



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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**WEDNESDAY, MARCH 20, 2024**

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

**5:00 PM - Regular Session**

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

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

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

#### **MAYOR**

Dane White

#### **DEPUTY MAYOR**

Christian Garcia (District 3)

#### **COUNCILMEMBERS**

Consuelo Martinez (District 1)

Joe Garcia (District 2)

Michael Morasco (District 4)

#### **CITY MANAGER**

Sean McGlynn

#### **CITY ATTORNEY**

Michael McGuinness

#### **CITY CLERK**

Zack Beck

#### **HOW TO WATCH**

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

##### **In Person**



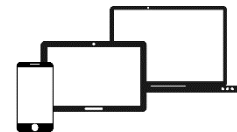
201 N. Broadway

##### **On TV**



Cox Cable Channel 19 and U-verse Channel 99

##### **Online**



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



# CITY *of* ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 20, 2024

### HOW TO PARTICIPATE

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

#### In Person



Fill out Speaker Slip and Submit to City Clerk

#### In Writing



<https://escondido-ca.municodemeetings.com>

### ASSISTANCE PROVIDED

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





# CITY *of* ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 20, 2024

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### CLOSED SESSION

4:00 PM

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### CALL TO ORDER

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

### ORAL COMMUNICATIONS

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

1. **CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)**
  1. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Escondido Police Officers' Association Non-Sworn Personnel Bargaining Unit
  2. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Escondido City Employees' Association Supervisory Bargaining Unit
  3. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Maintenance and Operations Bargaining Unit and Administrative / Clerical / Engineering Bargaining Unit, Teamsters Local 911
  4. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Police Management Association Bargaining Unit

### ADJOURNMENT



# CITY *of* ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 20, 2024

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### REGULAR SESSION

5:00 PM Regular Session

Escondido City Council Mobilehome Rent Review Board

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### MOMENT OF REFLECTION

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

### CALL TO ORDER

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

### FLAG SALUTE

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

### PRESENTATION

Agtech Hackathon

### CLOSED SESSION REPORT

### ORAL COMMUNICATIONS

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### CONSENT CALENDAR

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

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





# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 20, 2024

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

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

- 381677 – 381859 dated February 28, 2024
- 381860 – 382063 dated March 06, 2024

Staff Recommendation: Approval (Finance Department: Christina Holmes)

**3. APPROVAL OF MINUTES: Regular meetings of February 28, 2024 and March 6, 2024**

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

**5. AMENDMENT NO. 5 TO SAN DIEGO REGIONAL STORMWATER COPERMITTEE MOU**

Request the City Council adopt Resolution No. 2024-25, authorizing the Mayor to execute, on behalf of the City of Escondido, an amendment to the National Pollutant Discharge Elimination System, San Diego Regional Stormwater Copermittees Memorandum of Understanding ("MOU").

Staff Recommendation: Approval (Utilities Department: Angela Morrow, Interim Director of Utilities)

Presenter: Angela Morrow, Interim Director of Utilities

a) Resolution No. 2024-25

**6. APPROVE AMENDMENT 1 TO CONSULTING AGREEMENT WITH HOCH CONSULTING FOR PROJECT MANAGEMENT AND ENGINEERING SERVICES FOR CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS**

Request the City Council approve Resolution No. 2024-30, authorizing the Mayor, on behalf of the City, to execute Amendment No. 1 to the consulting services agreement with Hoch Consulting for project management, inspection and engineering services in the amount of \$2,012,366.85.

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

Presenter: Jonathan Schauble, Principal Civil Engineer

a) Resolution No. 2024-30



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 20, 2024

**7. AWARD CONSTRUCTION CONTRACT FOR THE 2023 STREET REHABILITATION AND MAINTENANCE PROJECT - PHASE 2**

Request the City Council adopt Resolution No. 2024-32 awarding the 2023 Street Rehabilitation and Maintenance Project – Phase 2 (“Project”) to Eagle Paving LLC, determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$5,445,740.

Staff Recommendation: Approval (Development Services Department: Christopher Mc Kinney, Deputy City Manager/Interim Director of Development Services and Julie Procopio, City Engineer)

Presenter: Matthew Souttere, Project Manager

a) Resolution No. 2024-32

### **PUBLIC HEARING**

**8. SHORT-FORM RENT INCREASE APPLICATION FOR GREENCREST MOBILE HOMEPARK**

Request the City Council review and consider Greencrest Mobilehome Park’s Short-Form Application and adopt the Rent Review Board Resolution No. RRB 2024-33.

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

Presenter: Danielle Lopez, Housing and Neighborhood Services Manager

a) Resolution No. RRB 2024-33

### **CURRENT BUSINESS**

**9. FINANCIAL REPORT FOR THE QUARTER ENDED DECEMBER 31, 2023 AND BUDGET ADJUSTMENT REQUEST**

Request the City Council receive and file the second quarter financial report for Fiscal Year 2023/24 and adopt Budget Adjustments to amend the Fiscal Year 2023/24 operating and capital improvement budgets.

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

Presenter: Christina Holmes, Director of Finance



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 20, 2024

### **10. BOARD AND COMMISSION INTERVIEWS**

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

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

Presenter: Zack Beck, City Clerk

### **FUTURE AGENDA**

### **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)

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

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

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

### **ORAL COMMUNICATIONS**

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### **ADJOURNMENT**

### **UPCOMING MEETING SCHEDULE**

Wednesday, March 27, 2024	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>
Wednesday, April 03, 2024	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>



# CITY *of* ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 20, 2024

### **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

March 20, 2024

# **AFFIDAVITS**

## **OF**

## **ITEM**

## **POSTING –**

- **SHORT-FORM RENT INCREASE APPLICATION FOR GREENCREST MOBILE HOMEPARK**



# STAFF REPORT

March 20, 2024  
File Number 0400-40

## SUBJECT

APPROVAL OF WARRANT REGISTER (COUNCIL)

## DEPARTMENT

Finance

## RECOMMENDATION

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

381677 – 381859 dated February 28, 2024

381860 – 382063 dated March 06, 2024

Staff Recommendation: Approval (Finance Department: Christina Holmes)

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

**COUNCIL PRIORITY** –

## FISCAL ANALYSIS

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

February 22, 2024 - February 28, 2024 is \$1,522,870.77

February 29, 2024 – March 06, 2024 is \$2,912,676.41

**PREVIOUS ACTION** – None

## BACKGROUND

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



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

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### CLOSED SESSION

4:00 PM

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### CALL TO ORDER

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

### ORAL COMMUNICATIONS

None

### CLOSED SESSION

#### I. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)

- a. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Escondido Police Officers' Association Sworn Personnel Bargaining Unit
- b. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Escondido Police Officers' Association Non-Sworn Personnel Bargaining Unit
- c. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Escondido Firefighters' Association Safety Personnel and Non-safety Personnel Bargaining Unit
- d. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Escondido City Employees' Association Supervisory Bargaining Unit
- e. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Maintenance and Operations Bargaining Unit and Administrative / Clerical / Engineering Bargaining Unit, Teamsters Local 911
- f. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Police Management Association (Unrecognized) Bargaining Unit



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

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

- a. Property: 272 Via Rancho Pkwy., Escondido (North County Mall/former Nordstrom)  
Agency Negotiator: Sean McGlynn, City Manager, or designee  
Negotiating Parties: Larry Green, L. Green Investment & Development, LLC  
Under Negotiation: Price and Terms of Potential Ground Lease

### III. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code § 54956.9(d)(1))

- a. Claim No. CL-5681 (Gabino Gonzalez)

## ADJOURNMENT

Mayor White adjourned the meeting at 4:26 p.m.

