticing a 30-day public comment period on the draft 2026-2027 One Year Action Plan for CDBG funds. Additionally, staff posted a copy of the draft Annual Action Plan on the Housing and Neighborhood Services Department website and made hard copies available at the front counter in City Hall. All applicants were notified of the draft Annual Action Plan. At the time of this report, City staff received three public comments, questions, or concerns on the priorities or plans.

During the open public comment period, City staff presented on the Annual Action Plan at three community meetings. The first was on April 23, 2026 to the Neighborhood Leadership Forum, the second was on May 1, 2026 at the Escondido Education COMPACT’s CAFÉ Meeting, and the third was at a Community Forum on May 7, 2026 at City Hall. A total of 43 community members attended the meetings. In addition to the CAFÉ meeting, a flyer requesting feedback was sent to Café’s list serve of approximately 300 service providers. The flyer was also posted to the City’s social media channels.

### Proposals

For FY 2026-2027, the City received 21 proposals for CDBG funds. The recommended agencies and funding amounts are found in the table below, and a more detailed list of project proposals received can be found in Attachment “2”:

**CDBG Funding Allocations for FY 2026-2027**  
**\$1,394,624**



# CITY of ESCONDIDO

## STAFF REPORT

<b>Administration</b>	CDBG Administration (20% Cap)		<b>278,924.80</b>	
<b>Public Service Applicants</b>	<b>Project Name</b>	<b>Recommended for funding Yes/No</b>	<b>Funds Requested (15% Cap \$209,193.60)</b>	
Meals on Wheels	Escondido Senior Meal Delivery & Supportive Services	<b>Yes</b>	<b>\$25,000</b>	
Community Services	Senior Cares Program	<b>Yes</b>	<b>\$21,287</b>	
Voices for Children	Transitional Age Youth CASA Program	<b>Yes</b>	<b>\$10,000</b>	
Project Next (Legal Name: The San Marcos Promise)	Focused Futures at Escondido High School	<b>Yes</b>	<b>\$30,000</b>	
CSA San Diego	Fair Housing Services	<b>No</b>	<b>\$45,500</b>	
Alabaster Jar Project	Support Services for Survivors of Human Trafficking	<b>Yes</b>	<b>\$50,000</b>	<b>Recommend: \$43,953</b>
Escondido Education COMPACT	Escondido Youth Stewardship Corps	<b>Yes</b>	<b>\$50,000</b>	<b>Recommend: \$43,953</b>
Legal Aid Society of San Diego, Inc.	Fair Housing Services	<b>Yes</b>	<b>\$35,000</b>	
			<b>\$231,787.11</b>	<b>Recommend: \$209,193</b>
<b>Capital Applicants</b>	<b>Project Name</b>	<b>Recommended for funding Yes/No</b>	<b>Funds Requested</b>	
Public Works Department/Park	Westside Park Playground Fencing	<b>No</b>	<b>\$35,000</b>	
Public Works Department/Park	Washington Park Playground Sidewalk	<b>Yes</b>	<b>\$38,046.50</b>	
Public Works Department/Parks	Jesmond Dene Park Playground Sidewalk	<b>Yes</b>	<b>\$50,000</b>	
Housing and Neighborhood Services	Neighborhood Cleanup	<b>Yes</b>	<b>\$50,000</b>	<b>Recommend: \$75,000</b>
Urban Corps of San Diego County	Urban Corps Escondido Recycling Center Fencing Replacement	<b>Yes</b>	<b>\$90,000</b>	



# CITY of ESCONDIDO

## STAFF REPORT

The Vine Institute	Escondido AgX Regional Innovation Hub	Yes	\$250,000	
Shaback Humanitarian Bank	Public Facility & Improvement Buildout	No	\$125,000	
Metropolitan Area Advisory Committee on Anti-Poverty of San Diego, Inc. (MACC)	Asencia	Yes	\$1,341,561	Recommend: \$403,460.50
Metropolitan Area Advisory Committee on Anti-Poverty of San Diego, Inc. (MACC)	Ivy	No	\$1,341,561	
<b>Total:</b>			\$3,371,168.50	Recommend: \$906,507

### Conclusion

On June 3, staff will return with the HOME allocations as well as the request for council to authorize staff to submit the 2026-2027 Annual Action Plan to HUD. The deadline for the City to submit the FY 2026-2027 Annual Action Plan to HUD is August 16, 2026.

### RESOLUTIONS

- a. Resolution No. 2026-83
- b. Resolution No. 2026-83—Exhibit “A”—CDBG Allocations
- c. Resolution No. 2026-83—Exhibit “B”—CDBG Agreement

### ATTACHMENTS

- a. Attachment “1” – Budget Adjustment
- b. Attachment “2” – Proposed Project Descriptions
- c. Attachment “3” – CDBG Eligible Area Map



# BUDGET ADJUSTMENT REQUEST

Department:	Development Services/HNS	<b>For Finance Use Only</b> BA # _____ Fiscal Year _____
Department Contact:	Dulce Salazar	
City Council Meeting Date: (attach staff report)	5/20/2026	

## EXPLANATION OF REQUEST

The City will receive an allocation of \$1,394,624 in CDBG funds in Fiscal Year ("FY") 2026-2027. Below is a list of recommended projects for the CDBG Program in FY 2026-27.

## BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
CDBG Administration	GRT-NEW	\$278,924	
Meals on Wheels	GRT-NEW	\$25,000	
Senior Cares	GRT-NEW	\$18,693	
Fair Housing	GRT-NEW	\$35,000	
Voices for Children	GRT-NEW	\$10,000	
Project NEXT	GRT-NEW	30,000	
Escondido Education COMPACT	GRT-NEW	\$43,953	
Alabaster Jar Project	GRT-NEW	\$43,953	
Neighborhood Cleanup	GRT-NEW	\$75,000	
The Vine Institute	GRT-NEW	\$250,000	
Urban Corps Escondido Center	GRT-NEW	\$90,000	

Attachment "1"

Item 7.

Jesmond Dene Playground Sidewalk	<b>GRT-NEW</b>	<b>\$50,000</b>	
Washington Park Playground Sidewalk	<b>GRT-NEW</b>	<b>\$38,046.50</b>	
MACC	<b>GRT-NEW</b>	<b>\$403,460.50</b>	

**APPROVALS**

<b>DEPARTMENT HEAD</b>	<b>DATE</b>	<b>FINANCE</b>	<b>DATE</b>

**City of Escondido, Fiscal Year 2026-2027  
CDBG Allocations: \$1,394,624**

**Administration - 20% cap of allocation (\$278,924 max)**

**Total Administration                      \$278,924**

Senior Cares (\$21,287.11)

Senior Cares provides services for low-and moderate-income ("LMI") senior residents in Escondido. The program operates a dedicated resource center with trained staff. Staff connect customers to essential resources such as transportation, meal programs, social services, and other support systems that promote housing stability and overall well-being. This program addresses the Consolidated Plan priority of providing essential public services to vulnerable populations, including seniors, families, youth, and individuals with special needs. It meets the HUD national objective of benefiting LMI persons/households on a limited clientele basis.

Alabaster Jar Project (\$50,000)

The program provides shelter and therapeutic services for survivors of human trafficking who are experiencing or at-risk of becoming homeless. Funding will provide staffing to deliver therapeutic and housing services for 3-5 survivors of human trafficking. The program addresses the Consolidated Plan priority of expanding access to supportive services to prevent and reduce homelessness, promote housing stability, and foster long-term solutions and the HUD national objective of benefitting LMI persons/households on a limited clientele basis.

Voices for Children (\$10,000)

The Court Appointed Special Advocate (CASA) program ensures that children in foster care receive the resources to navigate the child welfare and court systems. Through this project, Voices for Children will recruit, train, and supervise CASAs community volunteers who serve as a stable, caring presence in a child's life. This program addresses the Consolidated Plan priority of providing essential public services to vulnerable populations, including seniors, families, youth, and individuals with special needs. It meets the HUD national objective of benefiting LMI persons/households on a limited clientele basis.

Meals on Wheels (\$25,000)

The program provides seniors in the City of Escondido with nutritious daily delivered meals, accompanied by safety checks, social visits, care navigator support, and follow-up care. Funding is used to cover the food and packaging cost for meals to be delivered to homebound seniors. This program focuses on older adults 62+ and LMI. This program addresses the Consolidated Plan priority of providing essential public services to vulnerable populations, including seniors, families, youth, and individuals with special needs. It meets the HUD national objective of benefiting LMI persons/households on a limited clientele basis.

Escondido Education COMPACT (\$50,000)

The Escondido Youth Stewardship Corps Program is a paid development initiative for LMI Escondido youth ages 16-24. They will focus on public-benefit work including Escondido Creek Trail maintenance, landscaping, beautification, weed abatement, and minor home repair or cleanup services for households

cited by the City's Code Enforcement Division. This program addresses the Consolidated Plan priority of providing safe and healthy communities by improving public facilities, upgrading infrastructure, and supporting neighborhood revitalization efforts. It meets the HUD national objective of benefiting LMI persons/households on a limited clientele basis.

Project Next (formerly San Marcos Promise) (\$30,000)

The Future Ready program, by Project Next, provides services to assist LMI high school students in Escondido by establishing a future center at Escondido high school in Escondido to create drop-in services, financial counseling, skill-building, and networking opportunities for college and career readiness. The program receives referrals from the school and social workers. The requested funding would enable the program to expand services in Escondido High School. The program addresses the Consolidated Plan priority of providing essential public services to vulnerable populations, including youth, families, and seniors with low to moderate incomes and individuals with special needs and the HUD national objective of benefitting LMI persons/households on a limited clientele basis.

CSA San Diego County (\$45,500)

CSA San Diego County provides a comprehensive Fair Housing and Tenant-Landlord Services Program serving low-and moderate-income residents of the City of Escondido. The program provides individualized housing counseling, landlord-tenant mediation, fair housing education workshops, and discrimination complaint intake and investigation services. The program seeks to prevent eviction, reduce housing instability, and ensure residents understand and can exercise their rights under federal and state fair housing law. They will conduct at least two fair housing education workshops and participate in two community outreach events to increase awareness of housing rights and available services. CSA will investigate housing complaints. The program meets the HUD fair housing requirement and benefits a limited clientele of LMI Escondido residents. The program addresses the Consolidated Plan priority of expanding access to supportive services to prevent and reduce homelessness, promote housing stability, and foster long-term solutions and the HUD national objective of benefitting LMI persons/households on a limited clientele basis.

Legal Aid Society of San Diego (\$35,000)

The Legal Aid Society of San Diego (LASSD) enforces fair housing rights and helps Escondido residents to maintain housing stability. The program provides the following services to Escondido residents: (1) education and outreach regarding rights and responsibilities under the Fair Housing Act and related State laws; (2) legal education, referral, advice and/or representation; (3) testing to detect fair housing discrimination from housing providers. The program meets the HUD fair housing requirement and benefits a limited clientele of LMI Escondido residents. The program addresses the Consolidated Plan priority of expanding access to supportive services to prevent and reduce homelessness, promote housing stability, and foster long-term solutions and the HUD national objective of benefitting LMI persons/households on a limited clientele basis.

**CAPITAL PROJECTS:**

Neighborhood Cleanup (\$50,000)

Escondido Neighborhood Services staff arrange CDGB-funded neighborhood cleanups in order to beautify Escondido communities and improve the appearance of neighborhoods within the city. City staff coordinate 14-18 neighborhood cleanups annually throughout LMI communities in Escondido and facilitate quarterly Neighborhood Leadership Forums. These forums provide a valuable platform for residents to engage with the leaders and address community issues. The project is scheduled to start in

July 2026 and end June 30, 2027. Neighborhood cleanups meet the Consolidated Plan priority of promoting safe and healthy communities by improving public facilities, upgrading infrastructure, and supporting neighborhood revitalization efforts and the HUD national objective for the elimination of slum and blight on an area basis.

Urban Corps Escondido Recycling Center Fencing Replacement Project (\$90,000)

The Urban Corps Recycling Center in Escondido serves as the training and education venue for LMI young adults ages 18-26 to attend Urban Corps Charter School while learning job skills. The footprint of the building is 5,500 square feet. Currently, metal chain-link fences are used to secure the 325-ft parameters of the Recycling Center campus. This project is to replace the old fence with updated, durable solid vinyl fencing. The vinyl fencing will be 8x325 ft in size with two new gates (4x8 ft) installed to provide safe, ADA-accessible access to the campus. This project addresses the Consolidated Plan priority of promoting safe and healthy communities by improving public facilities and upgrading infrastructure and meets the HUD national objective of aid the prevention or elimination of slum or blight.

The Vine Institute (\$250,000)

This project is requesting CDBG funding to cover \$250,000 in predevelopment costs, at 455 N. Quince Street, Escondido, including site and system assessments, architectural and engineering design, permitting, utilities and high-capacity digital infrastructure planning, stakeholder engagement, workforce training preparedness and marketing. These activities will ensure that once construction is complete, The AgX Hub can immediately launch programs that connect community members with living-wage jobs in ag-tech, food processing, logistics, and climate-smart agriculture. This project addresses the Consolidated Plan priority of promoting safe and healthy communities by improving public facilities and upgrading infrastructure and meets the HUD national objective of aid the prevention or elimination of slum or blight.

Shaback Altruistic Inc. (\$125,000)

Shaback Altruistic Inc. requested \$125,000 in CDBG Capital Improvement Project (CIP) funding to complete the buildout and full equipping of the Shaback Humanitarian Bank, a 1,573-square-foot multi-service community hub at North County Mall (272 E Via Rancho Pkwy, Suite 364, Escondido, CA 92025), immediately adjacent to the existing 3,338-square-foot Shaback Resource Center (Suite 365). Together, Suites 364 and 365 would form a 4,911-square-foot integrated service hub. The Humanitarian Bank would transform the adjacent vacant commercial space into eleven dedicated service areas, creating a comprehensive one-stop community resource center for Escondido's LMI residents. The project encompasses construction of partitioned office and service areas, ADA compliant access, electrical upgrades, HVAC distribution, commercial refrigeration for food storage, furniture and equipment for all service stations, professional signage, IT infrastructure, and a security system.

The program addresses the Consolidated Plan priority of expanding access to supportive services to prevent and reduce homelessness, promote housing stability, and foster long-term solutions and the HUD national objective of benefitting LMI persons/households on a limited clientele basis.

Metro Area Advisory Committee on Anti-Poverty of San Diego, Inc (MAAC) (\$1,341,561)

Ivy- 343 East 2nd Street., Escondido, CA 92025

MAAC proposes to utilize CDBG funds to support the acquisition of a one-acre site located in the downtown core of Escondido. The requested funding will be used solely for eligible property acquisition costs incurred during the program period, including transaction-related costs necessary to secure and maintain site control of the property for a community-serving residential use that will benefit LMI households. The activity is limited to real property acquisition and associated eligible costs and does not involve the use of CDBG funds for housing construction activities. The program addresses the

Consolidated Plan priority of supporting the development and preservation of affordable rental and ownership opportunities and the HUD national objective of benefitting LMI persons/households on a limited clientele basis.

Metro Area Advisory Committee on Anti-Poverty of San Diego, Inc (MACC) (\$1,341,561)

Ascencia- 332 S Escondido Blvd., Escondido, CA 92025

MAAC proposes to utilize CDBG funds to support the acquisition of a 1.28-acre site located in the downtown core of Escondido. The requested funding will be used solely for eligible property acquisition costs incurred during the program period, including transaction-related costs necessary to secure and maintain site control of the property for a community-serving residential use that will benefit LMI households. The activity is limited to real property acquisition and associated eligible costs and does not involve the use of CDBG funds for housing construction activities. The program addresses the Consolidated Plan priority of supporting the development and preservation of affordable rental and ownership opportunities and the HUD national objective of benefitting LMI persons/households on a limited clientele basis.

Code Compliance A Helping Hands Program (\$50,000)

The Helping Hands program is designed to provide targeted public services to LMI individuals and families. The program's activities include direct outreach to those most in need, engaging volunteers to extend the program's reach, and collaborating with established local organizations to maximize impact. These efforts can help ensure that essential services such as food assistance, wellness checks, and resource navigation are accessible to community members who face the greatest barriers. By aligning with the City's objectives to reduce disparities, promote social equity, and strengthen community support networks, A Helping Hands contributes to a healthier and more inclusive community environment. The program addresses the Consolidated Plan priority of expanding access to supportive services to prevent and reduce homelessness, promote housing stability, and foster long-term solutions and the HUD national objective of benefitting LMI persons/households on a limited clientele basis.

Washington Park Playground Sidewalk (\$38,046.50)

This project will install sidewalk around the 5-12 play area at Washington Park, where no hardscape edge currently exists. Project takes 4-6 weeks to complete. This project addresses the Consolidated Plan priority of promoting safe and healthy communities by improving public facilities and upgrading infrastructure, and supporting neighborhood revitalization efforts and meets the HUD national objective of aiding the prevention or elimination of slum or blight.

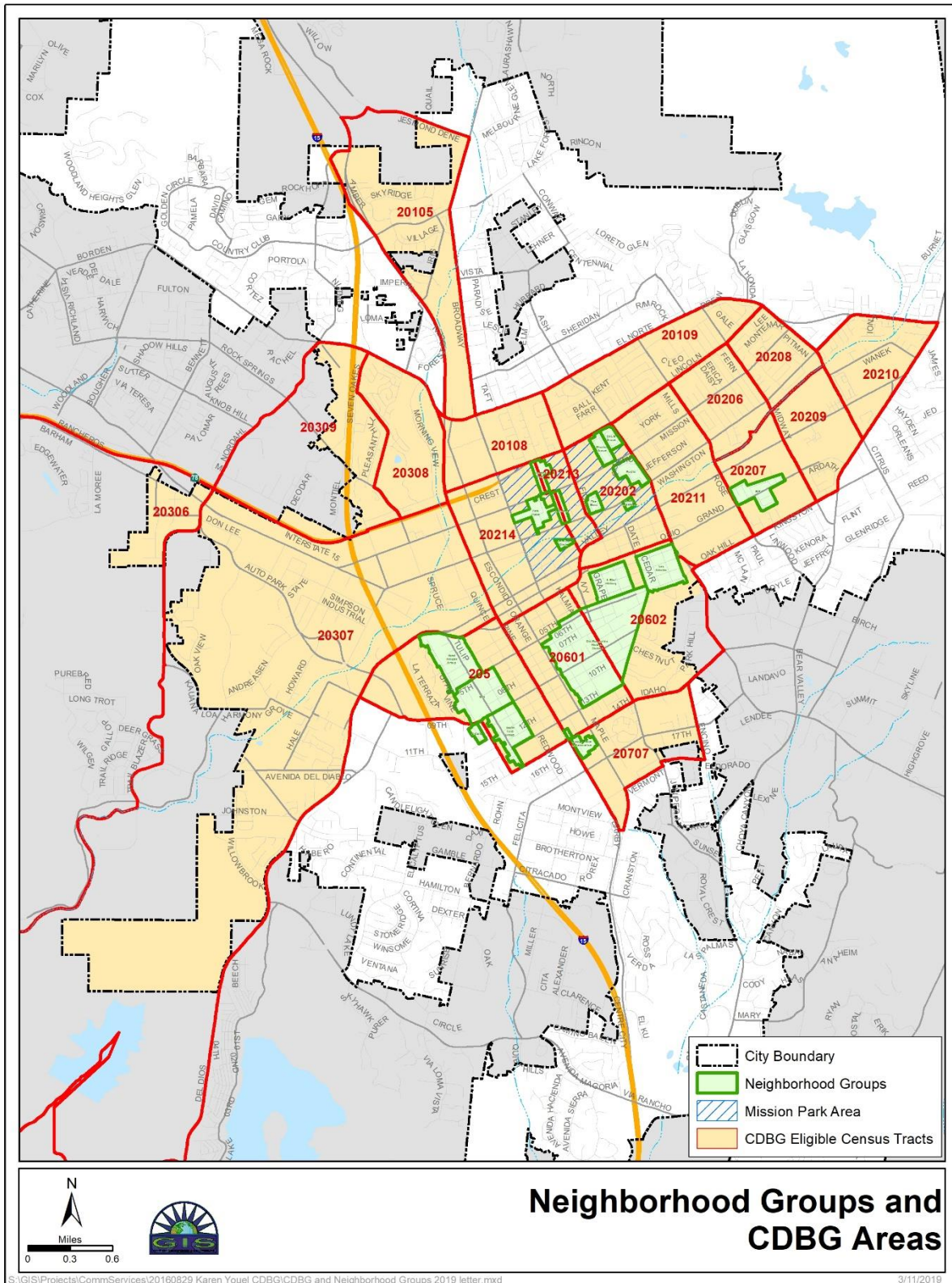
Jesmond Dene Park Playground Sidewalk (\$50,000)

This project will install sidewalk around the 2-5 and 5-12 play area at Jesmond Dene Park. The play areas are only partially boarded by sidewalks. Project would take 4-6 weeks to complete. This project addresses the Consolidated Plan priority of promoting safe and healthy communities by improving public facilities and upgrading infrastructure, and supporting neighborhood revitalization efforts and meets the HUD national objective of aiding the prevention or elimination of slum or blight.

Westside Park Playground Fencing (\$35,000)

This project is to install a wrought iron fence around the 5-12 play structure. The goal of this project is to provide families with a safe and secure play area that creates one controlled entrance and exit. This project addresses the Consolidated Plan priority of promoting safe and healthy communities by improving public facilities and upgrading infrastructure, and supporting neighborhood revitalization efforts and meets the HUD national objective of aiding the prevention or elimination of slum or blight.

### Map of CDBG Eligible Census Blocks



RESOLUTION NO. 2026-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) BUDGET FOR FISCAL YEAR (“FY”) 2026-2027 AND AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO CONDITIONALLY COMMIT CDBG FUNDS; AND ADOPTING THE CITY OF ESCONDIDO FY 2026-2027 ANNUAL ACTION PLAN FOR CDBG

WHEREAS, the City of Escondido (“City”) is a recipient of CDBG funds from the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, the City desires at this time, and deems it to be in the best interest to adopt the FY 2026-2027 Annual Action Plan for CDBG funds; and

WHEREAS, a maximum of 20 percent of CDBG funds received may be used for administration, a maximum of 15 percent of CDBG funds may be used for public service activities, and the remaining funds may be used for capital improvements and neighborhood revitalization; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to adopt the CDBG budget for FY 2026-2027, which is attached as Exhibit “A” respectively, and which is incorporated by this reference; and

WHEREAS, the CDBG budget reflects the work program for the coming year based on the City’s Action Plan for FY 2026-2027, which identifies the goals and priorities, established in the 2025-2029 Consolidated Plan; and

WHEREAS, the City Council also desires to authorize City officials, including the Director of Community Development as appropriate to conditionally commit funding and execute agreements to provide for the use of CDBG funds.

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

1. That the above recitations are true.
2. That the City Council approves the adoption of the FY 2026-2027 Annual Action Plan for CDBG funds.
3. That the City Council authorizes the CDBG budget and administration of programs for the period of July 1, 2026, through June 30, 2027 inclusive, contained in the FY 2026-2027 CDBG Budget Documents, attached as Exhibit "A" is hereby adopted.
4. That the Director of Community Development can authorize non-substantial changes to the CDBG budget within the parameters outlined in the Council approved Citizen Participation Plan.
5. As authorized by the Escondido Municipal Code, designated employee may execute contracts with specific providers for use of CDBG funds in the amounts set forth in Exhibit "A," provided such agreements have been approved as to form by the City Attorney, and provided such agreements are substantially in the form as that attached in Exhibit "B" which is incorporated by this reference.

**City of Escondido, Fiscal Year 2026-2027  
 CDBG Allocations  
 2026 HUD Allocation: \$1,394,624**

<b>Administration - 20% cap of allocation (\$278,924.80 max.)</b>		
GRT #	CDBG Administration	\$ 278,924
116-109		
	Total	\$ 278,924
<b>Public Service - 15% cap of allocation (\$209,193.60 max.)</b>		
GRT #	Fair Housing	\$ 35,000
GRT #	Senior CARES	\$ 18,693
GRT #	Meals on Wheels	\$ 25,000
GRT #	Voices for Children	\$ 10,000
GRT #	Project NEXT	\$ 30,000
GRT #	Escondido Education COMPACT	\$ 43,953
GRT #	The Alabaster Jar Project	\$ 43,953
	Total	\$ 209,193
<b>Uncapped Capital Improvement &amp; Other Neighborhood Revitalization Activities - (No max.)</b>		
GRT #	The Vine Institute	\$ 250,000
GRT #	Urban Corps Escondido Center- Fencing Project	\$ 90,000
GRT #	MACC	\$ 403,460.50
GRT #	Neighborhood Cleanup	\$ 75,000
GRT #	Jesmond Dene Playground Sidewalk	\$ 50,000
GRT #	Washington Park Playground Sidewalk	\$ 38,046.50
	Total	\$ 906,507
	Total CDBG Allocations	\$ 1,394,624



## SUBRECIPIENT AGREEMENT

between  
CITY OF ESCONDIDO  
and  
**NONPROFIT NAME**  
for  
**PROJECT TITLE**

This SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into as of the last signature date set forth below (“Effective Date”) by and between the City of Escondido, a California municipal Corporation (“Grantee”) and **NONPROFIT NAME/ENTITY DESIGNATION** (“Subrecipient”). (The City and Subrecipient may each individually be referred to herein as a “Party” and collectively as the “Parties.”)

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, the Parties mutually agree as follows:

### I. SCOPE OF SERVICE

- A. Activities. The Subrecipient shall be responsible for administering a Community Development Block Grant (“CDBG”) Year [ ] program titled, **Project Title** in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program shall include the activities eligible under the CDBG program that are specified in **Exhibit A**, which is attached hereto and incorporated herein by this reference (“Activities”).
- B. National Objectives.
  - 1. All activities funded with CDBG funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as further described in 24 C.F.R. § 570.208.
  - 2. The Subrecipient certifies that the Activities carried out under this Agreement will meet the National Objective of [ ].
- C. Levels of Accomplishment – Goals and Performance Measures. The levels of accomplishment may include such measures as units rehabilitated, persons or households assisted, or meals served, and should include periods for performance. The Subrecipient agrees to provide certain levels of program services, as set forth in **Exhibit A**.
- D. Staffing. Subrecipient shall be responsible for staff and time to be allocated to each of the Activities, as set forth in **Exhibit A**.

- E. Performance Monitoring. The Grantee will monitor the performance of the Subrecipient against the goals and performance standards stated within this Agreement. Substandard performance as determined by the Grantee shall constitute noncompliance with this Agreement. If the Subrecipient does not take action to correct such substandard performance within 30 days after being notified by the Grantee, Grantee may suspend or terminate this Agreement pursuant to the procedures described herein.

