



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 03, 2025

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

5:00 PM - Regular Session

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR

Dane White

DEPUTY MAYOR

Consuelo Martinez (District 1)

COUNCILMEMBERS

Joe Garcia (District 2)

Christian Garcia (District 3)

Judy Fitzgerald (District 4)

CITY MANAGER

Sean McGlynn

CITY ATTORNEY

Michael McGuinness

CITY CLERK

Zack Beck

HOW TO WATCH

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

In Person



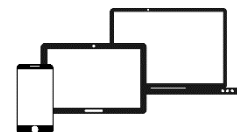
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov



CITY *of* ESCONDIDO

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WEDNESDAY, DECEMBER 03, 2025

HOW TO PARTICIPATE

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

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



escondido-ca.municodemeetings.com

ASSISTANCE PROVIDED

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





CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 03, 2025

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION

- I. **CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)**
 - a. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Teamsters' Bargaining Unit
 - b. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido Police Officers' Association, Non-Sworn Bargaining Unit
- II. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION PROCESS (Government Code § 54957(b)(1))**
 - a. Titles: City Manager and City Attorney

ADJOURNMENT



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WEDNESDAY, DECEMBER 03, 2025

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

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

2. APPROVAL OF WARRANT REGISTER

Request the City Council approve the City Council and Housing Successor Agency warrants issued between November 03, 2025 to November 16, 2025.

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



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WEDNESDAY, DECEMBER 03, 2025

3. APPROVAL OF MINUTES: Regular meeting of November 12, 2025

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. MICROSOFT LICENSING ENTERPRISE AGREEMENT

Request the City Council adopt Resolution No. 2025-154, authorizing the Mayor to execute, on behalf of the City of Escondido, a three-year agreement with CDW-G in the amount of \$1,831,931.57 to provide a Microsoft Enterprise Licensing Agreement with Software Assurance.

Staff Recommendation: Approval (Information Systems Department: Rob Van De Hey, Chief Information Officer)

Presenter: Rob Van De Hey, Chief Information Officer

a) Resolution No. 2025-154

6. LIBRARY INFRASTRUCTURE PROJECT FURNITURE PURCHASE

Request the City Council adopt Resolution No. 2025-147 authorizing the purchase of furniture for the Library Infrastructure Project.

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

Presenter: Robert Rhoades, Assistant Director of Community Services

a) Resolution No. 2025-147

7. LIBRARY INFRASTRUCTURE PROJECT BOOKSTACKS PURCHASE

Request the City Council adopt Resolution No. 2025-149 authorizing the purchase of bookstacks for the Library Infrastructure Project.

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

Presenter: Robert Rhoades, Assistant Director of Community Services

a) Resolution No. 2025-149



CITY of ESCONDIDO

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8. LIBRARY INFRASTRUCTURE PROJECT CHANGE ORDER

Request the City Council adopt Resolution No. 2025-150 authorizing the Mayor to execute a change order in the amount of \$815,000 for the Library Infrastructure Project.

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

Presenter: Robert Rhoades, Assistant Director of Community Services

a) Resolution No. 2025-150

9. SAN DIEGO SENIORS COMMUNITY FOUNDATION HOLIDAY GRANT

Request the City Council adopt Resolution No. 2025-157 authorizing the Assistant Director of Community Services to receive a \$4,475 grant from the San Diego Seniors Community Foundation for the *No Seniors Alone for the Holidays* Grant.

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

Presenter: Robert Rhoades, Assistant Director of Community Services

a) Resolution No. 2025-157

10. AWARD OF CONTRACT FOR CONSTRUCTION OF CLEAN CALIFORNIA ESCONDIDO GATEWAY PROJECT

Request the City Council adopt Resolution No. 2025-148 awarding a construction contract to SB General Engineering, Inc. and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$740,450.20 for construction of Clean California Escondido Gateway Project on Highway 78.

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

Presenter: Jason Christman, Engineering Manager

a) Resolution No. 2025-148



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WEDNESDAY, DECEMBER 03, 2025

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

Request the City Council adopt Resolution No. 2025-156, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main.

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

Presenter: Kyle Morgan, Interim Director of Utilities

a) Resolution No. 2025-156

12. AMENDMENT OF ESCONDIDO MUNICIPAL CODE CHAPTER 31 PERTAINING TO WATER CROSS-CONNECTION CONTROL REGULATIONS

Request the City Council adopt Ordinance No. 2025-08, approving amendments to Municipal Code Chapter 31, Article 4, Section 200-203, related to cross-connection control to ensure compliance with Assembly Bill 1671.

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

Presenter: Rico Jimenez, Water Distribution Manager

a) Ordinance No. 2025-08 (First Reading and Introduction)

13. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ESCONDIDO AND THE ESCONDIDO FIREFIGHTERS' ASSOCIATION – SAFETY AND NON-SAFETY PERSONNEL BARGAINING UNIT

Request the City Council adopt Resolution No. 2025-158, approving a three-year Memorandum of Understanding between the City of Escondido and the Escondido Firefighters' Association – Safety and Non-Safety Personnel Bargaining Unit, commencing January 1, 2026, through December 31, 2028.

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2025-158



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 03, 2025

PUBLIC HEARINGS

14. ADOPTION OF THE 2025 CALIFORNIA BUILDING STANDARDS - CALIFORNIA CODE OF REGULATIONS TITLE 24

Request the City Council adopt Ordinance Nos. 2025-09 and 2025-10, amending the City of Escondido Municipal Code to reflect the 2025 California Building, Residential, Plumbing, Electrical, Mechanical, Energy, Historical, Existing Building, Green Building Standards, Wildland-Urban Interface, Fire Codes, and proposed local amendments.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Development Services Director and John Tenger, Fire Chief)

Presenters: Bruce Cheney Assistant Building Official, La Vona Koretke Deputy Fire Marshal

a) Ordinance No. 2025-09 (First Reading and Introduction)

b) Ordinance No. 2025-10 (First Reading and Introduction)

FUTURE AGENDA

15. 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, DECEMBER 03, 2025

UPCOMING MEETING SCHEDULE

Wednesday, December 10, 2025 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*
Wednesday, December 17, 2025 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*

SUCCESSOR AGENCY

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



Consent Item No. 1

December 3, 2025

AFFIDAVITS

OF

ITEM

POSTING—

- Adoption of the 2025 California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Historical, and Fire Codes, Wildland-Urban Interface, Existing Building and Green Building Standards, and Local Amendments



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

NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing, in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, CA at **5 p.m. on Wednesday, December 3, 2025**, to consider the item below:

Adoption of the 2025 California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Historical, and Fire Codes, Wildland-Urban Interface, Existing Building and Green Building Standards, and Local Amendments

REQUEST: It is requested that Council introduce Ordinance 2025-09 and 2025-10, amending the City of Escondido Municipal Code to reflect the 2025 California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Historical, Existing Building, Green Building Standards and Fire and Wildland-Urban Interface Codes, and proposed local amendments.

PROPERTY SIZE AND LOCATION: Citywide

ENVIRONMENTAL STATUS: The proposal to adopt state codes with local amendments is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Section 15061 (b)(3). The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

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

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

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

For additional information, please contact Dougals Moody, Building Official, at 760-839-6369, or via email Douglas.Moody@escondido.org

DocuSigned by:

Zack Beck

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Zack Beck, City Clerk
City of Escondido

Dated: November 20, 2025

Published in THE ESCONDIDO TIMES ADVOCATE: 11/20/25



STAFF REPORT

December 03, 2025
File Number 0400-40

SUBJECT**APPROVAL OF WARRANT REGISTER****DEPARTMENT**

Finance

RECOMMENDATION

Approval for City Council and Housing Successor Agency warrants issued between November 03, 2025 to November 16, 2025.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

Dates	11/03/2025 to 11/16/2025
Total	\$10,225,209.34
Number of Warrants	3645

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.



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COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session
Mobilehome Rent Review Board

MOMENT OF REFLECTION

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FLAG SALUTE

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

CALL TO ORDER

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

PRESENTATION

Library Foundation Check Presentation

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

CONSENT CALENDAR

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

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 October 27, 2025 to November 02, 2025.

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

3. **APPROVAL OF MINUTES: Regular meeting of November 5, 2025**

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

5. **TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2025**

Request the City Council approve the Quarterly Investment Report for the quarter ended September 30, 2025. (File Number 0490-55)

Staff Recommendation: Approval (Finance Department: Douglas Shultz, City Treasurer)

Presenter: Douglas Shultz, City Treasurer

6. **CONSTRUCTION CONTRACT AWARD FOR THE STORM DRAIN REHABILITATION PROJECT, PHASE IV**

Request the City Council adopt Resolution No. 2025-130, awarding the construction contract to Sancon Technologies, Inc. and authorizing the Mayor to execute, on behalf of the City, a Public Improvement Agreement in the amount of \$1,812,580 for the Storm Drain Lining and Rehabilitation Project, Phase IV ("Project"). (File Number 0600-10; A-3572)

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

Presenter: Matthew Souttere, Principal Engineer

a) Resolution No. 2025-130

7. **ALLOCATION OF LIBRARY TRUST FUNDS**

Request the City Council adopt Resolution No. 2025-143, approving the allocation of \$60,170.25 in Library Trust Funds for use toward the unfunded items on the second floor as a part of the Library Infrastructure Project. (File Number 0680-20)

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

Presenter: Robert Rhoades, Assistant Director of Community Services

a) Resolution No. 2025-143

8. **ACCEPTANCE OF LIBRARY FOUNDATION DONATION**

Request the City Council adopt Resolution No. 2025-153, accepting \$105,000 donation from the Escondido Library Foundation restricted to unfunded items of furniture, fixtures, and



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

equipment in the children's library as a part of the Library Infrastructure Project. (File Number 1115-20)

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

Presenter: Robert Rhoades, Assistant Director of Community Services

a) Resolution No. 2025-153

PUBLIC HEARINGS

9. SHORT-FORM RENT INCREASE APPLICATION FOR CAREFREE RANCH MOBILE HOMEPARK – CONTINUED FROM NOVEMBER 5, 2025 MEETING

Request the City Council sitting as the Escondido Rent Review Board hold a public hearing to review and consider Carefree Ranch Mobilehome Park Short-Form Application and adopt Resolution No. RRB 2025-131. (File Number 0697-20)

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

Presenters: Carlos Cervantes, Management Analyst and Stephen Jacobson, Code Compliance Officer II

a) Resolution RRB No. 2025-131

Public Hearing continued to December 17, 2025 meeting.

10. PL23-0129/PL23-0130/PL25-0086/PL25-0085: ISKCON OF ESCONDIDO SUBDIVISION AND RELIGIOUS FACILITY

Request that the City Council adopt the following Resolutions and Ordinance, approving the Project: adopt Resolution No. 2025-144 adopting a Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Project and approving a Tentative Subdivision Map, Grading Exemption, and Density Bonus Request; adopt Resolution No. 2025-145 approving a Conditional Use Permit and Design Review Permit for construction and operation of a religious institution; and adopt Ordinance No. 2025-07 approving a Development Agreement for construction of residential units in the North Broadway Deficiency Area. (File Numbers 0800-10; 0600-10; A-3573)

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

Presenter: Ivan Flores, AICP, Principal Planner



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

- a) Resolution No. 2025-144
- b) Resolution No. 2025-145
- c) Ordinance No. 2025-07 (First Reading and Introduction)

Debbie Korn – Expressed opposition to the project

Cheryl Stephenson – Expressed opposition to the project

Angela Aberg – Expressed opposition to the project

Andre Chavez – Expressed opposition to the project

Melisa Knudson – Expressed opposition to the project

Jason Womack – Expressed opposition to the project

Jerome Mollner – Expressed opposition to the project

Pamela Mollner – Expressed opposition to the project

Nicholas Gustin – Expressed opposition to the project

Mark Skok – Expressed support for the project

Elias Velasquez – Expressed support for the project

Alec Williams – Expressed opposition to the project

Bethany Williams – Expressed opposition to the project

Mike Sovakool – Expressed opposition to the project

John Bristol – Expressed opposition to the project

Mike Stephenson – Expressed opposition to the project

Elias Velazquez – Expressed support for the project

Carmen Molina-Boomer – Expressed opposition to the project

Michael Stubblefield – Expressed opposition to the project



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Alen Williams – Expressed opposition to the project

Richard Durd – Expressed opposition to the project

Keri Nockolls – Expressed opposition to the project

Virginia Bishop – Expressed opposition to the project

Thomas Davids – Expressed opposition to the project

Rupal Sojitra – Expressed support for the project

Neha Prasad – Expressed support for the project

Raymond Felix – Expressed opposition to the project

Kulin Tantod – Expressed support for the project

Sunadra Ayengar – Expressed support for the project

Vjay Joshi – Expressed support for the project

Vamsi Vasareddy – Expressed support for the project

Usha Madan – Expressed support for the project

Sanjay Kuruvadi – Expressed support for the project

Vikram Kuruvadi – Expressed support for the project

Dartha Kollu – Expressed support for the project

Arjan Jalin – Expressed support for the project

Misty Cater Clark – Expressed support for the project

Juan Beltran – Expressed support for the project

Kanita Jina – Expressed support for the project

Keshava Prasad – Expressed support for the project

Vinod Kuruvadi – Expressed support for the project



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Sailaja Kuruvadi – Expressed support for the project

Murali Pasumarthi – Expressed support for the project

Vishay Navani – Expressed support for the project

William Scothall – Expressed support for the project

Damien Bandavu – Expressed support for the project

Biksham Palabindela – Expressed support for the project

Corey – Expressed opposition to the project

Michelle Schmogovol – Expressed support for the project

Ayan Rasoni – Expressed support for the project

Shashak Deshatty – Expressed support for the project

Yoleshi Rahjeed – Expressed support for the project

Kristin Buchard – Expressed support for the project

Carol Lee Hawthorne – Expressed opposition to the project

Mark Warner – Expressed opposition to the project

Motion: C. Garcia; Second: Martinez; Approved: 3-2

FUTURE AGENDA

11. 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)

Fitzgerald / J. Garcia - Letter of support for San Pasqual Band of Lusieno Indians



CITY *of* ESCONDIDO

COUNCIL MEETING MINUTES

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT

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

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor White adjourned the meeting at 9:31P.M.

MAYOR

CITY CLERK



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

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

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

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

RECOMMENDATION

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

Respectfully Submitted,

Zack Beck
City Clerk



STAFF REPORT

December 3, 2025

File Number 0600-10; A-3574

SUBJECT

MICROSOFT LICENSING ENTERPRISE AGREEMENT

DEPARTMENT

Information systems

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-154, authorizing the Mayor to execute, on behalf of the City of Escondido ("City"), a three-year agreement with CDW-G in the amount of \$1,831,931.57 to provide a Microsoft Enterprise Licensing Agreement with Software Assurance ("SA").

Staff Recommendation: Approval (Information Systems: Rob Van De Hey, Chief Information Officer)

Presenter: Rob Van De Hey, Chief Information Officer

ESSENTIAL SERVICE – No

COUNCIL PRIORITY –

FISCAL ANALYSIS

Funding for the first year's payment of \$610,643.86 budgeted in the 2025/2026 Information Systems Operating Budget. The funding for the following two-year's payments of \$610,643.86 each will be included in the Information System's Software Operating Budget.

PREVIOUS ACTION

- December 2022: City Council approved a three-year agreement with Crayon
- December 2019: City Council approved a three-year agreement with Dell and Microsoft
- December 2016: City Council approved a three-year agreement with Software One
- December 2013: City Council approved a three-year agreement with CompuCom Systems Inc.
- December 2010: City Council approved a three-year agreement with Dell Inc.
- January 2008: City Council approved a three-year agreement with Dell Inc.
- December 2004: City Council approved a three-year agreement with Softchoice Corp.
- November 2001: City Council approved a three-year agreement with ASAP Software Express



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

For over two decades, the City has relied on Microsoft technologies to support and enhance the delivery of municipal services. Microsoft’s suite of software solutions forms a foundational component of our operational infrastructure—providing a secure, scalable platform that supports a broad ecosystem of technologies. These tools are integral to our identity management, data security, productivity, and collaboration capabilities.

Microsoft technologies are embedded across nearly every aspect of City operations. They include:

- **Productivity and Collaboration Tools:** Microsoft 365 applications, Teams, and SharePoint streamline communication and workflow.
- **AI and Automation:** Integrated AI solutions, including Microsoft Copilot, enhance staff efficiency and decision-making.
- **Security and Compliance:** Advanced security features protect sensitive data and ensure regulatory compliance.
- **Infrastructure:** Windows operating systems and server platforms support our computing environment.
- **Cloud Services and Data Management:** Azure cloud services, SQL Server, and other database technologies to power enterprise applications and data storage.

In order to license and support these technologies, the City maintains a Microsoft Enterprise Agreement. This agreement ensures access to required software licenses and includes Software Assurance, which provides ongoing support, security updates, and access to the latest features throughout the three-year term. (See Exhibit “A” to Resolution No. 2025-154.)

The upcoming agreement also includes licensing for Microsoft 365 Copilot, enabling staff to leverage AI capabilities directly within familiar Microsoft applications. Copilot operates within our secure Microsoft tenant cloud environment, ensuring data privacy and protection of confidential information.

To procure this agreement, the City is leveraging the County of Riverside’s Master Agreement No. 8084445. Riverside negotiates volume-based discounts with Microsoft due to its large license pool, allowing smaller agencies like ours to benefit from significantly reduced pricing. This cooperative purchasing approach is widely used across California rather than negotiating independently.

The Riverside Master Agreement—active from November 1, 2024, through October 31, 2027—provides a legal and efficient procurement pathway, eliminating the need for a separate RFP while remaining compliant with public procurement laws.



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STAFF REPORT

City staff contacted all seven authorized Microsoft resellers under the Riverside agreement to obtain competitive quotes. Five vendors responded, with pricing ranging from \$1.831 million to \$1.868 million. The lowest quote was submitted by CDW-G (See Exhibit "B"), resulting in a total annual cost of \$610,643.86 for a three-year term.

With Council approval, the new Microsoft Enterprise Agreement will commence on January 1, 2026, ensuring continued access to critical technologies that support secure, efficient, and innovative municipal operations.

RESOLUTIONS

- a) Resolution No. 2025-154
- b) Resolution No. 2025-154 Exhibit "A" – Enterprise Enrollment
- c) Resolution No. 2025-154 Exhibit "B" – CDW-G Microsoft Licensing Quote

RESOLUTION NO. 2025-154

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR
TO EXECUTE, ON BEHALF OF THE CITY, A MASTER
SERVICE AGREEMENT WITH CDW-G TO PROVIDE
MICROSOFT LICENSING AND SOFTWARE ASSURANCE

WHEREAS, the City of Escondido ("City") has received a proposal from CDW-G to provide Licensing and Software Assurance via a Microsoft Licensing Enterprise Agreement. A copy of the CDW-G quote is attached as Exhibit "B" to this Resolution and is incorporated by this reference; and

WHEREAS, CDW-G is one of the seven resellers authorized to resell Microsoft Software Assurance based on cooperative pricing under the County of Riverside Enterprise Agreement No. 8084445; and

WHEREAS, the Chief Information Officer recommends approval of this Microsoft Licensing Enterprise Agreement with CDW-G for Microsoft Licensing and Software Assurance.

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 accepts the recommendation of the Chief Information Officer.
3. That the Mayor is authorized to execute, on behalf of the City, a Master Services Agreement with CDW-G which is consistent with the templates attached hereto as Exhibit "A" and incorporated by this reference, for the purchase of the Microsoft Licensing Enterprise Agreement, and as may be approved and modified by the City Attorney.

Enterprise Agreement

This Microsoft Enterprise Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this agreement is the earliest effective date of any Enrollment entered into under this agreement or the date Microsoft accepts this agreement, whichever is earlier. Any reference in this agreement or an Enrollment to a "day" means a calendar day, except references that specify "business day."

This agreement consists of (1) these terms and conditions and the signature form, (2) the terms of either the Microsoft Business Agreement or Microsoft Business and Services Agreement ("Primary Agreement") identified on the signature form, (3) the Product Terms, and (4) any Enrollment entered into under this agreement. By entering into this agreement, Customer agrees to be bound by the terms and conditions of the Primary Agreement. If Customer is a qualifying government entity, the Qualifying Government Entity Addendum is incorporated by reference.

Please note: Documents referenced in this agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this agreement by reference, including the Product Terms and Qualifying Government Entity Addendum. These documents may contain additional terms and conditions for Products licensed under this agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed and Services ordered.

Terms and Conditions

1. Definitions.

Terms used in this agreement but not otherwise defined will have the definition provided in the Primary Agreement. The following definitions also apply:

"Customer" means the entity that has entered into this agreement with Microsoft.

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates, that has entered into an Enrollment under this agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this agreement to place orders for Products and Services.

"Enterprise" means Enrolled Affiliate and the Affiliates it chooses to include on its Enrollment.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Material Adverse Changes" means any change to the Use Rights for a Product that could reasonably affect Enrolled Affiliate's decision to purchase the Product and that would require Enrolled Affiliate's to purchase additional licenses, increase the cost to Enrolled Affiliate of using the Product, remove an existing right, or place additional restrictions on the use of the Product.

"Microsoft" means the Microsoft Affiliate that has entered into this agreement or an Enrollment and its Affiliates, as appropriate.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services or Services Deliverables, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms,

Affiliate Information Form

Microsoft is a US corporation subject to US, EU, and UK trade laws and regulations. To comply with applicable laws and regulations, complete Affiliate information must be collected. This form collects this information to ensure Microsoft's compliance.

Affiliate information.

Public Customer Number (PCN)

Entity type* <choose one>

Registration number (if applicable)

Organization name*

Street address*

City*

State/Province (if applicable)

Postal code*

Country code (ISO)*

**indicates required fields*

Public Customer Number (PCN)

Entity type* <choose one>

Registration number (if applicable)

Organization name*

Street address*

City*

State/Province (if applicable)

Postal code*

Country code (ISO)*

**indicates required fields*

Public Customer Number (PCN)

Entity type* <choose one>

Registration number (if applicable)

Organization name*

Street address*

City*

State/Province (if applicable)

Postal code*

Country code (ISO)*

**indicates required fields*

Public Customer Number (PCN)

Entity type* <choose one>

Registration number (if applicable)

Organization name*

Street address*

City*

State/Province (if applicable)

Postal code*

Country code (ISO)*

**indicates required fields*

Public Customer Number (PCN)

Entity type* <choose one>

Registration number (if applicable)

Organization name*

Street address*

City*

State/Province (if applicable)

Postal code*

Country code (ISO)*

**indicates required fields*

Public Customer Number (PCN)

Entity type* <choose one>

Registration number (if applicable)

Organization name*

Street address*

City*

State/Province (if applicable)

Postal code*

Country code (ISO)*

**indicates required fields*

Public Customer Number (PCN)

Entity type* <choose one>

Registration number (if applicable)

Organization name*

Street address*

City*

State/Province (if applicable)

Postal code*

Country code (ISO)*

**indicates required fields*

Public Customer Number (PCN)

Entity type* <choose one>

Registration number (if applicable)

Organization name*

Street address*

City*

State/Province (if applicable)

Postal code*

Country code (ISO)*

**indicates required fields*

Public Customer Number (PCN)

Entity type* <choose one>

Registration number (if applicable)*

Organization name*

Street address*

City*

State/Province (if applicable)

Postal code*

Country code (ISO)*

**indicates required fields*

Public Customer Number (PCN)

Entity type* <choose one>

Registration number (if applicable)

Organization name*

Street address*

City*

State/Province (if applicable)

Postal code*

Country code (ISO)*

**indicates required fields*

Public Customer Number (PCN)
Entity type* <choose one>
Registration number (if applicable)
Organization name*
Street address*
City*
State/Province (if applicable)
Postal code*
Country code (ISO)*
**indicates required fields*

Public Customer Number (PCN)
Entity type* <choose one>
Registration number (if applicable)
Organization name*
Street address*
City*
State/Province (if applicable)
Postal code*
Country code (ISO)*
**indicates required fields*

Attach additional pages as needed.