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MAYOR

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CITY CLERK





# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### REGULAR SESSION

5:00 PM Regular Session

### MOMENT OF REFLECTION

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### FLAG SALUTE

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### CALL TO ORDER

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

### CLOSED SESSION REPORT

Claim No. CL-5681 (Gabino Gonzalez)

Council unanimously approved a settlement in the amount of \$9,517.88

### ORAL COMMUNICATIONS

Gayle Powers – Thanked the City for hosting the “Love Esco” event.

### CONSENT CALENDAR

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

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

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

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

- 381220 – 381465 dated February 14, 2024

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. **APPROVAL OF MINUTES: None**



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

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

### **5. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ESCONDIDO AND THE ESCONDIDO FIREFIGHTERS' ASSOCIATION**

Request the City Council adopt Resolution No. 2024-22, approving a one-year Memorandum of Understanding ("MOU") between the City of Escondido ("City") and the Escondido Firefighters' Association ("Association"), commencing January 1, 2024, through December 31, 2024. (File Number 0740-30)

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2024-22

### **CURRENT BUSINESS**

### **6. REVIEW OF CITY DATA REGARDING HOMELESSNESS**

Request the City Council receive and file an update on City data regarding homelessness. (File Number 0610-90)

Staff Recommendation: Receive and File (City Manager's Office: Christopher McKinney, Deputy City Manager/Interim Director of Development Services; Police Department: Ed Varso, Chief of Police)

Presenters: Christopher McKinney, Deputy City Manager/Interim Director of Development Services and Ed Varso, Chief of Police

### **7. HOMELESSNESS POLICY STATEMENT**

Request the City Council approve the Homelessness Policy Statement created by the Ad-Hoc Subcommittee on Homelessness. (File Number 0610-90)

Staff Recommendation: Approval (City Council: Dane White, Mayor and Joe Garcia, Councilmember)

Presenters: Dane White, Mayor and Joe Garcia, Councilmember

Katharine Framm – Requested the policy statement focus on children.

Logan Government – Requested the City build a local shelter.

Meg Decker – Expressed opposition to the policy statement.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Verna Sundquist – Requested the City build a day center.

Greg Anglea – Requested the City partner with Interfaith Community Services.

Kymberly Walker – Expressed concern that the policy statement criminalizing the homeless population.

Robert Constantino – Requested the City partner with Interfaith Community Services.

Bryant Rumbaugh – Expressed the importance of dealing with the deeper causes of homelessness.

Joan Reed – Requested the City Council to make a wise decision.

Motion to instruct staff to explore a moratorium on homelessness service providers in the downtown area and include language regarding families in the policy statement: White; Second: J. Garcia; Approved: 4-1 (Martinez – No)

### **8. LAKE WOHLFORD DAM REPLACEMENT PROJECT: CONSULTING AGREEMENTS AND CONTRACTOR RETENTION RATE**

Request the City Council take the following actions: adopt Resolution No. 2024-15, authorizing the Mayor to execute a Consulting Agreement in the amount of \$12,896,890 with GEI Consultants, Inc., for construction management services for the Lake Wohlford Dam Replacement Project (“Project”); and adopt Resolution No. 2024-16, authorizing the Mayor to execute a Consulting Agreement in the amount of \$256,824 with Golden State Labor Compliance, LLC, for labor compliance monitoring services for the Project; and adopt Resolution No. 2024-17, approving the finding that the construction of the Project will be substantially complex and requires the contractor retention rate on the project to be set at 10%. (File Number 0600-10; A-3494; A-3495)

Staff Recommendation: Approval (Utilities Department: Angela Morrow, Interim Director of Utilities)

Presenter: Angela Morrow, Interim Director of Utilities

a) Resolution No. 2024-15

b) Resolution No. 2024-16

c) Resolution No. 2024-17

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



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### FUTURE AGENDA

#### 9. 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 WEEKLY ACTIVITY REPORT

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

### ORAL COMMUNICATIONS

None

### ADJOURNMENT

Mayor White adjourned the meeting at 7:30 p.m.

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MAYOR

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CITY CLERK



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

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### CLOSED SESSION

4:00 PM

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### CALL TO ORDER

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

### ORAL COMMUNICATIONS

None

### CLOSED SESSION

#### I. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)

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Employee Organization: Escondido Firefighters' Association Safety Personnel and Non-safety Personnel Bargaining Unit
- d. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Escondido City Employees' Association Supervisory Bargaining Unit
- e. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Maintenance and Operations Bargaining Unit and Administrative / Clerical / Engineering Bargaining Unit, Teamsters Local 911
- f. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Police Management Association (Unrecognized) Bargaining Unit



# CITY *of* ESCONDIDO

## COUNCIL MEETING MINUTES

### ADJOURNMENT

Mayor White adjourned the meeting at 4:51 p.m.

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MAYOR

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CITY CLERK



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

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### REGULAR SESSION

5:00 PM Regular Session

Escondido City Council Mobilehome Rent Review Board

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### FLAG SALUTE

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### CALL TO ORDER

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

### CLOSED SESSION REPORT

### ORAL COMMUNICATIONS

Chuck Lowery – Expressed opposition to the City’s Policy Statement on Homelessness.

Lucas Paoella – Expressed concern regarding traffic and homeless encampments.

Christine Vogelsang – Shared a passage from a historical novel about BB Bradford.

Chris Hodge – Expressed gratitude for the City of Escondido and concern regarding the new speed limits on Centre City Parkway.

Becky Rapp – Expressed support for the Policy Statement on Homelessness.

### CONSENT CALENDAR

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

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



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

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

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

- 381466 – 381676 dated February 21, 2024

Staff Recommendation: Approval (Finance Department: Christina Holmes)

### 3. **APPROVAL OF MINUTES: Regular meeting of February 21, 2024**

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

### 5. **TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2023**

Request the City Council approve the Quarterly Investment Report for the quarter ended December 31, 2023. (File Number 0490-55)

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

Presenter: Douglas Shultz, City Treasurer

### 6. **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ESCONDIDO AND THE ESCONDIDO POLICE OFFICERS' ASSOCIATION – SWORN PERSONNEL**

Request the City Council adopt Resolution No. 2024-21, approving a one-year Memorandum of Understanding ("MOU") between the City of Escondido ("City") and the Escondido Police Officers' Association - Sworn Personnel ("Association"), commencing January 1, 2024, through December 31, 2024. (File Number 0740-30)

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2024-21

### 7. **APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE OFFICER JAY NORRIS**

Request the City Council adopt Resolution No. 2024-14, approving the California Public Employees' Retirement System ("CalPERS") Service Pending Industrial Disability Retirement for Police Officer Jay Norris. (File Number 0170-57)