## II. TIME OF PERFORMANCE

- A. The Subrecipient's performance of the Activities shall commence on [REDACTED] and end on [REDACTED].
- B. The term of this Agreement shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including any program income as defined by 24 C.F.R. § 570.500 ("Program Income").

## III. BUDGET

- A. Subrecipient shall adhere to the budget specified in Exhibit B, which is attached hereto and incorporated herein by this reference ("Budget").
- B. Any indirect costs charged must be consistent with the conditions of Paragraph IX(C)(2) of this Agreement.
- C. The Grantee may require a more detailed Budget breakdown than what is contained in Exhibit B, and the Subrecipient shall provide such supplementary Budget information in a timely fashion in the form and content prescribed by the Grantee. Any changes to the Budget may only be made by written amendment signed by both the Grantee and the Subrecipient

## IV. PAYMENT

- A. The total amount to be paid by the Grantee under this Agreement shall not exceed [REDACTED].
- B. Drawdowns for the payment of eligible expenses shall be made against line items specified in the Budget and in accordance with Subrecipient's performance of the Activities. Expenses for general administration shall also be paid against line items specified in the Budget and in accordance with Subrecipient's performance of the Activities.
- C. Payments to the Subrecipient are contingent upon the U.S. Department of Housing and Urban Development's ("HUD") delivery of payment to the Grantee.
- D. Payments to the Subrecipient may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 C.F.R. § 200.302.

## V. NOTICES

- A. All notices required by this Agreement shall be in writing and delivered to the appropriate Party via mail (postage prepaid), commercial courier, or personal delivery, or sent by e-mail.
- B. All communications and details concerning this Agreement shall be directed to the following representatives:

If to the Grantee

City of Escondido  
201 N. Broadway  
Escondido, CA 92025  
Attn: Dulce Salazar  
Dulce.Salazar@escondido.gov  
760-839-4057

If to the Subrecipient

[REDACTED]

VI. GENERAL CONDITIONS

- A. General Compliance. The obligations undertaken by Sub-recipient include, but are not limited to, the obligation to, as applicable, comply with each of the following as may be amended from time to time:
  - 1. The Subrecipient shall comply with the requirements of 24 C.F.R. Part 570 (HUD regulations concerning CDBG), including Subpart K of such regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 C.F.R. § 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.
  - 2. The Subrecipient shall comply with all applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.
  - 3. The Subrecipient shall utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
  - 4. The regulations in 24 CFR Part 58 specifying other provisions of the law that further the purposes of the National Environmental Policy Act of 1969 and the procedures by which Grantee must fulfill their environmental responsibilities.
  
- B. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement. The performance of the Activities is an integral part of the regular business operations of the Subrecipient. The Subrecipient shall have exclusive control over all work performed by its employees and the manner in which it is performed and shall determine the method, details, and means of performing the Activities. In addition to any other indemnification required by the Subrecipient under this Agreement, the Subrecipient indemnifies Grantee for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by the Grantee arising out of the Subrecipient's breach of this section.

C. Grantee Recognition. The Subrecipient shall insure recognition of the role of the Grantee in the Subrecipient's performance of the Activities through this Agreement. Any activity, facility, or item utilized pursuant to this Agreement shall be prominently labeled as to its funding source. In addition, the Subrecipient shall include a reference to the support provided in this Agreement in all publications made possible with funds made available under this Agreement.

D. Amendment.

1. The Grantee or the Subrecipient may amend this Agreement at any time provided that such amendment makes specific reference to this Agreement; is executed in writing and signed by a duly authorized representative of each Party; and is approved by the Grantee's governing body.
2. The Grantee may, in its discretion, amend this Agreement to comply with federal, state, or local laws, regulations, guidelines, or policies, except that if any such amendment results in a change in the funding or the Activities under this Agreement, such amendment may be made only by written amendment signed by both the Grantee and the Subrecipient as otherwise required by this Agreement.

VII. INDEMNIFICATION, BONDING, INSURANCE

A. Indemnification, Duty to Defend, and Hold Harmless. The Subrecipient (including the Subrecipient's agents, employees, and subcontractors, if any) shall hold harmless, defend, and indemnify the Grantee, 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 the Subrecipient's (including the Subrecipient's agents, employees, and subcontractors, if any) performance of the Activities or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the Grantee. This provision shall survive the termination of this Agreement.

B. Bonding. The Subrecipient shall comply with the bonding requirements of 2 C.F.R. § 200.325. The Subrecipient as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

C. Insurance.

1. The Subrecipient shall comply with the insurance requirements of 2 C.F.R. §§ 200.310 and 200.447.
2. The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and undue physical damage.
3. The Subrecipient 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 Activities, and the results of such work, by the Subrecipient, its agents, representatives, employees, or subcontracts. Insurance coverage shall be at least as broad as the following:

- a. *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence, \$4,000,000 general aggregate.
  - b. *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if the Subrecipient 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 Grantee and approved in writing by the Grantee's Risk and Safety Division.
  - c. *Workers' Compensation.* Workers' Compensation as required by the state of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
  - d. *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to the Subrecipient's professions, with limits no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
  - e. If the Subrecipient maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the Grantee requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Subrecipient.
4. Each insurance policy required by this Agreement must be acceptable to the Grantee's City Attorney and shall meet the following requirements:
- a. *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the Grantee.
  - b. *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the Grantee (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.
  - c. *Primary Coverage.* The Subrecipient's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Grantee, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Grantee, its officials, officers, agents, employees, or volunteers shall be in excess of the Subrecipient's insurance and shall not contribute with it.
  - d. *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the Grantee.
  - e. *Subcontractors.* If applicable, the Subrecipient shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and the Subrecipient shall ensure that the Grantee (including its officials, officers, agents, employees, and volunteers) is an additional insured of any insurance required from a subcontractor.

- f. *Waiver of Subrogation.* The Subrecipient hereby grants to the Grantee a waiver of any right to subrogation that any insurer of the Subrecipient may acquire against the Grantee by virtue of the payment of any loss under such insurance. The Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but his subsection shall apply regardless of whether or not the Grantee 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 Grantee for all work performed by the Subrecipient, its agents, representatives, employees, and subcontractors.
  - g. *Self-Insurance.* The Subrecipient may, with the Grantee's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. The Subrecipient shall only be permitted to utilize such self-insurance if, in the opinion of the Grantee, the Subrecipient's (i) net worth and (ii) reserves for payment of claims of liability against the Subrecipient are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. The Subrecipient's utilization of self-insurance shall not in any way limit the liabilities assumed by the Subrecipient pursuant to this Agreement.
  - h. *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by this Grantee.
5. *Verification of Coverage.* At the time the Subrecipient executes this Agreement, the Subrecipient shall provide the Grantee 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 Grantee reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
  6. *Special Risks or Circumstances.* The Grantee 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.
  7. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage the Subrecipient must maintain, and any approval of such insurance by the Grantee, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Subrecipient pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
  8. 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 the Subrecipient fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the Grantee may have, the Grantee may, at its sole option, (i) immediately terminate this Agreement, or (ii) order the Subrecipient to stop work under this Agreement and/or withhold any payment that becomes due to the Subrecipient until the Subrecipient demonstrates compliance with the insurance requirements in this Agreement.

## VIII. TERMINATION

- A. Suspension or Termination. The Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which may include (but is not limited to) the following:
1. Failure to comply with any of the federal, state, or local laws, regulations, executive orders, HUD guidelines, policies, or directives referred to herein, or any federal, state, or local laws, regulations, executive orders, HUD guidelines, policies, or directives that may become applicable to this Agreement at any time;
  2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement, as determined by Grantee in its sole discretion;
  3. Ineffective or improper use of funds provided under this Agreement; or
  4. Submission by the Subrecipient to the Grantee a report that is incorrect or incomplete in any material respect.
- B. The Grantee shall have the right to terminate this Agreement immediately or withhold payment of invoice for failure of the Subrecipient to comply with the terms and conditions of this Agreement. If the Grantee decides to terminate this Agreement, after a full evaluation of all circumstances has been completed, the Subrecipient shall, upon written request, have the right to an appeal process. The Grantee shall attach a copy of the appeal process to any termination notice.
- C. If the Grantee finds that the Subrecipient has violated any term or condition of this Agreement, the Subrecipient shall be required to:
1. Repay all monies received from the Grantee under this Agreement; and
  2. Transfer possession of all materials and equipment purchased with grant money to the Grantee.
- D. In the case of early termination, the Grantee may make a final payment to the Subrecipient upon receipt of a Final Report and invoices covering eligible costs incurred prior to such termination. The total of all payments, including the final payment, shall not exceed the amount specified in this Agreement.
- E. Termination for Convenience. This Agreement may be terminated for convenience by either Party, in whole or in part, by setting forth the reasons for such termination, the effective date of such termination, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the Agreement in its entirety. Grantee and Subrecipient agree to provide written notice to the other party within 30 days prior to the effective date of any termination for convenience. In the event that HUD withdraws any portion of the City's CDBG funds, the City shall not be obligated to reimburse the Subrecipient for any activity expense incurred and may recover reimbursed amounts already paid. The Grantee shall notify the Subrecipient if such event by HUD occurs.

## IX. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management.

1. Accounting Standards. The Subrecipient shall comply with 2 C.F.R. Part 200 and shall adhere to the accounting principles and procedures required therein, including following Generally Accepted Accounting Principles (GAAP) as defined in 2 C.F.R. § 200.49. The Subrecipient shall utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 C.F.R. Part 200, Subpart E. These principles shall be applied for all costs incurred, whether charged on a direct or indirect basis.
3. Subrecipient understands and acknowledges that Grantee must comply with Federal Funding Accountability and Transparency Act ("FFAT") requirements established by the Office of Management and Budget ("OMB") concerning the Dun and Bradstreet Data Universal Numbering System ("DUNS"), the Central Contractor Registration ("CCR") database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170), including any subsequent amendments. Accounting and other audit-responsive information of Subrecipient may be required by Grantee to comply with its obligations outlined in this Agreement. Accordingly, such documentation and information shall be made available to the Grantee for review upon request.

B. Documentation and Record Keeping.

1. Records to Be Maintained. The Subrecipient shall maintain all records required by the regulations specified in 24 C.F.R. § 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but shall not be limited to:
  - a. records providing a full description of each activity undertaken;
  - b. records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c. records required to determine the eligibility of activities;
  - d. records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
  - e. records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. financial records as required by 24 C.F.R. § 570.502; and
  - g. other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.
2. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation,

claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but shall not be limited to, client name, address, income level, or any other basis for determining eligibility, and description of service provided. Such information shall be made available to the Grantee monitors or their designees for review upon request.
4. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities under this Agreement, may be prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
5. Close-outs. The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Close-out requirements shall include, but are not limited to: making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to the Grantee); and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
6. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the audit requirements within this Agreement shall constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 C.F.R. Part 200, Subpart F.
7. Additional Documentation. The Subrecipient shall provide further documentation as the Grantee may request in relation to the requirements of this Agreement.

C. Reporting and Payment Procedures.

1. Program Income. The Subrecipient shall report quarterly all Program Income. The Subrecipient may use such Program Income during the term of the Agreement for the Activities and shall reduce requests for additional funds by the amount of any such Program Income balance on hand. All unexpended Program Income shall be returned to the Grantee at the end of the term of the Agreement, or as otherwise provided herein if the Agreement is terminated early. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not Program Income and shall be remitted promptly to the Grantee. The use of Program Income by the Subrecipient shall comply with the requirements set forth in 24 C.F.R. § 570.504.

2. Indirect Costs. If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan for determining the Subrecipient's appropriate share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
  
4. Payment Procedures. The Grantee shall pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the approved Budget and Grantee policy concerning payments. With the exception of certain advances, payments shall only be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments shall be adjusted by the Grantee in accordance with advance fund and Program Income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.
  
4. Progress Reports. The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency required by the Grantee.

D. Procurement.

1. Compliance. The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment, including but not limited to any such policies articulated in Chapter 10 of the Escondido Municipal Code, and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided under this Agreement. All program assets (e.g., unexpended Program Income, property, equipment) shall revert to the Grantee upon termination of this Agreement.
  
2. Standards. Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 C.F.R. §§ 200.318-326.
  
3. Travel. The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets.

1. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 C.F.R. §§ 570.502-504, as applicable.
  
2. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
  
3. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives until five (5) years after expiration of this Agreement, or such longer period of time as the Grantee approves in writing. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer period of time as the Grantee approves in writing.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee, an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

X. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

- A. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and its implementing regulations at 49 C.F.R. Part 24 and 24 C.F.R. § 570.606(b); (b) the requirements of 24 C.F.R. § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 C.F.R. § 570.606(d) governing optional relocation policies.
- B. The Subrecipient shall provide relocation assistance to displaced persons, as defined in 24 C.F.R. § 570.606(b)(2), whom are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with any applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

XI. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights.

1. Compliance. The Subrecipient agrees to comply with local and state civil rights laws and regulations, including but not limited to the Unruh Civil Rights Act, California Civil Code § 51, and the Fair Employment and Housing Act, California Government Code section 12900 et seq. The Subrecipient also agrees to comply with Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended ("HCDA"); Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063, as amended; and of the rules, regulations, and relevant orders of the United States Secretary of Labor.
2. Nondiscrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

B. Policy Requirements. If applicable:

1. The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Subrecipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment, and notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by

E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

3. Subrecipient understands and acknowledges that Grantee must administer grant funds in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the US Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
  4. Funds granted to Subrecipient under this Agreement may not be used in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
  5. Subrecipient understands and acknowledges that Grantee must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States. Accordingly, Subrecipient agrees to comply with all requests for documents and information that may be required for said compliance.
- C. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 C.F.R. §§ 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted within the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease, or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- D. Section 504. The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- E. Executive Order 14173 of January 21, 2025, as amended.
1. The Subrecipient agrees that its compliance in all respects, with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
  2. By executing this Agreement, the Subrecipient certifies that it does not operate any programs promoting "diversity, equity, and inclusion" (DEI) that violate any applicable Federal anti-discrimination laws.

F. Employment Restrictions.

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.
2. Labor Standards.
  - a. The Subrecipient shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended; the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. § 327 et seq.); and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. § 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
  - b. The Subrecipient, except with respect to the rehabilitation or construction of residential property containing fewer than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
  - c. Workers' Compensation and Safety. The Subrecipient shall comply with all federal and state workers' compensation and safety laws, including but not limited to the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto, and all similar and applicable state or federal acts or laws.
3. "Section 3" Clause.
  - a. Compliance.
    - (i.) Where the Subrecipient receives CDBG funds for work arising in connection with housing rehabilitation, housing construction, or other public improvements, compliance with the provisions of Section 3 of the HUD Act of 1968, 12 U.S.C. § 1701u, as amended ("Section 3"), and as implemented by the regulations set forth in 24 C.F.R. Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, and their successors and assigns, to those sanctions specified by the agreement through which federal

assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

- (ii.) The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - (iii.) The Subrecipient shall comply with the "Section 3" requirements referenced in this Agreement and shall include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very-low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very-low-income persons residing in the metropolitan area in which the project is located."
  - (iv.) The Subrecipient shall ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very-low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, shall give priority to low- and very-low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very-low-income participants in other HUD programs; and shall award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very-low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, shall give priority to business concerns that provide economic opportunities to low- and very-low-income residents and very-low-income participants in other HUDG programs.
  - (v.) The Subrecipient certifies and agrees that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before this Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 C.F.R. Part 75.
  - (vi.) The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.
- b. Notifications. The Subrecipient shall send to each labor organization or representative of workers with whom the Subrecipient has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or worker's

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- c. Subcontracts. The Subrecipient shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient shall not subcontract with any entity where the Subrecipient has notice or knowledge that the entity has been found in violation of regulations under 24 C.F.R. Part 75 and shall not let any subcontract unless the entity has first provided the Subrecipient with a preliminary statement of ability to comply with the requirements of these regulations.

#### G. Conduct.

1. Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the Grantee's prior written consent; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Subcontracts.
  - a. Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the Grantee's prior written consent.
  - b. Monitoring. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
  - c. Content. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
  - d. Selection Process. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with any documentation concerning the selection process.
3. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Conflict of Interest. The Subrecipient shall abide by the provisions of 24 C.F.R. § 570.611, which include (but are not limited to) the following:
  - a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by federal funds.

- b. No employee, officer, or agent of the Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
        - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
5. Lobbying. The Subrecipient hereby certifies that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
  - c. The Subrecipient will require that the certification language expressed in subparagraph (d) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:
  - d. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
6. Copyright. If this Agreement results in the creation or production of any copyrightable work, material, or invention, the Grantee and grantor agency reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, such work, material, or invention for governmental purposes.
7. Religious Activities. The Subrecipient agrees that funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

## XII. ENVIRONMENTAL CONDITIONS

- A. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
1. Clean Air Act, 42 U.S.C. § 7401 et seq., as amended, and all regulations and guidelines issued thereunder;
  2. Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., as amended, and all regulations and guidelines issued thereunder, including but not limited to the requirements within 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information; and
  3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
- B. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001), the Subrecipient shall ensure that for activities located in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- C. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. § 570.608, and 24 C.F.R. Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.
- D. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended, and the procedures set forth in 36 C.F.R. Part 800, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are 50 years old or older, or that are included on a federal, state, or local historic property list.

## XIII. BUILD AMERICA, BUY AMERICA

- A. If the Project receives more than \$250,000 of federal financial assistance, Subrecipient shall, to the greatest extent practicable, cause all designers, construction managers, third-party inspection services, and contractors to comply with the Build America, Buy America Act ("BABAA") requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Public Law 117-58. Absent a waiver, all iron, steel, manufactured products, and construction materials used on the Project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for

Infrastructure, April 18, 2022.

1. If the Project receives more than \$250,000 of federal financial assistance, the description of services for designers, construction managers, and third-party inspection services shall include the following provisions (or similar):
  - i. Opinions of total project costs and revisions thereof should reflect compliance with BABAA requirements.
  - ii. Determine and certify that to the best of Contractor's knowledge and belief, all iron and steel products, manufactured products, and construction materials referenced in any technical analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders comply with all federal requirements, including BABAA.
  - iii. Review and approve or take action with respect to confirmation of BABAA compliance, shop drawings, samples, and other required Contractor submittals, including applications for payment.
  - iv. Review and document delivered products and materials including substitutes and "or equals" for conformity with contract conditions, U.S. Department of Housing and Urban Development regulations, and BABAA requirements.
  - v. Obtain, review and confirm manufacturers' and contractors' certifications on compliance with BABAA requirements and maintain copies of certifications in project files. Any issues of concerns related to compliance with BABAA should be immediately brought to the attention of the City.

XIV. MISCELLANEOUS

- A. 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 provisions of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
- B. 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 Parties 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.
- C. 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.
- D. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the Grantee because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the Grantee, in whole or in part.

Item 7.

- E. 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.
- F. Multiple Copies of Agreements/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. An electronic signature shall be acceptable and deemed to have the same legal effect as a handwritten signature.
- G. Provisions Cumulative. The provisions in this Agreement are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the Grantee.
- H. Business License. The Subrecipient 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.
- I. Compliance with Laws, Permits, and Licenses. The Subrecipient 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, including but not limited to any such laws, statutes, codes, ordinances, regulations, and other legal requirements expressly referenced in this Agreement. The Subrecipient shall obtain any and all permits, licenses, and other authorizations necessary to perform the Activities. Neither the Grantee, nor any elected or appointed boards, officers, officials, employees, or agents of the Grantee, shall be liable, at law or in equity, as a result of any failure of the Subrecipient to comply with this paragraph.
- J. 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: \_\_\_\_\_

\_\_\_\_\_  
[ ]  
Director of Community Development

[SUBRECIPIENT COMPANY NAME]

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (please print)

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

By: \_\_\_\_\_

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

Item 7.

EXHIBIT A

Scope of Activities

EXHIBIT B

Budget



# STAFF REPORT

May 20, 2026  
File Number 0800-40

## SUBJECT

**CONTINUED PUBLIC HEARING FOR PL26-0088: REQUEST FOR REVOCATION OF CONDITION OF APPROVAL SPECIFIED IN EXHIBIT "E" OF RESOLUTION NO. 2024-183R PERTAINING TO CONDITIONAL USE PERMIT PH19-0049**

## DEPARTMENT

Development Services

## RECOMMENDATION

Request the City Council adopt Resolution No. 2026-64 to affirm or modify its decision in response to the request by Morrie Golcheh to waive the requirement for the payment of \$560,000 of the cost of a new traffic signal at the intersection of Rock Springs Road and Lincoln Avenue as specified in Street Improvements and Traffic Condition of Approval No. 5 in Exhibit "E" of Resolution No. 2024-183R adopted by the City Council on December 4, 2024 pertaining to Conditional Use Permit (PHG-19-0049) subject to one or more condition (s).

Staff Recommendation: Provide Direction (Development Services Department: Kevin Snyder, Director of Development Services

Presenter: Kevin Snyder, Director of Development Services

**ESSENTIAL SERVICE** – Yes, Land Use/Development; Public Works/Infrastructure

**COUNCIL PRIORITY** – Be Business Friendly; Build Trust and Accountability; Drive Community and Land Development

## FISCAL ANALYSIS

The City Council has different options to consider when evaluating and deciding upon Mr. Golcheh's request. The City Council could decide to retain its December 2024 decision that capped Mr. Golcheh's contribution to a new signal at Rock Springs Road and Lincoln Avenue to \$560,000. This decision would require the City to contribute approximately \$300,000 toward the construction cost of the new signal. Alternately, the City Council could decide to revoke Street Improvements and Traffic Condition of Approval No. 5 in Exhibit "E" of Resolution No. 2024-183R adopted by the City Council on December 4, 2024 requiring the Applicant to pay \$560,000 of the construction cost of a new traffic signal specified in at the intersection of Rock Springs Road and Lincoln Avenue and accept Mr. Golcheh's cash offer of \$50,000 plus the complete and full assignment of the approved traffic signal plans that has an approximate value of \$50,000 that would constitute a fair share contribution in today's dollars based on



# CITY of ESCONDIDO

## STAFF REPORT

project traffic impacts to the Rock Springs Road and Lincoln Avenue intersection. This alternative would create a total obligation for Mr. Golcheh of \$100,000 and would require a City contribution of approximately \$760,000 toward the construction of the new signal. The City Council could decide to require Mr. Golcheh to contribute the aforementioned fair share contribution of \$100,000 and reinstate the requirement for improvements to the project site's Mission Avenue frontage and also require a fair share contribution towards the cost of a protected left turn lane at the Rock Springs Road and Mission Avenue intersection. The cost of the Mission Avenue frontage improvements is currently estimated to be approximately \$500,000 and the fair share contribution to the City cost of constructing a protected left turn lane is estimated to be \$150,000. For this option, Mr. Golcheh's total obligation would be \$750,000 and the City's obligation would be approximately \$1,210,000.

### PREVIOUS ACTION

On January 13, 2021, the City Council adopted a General Plan Amendment, Zone Map Amendment, and Conditional Use Permit (PHG19-0049) for development of a gasoline service station and convenience store with concurrent sale of alcoholic beverages (beer and wine) ("Approved Project") on the Project site. The Approved Project also included the adoption of a Mitigated Negative Declaration ("MND") (ENV19-0006) and the Mitigation Monitoring and Reporting Program ("MMRP"). The MND contained mitigation measures adopted for the Approved Project, to reduce potential impacts on cultural/tribal cultural resources, geology, noise, and traffic.

On November 12, 2024, the Planning Commission held a duly noticed public hearing for the Project. During the November 12, 2024 meeting, the Planning Commission raised a number of concerns regarding safety, fair share requirements, adherence to the General Plan, and environmental metrics for analysis of the Project. In summary, the Planning Commission concluded the Project is not consistent with the General Plan's Quality-of-Life LOS thresholds and did not warrant waiving of Engineering's traffic signal condition as proposed by the Applicant.

Ultimately, the Planning Commission voted 5 – 0 (two excused absences) to adopt Resolution No. 2024-21, recommending denial to the City Council of the Project as proposed, and adoption of the Addendum to the Mitigated Negative Declaration and approval of Alternative Option (Recommended Alternative).

On December 4, 2024, the City Council held a duly noticed public hearing to consider the Planning Commission's recommendation. As part of its deliberation, the City Council considered three (3) different alternatives, including a fair share alternative. Following the conclusion of its deliberation, the City Council adopted Resolution No. 2024-183R establishing a condition of approval requiring the Applicant to pay \$560,000 for the construction of a new traffic signal at the intersection of Rock Springs Road and Lincoln Avenue.



# CITY of ESCONDIDO

## STAFF REPORT

### BACKGROUND

Morrie Golcheh, (“Applicant”), submitted a written request to the City Clerk on February 4, 2026 for revocation of a conditional use permit condition of approval requiring the payment of \$560,000 of the construction cost of a new traffic signal specified in Street Improvements and Traffic Condition of Approval No. 5 in Exhibit "E" of Resolution No. 2024-183R (Attachment “1”) adopted by the City Council on December 4, 2024, at the intersection of Rock Springs Road and Lincoln Avenue for a previously approved commercial project (PHG19-0049) for a 1.14-acre site composed of two parcels (Assessor’s Parcel Numbers: 228-220-43-00; 228-220-13-00) located at the northwest corner of West Mission Avenue and Rock Springs Road and further addressed as 900 West Mission Avenue, Escondido, California, 92025. During the City Council’s December 2024 public hearing, staff presented several decision-making alternatives including but not limited to denial of the Applicant’s request that would result in no change to the original conditions of approval, a fair share payment by the Applicant based on a fair share analysis conducted by a consultant retained by the City and waiving of site frontage improvements on Mission Avenue in exchange for retaining the requirement for the installation of the new signal at Rock Springs and Lincoln Avenue. Following deliberation by the City Council at the December 4, 2024 public hearing, the Council decided to waive the frontage improvement requirements as well as improvements to the Rock Springs Road and Mission Avenue signal and require a maximum contribution by the Applicant of \$560,000 to the construction of a new signal at Rock Springs Road and Lincoln Avenue. of the City Council of and upon receipt of the Applicant’s request, Engineering Services of the Development Services Department, evaluated the aforementioned request and determined that the requirement for the payment of \$560,000 of a new traffic signal at the intersection of Rock Springs Road and Lincoln Avenue was not proportionate to the level of project related traffic impacting this intersection.

Following the submittal of the Applicant’s current request for the waiver of the \$560,000 payment, the Development Services Director requested Engineering Services review the request and specifically address what the fair share impacts of the project to the Rock Springs and Lincoln Avenue intersection. Based on the fair share analysis conducted in 2024 and still relevant and applicable today, Engineering Services determined that the Applicant’s project would generate between eleven (11) percent and fourteen (14) percent of the traffic affecting this intersection utilizing two different methodologies. The Development Services Director subsequently identified that twelve and one-half (12.5) percent should be applied for the fair share impact of the traffic affecting this intersection in recognition of the previously identified two percentage methodologies.