Enterprise and Enterprise Subscription Enrollment Product Selection Form

Enrollment Number
Microsoft to complete for initial term.
Reseller or Software Advisor to
complete for renewal or with prior
qualifying Enrollment/Agreement

Step 1. Enter all fields in the table below (Required).

Profile	Qualified Devices	Qualified Users	Enterprise Product Platform	Licensing Model
Enterprise			Choose One	Choose One
Device Profile (e.g. Call Center)			Choose One	Choose One

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is stepping-up within Enrollment term.

Products	Enterprise Quantity	Device Profile (e.g. Call Center)
Microsoft 365		
Microsoft 365 E3 USL		
Microsoft 365 E3 Add-on		
Microsoft 365 E5 USL		
Microsoft 365 E5 Add-on		
Office Professional Plus/Microsoft 365 Apps for enterprise		
Office Professional Plus		
Microsoft 365 Apps for enterprise		
Office 365 Plans		
Office 365 Plan E1 USL		
Office 365 Plan E3 USL		
Office 365 Plan E5 USL		
Office 365 Plan E1 Add-on		
Office 365 Plan E3 Add-on		
Office 365 Plan E5 Add-on		
Office 365 Plan E3 without Apps for enterprise Add-on		
Client Access License (CAL)		
Choose Core CAL or Enterprise CAL:	<Choose One>	<Choose One>
Core CAL or Enterprise CAL		
Bridge for Office 365		
Bridge for Enterprise Mobility Suite		

Products	Enterprise Quantity	Device Profile (e.g. Call Center)
Windows Desktop		
Windows Enterprise E3 and LTSB Upgrade per Device		
Windows Enterprise E5 per Device SL		
Windows Enterprise E3 per User SL		
Windows Enterprise E3 per User Add-on SL		
Windows Enterprise E5 per User SL		
Windows Enterprise E5 per User Add-on SL		
Windows Enterprise E5 per Device Add-on SL		
Windows VDA		
Windows VDA per User SL		
Enterprise Mobility + Security		
Enterprise Mobility + Security E3 USL		
Enterprise Mobility + Security E3 Add-on		
Enterprise Mobility + Security E5 USL		
Enterprise Mobility + Security E5 Add-on		

Step 3. Establish the Enrolled Affiliate's price level. Unless otherwise indicated in the associated contract documents, the price level for each Product offering/pool is set based upon the quantity to price level mapping. *DO NOT INCLUDE BRIDGE CALs OR ADD-ONS.*

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Microsoft 365 Apps for enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 USL	Client Access License + Office 365 (Plans E1, E3, and E5) + Microsoft 365 USL	Client Access License + Enterprise Mobility and Security USL + Microsoft 365 USL	Windows Enterprise E3 and LTSB Upgrade+ Windows Enterprise E5 + Win E3/E5 USL + Win E3/E5 per Device + Windows VDA + Windows Enterprise E3 per User SL + Windows Enterprise E5 per User SL + Windows VDA per User USL + Microsoft 365 USL
Quantity				

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Groups 1 through 4.	
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 1.	
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Group 2 or 3.	
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 4.	

Quantity of Licenses and Software Assurance to Price Level Mapping:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Notes:

1. In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.
2. Enterprise Online Services may not be available in all locations. Please see the Product Terms for a list of locations where these may be purchased.
3. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment.
4. Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

This form must be attached to a signature form to be valid.

Program Signature Form

MBA/MBSA number

Agreement number

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, “Customer” can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)*

Signature* _____

Printed First and Last Name*

Printed Title

Signature Date*

Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date _____ (date Microsoft Affiliate countersigns)
Agreement Effective Date _____ (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* _____ Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* _____ Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Qualifying Government Entity Addendum

This Qualifying Government Entity Addendum modifies the terms of the Select or Select Plus ("Agreement") or Enterprise or Enterprise Subscription Agreement ("Agreement") as follows:

1. The following definition is added:

"Eligible Entity" means a public sector entity that meets the criteria set out at <http://www.microsoft.com/licensing/contracts> in the document entitled "Microsoft Government Eligibility Definition."

2. The definitions of "Customer" and "Affiliate" are amended as follows:

When used in this Agreement or Enrollment, as applicable, "Customer" refers to the Eligible Entity that signs this Agreement/Enrollment with Microsoft, and the definition of "Affiliate", as set forth in the Primary Agreement, is modified to include only Eligible Entities located in the same country as the Eligible Entity signing this Agreement/Enrollment, as applicable, with Microsoft.

3. The Minimum Order requirements section of the Agreement is amended as follows:

Notwithstanding anything to the contrary in the Agreement, an Eligible Entity's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices, and its initial order must include at least 250 Licenses in a single Product pool for Enterprise Products or Enterprise Online Services. If no Enterprise Product is ordered, an Eligible Entity need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

4. The following pricing provision is added:

Customer represents that Customer and Customer's Affiliates are Eligible Entities. As an Eligible Entity, Customer may receive price level D for all Products and pools under this Agreement/Enrollment, as applicable.

5. The following "Mid-term Cancellation for Non-appropriation of Funds" provision is added:

Termination of Enrollment – non-appropriation of funds. Subject to the provisions in the Section titled "Effect of termination or expiration," a Customer or an Enrolled Affiliate may terminate an Agreement or Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated for such purpose.

Effect of termination. Upon termination of any Enrollment, the Enrolled Affiliate must order Licenses for all copies of Products it or its Affiliates have run under its Enrollment for which the Enrolled Affiliate has not previously submitted an order. Except as provided in the next paragraph, in the event of termination, all unpaid installments of the purchase price for any Licenses will immediately become due and payable, and the Enrolled Affiliate will be entitled to perpetual Licenses only after all such payments have been made.

Early termination. If Customer or Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds of Customer or Enrolled Affiliate, then Customer or the Enrolled Affiliate will have the following options:

- a. It may immediately pay the total remaining amount due, including all installments, in which case the Enrolled Affiliate will have perpetual Licenses for all copies of the Products it has ordered, or

- b. It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for (1) all copies of all Products for which payment has been made in full, and (2) the number of copies of Products it has ordered (including the latest version of Products ordered under SA coverage in an initial or renewal term) for which payment has been made in installments that is proportional to the total of payments made versus total amounts due if the early termination had not occurred.

6. *Where “Extended Term” is available for eligible Online Services, the following is added:*

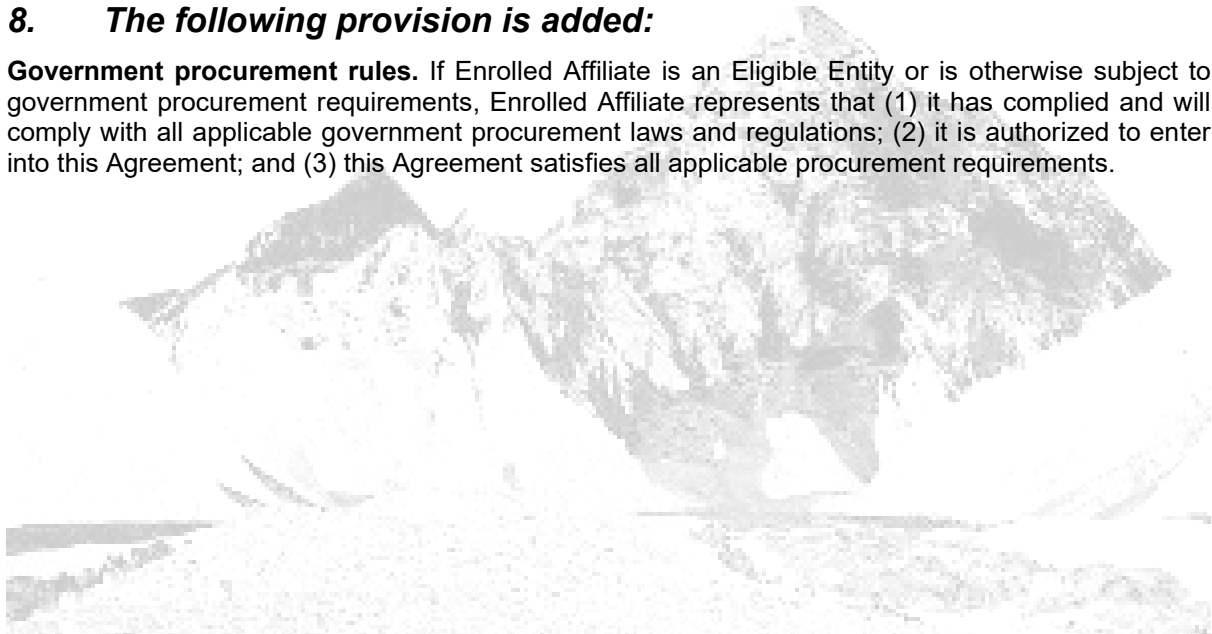
Enrolled Affiliate will not automatically have an Extended Term. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate may submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

7. *The following provision is added:*

Natural Disaster. In the event of a natural disaster, Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.

8. *The following provision is added:*

Government procurement rules. If Enrolled Affiliate is an Eligible Entity or is otherwise subject to government procurement requirements, Enrolled Affiliate represents that (1) it has complied and will comply with all applicable government procurement laws and regulations; (2) it is authorized to enter into this Agreement; and (3) this Agreement satisfies all applicable procurement requirements.



Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration Form. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to: ☐ MBSA
☐ Agreement
☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://privacy.microsoft.com/privacystatement>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity*

Contact name: First* Middle Last*

Contact email address*

Street address*

City*

State/Province*

Postal code*

Country*

Phone*

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity*

Contact name: First* Middle Last*

Contact email address*

Street address*

City*

State/Province*

Postal code*

Country*

Phone*

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

3. Subscriptions manager.

This contact will assign Visual Studio Subscription, licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity*

Contact name: First* Middle Last*

Contact email address*

Street address*

City*

State/Province*

Postal code*

Country*

Phone*

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

4. Online services manager.

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity*

Contact name: First* Middle Last*

Contact email address*

Street address*

City*

State/Province*

Postal code*

Country*

Phone*

Work or School (WSA) Account ID

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

5. Customer Support Manager (CSM).

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity*

Contact name: First* Middle Last*

Contact email address*

Street address*

City*

State/Province*

Postal code*

Country*

Phone*

** indicates required fields*

6. Primary contact information.

An individual from inside the organization must serve as the primary contact. This contact may receive online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity*

Contact name: First* Middle Last*

Contact email address*

Street address*

City*

State/Province*

Postal code*

Country*

Phone*

Work or School (WSA) Account ID

** indicates required fields*

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☐ *Same as primary contact*

Name of entity*

Contact name: First* Middle Last*

Contact email address*

Street address*

State/Province*

City*

Postal code*

Country*

Phone*

Work or School (WSA) Account ID

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

2. **Licenses for Products.**

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.** The latest Use Rights as updated from time to time, apply to the use of all Products, subject to the following exceptions.
 - (i) **For Products with metered usage-based pricing (e.g., metered Microsoft Azure Services).** Material Adverse Changes published after the start of a calendar month will apply beginning the following month.
 - (ii) **For Versioned Software.** Material Adverse Changes published after the date a Product is first licensed will not apply to any licenses for that Product acquired during the applicable Enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version. Renewal of Software Assurance does not change which Use Rights apply to perpetual Licenses acquired during a previous term or Enrollment.
 - (iii) **For all other Products (e.g., Office 365 services).** Material Adverse Changes published after the start of the subscription term will not apply to any licenses for that Product acquired during the applicable Enrollment term.
 - (iv) **For use rights granted through Software Assurance.** Material Adverse Changes published after the date a Product is first licensed will not apply to any licenses for that Product during the applicable enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version.
- d. **Downgrade rights.** Enterprise may use an earlier version of a Product than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enterprise chooses not to use the new version immediately.
 - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses,

together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

- g. Acquisitions, divestitures, and mergers.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) an acquisition of an entity or an operating division, (2) a divestiture of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a merger including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this agreement.

3. *Making copies of Products and re-imaging rights.*

- a. General.** Enrolled Affiliate may make as many copies of Products as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this agreement.
- b. Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may (1) use up to 20 complimentary copies of any licensed Products in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60 day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
- (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

4. *Transferring and assigning Licenses.*

- a. License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
- (i) an Affiliate, or

- (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a divestiture of an Affiliate or a division of an Affiliate or (2) a merger involving Customer or an Affiliate.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License transfer.** Customer or Enrolled Affiliate must notify Microsoft of a License transfer by completing a License transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts>, and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Customer or Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the Licenses being transferred (including, without limitation, the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

5. **Term and termination.**

- a. **Term.** This agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment. Microsoft may change or discontinue certain Online Services as further described in the Product Terms.
- b. **Termination without cause.** Either party may terminate this agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this agreement.
- c. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach. If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of the notice, and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Customer within a reasonable period of time, Microsoft may terminate this agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, Customer must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.
- d. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.
- e. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

6. **Miscellaneous.**

- a. **Notices.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail or express courier to the addresses and numbers listed on the signature form. Notices will be treated as delivered on the date shown on the return receipt or on the courier confirmation of delivery.

Microsoft may provide information about Enrollment deadlines and Online Services by email to contacts provided by Enrolled Affiliate under an Enrollment or through a web site Microsoft identifies. Notice by email is given as of the transmission date.

- b. **Management and reporting.** Enrolled Affiliate must provide and manage account details (e.g., contacts, orders, Licenses, software downloads) at <https://www.microsoft.com/licensing/servicecenter> (or a successor site). On the effective date of this agreement and any Enrollments, the contact(s) Enrolled Affiliate has identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- c. **Order of precedence.** In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order, from highest to lowest priority: (1) Microsoft Products and Services Data Protection Addendum (2) the Primary Agreement, (3) this Enterprise Agreement, (4) any Enrollment, (5) the Product Terms, (6) Service Level Agreements, (7) orders submitted under this agreement, and (8) any other documents in this agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- d. **Applicable currency.** Any payments made to Microsoft must be in the Microsoft approved currency for the respective locale.
- e. **Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes unless specified on the invoice as tax inclusive. Customer shall pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this agreement and which Microsoft is permitted to collect from Customer. Customer shall also be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution or provision of Products or Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based on its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on property ownership.
- If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided, however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

November 2025

Part Number	Description	Qty	Annual Unit Price	Extended Amount
Pricing and Usage Year 1 (01/01/2026 - 12/31/2026) - 12 months				
J5U-00004	Azure Commitment Gov Provision	1	\$ -	\$ -
AAD-33177	M365 E5 Unified FSA Renewal Sub Per User	855	\$ 557.20	\$ 476,405.15
AAD-33168	M365 E5 Unified Sub Per User	8	\$ 614.06	\$ 4,912.49
JFX-00003	M365 F3 FUSL Sub Per User	247	\$ 85.75	\$ 21,179.56
8RU-00005	M365 F5 Security + Compliance Sub Add-on	247	\$ 134.87	\$ 33,311.66
83I-00001	M365 Copilot Sub Add-on	40	\$ 364.50	\$ 14,580.00
NYG-00001	Teams AC with Dial Out US/CA Sub Add-on	247	\$ -	\$ -
076-01912	Project Standard ALng SA	2	\$ 128.18	\$ 256.37
N9U-00002	Visio P2 Sub Per User	20	\$ 136.32	\$ 2,726.46
QEK-00003	Visual Studio Pro with GitHub ALng SA	2	\$ 307.15	\$ 614.30
359-00792	SQL CAL ALng SA Device CAL	9	\$ 37.54	\$ 337.89
228-04433	SQL Server Standard ALng SA	3	\$ 161.47	\$ 484.42
7NQ-00292	SQL Server Standard Core ALng SA 2L	17	\$ 644.92	\$ 10,963.67
9EP-00208	System Ctr DC Core SA 2L	160	\$ 53.70	\$ 8,592.48
9EN-00198	System Center Standard Core ALng SA 2L	88	\$ 19.68	\$ 1,732.10
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	210	\$ 26.00	\$ 5,460.21
9EA-00278	Win Server DC Core ALng SA 2L	210	\$ 138.51	\$ 29,087.10
			Year 1 Total	\$ 610,643.86

Part Number	Description	Qty	Annual Unit Price	Extended Amount
Pricing and Usage Year 2 (01/01/2027 - 12/31/2027) - 12 months				
J5U-00004	Azure Commitment Gov Provision	1	\$ -	\$ -
AAD-33177	M365 E5 Unified FSA Renewal Sub Per User	855	\$ 557.20	\$ 476,405.15
AAD-33168	M365 E5 Unified Sub Per User	8	\$ 614.06	\$ 4,912.49
JFX-00003	M365 F3 FUSL Sub Per User	247	\$ 85.75	\$ 21,179.56
8RU-00005	M365 F5 Security + Compliance Sub Add-on	247	\$ 134.87	\$ 33,311.66
83I-00001	M365 Copilot Sub Add-on	40	\$ 364.50	\$ 14,580.00
NYG-00001	Teams AC with Dial Out US/CA Sub Add-on	247	\$ -	\$ -
076-01912	Project Standard ALng SA	2	\$ 128.18	\$ 256.37
N9U-00002	Visio P2 Sub Per User	20	\$ 136.32	\$ 2,726.46
QEK-00003	Visual Studio Pro with GitHub ALng SA	2	\$ 307.15	\$ 614.30
359-00792	SQL CAL ALng SA Device CAL	9	\$ 37.54	\$ 337.89
228-04433	SQL Server Standard ALng SA	3	\$ 161.47	\$ 484.42
7NQ-00292	SQL Server Standard Core ALng SA 2L	17	\$ 644.92	\$ 10,963.67
9EP-00208	System Ctr DC Core SA 2L	160	\$ 53.70	\$ 8,592.48
9EN-00198	System Center Standard Core ALng SA 2L	88	\$ 19.68	\$ 1,732.10
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	210	\$ 26.00	\$ 5,460.21
9EA-00278	Win Server DC Core ALng SA 2L	210	\$ 138.51	\$ 29,087.10
			Year 2 Total	\$ 610,643.86

Part Number	Description	Qty	Annual Unit Price	Extended Amount
Pricing and Usage Year 3 (01/01/2028 - 12/31/2028) - 12 months				
J5U-00004	Azure Commitment Gov Provision	1	\$ -	\$ -
AAD-33177	M365 E5 Unified FSA Renewal Sub Per User	855	\$ 557.20	\$ 476,405.15
AAD-33168	M365 E5 Unified Sub Per User	8	\$ 614.06	\$ 4,912.49
JFX-00003	M365 F3 FUSL Sub Per User	247	\$ 85.75	\$ 21,179.56
8RU-00005	M365 F5 Security + Compliance Sub Add-on	247	\$ 134.87	\$ 33,311.66
83I-00001	M365 Copilot Sub Add-on	40	\$ 364.50	\$ 14,580.00
NYG-00001	Teams AC with Dial Out US/CA Sub Add-on	247	\$ -	\$ -
076-01912	Project Standard ALng SA	2	\$ 128.18	\$ 256.37
N9U-00002	Visio P2 Sub Per User	20	\$ 136.32	\$ 2,726.46
QEK-00003	Visual Studio Pro with GitHub ALng SA	2	\$ 307.15	\$ 614.30
359-00792	SQL CAL ALng SA Device CAL	9	\$ 37.54	\$ 337.89
228-04433	SQL Server Standard ALng SA	3	\$ 161.47	\$ 484.42
7NQ-00292	SQL Server Standard Core ALng SA 2L	17	\$ 644.92	\$ 10,963.67
9EP-00208	System Ctr DC Core SA 2L	160	\$ 53.70	\$ 8,592.48
9EN-00198	System Center Standard Core ALng SA 2L	88	\$ 19.68	\$ 1,732.10
6VC-01254	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	210	\$ 26.00	\$ 5,460.21
9EA-00278	Win Server DC Core ALng SA 2L	210	\$ 138.51	\$ 29,087.10
			Year 3 Total	\$ 610,643.86

Total Years 1-3	\$ 1,831,931.57
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STAFF REPORT

December 3, 2025
File Number 0470-25

SUBJECT

LIBRARY INFRASTRUCTURE PROJECT FURNITURE PURCHASE

DEPARTMENT

Community Services/Library

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-147 authorizing the purchase of furniture for the Library Infrastructure Project.

Staff Recommendation: Approval (Community Services/Library: Joseph Goulart, Director of Public Works)

Presenter: Robert Rhoades, Assistant Director of Community Services

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

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

FISCAL ANALYSIS

There is no impact to the General Fund. The costs are being covered by the Library Trust (\$311,445.24) and the Escondido Library Foundation (up to \$105,000).

PREVIOUS ACTION

On March 2, 2022, the City Council approved Resolution No. 2022-32 authorizing the Deputy City Manager / Director of Communications & Community Services to submit an application to the California State Library for \$10 million in funding through the Building Forward Library Infrastructure Program Grant and complete all necessary documentation to receive and spend funds should they be awarded.

On September 12, 2022, the City was notified that the application was successful, and that the Escondido Public Library was awarded the maximum amount of \$10 million and removal of a matching funds requirement.

On September 11, 2025, the Library Board of Trustees voted to approve the use of \$251,274.99 in Library Trust Funds for the first floor of unfunded items of furniture, fixtures, and equipment ("FF&E") as a part of the Library Infrastructure Project.



CITY of ESCONDIDO

STAFF REPORT

On October 1, 2025, the City Council approved Resolution No. 2025-124 allocating \$251,274.99 in Library Trust Funds for use toward the unfunded items as a part of the Library Infrastructure Project.

On October 9, 2025, the Library Board of Trustees voted to approve \$60,170.25 in Library Trust Funds for the unfunded items of furniture, fixtures, and equipment on the second-floor as a part of the Library Infrastructure Project.

On November 12, 2025, the City Council approved Resolution No. 2025-143 allocating \$60,170.25 in Library Trust Funds for use toward additional unfunded items as a part of the Library Infrastructure Project.

On November 12, 2025, the City Council accepted a donation of up to \$105,000 from the Escondido Library Foundation restricted to the purchase of furniture, fixtures, and equipment in the Children's Library as a part of the Library Infrastructure Project ("Project").

BACKGROUND

A \$10 million Building Forward Library Infrastructure Improvement Grant by the California State Library was awarded to the City of Escondido in September 2022 without a matching funds requirement for the Escondido Public Library. This Project is designed to replace critical infrastructure including lighting, roofing, windows, and HVAC systems throughout the facility.

The Building Forward Library Infrastructure Program has a clearly defined scope with limitations on allowable items. In general, grant funds may only be used for items permanently affixed to the building, including fixed shelves, built in desks, and infrastructure equipment. Items such as furniture, mobile shelving, and other non-affixed equipment items are specifically excluded from the grant. Given these limitations, FF&E items require an alternative source of funding.

The Library Board of Trustees held four community workshops on October 25, 2024; May 8, 2025; August 14, 2025; and September 24, 2025, to discuss various funding options. The approximate cost was presented for items on the first-floor, second-floor, and children's library as quoted by the vendor GM Business Interiors. Following these workshop discussions, the Library Board of Trustees voted in favor of using Library Trust Funds to cover the costs of the FF&E items on the first and second floor in the amount of \$311,445.24.

In addition to this support, the Escondido Library Foundation is contributing up to \$105,000 in funding restricted to the items outlined in the Children's Library estimated quote. Should the actual costs be less than the anticipated donation, the Foundation shall only cover those direct costs.

Pursuant to Escondido Municipal Code Chapter 10, Article 5, Section 10-91, the City may utilize a cooperative purchase contract, which has been conducted in a competitive manner by the State, County, or any other Public or Municipal Agency. As a result, the City will be using a competitive solicitation



CITY *of* ESCONDIDO

STAFF REPORT

process and awarded Contract No. RCA-017-22010154 to GM Business Interiors. Leveraging this agreement ensures compliance with procurement requirements while providing cost savings and operational efficiency.