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

Presenter: Jessica Perpetua, Director of Human Resources





# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

a) Resolution No. 2024-14

**8. APPROVE CONVERSION OF TWO TEMPORARY (GRANT-FUNDED) PROJECT MANAGER POSITIONS TO REGULAR FULL-TIME**

Request the City Council adopt Resolution No. 2024-20 approving the conversion of two Project Manager position from temporary (Grant-funded) to regular full-time as necessary to support ongoing Capital Improvement Program delivery needs. (File Number 0700-50)

Staff Recommendation: Approval (Development Services Department: Christopher McKinney, Deputy City Manager, and Julie Procopio, City Engineer)

Presenter: Jonathan Schauble, Principal Engineer

a) Resolution No. 2024-20

**9. AMENDMENT NO. 1 TO THE 2003 AGREEMENT RELATING TO SUPPLEMENTAL WATER AMONG THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, THE SAN LUIS REY SETTLEMENT PARTIES, AND THE UNITED STATES**

Request the City Council adopt Resolution No. 2024-24, authorizing the Mayor to execute, on behalf of the City of Escondido, Amendment No. 1 to the 2003 Agreement Relating to Supplemental Water Among the Metropolitan Water District of Southern California, the San Luis Rey Settlement Parties, and the United States ("MWD Exchange Agreement"). (File Number 0600-10; A-2651-1)

Staff Recommendation: Approval (Utilities Department: Angela Morrow, Interim Director of Utilities)

Presenter: Angela Morrow, Interim Director of Utilities

a) Resolution No. 2024-24

**10. PURCHASE TWENTY-TWO (22) FORD PATROL UTILITY VEHICLES**

Request the City Council adopt Resolution No. 2024-18 authorizing the Police Department to purchase up to \$1,270,000 of Ford Police Utility Vehicles from Peoria Ford PFVT Motors, LLC and to approve the disposal of the surplus vehicles via auction. (File Number 0600-10; A-3496)

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

Presenter: Edward Varso, Chief of Police

a) Resolution No. 2024-18R



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

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

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

**11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, REPEALING ESCONDIDO MUNICIPAL CODE CHAPTER 33, ARTICLE 40, SECTION 33-791, HISTORIC PRESERVATION COMMISSION**

Approved on February 21, 2024 with a vote of 4/0 (Morasco - Absent)

a) Ordinance No. 2024-03 (Second Reading and Adoption)

### PUBLIC HEARING

**12. LONG-FORM RENT REVIEW BOARD HEARING FOR TOWN AND COUNTRY CLUB MOBILEHOME PARK (CASE/FILE # 0697-20-10293)**

Request the City Council conduct a public hearing, consider the Long-form rent increase application submitted by Town and Country Club Mobilehome Park as well as the Town and Country Long-Form Rent Increase Analysis provided by RSG, approve an increase in accordance with the factors set forth in the Escondido Mobilehome Rent Control Ordinance and the Mobilehome Rent Review Board Guidelines, and if approved, adopt Rent Review Board Resolution No. RRB 2024-28. (File Number 0697-20-10293)

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

Presenter: Danielle Lopez, Housing and Neighborhood Services Manager

a) Resolution No. RRB 2024-28

Dyanna Riley – Expressed opposition to the rent increase.

Bill Collingwood – Expressed opposition to the rent increase.

Donna Collingwood – Expressed opposition to the rent increase.

Gloria Summers – Expressed opposition to the rent increase.

Xiomara Dipiero-Molinta – Expressed opposition to the rent increase.

Dawn Metz – Expressed opposition to the rent increase.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Susan Romero – Expressed opposition to the rent increase.

Jack Yeary – Expressed opposition to the rent increase.

Judy Maron – Expressed opposition to the rent increase.

Linoa Lawson – Expressed opposition to the rent increase.

Alice Shea – Expressed opposition to the rent increase.

Sue Hogue – Expressed opposition to the rent increase.

Michelle Brown – Expressed opposition to the rent increase.

Suzie Choie – Expressed opposition to the rent increase.

Loraine Davis – Expressed opposition to the rent increase.

Linda Deval – Expressed opposition to the rent increase.

Debbie Mahan – Expressed opposition to the rent increase.

Francisco Garcia – Expressed opposition to the rent increase.

Ruth Garrett– Expressed opposition to the rent increase.

Bruce Kleeg – Expressed support for the rent increase.

James Kellogg– Expressed opposition to the rent increase.

Michael Bernard – Expressed opposition to the rent increase.

Jamie Washington– Expressed opposition to the rent increase.

Motion to increase the rent 10.49%: Morasco; Second: C. Garcia; Approved: 5-0

### CURRENT BUSINESS

#### 13. **BOARD AND COMMISSION INTERVIEWS**

Request the City Council conduct interviews of applicants to fill vacancies on the City's Boards and Commissions. (File Number 0120-15)

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



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Presenter: Zack Beck, City Clerk

### 14. **RESOLUTION IN SUPPORT OF ASSEMBLY BILL 1999**

Request the City Council approve Resolution No. 2024-26 in support of Assembly Bill 1999.  
(File Number 1300-00)

Staff Recommendation: Approval (City Council: Deputy Mayor Christian Garcia)

Presenter: Christian Garcia, Deputy Mayor

a) Resolution No. 2024-26

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

## **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 WEEKLY ACTIVITY REPORT**

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

### **ORAL COMMUNICATIONS**

None



# CITY *of* ESCONDIDO

## COUNCIL MEETING MINUTES

### ADJOURNMENT

Mayor White adjourned the meeting at 9:17 p.m.

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MAYOR

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CITY CLERK



# STAFF REPORT

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## ITEM NO. 4

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### SUBJECT

### WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

### ANALYSIS

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

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

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

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

### RECOMMENDATION

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

Respectfully Submitted,

Zack Beck  
City Clerk



# STAFF REPORT

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March 20, 2024

File Number 0600-10; A-2896-5

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## SUBJECT

### **AMENDMENT NO. 5 TO SAN DIEGO REGIONAL STORMWATER COPERMITTEE MOU**

## DEPARTMENT

Utilities Department, Wastewater Division, Environmental Programs

## RECOMMENDATION

Request the City Council adopt Resolution No. 2024-25, authorizing the Mayor to execute, on behalf of the City of Escondido, an amendment to the National Pollutant Discharge Elimination System, San Diego Regional Stormwater Copermittees Memorandum of Understanding ("MOU").

Staff Recommendation: Approval (Utilities: Angela Morrow)

Presenter: Angela Morrow, Interim Director of Utilities

**ESSENTIAL SERVICE** – Yes, Clean Water.

**COUNCIL PRIORITY** – Neighborhood Improvement.

## FISCAL ANALYSIS

Amendment No. 5 to the MOU does not directly result in any additional expenditures. The current fiscal year budget for Environmental Programs includes \$190,000 for regional programs and watershed program costs. Fiscal Year 2023 actual costs were less than \$120,000.

## PREVIOUS ACTION

In November 2007, the MOU was signed by the City Manager.

In March 2010 and March 2014, the First and Second Amendments, respectively, were signed by the Mayor.

In July 2015 and October 2019, the Third and Fourth Amendments, respectively, were signed by the City Manager.