Based on the preceding information, the Development Services Director subsequently initiated a city-sponsored consideration of the aforementioned request based on the preceding facts for the consideration of the Applicant’s request for revocation of the street Improvements and Traffic



# CITY *of* ESCONDIDO

## STAFF REPORT

Condition of Approval No. 5 specified in Exhibit "E" of Resolution No. 2024-183R (Attachment "1") adopted by the City Council on December 4, 2024. Following consultation with the City Attorney's Office, the Development Services Director identified that a public hearing was required for the requested reconsideration and further determined that because the Applicant's request for reconsideration was directly related to previous action taken by the City Council, the request did not need to be heard by the Planning Commission in advance of the City Council's consideration.

At the April 8, 2026, public hearing, the Development Services Director provided background on the project and the prior City Council decision-making. The Director also recommended Council consideration of Resolution No. 2026-64 that applied a fair share approach to the Applicant's requirement to contribute to the traffic signal at Rock Springs Road and Lincoln Avenue. During the City Council deliberation, staff was asked to provide additional information on potential costs to the city if the Applicant was not required to contribute the currently conditioned \$560,000 and a motion was made and approved to continue the public hearing to a date and time uncertain. Required public noticing of the May 20, 2026 continued public hearing was conducted.

### **RESOLUTIONS**

- a. Resolution No. 2026-64

### **ATTACHMENTS**

- a. Attachment "1"—Resolution No. 2024-183R

## RESOLUTION NO. 2024-183R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, RECOMMENDING DENIAL OF THE APPLICANT'S PROPOSAL FOR A MODIFICATION TO A CONDITIONAL USE PERMIT AND ADOPTION OF AN ADDENDUM AND APPROVAL OF ALTERNATIVE OPTION (RECOMMENDED ALTERNATIVE)

APPLICANT: Ilan Golcheh

CASE NO(s): PL24-0183

WHEREAS, Ilan Golcheh ("Applicant"), filed a land use development application, Planning Case No. PL24-0183 ("Application") constituting a request to modify a previously approved Conditional Use Permit (PHG19-0049) ("Approved Project"). The modification proposes removal of the Engineering Division's Condition of Approval No. 5 of Resolution No. 2021-05 and Mitigation Measure Condition of Approval TRA-1 of Resolution No. 2021-05 both requiring the construction of a traffic signal at the Rock Springs Road and W. Lincoln Avenue intersection ("Project"). The project site is located on a 1.14-acre site (APNs 228-220-13-00 and 228-220-43-00), within the General Plan Land Use designation of General Commercial (GC), and a zoning designation of General Commercial (CG).

WHEREAS, City staff identified an alternative to the Applicant's request to modify the Conditional Use Permit entailing removal of Engineering Condition of Approval Nos. 2, 3, 6, and 15, and Fee Condition of Approval No. 2, all of Approved Project Resolution No. 2021-05; and

WHEREAS, the Applicant submitted an Addendum to the previously adopted Mitigated Negative Declaration to clarify the environmental record related to mitigation measures associated with the Approved Project's Traffic Impacts; and

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the Development Services Department in accordance with the rules and regulations of the Escondido Zoning

## Attachment "1"

Item 8.

Code and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA"); and

WHEREAS, the subject property is all that real property described in Exhibit "A" which is attached hereto and made a part hereof by this reference as though fully set forth herein ("Property"); and

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the Development Services Department in accordance with the rules and regulations of the Escondido Zoning Code and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA"); and

WHEREAS, on December 08, 2020, the Planning Commission adopted Resolution No. 2020-19 recommending that the City Council approve a General Plan Amendment, Zone Map Amendment, and Conditional Use Permit for construction of a 4,284 square-foot gas station with the concurrent sale of alcoholic beverages; and

WHEREAS, on January 13, 2021, the City Council adopted Resolutions No. 2021-04 and 2021-05, and Ordinance No. 2021-01, approving the General Plan Amendment, Zone Map Amendment, and Conditional Use Permits for the Approved Project; and,

WHEREAS, the City Council action adopted a Mitigated Negative Declaration (MND), and associated Mitigation Monitoring and Reporting Program (MMRP); and

WHEREAS, pursuant to Condition of Approval (Conformance to Approved Plans) of Resolution No. 2021-05, modifications to the Approved Project may require submittal of an amendment to the Permit and approval by the authorized agency; and,

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

WHEREAS, in accordance with Section 15164 (Addendum to an EIR or Negative Declaration) an Addendum was prepared for the Project and is incorporated fully herein as Exhibit "C" to clarify the removal of mitigation measures related to traffic impacts; and,

WHEREAS, a revised Mitigation Monitoring and Reporting Program (MMRP) was prepared and incorporated fully herein as Exhibit "D;" and

WHEREAS, on November 12, 2024, the Planning Commission held a duly noticed public hearing and voted 5-0 to adopt Resolution No. 2024-21 recommending that the City Council deny the Applicant's Project and adopt the Addendum to the Mitigate Negative Declaration and an alternative option referred to as Alternative Option (Recommended Alternative); and,

WHEREAS, the Planning Division studied the Application, performed necessary investigations, prepared a written report, and hereby **recommends denial** of the Project and instead recommends approval of Alternative Option (Recommended Alternative) as conditioned and detailed in Exhibit "E," which is attached hereto and made a part hereof by this reference as though fully set forth herein; and

WHEREAS, City staff provided public notice of the application in accordance with City and State public noticing requirements; and,

WHEREAS, as discussed in the City Council staff report dated December 4, 2024 and the Planning Commission staff report dated November 12, 2024 the Project is inconsistent with the City's 2012 General Plan; and,

WHEREAS, as discussed in the City Council staff report dated December 4, 2024, the Planning Commission staff report dated November 12, 2024, and Exhibit "B" of this resolution, the Alternative Option (Recommended Alternative) is consistent with the City's 2012 General Plan; and,

WHEREAS, upon further deliberation by City Council on December 4, 2024 the Project's alternative option was modified to limit the applicant's financial contribution to pay no more than \$560,000 toward the construction cost of installing the traffic signal at the intersection of Rock Springs Road and Lincoln Avenue; and

WHEREAS, on December 4, 2024 the City Council held a duly noticed public hearing as prescribed by law, at which time the City Council received and considered the reports and recommendation of the Planning Division and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the City Council, including, without limitation:

- a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The City Council staff report, dated December 04, 2024, with its attachments as well as City staff's and the Planning Commission's recommendation on the Project, which is incorporated herein as though fully set forth herein; and
- d. Additional information submitted during the public hearing; and

WHEREAS, the public hearing before the City Council was conducted in all respects as required by the Escondido Municipal Code and the rules of the City Council.

WHEREAS, the City Clerk, whose office is located at 201 North Broadway, Escondido, CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings up on which the City Council's decision is based, which documents and material shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

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

1. That the above recitations are true.
2. That the City Council in its independent judgement have reviewed and determined an Addendum to the adopted Mitigated Negative Declaration prepared in compliance with all the requirements contained in the California Environmental Quality Act (CEQA) Guidelines and Article 47 (Environmental Quality), the staff report dated December 4, 2024, and testimony given at the public hearing, and makes the environmental determinations including with Finding of Fact attached as Exhibit "B" hereto and incorporated by this reference. Further, none of the conditions described in Section 15162 calling for preparation of a subsequent negative declaration have occurred.
3. That the City Council in its independent judgement has determined that this action denying the Project and approving Alternative Option (Recommended Alternative) is reliant upon the adopted Mitigated Negative Declaration for the Approved Project.
4. The City Council, therefore, directs that a Notice of Determination be filed with the County Clerk of the County of San Diego in accordance with the CEQA Guidelines.
5. After consideration of all evidence presented, and studies and investigations made by the City Council and on its behalf, the City Council makes the following substantive findings and

determinations, attached hereto as Exhibit "B," relating to the information that has been considered. In accordance with the Findings of Fact and the foregoing, the City Council reached a decision on the matter as hereinafter set forth. The City Council expressly declares that it would not have made this decision except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the uses permitted hereby.

6. The development plans for the Approved Project are on file in the Planning Division of the Development Services Department and are available for inspection by anyone interested herein, and the development plans are incorporated herein by this reference as if they were fully set forth herein. The Project is **hereby denied and the Alternative Option (Recommended Alternative) is approved** as set forth within the Staff Report dated December 4, 2024. Any deviations from the approved development plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.

BE IT FURTHER RESOLVED that, pursuant to Government Code Section 66020(d)(1):

1. NOTICE IS HEREBY GIVEN that the Approved Project is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval. The Approved Project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in the Development Services Departments. The Applicant 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. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed to ensure that new development pays the capital costs associated with growth. The Applicant is advised to review the Planned Fee Updates portion of the web page,

[www.escondido.gov](http://www.escondido.gov), and regularly monitor and/or review fee-related information to plan for the costs associated with undertaking the Project.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this Resolution begins on the effective date of this Resolution, and any such protest must be in a manner that complies with Government Code section 66020.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof the 4<sup>th</sup> day of DECEMBER, 2024 by the following vote to wit:

AYE : Councilmembers: J. GARCIA, MARTINEZ, MORASCO, WHITE

NOES : Councilmembers: C. GARCIA

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:  
*Dane White*  
19FFE5DB8C3B409...  
DANE WHITE, Mayor of the  
City of Escondido, California

ATTEST:

DocuSigned by:  
*Zack Beck*  
A58535D0BDC1430...  
ZACK BECK, City Clerk of the  
City of Escondido, California

RESOLUTION NO. 2024-183R

**Exhibit "A"****Legal Description****Project No(s): PL24-0183**

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

PARCEL 1: APN: [228-220-43](#)

THAT PORTION OF THE SOUTHERLY HALF OF LOT 2 IN BLOCK 158 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [MAP THERE OF NO. 724](#), MADE BY J. M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SANDIEGO COUNTY, AUGUST 13, 1892, LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE EASTERLY LINE OF SAID LOT 2, DISTANT 330 FEET FROM THE MOST NORTHERLY CORNER THEREOF, TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, DISTANT 330.25 FEET SOUTHERLY FROM THE MOST WESTERLY CORNER THEREOF AND LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 449.5 FEET - MEASURED BETWEEN PARALLEL LINES - OF SAID LOT 2. EXCEPTING THEREFROM THE NORTHWESTERLY 150 FEET THEREOF. ALSO EXCEPTING THERE FROM THE SOUTHEASTERLY 9 FEET THEREOF. ALSO EXCEPTING THEREFROM THE NORTHEASTERLY 9 FEET THEREO. ALSO EXCEPTING THERE FROM THE INTEREST CONVEYED TO THE CITY OF ESCONDIDO IN DEED RECORDED MARCH 25, 1974, AS FILE NO. [74-073291](#) OF OFFICIAL RECORDS, IN AND TO THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 2, BEING ALSO A POINT IN THE CENTER LINE OF THAT CERTAIN 66 FOOT STREET KNOWN AS ROCK SPRINGS ROAD; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2 SOUTH 69° 45' 10" WEST 33.00 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 20° 14' 20" WEST PARALLEL WITH THE CENTER LINE OF SAID ROCK SPRINGS ROAD 9.00 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 9.00 FEET OF SAID LOT 2 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 20° 14' 20" WEST 137.80 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO ESCONDIDO IMPORTS, INC., A CALIFORNIA CORPORATION, BY DEED RECORDED [MAY 17, 1971, AS FILE NO. 101247](#); THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID ESCONDIDO IMPORTS, INC. LAND SOUTH 69° 44' 40" WEST 9.00 FEET; THENCE SOUTH 20° 14' 20" EAST PARALLEL WITH THE CENTER LINE OF SAID ROCK SPRINGS ROAD 117.81 FEET TO THE BEGINNING OF A TANGENT 20 FOOT RADIUS CURVE, CONCAVE WESTERLY, THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 59' 39" A DISTANCE OF 31.41 FEET TO A POINT OF TANGENCY WITH THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 9.00 FEET OF SAID LOT 2; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 69° 45' 10" EAST 28.99 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: APN: [228-220-13](#)

THE NORTHWESTERLY 150.00 FEET OF THAT PORTION OF THE SOUTHERLY HALF OF LOT 2 IN BLOCK 158 OF THE RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [MAP THEREOF NO. 724](#), MADE BY J. M. GRAHAM, AND FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, LYING SOUTHERLY OF A LINE DRAWN. FROM A POINT ON THE EASTERLY LINE OF SAID LOT 2, DISTANT 330.00 FEET FROM THE MOST NORTHERLY CORNER THEREOF,

Attachment "1"

Resolution No. 2024-183R  
Exhibit "A"  
Page 2 of 2

Item 8.

TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, DISTANT 330.25 FEET FROM THE MOST WESTERLY CORNER THEREOF. EXCEPTING THERE FROM THE SOUTHWESTERLY 449.50 FEET BETWEEN PARALLEL LINES. ALSO EXCEPTING THEREFROM THE NORTHEASTERLY 9.00 FEET THEREOF.

**EXHIBIT "B"****PROJECT CASE NO. PL24-0183****FACTORS TO BE CONSIDERED / FINDINGS OF FACT****Environmental Determinations:**

1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.) ("CEQA"), and its implementing regulations (14 C.C.R. § 15000 et seq.) ("CEQA Guidelines"), the City of Escondido ("City") is the Lead Agency for the project. The project entails the reevaluation of the CEQA metrics used in the original project's adopted MND (ENV19-0006) ("Project"), as the public agency with the principal responsibility for approving the Project.
2. In order to evaluate the General Plan Amendment, Zone Map Amendment, and Conditional Use Permit ("Original Project") under the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration (MND) (ENV 19-0006) was prepared and adopted by the Escondido City Council in January 2021.
3. CEQA Guidelines 15164 requires lead agencies to prepare an Addendum to a previously certified environmental document if some changes or additions to the project are necessary, but none of the conditions described in CEQA Section 15162 requiring preparation of a subsequent environmental document are present. The City Council has reviewed and considered the adopted MND and the attached Project Addendum, and finds that these documents taken together contain a complete and accurate reporting of all of the environmental impacts associated with the revised Original Project, described herein. The City Council further finds that the Addendum and administrative record have been completed in compliance with CEQA, and that the adopted MND, and this Project Addendum, reflect the City's independent judgement.
4. Based on the substantial evidence set forth in the record, including but not limited to the 2021 adopted MND, and the attached Project Addendum, the City Council finds that, based on whole record before them, none of the conditions under CEQA Guidelines Section 15162 – 15163, requiring subsequent environmental review, have occurred because the revised project:
  - a. Will **not** result in substantial changes that would require major revisions of the 2021 MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
  - b. Will **not** result in substantial changes with respect to the circumstances under which the Project is developed that would require major revisions of the 2021 MND due to

- the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects;
- c. Does **not** present new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 2021 adopted MND was approved showing any of the following:
- i. The Project will have one or more significant effects not discussed in the previous EIR or negative declaration;
  - ii. Significant effects previously examined will be substantially more severe than shown in the previous negative declaration;
  - iii. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
  - iv. Mitigation measures or alternative which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.
5. Further, based on the substantial evidence set forth in the record, including but not limited to 2021 adopted MND, the Addendum prepared for the Project, and the Planning Commission staff report dated November 12, 2024, the City Council finds that the applicable mitigation measures identified in the 2021 MND would ensure that any potential impacts would be reduced to less than significant levels. No new mitigation measures are required to mitigate environmental impacts associated with the Project. Therefore, the Addendum supports the City's consideration of the Project, as outlined in CEQA Guidelines Section 15162 and 15164.
6. Pursuant to CEQA Guidelines Section 15164, subdivision (c), the Addendum is not required to be circulated for public review, but can be attached to the original 2021 adopted MND.
7. The recommended action also includes the adoption of the revised Mitigation Monitoring and Reporting Program (MMRP) attached hereto this Resolution.
8. Pursuant to Public Resources Code Section 21081.6(a)(2) and CEQA Guidelines section 15091(e), all documents and other materials which constitute the record of proceedings are located at the City of Escondido, City Hall. The City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

**Conditional Use Permits (Section 33-1203 of Article 61 of the Escondido Zoning Code)**

With respect to Planning Case No. PL24-0183, the City Council make the following findings:

- 1. A conditional use permit should be granted upon sound principles of land use and in response to services required by the community.*

Project/Applicant's Request: The modification request to remove the requirement to signalize the Lincoln Avenue and Rock Springs Road intersection does not meet sound principles of land use and is not in response to services required by the community in that removal of the Engineering Condition of Approval No. 5 of Resolution No. 2021-05 is in conflict with a General Plan Quality of Life Standard 1: Traffic and Transportation -which states, "Where existing street or intersection capacities are below level of service "C" . . . improvements shall be required or planned to improve the service level to "C" where ever feasible based upon impacts of future development."

The Traffic Impact Analysis for the approved project conducted a Level of Service (LOS) analysis of the intersection at West Lincoln Avenue and Rock Springs Road. That intersection was found to operate at an LOS "F". Thresholds in the General Plan based on LOS require an applicant be responsible for improving the functioning of the intersection to a LOS of "C" when such impacts are a result of their development proposal. The construction of the traffic signal as reflected in the original condition of approval would ensure compliance with the City's 2012 General Plan.

Alternative Option 1 (Recommended Alternative): The modification to the existing Conditional Use Permit to remove the condition of approval associated with the requirement to signalize the intersection of West Lincoln Avenue and Rock Springs Road is retained in staff recommendation (Alternative Option 1 [Recommended Alternative]) because removal of this requirement in full is in conflict with a General Plan Quality of Life Standard 1: Traffic and Transportation which states, "Where existing street or intersection capacities are below level of service "C" . . . improvements shall be required or planned to improve the service level to "C" where ever feasible based upon impacts of future development."

The Recommended Alternative is granted upon sound principles of land use and in response to services required by the community in that it would adjust the timeframe for frontage improvements at the Mission Avenue frontage of the Project site but not eliminate the ultimate future improvement altogether. Section 23-121 of Article 23-5 (Public Improvement Construction, Public Dedication and Mapped Streets) allows for the City Engineer to evaluate a request and determine whether public improvements and public dedication are necessary. Under the Recommended Alternative, the Applicant would still be required to dedicate their frontage as previously identified under the Conditional Use Permit (PHG19-0049) allowing for the waived frontage improvements to be made at a future time.

2. *A conditional use permit should not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located.*

Project/Applicant's Request: The modification request to remove the requirement to signalize the Lincoln Avenue and Rock Springs Road would create special problems for the area in which it is located in that removal of the Engineering Condition of Approval No. 5 of Resolution No. 2021-05 is in conflict with a General Plan Quality of Life Standard 1: Traffic and Transportation -which states, "Where existing street or intersection capacities are below level of service "C" . . . improvements shall be required or planned to improve the service level to "C" where ever feasible based upon impacts of future development."

The Traffic Impact Analysis for the approved project conducted a Level of Service (LOS) analysis of the intersection at West Lincoln Avenue and Rock Springs Road. That intersection was found to operate at an LOS "F". Thresholds in the General Plan based on LOS require an applicant be responsible for improving the functioning of the intersection to a LOS of "C" when such impacts are a result of their development proposal. The construction of the traffic signal as reflected in the original condition of approval would ensure compliance with the City's 2012 General Plan.

Alternative Option 1 (Recommended Alternative): The modification to the existing Conditional Use Permit to remove the condition of approval associated with the requirement to signalize the intersection of West Lincoln Avenue and Rock Springs Road is retained in staff recommendation (Alternative Option 1 [Recommended Alternative]) because removal of this requirement in full is in conflict with a General Plan Quality of Life Standard 1: Traffic and Transportation which states, "Where existing street or intersection capacities are below level of service "C" . . . improvements shall be required or planned to improve the service level to "C" where ever feasible based upon impacts of future development."

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3. *A conditional use permit must be considered in relationship to its effect on the community or neighborhood plan for the area in which it is to be located.*

Project/Applicant's Request: The modification request to remove the requirement to signalize the Lincoln Avenue and Rock Springs Road intersection does not meet sound principles of land use

and is not in response to services required by the community in that removal of the Engineering Condition of Approval No. 5 of Resolution No. 2021-05 is in conflict with a General Plan Quality of Life Standard 1: Traffic and Transportation -which states, "Where existing street or intersection capacities are below level of service "C" . . . improvements shall be required or planned to improve the service level to "C" where ever feasible based upon impacts of future development."

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-

**ADDENDUM**  
**to the**  
**FINAL MITIGATED NEGATIVE DECLARATION FOR 7-ELEVEN**  
**CONVENIENCE STORE AND SERVICE STATION**

**City File No. ENV19-0006**

**SCH#**

***Prepared for:***

City of Escondido Planning Division

201 North Broadway

Escondido, CA 92025-2798

760.839.4671

Attachment "1"

Item 8.

Resolution No. 2024-183R  
Exhibit "C"  
Page 2 of 14

October 30, 2024

Attachment "1"

*Item8.*

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## INTRODUCTION

This addendum to the final Mitigated Negative Declaration (MND) for the 7-Eleven Convenience Store and Service Station has been prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15164. It updates the MND that was prepared for the City of Escondido (City) and adopted in December of 2020 as a result of a request to modify a previously approved Conditional Use Permit (PHG19-0049) as well as its associated Initial Study and adopted Mitigated Negative Declaration (ENV19-0006) to remove two mitigation measures based on a reevaluation of the criteria used in the analysis. The previously approved Conditional Use Permit (PHG19-0049) entitled the project site for development of a gasoline service station and convenience store with concurrent sale of alcoholic beverages (beer and wine). The City of Escondido is the Lead Agency for this project pursuant to the California Environmental Quality Act (CEQA) and its implementing regulations. The Lead Agency has the principal responsibility for approving and implementing a project that may have a significant effect on the environment.

### Project Description

The 1.14-acre site is located at the northwest corner of West Mission Avenue and Rock Springs Road. The site is addressed at 900 West Mission Avenue, Escondido, CA 92025 (Assessor's Parcel Numbers: 228-220-43-00; 228-220-13-00). The site was originally developed with an auto show room, but since 2019 when the existing structure was demolished, the site is vacant and covered in asphalt. The site is designated as Light Industrial (LI) since the adoption of the General Plan Update in 2012. Building and occupancy records indicate a structure was originally built in 1973, with a plot plan describing the building as an auto showroom and garage. The last building permit on file for the address is the demolition of the existing structure on site on September 14, 2023. The applicant (Applicant) has maintained the validity of the original entitlement (Resolution 2020-19) with the application and approval of the subsequent entitlement (Resolution 2021-05) and the aforementioned demolition permit issued in 2019.

The project (Project) proposes the reevaluation of the CEQA metrics used in the Project's adopted MND (ENV19-0006). As of July 1, 2020 the Level of Service (LOS) criteria was replaced by Vehicle Miles Traveled (VMT) as the only metric valid for CEQA analysis and the determination of Transportation and Traffic impacts mitigation measures and their nexus to mitigation measures when the city or county having primary jurisdiction over the area involved is (1) the site of the project; (2) the area which the major environmental effects will occur; and/or (3) the area in which those citizens reside most directly concerned by any such environmental effects.

Based on the findings of this Addendum, the Project would have less than significant impacts, or no changes or new information requiring the preparation of an MND or EIR for the following environmental categories:

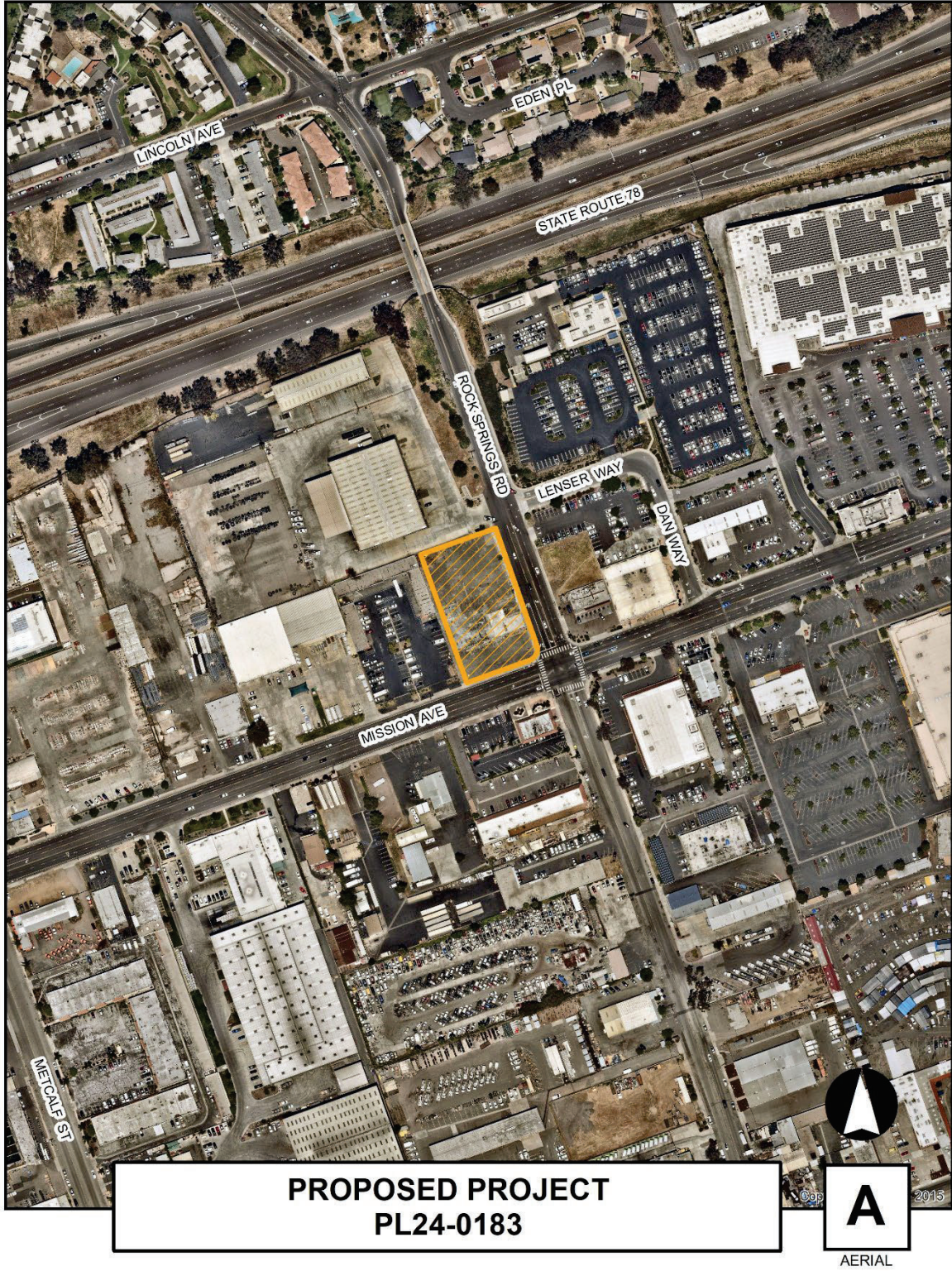
- Transportation and Traffic

## PROJECT REVISION

The Project was evaluated in the 2020 Initial Study which identified the project as having a “potentially significant impact” related to transportation if not mitigated. The Traffic Impact Analysis conducted was based on LOS criteria and methods, and concluded that an off-site intersection ¼ mile north of the project sight would require the installation of a signal at the intersection of West Lincoln Avenue and Rock Spring Roads (TRA-1) as well as physical improvements to West Mission Avenue (TRA-2). The Applicant has requested that staff reevaluate the findings in the December 2020 International Engineering Group Traffic Impact Analysis (IEG TIA) and modify the findings in Section 13.7 of the adopted MND and the Mitigation Monitoring and Reporting Program (MMRP) to align with SB 743 requiring VMT to be the only metrics applied for Transportation and Traffic CEQA assessment and mitigation. Since the time of the Project approval, the City of Escondido has adopted Transportation Impact Analysis Guidance (TIAG, June 21, 2021). This document defines, interprets, and demonstrates how to implement a VMT analysis and uses the same threshold as used in the December 2020 IEG TIA. Based on the current VMT methodology supported by the City’s adopted TIAG and the 2020 IEG TIA report, the mitigation previously required under LOS standards is no longer required.