RESOLUTIONS

- a) Resolution No. 2025-147

ATTACHMENTS

- a) Attachment "1" – Cost Estimate – First Floor
- b) Attachment "2" – Cost Estimate – Second Floor
- c) Attachment "3" – Cost Estimate – Children's Library

RESOLUTION NO. 2025-147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE PURCHASE OF FURNITURE FOR THE LIBRARY INFRASTRUCTURE PROJECT FROM GM BUSINESS INTERIORS BY UTILIZING A COOPERATIVE PURCHASING AGREEMENT THROUGH THE COUNTY OF ORANGE, CALIFORNIA

WHEREAS, the City of Escondido was awarded \$10 million in funding for the Building Forward Library Infrastructure Grant Program by the California State Library; and

WHEREAS, the grant prohibits funding on furniture, fixtures, and equipment; and

WHEREAS, the funding for the purchase of the furniture, fixtures, and equipment has been allocated from the Library Trust and a donation from the Escondido Library Foundation; and

WHEREAS, the City will be utilizing cooperative purchasing with the County of Orange, California, and pursuant to Escondido Municipal Code Chapter 10, Article 5, Section 10-91, the City may utilize a cooperative purchase contract, which has been conducted in a competitive manner by the State, County, or any other Public or Municipal Agency; and

WHEREAS, staff recommends purchasing furniture, fixtures, and equipment from GM Business Interiors in an amount not to exceed \$416,445.24.

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 and adopts, on behalf of the City, the Cooperative Purchase agreement through GM Business Interiors to purchase furniture, fixtures, and equipment in an amount not to exceed \$416,445.24, which includes sales tax, delivery, and other fees.



City of Escondido
Library Fl 1 | Escondido, CA

Area	Qty	Budget 1			
		Product Details		Pricing	
		Product Image	Manufacturer & Series	Unit Cost	Extended Cost
Open Area	48		Sit On It Rio Chair Plastic Seat & Back, Sled Base, Armless Chocolate, Chrome Base	\$ 146.64	\$ 7,038.72
	16		Sit On It Rio Light Task Chair Plastic Seat & Back, Armless Chocolate, Silver Base	\$ 229.75	\$ 3,676.00
	8		Sit On It Rio Counter Stool Plastic Seat & Back, Armless Navy, Chrome Base	\$ 220.45	\$ 1,763.60
	16		Sit On It Tensor Table Square Top, 36" x 36" ORDER SAMPLE: White Top + White Silver base	\$ 473.16	\$ 7,570.56
	1		Herman Miller Headway Communal Table Seated Height, 42"D x 120"W, w/ Power Oak on Ash with Warm Stone Bottom	\$ 4,423.70	\$ 4,423.70



City of Escondido
Library Fl 1 | Escondido, CA

Area	Qty	Budget 1			
		Product Details		Pricing	
		Product Image	Manufacturer & Series	Unit Cost	Extended Cost
	2		Herman Miller Headway Communal Table Counter Height, 36"D x 72"W, w/ Power Oak On Ash with Warm Stone Bottom	\$ 3,187.97	\$ 6,375.94
	10		Arcadia Leaf Lounge Chair Rotating Tablet, Metal Legs, Grade 3 Fabric Chrome Base + White Tablet Arm Seat: DesignTex -Tour, Cabin Back: DesignTex - Tour, Waterfall	\$ 1,694.20	\$ 16,942.00
	10		Arcadia Leaf Lounge Chair Rotating Tablet, Metal Legs, Grade 3 Fabric Chrome Base + White Tablet Arm Seat: DesignTex -Tour, Cabin Back: Maharam - Lariat, Stella	\$ 1,694.20	\$ 16,942.00
	2		SitOnIt Prize Benching Stations 8 Seater, 30"D x 48"W Desks w/ Dividing Screen Folkstone Grey Table Top White Base Link, Ocean Fabric Gr 2	\$ 6,491.76	\$ 12,983.52
Open Area Subtotal:				\$	77,716.04



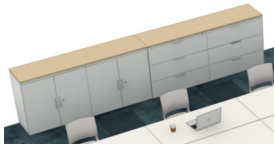



City of Escondido
Library Fl 1 | Escondido, CA

Area	Qty	Budget 1			
		Product Details		Pricing	
		Product Image	Manufacturer & Series	Unit Cost	Extended Cost
Teen Space	6		Sit On It Rio Chair Plastic Seat & Back, Sled Base, Armless Lagoon with Chrome Base	\$ 146.64	\$ 879.84
	3		Sit On It Tensor Table Rectangular Top, 30" x 60" Folkstone Grey with Chrome Legs	\$ 508.84	\$ 1,526.52
	1		Herman Miller Tu Storage Open & Closed Bookcase, 20"D x 84"W Oak on Ash	\$ 2,735.34	\$ 2,735.34
	2		Herman Miller OE1 Communal Tables (2) Seated Tables with Divider Metal Screens and Metal Boundary Screen Tabletop: Sandstone Metal Screen: Nightfall	\$ 1,741.82	\$ 3,483.64
	3		Arcadia Leaf Lounge Chair Rotating Tablet, Metal Legs, Grade 3 Fabric Solid, Maharam, Lariat, Stella Tablet Arms + Legs: Chrome Tablet Surface: White	\$ 1,513.80	\$ 4,541.40







City of Escondido
Library Fl 1 | Escondido, CA

Area	Qty	Budget 1			
		Product Details		Pricing	
		Product Image	Manufacturer & Series	Unit Cost	Extended Cost
	3		Arcadia Scenery Modular Grade 3 Fabric <i>Momentum, Dexter, Baltic</i>	\$ 2,048.20	\$ 6,144.60
Teen Space Subtotal:				\$	19,311.34
Activity & Makerspace	10		Sit On It Rio Chair <i>Plastic Seat & Back, Sled Base, Armless</i> <i>Navy with Chrome Base</i> <i>Clear Glides</i>	\$ 146.64	\$ 1,466.40
	1		Herman Miller Tu Storage <i>Open & Closed Bookcase, 20"D x 84"W</i> <i>Metallic Silver Cabinets</i> <i>Top: Oak on Ash</i> <i>Pull: Metallic Silver</i>	\$ 4,444.06	\$ 4,444.06
	11		Herman Miller Everywhere Flip Top Table <i>30"D x 60"W</i> <i>Top: Folkstone Grey</i> <i>Base: Metallic Silver</i> <i>Casters</i>	\$ 964.64	\$ 10,611.04
Activity & Makerspace Subtotal				\$	16,521.50



City of Escondido
Library Fl 1 | Escondido, CA

Area	Qty	Budget 1			
		Product Details		Pricing	
		Product Image	Manufacturer & Series	Unit Cost	Extended Cost
Study Rooms	10		Sit On It Rio Chair Plastic Seat & Back, Sled Base, Armless Navy with Chrome Base	\$ 146.64	\$ 1,466.40
	2		HON Preside Touchdown Table Seated Height, 42"D x 72"W Natural Recon	\$ 974.37	\$ 1,948.74
Study Rooms Subtotal:				\$	3,415.14
Shared & Private Offices	11		HON Mod Desk Seated Height, 42"D x 72"W Desert Oak, Silver Hardware Tackboard: Inertia Loft	\$ 881.72	\$ 9,698.92
	0		*Comparable Option* HON 10500 Series Desk Seated Height, 30"D x 72"W Natural Recon, Silver Hardware Tackboard: Inertia Loft	\$ 2,264.57	\$ -
Shared & Private Offices Subtotal:				\$	9,698.92







City of Escondido
Library Fl 1 | Escondido, CA

Area	Qty	Budget 1			
		Product Details		Pricing	
		Product Image	Manufacturer & Series	Unit Cost	Extended Cost
Café	6		Sit On It Rio Chair Plastic Seat & Back, Sled Base, Armless Lagoon with Chrome Base	\$ 146.64	\$ 879.84
	16		Sit On It Rio Counter Stool Plastic Seat & Back, Armless Lagoon with Silver Base	\$ 220.45	\$ 3,527.20
	4		Sit On It Parallon Table Disc Base, Counter Height, Round Top, 30"Dia Top: Folkstone Base: Silver	\$ 489.78	\$ 1,959.12
	6		Sit On It Parallon Table Disc Base, Seated Height, Square Top, 30" x 30" Top: Folkstone Base: Silver	\$ 459.96	\$ 2,759.76
	2		Sit On It Parallon Table Dual Disc Base, Counter Height, Racetrack Top, 36" x 72" Top: Folkstone Base: Silver	\$ 1,050.43	\$ 2,100.86








City of Escondido
Library FI 1 | Escondido, CA

Area	Qty	Budget 1			
		Product Details		Pricing	
		Product Image	Manufacturer & Series	Unit Cost	Extended Cost
	4		Sit On It Parallon Table <i>Dual Disc Base, Seated Height, Rectangular Top, 30" x 72"</i> <i>Top: Folkstone</i> <i>Base: Silver</i>	\$ 826.56	\$ 3,306.24
	4		Arcadia TooTheLounge w/ Table Plinth Base, Grade 1 Fabric **Pricing TBD Depending on Specials** **L Brackets May be Visible** <i>Seat + Back Fabric: Momentum, Dexter, Baltic</i> <i>Vertical Panel: Designtex Tour, Cabin</i> <i>Plinth: Need Samples of Cocoa Maple and Witchcraft</i>	\$ 8,310.45	\$ 33,241.80
	5		Arcadia TooTheLounge Plinth Base, Grade 1 Fabric **Pricing TBD Depending on Specials** <i>Seat + Back: Designtex, Tour, Navigate</i> <i>Vertical Panel: Designtex, Tour, Waterfall</i>	\$ 3,989.20	\$ 19,946.00
Café Subtotal:				\$	67,720.82
	1		Arcadia Iso Lounge Surround Panels, Cubby Right, Grade 1 Fabric <i>Vertical Panel: Designtex, Tour, Waterfall</i> <i>Seat: Momentum, Dexter, Baltic</i> <i>Siren Maple Laminate, Rotating Tablet</i>	\$ 3,801.99	\$ 3,801.99




City of Escondido
Library Fl 1 | Escondido, CA

Area	Qty	Budget 1			
		Product Details		Pricing	
		Product Image	Manufacturer & Series	Unit Cost	Extended Cost
Quiet Room	2		Arcadia Iso Lounge Cubby Right/ Left, Grade 1 Fabric Seat: Momentum, Baltic, Dexter Small Corner Square: Designtex Waterfall Siren Maple Laminate, Rotating Tablet	\$ 2,377.10	\$ 4,754.20
	2		Herman Miller OE1 Communal Tables Seated Tables with Divider Metal Screens and Metal Boundary Screen Oak on Ash Metal Panel: Glacier	\$ 1,793.79	\$ 3,587.58
	11		Sit On It Rio Chair Plastic Seat & Back, Sled Base, Armless Navy with Chrome Base	\$ 146.64	\$ 1,613.04
	4		Sit On It Gobi Mid Back Fabric: SitOnIt Element, Brownstone Legs: Polished Aluminum	\$ 1,161.36	\$ 4,645.44
	4		Sit On It Parallon Table Disc Base, Seated Height, Round Top, 30"Dia Top: Folkstone Base: Confirm	\$ 459.96	\$ 1,839.84



City of Escondido
Library Fl 1 | Escondido, CA

Area	Qty	Budget 1			
		Product Details		Pricing	
		Product Image	Manufacturer & Series	Unit Cost	Extended Cost
	4		Sit On It Uni Laptop Table <i>White Top & Base</i>	\$ 268.35	\$ 1,073.40
Quiet Room Subtotal:				\$	21,315.49
Budget Product Subtotal:				\$	215,699.25
Sales Tax (7.75%)				\$	16,716.69
Contingency				\$	32,354.89
Grand Total				\$	264,770.83

CITY OF ESCONDIDO



IBRARY F R2 STAFF


Image	Qty	Product Description	Model #	Who/Where	Budget
	5	Canvas Workstations		LITERACY STAFF OFFICE	\$4,350.00
	HERMAN MILLER			EXTENDED:	\$21,750.00


Image	Qty	Product Description	Model #	Who/Where	Budget
	4	Rio Stool		LITERACY STAFF OFFICE	\$250.00
	SIT ON IT			EXTENDED:	\$1,000.00

Image	Qty	Product Description	Model #	Who/Where	Budget
	1	OE1	HZ450S.4242 72L	LITERACY STAFF OFFICE	\$2,550.00
	HERMAN MILLER			EXTENDED:	\$2,550.00



Image	Qty	Product Description	Model #	Who/Where	Budget
	8	Everywhere	DT5AS.2460M T	LITERACY SHARED CLASSROOM	\$975.00
	HERMAN MILLER			EXTENDED:	\$7,800.00

Image	Qty	Product Description	Model #	Who/Where	Budget
	16	Rio		LITERACY SHARED CLASSROOM	\$150.00
	SIT ON IT			EXTENDED:	\$2,400.00


Generated By: Kyra Vrabel

October 02, 2025

CITY OF ESCONDIDO



LIBRARY FLR2 STAFF

Image	Qty	Product Description	Model #	Who/Where	Budget
	2	Voi Laminate Modular Desk	HLSL1472DL	LITERACY SUPERVISOR & MARKETING STAFF	\$5,800.00
	HON COMPANY			EXTENDED:	\$11,600.00







Department Sub-Total	\$47,100.00
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TAX	\$4,121.25
INSTALL	\$8,949.00
Budget Total:	\$60,170.25



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City of Escondido
Children's Area Flr2 | Escondido, CA

		Children's Area Flr2			
Area	Qty	Product Details		Pricing	
		Product Image	Manufacturer & Series	Unit Cost	Extended Cost
Kids Computer Area	8		Sit On It Rio Chair Plastic Seat & Back, Sled Base, Armless Chocolate , Chrome Base	\$ 146.64	\$ 1,173.12
	1		SitOnIt Prise Benching Stations 6 Seater, 30"D x 48"W Desks w/ Dividing Screen Folkstone Grey Table Top White Base Link, Ocean Fabric Gr 2	\$ 6,491.76	\$ 6,491.76
Open Area Subtotal:				\$	7,664.88
Tween Area	2		Arcadia TooTheLounge w/ Table Plinth Base, with Power, Grade 1 Fabric **Pricing TBD Depending on Specials** **L Brackets May be Visible** Seat + Back Fabric: Momentum, Dexter, Baltic Vertical Panel: Designtex Tour, Cabin Plinth: Need Samples of Cocoa Maple and Witchcraft	\$ 8,858.94	\$ 17,717.88
	2		Arcadia Scenery Modular Grade 3 Fabric Momentum, Dexter, Baltic	\$ 2,048.20	\$ 4,096.40
	1		Herman Miller OE1 Communal Tables (2) Seated Tables with Divider Metal Screens and Metal Boundary Screen Tabletop: Sandstone Metal Screen: Nightfall	\$ 1,741.82	\$ 1,741.82
	4		Sit On It Rio Chair Plastic Seat & Back, Sled Base, Armless Chocolate , Chrome Base	\$ 146.64	\$ 586.56
Café Subtotal:				\$	24,142.66



elevate your workplace™

City of Escondido
Children's Area Flr2 | Escondido, CA

Area	Qty	Children's Area Flr2			
		Product Details		Pricing	
		Product Image	Manufacturer & Series	Unit Cost	Extended Cost
Open Area	4		Arcadia TooTheLounge w/ Table Plinth Base, Grade 1 Fabric **Pricing TBD Depending on Specials** **L Brackets May be Visible** Seat + Back Fabric: Momentum, Dexter, Baltic Vertical Panel: Designtex Tour, Cabin Plinth: Need Samples of Cocoa Maple and Witchcraft	\$ 8,858.94	\$ 35,435.76
	2		Arcadia Scenery Modular Grade 3 Fabric Momentum, Dexter, Baltic	\$ 2,048.20	\$ 4,096.40
	6		Arcadia Leaf Lounge Chair Rotating Tablet, Metal Legs, Grade 3 Fabric Chrome Base + White Tablet Arm Seat: Designtex - Tour, Cabin Back: Maharam - Lariat, Stella	\$ 1,694.20	\$ 10,165.20
Teen Space Subtotal:				\$	49,697.36
Budget Product Subtotal:				\$	81,504.90
Sales Tax (8.75%)				\$	7,131.68
Grand Total				\$	88,636.58

CITY OF ESCONDIDO



LIBRARY CHILDREN'S STAFF


Image	Qty	Product Description	Model #	Who/Where	Budget
	3	Rio Stool		CHILDREN'S STAFF EMPLOYEES	\$250.00
	SIT ON IT			EXTENDED:	\$750.00



Image	Qty	Product Description	Model #	Who/Where	Budget
	1	Tu Storage		CHILDREN'S STAFF EMPLOYEES	\$5,100.00
	HERMAN MILLER			EXTENDED:	\$5,100.00

Image	Qty	Product Description	Model #	Who/Where	Budget
	5	Mod Desk		CHILDREN'S STAFF EMPLOYEES	\$950.00
	HON COMPANY			EXTENDED:	\$4,750.00

Department Sub-Total					\$10,600.00
-----------------------------	--	--	--	--	--------------------

TAX	\$927.50
INSTALL	\$2,014.00
Budget Total:	\$13,541.50



STAFF REPORT

December 3, 2025
File Number 0470-25

SUBJECT

LIBRARY INFRASTRUCTURE PROJECT BOOKSTACKS PURCHASE

DEPARTMENT

Community Services/Library

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-149 authorizing the purchase of bookstacks for the Library Infrastructure Project.

Staff Recommendation: Approval (Community Services/Library: Joseph Goulart, Director of Public Works)

Presenter: Robert Rhoades, Assistant Director of Community Services

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

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

FISCAL ANALYSIS

There is no impact to the General Fund. The costs are included as a part of the \$10 million Building Forward Library Infrastructure Program Grant

PREVIOUS ACTION

On March 2, 2022, the City Council approved Resolution No. 2022-32 authorizing the Deputy City Manager / Director of Communications & Community Services to submit an application to the California State Library for \$10 million in funding through the Building Forward Library Infrastructure Program Grant and complete all necessary documentation to receive and spend funds should they be awarded.

On September 12, 2022, the City was notified that the application was successful, and that the Escondido Public Library was awarded the maximum amount of \$10 million and removal of a matching funds requirement.

On July 19, 2023, Council approved Resolution No. 2023-86 authorizing the Mayor to execute a Consulting Services Agreement with Griffin Structures in the amount of \$798,000 for project and construction



CITY of ESCONDIDO

STAFF REPORT

management services for the duration of the Escondido Public Library Critical Infrastructure and Modernization Project.

On January 24, 2024, Council approved Resolution No. 2024-06 authorizing the Mayor to execute, on behalf of the City, a Consulting Services Agreement with IDS Group, in an amount not to exceed \$747,000 for design services for the Project.

On May 14, 2025, Council approved Resolution No. 2025-55 awarding a construction contract to Southwest Construction Services Inc. in the amount of \$6,266,583.82 for the Library Infrastructure Project ("Project").

BACKGROUND

A \$10 million Building Forward Library Infrastructure Improvement Grant by the California State Library was awarded to the City of Escondido in September 2022 without a matching funds requirement for the Escondido Public Library. This Project is designed to replace critical infrastructure including lighting, roofing, windows, and HVAC systems throughout the facility.

The Building Forward Library Infrastructure Program has a clearly defined scope with limitations on allowable items. In general, grant funds may only be used for items permanently affixed to the building, including fixed shelves, built in desks, and infrastructure equipment. Items such as furniture, mobile shelving, and other non-affixed equipment items are specifically excluded from the grant. The bookstacks are affixed to the building and therefore are covered under the scope of the grant at a cost of \$393,346.82.

Pursuant to Escondido Municipal Code Chapter 10, Article 5, Section 10-91, the City may utilize a cooperative purchase contract, which has been conducted in a competitive manner by the State, County, or any other Public or Municipal Agency. As a result, the City will be using a competitive solicitation process and awarded Contract No. MA-012-22011062 to Yamada Enterprises. Leveraging this agreement ensures compliance with procurement requirements while providing cost savings and operational efficiency.

RESOLUTIONS

- a) Resolution No. 2025-149

ATTACHMENTS

- a) Attachment "1" – Cost Estimate – First & Second Floor Stacks
- b) Attachment "2" – Cost Estimate – Friends Space Stacks

RESOLUTION NO. 2025-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE PURCHASE OF BOOKSTACKS FOR THE LIBRARY INFRASTRUCTURE PROJECT FROM YAMADA ENTERPRISES BY UTILIZING A COOPERATIVE PURCHASING AGREEMENT THROUGH THE COUNTY OF ORANGE, CALIFORNIA

WHEREAS, the City of Escondido was awarded \$10 million in funding for the Building Forward Library Infrastructure Grant Program by the California State Library; and

WHEREAS, bookstacks are a critical element of library operations to properly house a wide variety of book collections; and

WHEREAS, the bookstacks will be secured in place which the grant allows funding on items permanently affixed to the building; and

WHEREAS, the City will be utilizing cooperative purchasing with the County of Orange, California, and pursuant to Escondido Municipal Code Chapter 10, Article 5, Section 10-91, the City may utilize a cooperative purchase contract, which has been conducted in a competitive manner by the State, County, or any other Public or Municipal Agency; and

WHEREAS, staff recommends purchasing bookstacks from Yamada Enterprises in an amount not to exceed \$393,346.82.

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 and adopts, on behalf of the City, the Cooperative Purchase agreement through GM Business Interiors to purchase bookstacks from Yamada Enterprises in an amount not to exceed \$393,346.82, which includes sales tax, delivery, and other fees.

Attachment "1"

Item7.



FIRST & SECOND FLOOR
ALL STACKS

Date: 11/10/2025

Terms: Per Contract

NOTES:

DIR #1000001651 Permit and Plan Check not included.

1. This quotation is subject to change unless accepted within 30 days from the above date.
2. Shipping dates are approximate and are based upon receipt of all necessary information.
3. Prices quoted do not include direct taxes imposed by Federal, State or Municipal authorities unless stated.
4. A service charge of 1½% per month (18% annum) will be charged on all past due accounts.
5. If paying with credit card, add 3.75% to total.

caesar@yamadaenterprises.com



P.O. Box 1888 Dickson, TN 37056-1888
 Phone (615) 446-8000 Fax (615) 446-7224
 Remit Payment To: P.O. Box306162 Nashville, TN 37230-6162

Sales Quotation

Quoted By				
Chris Blankenship				Q132415
Contact Name	Cust Acct.No	Cust.Phone No.	Cust.Fax No	Cust. E-mail
Caesar	46770	714-843-9882	714-843-9202	admin@yamadaenterprises.com
Quote Date	Valid To	Payment Terms		Estimated Lead
11/11/25	12/11/25	30 Days Net		

Shipping Terms	Ship Via Method	Delivery Options
F.O.B. Dickson, TN 37055, Freight Sold To	Call for Routing	Normal Delivery

Customer Address	Project Name and Destination
Yamada Enterprises 16552 Burke Lane Huntington Beach, CA 92647-4538	Escondido PL 11/11/25 Yamada Enterprises 16552 Burke Lane Huntington Beach, CA 92647-4538

Qty	Catalog Number	Description	Unit Weight	Unit Price
		Type B		
103	W2-4236-TBD	Color TBD 2" Weld Frame 36w x 42h	16	\$188.00
103	MPB2-3624A-TBD	Color TBD 2" DF MP Bse Asm 36w x 24d	31.56	\$344.00
412	BLIB3612A-TBD	Color TBD BL Intgl Adj Sh Assm 35.375x11	10.6314	\$109.00
103	CTD3624-TBD	Color TBD DF Canopy Top Assm 36w x 24.5d	15.62	\$139.00
		Type C		
184	W2-6636-TBD	Color TBD 2" Weld Frame 36w x 66h	20.50	\$220.00
184	MPB2-3624A-TBD	Color TBD 2" DF MP Bse Asm 36w x 24d	31.56	\$344.00
1472	BLIB3612A-TBD	Color TBD BL Intgl Adj Sh Assm 35.375x11	10.6314	\$109.00
184	CTD3624-TBD	Color TBD DF Canopy Top Assm 36w x 24.5d	15.62	\$139.00
		Type E		
11	W2-5436-TBD	Color TBD 2" Weld Frame 36w x 54h	18	\$225.00
11	MPB2-3612A-TBD	Color TBD 2" SF MP Bse Asm 36w x 12d	17.04	\$210.00
33	BLIB3612A-TBD	Color TBD BL Intgl Adj Sh Assm 35.375x11	10.6314	\$109.00
11	CTS2-3612-TBD	Color TBD 2" SF Canopy Top Asm 36 x 12	9.56	\$77.00
		MISC.		
17	WCLIP-TBD	Color TBD Wall Clip 3w x 2d x 1h	0.20	\$2.00
34	WDP2-4224A-TBD	Color TBD DF 2"WF End PanlAsm 25wx42.25h	24.04	\$427.00
56	WDP2-6624A-AUT	Autumn White DF 2"WF End PanlAsm 25wx66.25h	38.04	\$537.00
2	WSP2-5412A-TBD	NEWPART	19.50	\$284.00

Tennsco reserves the right to modify the quote in the face of extraordinary circumstances.