# CITY of ESCONDIDO

## STAFF REPORT

### BACKGROUND

The San Diego Regional Water Quality Control Board (“RWQCB”) issued Order No. R9-2007-0001 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (“NPDES”) PERMIT AND WASTE DISCHARGE REQUIREMENTS FOR DISCHARGES FROM THE MUNICIPAL SEPARATE STORM SEWER SYSTEMS (“MS4s”) DRAINING THE WATERSHEDS WITHIN THE SAN DIEGO REGION on January 24, 2007 as a means to regulate discharges of stormwater and urban runoff. The requirements included the establishment of a management structure and determining a cost sharing mechanism for the twenty-one NPDES San Diego Regional Copermittees.

The Copermittees entered into a San Diego Regional Stormwater Copermittees MOU on November 16, 2007, to comply with the requirement that they cooperate in the implementation of activities and programs. The MOU has been the vehicle used to accomplish permit-mandated requirements at a regional level, resulting in efficiencies by eliminating duplication of effort in multiple agencies.

Prior to 2014, the Regional Programs budget and the MOU had been kept separate, with the budget being developed and approved on an annual basis. By agreement of the participating agencies, the second amendment and future MOUs began inclusion of not-to-exceed annual costs for implementation of the MOU to be shared among the Copermittees. This cost share is based on a formula that uses the percentage of the total population (45 percent), a percentage of the total urbanized land area (45 percent), and an equal division of the remaining costs (10 percent) between the Copermittees. The 2019 amendment primarily clarified Brown Act applicability with the subordinate program workgroups that only recommended funding actions to the Program Planning Subcommittee.

The current regional stormwater permit, NPDES permit Order No. R9-2013-0001, as amended, was issued on May 8, 2013. Permits had typically been reissued on a five-year schedule, with the current permit set to expire on June 27, 2018. The RWQCB has not yet reissued a new Permit, and the terms and conditions are automatically continued pending issuance of a new permit. However, the current Copermittees MOU is due to expire in August 2024. To allow the continued implementation of permit-mandated, regionally-funded programs until permit reissuance, the County of San Diego, in collaboration with other Copermittees, has prepared this Amendment No. 5 to extend the MOU until August 2029 or until the permit is reissued plus twelve months, whichever is longer.

### RESOLUTIONS

- A. Resolution No. 2024-25
- B. Resolution No. 2024-25 – Exhibit “A”: Amendment 5 Regional Stormwater Copermittee MOU



## RESOLUTION NO. 2024-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR  
TO EXECUTE, ON BEHALF OF THE CITY, THE FIFTH  
AMENDMENT TO THE NATIONAL POLLUTANT  
DISCHARGE ELIMINATION SYSTEM, SAN DIEGO  
REGIONAL STORMWATER COPERMITTEES  
MEMORANDUM OF UNDERSTANDING

WHEREAS, the San Diego Regional Water Quality Control Board (“RWQCB”) issued National Pollutant Discharge Elimination System (“NPDES”) Permit Order No. 2001-01 in February 2001, wherein it required the County of San Diego, the San Diego Port District, and the municipalities within the County of San Diego (“Copermittees”) to improve water quality by preventing pollutants from entering receiving waters from stormwater and urban runoff; and

WHEREAS, on January 24, 2007, the RWQCB issued Permit Order No. R9-2007-001, which replaced Order No. 2001-001 and expanded on that Permit Order’s requirements for the NPDES San Diego Regional Copermittees. The requirements included the establishment of a management structure and determining a cost sharing mechanism for complying with the Order; and

WHEREAS, the Copermittees entered into a San Diego Regional Stormwater Copermittees Memorandum of Understanding (“MOU”) on November 16, 2007, to comply with the NPDES Permit Order No. R9-2007-001 requirement that they cooperate in the implementation of activities and programs; and

WHEREAS, on May 8, 2013, the RWQCB issued Permit Order No. R9-2013-001, as amended, which includes requirements in addition to those that were previously imposed on the Copermittees; and

WHEREAS, NPDES Permit Order No. R9-2013-001, as amended, expired on June 27, 2018; and

WHEREAS, the San Diego RWQCB has yet to re-issue a new NPDES permit to the Copermittees;  
and

WHEREAS, the Copermittees wish to amend the MOU to extend the termination date through August 2029, or until a new permit is reissued plus twelve months, whichever is longer.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute, on behalf of the City of Escondido, the Fifth Amendment to NPDES San Diego Regional Stormwater Copermittees Memorandum of Understanding, which is attached as Exhibit "A" to this Resolution and incorporated by this reference.

**Fifth Amended National Pollutant Discharge Elimination System**

**San Diego Regional Stormwater Copermittees**

**MEMORANDUM OF UNDERSTANDING**

**2024**

This Memorandum of Understanding (MOU), entered into by the County of San Diego (County), the San Diego Unified Port District (Port), the San Diego County Regional Airport Authority (Airport), and the incorporated cities of San Diego, Carlsbad, Chula Vista, Coronado, Escondido, Imperial Beach, La Mesa, San Marcos, Del Mar, El Cajon, Encinitas, Lemon Grove, National City, Oceanside, Poway, Santee, Solana Beach, and Vista (Cities), collectively called Copermittees, establishes the shared program responsibilities of each party with respect to compliance with the National Pollutant Discharge Elimination System (NPDES) stormwater permit regulations administered by the United States Environmental Protection Agency (U.S. EPA) under the authority granted by the Federal Water Pollution Control Act (Clean Water Act) 33 USCA 1251 et seq. as amended.

**RECITALS**

WHEREAS, in 1987 Congress amended Section 402 of the Federal Water Pollution Control Act (33 USCA §1342p) to require the U.S. EPA to promulgate regulations for applications for permits for stormwater discharges; and

WHEREAS, the U.S. EPA adopted final permit regulations on November 16, 1990; and

WHEREAS, these permit regulations require the control of pollutants from stormwater discharges by requiring an NPDES permit, which would allow the lawful discharge of stormwater into waters of the United States; and

WHEREAS, the County, the Port, the Airport, and the Cities desire to implement an integrated stormwater management program with the objective of improving surface water quality in the County of San Diego, but do so without waiving and expressly subject to any and all objections and appeals made by any Copermittee in response to any NPDES Permit; and

WHEREAS, the California State Water Resources Control Board (CSWRCB) as designee of the U.S. EPA has delegated authority to the San Diego Regional Water Quality Control Board (Regional Board) for administration of the NPDES stormwater permit within the boundaries of its region; and

WHEREAS, on, May 8, 2013, the Regional Board issued an NPDES permit as Order No. R9-2013-0001, as amended by Order Nos. R9-2015-0001 and R9-2015-0100, NPDES No. CAS0109266, (Permit) governing waste discharge requirements for stormwater and urban runoff from the County, the Port, the Airport, and the Cities, naming these entities as Copermittees; and

WHEREAS, said Permit requires that the Copermittees cooperate in the implementation of various Water Quality Improvement Plans and watershed management strategies to comply with the Permit and any future amendments and/or reissuances thereto.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

## I. DEFINITIONS

**At Large** means representing all of the Copermittees of this MOU.

**Chair** means presiding over and providing leadership and direction to a Working Body. This includes serving as a point of contact to external entities such as Regional Board staff, stakeholders, and industry groups, soliciting group input on and developing meeting content, facilitating meetings, and coordinating with the Secretary or Working Body Support staff to finalize work products for distribution to the Working Body. Chair responsibilities may also be divided between Co-Chairs.