Planning Commission Resolution No. 2020-19 (PHG19-0049/ENV19-0006) to change the General Plan Designation from Light Industrial (LI) to General Commercial (GC) and approve a Conditional Use Permit (CUP) for a gasoline station was approved on January 13, 2021. In 2021, the Planning Commission adopted Resolution No. 2021-05 (PHG19-0049/ENV19-0006) approving a Conditional Use Permit for a gasoline station and convenience store with concurrent sale of alcoholic beverages at 900 W Mission Avenue. There have been no changes to the parameters of the approved Project. The addendum seeks to comply with state law and recognizes that two mitigation measures imposed on the Project were the result of LOS analysis and would like to formally recognize and support the findings of a VMT analysis and conclusion, which states that the Project would not require mitigation measures TRA-1 and TRA-2.

Figure 1: Project Site



**PROPOSED PROJECT  
PL24-0183**

**A**  
AERIAL

Figure 2: General Plan

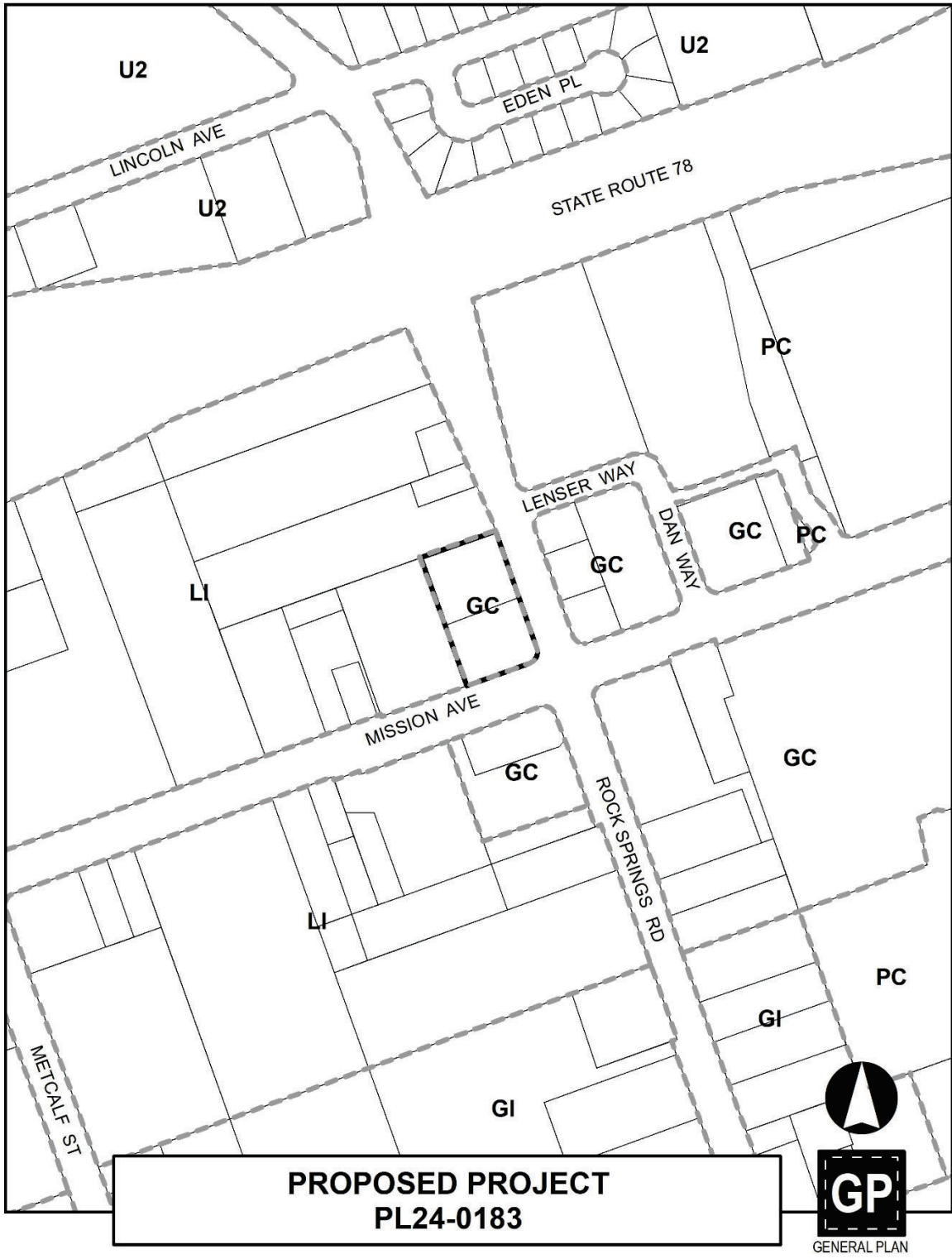
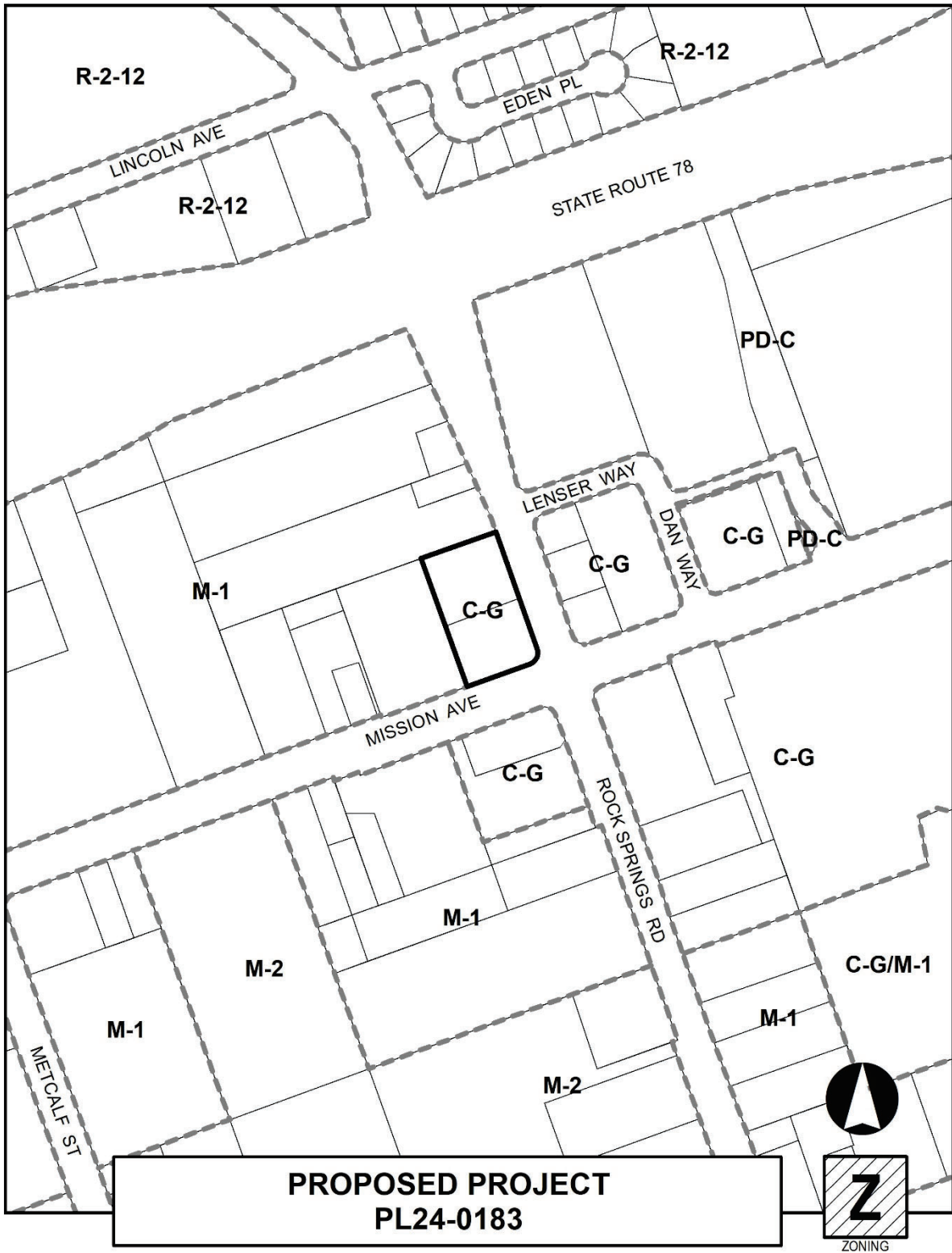
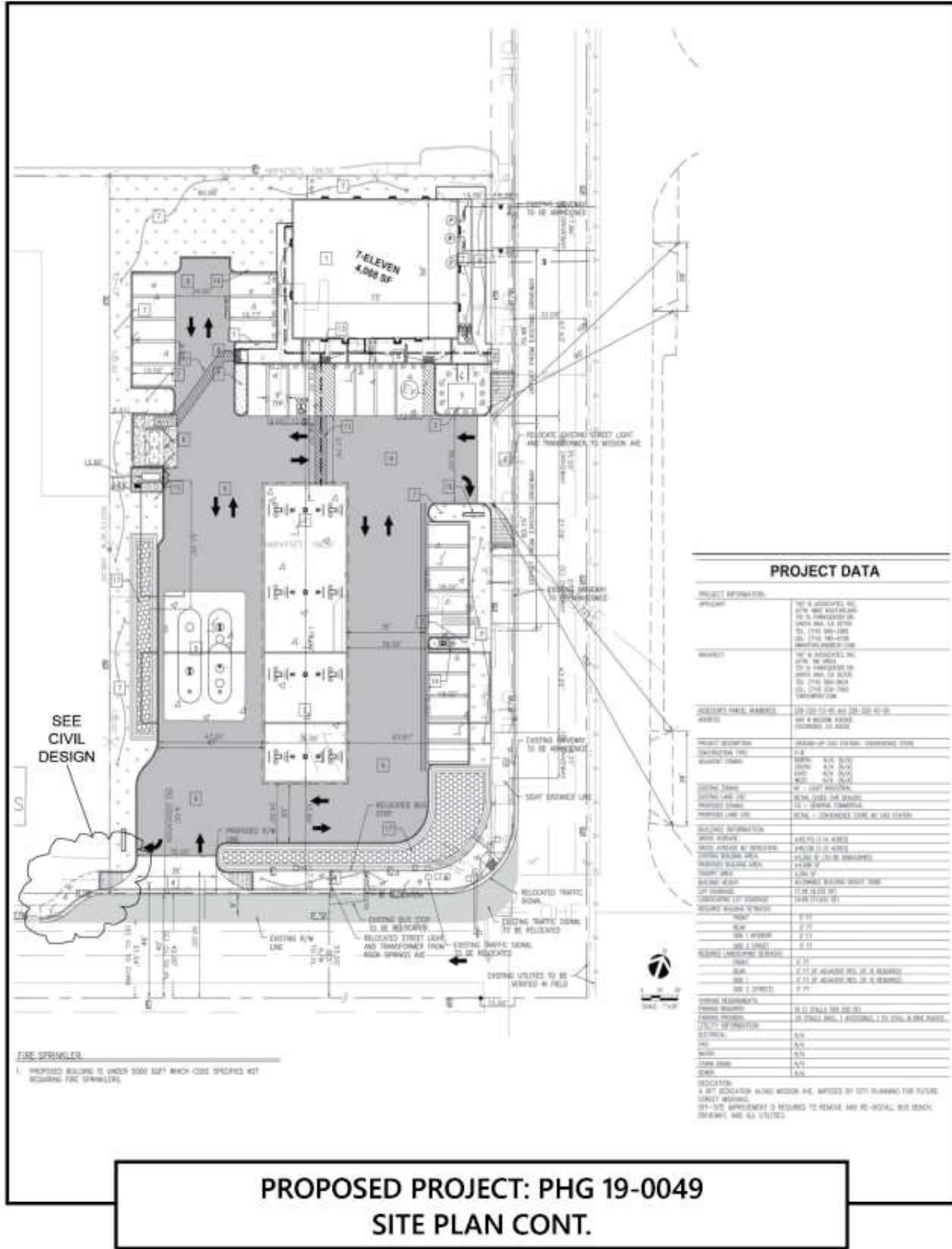


Figure 3: Zoning



Item 8.

Figure 4: Site Plan





## STATUTORY BACKGROUND

The City of Escondido is the CEQA lead agency for the proposed Project. Under CEQA, an Addendum to a certified Environmental Impact Report (EIR) or Negative Declaration may be appropriate if minor technical changes or modifications to the project are proposed (CEQA Guidelines Section 15164). An Addendum is appropriate only if these minor technical changes or modifications do not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts. The Addendum need not be circulated for public review (CEQA Guidelines Section 15164(c)). Because no changes in the approved project are proposed, this Addendum does not require a public hearing or consideration by the City Council.

This MND Addendum demonstrates that the environmental analysis, impacts, and mitigation measures/requirements identified in the December 2020 MND remain substantively unchanged by the situation described herein, and it supports the finding that the proposed VMT methodology and conclusions do not result in new significant impacts and do not exceed the level of impacts identified in the December 2020 MND. Therefore, recirculation of the adopted MND for public review is not required, pursuant to CEQA Guidelines Section 15164. The City has also determined that preparation of a subsequent EIR or MND is not required under CEQA Guidelines Section 15162. To support this decision, the following discussion describes the proposed project modifications and the associated environmental analysis.

## IMPACT ANALYSIS

The Project would result in little change with respect to the environmental issue areas analyzed in this Addendum (see Table 1 below). Table 1 demonstrates the result of the Addendum and the conclusions drawn from using a VMT analysis versus one using LOS. With the application of the VMT criteria, the need for mitigation related to LOS criteria is unnecessary. Therefore, as described in further detail in this section, the CEQA analysis supports the determination that the Project would not involve new significant environmental effects or result in a substantial increase in the severity of previously identified significant effects which would call for the preparation of a subsequent EIR, as provided in §15162 of the State CEQA Guidelines.

**Table 1**

**COMPARISON OF ENVIRONMENTAL FINDINGS BETWEEN THE MODIFIED PROJECT AND THE PREVIOUS APPROVED PROJECT**

Environmental Issue	Conditional Use Permit at 900 W Mission IS/MND	Addendum Conclusions for Modified Project	Modified Project Impacts in Comparison to Conclusions of the Approved Project
<b>Transportation and Traffic</b>	Less Than Significant with mitigation	Less Than Significant Impact	Lesser impact

The Lead Agency, the City of Escondido, conducted an Initial Study with the aid of consultants preparing several technical studies to support their environmental findings (ENV19-0006) in response to the application for General Plan Amendment, Rezone and Conditional Use Permit (PHG19-0049) and again when the entitlement expanded to include a Conditional Use Permit (PHG19-0049) for alcohol sales. In Section 13.7.2, the Initial Study poses four questions to determine a project’s potential impact on the city’s transportation system. The Project’s impact in relation to three of the four CEQA checklist thresholds for transportation or circulation impacts were found to have a less than significant impact. However, one threshold was less than significant with mitigation due to a “conflict with a program, plan, ordinance or policy affect[ing] the circulation system including transit roadway, bicycle or pedestrian facilities” (Section XVII, Appendix G CEQA Guidelines). The Project was determined to conflict with a particular threshold within the General Plan Quality of Life Standards. The Quality-of-Life Standard is used as the threshold for significant impacts, with mitigation using the LOS CEQA transportation metric.

However, the December 2020 IS/MND includes the following language, “Based on the VMT assessment and technical information provided in the VMT Impact Analysis, the proposed project designation is a locally serving land use and any potential project VMT related impacts would be presumed to be less than significant. Therefore, the proposed project would not conflict with CEQA Guidelines section 15064.3 and impacts would be less than significant. No mitigation is required.”

This threshold, criteria, and conclusion are supported by VMT analysis (IS/MND, December 2020) and have since been codified in the adopted TIAG using the same threshold that was used in the December 2020 IEG TIA report, which determined the project to be less than significant using the VMT methodology and requiring no CEQA-related mitigation (TIAG, Section 3.3).

For these reasons, the removal of both TRA-1 and TRA-2 in the MMRP along with the adoption of VMT analysis and conclusions, which represent no nexus between the new development Project or the need to include signalization at West Lincoln Avenue and Rock Springs Road, is consistent with CEQA Guidelines and State Law. However, staff supports the retention of the Condition of Approval requiring the signalization of the West Lincoln Avenue and Rock Springs Road. City staff will maintain the ability to

impose conditions based on threshold and standards using LOS to assess and address traffic impacts of development project.

### **SUMMARY AND FINDINGS**

As analyzed in this report, the Project would not result in any new significant environmental impacts. The original June 2020 IS/MND was modified in December 2020 with an updated environmental analysis. The December 2020 MND update stated that VMT criteria and analysis applied to the project and no mitigation would be required. The analysis contained herein demonstrates that the proposed Project is consistent with the prior Approved Project and many of the impact issues previously examined in the Approved Project would remain unchanged with the proposed Project.

## EXHIBIT "D"

### MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

**PROJECT NAME:** 7-Eleven (City File Nos.: PL24-0183/PHG19-0049)  
**NEG. NEC. NO.:** ENV 19-0006  
**SCH NO.:** N/A  
**APPROVAL BODY:** Escondido City Council

**PROJECT DESCRIPTION:** An Addendum to the Final Mitigated Negative Declaration (MND) for the 7-Eleven Convenience Store and Service Station was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15164 (Addendum to an EIR or Negative Declaration). The Addendum also updates the Mitigation Monitoring Reporting Program (MMRP) contained herein. The project consists of an approximately 4,088 SF convenience store with a 4,284 SF gas station canopy with eight (8) fuel dispenser pumps that can accommodate up to sixteen (16) fueling stations/vehicles. A General Plan Amendment from Light Industrial (LI) to General Commercial (GC) along with a Zone Change from Light Industrial (M-1) zoning to General Commercial (CG) zoning is required to process the land use development application and allow the consideration of the Conditional Use Permit. As of July 1, 2020 the Level of Service (LOS) criteria was replaced by Vehicle Miles Traveled (VMT) as the only metric valid for CEQA analysis and the determination of Transportation and Traffic impacts mitigation measures. The Addendum demonstrates the use of Level of Service (LOS) standards to impose mitigation measures on the project was not in alignment with state standards. When employing the state mandated Vehicles Miles Traveled (VMT) metric and analysis, the project creates "less than significant impacts" without any mitigation. The MMRP will be modified to remove mitigation measures that were identified using the LOS methodology.

**PROJECT LOCATION:** 900 W. Mission Avenue (APNs 228-220-13-00 and 228-220-43-00)

ENV 19-0006 Mitigation Monitoring and Reporting Program

1

November 2024

**APPLICANT/CONTACT PERTSON:** Ilan Golchek, Golchek Group, LLC

**PROJECT MANAGER:** Vicrim Chima, Planning Consultant, City of Escondido Phone No.: (760) 839-4537  
Email: vicrim.chima@escondido.gov

November 2024

2

ENV 19-0006 Mitigation Monitoring and Reporting Program

PHG 19-0049; ENV 19-0006  
November 12, 2024  
Planning Commission

# Mitigation Monitoring and Reporting Program

## Mitigated Negative Declaration/Initial Study Environmental Checklist

### Project No. ENV 19-0006

The City of Escondido adopts this revised Mitigation Monitoring and Reporting Program (MMRP) in accordance with the findings of the Addendum to the Final MND (Attachment XX). The purpose of the MMRP is to ensure that the Project, which is the subject of the Mitigated Negative Declaration (MND) and Initial Study Environmental Checklist, complies with all applicable CEQA criteria and environmental mitigation requirements. The mitigation described in the MND and summarized below provides a broad purpose and overview of actions that will occur in order to reduce identified environmental impacts associated with cultural resources, geologic hazards and noise impacts.

For each project that is subject to CEQA, PRC Section 21081.6 requires the Lead Agency to monitor performance of the mitigation measures included in any environmental document to ensure that the specified mitigation is implemented. The City of Escondido is the designated Lead Agency for the proposed project. The City is responsible for reviewing all monitoring reports, enforcement actions, and document disposition related to implementation of the MMRP.

After review and approval by the Lead Agency, minor changes to the MMRP are permitted but can only be made by the City of Escondido. No deviations from this MMRP shall be permitted unless it continues to satisfy the requirements of PRC Section 21081.6, as determined by the City of Escondido.

The organization of the MMRP follows the subsection formatting style presented within the MND and Initial Study Environmental Checklist. Only those subsections of the environmental issues presented in the Initial Study Environmental Checklist that have mitigation measures are provided below in the MMRP table. All other subsections do not contain mitigation measures. For each mitigation measure, the MMRP table identifies the following: (1) mitigation measure; (2) implementation action; (3) responsible agency/party; (4) monitoring schedule; and (5) verification date.

PHG 19-0049; ENV 19-0006  
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MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
<b>Cultural Resources</b>						
<p>CUL-1: The City of Escondido Planning Division (City) recommends the applicant enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is traditionally and culturally affiliated with the Project Location (TCA Tribe) prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between them. Applicant/Owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.</p>	<ul style="list-style-type: none"> <li>Applicant should enter into a Tribal Cultural Resource Treatment and Monitoring Agreement.</li> </ul>	Applicant; City of Escondido Community Development Planning Division	X			
<p>CUL-2: Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and Native American monitors associated with TCA Tribes have been retained to implement the monitoring program. Because the project is located within shared territory of the Luiseño and Kumeyaay people, Native American monitors representing the interest and values of both the Luiseño and Kumeyaay people will be retained for the Project. The archaeologist shall be responsible for coordinating with the Native American monitors. This verification shall be presented to the City in a letter from the project archaeologist that confirms</p>	<ul style="list-style-type: none"> <li>Require verification and approval of qualified archaeologist.</li> </ul>	Applicant; City of Escondido Community Development Planning Division	X			

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MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
that Native American monitors representing both Luiseño and Kumeyaay associated with a TCA Tribes have been retained. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.						
CUL-3: The qualified archaeologist and a Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program.	<ul style="list-style-type: none"> <li>Require monitoring program coordination.</li> </ul>	City of Escondido Community Development Planning Division; Qualified Archaeologist; Grading Contractor	X			
CUL-4: During the initial grubbing, site grading, excavation or disturbance of the ground surface, the qualified archaeologist and the Native American monitor shall be on site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring.	<ul style="list-style-type: none"> <li>Require on-site archaeological monitor and Native American Monitor.</li> </ul>	City of Escondido Community Development Planning Division; Archaeological Monitor; Field Engineering Division	X	X		
CUL-5: In the event that previously unidentified tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor shall have the authority to temporarily divert or temporarily halt ground disturbance operation in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant	<ul style="list-style-type: none"> <li>Require identification and preservation of any unidentified cultural resources.</li> </ul>	City of Escondido Community Development Planning Division; Project Archaeologist; County Coroner;		X		

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MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
deposits shall be minimally documented in the field and collected so the monitored grading can proceed.		Native American Monitor				
CUL-6: If a potentially significant tribal cultural resource is discovered, the archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the TCA Tribe and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor and be submitted to the City for review and approval.	<ul style="list-style-type: none"> <li>Require identification and preservation of any significant tribal resource.</li> <li>Consultation with Native American Monitor.</li> </ul>	City of Escondido Community Development Department Planning Division; Project Archaeologist; Native American Monitor; TCA Tribe	X			
CUL-7: The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated as required by CEQA. Where any significant tribal cultural resources and/or unique archaeological resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, then a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor, shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.	<ul style="list-style-type: none"> <li>Require research design and data recovery program.</li> <li>Consultation with Native American Monitor.</li> </ul>	City of Escondido Community Development Department Planning Division; Project Archaeologist; TCA Tribe	X			

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MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
<p>CUL-8: As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to an off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted in order to determine proper treatment and disposition of the remains in accordance with California Public Resources Code section 5097.98. The Native American remains shall be kept in-situ, or in a secure location in close proximity to where they were found, and the analysis of the remains shall only occur on-site in the presence of a Native American monitor.</p>	<ul style="list-style-type: none"> <li>Require identification and preservation of any undiscovered cultural resources or human remains.</li> </ul>	<p>City of Escondido                      Community Development Planning Division;                      Project Archaeologist;                      County Coroner</p>		X		

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MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
<p>CUL-9: If the qualified archaeologist elects to collect any archaeological materials that qualify as tribal cultural resources, the Native American monitor(s) must be present during any testing or cataloging of those resources. Moreover, if the qualified archaeologist does not collect the archaeological materials that qualify as tribal cultural resources that are unearthed during the ground disturbing activities, the Native American monitor(s), may at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the Tribe's cultural and spiritual traditions. The project archaeologist shall document evidence that all cultural materials have been curated and/or repatriated as follows:</p> <ol style="list-style-type: none"> <li>It is the preference of the City that all tribal cultural resources be repatriated to the TCA Tribe as such preference would be the most culturally sensitive, appropriate, and dignified. Therefore, any tribal cultural resources collected by the qualified archaeologist shall be provided to the TCA Tribe. Evidence that all cultural materials collected have been repatriated shall be in the form of a letter from the TCA Tribe to whom the tribal cultural resources have been repatriated identifying that the archaeological materials have been received.</li> </ol> <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> <li>Any tribal cultural resources collected by the qualified archaeologist shall be curated with its associated records at a San Diego curation facility or a culturally-affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79, and, therefore, would be</li> </ol>	<ul style="list-style-type: none"> <li>Require that a Native American monitor is present during any testing or cataloging.</li> <li>Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe, and/or curated.</li> </ul>	<p>City of Escondido                      Community Development Department                      Planning Division;                      Project Archaeologist</p>	X	X	X	

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MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
professionally curated and made available to other archaeologists/researchers for further study. The collection and associated records, including title, shall be transferred to the San Diego curation facility or culturally affiliated Tribal curation facility and shall be accompanied by payment of the fees necessary for permanent curation. Evidence that all cultural materials collected have been curated shall be in the form of a letter from the curation facility stating the prehistoric archaeological materials have been received and that all fees have been paid.						
CUL-10: Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, which describes the results, analysis and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.	<ul style="list-style-type: none"> <li>Require documentation of analysis and data by the qualified archaeologist.</li> <li>Consultation with Native American Monitor.</li> </ul>	Qualified Archaeologist; Native American Monitor			X	
<b>Geology</b>						
GEO-1 Prior to issuance of a grading permit or ground disturbing activities, a preliminary assessment by a professional paleontological resource consultant shall be conducted to determine if the characteristics of a unique paleontological resource or site are present. If determined to be present, and the potential for destruction of a unique paleontological resource or site exists, the preliminary assessment must make recommendations for mitigating potential	<ul style="list-style-type: none"> <li>Paleontological analysis required</li> </ul>	Applicant Paleontological consultant	X		X	

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MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
Noise						
<p>NOI-1: To reduce potential construction noise impacts, the following multi-part mitigation shall be implemented for the proposed project:</p> <ul style="list-style-type: none"> <li>The construction contractor shall ensure that all equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment.</li> <li>The construction contractor shall ensure that unnecessary idling of internal engines (i.e., idling in excess of 5 minutes) is prohibited.</li> <li>The construction contractor shall utilize "quiet" models of air compressors and other stationary noise sources where technology exists.</li> <li>At all times during proposed project grading and construction, the construction contractor shall ensure that stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from the nearest residential land uses.</li> <li>The construction contractor shall designate a noise disturbance coordinator who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaints (starting too early, bad muffler, etc.) and establishment reasonable measures</li> </ul>	<p>Requires applicant and contractor to implement specific operational measures to reduce potential noise impacts</p>	<p>Applicant, Construction Contractor</p>	<p>X</p>			

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 Planning Commission

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
necessary to correct the problem. The construction contractor shall visibly post a telephone number for the disturbance coordinator at the construction site.						
<b>Traffic</b>						
<del>TRA-1 Prior to occupancy, a signal shall be constructed and operational at the intersection of Rock Springs Road and W. Lincoln Avenue. All proposed transportation improvements within the City shall be constructed to the satisfaction of the City Engineer.</del>	<del>Installation of Traffic Signal</del>	<del>Applicant</del>	<del>X</del>	<del>*</del>	<del>*</del>	
<del>TRA-2 Prior to occupancy, the proposed project shall construct appropriate improvements and/or signage (as determined by the City's Engineering Services Division) at the proposed driveway on Rock Springs Road to restrict egress to right-of-way only (left out restricted). This proposed physical improvement is necessary to reduce the number of northbound trips from the Project along Rock Springs Road and also will provide the opportunity to extend the southbound left turn lane capacity at the intersection of W. Mission Avenue and Rock Springs Road up to 280 feet.</del>	<del>Installation of roadway improvements</del>	<del>Applicant-Engineering Services Division</del>	<del>X</del>	<del>*</del>	<del>*</del>	

**EXHIBIT "E"**  
**RESOLUTION NO. 2024-183R**  
**PLANNING CASE NO. PL24-0183**

Alternative Option No. 1 (Recommended Option) is hereby **recommended for conditional approval** as set forth within the Planning Commission Staff Report dated November 12, 2024.