Due to current conditions, we are experiencing longer lead times. Please anticipate a potential delay in your order.

Notes:

Total List

\$458,2

Item7.

WHEN PLACING AN ORDER BASED ON THIS QUOTATION, REFER TO QUOTATION #Q132415
IF ORDERING FROM A DIFFERENT QUOTATION, PLEASE NOTE DIFFERENCES. UNLESS OTHERWISE NOTED, FREIGHT IS NOT INCLUDED.

Subject to sales tax unless a copy of your certificate of resale is on file with our company. If drop shipping within the state of Tennessee, a resale certificate is also required from the user or consumer.

Lead time subject to credit approval.

Freight charges subject to change based on market pricing.

Tennsco reserves the right to modify the quote in the face of extraordinary circumstances.

Due to current conditions, we are experiencing longer lead times. Please anticipate a potential delay in your order.

PRIORITY
Attachment "1"

QUOTATION # 25181-C(A) **Item7.**



16552 Burke Lane, Huntington Beach, CA 92647-4538
(714) 843-9882 • (800) 444-4594 • FAX (714) 843-9202

**1ST FLOOR OPTION-A
WALL SHELVES**

To: City of Escondido

Date: 11/3/2025

Job Location: Escodndido CA

Est. Lead Time: 120 Days

Freight: Included

F.O.B.: Destination

Terms: Per Contract

ITEM	QTY.	PART NO.	DESCRIPTION	UNIT PRICE	EXTENSION
			Escondido Public Library		
			Estey Steel Library Bookstacks		
1.	1		Lot of steel library bookstacks per the attached manufacturer's quotation showing current list price:	30,546.00	\$ 30,546.00

NOTES:

Pricing per Orange County Contract #MA-012-22011062, 3/9/22 through 3/9/27. Color is Estey standard. Kick Plate to be Black. Shelving layout per Yamada drawings dated 10/27/25. Pricing based on the use of an elevator. Hand carry of material to the second floor is extra cost.

DIR #1000001651 Permit and Plan Check not included.

			LIST PRICE		\$ 30,546.00
			O.C. DISCOUNT	25%	\$ (7,636.50)
			SUB-TOTAL		\$ 22,909.50
			ADDITIONAL DISCOUNT	18%	\$ (4,123.71)
			SUB-TOTAL		\$ 18,785.79
			SALES TAX	8.75%	\$ 1,643.76
			FREIGHT		included
			INSTALLATION		\$ 3,335.00
			TOTAL		\$ 23,764.55

1. This quotation is subject to change unless accepted within 30 days from the above date.
2. Shipping dates are approximate and are based upon receipt of all necessary information.
3. Prices quoted do not include direct taxes imposed by Federal, State or Municipal authorities unless stated.
4. A service charge of 1½% per month (18% annum) will be charged on all past due accounts.
5. If paying with credit card, add 3.75% to total.

Caesar Lara

Caesar Lara

caesar@yamadaenterprises.com



P.O. Box 1888 Dickson, TN 37056-1888
 Phone (615) 446-8000 Fax (615) 446-7224
 Remit Payment To: P.O. Box 306162 Nashville, TN 37230-6162

Sales Quotation

Quoted By		
Chris Blankenship		Q132229

Contact Name	Cust Acct.No	Cust.Phone No.	Cust.Fax No	Cust. E-mail
Caesar	46770	714-843-9882	714-843-9202	admin@yamadaenterprises.com

Quote Date	Valid To	Payment Terms	Estimated Lead
11/03/25	12/03/25	30 Days Net	

Shipping Terms	Ship Via Method	Delivery Options
F.O.B. Dickson, TN 37055, Freight Pre Pay and Add	XPO Logistics	Normal Delivery

Customer Address	Project Name and Destination
Yamada Enterprises 16552 Burke Lane Huntington Beach, CA 92647-4538	Escondido PL Opt A Escondido, CA 92025

Qty	Catalog Number	Description	Unit Weight	Unit Price
		Type D		
22	W2-8436-TBD	Color TBD 2" Weld Frame 36w x 84h	24	\$248.00
22	MPB2-3612A-TBD	Color TBD 2" SF MP Bse Asm 36w x 12d	17.04	\$210.00
132	BLIB3612A-TBD	Color TBD BL Intgl Adj Sh Assm 35.375x11	10.6314	\$109.00
22	CTS2-3612-TBD	Color TBD 2" SF Canopy Top Asm 36 x 12	9.56	\$77.00
2	W2-8430-TBD	Color TBD 2" Weld Frame 30w x 84h	23	\$248.00
2	MPB2-3012AY-TBD	Color TBD 2" SF MP Bse Asm 30w x 12d No Lvlr	15.24	\$210.00
12	BLIB3012A-TBD	Color TBD BL Intgl Adj Sh Assm 29.375x11	9.4314	\$109.00
2	CTS2-3012-TBD	Color TBD 2" SF Canopy Top Asm 30 x 12	8.26	\$77.00
		MISC.		
36	WCLIP-TBD	Color TBD Wall Clip 3w x 2d x 1h	0.20	\$2.00
6	WSP2-8412A-TBD	Color TBD SF 2" WF EdPnl Asm 14wx84.25h	26.04	\$323.00

Notes:

Total List \$30,546.00

Tennsco reserves the right to modify the quote in the face of extraordinary circumstances.

Due to current conditions, we are experiencing longer lead times. Please anticipate a potential delay in your order.

DATE: 11-10-25

SUBMITTAL

PROJECT NAME:

ESCONDIDO PUBLIC LIBRARY

PROJECT ADDRESS:

**239 S. KALMIA STREET
ESCONDIDO CA 92025**

SECTION:

LIBRARY SHELVING

PRODUCT:

TENNSCO CORP. / ESTEY SHELVING

TABLE OF CONTENTS:

- ◆ COVER SHEET
- ◆ FINISH SCHEDULE
- ◆ ELEVATIONS & ANCHORING DETAILS
- ◆ COLOR SELECTOR
- ◆ FLOOR PLAN



YAMADA
ENTERPRISES

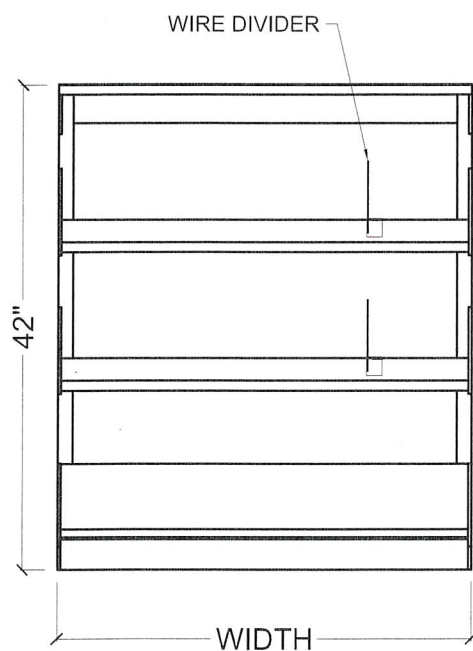
16552 Burke Lane, Huntington Beach, CA 92647
(714)843-9882 ◆ (800)444-4594 ◆ FAX (714)843-9202

FINISH SCHEDULE:

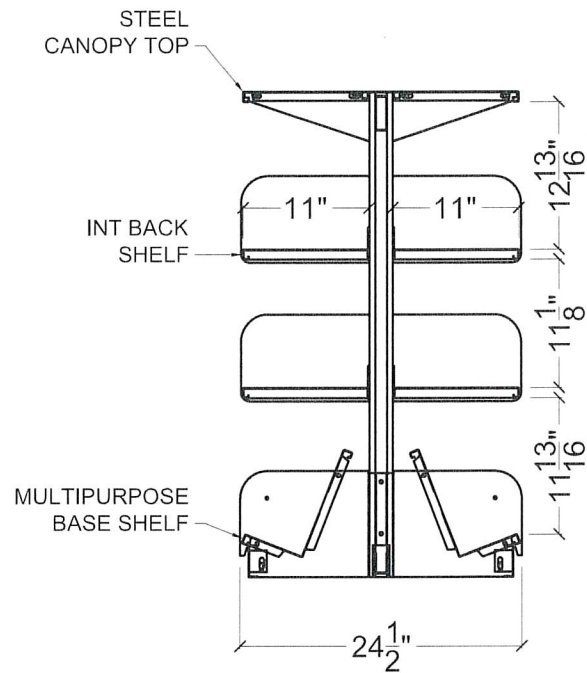
COLOR OF SHELVING & END PANELS:

SHELVING: PAINT: [PLEASE ADVISE ESTEY PAINT COLOR]KICK STRIP: PAINT: [PLEASE ADVISE BLACK OR SAME COLOR AS SHELVING?]

16552 Burke Lane, Huntington Beach, CA 92647
(714)843-9882 ♦ (800)444-4594 ♦ FAX (714)843-9202



- FRONT VIEW -



- SECTION VIEW -

QTY: 103 (36"W)

QTY: 6 (36"W) - OPTION (B)

PROJECT:

ESCONDIDO PUBLIC LIBRARY

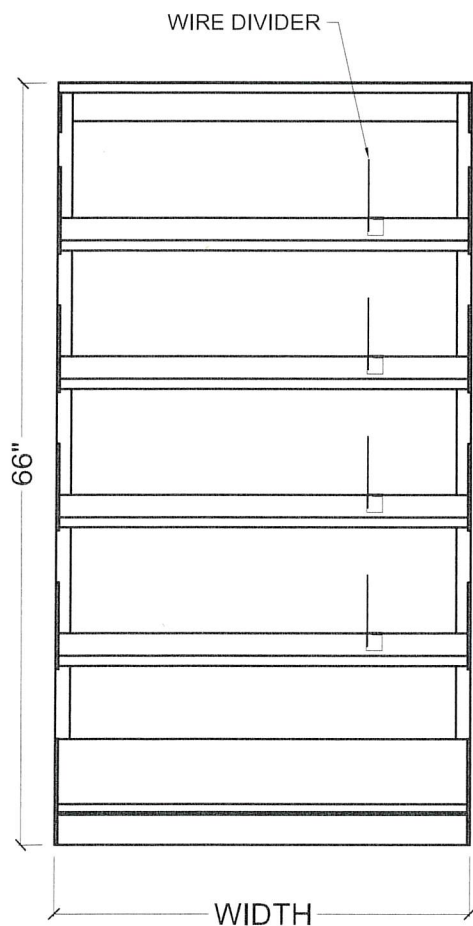
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BOOKSTACK TYPE: B

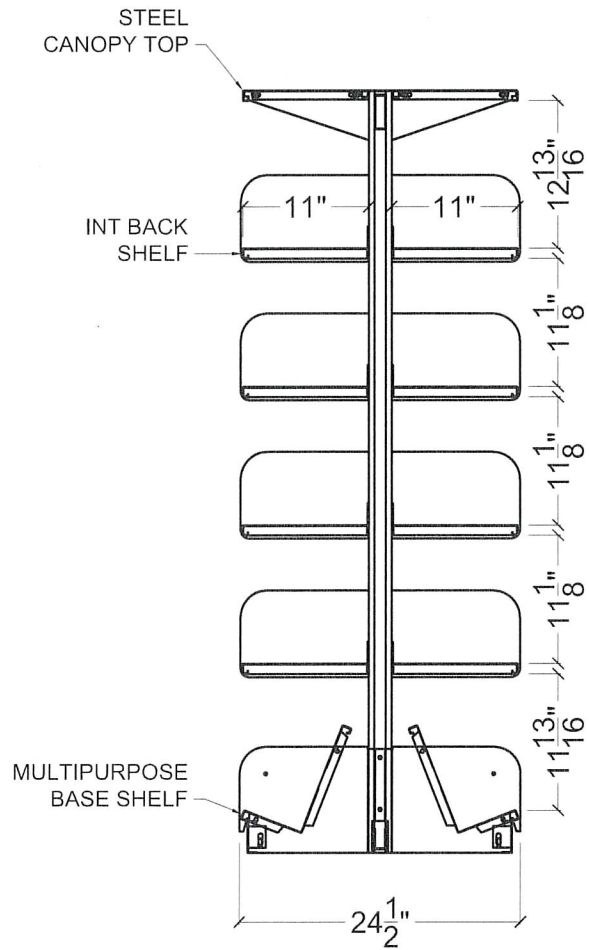
YAMADA
ENTERPRISES
LIBRARY INTERIORS

16552 Burke Lane Huntington Beach, CA 92647
(800) 444-4594 FAX (714) 843-9202

NO	REVISION	DATE
-	-	-
-	-	-
DRAWN BY:		C.L.
DATE:		11-10-25
SCALE:		3/4"=1'-0"
SHEET:		B



- FRONT VIEW -



- SECTION VIEW -

QTY: 184 (36"W)

PROJECT:

ESCONDIDO PUBLIC LIBRARY

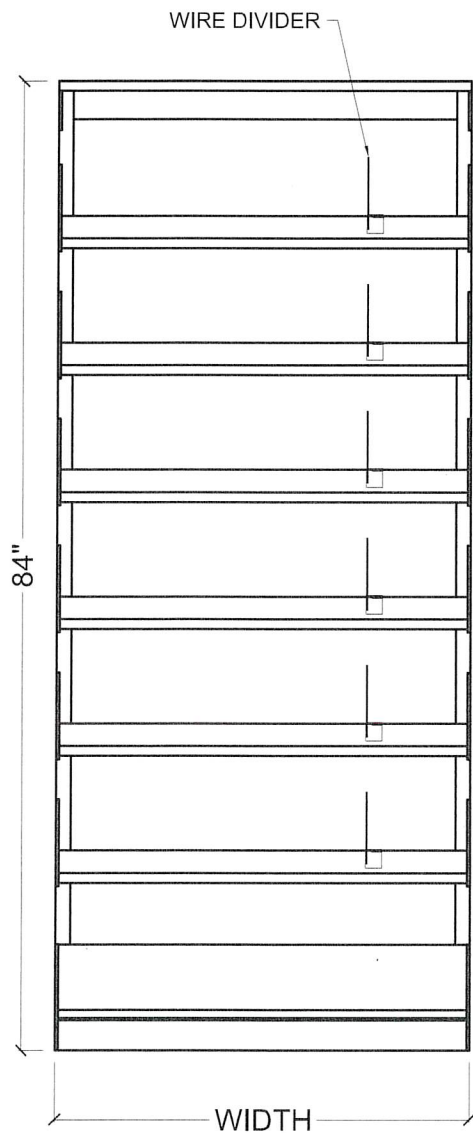
DESCRIPTION:

BOOKSTACK TYPE: C

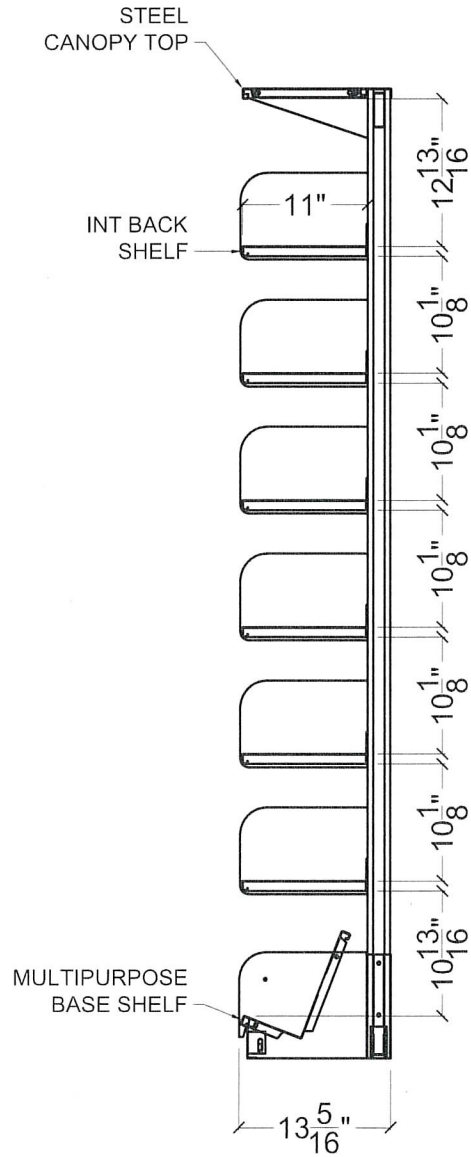
YAMADA
ENTERPRISES
LIBRARY INTERIORS

16552 Burke Lane Huntington Beach, CA 92647
(800) 444-4594 FAX (714) 843-9202

NO	REVISION	DATE
-	-	-
-	-	-
DRAWN BY:		C.L.
DATE:		11-10-25
SCALE:		3/4"=1'-0"
SHEET:		C



- FRONT VIEW -



- SECTION VIEW -

QTY: 22 (36"W) - OPTION (A)

QTY: 2 (30"W) - OPTION (A)

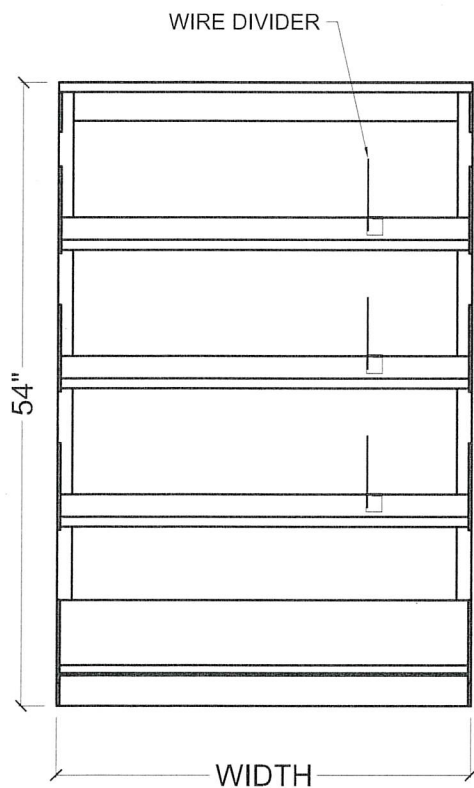
PROJECT:

ESCONDIDO PUBLIC LIBRARY

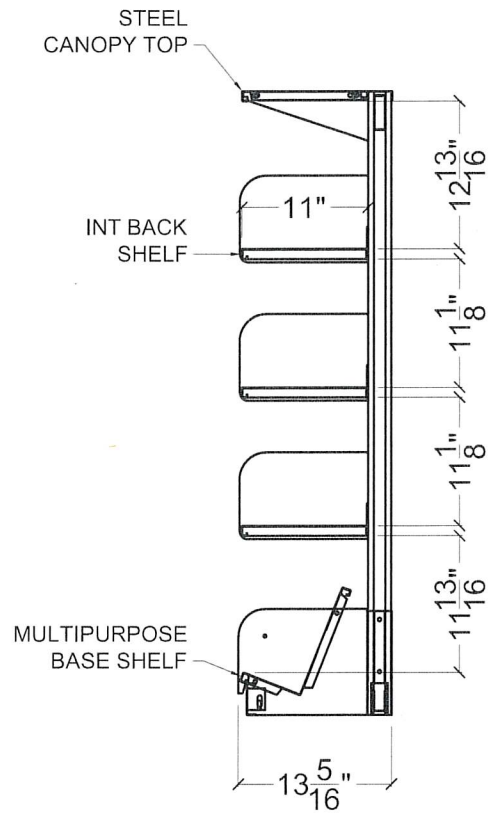
DESCRIPTION:

BOOKSTACK TYPE: D**YAMADA**ENTERPRISES
LIBRARY INTERIORS16552 Burke Lane Huntington Beach, CA 92647
(800) 444-4594 FAX (714) 843-9202

NO	REVISION	DATE
-	-	-
-	-	-
DRAWN BY:		C.L.
DATE:		11-10-25
SCALE:		3/4"=1'-0"
SHEET:		D



- FRONT VIEW -



- SECTION VIEW -

QTY: 11 (36"W)

PROJECT:

ESCONDIDO PUBLIC LIBRARY

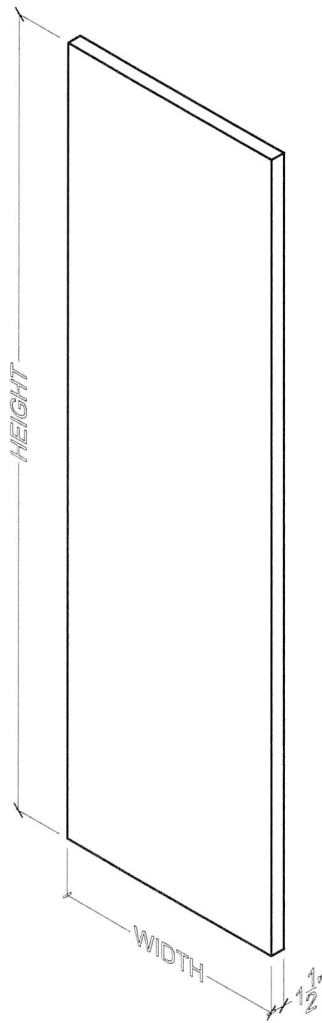
DESCRIPTION:

BOOKSTACK TYPE: E

YAMADA
ENTERPRISES
LIBRARY INTERIORS

16552 Burke Lane Huntington Beach, CA 92647
(800) 444-4594 FAX (714) 843-9202

NO	REVISION	DATE
-	-	-
-	-	-
DRAWN BY:		C.L.
DATE:		11-10-25
SCALE:		3/4"=1'-0"
SHEET:		E



3D VIEW

ITEM	QTY	WIDTH x HEIGHT
②	34	25" x 42-1/4"
③	56	25" x 66-1/4"
④	6	14" x 84-1/4" - OPTION (A)
⑤	4	25" x 42-1/4" - OPTION (B)
⑥	2	14" x 54-1/4"

PROJECT:

ESCONDIDO PUBLIC LIBRARY

DESCRIPTION:

END PANEL



YAMADA
ENTERPRISES
LIBRARY INTERIORS

16552 Burke Lane Huntington Beach, CA 92647
(800) 444-4594 FAX (714) 843-9202

NO	REVISION	DATE
—	—	—
—	—	—
DRAWN BY:		C.L.
DATE:		11-10-25
SCALE:	SHEET:	
3/4"=1'-0"	E.P.	

PRIORITY
Attachment "2"

QUOTATION # 25181-C(FREINDS)

Item7.