**Contract Administration** means developing, soliciting, awarding, negotiating, and managing contracts.

**Consensus** means general agreement reached between the participants of a Working Body.

**Copermittee**, for the purposes of this agreement, means a stormwater agency located within San Diego County identified in Table 1a of the 2013 Permit, as amended.

**Default Formula** is the formula by which shared costs budgets for Regional General Programs or Watershed General Programs identified in Table 1 of this MOU are calculated, as described in Section II.B.1.a.(1).

**Direct Costs** mean those costs directly related to the development of a work product, and/or to the performance of a particular function or service. Direct Costs may include the wages of Copermittee employees engaged in an activity and the cost of materials or supplies, and/or contracts or consultants, needed to support that activity. Depreciation, equipment, and office space are not considered Direct Costs.

**Fiscal Year** starts on July 1 and ends on June 30 of the following year.

**General Programs** are collaborative urban runoff management activities which are (1) mandated by or necessary to implement requirements of the Permit, (2) necessary to anticipate the requirements, or prepare for renewal, of the Permit, (3) required to comply with Regional Board Orders or other directives required of Copermittees as point-source dischargers of urban runoff (e.g., 13267 Orders, Total Maximum Daily Loads, etc.), or (4) other stormwater and/or watershed management activities conducted with the unanimous approval of Copermittees sharing the cost or responsibility.

**In-kind Contribution** means a non-monetary contribution that can be used to satisfy an equivalent monetary obligation. Examples of In-kind Contributions are equipment or services provided for use.

**Program Planning Subcommittee or Planning Subcommittee** is composed as described in Section III.C.4 and 5.

**Regional General Program(s)** are activities that apply to all Copermittees, or that provide a regional benefit to Copermittees as determined by the Regional Management Committee.

**Regional Principal Permittee** is the County of San Diego unless another Regional Principal Permittee is selected in accordance with Section III.A. In addition to the responsibilities of all Copermittees described in Section II, the Regional Principal Permittee provides general coordination for the development and implementation of Regional General Programs, including the specific tasks and responsibilities described in Section III.A.1.b.

**Regional Stormwater Management Committee or Management Committee** is composed as described in Section III.B.2.

**Regional Work Plan** is a work plan that is one or more of the following: (1) developed and adopted annually for the purpose of conducting regional business to implement requirements of the Permit, (2) necessary to anticipate the requirements, or prepare for renewal, of the Permit, (3) required to comply with Regional Board Orders or other orders, directives, and/or regulatory mandates required of

Copermittees as dischargers of municipal stormwater (e.g., 13267 Orders, Total Maximum Daily Loads, etc.), or (4) other stormwater and/or watershed management activities conducted with the unanimous approval of Copermittees sharing the cost or responsibility.

**Representative** means a Copermittee staff member or consultant who serves as a point of contact and/or participant in the activities of a Working Body on behalf of the Copermittee. Except as described in Section III.B (Regional Stormwater Management Committee), Representatives are not required to attend meetings, but are expected to maintain a reasonable knowledge of, and involvement in, the activities of the Working Body. To the best of their ability each Copermittee Representative should have expertise and knowledge in the subject matter of each applicable Working Body.

**Secretary** means a person who takes responsibility for the records, correspondence, minutes or notes of meetings, and related affairs of a Working Body. This includes: maintaining group contact lists; preparing and sending out meeting notifications and agendas; arranging for meeting rooms and equipment; taking, preparing, and finalizing meeting minutes or notes; and, coordinating with the Chair or Working Body Support staff to organize and distribute work products to the Working Body.

**Simple Majority** means at least one-half (50%) of applicable Copermittees, rounded up to the nearest integer, or plus one where the number of Copermittees is even. For the purposes of this MOU, a simple majority may never be less than three Copermittees.

**Shared Cost Budget** is one that is agreed upon and shared by Copermittees for the purpose of conducting stormwater regulatory activities, and can be developed at a watershed, regional or other scale. The timeframe of shared cost budgets may be annual (fiscal year) or multi-year.

**Special Formula** means any cost share formula that differs from the Default Formula in the selection or weighting of individual factors or in the methodology used to calculate one or more of them.

**Three-fourths Majority** means at least three-fourths (75%) of applicable Copermittees, rounded up to the nearest integer. For the purposes of this MOU, a Three-fourths Majority may never be less than three Copermittees.

**Two-thirds Majority** means at least two-thirds (67%) of applicable Copermittees, rounded up to the nearest integer. For the purposes of this MOU, a Two-thirds Majority may never be less than three Copermittees.

**Urbanized Land Area** means the total of all SANDAG land uses within the geographic area, subject to the cost share, excepting therefrom, the following coded land uses: 1403 Military Barracks; 4102 Military Airports; 6700 Military Use; 6701 Military Use; 6702 Military Training; 6703 Military Weapons; 7209 Casinos; 7603 Open Space Reserves, Preserves; 7609 Undevelopable Natural Areas; 9200 Water; 9201 Bays, Lagoons; 9202 Inland Water; and 9300 Indian Reservations.

**Voting Member** means a Copermittee or Watershed Copermittee acting as an at-large representative responsible for voting on items as described in Section III.B. and Section III.C. of this MOU.

**Watershed Copermittee** means any Copermittee that is identified both as a Copermittee under Table 1.a of the Permit and a Responsible Copermittee under any Watershed Management Area as defined in Table B-1 of the Permit.

**Watershed General Programs** are activities that apply to the Copermittees comprising any individual Watershed Management Area (WMA) defined in Table B-1 of the Permit, or providing a general benefit to Copermittees within the WMA as determined by a Working Body.

**Working Body** means Committees, Subcommittees, and Sub-working body(s) such as Ad-Hoc Subcommittees assembled to conduct specific tasks required by, for, or in furtherance of, compliance with the Permit.

## II. RESPONSIBILITIES OF ALL COPERMITTEES

The following apply to General Programs.

### A. Performance and Reimbursement of Tasks

1. Any individual Copermittee performing tasks necessary to fulfill budgeted General Program responsibilities for a Working Body is entitled to reimbursement of the costs incurred in accordance with section II.B.
2. Any Copermittee performing contract administration tasks to fulfill budgeted General Program responsibilities for a Working Body is entitled to reimbursement of contract management costs at a rate of 5% of the total contract cost or as otherwise agreed on by the participating Copermittees.
3. Any Copermittee performing tasks other than contract administration or voluntarily serving as a Working Body Chair, Co-chair, or Secretary, is entitled to reimbursement of the Direct Costs of performing those services in accordance with section II.B.
4. A Copermittee shall not be obliged to conduct work, enter into any contract, continue with any work or contract, or incur any other cost on behalf of other Copermittees if each Copermittee has not contributed the funds that it is obliged to contribute toward the activity or program, or if the Copermittee has not received adequate assurances that such funds will be received before payments become due. The Copermittee shall have sole discretion to determine whether assurances that require funds will be timely received or adequate.
5. A member of a Working Body providing Working Body Support may terminate those obligations for convenience, but shall first make a good faith effort to carry out or transfer existing responsibilities to another party by providing written notification of termination to the Copermittees within the Working Body 90 days prior to the intended date of termination.