For the purpose of these conditions, the term "Applicant" shall also include the Project proponent, owner, permittee, or its successor(s) in interest, as may be applicable.

**A. General:**

- 1. Acceptance of Permit.** Should the Applicant fail 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 thirty-six (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 (1) year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

The Permit shall be deemed expired if a building permit has not been obtained or work has been discontinued in the reliance of that building permit. If no building permits are required, the City may require a noticed hearing to be scheduled before the authorized agency to determine if there has been demonstrated a good faith intent to proceed, pursuant to and in accordance with the provision of this Permit.
- 3. Certification.** The Director of Community Development, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally

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consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. Three (3) copies of final Approved Plan set, shall be submitted to the Planning Division for certification. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.

**4. Conformance to Approved Plans.**

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

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

**6. Certificate of Occupancy.**

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

**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 Community Development.



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pay fees for purposes 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 (2) 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. Revocation, Suspension, Modification.** At any time after Project implementation, the City may require a noticed public hearing to be scheduled before the Planning Commission to determine if there has been demonstrated a good faith intent to proceed in reliance on this approval. This item may be referred to the appropriate decision-making body upon recommendation of the Director of Community Development for review and possible revocation or modification of the Permit regarding non-compliance with the Conditions of Approval.

This Permit may be revoked, suspended or modified by the Planning Commission, or by the City Council on appeal, at any time regardless of who is the owner of the subject property or who has the right to possession thereof or who is using the

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same at such time, whenever, after a noticed hearing, and after the following findings are fully investigated:

- a. A violation of any term or condition not abated, corrected or rectified within the time specified on the notice of violation; or
- b. A violation of any City ordinance, state law, or federal law not abated, corrected or rectified within the time specified on the notice of violation; or
- c. The use as presently conducted creates or constitutes a nuisance.

**16. Indemnification.** The Applicant shall hold harmless the City, its Council Members, its Commission and Boards, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of any approval or denial of the application and from and against any and all claims, losses, proceedings, damages, causes of action, liabilities, costs and expenses, including reasonable attorney's fees, arising from or in connection with, or caused by (i) any act, omission or negligence of Applicant, or their respective contractors, licensees, invitees, agents, sublessees, servants or employees, wherever on or adjacent to the property the same may occur; (ii) any use of the property, or any accident, injury, death or damage to any person or property occurring in, or on or about the property, or any part thereof, or from the conduct of the Applicant or owner's business or from any activity, work or thing done, permitted or suffered by Applicant or owner or its sublessees, contractors, employees, or invitees, in or about the property, other than to the extent arising as a result of City's sole active negligence or to the extent of any willful misconduct of the City; and (iii) any default in the performance of any obligations of Applicant's or owner's part to be performed under the terms of this Agreement, or arising from any negligence of Applicant or owner, or any such claim or any action or proceeding brought thereon; and in case any action or proceedings be brought against the City, its officers, employees, agents and representatives, by reason of any such claim, Applicant or owner, upon notice from City, shall defend the same at its expense by counsel reasonably satisfactory to City. Applicant further agrees to and shall indemnify, defend, protect, and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions brought by any third party to challenge the Project or its approval by the City, including environmental determinations. Such indemnification shall include any costs and expenses incurred by City in such action(s), including reasonable attorney's fees.

**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

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Services Department, Director of Community Development, Building Official, City Engineer, and the Fire Chief in carrying out the administration of said codes. Approval of this Permit request shall not waive 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 (including County Department of Environmental Health for USTs, APCD for Healy Tanks and Alcohol Beverage Control type 20 license). 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).

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- 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.** Appropriate trash enclosure(s) or other approved trash system 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.

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

- 1.** A minimum of 21 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 stripping shall be drawn on the

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plans or a note shall be included indicating double stripping 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 Planning Division for review and approval, if meeting any of the criteria listed under Section 33- 1323 of the Zoning Code. Five (5) copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal If 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

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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) are 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 Community Development.
- 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 Community Development 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 Conditions:**

1. Prior to the issuance of building permits for the project, a Lot Tie shall be recorded between APNs 228-220-13-00 and 228-220-43-00. The project applicant shall be responsible for the submittal of the Lot Tie application, all required documents, application fees and recording.
2. The landscape plan attached to the project exhibits is conceptual only. The final landscape plan shall include appropriate screening around the main building, to

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include taller shrubs along the northern and eastern sides of the building. Appropriate street trees also shall be provide along the Rock Springs Road frontage, including along the eastern building frontage. Trees (min. 15 gallon) also shall be provided along the northern perimeter of the site. The final landscape design also shall provide 50 percent or more of shade coverage in 10 years for the open parking spaces.

3. An appropriate property boundary fence or wall shall be provided along the northern and western property boundaries. Appropriate sight distance shall be provided at driveways. Standard chain-link fencing shall not be permitted. Vinyl-clad fencing (with or without slats) would be acceptable. Any perimeter masonry walls shall include pilaster at wall corners, to the satisfaction of the Director of Community Development.
4. The sale of alcoholic beverages as part of this CUP is for the sale of beer and wine only. An appropriate license shall be required from the Department of Alcoholic Beverage Control.
5. Loitering is prohibited on or around these premises or the area under the control of the licensee.
6. No alcoholic beverage shall be displayed within five feet of the cash register of the front door unless it is in a permanently affixed cooler.
7. No advertisement of alcoholic beverages shall be displayed at motor fuel islands.
8. No sale of alcoholic beverages shall be made from a drive-in window.
9. No display or sale of alcoholic beverages shall be made from any ice container.
10. No self-illuminating advertising for beer and wine shall be located on the buildings or windows.
11. The facility (convenience store and gasoline station operations) shall be allowed to operate 24 hrs. a day. Employees selling alcoholic beverages between the hours of 10:00 p.m. and 12:00 a.m. shall be at least twenty-one years of age.
12. No beer and wine shall be sold between the hours of 12:00 a.m. and 8:00 a.m.
13. At least two signs shall be posted in visible places on the convenience store building (one adjacent to the entrance) stating the consumption of alcoholic beverages on the premises is prohibited and that violators will be prosecuted.
14. The licensee shall comply with all conditions set forth in the premise license issued through the Department of Alcoholic Beverage Control at all times.
15. If the restrictions imposed by the conditions of approval included with this CUP are stricter than those placed on the ABC license, these conditions shall take precedent.
16. There shall be no amusement machines or video game devices in the premises at

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any time.

17. No wine shall be sold with an alcohol content of greater than 15 percent by volume except for "Dinner Wines" which have been aged two years or more and maintained in corked bottles.
18. Beer, malt beverages, and wine coolers shall not be sold by single containers, but must be sold in manufacturer pre-packaged multi-unit quantities.
19. No other laws shall be violated. Any violation of this Conditional Use Permit or additional conditions set forth in the premise license issued by the Department of Alcoholic Beverage Control may result in a suspension or revocation of this CUP.
20. Prior to the issuance of building permits for the development of the gasoline station, the applicant shall provide evidence to the Escondido Building Division of the issuance of appropriate permits from the San Diego County Department of Environmental Health for the installation of underground storage tanks (USTs), and appropriate permits for the installation of Healy Tanks from the Air Pollution Control District (APCD).

**F. Mitigation Measures:**

- CUL-1** The City of Escondido Planning Division (City) recommends the applicant enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre- excavation agreement) with a tribe that is traditionally and culturally affiliated with the Project Location (TCA Tribe) prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between them. Applicant/Owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of
- the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.
- CUL-2** Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and Native American monitors associated with TCA Tribes have been retained to implement the monitoring program. Because the project is located within shared territory of the Luiseño and Kumeyaay people, Native American monitors representing the interest and values of both the Luiseño and Kumeyaay people will be retained for the project. The archaeologist shall be responsible for coordinating with the Native American monitors. This verification shall be presented to the City in a letter from the project

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archaeologist that confirms that Native American monitors representing both Luiseño and Kumeyaay TCA Tribes have been retained. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.

- CUL-3** The qualified archaeologist and a Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program.
- CUL-4** During the initial grubbing, site grading, excavation or disturbance of the ground surface, the qualified archaeologist and the Native American monitor shall be on site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring.
- CUL-5** In the event that previously unidentified tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor shall have the authority to temporarily divert or temporarily halt ground disturbance operation in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed.
- CUL-6** If a potentially significant tribal cultural resource is discovered, the archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the TCA Tribe and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor and be submitted to the City for review and approval.
- CUL-7** The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated as required by CEQA. Where any significant tribal cultural resources and/or unique archaeological resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, then a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor, shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and

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data recovery program activities must be concluded to the satisfaction of the City.

**CUL-8** As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to an off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted in order to determine proper treatment and disposition of the remains in accordance with California Public Resources Code section 5097.98. The Native American remains shall be kept in-situ, or in a secure location in close proximity to where they were found, and the analysis of the remains shall only occur on-site in the presence of a Native American monitor.

**CUL-9** If the qualified archaeologist elects to collect any archaeological materials that qualify as tribal cultural resources, the Native American monitor(s) must be present during any testing or cataloging of those resources. Moreover, if the qualified archaeologist does not collect the archaeological materials that qualify as tribal cultural resources that are unearthed during the ground disturbing activities, the Native American monitor(s), may at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the Tribe's cultural and spiritual traditions. The project archaeologist shall document evidence that all cultural materials have been curated and/or repatriated as follows:

- 1) It is the preference of the City that all tribal cultural resources be repatriated to the TCA Tribe as such preference would be the most culturally sensitive, appropriate, and dignified. Therefore, any tribal cultural resources collected by the qualified archaeologist shall be provided to the TCA Tribe. Evidence that all cultural materials collected have been repatriated shall be in the form of a letter from the TCA Tribe to whom the tribal cultural resources have been repatriated identifying that the archaeological materials have been received.

OR

- 2) Any tribal cultural resources collected by the qualified archaeologist shall be curated with its associated records at a San Diego curation facility or a

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culturally- affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79, and, therefore, would be professionally curated and made available to other archaeologists/ researchers for further study. The collection and associated records, including title, shall be transferred to the San Diego curation facility or culturally affiliated Tribal curation facility and shall be accompanied by payment of the fees necessary for permanent curation. Evidence that all cultural materials collected have been curated shall be in the form of a letter from the curation facility stating the prehistoric archaeological materials have been received and that all fees have been paid.

**CUL-10** Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, which describes the results, analysis and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.

**GEO-1** Prior to issuance of a grading permit or ground disturbing activities, a preliminary assessment by a professional paleontological resource consultant shall be conducted to determine if the characteristics of a unique paleontological resource or site are present. If determined to be present, and the potential for destruction of a unique paleontological resource or site exists, the preliminary assessment must make recommendations for mitigating potential impacts, such as monitoring during construction, or identify requirements for the proper documentation per state or federal guidelines, of any significant resource proposed to be impacted.

**NOI-1** To reduce potential construction noise impacts, the following multi-part mitigation shall be implemented for the proposed project:

- The construction contractor shall ensure that all equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment.
- The construction contractor shall ensure that unnecessary idling of internal engines (i.e., idling in excess of 5 minutes) is prohibited.
- The construction contractor shall utilize "quiet" models of air compressors and other stationary noise sources where technology exists.
- At all times during proposed project grading and construction, the construction contractor shall ensure that stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from the nearest residential land uses.

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- The construction contractor shall designate a noise disturbance coordinator who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaints (starting too early, bad muffler, etc.) and establishment reasonable measures necessary to correct the problem. The construction contractor shall visibly post a telephone number for the disturbance coordinator at the construction site.

**TRA-1** *Removed by Resolution No. 2024-183.*

**TRA-2** *Removed by Resolution No. 2024-183.*

## ENGINEERING CONDITIONS OF APPROVAL

### GENERAL

1. The Developer shall provide the City Engineer with a Preliminary Title Report covering subject property.
2. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of the Grading plans. This utility/facility relocation work shall be completed prior to issuance of Building Permits.
3. Improvement plans prepared by a Civil Engineer are required for all public street and utility improvements and a Grading/Private Improvement plan prepared by Civil Engineer is required for all grading, drainage and private onsite improvement design. Landscaping Plans shall be prepared by a Landscape Architect.
4. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.
5. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the Developer with the City of Escondido prior to the approval of any building permit.
6. If site conditions change adjacent to the proposed development prior to completion of the project, the Developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
7. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected by the Developer to the satisfaction of the City Engineer.
8. The Developer's engineer shall submit to the Planning Division three (3) copies of the Site Plan as presented to the Planning Commission and approved by the City Council together with any changes contained in the adopted final conditions of approval. The

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Site Plan will be certified by the Planning Division verifying that they are an accurate reproduction of the approved Site Plan and one of these copies must be included with the first Final Engineering submittal for plan check to the Engineering Department.

**STREET IMPROVEMENTS AND TRAFFIC**

1. Public street improvements shall be constructed to City Standards as required by the Subdivision Ordinance and to the satisfaction of the City Engineer. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, curb returns and pedestrian ramps, drainage, lighting, etc. shall be to the satisfaction of the City Engineer.
2. *Removed by Resolution No. 2024-183.*
3. *Removed by Resolution No. 2024-183.*
4. The project's access drive shall be constructed as an alley-type driveway apron with a minimum throat width of 24-feet and a driveway apron with a 4-foot minimum ADA path of travel maintained near the right-of-way line to the satisfaction of the City Engineer.
5. The Developer shall pay \$560,000 of the "construction cost" of a new traffic signal at the intersection of Rock Springs Road and Lincoln Avenue prior to project occupancy. The Developer shall submit separate traffic signal and signing and striping improvement plans prepared by a Traffic Engineer for review and approval by the City Engineer. The traffic signal design shall be per current City, Caltrans, and MUTCD Standards and shall include video detection, APS, and interconnect conduits and cables to an existing traffic signal controller. The Developer's Traffic Engineer will also be responsible for all new timing plans and coordinating traffic signal work with the Developer's Contractor(s) and Equipment Suppliers and City staff.
6. *Removed by Resolution No. 2024-183.*
7. The Developer may be responsible for an overlay of Rock Springs Road due to the many utility trenches necessary to serve this project. The determination of the extent of the overlay shall be to the satisfaction of the City Engineer.
8. The Developer shall remove and replace all damaged sidewalk, curb and gutter, along all project frontages to the satisfaction of the City Engineer prior to issuance of a Certificate of Occupancy.
9. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved and modified roadways. The Developer will be responsible for removal of all existing and the construction of all new signing and striping in compliance with the current CA MUTCD standards and to the satisfaction of the City Engineer.
10. The Developer shall repaint all pavement striping and markings adjacent to the project

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that have been damaged and prematurely faded due to project construction traffic to the satisfaction of the City Engineer.

11. Adequate horizontal sight distance shall be provided at all driveways. Increased parkway widths, open space easements, and restrictions on landscaping may be required at the discretion of the City Engineer
12. Pedestrian access routes meeting current ADA requirements shall be provided into the project to the satisfaction of the City Engineer and City Building Official.
13. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities, and any requested materials placement within existing rights-of-way to the satisfaction of the City Engineer. This plan shall include any proposed sidewalk closures and provide for alternate pedestrian access around the project site. This plan shall be approved prior to the issuance of an Encroachment Permit for construction or other project activities within the public right-of-way.
14. The existing W. Mission Avenue bus stop shall be relocated to the satisfaction of the North County Transit District (NCTD) and the City Engineer. The relocated bus stop shall be constructed on W. Mission Avenue along the project frontage. The developer shall provide written correspondence from NCTD stating they have approved the proposed location of

the bus stop prior to approval of the Improvement Plan. The NCTD approved bus stop location shall be shown the Improvement Plan.

15. *Removed by Resolution No. 2024-183.*
16. The proposed Rock Springs Road driveway shall be signed and striped for right turns in and out only.
17. Prior to occupancy, a signal shall be constructed and operational at the intersection of Rock Springs Road and W. Lincoln Avenue. All proposed transportation improvements within the City shall be constructed to the satisfaction of the City Engineer.
18. Prior to occupancy, the proposed project shall construct appropriate improvements and/or signage (as determined by the City's Engineering Services Division) at the proposed driveway on Rock Springs Road to restrict egress to right-out only (left out restricted). This proposed physical improvement is necessary to reduce the number of northbound trips from the Project along Rock Springs Road and also will provide the opportunity to extend the southbound left-turn lane capacity at the intersection of W. Mission Avenue and Rock Springs Road up to 280 feet.

**GRADING and SITE IMPROVEMENTS**

1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department prior to issuance of building permits. The

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first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The Soils Engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.

2. All private driveways and parking areas shall be paved with a minimum of 3" asphalt concrete (AC) over 6" of asphalt base (AB) or 7" portland concrete cement (PCC) over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.
3. The Developer will be required to obtain permission from adjoining property owners for any off-site grading or work necessary to construct the project and/or the required improvements.
4. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The Developer shall be responsible for maintaining all erosion control facilities throughout the project.
5. The Developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
6. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.
7. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
8. All existing foundations, structures, trees not otherwise noted to remain or be relocated shall be removed or demolished from the site.
9. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.

**DRAINAGE**

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a Drainage Study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. All on-site storm drains not in public easements are private. The responsibility for maintenance of these storm drains shall be that of the Property Owner.
3. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's

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latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include treatment calculations, post-construction storm water treatment measures, and maintenance requirements and responsibilities both for onsite treatment and also any "Green Street" facilities located in the public right-of-way. The SWQMP shall demonstrate how proposed proprietary best management practices meet bio-filtration treatment requirements in accordance with the City's Storm Water Design Manual.

4. Storm water runoff from the W. Mission Avenue frontage improvements shall be treated in accordance with Green Streets" best management practices (BMPs).
5. All site drainage with emphasis on the parking and driveway areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.
6. The Developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.
7. All storm water treatment and retention facilities and their drains including the bio-retention basins and planters shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner.

**WATER SUPPLY**

1. All water services, detector check assemblies, and other water appurtenances shall be designed and installed at locations required and approved by the Director of Utilities. All new water lateral locations and sizing shall be to the satisfaction of the City Engineer and, in accordance with the current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.
2. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal. Fire hydrants shall connect to a minimum 8-inch water main.
3. Where fire hydrants are being relocated, the abandoned fire hydrant laterals shall be abandoned at the water main. All existing gate valves and tees shall be removed and a straight run of pipe shall be replaced within the water main to the nearest joints.
4. A fire suppression sprinkler system shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings and per the requirements of the Fire Marshal.

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5. Water meters and back flow prevention devices shall not be installed within a driveway apron or private drive areas.
6. All on-site water lines and backflow prevention devices not in public easements or the City's Right of Way shall be considered a private water system. The Property Owner will be solely responsible for all maintenance of these water lines and facilities.
7. No trees or deep rooted plants shall be planted within 10-feet of any water service.

**SEWER**

1. A private 6-inch minimum (PVC) sewer lateral with a standard clean-out within the right-of-way shall be constructed for the project and shown on the Improvement and Grading plans. Sewer laterals less than 8-inches in diameter shall connect to the sewer main with a wye fitting or Inserta-Tee. 8-inches in diameter sewer laterals shall be connected to the public sewer at a manhole.
2. All sewer laterals shall be constructed per current City of Escondido Design Standards and Standard Drawings and per the current Uniform Plumbing Code.
3. No trees or deep rooted bushes shall be planted within 15-feet of any sewer main or within 10-feet of any sewer lateral. Sewer laterals shall be 5-feet horizontally clear from other utilities.
4. All abandoned sewer laterals shall be removed or capped at the property line and so noted on the improvement plans to the satisfaction of the Utilities Engineer.
5. All sewer lateral(s) and grease traps shall be considered a private sewer system. The Property Owner will be responsible for all maintenance of the sewer lateral(s) and system to the sewer main.
6. A grease trap, if required for the restaurant component of the project, shall be installed at an approved location to the satisfaction of the Director of Utilities.

**LANDSCAPE**

7. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the second submittal of the grading plan for review and approval by Engineering and Planning Departments. The initial submittal of the landscape plans shall include the required plan check fees.
8. Permanent landscaping shall be installed along the project frontage and all areas disturbed by the project (including offsite areas). The landscaping, including storm water treatment BMPs and landscaping installed in the right-of-way, shall be maintained by the property owner.

**EASEMENTS AND DEDICATIONS**

1. The developer shall make all necessary dedications (or, if appropriate, offer of dedications) for public rights-of-way on the following streets contiguous to the project to bring the roadways to the indicated classification.

<b>STREET</b>	<b>CLASSIFICATION</b>
W. Mission Avenue	Major Road (51' CL to R/W - 9' dedication)

2. All easements, both private and public, affecting subject property shall be shown and delineated on the Grading and Improvement Plans.
3. The developer shall dedicate to the public a 20-foot radius corner rounding at W. Mission Avenue and Rock Springs Road.
4. The Developer is responsible for making the arrangements quitclaim all easements of record which conflict with the proposed development prior to approval of the Grading plans and Building Permits. Building permits will not be issued for lots in which construction will conflict with existing easements or utilities, nor will any securities be released until the existing easements are quitclaimed. The initial submittal of the plat and legal shall include the required dedication fee in effect at the time of the submittal.

*Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying and traverse closure tapes. The City will prepare all final public documents.*

**FEES**

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the Developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of 36,000, unless a higher amount is deemed necessary by the City Engineer.
2. *Removed by Resolution No. 2024-183.*
3. 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.

**UTILITY UNDERGROUNDING AND RELOCATION**

1. All existing overhead utilities within the subdivision boundary or along fronting streets shall be relocated underground as required by the Subdivision Ordinance. The developer may request a waiver of this condition by writing a letter to the City Engineer explaining his/her reasons for requesting the waiver. The developer will be required to pay a waiver fee as adopted by City Council resolution.
2. The Developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

**SURVEYING AND MONUMENTATION**

1. All property corners shall be monumented by a person authorized to practice land surveying and a Record of Survey (or Corner Record if appropriate) shall be recorded.