16552 Burke Lane, Huntington Beach, CA 92647-4538
(714) 843-9882 • (800) 444-4594 • FAX (714) 843-9202

**1ST FLOOR
FRIENDS SPACE**

To: City of Escondido

Date: 11/3/2025

Job Location: Escodndido CA

Est. Lead Time: 120 Days

Freight: Included

F.O.B.: Destination

Terms: Per Contract

ITEM	QTY.	PART NO.	DESCRIPTION	UNIT PRICE	EXTENSION
			Escondido Public Library		
			Estey Steel Library Bookstacks		
1.	1		Lot of steel library bookstacks per the attached manufacturer's quotation showing current list price:	39,158.00	\$ 39,158.00
NOTES:					
Pricing per Orange County Contract #MA-012-22011062, 3/9/22 through 3/9/27. Color is Estey standard. Kick Plate to be Black. Shelving layout per Yamada drawings dated 10/27/25. Pricing based on the use of an elevator. Hand carry of material to the second floor is extra cost.					
DIR #1000001651 Permit and Plan Check not included.					
			LIST PRICE		\$ 39,158.00
			O.C. DISCOUNT	25%	\$ (9,789.50)
			SUB-TOTAL		\$ 29,368.50
			ADDITIONAL DISCOUNT	18%	\$ (5,286.33)
			SUB-TOTAL		\$ 24,082.17
			SALES TAX	8.75%	\$ 2,107.19
			FREIGHT		included
			INSTALLATION		\$ 3,795.00
			TOTAL		\$ 29,984.36

1. This quotation is subject to change unless accepted within 30 days from the above date.
2. Shipping dates are approximate and are based upon receipt of all necessary information.
3. Prices quoted do not include direct taxes imposed by Federal, State or Municipal authorities unless stated.
4. A service charge of 1½% per month (18% annum) will be charged on all past due accounts.
5. If paying with credit card, add 3.75% to total.

Caesar Lara

Caesar Lara

caesar@yamadaenterprises.com



P.O. Box 1888 Dickson, TN 37056-1888
 Phone (615) 446-8000 Fax (615) 446-7224
 Remit Payment To: P.O. Box 306162 Nashville, TN 37230-6162

Sales Quotation

Quoted By				
Megan Estes				Q132232-1

Contact Name	Cust Acct.No	Cust.Phone No.	Cust.Fax No	Cust. E-mail
Caesar	46770	714-843-9882	714-843-9202	admin@yamadaenterprises.com

Quote Date	Valid To	Payment Terms	Estimated Lead
11/04/25	12/04/25	30 Days Net	

Shipping Terms	Ship Via Method	Delivery Options
F.O.B. Dickson, TN 37055, Freight Pre Pay and Add	XPO Logistics	Normal Delivery

Customer Address	Project Name and Destination
Yamada Enterprises 16552 Burke Lane Huntington Beach, CA 92647-4538	Escondido PL Friends Shop REV #1 Escondido, CA 92025

Qty	Catalog Number	Description	Unit Weight	Unit Price
		Type C		
4	W2-6636-TBD	Color TBD 2" Weld Frame 36w x 66h	20.50	\$220.00
4	MPB2-3624A-TBD	Color TBD 2" DF MP Bse Asm 36w x 24d	31.56	\$344.00
32	BLIB3612A-TBD	Color TBD BL Intgl Adj Sh Assm 35.375x11	10.6314	\$109.00
4	CTD3624-TBD	Color TBD DF Canopy Top Assm 36w x 24.5d	15.62	\$139.00
		Type D		
21	W2-8436-TBD	Color TBD 2" Weld Frame 36w x 84h	24	\$248.00
21	MPB2-3612A-TBD	Color TBD 2" SF MP Bse Asm 36w x 12d	17.04	\$210.00
126	BLIB3612A-TBD	Color TBD BL Intgl Adj Sh Assm 35.375x11	10.6314	\$109.00
21	CTS2-3612-TBD	Color TBD 2" SF Canopy Top Asm 36 x 12	9.56	\$77.00
3	W2-8430-TBD	Color TBD 2" Weld Frame 30w x 84h	23	\$248.00
3	MPB2-3012AY-TBD	Color TBD 2" SF MP Bse Asm 30w x 12d No Lvlr	15.24	\$210.00
18	BLIB3012A-TBD	Color TBD BL Intgl Adj Sh Assm 29.375x11	9.4314	\$109.00
3	CTS2-3012-TBD	Color TBD 2" SF Canopy Top Asm 30 x 12	8.26	\$77.00
		MISC.		
36	WCLIP-TBD	Color TBD Wall Clip 3w x 2d x 1h	0.20	\$2.00
2	WDP2-6624A-TBD	Color TBD DF 2" WF End Panl Asm 25wx66.25h	38.04	\$537.00
6	WSP2-8412A-TBD	Color TBD SF 2" WF EdPnl Asm 14wx84.25h	26.04	\$323.00
2	SCF2-8412A-TBD	Color TBD 2" WFCrnrFI Asm 14.25x14.25x84.5	31.34	\$619.00

Tennsco reserves the right to modify the quote in the face of extraordinary circumstances.

Due to current conditions, we are experiencing longer lead times. Please anticipate a potential delay in your order.

Notes:

Total List

\$39,1

Item 7.

WHEN PLACING AN ORDER BASED ON THIS QUOTATION, REFER TO QUOTATION #Q132232-1
IF ORDERING FROM A DIFFERENT QUOTATION, PLEASE NOTE DIFFERENCES. UNLESS OTHERWISE NOTED, FREIGHT IS NOT INCLUDED.

Subject to sales tax unless a copy of your certificate of resale is on file with our company. If drop shipping within the state of Tennessee, a resale certificate is also required from the user or consumer.

Lead time subject to credit approval.

Freight charges subject to change based on market pricing.

Tennsco reserves the right to modify the quote in the face of extraordinary circumstances.

Due to current conditions, we are experiencing longer lead times. Please anticipate a potential delay in your order.

FRIENDS
LAYOUT

REV. #: _____ DATE: _____
REV. #: _____ DATE: _____
REV. #: _____ DATE: _____

DATE: 10-27-25

SUBMITTAL

PROJECT NAME:
ESCONDIDO PUBLIC LIBRARY (FRIENDS SHOP)

PROJECT ADDRESS:
**239 S. KALMIA STREET
ESCONDIDO CA 92025**

SECTION:
LIBRARY SHELVING

PRODUCT:
TENNSCO CORP. / ESTEY SHELVING

TABLE OF CONTENTS:

- ♦ COVER SHEET
- ♦ FINISH SCHEDULE
- ♦ ELEVATIONS & ANCHORING DETAILS
- ♦ COLOR SELECTOR
- ♦ FLOOR PLAN



16552 Burke Lane, Huntington Beach, CA 92647
(714)843-9882 ♦ (800)444-4594 ♦ FAX (714)843-9202

FINISH SCHEDULE:

COLOR OF SHELVING, END PANELS & CORNER FILLERS:

SHELVING: PAINT: [PLEASE ADVISE ESTEY PAINT COLOR]

KICK STRIP: PAINT: [PLEASE ADVISE BLACK OR SAME COLOR AS SHELVING?]



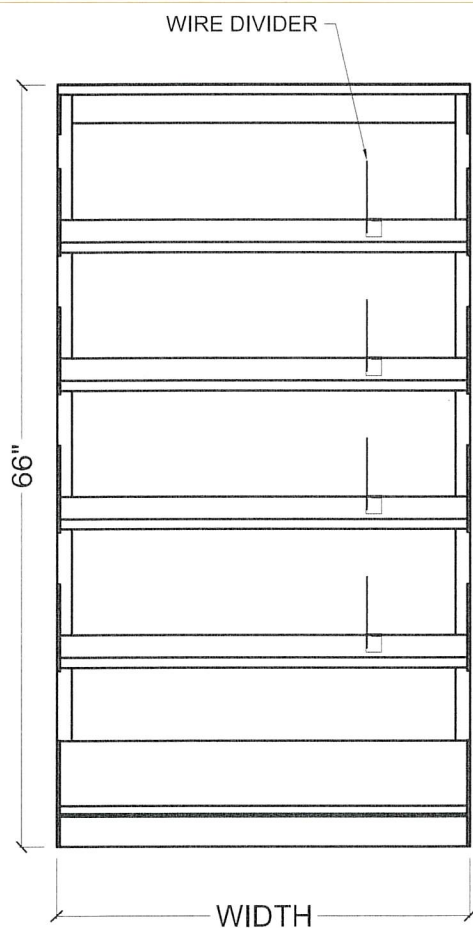
16552 Burke Lane, Huntington Beach, CA 92647
(714)843-9882 ♦ (800)444-4594 ♦ FAX (714)843-9202

ECT
35

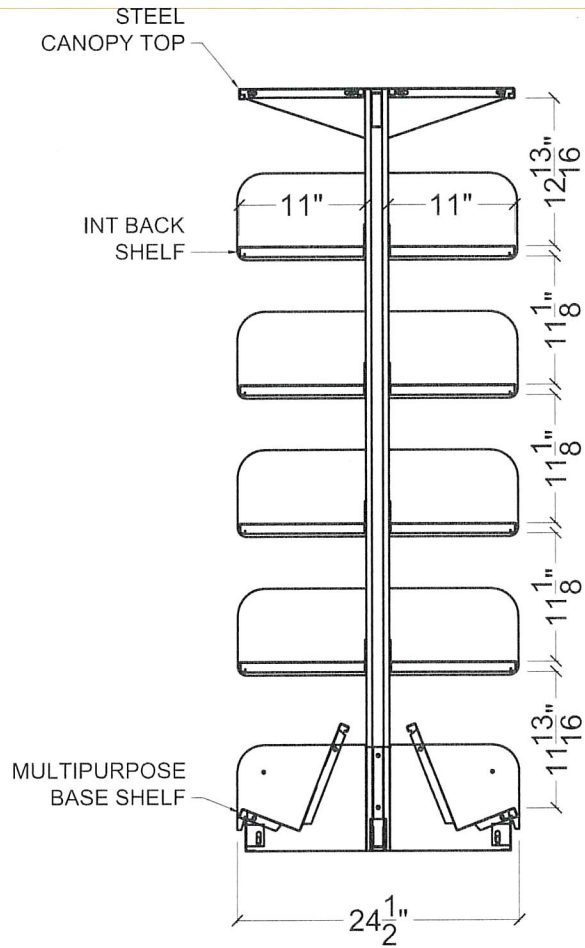


**FRIENDS
SHOP**

121



- FRONT VIEW -



- SECTION VIEW -

QTY: 4 (36"W)

PROJECT:

ESCONDIDO PUBLIC LIBRARY
FRIENDS SHOP

DESCRIPTION:

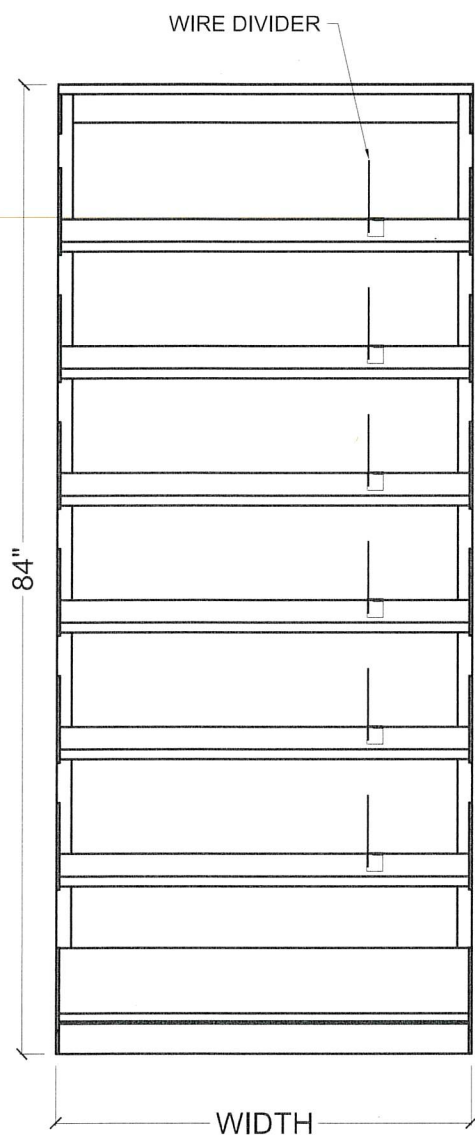
BOOKSTACK TYPE: C



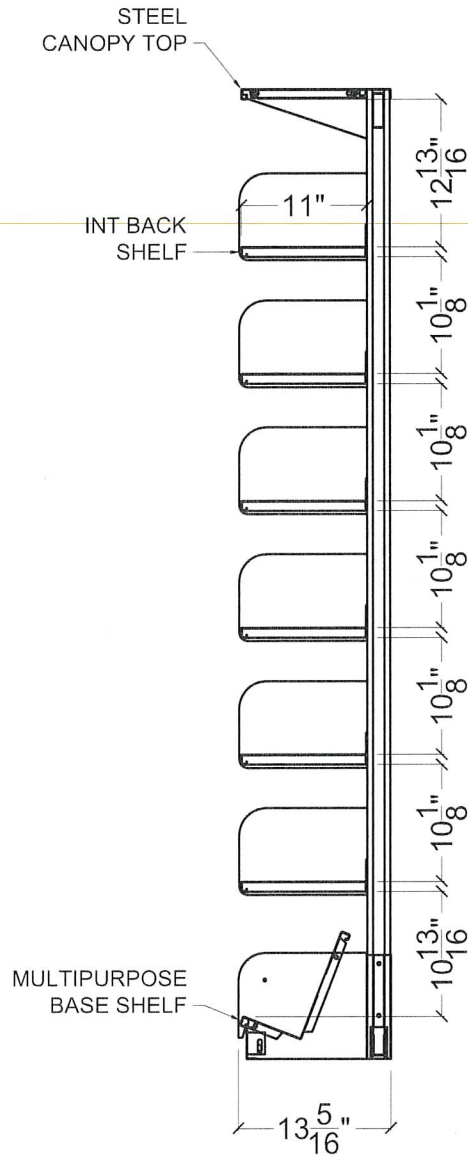
YAMADA
 ENTERPRISES
 LIBRARY INTERIORS

16552 Burke Lane Huntington Beach, CA 92647
 (800) 444-4594 FAX (714) 843-9202

NO	REVISION	DATE
-	-	-
-	-	-
DRAWN BY:		C.L.
DATE:		10-27-25
SCALE:		3/4"=1'-0"
SHEET:		C



- FRONT VIEW -



- SECTION VIEW -

QTY: 21 (36"W)

QTY: 3 (30"W)

PROJECT:

ESCONDIDO PUBLIC LIBRARY
FRIENDS SHOP

DESCRIPTION:

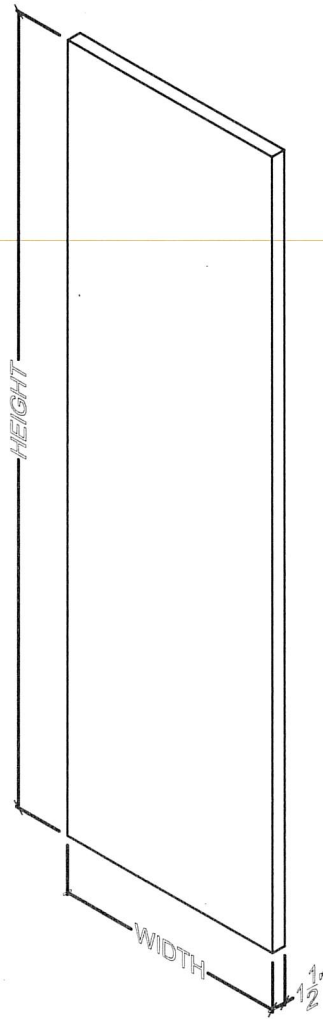
BOOKSTACK TYPE: D



YAMADA
 ENTERPRISES
 LIBRARY INTERIORS

16552 Burke Lane Huntington Beach, CA 92647
 (800) 444-4594 FAX (714) 843-9202

NO	REVISION	DATE
-	-	-
-	-	-
DRAWN BY:		C.L.
DATE:		10-27-25
SCALE:		3/4"=1'-0"
SHEET:		D



3D VIEW

ITEM	QTY	WIDTH x HEIGHT
③	2	25" x 66-1/4"
④	6	14" x 84-1/4"

PROJECT:

**ESCONDIDO PUBLIC LIBRARY
FRIENDS SHOP**

DESCRIPTION:

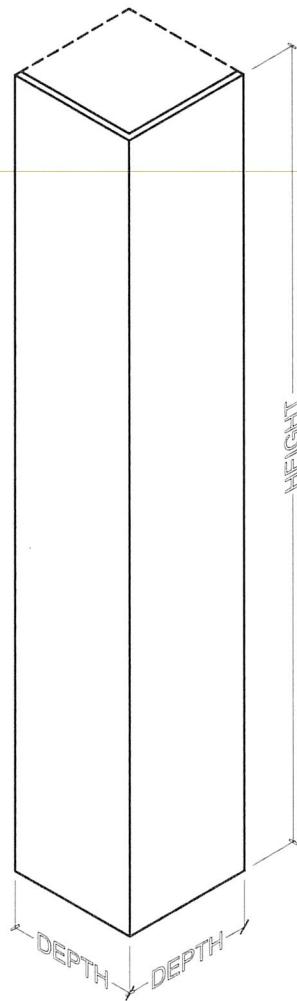
END PANEL



YAMADA
ENTERPRISES
LIBRARY INTERIORS

16552 Burke Lane Huntington Beach, CA 92647
(800) 444-4594 FAX (714) 843-9202

NO	REVISION	DATE
-	-	-
-	-	-
DRAWN BY:		C.L.
DATE:		10-27-25
SCALE:	3/4"=1'-0"	SHEET: E.P.



3D VIEW

ITEM	QTY	DEPTH x DEPTH x HEIGHT
1	2	14-1/4" x 14-1/4" x 84-1/2"

PROJECT:

**ESCONDIDO PUBLIC LIBRARY
FRIENDS SHOP**

DESCRIPTION:

CORNER FILLER



YAMADA
ENTERPRISES
LIBRARY INTERIORS

16552 Burke Lane Huntington Beach, CA 92647
(800) 444-4594 FAX (714) 843-9202

NO	REVISION	DATE
-	-	-
-	-	-
DRAWN BY:		C.L.
DATE:		10-27-25
SCALE:	3/4"=1'-0"	SHEET: C.F.



STAFF REPORT

December 3, 2025
File Number 0910-10

SUBJECT

LIBRARY INFRASTRUCTURE PROJECT CHANGE ORDER

DEPARTMENT

Community Services/Library

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-150 authorizing the Mayor to execute a change order in the amount of \$815,000 for the Library Infrastructure Project.

Staff Recommendation: Approval (Community Services/Library: Joseph Goulart, Director of Public Works)

Presenter: Robert Rhoades, Assistant Director of Community Services

ESSENTIAL SERVICE – Yes, Public Works/Infrastructure

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

FISCAL ANALYSIS

The City of Escondido received a \$10M Building Forward Library Infrastructure Program Grant to replace critical infrastructure including lighting, windows, roof, and HVAC systems. The grant allows for consulting, labor, and materials. It excludes furniture, fixtures, equipment, and certain technology items.

The City Council approved a budget adjustment for \$815,000 of Capital funding from the General Fund to increase the Library Infrastructure Project budget to cover the cost of replacing the windows not originally included with the Building Forward Library Infrastructure Program Grant.

PREVIOUS ACTION

On March 2, 2022, the City Council approved Resolution No. 2022-32 authorizing the Deputy City Manager / Director of Communications & Community Services to submit an application to the California State Library for \$10 million in funding through the Building Forward Library Infrastructure Program Grant and complete all necessary documentation to receive and spend funds should they be awarded.



CITY of ESCONDIDO

STAFF REPORT

On September 12, 2022, the City was notified that the application was successful, and that the Escondido Public Library was awarded the maximum amount of \$10 million and removal of a matching funds requirement.

On July 19, 2023, Council approved Resolution No. 2023-86 authorizing the Mayor to execute a Consulting Services Agreement with Griffin Structures in the amount of \$798,000 for project and construction management services for the duration of the Escondido Public Library Critical Infrastructure and Modernization Project. This agreement was ended in June 2025 due to redundancy with City staff project management duties and responsibilities.

On January 24, 2024, Council approved Resolution No. 2024-06 authorizing the Mayor to execute, on behalf of the City, a Consulting Services Agreement with IDS Group, in an amount not to exceed \$747,000 for design services for the Project. A First Amendment to the agreement was processed increasing the project by \$150,000.

On May 14, 2025, Council approved Resolution No. 2025-55 awarding a construction contract to Southwest Construction Services Inc. in the amount of \$6,266,583.82 for the Library Infrastructure Project. As identified in the resolution, a change order was processed by the Director of Public Works increasing the contract amount by \$622,000.

On October 15, 2025, Council approved a budget adjustment of \$815,000 to complete the replacement of windows that were not originally included in the Library Infrastructure Project.

BACKGROUND

In September 2022, the City of Escondido was awarded a \$10 million Building Forward Library Infrastructure Improvement Grant from the California State Library. This funding, provided without a matching requirement, was designated to address critical infrastructure needs at the Escondido Public Library, including replacement of lighting, roofing, windows, and HVAC systems.

While the original project scope included significant upgrades, not all windows were covered under the grant. To ensure full modernization and improved energy efficiency, staff recommended replacing the remaining windows. On October 15, 2025, the City Council approved a budget adjustment of \$815,000 from the General Fund to complete this work. This change order will allow the contractor to finish comprehensive window replacement as part of the ongoing Library Infrastructure Project, aligning with the City's commitment to enhancing public facilities.

RESOLUTIONS

- a) Resolution No. 2025-150



CITY *of* ESCONDIDO

STAFF REPORT

ATTACHMENTS

- a) Attachment "1"—Library Infrastructure Project Change Order - Windows

RESOLUTION NO. 2025-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A CHANGE ORDER WITH SOUTHWEST CONSTRUCTION SERVICES INC. FOR THE LIBRARY INFRASTRUCTURE PROJECT TO COMPLETE THE REPLACEMENT OF WINDOWS

WHEREAS, the City of Escondido was awarded \$10 million in funding for the Building Forward Library Infrastructure Grant Program by the California State Library; and

WHEREAS, the project is designed to replace critical infrastructure including lighting, roofing, windows, and HVAC systems; and

WHEREAS, Southwest Construction Services Inc. was selected as the lowest responsive and responsible bidder; and

WHEREAS, the City desires and it is in the best public interest to replace all windows at the Escondido Public Library; and

WHEREAS, staff recommends processing a change order for window replacement with Southwest Construction Services Inc. in an amount not to exceed \$815,000.

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 a construction change order for window replacement in an amount not to exceed \$815,000.

City of Escondido
Public Works
201 N. Broadway
Escondido, CA 92025
Phone: 760-839-4668

Date: **12/3/2025**

PROJECT: Library Infrastructure Improvement Project

PO#: 144

ACCOUNT #:

CONTRACT CHANGE ORDER: 4 & 18

CONTRACTOR: **SWCS, South West Construction Services II**

TITLE:

Replacement of store front windows including Store front, Big pane windows surrounding building, back office winiows, 2nd floor back office windows

DESCRIPTION OF CHANGE:

CO No. 004 ADD #1 / Convert (9) Exterior windows to large 3 bay windows, including (9) side waindows	\$295,967.90
CO No. 018 ADD #2 / Arched windows and back office windows east side of building	\$142,979.00
CO No. 018 ADD #3 / back office north side 2nd floor back door and adjacent windows	\$ 73,989.00
CO No. 018 ADD #4 / Replace store front windowes (front of library)	\$174,906.00

This change will **INCREASE** the contract amount.

Based On:

Agreed Lump Sum	X	Original Contract	\$6,266,583.82
Time and Material	N/A	Current Contract	\$6,888,950.82
Time Extension	N/A	Amount Due	\$815,000.00
Bid Unit Price	N/A	Amended Contract	\$7,703,950.82

To be paid: \$815,000.00

CONTRACTOR

Signature: _____

Print Name: Dane White

Approved By:

CITY OF ESCONDIDO

Signature:

Print Name: Ed Vasquez

Signature:

Print Name: Joseph Goulart

Title: Mayor - City of Escondido

Title: Construction / Project Manager

Title: Director of Public Works

Date: _____

Date: _____

Date: _____



STAFF REPORT

December 3, 2025
File Number 1115-30

SUBJECT

SAN DIEGO SENIORS COMMUNITY FOUNDATION HOLIDAY GRANT

DEPARTMENT

Community Services Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-157 authorizing the Assistant Director of Community Services to receive a \$4,475 grant from the San Diego Seniors Community Foundation for the *No Seniors Alone for the Holidays* Grant.