### B. Fiscal Responsibilities

1. Division of Shared General Program Costs
  - a. Prior to the allocation of shared costs, each proposed or approved budget task or sub-task shall be identified as either a Regional General Program cost or a Watershed General Program cost, and the Copermittees sharing that cost shall be identified. The cost of any particular budget element shall be subject to the approval of only the Copermittees to which it applies. The associated costs shall be divided among participating Copermittees as described below.
    - (1) Default Formula. Shared costs shall be divided according to a Default Formula of 45% Urbanized Land Area, 45% Population, and 10% Equal Division unless a Special Formula is approved by the Copermittees to which the cost applies. This formula applies only to the geographic boundary of the Regional General Program or Watershed General Program being considered.
      - (a) Population costs shall be divided among the Copermittees as follows: Whenever any geographic portion of the Port or Airport jurisdiction(s), respectively, lies(s) within the geographic area to which the shared program or activity is applicable, the Port or Airport, respectively, will each pay a fixed 0.5% of total Population costs. The remaining percentage of the population costs shall be divided among Copermittees by dividing the total population of each Copermittee by the combined total Copermittee population within the geographic area applicable to the shared program or activity. **These percentages shall be calculated at least once every 5 years using the most recently available population data available from the San Diego**

**Association of Governments (SANDAG), unless more recent data are available from an equivalent source such as the U.S. Census Bureau, and are determined to be acceptable by the Copermittees sharing the cost.**

- (b) Urbanized Land Area costs shall be divided among Copermittees by dividing the total Urbanized Land Area of each Copermittee by the combined total Urbanized Land Area of all participating Copermittees within the geographic area applicable to the shared program or activity. Urbanized Land Area shares shall be calculated using the most recently available San Diego Association of Governments (SANDAG) land use statistics. The Urbanized Land Area share for the County shall include those urbanized lands in the unincorporated portion of the County that are west of the County Water Authority (CWA) service area boundary as it exists on the date of this MOU or as formally amended by the CWA.
  - (c) Ten Percent (10%) of the total cost to be shared shall be divided equally amongst all of the Copermittees.
  - (d) Modification of the Default Formula requires the unanimous vote of all Copermittees. For cost sharing that applies only to a group that contains fewer than all Copermittees, a unanimous vote is required of all affected Copermittees.
- (2) Special Formulas. Special Formulas may be applied to any shared Regional or Watershed General Program cost and require the unanimous vote of the Copermittees participating in the cost.
- (3) In-kind Contributions. Subject to approval by the Copermittees participating in a particular shared General Program budget, a Copermittee may provide an In-kind contribution of equal value rather than a monetary contribution toward all or part of the cost of an activity. Copermittee In-kind contributions may include Working Body Support.

## 2. Work Plans and Shared Cost Budgets

### a. Limitations on Cost-sharing

General Program activities that are cost-shared by all Copermittees include collaborative municipal stormwater and watershed management activities which are

- (1) mandated by or necessary to implement requirements of the Permit,
- (2) necessary to anticipate the requirements, or prepare for renewal, of the Permit,
- (3) required to comply with Regional Board Orders or other directives required of Copermittees as dischargers of municipal stormwater (e.g., 13267 Orders, Total Maximum Daily Loads, etc.), or
- (4) other watershed management activities conducted with the unanimous approval of Copermittees sharing the cost or responsibility.

Examples of such activities include:

- (1) Development or implementation of any program requirements of the MS4 Permit, such as, the BMP Design Manual, regional education and outreach, or Water Quality Improvement Plans;

- (2) Public participation activities, such as facilitating public meetings and workshops;
- (3) Program assessment;
- (4) Plan updates;
- (5) Water quality monitoring, assessment and reporting;
- (6) Annual reporting, including establishment and management of data and information clearinghouses;
- (7) Preparation of technical analyses, recommendations and comments regarding the MS4 Permit, total maximum daily loads, and other relevant storm water quality regulations;
- (8) Preparation of documents required by the MS4 Permit, such as Reports of Waste Discharge; and
- (9) Special studies related to storm water quality-related pollutants, their sources, and potential best management practices.

b. Work Plans and Shared Cost Budgets

- (1) **No later than October 31<sup>st</sup> of each year**, each Working Body shall prepare and submit to the Planning Subcommittee a proposed Work Plan and Shared Costs Budget for the upcoming Fiscal Year.
- (2) Each Work Plan shall identify the parties that will serve as a Working Body Chair, Cochair, or Secretary for the upcoming Fiscal Year. These assignments will be served on a fiscal year basis and shall be for a minimum term of one year.
- (3) A Copermittee may not be compelled to act, or continue acting, as a Working Body Chair, Co-chair, or Secretary, and may at any time terminate an existing assignment. Before doing so, the Copermittee shall first make a good faith effort to carry out or transfer existing responsibilities.
- (4) Each budget shall describe major tasks, schedules, and projected costs, which Copermittees will provide Working Body Support, Contract Administration, In-kind contributions, and any other information applicable to regional general program costs.
- (5) To ensure that each Copermittee governing body has sufficient time to consider fiscal impacts, **the Planning Subcommittee shall prepare a consolidated draft Regional Work Plan and Shared Costs Budget no later than December 31<sup>st</sup> of each year for the Regional General Programs.** After consideration of comments and discussion, a final Regional Work Plan and Shared Costs Budget shall be prepared, approved by the Management Committee, and distributed to the Copermittees no later than January 31<sup>st</sup> of each year. The consolidated Regional Work Plan and Shared Costs Budget shall also identify the party or parties serving as Regional General Program operations fund managers.
- (6) Modifications to any adopted Regional Work Plan and Shared Costs Budget that will result in an overall increase in cost require the approval of the Regional Management Committee.
- (7) Copermittees from each Working Body, for which costs will be shared, shall prepare, agree upon and distribute to the participating Copermittees in that watershed, a watershed work plan and Shared Costs Budget.
- (8) Approval of the Shared Costs Budget for each fiscal year is subject to approval by Copermittee governing bodies as part of their regular annual budgeting process.

3. Cumulative Budget Limits



- a. The total Shared Cost Budget authorized under this MOU may not exceed the cumulative limits specified for each spending category in **Table 1**. These values represent the maximum amount that may be cost-shared for each spending category for the duration of this MOU. **They do not represent funding commitments.** Once a cumulative limit has been reached, the Copermittees must establish separate agreements for sharing additional costs for that budget category. The estimated annual limits shown for each fiscal year are for planning purposes only. Where an estimated annual limit is not reached in any fiscal year, the surplus amount may be carried over into subsequent fiscal years, so long as the cumulative limit is not exceeded. Budget limits apply only to their designated budget category. They may not be exchanged or credited across budget categories. Spending in each budget category may not exceed the applicable cumulative limit under any circumstances.