RESOLUTION NO. 2026-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AFFIRMING ITS DECISION IN RESPONSE TO THE REQUEST BY MORRIE GOLCHEH TO WAIVE THE REQUIREMENT FOR THE PAYMENT OF \$560,000 OF THE COST OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF ROCK SPRINGS ROAD AND LINCOLN AVENUE SPECIFIED IN STREET IMPROVEMENTS AND TRAFFIC CONDITION OF APPROVAL NO. 5 IN EXHIBIT "E" OF RESOLUTION NO. 2024-183R ADOPTED ON DECEMBER 4, 2024 PERTAINING TO CONDITIONAL USE PERMIT (PHG-19-0049) SUBJECT TO ONE OR MORE ASSOCIATION CONDITION (S)

APPLICANT: Morrie Golcheh

CASE NO(s): PL26-0088

WHEREAS, Morrie Golcheh ("Applicant"), submitted a written request to the City Clerk on February 4, 2026 for revocation of a conditional use permit condition of approval requiring the payment of \$560,000 of the construction cost of a new traffic signal specified in Street Improvements and Traffic Condition of Approval No. 5 in Exhibit "E" of Resolution No. 2024-183R adopted by the City Council on December 4, 2024 at the intersection of Rock Springs Road and Lincoln Avenue for a previously approved commercial project (PHG19-0049) for a 1.14-acre site composed of two parcels (Assessor's Parcel Numbers: 228-220-43-00; 228-220-13-00) located at the northwest corner of West Mission Avenue and Rock Springs Road and further addressed as 900 West Mission Avenue, Escondido, CA 92025; and

WHEREAS, in December 2024, the City Council conducted a required public hearing to consider a request by Morrie Golcheh to waive the requirement to construct a new traffic signal at the intersection of Rock Springs Road and Lincoln Avenue during which the City Council considered several different alternatives presented by city staff before deciding to require Mr. Golcheh to pay \$560,000 of the

construction cost of the aforementioned new traffic signal in exchange for not requiring the completion of frontage improvements along the development site's Mission Avenue frontage as well as not requiring the construction of a protected left turn signal at the intersection of Rock Springs Road and Mission Avenue; and

WHEREAS, during the City Council's December 2024 consideration, city staff presented information from a fair share study conducted by a professional consultant retained by the city regarding the projected traffic impact from the aforementioned development through the intersection of Rock Springs Road and Lincoln Avenue; and

WHEREAS, the aforementioned fair share study utilized methodologies from Caltrans and the City of Temecula to determine the projected traffic impact and identified eleven (11) percent and fourteen (14) percent of the total traffic through this intersection, respectively; and

WHEREAS, city staff presented during the City Council's December 2024 consideration of Mr. Golchek's waiver request an alternative for the one-time payment of \$78,000 based on the aforementioned fair share study; and

WHEREAS, following the receipt of Mr. Golchek's current waiver request submitted in February 2026, the Development Services Director initiated a city-sponsored effort to analyze this request and bring it before the City Council for its consideration; and

WHEREAS, a public hearing is required to be conducted prior to the City Council's final decision on this matter because of the public hearing nature of the previous City Council action establishing the affected condition of approval to provide the public the opportunity to speak in support or opposition or natural on the Applicant's request; and

WHEREAS, the Applicant’s request for reconsideration is related to a previous decision acted upon by the City Council in December 2024 following its receipt of a recommendation from the Planning Commission and therefore, the current request will be heard directly by the City Council without prior Planning Commission review and recommendation; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) Section 15164 (Addendum to an EIR or Negative Declaration), an addendum to the adopted Mitigated Negative Declaration was previously prepared and after substantive evaluation, the Development Services Director for the City of Escondido has determined that none of conditions identified in Section 15162 (Subsequent EIRS and Negative Declarations) have occurred with the current action of the City Council requiring preparation of a Subsequent Negative Declaration; and

WHEREAS, an initial public hearing before the City Council was scheduled and held on April 8, 2026; and

WHEREAS, City staff provided initial public notice of the April 8, 2026 public hearing in accordance with City and State public noticing requirements; and

WHEREAS, the City Council conducted the initial public hearing on April 8, 2026 during which the opportunity for public testimony for or against the waiver request was provided and following the close of the public hearing and deliberation, the City Council decided on a motion vote to continue the public hearing to a date and time uncertain; and

WHEREAS, as part of its motion action, the City Council requested staff provide potential costs that the city could incur if it agreed to the requested waiver and/or other actions that it could consider; and

WHEREAS, subsequent to the April 8, 2026 public hearing, city staff conducted substantive

analysis to identify potential other options that the City Council could take in response to the requested waiver; and

WHEREAS, city staff identified multiple options with associated estimated developer and city costs with the most prominent options being: 1) retain the City Council's December 2024 decision that capped Mr. Golcheh's contribution to a new signal at Rock Springs Road and Lincoln Avenue at \$560,000 with an estimated city contribution of approximately \$300,000; or 2) revoke Street Improvements and Traffic Condition of Approval No. 5 in Exhibit "E" of Resolution No. 2024-183R adopted by the City Council on December 4, 2024 requiring the Applicant to pay \$560,000 of the construction cost of a new traffic signal specified in at the intersection of Rock Springs Road and Lincoln Avenue and accept Mr. Golcheh's cash offer of \$50,000 plus the full and complete assignment of the city approved traffic signal plans that has an approximate value of \$50,000 that would be a fair share contribution in today's dollars based on projected traffic impacts to the Rock Springs Road and Lincoln Avenue and would constitute a total cost obligation for Mr. Golcheh of \$100,000 with an estimated city contribution of \$760,000; or 3) require the fair share contribution toward the cost of a new traffic signal at Rock Springs Road and Lincoln Avenue with an estimated cost of \$100,000, require improvements to the development site's Mission Avenue frontage at an estimated cost of \$500,000 and require a fair share contribution to the construction cost of a protected left turn lane at Rock Springs Road and Lincoln Avenue that is estimated to be \$150,000 for a total cost obligation of \$750,000 with an estimated city contribution for the construction of a new traffic signal at Rock Springs Road and Lincoln Avenue and for the construction of a protected left turn lane at Rock Springs Road and Mission Avenue of approximately \$1,210,000; and

WHEREAS, the City Council conducted a duly noticed continued public hearing on May 20, 2026 during which it considered decision-making alternatives for action; and

WHEREAS, the following is presented as background information for the purposes of informing

the action specified in this Resolution:

1. Ilan Golcheh (“Prior Applicant”) previously filed a land use development application, Planning Case No. PL24-0183 (“Application”), constituting a request to modify a previously approved Conditional Use Permit (PHG19-0049) (“Approved Project”). The modification proposes removal of the Engineering Division’s Condition of Approval No. 5 of Resolution No. 2021-05 and Mitigation Measure Condition of Approval TRA-1 of Resolution No. 2021-05 both requiring the construction of a traffic signal at the Rock Springs Road and W. Lincoln Avenue intersection (“Project”). The project site is located on a 1.14-acre site (APNs 228-220-13-00 and 228-220-43-00), within the General Plan Land Use designation of General Commercial (GC), and a zoning designation of General Commercial (CG).
2. City staff identified an alternative to the Prior Applicant’s request to modify the Conditional Use Permit entailing removal of Engineering Condition of Approval Nos. 2, 3, 6, and 15, and Fee Condition of Approval No. 2, all of Approved Project Resolution No. 2021-05.
3. The Prior Applicant submitted an Addendum to the previously adopted Mitigated Negative Declaration to clarify the environmental record related to mitigation measures associated with the Approved Project’s Traffic Impacts.
4. The Application was submitted to, and processed by, the Planning Division of the Development Services Department in accordance with the rules and regulations of the Escondido Zoning Code and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code section 21000 et seq.) (“CEQA”).
5. The subject property is all that real property described in Exhibit "A" which is attached hereto and made a part hereof by this reference as though fully set forth herein (“Property”).

6. The Application was submitted to, and processed by, the Planning Division of the Development Services Department in accordance with the rules and regulations of the Escondido Zoning Code and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code section 21000 et seq.) (“CEQA”).
7. On December 8, 2020, the Planning Commission adopted Resolution No. 2020-19 recommending that the City Council approve a General Plan Amendment, Zone Map Amendment, and Conditional Use Permit for construction of a 4,284 square-foot gas station with the concurrent sale of alcoholic beverages.
8. On January 13, 2021, the City Council adopted Resolutions No. 2021-04 and 2021-05, and Ordinance No. 2021-01, approving the General Plan Amendment, Zone Map Amendment, and Conditional Use Permits for the Approved Project.
9. The City Council action adopted a Mitigated Negative Declaration (MND), and associated Mitigation Monitoring and Reporting Program (MMRP).
10. Pursuant to Condition of Approval (Conformance to Approved Plans) of Resolution No. 2021-05, modifications to the Approved Project may have required submittal of an amendment to the Permit and approval by the authorized agency.
11. Pursuant to CEQA and the CEQA Guidelines (Title 14 of California Code of Regulations, Section 15000 et. seq.), the city was the Lead Agency for the Project, as the public agency with the principal responsibility for approving the proposed Project.
12. In accordance with Section 15164 (Addendum to an EIR or Negative Declaration) an Addendum was prepared for the Project and was incorporated fully as Exhibit “C” that clarified the removal of

mitigation measures related to traffic impacts.

13. A revised Mitigation Monitoring and Reporting Program (MMRP) was prepared and incorporated fully as Exhibit "D of the December 4, 2024 City Council staff report.
14. On November 12, 2024, the Planning Commission held a duly noticed public hearing and voted 5-0 to adopt Resolution No. 2024-21 that recommended the City Council deny the Applicant's Project and adopt the Addendum to the Mitigate Negative Declaration and an alternative option referred to as Alternative Option (Recommended Alternative).
15. Planning Services of the Development Services Department studied the Application, performed necessary investigations, prepared a written report and recommended denial of the Project and instead recommended approval of Alternative Option (Recommended Alternative) as conditioned and detailed in Exhibit "E to the December 4, 2024 City Council staff report.
16. City staff provided public notice of the Application in accordance with City and State public noticing requirements.
17. As discussed in the City Council staff report dated December 4, 2024, and the Planning Commission staff report dated November 12, 2024, the Project was found inconsistent with the City's 2012 General Plan.
18. As discussed in the City Council staff report dated December 4, 2024, the Planning Commission staff report dated November 12, 2024, and Exhibit "B" of Resolution No. 2024-183R, the Alternative Option (Recommended Alternative) was deemed consistent with the City's 2012 General Plan.
19. As discussed in the City Council staff report dated December 4, 2024, the Planning Commission staff report dated November 12, 2024, and Exhibit "B" of Resolution No. 2024-183R, the Alternative Option

(Recommended Alternative) was deemed consistent with the City's 2012 General Plan.

20. Upon further deliberation by City Council on December 4, 2024, the Project's alternative option was modified to limit the applicant's financial contribution to pay no more than \$560,000 toward the construction cost of installing the traffic signal at the intersection of Rock Springs Road and Lincoln Avenue.
21. On December 4, 2024, the City Council held a duly noticed public hearing as prescribed by law, at which time the City Council received and considered the reports and recommendation of the Planning Division and gave all members of the public full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the City Council, including, without limitation:
  - a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant; and
  - b. Oral testimony from City staff, interested parties, and the public; and
  - c. The City Council staff report, dated December 4, 2024, with its attachments, as well as City staff's and the Planning Commission's recommendation on the Project, which is incorporated herein as though fully set forth herein; and
  - d. Additional information submitted during the public hearing.
22. The public hearing before the City Council was conducted in all respects as required by the Escondido Municipal Code and the rules of the City Council.

WHEREAS, the City Clerk, whose office is located at 201 North Broadway, Escondido, CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of

proceedings up on which the City Council's decision is based, which documents and material shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

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

1. That the above recitations are true.
2. That the City Council in its independent judgement has determined to approve one of the actions specified below and memorialized in the approved meeting minutes for the May 20, 2026 meeting pertaining to the previously approved commercial project (PHG19-0049) for a 1.14-acre site composed of two parcels (Assessor's Parcel Numbers: 228-220-43-00; 228-220-13-00) located at the northwest corner of West Mission Avenue and Rock Springs Road and further addressed as 900 West Mission Avenue, Escondido, CA 92025:
  - a. Retain the City Council's December 2024 decision that capped Mr. Golcheh's contribution to a new signal at Rock Springs Road and Lincoln Avenue at \$560,000 with an estimated city contribution of approximately \$300,000.
  - b. Revoke Street Improvements and Traffic Condition of Approval No. 5 in Exhibit "E" of Resolution No. 2024-183R adopted by the City Council on December 4, 2024 requiring the Applicant to pay \$560,000 of the construction cost of a new traffic signal specified in at the intersection of Rock Springs Road and Lincoln Avenue and accept Mr. Golcheh's cash offer of \$50,000 plus the full and complete assignment of the city approved traffic signal plans that has an approximate value of \$50,000 that would be a fair share contribution in today's dollars based on projected traffic impacts to the Rock Springs Road and Lincoln Avenue and would constitute a total cost obligation for Mr. Golcheh of \$100,000 with an estimated city contribution of \$760,000.

- c. Require the fair share contribution toward the cost of a new traffic signal at Rock Springs Road and Lincoln Avenue with an estimated cost of \$100,000, require improvements to the development site's Mission Avenue frontage at an estimated cost of \$500,000 and require a fair share contribution to the construction cost of a protected left turn lane at Rock Springs Road and Lincoln Avenue that is estimated to be \$150,000 for a total cost obligation of \$750,000 with an estimated city contribution for the construction of a new traffic signal at Rock Springs Road and Lincoln Avenue and for the construction of a protected left turn lane at Rock Springs Road and Mission Avenue of approximately \$1,210,000.

3. That the City Council in its independent judgment has determined that its approval of one of the aforementioned decision-making options shall only be effective upon the following actions occurring as certified by the Development Services Director:

- a. For Decision-Making Option No. 1 previously specified:

1. Payment in a form acceptable to the City Finance Director of a one-time payment of \$560,000 prior to the issuance of the Certificate of Occupancy for the first on-site building to be constructed.

- b. For Decision-Making Option No. 2 previously specified:

1. Payment in a form acceptable to the City Finance Director of a one-time payment of \$50,000; prior to the issuance of the Certificate of Occupancy for the first on-site building to be constructed; and

2. Full and irrevocable assignment of the City approved traffic signal plans from the Applicant and the Engineer of Record to the City of Escondido in a form acceptable to the City Attorney prior to the issuance of the Certificate of Occupancy for the first on-site

building to be constructed.

c. For Decision-Making Option No. 3 previously specified:

1. Payment in a form acceptable to the City Finance Director of a one-time payment of \$750,000 prior to the issuance of the Certificate of Occupancy for the first on-site building to be constructed.

4. The City Council directs that this Resolution shall only be effective upon complete and full satisfaction of the decision-making action identified and all associated conditions specified herein as certified by the Development Services Director who shall confirm said satisfaction to the City Clerk and City Attorney.

5. The City Council directs that if the Council designated decision-making action and all associated conditions are not fully satisfied, this Resolution shall be null and void and the Condition of Approval shall be retained in effect.

6. The City Council directs that all other conditions of approval specified in Exhibit "E" of Resolution No. 2024-183R adopted by the City Council on December 4, 2024 shall be in full force and effect and the Applicant shall be subject to compliance with these conditions unless otherwise future amended.

7. After consideration of all evidence presented, and studies and investigations made by the City Council and on its behalf, the City Council makes the Finding of Fact that the action specified herein is legally and substantively appropriate to address the public health, safety and welfare of the development project described herein. The City Council expressly declares that it would not have made this decision except upon and subject to each and all of said conditions stated herein, and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the uses permitted hereby.

8. The development plans for the Approved Project are on file in Planning Services of the Development Services Department and are available for inspection by anyone interested herein, and the development plans are incorporated herein by this reference as if they were fully set forth herein. The development plans shall remain in full force and effect except as might be modified by the City Council action specified herein and development of the project shall be done in accordance with these approved plans. Any deviations from the approved development plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.

BE IT FURTHER RESOLVED that, pursuant to Government Code Section 66020(d)(1):

1. NOTICE IS HEREBY GIVEN that the Approved Project is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval except, as applicable, for the Council action stated herein. The Approved Project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in the Development Services Departments. The Applicant 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. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed to ensure that new development pays the capital costs associated with growth. The Applicant is advised to review the Planned Fee Updates portion of the web page, [www.escondido.gov](http://www.escondido.gov), and regularly monitor and/or review fee-related information to plan for the costs associated with undertaking the Project.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this Resolution begins on the effective date of this Resolution, and any such protest must be in a manner that complies with Government Code section 66020.



# STAFF REPORT

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May 20, 2026  
File Number 0480-45

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## **SUBJECT**

### **COMMUNITY SERVICES DEPARTMENT USER FEE UPDATE**

## **DEPARTMENT**

Community Services

## **RECOMMENDATION**

Request the City Council receive and file the Community Services Department User Fee update.

Staff Recommendation: Receive and File (Community Services: Joseph Goulart, Director of Public Works)

Presenter: Robert Rhoades, Assistant Director of Community Services

**ESSENTIAL SERVICE** – No

**COUNCIL PRIORITY** – Build Trust and Accountability; Financial Stewardship

## **FISCAL ANALYSIS**

Community Services Department revenue has increased steadily, rising from \$948,225 in Fiscal Year (“FY”) 2020 to \$1,936,704 in FY2025, excluding revenues generated through contract agreements with the Escondido Union School District for Before and After School Program services. This growth reflects both program expansion and incremental fee adjustments over the period.

In July 2024, the City Council directed the Community Services Department to adjust rental fees to achieve full cost recovery and to align program fees with top-of-market rates, or to increase fees by 10 percent in cases where comparable market data was unavailable. These fee adjustments were implemented with the fall 2024 registration season.

Despite these changes, revenue increased modestly by approximately 4 percent, or \$72,675, compared to the prior fiscal year. Several factors likely contributed to this limited increase, including: existing fees that were already near top-of-market levels; decreased participation associated with price sensitivity among users; partial-year implementation of the updated fee structure; and prevailing economic conditions, including rising costs of living. Recreational programming is often considered a discretionary service, which can affect enrollment as households prioritize essential needs such as food, housing, and health and safety expenditures.



# CITY of ESCONDIDO

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### PREVIOUS ACTION

On July 10, 2024, the City Council approved a comprehensive update to the Community Services Department fee schedule. The approved action transitioned facility rental fees to a full cost-recovery model and adjusted recreation program fees to align with top-of-market rates. In instances where comparable market data was unavailable, a 10 percent fee increase was applied.

As part of the approval, the City Council directed staff to return in the second year of implementation to provide an update on the impacts of the revised fee structure.

### BACKGROUND

Following City Council approval of the comprehensive fee update, the Community Services Department implemented adjustments to both program and facility fees to better reflect the true cost of service delivery. To ensure a smooth transition and provide adequate notice to affected stakeholders, staff initiated a 60-day notification period for rental groups and service providers prior to implementation.

The updated fee schedule became effective with the launch of the Fall 2024 registration period. While these adjustments moved the Department closer to a cost-recovery framework, overall revenue growth has remained modest. Total Community Services revenue, excluding contract agreements, increased by \$72,675, or approximately 4 percent, rising from \$1.85 million in FY 2024 to \$1.93 million in FY 2025.

#### Cost Recovery Framework

Cost recovery is a guiding financial policy intended to balance fiscal sustainability with community access, equity, and public benefit. There is no single standardized methodology for calculating cost recovery across parks and recreation agencies. Practices vary widely by jurisdiction and are influenced by policy priorities, accounting methods, labor allocation models, and service philosophies. As a result, cost recovery percentages should be viewed as comparative indicators rather than definitive measures of efficiency or effectiveness.

Council has established a clear pricing direction that distinguishes between service types. Facility rentals are intended to achieve direct cost recovery, ensuring that users fully cover the operational costs associated with exclusive use of City facilities. Programs and activities, by contrast, are generally priced at the top of the local market, reflecting demand, comparisons with neighboring agencies, and the ability of these offerings to offset a larger share of service costs. Together, these pricing strategies reduce reliance on the general fund. These fees help offset the cost of delivering community services, but they don't replace general fund support entirely.

Nationally, park and recreation departments recover an average of approximately 27.2 percent of costs through user fees. Escondido's average cost recovery rate is approximately 44.8 percent, reflecting



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Council's fiscal policy direction to reduce reliance on the General Fund while maintaining access to services.

### Revenue Categories

Community Services Department revenue is generated across five categories: Programs and Activities, Park and Facility Rentals, Permit Fees, Administrative Fees, and Donations/Advertising.

In Fiscal Year ("FY") 2024/25, Programs and Activities represented the largest share of departmental revenue, accounting for 60.3 percent of total revenues. This was followed by Park and Facility Rentals at 30.0%, Administrative Fees at 6.6 percent, Permit Fees at 2.3 percent, and Donations/Advertising at 0.83 percent. Overall, the relative distribution of revenue across these categories has remained generally consistent over the past five fiscal years, as shown below.

Revenue Category	Avg	FY2025	FY2024	FY2023	FY2022	FY2021
Programs and Activities	57.4	60.3	62.8	57.7	53.4	49.8
Park/Facility Rentals	35.3	30.0	29.1	34.0	38.5	43.2
Permit Fees	0.42	2.3	1.78	1.68	1.81	0.65
Administrative Fees	6.0	6.6	5.1	5.4	4.8	5.1
Donations/Advertising	1.21	0.83	1.23	1.24	1.51	1.19

*Expressed in percentages*

The data reflects a gradual shift toward greater reliance on program participation revenue, consistent with Council direction to align program fees with market rates, while facility rental revenue has declined proportionally as a share of total revenues. Smaller revenue categories (permit fees, administrative fees, and donations/advertising) have remained relatively stable and continue to represent a limited portion of overall departmental funding.

### Scope of Control

Approximately 65 percent of user fee outcomes are influenced directly by City policy decisions, including pricing philosophy, cost recovery targets, and subsidy decisions. The remaining 35 percent are constrained by external factors such as:

- Independent contractor pricing (approximately 25 percent of total revenue)
- Pass-through costs
- Market demand and discretionary spending trends

This distinction helps explain why programs responded differently to the fee changes.

### Program Impacts

The FY2025 user fee data demonstrates that program participation and revenue responded differently across service areas following the implementation of the updated fee schedule. Outcomes varied based



# CITY of ESCONDIDO

## STAFF REPORT

on program type, target audience, market demand, and price sensitivity, underscoring that fee adjustments do not affect all programs uniformly.

Several programs showed strong performance despite fee increases, indicating that factors such as access, availability, and regional demand can outweigh pricing effects. Some aquatics programs provide a clear example. Open Swim participation increased by 52 percent (+492), driven in part by expanded availability and consistent demand for recreational swim opportunities. Lap Swim participation increased by 44 percent (+790), following membership pricing adjustments that improved flexibility for frequent users. Similarly, Adult Hockey revenue increased by 20 percent (+\$32,514), reflecting sustained regional demand for specialized programming following the closure of a regional program, while Open Gym participation increased by 6 percent (+343), suggesting that low-barrier, drop-in activities remain resilient even with modest fee changes.

At the same time, other programs experienced participation declines that appear closely linked to price sensitivity, capacity constraints, or broader participation trends. Learn-to-Swim participation declined by 12 percent, representing a reduction of 972 participants. The move toward top-of-market rates coincided with a noticeable decline in enrollment, particularly among families with younger children. With drowning as the leading cause of accidental death among young children, participation in swim lessons significantly reduces that risk by 88% according to the American Red Cross. This raises an important consideration, for safety-related programs like Learn-to-Swim, should pricing be structured to prioritize broad participation and access, rather than relying on top of market pricing models that may limit enrollment?

Youth sports programs also demonstrated mixed outcomes. Youth Soccer for ages 3–4 declined by 10 percent (-40), suggesting sensitivity among introductory-level participants, where cost, scheduling, and developmental readiness all play a role in enrollment decisions. Camps experienced an overall 4 percent (-18) decline, not primarily due to pricing, but rather due to staffing capacity limitations that reduced the number of available slots during peak periods.

The Skate Park program experienced a 72 percent decrease in participation (-679), driven by shifting usage patterns and evolving trends in informal free recreation among youth. This decline highlights the challenge of applying traditional fee models to largely informal and drop-in recreational uses.

Overall, the combined program data indicates that programs with broad appeal, flexible participation options, or strong regional demand performed well, even under increased fee structures. In contrast, programs serving younger children, families, seniors, or highly price-sensitive users were more affected, particularly where increased fees coincided with limited alternatives or reduced perceived value.

### Park and Facility Rentals

FY2025 park and facility rental data reflects a mixed but informative set of outcomes following the implementation of updated rental rates. Overall, park and facility rental revenue increased by



# CITY of ESCONDIDO

## STAFF REPORT

approximately 7.7 percent (\$41,751), indicating improved cost recovery and stronger performance in several key rental categories. At the same time, utilization patterns varied significantly by facility type, revealing areas where pricing or market conditions may be limiting access or demand.

Several rental assets performed strongly under the revised fee structure. Athletic field rentals increased by 171 percent (\$20,150), driven by sustained demand from organized sports groups. Picnic area rentals increased by 13 percent (\$6,873). The Sports Center hockey rinks experienced a 68 percent increase (\$22,471) in revenue, reflecting continued regional demand for specialized facilities and strong utilization during peak hours.

Other facilities demonstrated more complex outcomes. At the Sports Center soccer arena, overall rental revenue declined; however, this decrease was accompanied by expanded access and increased availability for a broader range of users. While this adjustment resulted in lower short-term revenue, it improved scheduling flexibility and community access, positioning the facility for potential long-term growth.

Conversely, several facilities experienced declines in both revenue and usage that warrant further evaluation. The Park Avenue Community Center saw an 11 percent decrease (\$3,086) in revenue, a 33 percent (-313) reduction in rental hours, and a 66 percent decrease in the number of renters. Feedback indicates that sharp rate increases disproportionately affected small, recurring community groups, particularly senior-focused organizations, resulting in nonrenewed use.

City pool rentals declined by approximately 10 percent (\$8,062), reflecting decreased competition for pool time with City programming and staffing constraints. Tennis court rentals experienced a 45 percent (-943) reduction in hourly usage, suggesting pricing sensitivity. Use of the Kit Carson Park Amphitheater remained limited, with most activity attributed to a single seasonal renter, highlighting ongoing challenges in attracting diverse users to performance-based facilities.

Taken together, these outcomes suggest that facility type, user base, and duration of use significantly influence price sensitivity. Facilities serving competitive or organized users performed well under a cost-recovery model, while facilities relied upon by smaller, recurring community groups demonstrated greater sensitivity to rate increases. These findings reinforce the need for a differentiated rental pricing strategy that maintains cost recovery goals while preserving access to community-serving facilities.

### Future Considerations

Based on revenue performance, participation trends, and community feedback following implementation of the 2024 fee update, staff recommends the following four core focus areas to guide operational decisions. Collectively, these recommendations are intended to balance fiscal sustainability with affordability, access, and responsiveness to community behavior.



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1. Learn-to-Swim Pricing:  
A targeted fee adjustment for Learn-to-Swim programming that reduces fees to market median to encourage participation for this vital life safety skill.
2. Price Sensitive Programming:  
Allow staff to review market pricing and reduce fees if a fee increase causes participation or usage to drop by more than 25 percent.
3. Senior Center Discount Pricing:  
Offer a 50 percent discount at the Park Avenue Community Center for groups where all members are age 60 or older to encourage use during designated times.
4. Consumer Price Index (“CPI”) Considerations:  
CPI adjustments for rental facilities in Fiscal Year 2028. An additional year of data and evaluation may be required prior to implementation.