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

Presenter: Robert Rhoades, Assistant Director of Community Services

ESSENTIAL SERVICE – No

COUNCIL PRIORITY –

FISCAL ANALYSIS

There is no impact to the General Fund and acceptance of the grant does not require matching funds.

PREVIOUS ACTION

This has been an annual grant from the San Diego Seniors Community Foundation since 2021. The City Council accepted the proceeding year's grants under Resolution Nos. 2023-163 and 2024-180.

BACKGROUND

The City of Escondido has been awarded \$4,475 from the San Diego Seniors Community Foundation as a part of the *No Seniors Alone for the Holidays Grant Program*. These funds will support seasonal programming that will reduce social isolation among seniors during the holidays (December 2025) by providing engaging, festive events that foster social connections and a sense of community. These holiday activities and events include:



CITY of ESCONDIDO

STAFF REPORT

Mugs & Movie Monday

Seniors will begin the week with a guided ceramic mug-painting session in partnership with Adrianna of the Art Café, providing each participant with a personalized keepsake that extends beyond the holiday season. The activity will include a festive hot chocolate bar and seasonal music, creating a welcoming environment that encourages creativity and social interaction. In the afternoon, participants will gather for a holiday film with fresh popcorn, offering a nostalgic and comforting experience that promotes conversation and connection.

Tunes & Trivia Tuesday

In partnership with a local high school choir, the center will host a live holiday music performance that fills the space with festive spirit and creates a meaningful intergenerational experience. This collaboration allows seniors to feel celebrated while building connections with the wider community. In the afternoon, participants will form small teams to enjoy a holiday-themed trivia game, with prizes adding excitement and fun.

Santa Walk Wednesday

Seniors will participate in a festive “Santa Walk” event designed to promote both wellness and holiday spirit. Each participant will receive a Santa hat, holiday t-shirt, and medal, adding excitement and a sense of accomplishment to the experience. The walk will take place around the center, encouraging light physical activity while creating a cheerful atmosphere filled with laughter and camaraderie.

Two-step Thursday

Seniors will gather for a festive afternoon of line dancing led by professional instructor Dan Moon, set to lively country music. The activity is designed to be lighthearted and inclusive, allowing participants to engage at their own comfort level while promoting movement and physical wellness.

Festive Finale Friday

The day will begin with a light continental breakfast, giving seniors the opportunity to share conversation and build connections in a festive setting with holiday music in the Auditorium. Following breakfast, each participant will be surprised with a holiday gift bag filled with essential items and seasonal treats, ensuring every senior feels remembered and cared for during the season. Seniors will also be able to pick up the personalized ornaments they created earlier in the month, adding a meaningful keepsake to their holiday experience.

RESOLUTIONS

- a) Resolution No. 2025-157

ATTACHMENTS

- a) Attachment “1”—Budget Adjustment
- b) Attachment “2”—San Diego Seniors Community Foundation Award Letter

RESOLUTION NO. 2025-157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE ASSISTANT DIRECTOR OF COMMUNITY SERVICES TO RECEIVE A \$4,475 GRANT FROM THE SAN DIEGO SENIORS COMMUNITY FOUNDATION

WHEREAS, the City of Escondido recognizes that older adults with no family or nearby support system creates a significant issue of isolation among seniors; and

WHEREAS, the Older Adult Services Division of the Community Services Department offers outreach and support to isolated seniors through socially connected programming and socialization events to reduce feelings of isolation and loneliness during the holiday season; and

WHEREAS, the San Diego Seniors Community Foundation is dedicated to increase awareness and action toward issues impacting seniors and to increase philanthropy to senior-focused organizations; and

WHEREAS, the Director of Public Works recommends the acceptance of \$4,475 No Senior Alone for the Holidays Grant from the San Diego Seniors Community Foundation.

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 Assistant Director of Community Services, or his designee, to execute all necessary documents, in forms approved by the City Attorney's Office, to accept all grant funds.

3. That the City Council approves of any necessary budget adjustments to expend funds received for the purposes stated herein.

4. The Community Services Department shall expend \$4,475 grant funds in accordance with the terms and requirements of the grant agreement.



BUDGET ADJUSTMENT REQUEST

Department:	Community Services Department	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Robert Rhoades	
City Council Meeting Date: (attach staff report)	12/03/2025	

EXPLANATION OF REQUEST

Acceptance of \$4,475 grant from the San Diego Seniors Community Foundation for the <i>No Senior Alone for the Holidays Program</i> . The grant will fund holiday socialization efforts for older adults during the month of December.
--

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Miscellaneous Agencies	4121-401-New Project	\$4,475.00	
San Diego Seniors Community Foundation	0000-401-New Project	\$4,475.00	

APPROVALS

Signed by: CC1EF06CECF5450...		Signed by: C0C8E98A934247C...	
11/10/2025		11/10/2025	
DEPARTMENT HEAD	DATE	FINANCE	DATE

Board of Directors

October 28, 2025

Ted Chan

Chair

City of Escondido

Escondido Park Avenue Senior Center

201 Broadway

Escondido, CA 92025

Bob Kelly

Founder, Director

Derek Quackenbush

Treasurer

Attn: Annabel Jamison

annabel.jamison@escondido.gov

Re: 2025 SDSCF **No Senior Alone for the Holidays** Grant Award

John Wylie

Secretary

Hello Annabel,

Abigail Sahn

Adrienne Vargas

Daniel L. Gross

Joaquin Anguera

Ken Roos

Pam Smith

Randi Larsson

Congratulations! Your organization has been selected to receive a grant from the San Diego Seniors Community Foundation (the "Foundation") in the amount of \$4,475 ("the Grant"). The Grant is awarded for your organization to produce holiday-themed events to brighten the day of the older adults you serve. The Grants Committee of the Foundation approved funding to support the following purposes:

- Art Cafe ceramic painting – 12/15
- Santa Walk – 12/17
- Holiday Dancing – 12/18
- 12/19 - Holiday Breakfast with gift bags

Team Members

Bob Kelly

Founder, Interim CEO

Reporting requirements for this Grant are minimal. We ask that you provide a summary of the event that is supported with the number of older adults served, a comment or two from the administrative staff, a volunteer who is helping with the event, and, if possible, a comment from an older adult who is a recipient of the effort. This report is due by Friday, January 16, 2026.

Jerry Ray

*Co-Founder
Chief Financial &
Operating Officer*

Photos are so impactful. On the day of the event, we ask that you share photos of your event on social media and tag the Foundation. As part of the final report, we request submittal of photos that can be used by the Foundation for future marketing efforts. We realize there may be issues of confidentiality and the need to receive consent for this purpose. Please utilize your internal practices for image and likeness authorization should you be able to provide pictures with clients.

Jessica Buell

Program Coordinator

Junne Esguerra

Director of Programs

The Foundation has contracted with a public relations firm to support our broader No Senior Alone Initiative. If applicable, we may seek to gain your cooperation with the publicizing of your event through a variety of media outlets. We will contact you to discuss further should an opportunity present itself.

Kristoffer Kelly

*Director of Development
& Partnerships*

If this letter correctly sets forth your understanding of the terms of this Grant, please signify your organization's agreement to such terms by completing the information below and having the appropriate officer sign where indicated. Then scan and email a copy of both pages to junne@sdscf.org, jessica@sdscf.org, and jerry@sdscf.org. This will expedite the issuance and receipt by you of the grant check. There is no need to mail a hard copy original.

If you have any questions, please contact Junne Esguerra at junne@sdscf.org.

Once again, congratulations on the grant award and best wishes for a successful project.



Bob Kelly
Founder, Director

_____ ACCEPTS AND HEREBY AGREES TO THE GRANT TERMS
AGENCY NAME

BY: _____
AUTHORIZED SIGNATURE TITLE

PRINTED NAME: _____

DATE: _____

IF THE FOLLOWING INFORMATION IS INCORRECT, PLEASE WRITE THE CORRECT INFORMATION TO THE RIGHT

FEDERAL ID NUMBER: **95-6000708**

STATE Corporate ID NUMBER*: **N/A**

CORRECT PAYEE NAME FOR GRANT CHECK: **City of Escondido**

CORRECT ADDRESS TO SEND GRANT CHECK: **201 N. Broadway, Escondido, CA 92025**



STAFF REPORT

December 3, 2025

File Number 0600-10; A-3575

SUBJECT

AWARD OF CONTRACT FOR CONSTRUCTION OF CLEAN CALIFORNIA ESCONDIDO GATEWAY PROJECT

DEPARTMENT

Development Services, Engineering Division

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-148 awarding a construction contract to SB General Engineering, Inc. and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$740,450.20 for construction of Clean California Escondido Gateway Project on Highway 78 ("Project").

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

Presenter: Jason Christman, Engineering Manager

ESSENTIAL SERVICE – No

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

FISCAL ANALYSIS

There is a Cooperative Agreement between the City and Caltrans for the City to spend up to \$1,800,000 for construction of the Project and be reimbursed by Caltrans after expenditures have been made. Gas Tax funds in the amount of \$400,000 have also been allocated for this Project in order to pay for construction management and inspection. Sufficient funds are available in the CIP account to fully fund this Project.

PREVIOUS ACTION

A Cooperative Agreement for construction of an Escondido Monument Sign on CA-78 Near Escondido Boulevard and related budget adjustment was approved by Council on March 8, 2023 as Resolution No. 2023-24.

The City of Escondido Capital Improvement Program Budget was approved on June 18, 2025 as Resolution No. 2025-76.



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

In 2022, Caltrans District 11 representatives approached City staff regarding the Clean California State Beautification Program. Through this program, State funds can be used to beautify and improve areas of the State highway system with an emphasis on underserved communities. City staff worked with Caltrans to identify a key gateway location where Clean California funds could improve the aesthetics of the State right of way. Caltrans agreed to fund installation of an entry monument sign, stamped concrete median, and related safety/guardrail improvements. The Escondido monument sign will be constructed in the CA-78 median just east of the Escondido Boulevard bridge. The stamped concrete will be constructed within the median on the west side of the Broadway intersection with CA-78. This Clean California Project will improve the aesthetics at the CA-78 entrance into the City and create a sense of arrival into this vibrant community.

The Project bid documents were published for construction bids on October 16 and 23, 2025. On October 30, 2025, two 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:

SB General Engineering, Inc.	\$ 740,450.20
Hart Design Build, Inc.	\$1,368,033.84

Staff has evaluated the bids and determined that the construction bid submitted by SB General Engineering, Inc., is the lowest responsive and responsible bid, and meets the requirements set forth in the bid documents. Staff recommends awarding a public improvement agreement in the amount of \$740,450.20 to SB General Engineering, Inc. for construction of this Project.

RESOLUTIONS

- a) Resolution No. 2025-148
- b) Resolution No. 2025-148 – Exhibit “A” – Public Improvement Agreement

RESOLUTION NO. 2025-148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT FOR CONSTRUCTION OF THE CLEAN CALIFORNIA ESCONDIDO GATEWAY PROJECT

WHEREAS, the City Council approved entering into a Cooperative Agreement with Caltrans for reimbursement of construction costs for the Clean California Escondido Gateway Project ("Project"); and

WHEREAS the City Council has allocated Gas Tax Funds for construction management and inspection of the Project; and

WHEREAS, a notice inviting bids for said improvements was duly published on October 16, 2025 and October 23, 2025; and

WHEREAS, pursuant to said notice, two sealed bids for the Project were opened and evaluated by staff on October 30, 2025; and

WHEREAS, SB General 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 SB General Engineering, Inc. in the amount of \$740,450.20.

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 SB General 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
("CITY")

And: SB General Engineering, Inc.
a California corporation
12125 Lakeside Avenue
Lakeside, CA 92040
Attn: Josh Bridwell
619-390-6570
("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 Clean California Escondido Gateway Project ("Project"), occurring on property located within Caltrans Right of Way along Highway 78 ("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 **\$740,450.20** ("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 50 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 **\$1,500 per day** for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles

moving under CONTRACTOR's control and engaged in the Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

- (3) *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
 - (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
 - (3) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.
 - (4) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
 - (5) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (6) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (7) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for

all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.

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

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

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, 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

SB General Engineering, Inc.

Date: _____

Josh Bridwell, President

721885
Contractor's License No.

45-0703378
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

December 3, 2025
File Number 1330-85

SUBJECT

CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

DEPARTMENT

Utilities Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-156, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The Resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

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

Presenter: Kyle Morgan, Interim Director of Utilities

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

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

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

PREVIOUS ACTION

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

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

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



CITY of ESCONDIDO

STAFF REPORT

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

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

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

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

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

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

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

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

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

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

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

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



CITY of ESCONDIDO

STAFF REPORT

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

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

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

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

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

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

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

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

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

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

On September 17, 2025, the City Council adopted Resolution No. 2025-113, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On October 1, 2025, the City Council adopted Resolution No. 2025-123, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On October 15, 2025, the City Council adopted Resolution No. 2025-127, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.



CITY of ESCONDIDO

STAFF REPORT

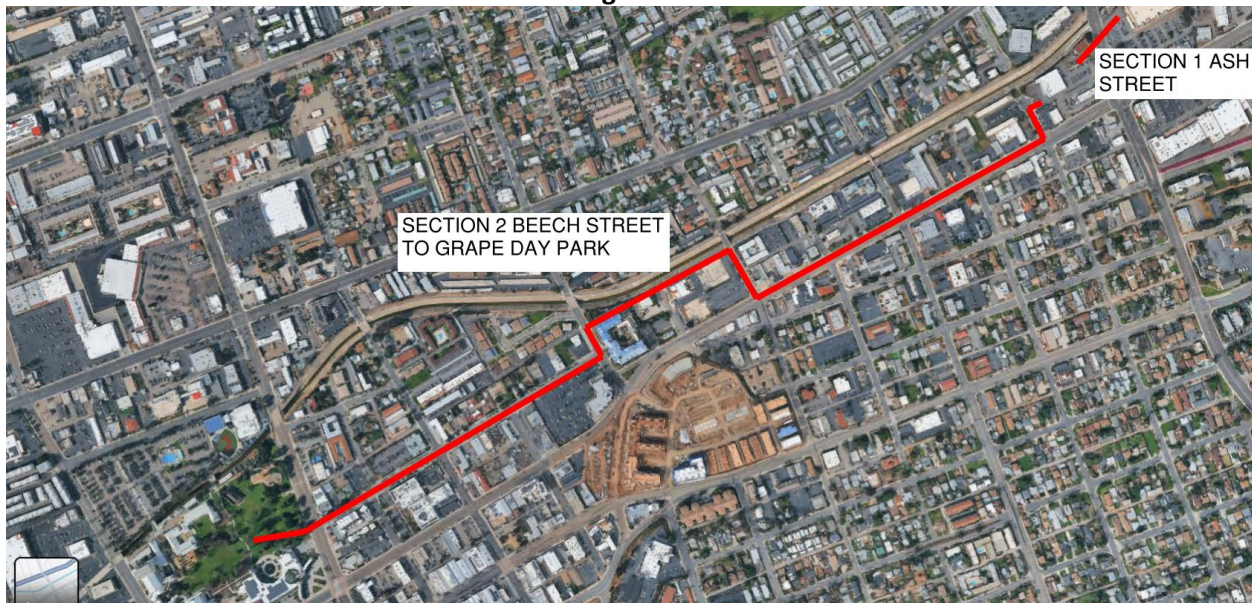
On November 5, 2025, the City Council adopted Resolution No. 2025-136, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

BACKGROUND

The City's trunk sewer mains, constructed in the 1950's, are a critical and integral part of the City's wastewater system. In June 2024, during routine closed-circuit television inspection, Utilities staff identified multiple failed and severely deteriorated sections of 18-inch and 21-inch trunk sewer main. In order to act quickly to avoid catastrophic failure, a local emergency was proclaimed on June 20, 2024, by the City Manager, serving as the Director of Emergency Services. The original scope of work included two sections of severely deteriorated trunk sewer main that are in critical condition. These sections are shown in **Figure 1** below and defined as follows:

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

Figure 1



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



CITY of ESCONDIDO

STAFF REPORT

Section 2 emergency repair work began on July 25, 2024, and is anticipated to be complete by January 16, 2026. The contractor, CCL Contracting, Inc. ("CCL"), has installed approximately 5,010 linear feet of trunk main, from Grape Day Park to Hickory Street, within Pennsylvania Avenue; north within Hickory Street from the intersection of Pennsylvania Avenue and Hickory Street to just south of the intersection of Hickory Street and Lansing Circle; easterly through the Westmont Assisted Living Community; and continues easterly within the City's Escondido Creek private property/public utility easement, paralleling the south side of Escondido Creek to Grape Street. The additional restoration work at Westmont Assisted Living Community, which included abandonment and slurry fill of 2,000 feet of 21-inch sewer, abandonment and slurry fill of 14 manholes, and repair of 40 feet of 21-inch trunk sewer line within the bike path at Date Street, has been completed.

In June 2025, a construction conflict with a 36" diameter water transmission main along the bike path was identified. City staff determined that rerouting the sewer trunk main from the bike path into East Valley Parkway, provided the best value to the city from a cost, constructability, product longevity, and risk mitigation. Construction on North Fig Street, south of the channel bridge, between Washington Avenue and Valley Parkway, began on September 2, 2025, and was completed on September 19, 2025. Utilities Construction on East Valley Parkway, between Fig Street and Beech Street, began on September 23, 2025 with work occurring at night to minimize the impact to the community. Additional work, to date, includes the installation of a modified storm drain box and five manholes. Electronic message boards and signs updating the community are in place, where appropriate, throughout the construction project site and will remain through the duration of work.

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

RESOLUTIONS

- a) Resolution No. 2025-156

RESOLUTION NO. 2025-156

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

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

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

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

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

Resolution No. 2025-113 on September 17, 2025, Resolution No. 2025-123 on October 1, 2025, Resolution No. 2025-127 on October 15, 2025, and Resolution No. 2025-136 on November 5, 2025, the City Council previously found that the failing trunk sewer risk constitutes an emergency and found it appropriate for Utilities staff to proceed to contract services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

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

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

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

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

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

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to continue the emergency action and approve the recommended change order and budget adjustment.

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

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



STAFF REPORT

December 3, 2025
File Number 0680-50

SUBJECT

AMENDMENT OF ESCONDIDO MUNICIPAL CODE CHAPTER 31 PERTAINING TO WATER CROSS-CONNECTION CONTROL REGULATIONS

DEPARTMENT

Utilities, Water

RECOMMENDATION

Request the City Council adopt Ordinance No. 2025-08, approving amendments to Municipal Code Chapter 31, Article 4, Section 200-203, related to cross-connection control to ensure compliance with Assembly Bill 1671.

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

Presenter: Rico Jimenez, Water Distribution Manager

ESSENTIAL SERVICE –Yes, Clean Water

COUNCIL PRIORITY –Improve Public Safety

FISCAL ANALYSIS

There is no direct fiscal impact to the City budget.

PREVIOUS ACTION

On May 11, 1988, the City Council adopted Ordinance No. 88-27 approving updates to Chapter 31 Municipal code language adding Article 4, Section 31-200 through 31-203 pertaining to cross connection control regulations.

BACKGROUND

In the mid-1970s, the State Water Resources Control Board (“SWRCB”) adopted Title 17 of the California Code of Regulations to protect public drinking water from contamination. Title 17 required public water suppliers, including the City of Escondido, to establish cross-connection control programs to prevent backflow or the reverse flow of water into the public system.



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Cross-connections can occur where private plumbing or irrigation systems connect to the City's water supply. Without proper backflow protection, pollutants or bacteria could enter the drinking water system, posing a serious health risk.

The City of Escondido Utilities Department has operated a cross-connection control program for more than 30 years, ensuring compliance with State of California regulations established under Title 17. The City currently maintains approximately 27,030 water service connections, with 5,618 connections currently protected by approved backflow prevention devices.

In 2022, the California Legislature passed Assembly Bill 1671 ("AB 1671"), which directed the SWRCB to modernize and consolidate existing backflow prevention and cross-connection control requirements. Historically, these requirements were governed by Title 17 of the California Code of Regulations, which established responsibilities for water suppliers, testing requirements, and protection measures against potential contamination of public water systems.

Effective July 1, 2024, AB 1671 repealed and replaced the Title 17 cross-connection control provisions with the Cross-Connection Control Policy Handbook ("CCCPH"). The CCCPH provides updated standards, definitions, and compliance criteria intended to reflect current industry practices and enhance public health protection.

In order to maintain regulatory compliance, Staff are introducing updates to Chapter 31, Sections 200 through 203, of the Municipal Code and related Ordinances that reference Title 17 or its provisions to now reference the CCCPH.

The proposed changes to the Cross-Connection Control Municipal Code and Ordinance align the City's language with the Cross-Connection Control Policy Handbook, which replaced Title 17 effective July 1, 2024. This update ensures the City, as the water purveyor, maintains the authority to enforce and regulate backflow prevention throughout Escondido's drinking water system.

ORDINANCES

- a) Ordinance No. 2025-08
- b) Ordinance No. 2025-08 – Exhibit "A" – Escondido Municipal Code Chapter 31, Article 4, Section 200-203

ATTACHMENTS

- a) Attachment "1" –Redline Escondido Municipal Code Chapter 31, Article 4, Section 200-203

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AMENDING ESCONDIDO
MUNICIPAL CODE CHAPTER 31, SECTION 200 THROUGH
203, INCLUSIVE, PERTAINING TO CROSS-CONNECTION
CONTROL REGULATIONS

WHEREAS, Title 17 of the California Code of Regulations requires public water systems to protect the public water supply from contamination by implementation of a cross-connection control program; and

WHEREAS, on May 11, 1988, the City Council adopted Ordinance No. 88-27, approving updates to Chapter 31 of the Escondido Municipal Code language, adding Article 4, Section 31-200 through 31-203, in compliance with Title 17 regulations; and

WHEREAS, the California State Legislature passed Assembly Bill 1671 ("AB 1671") directing the State Water Resources Control Board to replace the Title 17 cross-connection control provisions with the Cross-Connection Control Policy Handbook ("CCCPH"), providing updated standards, definitions, and compliance criteria; and

WHEREAS, the Utilities Department, Water Division is proposing updates to Chapter 31, Article 4, Sections 200 through 203, inclusive, of the Escondido Municipal Code, in compliance with AB 1671, to revise any references to Title 17 or its provisions so that they now reference the CCCPH.

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

SECTION 1. That the above recitations are true.

SECTION 2: That Escondido Municipal Code Chapter 31, Article 4, Sections 200 through 203, inclusive, regulating cross-connection controls, is hereby amended as set forth in Exhibit "A" to this

Ordinance, which is attached to this Ordinance and incorporated by this reference as though fully set herein.

SECTION 3. SEVERABILITY. If any section, subsection sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 4. As of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. The City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

ARTICLE 4

CROSS-CONNECTION CONTROL REGULATIONS

§ 31-200. Generally.

The purposes of this article are:

- (1) To protect the city water system from the possibility of contamination or pollution, by isolating within customer systems contaminants or pollutants which could backflow or back-siphon into the city water system; and
- (2) To provide a continuing program of cross-connection control which will prevent the contamination or pollution of the city water system.
- (3) In cooperation with the State Water Resources Control Board Division of Drinking Water, the city's major goal is to ensure the distribution of a safe and potable water supply to all domestic water users. In order for the city to achieve this goal, a Cross-Connection Control Management Plan (CCCMP) is being developed with an effective date of July 1, 2025. The city's CCCMP was developed pursuant to the requirements set forth in the Cross-Connection Control Policy Handbook (CCCPH) which replaced State of California Administrative Code Title 17, Sections §7583 through §7605 and applies to all State of California Public Water Systems, as defined in California's Health and Safety Code (CHSC, section 116275(h)).

(Ord. No. 2025-08)

§ 31-201. Definition of terms.

Refer to the city's CCCMP for any definition of terms outlined in Article 4.

(Ord. No. 2025-08)

§ 31-202. Responsibility.

The city may require an approved backflow prevention device at any metered water service connection to assure that no contamination enters the city system. The city shall give notice in writing to the affected customer to install an approved backflow prevention device at each of such customer's metered water service connections. Within the time prescribed by the notice, the customer shall install such approved device or devices at the customer's own expense. The failure, refusal or inability to install the device shall be grounds for discontinuance of water service to the metered water service connections until the device or devices have been properly installed.