**Table 1: Not-to-exceed Limits by Budget Category**

	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>	<b>FY 2027-28</b>	<b>FY 2028-29</b>	<b>Cumulative Limit</b>
<b>Regional Budgets</b>	\$1,082,501	\$1,114,976	\$1,148,425	\$1,182,878	\$1,218,364	\$5,747,144
<b>San Luis Rey, SLR</b>	\$753,250	\$1,740,123	\$1,153,722	\$843,838	\$1,287,738	\$5,778,671
<b>Carlsbad, CAR</b>	\$572,785	\$1,129,049	\$1,159,676	\$1,052,999	\$1,055,576	\$4,970,085
<b>San Dieguito, SDG</b>	\$755,662	\$564,235	\$481,502	\$428,530	\$438,369	\$2,668,298
<b>Los Penasquitos, LPQ</b>	\$843,685	\$674,499	\$584,117	\$617,617	\$632,619	\$3,352,537
<b>San Diego River, SDR</b>	\$1,783,600	\$2,795,208	\$2,260,918	\$1,839,693	\$2,926,208	\$11,605,627
<b>San Diego Bay, SDBay</b>	\$952,200	\$855,500	\$910,800	\$936,100	\$836,050	\$4,490,650
<b>Tijuana, TJ</b>	\$691,200	\$626,400	\$635,850	\$681,750	\$619,650	\$3,254,850
<b>Bacteria TMDL</b> <i>(Cities of Carlsbad, Del Mar, El Cajon, Encinitas, Escondido, La Mesa, Lemon Grove, Oceanside, Port of San Diego, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista and the County of San Diego.</i>	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
<b>Total Watershed Management Area (WMA) Budgets</b>	<b>\$6,372,382</b>	<b>\$8,405,014</b>	<b>\$7,206,585</b>	<b>\$6,420,527</b>	<b>\$7,816,210</b>	<b>\$36,220,718</b>
<b>Total WMAs + Regional Budgets</b>	<b>\$7,454,883</b>	<b>\$9,519,990</b>	<b>\$8,355,010</b>	<b>\$7,603,405</b>	<b>\$9,034,574</b>	<b>\$41,967,862</b>

#### 4. Management and Payment of Funds

- a. For Regional General Programs, the Copermittees shall each pay a yearly assessment into one or more Regional General Program operations funds for their respective portion of any Regional Shared Costs Budget approved pursuant to this MOU and based on the Default Formula. The Regional General Program operations fund shall be managed by the Regional Principal Permittee, or any other Permittee on approval of the Copermittees.
- b. For Watershed General Programs, the applicable watershed Copermittees shall each pay an assessment into one or more Watershed General Program operations funds for their assigned portion of any watershed shared costs budget approved pursuant to this MOU and based on the Special Formula applicable to that watershed. Each Watershed General Program operations fund shall be managed by the watershed lead permittee, or any other watershed permittee on approval of the participating Copermittees.
- c. The Copermittee managing each General Program operations fund shall provide budget balance and expenditure status reports following the end of each fiscal year. This shall include a detailed accounting of all costs and expenses in accordance with the accepted work plan and Shared Costs Budget, including those incurred by Copermittees providing Working Body Support, contracting services, In-kind services, or other applicable costs.
- d. Each Copermittee shall pay invoices within 60 days of receipt from the Copermittee managing the applicable General Program operations fund.
- e. Funds collected and not expended in any fiscal year shall be credited to the Copermittees' share of the next fiscal year's costs in accordance with the Copermittees' defined shared costs.
- f. Copermittees providing Working Body Support, Contract Administration, In-kind services, or incurring other budgeted costs on behalf of other Copermittees shall provide documentation of those expenses as requested by the Copermittee managing the applicable General Program operations fund. They shall only receive credit for those expenses if a detailed accounting of all costs and expenses meeting the minimum standards agreed upon by the Copermittees has been provided.
- g. Differences in the approved actual cost of expenses from those budgeted shall be either credited or added as appropriate to the amount of the Copermittees' share. In the event that any Copermittees' share of the next fiscal year's costs is less than the amount to be credited, the difference shall be refunded to the Copermittee. Refunds shall be provided to Copermittees no later than 90 days after final accounting.

At its discretion, a Copermittee managing a General Program operations fund may, prior to the completion of a fiscal year, make payment to any Copermittee providing Working Body Support, Contract Administration, In-kind services, or incurring other budgeted expenditures on behalf of other Copermittees so long as all of the conditions of Section II B.4.f above have been satisfied and there are sufficient funds available to make a payment without requiring additional contributions or jeopardizing program objectives. If for some reason excess payment is made, the Copermittee receiving the payment agrees to return the additional payment without any recourse against the managing Copermittee.

### III. REGIONAL GENERAL PROGRAMS

In addition to the requirements of Section II, the following apply to Regional General Programs.

#### A. Regional Principal Permittee

1. The County is hereby designated Regional Principal Permittee (Principal Permittee).

- a. The County or any other Copermittee may not be compelled to act, or continue acting, as Principal Permittee. A Copermittee may at any time terminate its assignment as Principal Permittee but shall first make a good faith effort to carry out or transfer existing responsibilities.
- b. In addition to the responsibilities of all Copermittees described in Section II, the Principal Permittee shall provide general coordination for the development and implementation of Regional General Programs, including the following tasks and responsibilities:
  - (1) Establish, chair, and provide overall coordination and leadership of the Regional Stormwater Management Committee (Management Committee) and the Regional Program Planning Subcommittee (Planning Subcommittee).
  - (2) Maintain a current contact list of Copermittees and interested parties.
  - (3) Maintain knowledge of and advise the Copermittees regarding current and proposed state and federal policies, regulations, and other NPDES programs; assist the Copermittees in the development and presentation of positions on these issues before local, state, and federal agencies.

#### **B. Regional Stormwater Management Committee**

1. The purpose of the Regional Stormwater Management Committee (Management Committee) is to develop, approve, and coordinate municipal stormwater and watershed management, and to explore issues of regional significance.
2. The Management Committee shall consist of one Representative of each Copermittee. Each Copermittee shall have one vote.
3. The Management Committee shall meet at least annually.
4. At a minimum, the Management Committee shall have the following responsibilities:
  - a. Address common issues, promote consistency among jurisdictional and watershed programs, and plan and coordinate activities required under the Permit;
  - b. Develop, implement, and arrange for implementation of Regional General Programs;
  - c. Provide a general forum for informing and receiving input from stakeholders and interested parties;
  - d. Provide a forum for public participation in the development and implementation of regional urban runoff management programs and activities;
  - e. Review specific issues pertaining to Working Bodies, make recommendations, or conduct work in support of shared regional priorities or objectives;
  - f. Formally approve the recommendations, work products, and deliverables of Working Bodies presented for consideration;
  - g. Adopt an Annual Regional Work Plan and Shared Costs Budget in accordance with the budgetary limits set forth in Table 1;
  - h. Approve an Annual Regional Work Plan and Shared Costs Budget; and
  - i. Approve year-end Budget Balance and Expenditure Status Reports.
5. The Management Committee shall be chaired by the Principal Permittee or may alternatively be chaired or co-chaired by any other Copermittee. A reassignment or change in the responsibilities of the Principal Permittee requires a three-fourths majority approval of all Copermittees.
6. Voting Requirements for the Management Committee

- a. For a meeting or a vote to be held, a quorum of a Two-thirds Majority of voting representatives of the Management Committee must either be present or participate remotely via legally acceptable electronic communication (telephone, voice over internet protocol, etc.).
- b. Management Committee voting shall not be conducted outside of meetings (e.g., by email).
- c. For a motion to be approved, an affirmative vote of a Simple Majority of the Management Committee is needed.
- d. On approval of the Management Committee, activities undertaken by a subset of Copermittees, but providing a regional benefit to Copermittees, may be considered Regional General Programs.
- e. **Approval of any shared cost requires a unanimous vote of all Copermittees participating in the cost.**