### Summary

The FY2025 data demonstrates that user fee adjustments succeeded in improving cost recovery and revenue stability; however, participation and utilization outcomes varied significantly. The results underscore the importance of a flexible, data-informed pricing framework that balances fiscal responsibility with equitable access and community benefit.

### **ATTACHMENTS**

- a. Attachment “1”—2024 CSD Fee Schedule
- b. Attachment “2”—Revenue and Participation Data

## City of Escondido

## Community Services Department - PROGRAM USER FEES

Activity Description	Fees	Charge Basis	Note
<b><u>Processing/Service/Administrative Fees</u></b>			
1 Processing Fee	2.85% - 3.25%	transaction	
2 Administrative Fee (activities, teams, park/facility rentals)	\$1 - \$5	transaction	
3 Youth Sports League Administrative Fee	\$5	per player per season	
4 Late pick-up Fee (youth programs)	\$1	minute	
5 Late Fee	\$25	instance	
<b><u>Recreation Programs/Activities</u></b>			
6 Team Registration	\$200 - \$1,500	team/season	
7 Drop-in Activities (except skatepark)	\$5	session	
8 Drop-in Activities multipass (except skatepark)	\$20 - \$100	pass	
9 Mobile Recreation	\$50 - \$100	hour	
10 Recreation Programs (city staff instructed)	\$5 - \$300	program/class/session	
11 Recreation Special Events (city staff managed)	\$5 - \$25	event	
12 Contract Recreation Classes	\$10 - \$350	class/course	[a]
13 Skate Park Discount Card	\$25 - \$50	card	
14 Skatepark Drop-in (w/o discount card)	\$10	session	
15 Skatepark Drop-in (w/discount card)	\$5	session	
16 Skatepark Unlimited Annual Pass	\$200 - \$350	pass	
17 Aquatic Training Programs (e.g. lifeguard, WSI)	\$200 - \$400	course	
18 Learn-to-Swim Program	\$45 - \$125	session	
19 Aquatic Programs	\$5 - \$125	activity	
20 Queen Califia's Magical Circle Garden Group Tour	\$5	person	
<b><u>Advertising</u></b>			
21 Recreation Guide Printed Ad - Outside Full Back Cover	\$2,000	placement	[b]
22 Recreation Guide Printed Ad - Inside Full Front Cover	\$1,850	placement	[b]
23 Recreation Guide Printed Ad - Inside Full Back Cover	\$1,850	placement	[b]
24 Recreation Guide Printed Ad - Inside Half Front Cover	\$1,125	placement	[b]
25 Recreation Guide Printed Ad - Inside Half Back Cover	\$1,125	placement	[b]
26 Recreation Guide Printed Ad - Interior Full page	\$1,500	placement	[b]
27 Recreation Guide Printed Ad - Interior Half page	\$875	placement	[b]
28 Recreation Guide Printed Ad - Interior 1/4 page	\$525	placement	[b]
29 Recreation Guide Digital Ad - Inside Full Front Cover	\$1,000	placement	[b]
30 Recreation Guide Digital Ad - Inside Half Front Cover	\$665	placement	[b]
31 Recreation Guide Digital Ad - Interior Full page	\$750	placement	[b]
32 Recreation Guide Digital Ad - Inside Half page	\$550	placement	[b]
33 Facility Advertising (banners, signs, stickers)	\$300 - \$5,000	item	
<b><u>Permits</u></b>			
34 Film/Photography Permit Fee (student films exempt)	\$100	application	
35 Special Event Permit Fee (Class B)	\$100	application	
36 Special Event Permit Fee (Class C & D)	\$200	application	
37 Special Event Permit Fee (Class E)	\$400	application	
38 Special Equipment/Inflatable/Commercial Catering	\$25	application	
39 Banner Permits	\$1,000	application	
40 Model Rocket Launch Permit	\$25	application	
<b><u>Merchandise</u></b>			
41 Queen Califia's Magical Circle Garden Merchandise	\$5 - \$50	Item	
42 Merchandise	\$1 - \$20	each	

**Notes**

[a] Contract recreation classes will have a 60/40 split with the City retaining 40% of the revenue. For classes in parks or at the contractor's facility the division will be 70/30, with the City retaining 30% of the revenue.

[b] No savings for multiple add placements.

## City of Escondido

### Community Services Department - RENTAL FEES

#### User Classifications

**Class A (FREE)** : City of Escondido

**Class B (30% discount)** : Escondido-based nonprofit organizations with proof of 501(c)(3) status whose membership is comprised of at least 75% Escondido residents; government agencies; and schools (kindergarten through college).

**Class C (20% discount)** : Non-Escondido-based nonprofit organizations or any not-for-profit organization that may have a 501(c)4-11 designation or political organization subject to Section 527 of IRS rules (political party, committee, association, fund, or organization) not conducting fundraising or campaign activities.

**Class D (10% discount)** : Private parties of Escondido residents that have a valid Escondido address within zip codes 92025, 92026, 92027, or 92029.

**Class E (full cost)** : Commerical groups, businesses, users affiliated with commerical industries, non-Escondido residents, or elected officials conducting political campaign activities or fundraising events.

**Proof of Status** : In order to meet the classification requirement, proof of status will be requested. This may include one or more, but not limited to an Exemption Determination Letter from the IRS, a list of full organizational membership (to achieve 75% residency), Escondido business license, utility bill, rental/lease agreement with an Escondido address, or other proof that may fulfill the requirement. Branch offices within the city limits shall qualify as Escondido-based residency. Inability to provide proof of status will result in Class E categorization.

Activity Description	Class E Fee	Class D Fee (-10%)	Class C Fee (-20%)	Class B (-30%)	Charge Basis	Note
<b>City Hall Meeting Rooms</b>						
43 Mitchell Room (w/kitchen & patio)	\$125.00	\$113.00	\$100.00	\$88.00	hour (2 min)	
44 City Hall Dome Area	\$100.00	\$90.00	\$80.00	\$70.00	hour (2 min)	
45 City Hall Fountain	\$90.00	\$81.00	\$72.00	\$63.00	hour (2 min)	
46 City Hall Training Room 1	\$67.00	\$60.00	\$54.00	\$47.00	hour (2 min)	
<b>Community Centers</b>						
47 Mathes Center Meeting Room	\$70.00	\$63.00	\$56.00	\$49.00	hour	
48 Mathes Center Dance/Exercise Room	\$143.00	\$129.00	\$114.00	\$100.00	hour	
49 Washington Park Recreation Building	\$100.00	\$90.00	\$80.00	\$70.00	hour	
50 EVCC Citrus Room	\$67.00	\$60.00	\$54.00	\$47.00	hour	
51 EVCC Grove Room	\$65.00	\$59.00	\$52.00	\$46.00	hour	
52 EVCC Vineyard Room (w/kitchen)	\$136.00	\$122.00	\$109.00	\$95.00	hour	
53 EVCC Dance/Exercise Room	\$143.00	\$129.00	\$114.00	\$100.00	hour	
54 EVCC Gymnasium - Full	\$200.00	\$180.00	\$160.00	\$140.00	hour	
55 EVCC Gymnasium - Half	\$100.00	\$90.00	\$80.00	\$70.00	hour	
56 EVCC Children's Room (w/play area)	\$86.00	\$77.00	\$69.00	\$60.00	hour	
57 PACC Sycamore Room	\$84.00	\$76.00	\$67.00	\$59.00	hour	
58 PACC Maple Room	\$65.00	\$59.00	\$52.00	\$46.00	hour	
59 PACC Cedar Room	\$65.00	\$59.00	\$52.00	\$46.00	hour	
60 PACC Auditorium (w/kitchen)	\$200.00	\$180.00	\$160.00	\$140.00	hour	
61 PACC Oak Room	\$98.00	\$88.00	\$78.00	\$69.00	hour	
62 PACC West Courtyard Gazebo	\$75.00	\$68.00	\$60.00	\$53.00	hour	
63 PACC East Courtyard	\$128.00	\$115.00	\$102.00	\$90.00	hour	
64 PACC Sequioa Room	\$65.00	\$59.00	\$52.00	\$46.00	hour	

# City of Escondido

## Community Services Department - RENTAL FEES

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**Class D (10% discount)** : Private parties of Escondido residents that have a valid Escondido address within zip codes 92025, 92026, 92027, or 92029.

**Class E (full cost)** : Commercial groups, businesses, users affiliated with commercial industries, non-Escondido residents, or elected officials conducting political campaign activities or fundraising events.

**Proof of Status** : In order to meet the classification requirement, proof of status will be requested. This may include one or more, but not limited to an Exemption Determination Letter from the IRS, a list of full organizational membership (to achieve 75% residency), Escondido business license, utility bill, rental/lease agreement with an Escondido address, or other proof that may fulfill the requirement. Branch offices within the city limits shall qualify as Escondido-based residency. Inability to provide proof of status will result in Class E categorization.

Activity Description	Class E Fee	Class D Fee (-10%)	Class C Fee (-20%)	Class B (-30%)	Charge Basis	Note
<b>Picnic Areas</b>						
65 Jesmond Dene Pepper Tree (12-50 people)	\$207.00	\$186.00	\$166.00	\$145.00	Reservation	[c]
66 Jesmond Dene Pine Tree (12-50 people)	\$207.00	\$186.00	\$166.00	\$145.00	Reservation	[c]
67 KCP El Arroyo 1 (12-200 people) - Mini-Gazebo	\$230.00	\$207.00	\$184.00	\$161.00	Reservation	
68 KCP El Arroyo 2 (12-200 people) - Gazebo	\$230.00	\$207.00	\$184.00	\$161.00	Reservation	
69 KCP El Arroyo 1 & 2 (201-600 people)	\$345.00	\$311.00	\$276.00	\$241.00	Reservation	
70 KCP Tree Lake 1 (12-80 people) - Gazebo	\$230.00	\$207.00	\$184.00	\$161.00	Reservation	
71 KCP Tree Lake 2 (12-50 people)	\$207.00	\$186.00	\$166.00	\$145.00	Reservation	
72 KCP Tree Lake 3 (12-50 people)	\$207.00	\$186.00	\$166.00	\$145.00	Reservation	
73 KCP Ray Love (12-50 people)	\$207.00	\$186.00	\$166.00	\$145.00	Reservation	
74 KCP North Picnic Area (12-50 people)	\$207.00	\$186.00	\$166.00	\$145.00	Reservation	
75 KCP Adobe Circle (25 people)	\$115.00	\$104.00	\$92.00	\$81.00	Reservation	
76 Grove Park Gazebo (20 people)	\$115.00	\$104.00	\$92.00	\$81.00	Reservation	
<b>Specialized Park Facilities</b>						
77 Group Fitness Activity Fee	\$35.00	\$32.00	\$28.00	\$25.00	hour	
78 Tennis Court Fee (KCP, MVP, WP)	\$35.00	\$32.00	\$28.00	\$25.00	per court per hour	[d]
79 Pool Rental (JSP, WPP - include 2 lifeguards)	\$200.00	\$180.00	\$160.00	\$140.00	hour (2 min)	
80 Queen Califia's Magical Circle Garden	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	reservation (2 max)	[e]
81 Mayflower Dog Park Group Pen Fee	\$30.00	\$27.00	\$24.00	\$21.00	hour/pen	
<b>Kit Carson Park Amphitheatre</b>						
82 KCP Amphitheatre	\$250.00	\$225.00	\$200.00	\$175.00	hour	
83 KCP Amphitheatre Parking lot (only)	\$150.00	\$135.00	\$120.00	\$105.00	reservation	
<b>Escondido Sports Center</b>						
84 Soccer/Hockey Arena	\$115.00	\$104.00	\$92.00	\$81.00	hour	
85 Mini-Soccer Arena	\$75.00	\$68.00	\$60.00	\$53.00	hour	
86 Skate Park	\$160.00	\$144.00	\$128.00	\$112.00	hour	

# City of Escondido

## Community Services Department - RENTAL FEES

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**Class B (30% discount)** : Escondido-based nonprofit organizations with proof of 501(c)(3) status whose membership is comprised of at least 75% Escondido residents; government agencies; and schools (kindergarten through college).

**Class C (20% discount)** : Non-Escondido-based nonprofit organizations or any not-for-profit organization that may have a 501(c)4-11 designation or political organization subject to Section 527 of IRS rules (political party, committee, association, fund, or organization) not conducting fundraising or campaign activities.

**Class D (10% discount)** : Private parties of Escondido residents that have a valid Escondido address within zip codes 92025, 92026, 92027, or 92029.

**Class E (full cost)** : Commerical groups, businesses, users affiliated with commerical industries, non-Escondido residents, or elected officials conducting political campaign activities or fundraising events.

Proof of Status : In order to meet the classification requirement, proof of status will be requested. This may include one or more, but not limited to an Exemption Determination Letter from the IRS, a list of full organizational membership (to achieve 75% residency), Escondido business license, utility bill, rental/lease agreement with an Escondido address, or other proof that may fulfill the requirement. Branch offices within the city limits shall qualify as Escondido-based residency. Inability to provide proof of status will result in Class E categorization.

Activity Description	Class E Fee	Class D Fee (-10%)	Class C Fee (-20%)	Class B (-30%)	Charge Basis	Note
<b>Sports Fields/Tournaments</b>						
87 Field Usage	\$35.00	\$32.00	\$28.00	\$25.00	hour	
88 Ryan Park Tournament Field Use	\$275.00	\$248.00	\$220.00	\$193.00	day	
<b>Notes</b>						

[c] Added as a future rental space.

[d] Includes pickleball, needs to entire court if dual striped.

[e] No discounts offered, flat rate.

## City of Escondido

## Community Services Department - ADD-ON RENTAL FEES

Activity Description	Fees	Charge Basis	Note
<b>Facility Rental Add-on</b>			[f]
89 Facility Cleaning/Damage Deposit	\$250	reservation	
90 City Hall Staffing Fee (non-operational hours)	\$75	hour	[g]
91 CSD Staffing Fee (non-operational hours)	\$50	hour	[g]
92 Additional Pool Lifeguard	\$25	per guard per hour	
93 Light Fees - Field/Sports Rentals	\$24	per field per hour	
94 Baseball/Softball Tournament Field Deposit	\$60	field	
95 Baseball/Softball Tournament Field Preparation	\$25	field	
96 Baseball/Softball Tournament Maintenance Staffing Fee	cost recovery	hour	[h]
97 Ryan Park Tournament Maintenance Staffing Fee	cost recovery	hour	[h]
98 Ryan Park Tournament field deposit	\$100	field	

**Notes**

[f] These fees are not subject to classification discounts.

[g] Inclusive of holiday hours.

[h] Costs to be provided by PW following each event.

Attachment "2"

Item9.

		FY2025	FY2025	FY2024	FY2024	\$ Revenue	% Revenue	# Participant	% Participant	FY2023	FY2023	FY2022
<b>Programs and Activities</b>		<b>Revenue</b>	<b>Participants</b>	<b>Revenue</b>	<b>Participants</b>	<b>Change 24/25</b>	<b>Change 24/25</b>	<b>Change 24/25</b>	<b>Change 24/25</b>	<b>Revenue</b>	<b>Participants</b>	<b>Revenue</b>
<b>Description</b>												
Adult Softball	Adult Softball Program (teams)	97,685	224	88,436	224	9,249	10%	-	0%	81,973	217	74,934
Hockey - Sports Center	Adult Hockey Program (teams)	196,122	174	163,608	169	32,514	20%	5	3%	137,394	96	82,500
Hockey CIF	High School Hockey Program (teams)	-	-	8,500	6	(8,500)	-100%	(6)	-100%	11,625	6	8,125
Kit Carson Skate Park	open skate sessions	11,565	266	27,295	945	(15,730)	-58%	(679)	-72%	36,154	1,962	68,850
Lap Swim	morning lap swim	9,041	2,591	11,210	1,801	(2,169)	-19%	790	44%	8,367	338	9,550
Learn to Swim Program	swim lessons	92,277	7,162	73,618	8,134	18,659	25%	(972)	-12%	42,066	1,127	83,689
Open Gym	EVCC gym drop-in play	30,375	6,053	28,436	5,710	1,939	7%	343	6%	25,659	3,120	21,230
Open Swim	pool open swim	6,808	1,440	4,683	948	2,125	45%	492	52%	4,327	134	6,715
Recreation Classes	recreation classes/activities	489,677	9,056	479,377	9,705	10,300	2%	(649)	-7%	347,111	7,500	284,570
Soccer - Sports Center	Youth Soccer Program	113,415	1,036	94,493	1,147	18,923	20%	(111)	-10%	115,489	1,309	91,519
Summer Day Camp Programs	Summer/Mini Camps	98,772	456	105,282	474	(6,510)	-6%	(18)	-4%	100,429	599	62,818
Tiny Tots	preschool program	134	-	56,340	106	(56,206)	-100%	(106)	-100%	97,359	290	80,646
Youth Sports	PAL Basketball Program	21,810	326	21,554	395	257	1%	(69)	-17%	26,504	416	27,472
		<b>1,167,680</b>	<b>28,784</b>	<b>1,162,830</b>	<b>29,764</b>	<b>4,850</b>	<b>0.4%</b>	<b>(980)</b>	<b>-3%</b>	<b>1,034,458</b>	<b>17,114</b>	<b>902,618</b>

		FY2025	FY2025	FY2024	FY2024	\$ Revenue	% Revenue	# Rental Hrs	% Rental Hrs	FY2023	FY2023	FY2022
<b>Park and Facility Rentals</b>		<b>Revenue</b>	<b>Rental Hrs</b>	<b>Revenue</b>	<b>Rental Hrs</b>	<b>Change 24/25</b>	<b>Change 24/25</b>	<b>Change 24/25</b>	<b>Change 24/25</b>	<b>Revenue</b>	<b>Rental Hrs</b>	<b>Revenue</b>
<b>Description</b>												
Amphitheater Use	KCP Amphitheater rental	400	-	1,460	4	(1,060)	-73%	(4)	-100%	3,706	45	3,005
Building Rentals	Cit Hall rentals	5,236	10	3,453	15	1,783	52%	(5)	-33%	8,341	104	8,253
EVCC Rentals	EVCC room rentals	106,185	2,160	96,475	2,458	9,709	10%	(298)	-12%	128,801	3,748	115,881
Senior Center Rentals	PACC room rentals	23,884	628	26,969	940	(3,086)	-11%	(313)	-33%	45,109	977	16,467
Field Rentals	Athletic field space	31,952	1,190	11,802	1,222	20,150	171%	(32)	-3%	12,616	1,069	16,896
Hockey Arena Rentals	ESC hockey rinks	55,583	829	33,112	841	22,471	68%	(12)	-1%	32,775	839	34,314
Park/Picnic Rentals	picnic areas	60,471	309	53,598	386	6,873	13%	(77)	-20%	55,874	331	43,795
Tennis Court Fees	Ray Love Tennis Center	16,496	1,135	9,299	2,078	7,197	77%	(943)	-45%	10,304	1,815	5,859
Soccer Arena Rentals	ESC soccer arenas	96,313	2,584	130,624	2,473	(34,311)	-26%	111	4%	136,573	2,843	94,680
Soccer Tournaments	Ryan Park (tournaments)	58,869	13	38,410	9	20,459	53%	4	44%	18,445	7	21,895
Softball Tournaments	KCP softball fields (tournaments)	54,855	16	55,228	16	(374)	-1%	-	0%	36,789	11	56,404
Swimming Pool Rentals	Washington Park and James Stone Pools	71,178	511	79,240	649	(8,062)	-10%	(138)	-21%	119,904	821	233,483
		<b>581,419</b>	<b>9,385</b>	<b>539,669</b>	<b>11,092</b>	<b>41,751</b>	<b>7.7%</b>	<b>(1,707)</b>	<b>-15%</b>	<b>609,237</b>	<b>12,610</b>	<b>650,932</b>

		FY2025	FY2025	FY2024	FY2024	\$ Revenue	% Revenue	# Permit	% Permit	FY2023	FY2023	FY2022
<b>Permit Fees</b>		<b>Revenue</b>	<b>Permits</b>	<b>Revenue</b>	<b>Permits</b>	<b>Change 24/25</b>	<b>Change 24/25</b>	<b>Change 24/25</b>	<b>Change 24/25</b>	<b>Revenue</b>	<b>Permits</b>	<b>Revenue</b>
<b>Description</b>												
Special Events/Film	film/special event permits	8,200	55	5,422	47	2,779	51%	8	17%	6,467	55	5,695
Special Event Reimbursement Fees	police, public works fee reimbursement	36,017	-	27,490	-	8,527	31%	-	N/A	23,699	-	24,864
		<b>44,217</b>	<b>55</b>	<b>32,912</b>	<b>47</b>	<b>11,306</b>	<b>34.4%</b>	<b>8</b>	<b>17%</b>	<b>30,166</b>	<b>55</b>	<b>30,559</b>

		FY2025	FY2025	FY2024	FY2024	\$ Revenue	% Revenue	FY25 v FY23	FY25 v FY23	FY2023	FY25 v FY22	FY2022
<b>Administrative Fees</b>		<b>Revenue</b>	<b>Permits</b>	<b>Revenue</b>	<b>Permits</b>	<b>Change 24/25</b>	<b>Change 24/25</b>	<b>\$ Diff</b>	<b>% Diff</b>	<b>Revenue</b>	<b>% Diff</b>	<b>Revenue</b>
<b>Description</b>												
Processing Fees	fees to cover direct costs	47,801	N/A	46,140	N/A	1,661	4%	7,901	20%	39,900	27%	37,679
Ballfield Light Fees	fees to ballfield lighting	61,338	N/A	27,099	N/A	34,239	126%	26,324	75%	35,013	165%	23,131
Youth League Admin Fees	admin player fee per registration	18,150	N/A	21,360	N/A	(3,210)	-15%	(3,885)	-18%	22,035	-9%	19,975
		<b>127,289</b>	<b>-</b>	<b>94,599</b>	<b>-</b>	<b>32,690</b>	<b>34.6%</b>	<b>8</b>	<b>17%</b>	<b>96,948</b>	<b>58%</b>	<b>80,786</b>

		FY2025	FY2025	FY2024	FY2024	\$ Revenue	% Revenue	# Ads	% Ads	FY2023	FY2023	FY2022
<b>Donations/Advertising</b>		<b>Revenue</b>	<b>Ads Sold</b>	<b>Revenue</b>	<b>Ads Sold</b>	<b>Change 24/25</b>	<b>Change 24/25</b>	<b>Change 24/25</b>	<b>Change 24/25</b>	<b>Revenue</b>	<b>Ads Sold</b>	<b>Revenue</b>
<b>Description</b>												
Recreation Guide Advertising	Advertisements in Rec Guide	-	-	-	-	-	0%	-	0%	-	1	875
Senior Meal Payments	senior meal donations	9,894	N/A	9,856	N/A	38	0%	N/A	N/A	9,449	N/A	11,940
Senior Van Fee	senior transportation donations	405	N/A	258	N/A	147	57%	N/A	N/A	204	N/A	181
Advertising/Sponsorships	sponsorship/concessions	5,800	N/A	12,600	N/A	(6,800)	-54%	N/A	N/A	12,600	N/A	12,600
		<b>16,099</b>	<b>-</b>	<b>22,714</b>	<b>-</b>	<b>(6,615)</b>	<b>-29.1%</b>	<b>-</b>	<b>0%</b>	<b>22,253</b>	<b>-</b>	<b>25,596</b>

		FY2025	FY2024	FY25 v FY24	FY25 v FY24	FY25 v FY23	FY25 v FY23	FY25 v FY22
<b>Fiscal Year Totals</b>		<b>Revenue</b>	<b>Revenue</b>	<b>\$ Diff</b>	<b>% Diff</b>	<b>\$ Diff</b>	<b>% Diff</b>	<b>Revenue</b>
<b>Description</b>								
Total Revenue (excluding contract agreements)		<b>1,936,704</b>	<b>1,852,723</b>	<b>72,675</b>	<b>3.9%</b>	<b>143,643</b>	<b>8%</b>	<b>1,793,061</b>
								<b>15%</b>
								<b>1,690,490</b>

		FY2025	FY2024	FY25 v FY24	FY25 v FY24	FY25 v FY23	FY25 v FY23	FY25 v FY22
<b>Contract Agreement</b>		<b>Revenue</b>	<b>Revenue</b>	<b>\$</b>	<b>%</b>	<b>\$</b>	<b>%</b>	<b>Revenue</b>
<b>Description</b>								
On Track	Before/After School Program	1,000,012	1,161,255	(161,243)	-14%	1,161,645	1,161,645	81,332
		<b>1,000,012</b>	<b>1,161,255</b>	<b>(161,243)</b>	<b>-13.9%</b>	<b>1,161,645</b>	<b>1,161,645</b>	<b>81,332</b>

Attachment "2"

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		FY2022	FY2021	FY2021	FY2020	
<b>Programs and Activities</b>	<b>Description</b>	<b>Participants</b>	<b>Revenue</b>	<b>Participants</b>	<b>Revenue</b>	<b>Notes/Trends</b>
Adult Softball	Adult Softball Program (teams)	206	26,074	125	43,700	
Hockey - Sports Center	Adult Hockey Program (teams)	76	28,263	24	39,799	
Hockey CIF	High School Hockey Program (teams)	7	-	-	14,125	program ended 2024
Kit Carson Skate Park	open skate sessions	2,688	77,558	1,957	47,499	closed September 2025
Lap Swim	morning lap swim	449	2,641	127	-	
Learn to Swim Program	swim lessons	1,653	65,043	1,423	16,987	
Open Gym	EVCC gym drop-in play	3,100	3,438	435	15,052	
Open Swim	pool open swim	132	6,534	74	2,222	
Recreation Classes	recreation classes/activities	6,450	131,655	2,438	130,206	fee set by contract instructor
Soccer - Sports Center	Youth Soccer Program	1,309	37,578	494	46,254	
Summer Day Camp Programs	Summer/Mini Camps	436	440	-	41,971	FY24 9-weeks vs FY25 8-weeks
Tiny Tots	preschool program	260	41,155	200	86,891	program ended FY2024
Youth Sports	PAL Basketball Program	542	50	-	13,211	partnership with EPD
		<b>17,308</b>	<b>420,430</b>	<b>7,297</b>	<b>497,918</b>	
<b>Park and Facility Rentals</b>	<b>Description</b>	<b>FY2022 Rental Hrs</b>	<b>FY2021 Revenue</b>	<b>FY2021 Rental Hrs</b>	<b>FY2020 Revenue</b>	<b>Notes/Trends</b>
Amphitheater Use	KCP Amphitheater rental	39	383	11	992	Patio Playhouse lease May-Oct
Building Rentals	Cit Hall rentals	63	(1,563)	-	9,408	
EVCC Rentals	EVCC room rentals	2,931	25,864	443	58,851	
Senior Center Rentals	PACC room rentals	438	128	7	33,513	
Field Rentals	Athletic field space	1,455	18,874	602	7,371	
Hockey Arena Rentals	ESC hockey rinks	854	15,554	251	19,114	
Park/Picnic Rentals	picnic areas	310	13,686	74	23,522	
Tennis Court Fees	Ray Love Tennis Center	1,408	2,525	319	3,512	
Soccer Arena Rentals	ESC soccer arenas	2,692	47,292	674	49,998	
Soccer Tournaments	Ryan Park (tournaments)	9	17,980	5	18,175	
Softball Tournaments	KCP softball fields (tournaments)	17	13,519	8	33,922	
Swimming Pool Rentals	Washington Park and James Stone Pools	879	210,195	643	104,929	
		<b>11,095</b>	<b>364,435</b>	<b>3,036</b>	<b>363,305</b>	
<b>Permit Fees</b>	<b>Description</b>	<b>FY2022 Permits</b>	<b>FY2021 Revenue</b>	<b>FY2021 Permits</b>	<b>FY2020 Revenue</b>	<b>Notes/Trends</b>
Special Events/Film	film/special event permits	58	5,500	36	6,000	
Special Event Reimbursement Fees	police, public works fee reimbursement	-	-	-	-	not included in official CSD revenue
		<b>58</b>	<b>5,500</b>	<b>36</b>	<b>6,000</b>	
<b>Administrative Fees</b>	<b>Description</b>	<b>FY25 v FY21 % Diff</b>	<b>FY2021 Revenue</b>	<b>FY25 v FY20 % Diff</b>	<b>FY2020 Revenue</b>	<b>Notes/Trends</b>
Processing Fees	fees to cover direct costs	227%	14,605	361%	10,361	
Ballfield Light Fees	fees to ballfield lighting	180%	21,944	84%	33,406	
Youth League Admin Fees	admin player fee per registration	175%	6,610	1%	17,910	
		<b>195%</b>	<b>43,158</b>	<b>106%</b>	<b>61,677</b>	
<b>Donations/Advertising</b>	<b>Description</b>	<b>FY2022 Ads Sold</b>	<b>FY2021 Revenue</b>	<b>FY2021 Ads Sold</b>	<b>FY2020 Revenue</b>	<b>Notes/Trends</b>
Recreation Guide Advertising	Advertisements in Rec Guide	2	1,000	-	-	
Senior Meal Payments	senior meal donations	N/A	2,489	N/A	8,186	
Senior Van Fee	senior transportation donations	N/A	-	N/A	2,027	
Advertising/Sponsorships	sponsorship/concessions	N/A	6,539	N/A	9,112	
			<b>10,028</b>		<b>19,325</b>	
<b>Fiscal Year Totals</b>		<b>FY25 v FY21 % Diff</b>	<b>FY2021 Revenue</b>	<b>FY25 v FY20 % Diff</b>	<b>FY2020 Revenue</b>	<b>Notes/Trends</b>
Total Revenue (excluding contract agreements)		<b>130%</b>	<b>843,551</b>	<b>104%</b>	<b>948,225</b>	Excludes Contract Agreements
<b>Contract Agreement</b>	<b>Description</b>		<b>FY2021 Revenue</b>		<b>FY2020 Revenue</b>	<b>Notes/Trends</b>
On Track	Before/After School Program		7,277		147,727	Not part of user fee schedule
			<b>7,277</b>		<b>147,727</b>	



# STAFF REPORT

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May 20, 2026  
File Number 0680-20

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## **SUBJECT**

### **ADOPTION OF AMENDED FUND BALANCE AND RESERVE POLICY**

## **DEPARTMENT**

Finance

## **RECOMMENDATION**

Request the City Council adopt Resolution No. 2026-85 modifying the City of Escondido Fund Balance and Reserve Policy.