(Ord. No. 2025-08)

§ 31-203. Implementation.

- (a) No metered water service connection to any premises shall be placed in service by the city unless the city system is protected as required by the CCCPH, city's CCCMP and by this article. Service of water to any premises shall be immediately discontinued by the city if a backflow prevention device required by this article is not installed, tested and maintained, or if a backflow prevention device has been removed, bypassed, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.
- (b) All customer systems shall be open for inspection at all reasonable times to authorized representatives of the city to enable the city to ascertain the existence of cross-connections

and compliance with this article of this Code. Any violation of this article shall be grounds for the city to deny or immediately discontinue service to the premises by providing for a physical break in the service line until the customer has corrected the condition(s).

- (c) An approved backflow prevention device shall be installed on each metered water service connection to a customer system at or near the property line or immediately inside the building being served; but, in all cases, such device shall be installed before the first branch line leading off the service wherever the following conditions exist:
 - (1) In the case of premises having an auxiliary water supply.
 - (2) In the case of premises on which any industrial fluid is handled in such a fashion as to create an actual or potential hazard to the city system, including the handling of process waters and waters originating from the city system which have been subject to deterioration in quality, the city system shall be protected against backflow.
 - (3) In the case where internal cross-connections cannot be permanently corrected or controlled.
 - (4) In the case where there are intricate plumbing and piping arrangements.
 - (5) Where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-connections exist.
- (d) The type of protective device required by section 31-203(c) shall depend upon the degree of hazard which exists as follows:
 - (1) In the case of any premises where there is an auxiliary water supply as stated in subsection (c)(1), and such supply is not subject to any of the following rules, the city system shall be protected by an approved air-gap separation or an approved reduced pressure principle backflow prevention device.
 - (2) In the case of any premises where there is water or substance that would be objectionable, but not hazardous to health, if introduced into the city system, the city shall be protected by an approved reduced pressure principle backflow prevention device.
 - (3) In the case of any premises where there is any material dangerous to health which is handled in such a fashion as to create an actual or potential hazard to the city system, the city system shall be protected by an approved air-gap separation or an approved reduced pressure principle backflow prevention device. Examples of premises where these conditions will exist include sewage treatment plants, sewage pumping stations, chemical manufacturing plants, hospitals, mortuaries and plating plants.
 - (4) In the case of any premises where there are cross-connections, either actual or potential, the city system shall be protected by an approved air-gap water separation or an approved reduced pressure principle backflow prevention device.
 - (5) In the case of any premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete a hazard assessment, the city system shall be protected against backflow on back- siphonage from the premises by the installation of a backflow prevention device. In this case, maximum protection will be required; that is, an approved air-gap separation or an approved reduced pressure

principle backflow prevention device shall be installed in each metered water service connection to the premises.

- (6) A lead-free reduced pressure backflow preventer will be required by the City for any hazard identified on the premises as outlined in Appendix E of the CCCMP.
- (7) An air-gap system installed as near to the metered water service connection as possible will be required where toxic wastes injurious materials are pumped or where reclaimed water is used to supplement the city supplied water.
- (e) Any backflow prevention device required by this article shall be of a model and size approved by the city. The term "approved backflow prevention device" shall mean a device that has been manufactured in full conformance with the standards established by the American Water Works Association, as set forth in its publication entitled, "AWWA C511-17 Standards for Reduced-Pressure Principle Backflow Prevention Assembly" and, that has met completely the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California, as set forth in its publication entitled, "Specifications of Backflow Prevention Devices - 2079-84 dated March 1982" or the most recent edition. Final approval shall be evidenced by a "certificate of approval" issued by an approved testing laboratory, certifying full compliance with the standards and specifications set forth above.
- (f) It shall be the duty of the customer/user at any premises where backflow prevention devices are installed to have certified inspections and operational tests made at least once per year. These inspections and tests shall be at the expense of the customer/user, and shall be performed by persons who have demonstrated their competency in the testing of these devices to the city. The city shall establish deadlines as to when these tests shall be performed. The customer/user shall notify the city in advance when the tests are to be undertaken so that city personnel may witness the tests if it is so desired. These devices shall be repaired, overhauled or replaced at the expense of the customer/user whenever the devices are defective. Records of such test, repairs and overhaul shall be kept and made available to the city for at least three years.

(Ord. No. 2025-08)

§ 31-204. through § 31-224. (Reserved)

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ARTICLE 4 CROSS-CONNECTION CONTROL REGULATIONS

§ 31-200. Generally.

The purposes of this article are:

- (1) To protect the city water system from the possibility of contamination or pollution, by isolating within customer systems contaminants or pollutants which could backflow or back-siphon into the city water system; and
 - (2) To provide a continuing program of cross-connection control which will prevent the contamination or pollution of the city water system.
- ~~(2)(3) In cooperation with the State Water Resources Control Board Division of Drinking Water, the city's major goal is to ensure the distribution of a safe and potable water supply to all domestic water users. In order for the city to achieve this goal, a Cross-Connection Control Management Plan (CCCMP) is being developed with an effective date of July 1, 2025. The city's CCCMP was developed pursuant to the requirements set forth in the Cross-Connection Control Policy Handbook (CCCPC) which replaced State of California Administrative Code Title 17, Sections §7583 through §7605 and applies to all State of California Public Water Systems, as defined in California's Health and Safety Code (CHSC, section 116275(h)).~~

(Ord. No. 88-27R, § 1, 5-11-88)

§ 31-201. Definition of terms.

Refer to the city's CCCMP for any definition of terms outlined in Article 4.

~~Whenever the following terms are used, they are defined as follows:~~

~~Approved. Accepted by the city as meeting an applicable specification stated.~~

~~Auxiliary water supply. Any water supply, other than the city system, on or available to a customer system. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source(s) such as a well, spring, river, stream, etc., or "used waters" or "industrial fluids."~~

~~Backflow. The flow of water (or other liquids, mixtures or substances) under pressure into the city system from any source or sources other than its intended source.~~

~~Backflow preventer. A device or means designed to prevent backflow or back siphonage.~~

- ~~(1) Air gap. Means a backflow prevention utilizing the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the flood level rim of said vessel.~~
- ~~(2) Reduced pressure principle device. A backflow prevention device consisting of an assembly of two independently operating approved check valves with an automatically operating differential relief valve between the two check valves, tightly closing shut off valves on either side of the check valves, plus properly located test cocks for the testing of the check and relieve valves.~~
- ~~(3) Double check valve assembly. A backflow prevention device consisting of an assembly of two independently operating approved check valves with tightly closing shut off valves~~

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~~on each side of the check valves, plus properly located test cocks for the testing of each check valve.~~

~~Back-siphonage. The flow of water (or other liquids, mixtures or substances) into the city system from any source other than its intended source, caused by the sudden reduction of pressure in the city system.~~

~~Contamination. The impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual hazard to the public health through poisoning or through the spread of disease.~~

~~Cross-connection. Any physical connection, or arrangement of piping or fixtures, between two otherwise separate piping systems, one of which contains potable water and the other of which contains non-potable water or industrial fluids or questionable safety, through which, or because of which, backflow or backsiphonage may occur into the city system. A metered water service connection between the city system and a customer system which is cross-connected to a contaminated fixture, industrial fluid system or which a potentially contaminated supply or auxiliary water system, constitutes one type of cross-connection. Other types of cross-connections include connectors such as swing connections, removable sections, four-way plug valves, spools, dummy sections of pipe, swivel or change-over devices, sliding multipoint tube, solid connections, etc.~~

~~City system. The City of Escondido's potable water distribution system.~~

~~Cross-connection control by containment. The installation of an approved backflow prevention device in any customer system at the metered water service connection.~~

~~Hazard, degree of. The term is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the city system.~~

- ~~(1) Hazard; health. Any condition, device, or practice in the city system, or its operation, which could create, or in the judgment of the city may create, a danger to the health and well-being of any water customer.~~
- ~~(2) Hazard; plumbing. Any plumbing type of cross-connection in a customer system that has not been properly protected by an air gap separation or backflow prevention device is a health hazard.~~
- ~~(3) Hazard; pollutional. An actual or potential threat to the physical properties, or to the probability, of the city system, which would constitute a nuisance or be aesthetically objectionable or could cause damage to the city system, but would not be dangerous to health.~~
- ~~(4) Hazard; system. An actual or potential threat of severe damage to the physical properties of the water system, or of a pollution or contamination which would have an effect on the quality of the potable water in the city system.~~

~~Industrial fluids system. Any system containing a fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, system, pollutional or plumbing hazard if introduced into the city system. "Industrial fluids systems" includes, but are not limited to: polluted or contaminated waters; all types of process waters and "used waters" originating from the city system which may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalines; circulated cooling waters connected to an open cooling tower and/or cooling towers that are chemically~~

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~~or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems, etc.; oils, gases, glycerine, paraffins, caustic and acid solutions and other liquid and gaseous fluids used for industrial, or other, purposes or for firefighting purposes.~~

~~Pollution. The presence of any foreign substance (organic, inorganic or biological) in water which tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect such waters for domestic use.~~

~~Water; metered water service connection. The terminal end of a service connection from the city system (that is, where the city loses control over the water at its point of delivery to the customer system), being the downstream end of the meter. Service connections include metered water service connections from a fire hydrant and all other temporary or emergency water service connections from the city system.~~

~~Water; nonpotable. Water which is not safe for human consumption or which is of questionable potability.~~

~~Water; potable. Any water which, according to recognized standards, is safe for human consumption.~~

~~Water system. The water system is made up of two parts: the city system and the customer systems.~~

- ~~(1) The city system consists of the source and the distribution system under the complete control of the city, up to the point where the customer systems begin.~~
 - ~~a. The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the distribution system.~~
 - ~~b. The distribution system shall include the network of conduits used for the delivery of water from source to the customer systems.~~
- ~~(2) The customer systems consist of all water components beyond the metered water service connections.~~

~~Water; used. Any water supplied by the city from the city system to a customer system after it has passed through the metered water service connection and is no longer under the control of the city. (Ord. No. 88-27R, § 1, 5-11-88)~~

§ 31-202. Responsibility.

The city may require an approved backflow prevention device at any metered water service connection to assure that no contamination enters the city system. The city shall give notice in writing to the affected customer to install an approved backflow prevention device at each of such customer's metered water service connections. Within the time prescribed by the notice, the customer shall install such approved device or devices at the customer's own expense. The failure, refusal or inability to install the device shall be grounds for discontinuance of water service to the metered water service connections until the device or devices have been properly installed. (Ord. No. 88-27R, § 1, 5-11-88)

§ 31-203. Implementation.

- (a) No metered water service connection to any premises shall be placed in service by the city unless the city system is protected as required by ~~Title 17 of the California Administrative~~

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~~Code~~the CCCPH, city's CCCMP and by this article. Service of water to any premises shall be immediately discontinued by the city if a backflow prevention device required by this ~~Code-article~~ is not installed, tested and maintained, or if a backflow prevention device has been removed, bypassed, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.

- (b) All customer systems shall be open for inspection at all reasonable times to authorized representatives of the city to enable the city to ascertain the existence of cross-connections and compliance with this article of this Code. Any violation of this article shall be grounds for the city to deny or immediately discontinue service to the premises by providing for a physical break in the service line until the customer has corrected the condition(s).
- (c) An approved backflow prevention device shall be installed on each metered water service connection to a customer system at or near the property line or immediately inside the building being served; but, in all cases, such device shall be installed before the first branch line leading off the service wherever the following conditions exist:
 - (1) In the case of premises having an auxiliary water supply.
 - (2) In the case of premises on which any industrial fluid is handled in such a fashion as to create an actual or potential hazard to the city system, including the handling of process waters and waters originating from the city system which have been subject to deterioration in quality, the city system shall be protected against backflow.
 - (3) In the case where internal cross-connections cannot be permanently corrected or controlled.
 - (4) In the case where there are intricate plumbing and piping arrangements.
 - (5) Where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-connections exist.
- (d) The type of protective device required by section 31-203(c) shall depend upon the degree of hazard which exists as follows:
 - (1) In the case of any premises where there is an auxiliary water supply as stated in subsection (c)(1), and such supply is not subject to any of the following rules, the city system shall be protected by an approved air-gap separation or an approved reduced pressure principle backflow prevention device.
 - (2) In the case of any premises where there is water or substance that would be objectionable, but not hazardous to health, if introduced into the city system, the city shall be protected by an approved reduced pressure principle backflow prevention device~~double check valve assembly~~.
 - (3) In the case of any premises where there is any material dangerous to health which is handled in such a fashion as to create an actual or potential hazard to the city system, the city system shall be protected by an approved air-gap separation or an approved reduced pressure principle backflow prevention device. Examples of premises where these conditions will exist include sewage treatment plants, sewage pumping stations, chemical manufacturing plants, hospitals, mortuaries and plating plants.
 - (4) In the case of any premises where there are cross-connections, either actual or potential,

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the city system shall be protected by an approved air-gap water separation or an approved reduced pressure principle backflow prevention device.

- (5) In the case of any premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete a hazard assessment in-plant cross connection survey, the city system shall be protected against backflow on back-siphonage from the premises by the installation of a backflow prevention device. In this case, maximum protection will be required; that is, an approved air-gap separation or an approved reduced pressure principle backflow prevention device shall be installed in each metered water service connection to the premises.
- ~~(6) A double check valve will be deemed sufficient when any one of the following conditions exist:~~
- (6) A lead free reduced pressure backflow preventer will be required by the City for any hazard identified on the premises as outlined in Appendix E of the CCCMP.
- ~~a. Pressure in the customer system may at any time exceed the water pressure in the city system.~~
 - ~~b. The customer system includes more than one metered water service connection.~~
 - ~~c. Where a swimming pool is maintained.~~
 - ~~d. Where a closed elevated nontoxic materials storage tank is maintained.~~
 - ~~e. Auxiliary water system (not interconnected).~~
 - ~~f. The customer system is so extensive that it is not easily observed or checked as to maintenance and use.~~
 - ~~g. Building with house pump and/or storage tank.~~
 - ~~h. Chemically treated potable water system.~~
 - ~~i. Commercial laundry.~~
 - ~~j. Dairy or other cold storage plant.~~
 - ~~k. Fire system with pump and/or water storage tank.~~
 - ~~l. Manufacturing, processing or fabricating plant using nontoxic materials.~~
 - ~~m. Mobile home park.~~
 - ~~n. Irrigation system where nothing is injected into the customer system.~~
 - ~~o. Church.~~
- ~~(7) A reduced pressure backflow preventer will be required when any one of the following conditions exist:~~
- ~~a. Auxiliary water system (interconnected).~~
 - ~~b. Winery.~~
 - ~~c. Building with sewage ejectors.~~

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- d. ~~Cannery, packing house or reduction plant.~~
- e. ~~Car wash with water reclamation system.~~
- f. ~~Centralized heating and air conditioning plant.~~
- g. ~~Chemical plant.~~
- h. ~~Civil works (facilities not subject to City of Escondido plumbing inspection).~~
- i. ~~Dye works.~~
- j. ~~Film processing or other laboratory.~~
- k. ~~Fire system with auxiliary supply.~~
- l. ~~Hospital, or mortuary.~~
- m. ~~High school or college.~~
- n. ~~Food processing plant.~~
- o. ~~Restaurant.~~
- p. ~~Rendering plant.~~
- q. ~~Veterinarian or pet hospital.~~
- r. ~~Steam boiler.~~
- s. ~~Plating facility or metal finisher.~~
- t. ~~Irrigation system where anything is injected into the customer system.~~
- u. ~~Manufacturing, processing or other fabricating plant using toxic materials.~~
- v. ~~Paper production plant.~~
- w. ~~Restricted, classified or other closed facility.~~
- x. ~~Sand and gravel plant.~~
- y. ~~Where a cross connection is maintained.~~

~~(8)(7)~~ An air-gap system installed as near to the metered water service connection as possible will be required where toxic wastes injurious materials are pumped or where reclaimed water is used to supplement the city supplied water.

- (e) Any backflow prevention device required by this article shall be of a model and size approved by the city. The term "approved backflow prevention device" shall mean a device that has been manufactured in full conformance with the standards established by the American Water Works Association, as set forth in its publication entitled, "[AWWA C511-17](#)~~AWWA C506 78~~ Standards for Reduced Pressure Principle ~~and Double Check Valve Backflow~~ Prevention Devices" and, that has met completely the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California, as set forth in its publication entitled, "Specifications of Backflow Prevention Devices - 2079-84 dated March 1982" or the most recent edition. Final approval shall be evidenced by a "certificate of approval" issued by an

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City of Escondido, CA

§ 31-203

§ 31-204

approved testing laboratory, certifying full compliance with the standards and specifications set forth above.

- (f) It shall be the duty of the customer/user at any premises where backflow prevention devices are installed to have certified inspections and operational tests made at least once per year. These inspections and tests shall be at the expense of the customer/user, and shall be performed by persons who have demonstrated their competency in the testing of these devices to the city. The city shall establish deadlines as to when these tests shall be performed. The customer/user shall notify the city in advance when the tests are to be undertaken so that city personnel may witness the tests if it is so desired. These devices shall be repaired, overhauled or replaced at the expense of the customer/user whenever the devices are defective. Records of such test, repairs and overhaul shall be kept and made available to the city for at least three years.

(Ord. No. 88-27R, § 1, 5-11-88)

§ 31-204. through § 31-224. (Reserved)



STAFF REPORT

December 3, 2025
File Number 0740-30

SUBJECT

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ESCONDIDO AND THE ESCONDIDO FIREFIGHTERS' ASSOCIATION – SAFETY AND NON-SAFETY PERSONNEL BARGAINING UNIT

DEPARTMENT

Human Resources Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-158, approving a three-year Memorandum of Understanding (“MOU”) between the City of Escondido (“City”) and the Escondido Firefighters’ Association – Safety and Non-Safety Personnel Bargaining Unit (“Association”), commencing January 1, 2026, through December 31, 2028.

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

Presenter: Jessica Perpetua, Director of Human Resources

ESSENTIAL SERVICE – Yes, internal requirement in support of Fire Services.

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

The fiscal impact to the General Fund for the fiscal year ending June 30, 2026 is \$435,370. The financial impacts of the remainder of the contract will be included in the FY2026/27 and future operating budget adoptions.

PREVIOUS ACTION

On March 26, 2025, the City Council voted to adopt the MOU between the Association and the City of Escondido, for a one-year term that expires on December 31, 2025.

BACKGROUND

The City Council provided policy and negotiating authority to the City Manager in closed session. Thereafter, both City staff and Association representatives met quickly and efficiently to reach terms of an agreement. Both parties understand the importance of maintaining good labor relationships to serve the community.



CITY *of* ESCONDIDO

STAFF REPORT

The three-year contract provides a 5 percent across-the-board increase for all classifications each year; restructuring of the salary step plan to remove the bottom step and reduce the plan to six steps; 24 hours of additional leave; increasing tuition reimbursement allotment to a maximum of \$30,000 per fiscal year for the bargaining unit; creation of an Association Time Bank; and modification of the longevity stipend to remove the annual \$1,000 stipend paid between an employee's five-year anniversary and reaching Step 7 and replacing it with an annual \$1,000 annual stipend paid after 15 years of service. The contract also includes re-opener language for healthcare and MOU language clean-up.

Members of the Association voted in support of the terms and conditions of this agreement. Likewise, City staff recommends approval.

RESOLUTIONS

- a) Resolution No. 2025-158
- b) Resolution No. 2025-158 – Exhibit "A" – 2025 Meet-and-Confer Process

ATTACHMENTS

- a) Attachment "1" – Budget Adjustment

RESOLUTION NO. 2025-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING A THREE-YEAR EXTENSION TO THE MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE ESCONDIDO FIREFIGHTERS' ASSOCIATION – SAFETY AND NON-SAFETY PERSONNEL AND THE CITY OF ESCONDIDO

WHEREAS, on March 26, 2025, the Escondido City Council adopted Resolution No. 2025-24, to complete a Memorandum of Understanding between the Escondido Firefighters' Association – Safety and Non-Safety Personnel ("Association") and the City of Escondido ("City") for the period of January 1, 2025 and December 31, 2025 ("MOU"); and

WHEREAS, negotiating teams from the City and the Association have been duly appointed and have met and conferred in good faith to address matters affecting both parties including wages, hours, and other terms and conditions of employment; and

WHEREAS, the City and the Association agree the MOU promotes the continuation of the harmonious relationship between the City and the Association and at this time a three-year MOU is in the best interest of the City and the Association; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve a three-year MOU.

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 to implement the changes as provided in Resolution No. 2025-158 Exhibit "A", and is incorporated herein.

3. That the City Council authorizes the City's negotiating team to execute the three-year MOU with a new term from January 1, 2026 through December 31, 2028.

November 7, 2025

Item 13.

**City of Escondido
2025 Meet-and-Confer Process
Escondido Firefighters' Association**

Management Proposal #1 – Tentative Agreement

1. Ratification and Term (1.1 d)

Three-year contract
January 1, 2026 – December 31, 2028

None of the terms are retroactive; all changes take effect upon the agreed upon effective date after the ratification by both parties.

2. Compensation (4.1 f)

a. Across-the-board Increase for all classifications.

- 5% - First full pay period in January 2026
- 5% - First full pay period in January 2027
- 5% - First full pay period in January 2028

b. Pay Steps (4.2 a) – Restructuring of steps

The City agrees to move all current employees at step 1 to step 2. Current step 2 will become the new step 1 and the current compensation structure would change from step 1 – 7 to step 1 – 6.

3. Additional Leave ("Personal leave" shall be called floating holiday for Workday Coding Purposes) (3.10 a)

The City agrees to continue providing this leave for the term of this contract.

Must be pre-approved, just like vacation leave. The hours must be used within the fiscal year they are deposited. The floating holiday hours cannot be turned in for cash value at any time, including if an employee terminates employment with the City. Floating holiday hours cannot be rolled over from year to year. Employees must be in an active and paid status in order to receive the annual credit. Employees who are hired after the annual credit distribution will **not** receive this benefit. The City agrees to provide the following hours:

November 7, 2025

Item 13.

- a. **24 hours of floating holiday hours credited to each employee's leave banks the first pay period in July 2026, July 2027 and July 2028.**

4. Tuition Reimbursement (3.29 b)

A maximum of \$30,000 will be allotted annually for the use of tuition reimbursement for all members (safety and non-safety employees), as outlined within this Article.

5. Association Time Bank (1.19)

The City recognizes the challenge of the shift work schedule as it impacts the Association's ability to undertake Association business. Fire Department procedures for the function of the Association Time Bank are shown in AOM 205.00." The Association and the City agree that the time bank will create no financial cost to the City, nor will the Association gain financially from the contributed time. **To fund the bank, 5.0 hours of vacation time will be transferred from each employees' vacation bank during the first full pay period in January of each year.**

6. Longevity Pay (4.5.1)

Longevity Compensation: In an effort to retain employees that are trained and qualified within the Escondido Fire Department, the following longevity compensation schedule will be implemented for Safety employees. Employees achieving their fifteenth anniversary of total service with the City of Escondido Fire Department will receive a stipend of \$1,000 payable on the first pay period beginning after their service anniversary. Such stipend will be paid annually after achieving the anniversary, and will be paid only to employees achieving an overall satisfactory performance rating in the previous evaluation period.

7. Health Care Re-Opener (3.23.1)

With the selection of a new benefits broker, the City will direct the Health Insurance Committee to promptly investigate, evaluate and produce a written report assessing potential options to increase the quantity of City funded health plans. The HIC report shall specifically address participation rates and costs associated with each health care option in a written report to be completed during the term of this agreement.