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

Presenter: Christina Holmes, Director of Finance

**ESSENTIAL SERVICE** – No

**COUNCIL PRIORITY** – Financial Stewardship

## **FISCAL ANALYSIS**

There is no fiscal impact.

## **PREVIOUS ACTION**

The fund balance policy was adopted by the City Council on May 25, 2011 by Resolution No. 2011-56 and subsequently amended by Resolution No. 2015-215. On February 14, 2018, the City Council adopted Resolution No. 2018-11 authorizing the establishment of a Section 115 Pension Trust Fund.

## **BACKGROUND**

In March 2009, the Governmental Accounting Standards Board (“GASB”) issued its Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions with the intent of improving financial reporting by providing fund balance categories that will be more easily understood. Part of the City’s implementation of this statement in FY2010/11 was the formal adoption of a fund balance policy. The policy explains the five components of fund balance and gives the City Council, as the City’s highest level of decision-making authority, the authority to commit fund balance for specific purposes. The policy sets restrictions for spending committed funds and requires that a method for replenishment of fund balance be established as funds are spent.



# CITY of ESCONDIDO

## STAFF REPORT

In FY2015/16 as part of the City Council Action Plan for Fiscal Management, the City Council approved Resolution No. 2015-215 to amend the Fund Balance policy to establish a General Fund target Reserve balance of 25% of General Fund operating revenues in order to maintain adequate levels of fund balance. This goal is based on a risk-based analysis as recommended by the Government Finance Officers Association (“GFOA”) to mitigate current and future risks, adequately provide for cash flow requirements, and to fund one-time unanticipated expenditure requirements.

On February 14, 2018, the City Council adopted Resolution No. 2018-11 authorizing the establishment of a Section 115 Pension Trust Fund. The Trust Fund was established to set aside and hold money to meet future pension liabilities. The source of funding for the City of Escondido’s Section 115 Trust is one-time resources from the General Fund.

The proposed changes to the Fund Balance and Reserve Policy (Exhibit “A” of Resolution No. 2026-85) include the following:

- Incorporates the Section 115 Pension Trust Fund as a reserve balance of the General Fund
- Establishes a commitment of fund balance for a Paramedic Services Capital Fund to fund the timely replacement of vehicles and equipment for paramedic services. Funding is provided by the revenue generated by the Public Provider Ground Emergency Transportation Inter-Governmental Transfer (PP-GEMT-IGT) program net of administrative expenses. The transfer of committed funds will be calculated annually at the close of each fiscal year.
- Establishes an operating reserve balance of no less than two months (16.67%) of annual operating expenditures for the Measure I Local District Tax Fund.

### RESOLUTIONS

- a. Resolution No. 2026-85
- b. Resolution No. 2026-85— Exhibit “A” – Fund Balance and Reserve Policy

## RESOLUTION NO. 2026-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
ESCONDIDO, CALIFORNIA, MODIFYING THE CITY OF  
ESCONDIDO FUND BALANCE AND RESERVE POLICY

WHEREAS, the Governmental Accounting Standards Board (“GASB”) has issued its Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions with the intent of improving financial reporting by providing fund balance categories that will be more easily understood; and

WHEREAS, the City previously adopted a Fund Balance Policy by Resolution No. 2011-146, the Fund Balance Policy; and

WHEREAS, the City Council desires to update and amend the policy to reflect current financial goals and conditions.

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

1. That the above recitations are true.
2. That the City Council hereby adopts the modified attached Fund Balance and Reserve Policy presented in Exhibit “A”.
3. All prior resolutions or policies in conflict with Exhibit “A” are hereby repealed.

**SUBJECT: FUND BALANCE AND RESERVE POLICY**

**PURPOSE:**

This Fund Balance Policy provides for the establishment and maintenance of fund balances; helps maintain the financial strength, stability, and bond rating of the City; positions the City to be better able to financially respond to emergencies, and unexpected needs; provides a method of accumulating funds for one-time needs; and meets the requirements of Governmental Accounting Standards Board ("GASB") Statement No. 54.

**Background**

Fund Balance is essentially the difference between the assets and liabilities reported in a governmental fund. The following applies to all governmental funds of the City. The City maintains five components of fund balance:

- Nonspendable fund balance: not in spendable form such as inventories, prepaids, long-term receivables or non-financial assets held for resale.
- Restricted fund balance: externally enforceable limitations on use such as debt covenants, grantors, contributors, or laws and regulations of other governments.
- Committed fund balance: constrained to specific purposes by a formal action of the City Council such as an ordinance or resolution.
- Assigned fund balance: limited to the Council's intent to be used for a specific purpose, but not restricted or committed such as economic stabilization or for continuing appropriations.
- Unassigned fund balance: residual balance not classified in any of the above categories. Unassigned amounts are available for any purposes with City Council approval.

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of nonspendable fund balance is inventory. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

**Policy**

**Committed Fund Balance**

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as an ordinance or resolution. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through the same type of formal action taken to establish the commitment, such as by ordinance or resolution. The City Council may, by the affirming vote of three members, change the amount of the commitments.

Reserves will be evaluated annually in conjunction with the development of the City's annual operating budget process. Staff will report to City Council annually on the status of the reserve levels relative to this policy. When Reserve Funds are used, the method for replenishing deficiencies, including the source of funding and time period for replenishment to occur, will be defined in the resolution.

The following will be classified as committed fund balance.

### **General Fund Reserve**

The General Fund is the main operating fund that pays for general services provided by the City, such as public safety, parks, community services, and development services. The General Fund accounts for all general revenues of the City and for expenditures related to the delivery of the City's general services.

The City Council has established a target Reserve balance of 25 percent of budgeted General Fund operating revenues. The target reserve balance was established using a Risk Based Analysis methodology recommended by the Government Finance Officers Association ("GFOA"), an international organization that promotes the professional management of governments for public interest.

The General Fund Reserve includes a Pension Rate Smoothing Fund. The Section 115 Pension Trust Fund was established by Resolution No. 2018-11 to set aside and hold money to meet future pension liabilities and has been funded with transfers of available funds from the General Fund.

The Reserve balances were established to maintain adequate levels of fund balance to mitigate current and future risks, provide economic relief during recessionary cycles and/or CalPERS rate increases that are significantly above anticipated projected employee rate increases, and to adequately provide for cash flow requirements and contingencies for unseen operating or capital needs of the City.

The Reserve balance is available to fund one-time unanticipated expenditure requirements, local disasters, or when actual revenue received is less than the amount budgeted resulting in an operating deficit in the General Fund.

### **Paramedic Services Capital Fund**

A Paramedic Services Capital Fund has been established to fund the timely replacement of vehicles and equipment for paramedic services. Funding is to be provided by the revenue generated by the Public Provider Ground Emergency Transportation Inter-Governmental Transfer (PP-GEMT-IGT) program net of administrative expenses. The transfer of committed funds will be calculated annually at the close of each fiscal year.

### **Measure I Local District Tax Fund**

The Measure I Local District Tax Fund was established to account for the revenues and expenses from the Measure I local transaction and use tax adopted by voters in November 2024. The Government Finance Officers Association recommends that general-purpose governments maintain operating reserves of no less than two months (16.67%) of annual operating expenditures. The City has established an Operating Reserve in the Measure I Local District Tax Fund to mitigate financial and service delivery risk due to unexpected revenue shortfalls or unanticipated critical expenditures. In addition, at the end of each fiscal year, if it is determined there is an operating surplus, it is the City Council direction to commit those funds for future capital and City Council initiatives. The Measure I Local District Tax Committed Funds can be utilized as a funding source with the affirming vote of three City Council members.

### **Assigned Fund Balance**

Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. This policy hereby delegates the authority to assign amounts to be used for specific purposes to the Director of Finance for the purpose of reporting these amounts in the annual financial statements. Examples of assigned fund balance include:

- Continuing Appropriations: Fund balance levels must be sufficient to meet funding requirements for projects and commitments approved in prior years and which must be carried forward into the new fiscal year.
- Debt Service: Established to provide for future debt service obligations

#### **Unassigned Fund Balance**

Unassigned fund balance is the residual positive net resources of the General Fund in excess of what can properly be classified in one of the other four categories. Since a surplus of unassigned fund balance does not represent a recurring source of revenue, it shall not be used to fund a recurring expense; however, the surplus may be appropriated for use to fund a one-time expenditure or use not already funded through an appropriation. If it is determined there is an operating surplus, the City Council may appropriate funds for the following non-recurring purposes:

- Surplus funds may be used to meet the minimum General Fund Operating Reserve requirement;
- Surplus funds may be transferred to the Section 115 Pension Trust Fund; and
- Surplus funds may be used to set aside funding for capital improvements and equipment purchases that are not financed with borrowings or other contributions.

#### **Fund Balance Classification**

The accounting policies of the City consider restricted fund balance to have been spent first when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance are available. Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts.



# STAFF REPORT

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May 20, 2026  
File Number 0430-30

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## SUBJECT

### **FISCAL YEAR 2026/27 OPERATING BUDGET BRIEFING**

## DEPARTMENT

Finance

## RECOMMENDATION

Request the City Council provide direction regarding the Fiscal Year 2026/27 Operating Budget.

Staff Recommendation: Provide Direction (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

**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** – Be Business Friendly; Build Trust and Accountability; Drive Community and Land Development; Financial Stewardship; Prioritize Public Safety; Restore Organizational Capacity; Measure Investments

## FISCAL ANALYSIS

The Preliminary FY2026/27 Annual Operating Budget document can be viewed on the City's website at: <https://www.escondido.gov/361/Current-Budget-Information>

## PREVIOUS ACTION

The preliminary FY2025/26 Operating Budget was presented to the City Council on May 22, 2025. The City Council approved the Operating Budget for FY2025/26 on June 18, 2025.

## BACKGROUND

The City's annual budget process begins around December each year with an update of the budgetary forecast and the General Fund Multi-Year Financial Plan. The financial forecast takes a look forward at the City's General Fund revenues and expenditures. The purpose of the forecast is to identify financial trends, shortfalls, and potential issues so the City can proactively address them. The forecast provides a



# CITY of ESCONDIDO

## STAFF REPORT

snapshot of what the future will look like, projecting the fiscal result of maintaining the City's current service levels and policies.

Operating revenue has not kept pace with the growing costs of providing City services, and as a result the General Fund long-term financial plan has projected annual deficits creating a structural budget deficit. To address this projected shortfall, the City has maintained a hardline on expenditures and staff are continuously seeking measures that ensure efficiency, while enhancing basic operations. In addition, the City has controlled costs by annually deferring maintenance and capital project costs. Since FY2023/24, the City has used more than \$8 million in reserves depleting Internal Service Fund balances and deferred major capital purchases to future years. In FY2024/25, 10 full-time vacant positions were eliminated and both the Library and California Center for the Arts were removed from the General Fund and were funded with American Rescue Plan Act Funds, a one-time source of funds that expire on December 31, 2026.

Revenue-generating opportunities have been explored and some fully implemented with the approval of the City Council. This includes the approval of a short-term rental program, joining the paramedic Ground Emergency Medical Transportation Program, and moving the User Fee schedule to full cost recovery effective September 2024.

Despite all of these measures, and the City's efforts to fund projects with grants and other sources of one-time funds, it has not been enough to meet growing costs and demand for services. However, the citizens of Escondido have given the city an opportunity to address the ongoing budget deficit and preserve programs and services with their approval of Measure I.

In the November 2024 election, a citizens group was successful in placing Measure I on the ballot which voters approved with 61.12% in favor. Measure I is a one-cent general sales tax that increases the sales tax rate in Escondido from 7.75% to 8.75% and has a 20-year sunset. While the Measure I Local District Tax generates revenue for general government use, the City Council recognized the importance of honoring the priorities communicated in the ballot language and approved by voters by adopting Resolution No. 2015-142 on October 22, 2025. The ballot language specifically identified six priority areas for the use of Measure I revenues:

- Providing public safety
- Addressing homelessness
- Improving streets, sidewalks, and infrastructure
- Increasing police, fire, and paramedic services
- Reducing traffic congestion
- Maintaining parks, trails, and open space



# CITY *of* ESCONDIDO

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Utilizing both Measure I Local District Tax and General Fund revenues, the FY2025/26 Operating Budget provided resources for those essential services identified in the ballot language in addition to City Council priorities by adding 30 new staff positions, restoring 6 staff positions, funded operational costs from Police, Fire, and Street Maintenance to ensure the continuity of those services, funded one-item investments of critical police and fire vehicles, and funded high priority open space and citywide deferred maintenance.

### **FY2026/27 PRELIMINARY OPERATING BUDGET**

During the preliminary operating budget workshop, staff will present the steps taken for FY2026/27 to address the General Fund budget deficit while preserving current programs and services. Staff will also present recommendations for continued investments from Measure I funds to address the essential city services identified in the Measure I ballot language.



# STAFF REPORT

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May 20, 2026  
File Number 0430-30

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## SUBJECT

### **FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND FISCAL YEAR 2026/27 CAPITAL IMPROVEMENT PROGRAM BUDGET BRIEFING**

## DEPARTMENT

Finance

## RECOMMENDATION

Request the City Council to review the proposed Fiscal Year 2026/27 Five-Year Capital Improvement Program and Budget and authorize staff to return with the Fiscal Year 2026/27 Capital Improvement Program and Budget for final adoption on June 17, 2026.

Staff Recommendation: Provide Direction (Finance: Christina Holmes, Director of Finance)

Presenter: Vinnie Bernabeo, City Manager's Office

**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** – Be Business Friendly; Build Trust and Accountability; Drive Community and Land Development; Financial Stewardship; Prioritize Public Safety; Restore Organizational Capacity; Measure I Investments

## FISCAL ANALYSIS

The Preliminary Five-Year Capital Improvement Program and Budget document can be viewed on the City's website: <https://escondido.gov/187/Capital-Improvement-Program>.

## PREVIOUS ACTION

The preliminary Five-Year CIP and FY2025/26 CIP Budget update was presented to the City Council on June 11, 2025. The City Council approved the Five-Year CIP and Budget for FY2025/26 on June 18, 2025.

## BACKGROUND

The Five-Year Capital Improvement Program ("CIP") is a five-year planning tool for major infrastructure, capital construction, improvements, maintenance projects, and other non-capital type projects to



# CITY of ESCONDIDO

## STAFF REPORT

accommodate restricted funding requirements. The CIP budget is adopted for a single year only, but the plan includes projected programming over a five-year period. The budget is updated and developed annually with a review of on-going projects, determination of available funding, and evaluation and prioritization of projects that respond to current needs and priorities of the City of Escondido.

Section 1 of the Preliminary CIP Budget lists the staff recommendations of projects to be funded in the FY2026/27 Five-Year Capital Improvement Program. A detailed description of each project and the funding source is provided, sorted by the type of project: Library, Parks and Recreation, Public Art, Public Safety, Public Works, Streets, Wastewater Utilities and Water Utilities.

A description of funding sources and projected available balances and uses are listed in Section 2 of the Preliminary CIP Budget. Nearly all capital projects in the city are paid for using funds which are restricted in some manner by the funding source:

- Gas Tax, Road Maintenance and Rehabilitation funds, and Transnet funding account for a majority of the city's street projects.
- Development Impact fees, including Park Development, Public Art, Public Facilities, Storm Drain, and Traffic Impact Fees, are collected for the purpose of mitigating the impact of the development on the community.
- Water and Wastewater Capital Projects are funded by customer fees.

### **FY2026/27 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND BUDGET**

During the preliminary capital improvement program budget workshop, staff will present the new funding requests recommended for the FY2026/27 Five-Year Capital Improvement Program and Budget.



# STAFF REPORT

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May 20, 2026  
File Number 0145-30

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## **SUBJECT**

**LETTER IN SUPPORT OF ASSEMBLY BILL 1857 – THE GROCERY STORES ACCESS ACT**

## **DEPARTMENT**

City Clerk's Office

## **RECOMMENDATION**

Request the City Council approve sending a letter to the California State Assembly in Support of AB 1857.

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

Presenter: Zack Beck, City Clerk

## **BACKGROUND**

At the May 6, 2026 City Council meeting, Councilmember Consuelo Martinez and Mayor Dane White requested that this item be placed on a future agenda for Council consideration.

Assembly Bill 1857 ("AB 1857"), the Grocery Store Access Act, was introduced by Assembly Majority Leader Cecilia Aguiar-Curry. AB 1857 addresses the use of restrictive covenants in connection with grocery store properties.

Restrictive covenants are use restrictions written into deeds, leases, and other land use agreements. In some cases, a grocery operator that closes or relocates leaves behind a covenant that prohibits the property from being used as a grocery store by any future occupant, in some cases for a period of fifteen to fifty years. As a result, a commercial site that is well suited to serve a neighborhood may remain vacant or underused for an extended period, even when another grocer is prepared to occupy it.

AB 1857 would prohibit grocery stores from using restrictive covenants that prevent a property from being used as a grocery store, and it would render existing covenants of this kind void and unenforceable. The bill is sponsored by the California Food and Farming Network and Economic Security California Action, and it is supported by a coalition of food banks and food access organizations across the state.

The availability of accessible, affordable, and healthy food is a matter of shared community interest. Statewide, nearly three million low-income residents live in areas that lack consistent access to a full-service grocery store. Where residents cannot reach a grocery store, they often rely on smaller outlets that carry fewer healthy options at higher prices, a pattern that is associated over time with higher rates of diet-related illness.



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## STAFF REPORT

Restrictive covenants that bar future grocery use can work against several established City interests. They reduce competition among food retailers, they discourage the productive reuse of vacant commercial property, and they limit the ability of neighborhoods to attract the services residents want. AB 1857 is narrow in scope. It does not direct a property owner toward any particular use of a parcel. It removes a specific contractual restriction that prevents willing grocers from serving willing customers.

A position of support is consistent with the City's interest in a strong local economy, the productive use of commercial property, and the wellbeing of Escondido residents and families. The matter is one on which support may be found across the political spectrum, as it advances both market competition and public health.

### **ATTACHMENT**

- a) Attachment "1" – City of Escondido Letter in Support of AB 1857



May 20, 2026

California State Assembly

State Capitol

Sacramento, California 95814

**RE: Assembly Bill 1857 (Aguiar-Curry), The Grocery Store Access Act. Notice of Support.**

Dear Honorable Members of the California State Legislature:

On behalf of the City Council of the City of Escondido, we write to express our strong support for Assembly Bill 1857, the Grocery Store Access Act. This measure addresses a practical and often overlooked barrier to food access, and it does so in a way that is fair, narrowly drawn, and respectful of a healthy and competitive marketplace.

Restrictive covenants are use restrictions written into deeds, leases, and other land use agreements. In some instances, a grocery operator that closes or relocates will leave behind a covenant that prohibits the property from being used as a grocery store by any future occupant, in some cases for a period of fifteen to fifty years. When this occurs, a storefront that is well suited to serve a neighborhood can sit vacant or underused for years, even when another grocer is ready and willing to move in. The result is reduced competition, diminished value for commercial property, and fewer choices for the families who live nearby.

The consequences of these restrictions fall most heavily on residents who already have the fewest options. Nearly three million low-income Californians live in food deserts, which are areas where residents lack consistent access to affordable and healthy food because no grocery store or supermarket is located nearby. When residents cannot reach a full-service grocery store, they often must rely on smaller outlets that carry fewer healthy items at higher prices. Over time, limited access to nutritious and affordable food is associated with higher rates of obesity, diabetes, heart disease, and premature death. These outcomes place real strain on families, on employers, and on local health systems.

Assembly Bill 1857 offers a measured and sensible remedy. The bill would prohibit grocery stores from using restrictive covenants that prevent a property from being used as a grocery store, and it would render existing covenants of this kind void and unenforceable. The bill is narrow in scope. It does not direct a property owner toward any particular use of a parcel. It simply removes an artificial restriction that keeps willing grocers from serving willing customers. In doing so, it strengthens competition, encourages the productive use of commercial property, and gives communities a fairer opportunity to attract the food retailers they need.

The City of Escondido is committed to the wellbeing of its residents and to a strong local economy in which commercial properties are put to good use and families can find affordable, healthy food close to home. Assembly Bill 1857 supports both of these priorities. It rests on sound economic principle, it



advances public health, and it restores to communities a measure of local opportunity that restrictive covenants have long withheld.

For these reasons, the Escondido City Council respectfully supports Assembly Bill 1857. We commend you for your leadership on this important issue, and we welcome the opportunity to assist as the bill moves through the legislative process.

Respectfully,

A handwritten signature in black ink, appearing to read "Dane M. White".

Dane White  
Mayor of Escondido

A handwritten signature in black ink, appearing to read "C. Martinez".

Consuelo Martinez  
City Council Member District 1

A handwritten signature in black ink, appearing to read "J. Garcia".

Joe Garcia  
City Council Member District 2

A handwritten signature in black ink, appearing to read "Christian Garcia".

Christian Garcia  
City Council Member District 3

A handwritten signature in black ink, appearing to read "Judy Fitzgerald".

Judy Fitzgerald  
City Council Member District 4



# STAFF REPORT

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May 20, 2026  
File Number 0120-15

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## **SUBJECT**

**APPOINTMENT OF AN AD-HOC SUBCOMMITTEE FOR THE CITY ATTORNEY REPLACEMENT PROCESS**

## **DEPARTMENT**

City Clerk's Office

## **RECOMMENDATION**

Request the City Council approve the creation of an Ad-Hoc Subcommittee for the City Attorney replacement process.

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

Presenter: Zack Beck, City Clerk

## **BACKGROUND**

On May 6, 2026, Mayor Dane White and Councilmember Judy Fitzgerald requested an item be placed on a future agenda to appoint an Ad-Hoc Subcommittee for the City Attorney Replacement Process.



# STAFF REPORT

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May 20, 2026  
File Number 0120-10

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## SUBJECT

### BOARD AND COMMISSION MAKE-UP INTERVIEWS

## DEPARTMENT

City Clerk's Office

## RECOMMENDATION

Request the City Council conduct make-up interviews of applicants to fill vacancies on the City's Boards and Commissions.

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

Presenter: Zack Beck, City Clerk

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

## BACKGROUND

Terms for certain members serving on the Public Art Commission and Transportation and Community Safety Commission are set to expire on May 31, 2026. The City Council conducted interviews on May 13, 2026 and this is an opportunity for candidates who were unable that meeting to be interviewed. Here is the interview format (5 minutes total per candidate):

- Introduction
- Questions 1. Relevant Experience: What experience do you have that qualifies you to serve on this Board/Commission, and how will it help you contribute effectively?
- Question 2. Knowledge of the Board/Commission: What do you know about the specific role and responsibilities of this Board/Commission, and how do you think it impacts the community?
- Question 3. Vision and Goals: What is your vision for Escondido, and how would you contribute to that vision through your role on this Board/Commission?
- Conclusion (optional)

KEY-

CONSENT CALENDAR CURRENT BUSINESS  
PUBLIC HEARING WORKSHOP PROCLAMATION

Item 16.



# CITY of ESCONDIDO

FUTURE AGENDA

5/27/2026 - NO MEETING (MEMORIAL DAY)