8. MOU language cleanup



CITY OF ESCONDIDO
Budget Adjustment Request

Department	Human Resources Department
Department Contact	Jessica Perpetua
City Council Meeting Date	December 3, 2025

Explanation of Request

City Council adoption of Resolution No. 2025-158, approving a three-year extension to the Memorandum of Understanding (“MOU”) between the City of Escondido (“City”) and the Escondido Firefighters’ Association – Safety and Non-Safety Personnel Bargaining Unit (“Association”), commencing January 1, 2026

Budget Adjustment Information

Description	Fund	Cost Center	Spend Category	Amount of Increase / (Decrease)
FY2026 Firefighters Association MOU	General Fund	Fire	Personnel Services	\$ 420,370
FY2026 Firefighters Association MOU	Benefits Administration	Benefits Administration	Tuition (SC_5184)	\$ 15,000

APPROVALS	
DEPARTMENT HEAD	<div>Signed by: Jessica Perpetua 11/17/2025 E3166F28D38A48C...</div>
FINANCE	<div>Signed by: Christina Holmes 11/17/2025 C0C8E98A934247C...</div>



STAFF REPORT

December 3, 2025
File Number 0680-50

SUBJECT

**ADOPTION OF THE 2025 CALIFORNIA BUILDING STANDARDS – CALIFORNIA CODE OF REGULATIONS
TITLE 24**

DEPARTMENT

Development Services (Building Division), Escondido Fire Department

RECOMMENDATION

Request the City Council adopt Ordinance Nos. 2025-09 and 2025-10, amending the City of Escondido Municipal Code to reflect the 2025 California Building, Residential, Plumbing, Electrical, Mechanical, Energy, Historical, Existing Building, Green Building Standards, Wildland-Urban Interface, Fire Codes, and proposed local amendments.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Development Services Director and John Tenger, Fire Chief)

Presenter: Bruce Cheney Assistant Building Official, La Vona Koretke Deputy Fire Marshal

ESSENTIAL SERVICE – Yes, Fire/EMS Service; Land Use/Development

COUNCIL PRIORITY

FISCAL ANALYSIS

The adoption of updated state codes is not anticipated to impact the General Fund.

PREVIOUS ACTION

On November 16, 2022, the City Council approved Ordinance Nos. 2022-21 and 2022-22, amending the Municipal Code to reflect the 2022 California Building, Residential, Plumbing, Electrical, Mechanical, Energy, Historical, Existing building, Green Building Standards, Fire Codes, and proposed local amendments.



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

Every three years, the California State Code writing bodies, such as the International Code Council, National Fire Protection Association, and Department of State Architects, submit to the California Building Standards Commission model codes. The California Building Standards Commission ("CBSC") reviews, amends, and adopts these codes to produce the California Code of Regulations, Title 24; these become the Building Standards for the State of California. Once adopted by the California Building Standards Commission, the local jurisdictions are provided 180 days to adopt or amend and adopt Title 24 prior to the effective date of January 1, 2026. A local government may adopt Title 24 by reference in their jurisdiction's ordinances. Even if a local government does not adopt Title 24 by ordinance, Title 24 becomes the applicable code for all building occupancies by default. This is made clear in HSC Sections 17950, 17958, and 18938(b) and in CBC, Chapter 1, Division 1, Section 1.1.3.

Local amendments can be made to the building standards, including amendments to adopt model code appendix chapters or make changes to appendix chapters, addition, or deletion. These changes must be based on local climatic, topographical, or geological conditions. These amendments require express findings for each amendment. No amendments to the code or appendix are proposed for this code adoption.

The State recently modified and adopted, effective on January 1, 2026, the following:

- 2025 California Building Code (based on the 2024 International Building Code), Part 2
- 2025 California Residential Code (based on the 2024 International Residential Code), Part 2.5
- 2025 California Electrical Code (based on the 2023 National Electrical Code), Part 3
- 2025 California Mechanical Code (based on the 2024 Uniform Mechanical Code), Part 4
- 2025 California Plumbing Code (based on the 2024 Uniform Plumbing Code), Part 5
- 2025 California Energy Code, Part 6
- 2025 California Wildland-Urban Interface Code, Part 7
- 2025 California Historical Building Code, Part 8
- 2025 California Fire Code (based on the 2024 International Fire Code), Part 9
- 2025 California Existing Building Code (base on the 2024 International Existing Building Code), Part 10
- 2025 California Green Building Standards Code, Part 11
- 2025 California Referenced Standards Code, Part 12

The changes being made to the City of Escondido Municipal Code for the Building Department are administrative changes only to correct inconsistencies in the Municipal code and the newly adopted codes.

The changes to the California Building code and Fire code in the 2025 editions address, among other things, an increase in energy conservation and requirements to maintain the infrastructure necessary for



CITY of ESCONDIDO

STAFF REPORT

energy conservation. The following are the substantive changes to the 2025 California Building and Fire Codes from the 2022 California Building and Fire Codes:

1. Stronger energy / electrification requirements

- Expanded heat-pump baselines: prescriptive requirements push heat-pumps for space and water heating in many residential scenarios (and tighter baselines for commercial systems). More projects must choose heat-pump equipment or meet more stringent tradeoffs.
- New ventilation and building thermal performance minimums; updated prescriptive PV and HVAC baselines.

2. Wildland-Urban Interface Code

- New/expanded Wildland-Urban Interface (“WUI”) requirements increase minimum ignition-resistant construction measures, ember-resistant vents, and products/assembly requirements for high- and very-high fire severity zones.

3. Accessibility updates and clarified scoping (Chapter 11A/11B adjustments)

- Important clarifications to accessible route/clear floor space, dining surface clearances, public building access scoping, and other technical accessibility details were added or clarified — affecting layouts in public-facing and residential projects (e.g., multifamily common spaces).

4. CALGreen (Part 11) — Stronger green building measures & embodied carbon movement

- CALGreen continues to expand mandatory and voluntary measures (water efficiency, material/resource provisions). The 2025 cycle also continues work on embodied carbon / life-cycle material requirements (and new checklists/guidance).

5. Title 24 Part 6 (Energy) — new compliance metrics and prescriptive packages

- Revised compliance paths, updated TDV/LSC-type considerations, updated fenestration/insulation/ventilation requirements and battery/energy storage considerations for nonresidential and some residential use cases. Plan checks will require updated compliance reports and field verification for new items.

6. Existing buildings / alterations — updated rehabilitation triggers

- The 2025 existing-building language tightens or clarifies when seismic, fire, accessibility or energy upgrades are triggered by alterations, repairs, or additions.



CITY of ESCONDIDO

STAFF REPORT

7. Electrical / NEC alignment and EV-related electrical upgrades

- The state electrical code (based on the latest NEC / CEC adoption) includes capacity/feeder sizing guidance, load-calculation adjustments for electrified HVAC and water heating, and updated receptacle/branch circuit guidance for EV infrastructure

8. Electrical Energy Storage Systems (ESS)

- The state fire code includes expanded requirements on battery energy storage systems including requirements on technical reports, permits, fire suppression and detection systems, ventilation, and installation requirements

ORDINANCES

- a) Ordinance No. 2025-09
- b) Ordinance No. 2025-10

ATTACHMENTS

- a) Attachment “1”—2025 CFC Amendments

ORDINANCE NO. 2025-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 6 OF THE ESCONDIDO MUNICIPAL CODE, TO ADOPT THE 2025 CALIFORNIA BUILDING, RESIDENTIAL, PLUMBING, ELECTRICAL, MECHANICAL, HISTORICAL BUILDING, EXISTING BUILDING AND ENERGY CODES, AND THE GREEN BUILDING STANDARDS CODE

WHEREAS, the State of California Building Standards Commission is charged with the development of uniform codes and regulations for application to the construction of buildings within the state; and

WHEREAS, California Health and Safety Code Section 17960 requires the City enforce within its jurisdiction all the provisions published in the State Buildings Standards Code and the provisions of other rules and regulations promulgated pursuant to the provisions of the California Health and Safety Code pertaining to the erection, construction, reconstruction, movement, enlargement, conversion, alteration, repair, removal, or arrangement of apartments, hotels or dwellings; and

WHEREAS, every three years the California Building Standards Commission updates and adopts uniform codes for application throughout the state; and

WHEREAS, California Health and Safety Code Section 17958.7 allows local amendments to the California Building Standards Codes, when such codes are amended and adopted at the local level, and when local findings are made for unique climatic, geological or topographical conditions.

NOW, THEREFORE, the City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. That Escondido Municipal Code Chapter 6, Article 1, Section 6-1.2 is repealed and replaced with the following:

Sec. 6-1.2. Codes adopted.

The following technical codes are adopted by the City of Escondido:

- (a) The 2025 California Building Code, California Code of Regulations, Title 24, Part 2, (including Appendix Chapters C and I.)
- (b) The 2025 California Residential Code, California Code of Regulations, Title 24, Part 2.5, including Appendix Chapter H.
- (c) The 2025 California Electrical Code, California Code of Regulations, Title 24, Part 3.
- (d) The 2025 California Mechanical Code, California Code of Regulations, Title 24, Part 4.
- (e) The 2025 California Plumbing Code, California Code of Regulations, Title 24, Part 5, including Appendix Chapters A, D and H.
- (f) The 2025 California Historical Building Code, California Code of Regulations Title 24, Part 8.
- (g) The 2025 California Existing Building Code, California Code of Regulations, Title 24, Part 10.
- (h) The 2025 California Green Building Standards Code, California Code of Regulations, Title 24, Part 11, excluding all appendices.
- (i) The 2025 California Energy Code, Title 24, Part 6.
- (j) The 2025 California Referenced Standards Code, California Code of Regulations, Title 24, Part 12.

SECTION 2. That Escondido Municipal Code Chapter 6, Article 2, Section 6-39, is amended by replacing all references to the 2021 Edition to the Standard Specifications for Public Works Construction (the “Green Book”) with the 2024 Edition.

SECTION 3. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

ORDINANCE NO. 2025-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 11 OF THE
ESCONDIDO MUNICIPAL CODE TO ADOPT THE 2025
CALIFORNIA FIRE CODE AND THE WILDLAND-URBAN
INTERFACE CODE AND LOCAL AMENDMENTS

WHEREAS, the State of California Building Standards Commission is charged with the development of uniform codes and regulations for application to the construction of buildings within the state; and

WHEREAS, California Health and Safety Code Section 17960 requires the city to enforce within its jurisdiction all the provisions published in the State Buildings Standards Code and the provisions of other rules and regulations promulgated pursuant to the provisions of the California Health and Safety Code pertaining to the erection, construction, reconstruction, movement, enlargement, conversion, alteration, repair, removal, or arrangement of apartments, hotels or dwellings; and

WHEREAS, every three years the California Building Standards Commission updates and adopts uniform codes for application throughout the state; and

WHEREAS, California Health and Safety Code Section 17958.7 allows local amendments to the California Building Standards Codes, when such codes are amended and adopted at the local level, and when local findings are made for unique climatic, geological or topographical conditions.

NOW, THEREFORE, the City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. That Escondido Municipal Code Chapter 11, Article 2, Division 1, Section 11-15 is repealed and replaced as follows:

Section 11-15 Codes Adopted

The following technical codes are adopted by the City of Escondido:

- (a) The 2025 California Fire Code, California Code of Regulations, Title 24, Part 9, including Appendix Chapters 4, B, C and D (Sections D102, D103.6, D103.6.1, D103.6.2 only), I, and N as published by the International Code Council is adopted by the City of Escondido.
- (b) The 2025 Wildland-Urban Interface Code, California Code of Regulations, Title 24, Part 7 as published by the International Code Council is adopted by the City of Escondido.

SECTION 2. That Escondido Municipal Code Section Chapter 11, Article 2, Division 1, Section 11-16 is amended by replacing the code year with 2025 to reflect current code adoptions.

SECTION 3. That the adoption of the technical codes or amendments to the Escondido Municipal Code do not affect the following matters:

- a. Actions or proceedings that begin before the effective date of this ordinance;
- b. Prosecution for ordinance violations committed before the effective date of this ordinance;
- c. Licenses and penalties due and unpaid at the effective date of this ordinance and collection of these licenses and penalties;
- d. Bonds and cash deposits required to be posted, filed, deposited pursuant to any ordinance; and
- e. Matters of record referring to or connected with an ordinance the substance of that is included in the Municipal Code. These provisions shall be construed to apply to the corresponding provisions of the Municipal Code.

SECTION 4. General Penalty. Violations of the California Fire Code adopted in this ordinance are subject to all penalty provisions found in Escondido Municipal Code Chapter 1.

SECTION 5. Not less than one copy of the California Fire Code adopted in this ordinance shall be maintained by the Fire Chief and shall be made available to the public upon request.

SECTION 6. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

Attachment "1"
CALIFORNIA FIRE CODE AMENDMENTS

2025 California Fire Code Amendments

305.6. Rockets, model aircraft and similar devices.

Rockets, model airplanes, sky lanterns, floating luminary or similar devices powered with an engine, open flame or other flammable propellant shall not be projected into or across any moderate, high or very high fire severity zone without prior approval of the fire code official.

325. Mid-rise buildings.

325.1. General.

A mid-rise building has five stories or more, but does not exceed seventy-five (75) feet in height, on any side. A newly constructed mid-rise building or a mid-rise building which undergoes a complete renovation that requires the building to be completely vacated shall comply with this section.

Exceptions:

1. Buildings used exclusively as an open parking garage.
2. Buildings where all floors above the fifth floor level are used exclusively as an open parking garage.
3. Buildings such as a power plant, lookout tower, steeple, grain house, and other similar structures with intermittent human occupancy.

(Ord. No. 2022-22, § 2, 12-7-22)

325.1.1. Automatic fire sprinkler systems and standpipes.

Mid-rise buildings shall be protected throughout by an automatic fire sprinkler system designed and installed in conformance with the latest edition of NFPA 13 and in accordance with the following:

1. A shut-off valve and a water flow alarm shall be provided for each floor. Each shut-off valve and water flow alarm shall be electronically supervised.
2. Mid-rise buildings shall be provided with a class I standpipe system that is interconnected with the automatic fire sprinkler system. The system shall consist of two and one-half (2½) inch hose valves located in each stair enclosure on every floor. Two (2) hose outlets shall be located on the roof outside of each stair enclosure which penetrates the roof. The standpipe system shall be designed, installed and tested in accordance with the latest edition of NFPA 14.

(Ord. No. 2022-22, § 2, 12-7-22)

325.1.3. Fire alarm system.

An approved and listed, automatic and manual, fully addressable and electronically-supervised fire alarm system shall be provided in conformance with this code and the California Building Code.

(Ord. No. 2022-22, § 2, 12-7-22)

Attachment "1"
ESCONDIDO CODE

325.1.4. Emergency voice alarm signaling system.

The operation of any automatic fire detector or water flow device shall automatically sound an alert tone followed by a pre-recorded voice instruction giving appropriate information and direction on a general or selective basis to the following terminal areas:

1. Elevators
2. Elevator lobbies
3. Corridors
4. Exit stairways
5. Rooms and tenant spaces
6. Dwelling units
7. Hotel guest rooms
8. Areas designated as safe refuge within the building.

(Ord. No. 2022-22, § 2, 12-7-22)

325.1.5. Fire command center.

A fire command center for fire department operations may be required. The location and accessibility of the fire command center shall be approved by the fire department. The room shall be separated from the remainder of the building by not less than a 1-hour fire barrier. The room shall be a minimum of 200 square feet with a minimum dimension of 10 feet. It shall contain the following facilities at a minimum:

1. Voice alarm and public address panels
2. Fire department communications panel
3. Fire alarm enunciator panel
4. Elevator enunciator panel (when building exceeds 55 feet in height)
5. Status indicators and controls for air-handling systems (stairwell pressurization)
6. Controls for unlocking stairwell doors
7. Fire pump status indicators (if required)
8. Set of complete building plans
9. Elevator control switches for switching of emergency power
10. Work table.

(Ord. No. 2022-22, § 2, 12-7-22)

325.1.6. Annunciation identification.

Control panels in the central control station shall be permanently identified as to their function. Water flow, automatic fire detection and manually-activated fire alarms, and supervisory and trouble signals shall be monitored by an approved UL-listed central monitoring station and annunciated in the fire command center by means of an audible and visual indicator. For the purposes of annunciation, zoning shall be in accordance with the following:

1. When the system serves more than one building, each building shall be a separate zone.
2. Each floor in a building shall be a separate zone.
3. When one or more risers serve the same floor, each riser shall be a separate zone.

(Ord. No. 2022-22, § 2, 12-7-22)

325.1.8. Fire Department communication system.

An approved two-way fire department communication system designed and installed in accordance with NFPA 72 shall be provided for fire department use per section 907.2.13.2. (Ord. No. 2022-22, § 2, 12-7-22)

325.1.9.2. Pressurized enclosures and stairways.

All required stairways and enclosures in a mid-rise building shall be pressurized as specified in section 909. Pressurized stairways shall be designed to exhaust smoke manually when needed. (Ord. No. 2022-22, § 2, 12-7-22)

325.1.9.3. Vestibules.

Pressurized stairway enclosures serving a mid-rise building shall be provided with a pressurized entrance vestibule on each floor that complies with section 909. (Ord. No. 2022-22, § 2, 12-7-22)

325.1.9.4. Pressure differences.

The minimum pressure difference between a vestibule and adjacent areas shall comply with section 909. (Ord. No. 2022-22, § 2, 12-7-22)

325.1.9.5. Locking of stairway doors.

All stairway doors that are locked to prohibit access from the interior of the stairway shall have the capability of being unlocked simultaneously, without unlatching, upon a signal from the fire command center. Upon failure of normal electrical service or activation of any fire alarm, the locking mechanism shall automatically retract to the unlocked position.

A telephone or other two-way communication system connected to an approved emergency service which operates continuously shall be provided at not less than every third floor in each required exit stairway vestibule.

Approved signage stating doors are locked shall be provided in each stairwell vestibule on each floor in which entry may be made and on each floor in which a telephone is located. Hardware for locking stairway vestibule doors shall be State Fire Marshal listed and approved by the chief by permit before installation. Stairway doors located between the vestibules and the stairway shaft shall not be locked. (Ord. No. 2022-22, § 2, 12-7-22)

505.3. Directory map.

A lighted directory map, meeting current fire department standards, shall be installed at the driveway entrance to a residential project or a mobile home park, with more than fifteen (15) units. (Ord. No. 2022-22, § 3, 12-7-22)

505.4. Response map updates.

Attachment "1"
ESCONDIDO CODE

Any new development which necessitates updating emergency response maps due to new structures, hydrants, roadways or similar features shall be required to provide map updates in a format compatible with current department mapping services and shall be charged a reasonable fee for updating all response maps.
(Ord. No. 2022-22, § 4, 12-7-22)

5704.2.9.6.1. Locations where above-ground tanks are prohibited.

Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the City of Escondido except for areas zoned for commercial use, industrial use, or agricultural use or as approved by the Fire Code Official.

Exceptions:

1. In areas zoned for other than residential uses, when approved by the fire code official.
2. Crankcase draining may be stored in specially constructed aboveground storage tanks, approved by the fire code official, with a maximum capacity of five hundred fifty (550) gallons. Such tanks may be located within a building when the fire code official deems appropriate and the container meets U.L. Standard 2085. Containers shall be installed and used in accordance with their listing, and provisions shall be made for leak and spill containment. In no case shall storage be allowed in residential or institutional property. The fire code official may disapprove the installation of such containers when in his or her opinion their use presents a risk to life or property.
3. With the fire code official's approval, class I and II liquids may be stored aboveground outside of buildings in specially designed, approved, and listed containers which meet U.L. Standard 2085. Containers shall be installed and used in accordance with their listing, and provisions shall be made for leak and spill containment. The fire code official may disapprove the installation of such containers when in his or her opinion their use presents a risk to life or property.

5706.2.4.4. Locations where above-ground tanks are prohibited.

The storage of Class I and II liquids in above-ground tanks is prohibited in residential areas within The City of Escondido. Exceptions to these limits may be granted by the Fire Code Official when it can be demonstrated that the proposed exception poses no significant risk to life or property.

Exceptions:

1. In areas zoned for other than residential uses, when approved by the fire code official.
2. Crankcase draining may be stored in specially constructed aboveground storage tanks, approved by the fire code official, with a maximum capacity of five hundred fifty (550) gallons. Such tanks may be located within a building when the fire code official deems appropriate and the container meets U.L. Standard 2085. Containers shall be installed and used in accordance with their listing, and provisions shall be made for leak and spill

Attachment "1"
CALIFORNIA FIRE CODE AMENDMENTS

containment. In no case shall storage be allowed in residential or institutional property. The fire code official may disapprove the installation of such containers when in his or her opinion their use presents a risk to life or property.

3. With the fire code official's approval, class I and II liquids may be stored aboveground outside of buildings in specially designed, approved, and listed containers which meet U.L. Standard 2085. Containers shall be installed and used in accordance with their listing, and provisions shall be made for leak and spill containment. The fire code official may disapprove the installation of such containers when in his or her opinion their use presents a risk to life or property.

6104.2. Maximum capacity within established limits.

The storage of liquefied petroleum gas (LPG) is prohibited within the City of Escondido, except for areas zoned for commercial use, industrial use, or agricultural use. Storage shall be in accordance with the California Fire Code and NFPA 58. The aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons unless approved by the Fire Code Official. This section shall not prohibit the use of LPG for the purpose of cooking on a grill when use and storage are in accordance with the California Fire Code and NFPA 58. Additional locations and maximum quantities may be considered by the Fire Code Official when it can be demonstrated that the proposed exception poses no significant risk to life or property and there is a sufficient response capability by the Escondido Fire Department.



CITY of ESCONDIDO

FUTURE AGENDA

12/10/2025

PRESENTATION: SAN DIEGO COUNTY AIR POLLUTION CONTROL DISTRICT

CONSENT CALENDAR - (C.HOLMES) - APPROVAL OF THE FY2026/27 RECOGNIZED OBLIGATION PAYMENT SCHEDULE - It is requested that the City Council adopt Resolution No. 2025-140 to approve the FY2026/27 Recognized Obligation Payment Schedule ("ROPS") so that the Successor Agency may continue to make payments due for enforceable obligations.

CONSENT CALENDAR - (C.HOLMES) - ANNUAL FINANCIAL REPORT ON CAPITAL FUNDS FUNDED BY DEVELOPMENT IMPACT FEES PER GOVERNMENT CODE SECTION 66006 - Request the City Council to receive and file the annual and five-year reports on capital funds funded by developer fees for the fiscal year ended June 30, 2025.

CONSENT CALENDAR - (K. SNYDER) - APPROVE BUDGET ADJUSTMENT, AWARD PUBLIC IMPROVEMENT AGREEMENT FOR CONSTRUCTION OF FENCING ALONG THE ESCONDIDO CREEK TRAIL FROM HARMONY GROVE ROAD TO WINDSOR PLACE, AND APPROVE AMENDMENT TO JPW AGREEMENT

CONSENT CALENDAR - (K. SNYDER) - PL24-0263: 452 BEAR VALLEY PARKWAY OUT OF AGENCY SEWER AGREEMENT

CONSENT CALENDAR - (J. TENDER) - FIRE DEPARTMENT REQUEST: ADDITION OF SIXTH AMBULANCE TO ENHANCE EMS SERVICES - Request City Council to Approve Resolution 25-161 authorizing the Mayor, or his designee, to execute, on behalf of the City, all documents necessary to purchase and staff one additional ambulance for the Escondido Fire Department.

PUBLIC HEARING - (K. SNYDER) - PL25-0020/PL25-0021/PL25-0023/PL25-0024: WEST VALLEY PARKWAY 70-UNIT CONDOMINIUMS - It is requested that the City Council approve a project within the Downtown Specific Plan (SPA-9) General Plan land use designation, and Specific Plan (S-P) zone consisting of a Tentative Subdivision Map, Planned Development Permit (Master and Precise Plan), and Design Review Permit all to permit construction of 70 dwelling units ("Project").

CURRENT BUSINESS - (C. HOLMES) - COST RECOVERY USER FEES - Review of the cost recovery user fee schedule.

CURRENT BUSINESS - (Z. BECK) - SB 707 BROWN ACT UPDATE

CURRENT BUSINESS - (Z. BECK) - CITY COUNCIL SUBCOMMITTEE POLICY