### C. Regional Program Planning Subcommittee

1. The purposes of the Planning Subcommittee shall be to provide regional coordination of urban runoff management activities, to develop and implement Regional General Programs, and to coordinate the activities of Working Bodies.
2. At a minimum, the Planning Subcommittee shall have the following responsibilities:
  - a. Serve as an intermediary between the Management Committee and other Copermittee Working Body(s);
  - b. Plan and coordinate Management Committee meetings;
  - c. Review specific issues pertaining to Regional Working Body(s), make recommendations, or conduct work in support of shared regional priorities or objectives;
  - d. Oversee, coordinate, and track the progress of As-Needed Regional Working Body(s) in developing specific work products, responding to information requests, and completing tasks;
  - e. Establish and maintain a calendar of Copermittee meetings and events;
  - f. Conduct regional program planning including developing an Annual Regional Work Plan and Shared Costs Budget for Management Committee consideration and approval;
  - g. Review and recommend Management Committee approval of work products, recommendations, and requests of Regional Working Body(s) for consideration and approval;
  - h. Annually receive, review, comment on, and consolidate the recommended Work Plans and Shared Costs Budgets of each Regional Working Body(s);
  - i. Coordinate and liaise with Regional Board staff, stakeholders, regulated parties, and other interested parties to identify and explore key regional issues and concerns.
  - j. Provide Representation to the California Stormwater Quality Association (CASQA);
  - k. Provide representation or participation for other professional organizations and societies as appropriate and feasible;
  - l. Provide regular updates to Copermittees and interested parties via Management Committee meetings or other appropriate means (e-mail, etc.); and
  - m. Provide subject area input as needed for the development, implementation, review, and revision of General Programs, and the development of associated reports and work products.
3. The Planning Subcommittee shall be chaired by the Principal Permittee or may alternatively be chaired or co-chaired by any other Copermittee upon approval of the Management Committee.

4. Planning Subcommittee meetings shall be open to all Copermittees; however, voting membership in any year shall be limited to one representative of each Watershed Management Area (WMA) listed in Permit Table B-1 except the South Orange County WMA. Any Copermittee may only represent one WMA as a voting member of the Planning Subcommittee. For each fiscal year, each WMA will designate a Copermittee as a voting member of the Planning Subcommittee prior to the beginning of that fiscal year. Each WMA may also designate an alternate voting member.
5. Each voting member shall be considered an at-large member. Their purpose is to represent the interests of all Copermittees of this MOU rather than those of their specific WMAs.
6. The Planning Subcommittee may not alter the responsibilities of, or impose new fiscal obligations on, any Copermittee or Working Body, except as approved by the Management Committee. However, the Planning Subcommittee may approve changes to approved Annual Regional Work Plans and Shared Costs Budgets within approved annual budget limits.
7. Voting Requirements for the Planning Subcommittee:
  - a. The Planning Subcommittee shall only make advisory recommendations for items requiring Management Committee approval.
  - b. The Planning Subcommittee may use any voting methodology it deems appropriate to develop advisory recommendations or conduct other business, and, shall present minority or dissenting recommendations for consideration by the Management Committee as applicable.

#### IV. DISPUTE RESOLUTION

Should a dispute arise among any of the parties regarding any matter related to this MOU, the parties agree to first meet and confer in good faith to attempt to resolve the dispute. If that fails to resolve the dispute, they shall submit the matter to mediation.

1. **Mandatory Non-binding Mediation.** If a dispute arises out of, or relates to this MOU, or the breach thereof, and if the dispute cannot be settled through the meet and confer process as described above, the Parties agree to attempt to settle the dispute in an amicable manner, using mediation under the Mediation Rules of the American Arbitration Association [AAA] or any other neutral organization agreed to by the parties. A mediation session is required before having recourse in a court of law. The cost of mediation shall be borne by the parties equally.
2. **Selection of Mediator.** A single Mediator that is acceptable to all Parties shall be used to mediate the dispute. The Mediator may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party.
3. **Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions in the mediation process will be confidential settlement negotiations under Ca. Evidence Code section 1152. The Parties may agree to exchange any information they deem necessary.
  - a. Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present.
  - b. Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in

writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

## **V. GENERAL PROVISIONS**

### **A. Term of Agreement**

1. This MOU shall become effective on the date the last party executes the MOU.
2. The life of the MOU shall be effective through August 2029, or with the life of the current Permit plus twelve months, whichever is longer. For purposes of this paragraph, any Permit renewal or replacement after May 2024 shall be considered a new permit; any earlier amendment of the Permit increasing the obligations of the Regional Principal Permittee or a Watershed Lead Permittee may at that Copermittee's sole option, be declared to be a new permit; and the Management Committee shall determine whether any other earlier amendment to the Permit is of such significance as to effectively be a new Permit.

### **B. Withdrawal of Copermittee**

1. Participation in this MOU may be withdrawn by any Copermittee for any reason only after the Copermittee complies with all of the following conditions of withdrawal:
  - a. The Copermittee shall notify all of the other Copermittees in writing 90 days prior to its intended date of withdrawal.
  - b. Any expenses associated with withdrawal, including but not limited to, filing and obtaining the withdrawing Copermittee's individual NPDES permit and the amendment of the Permit will be solely the responsibility of the withdrawing Copermittee.
  - c. The withdrawing Copermittee shall be responsible for their portion of any shared costs incurred according to the conditions of this MOU up to the time that each of the conditions in Section V.B.1.a. has been met.
  - d. Any monies paid by withdrawing Copermittee in excess of the amount due under the terms of the MOU shall be refunded to the Copermittee at the time the withdrawal becomes final as set forth in Section V.B.1.a.
  - e. The withdrawing Copermittee shall not be entitled to participate in the division of proceeds in any reserve fund account when the MOU is dissolved.

### **C. Non-Compliance with MOU Requirements**

1. Any participant to this MOU found to be in non-compliance with the conditions of this MOU shall be solely liable for any lawfully assessed penalties resulting from such non-compliance. Failure to comply with MOU conditions within specified or agreed upon timelines shall constitute non-compliance with the MOU.
2. Limitations on Use of Funds. Notwithstanding the rights and obligations of the Parties created by this MOU, no Party may be found in breach of this MOU where compliance would require that Party to violate any law or grant assurance, including but not limited to provisions of the Federal Aviation Administration 1999 Policy and Procedure Concerning the Use of Airport Revenue [64Fed. Reg. 7696, dated Feb. 16, 1999]; the Airport and Airway Improvement Act of 1982 codified at 49 U.S.C. § 47107(b); the Federal Aviation Administration Authorization Act of 1994, P.L. 103-305 (Aug. 23, 1994); the Airport Revenue Protection Act of 1996, Title VIII of the Federal Aviation Administration Act of 1996, P.L. 104-264 (Oct. 9, 1996), 110 Stat. 3269 (Oct. 9, 1996); 49 U.S.C. § 46301(n)(5); and 49 U.S.C. § 47133. The Parties recognize that the Authority has received federal Airport Improvement Project ("AIP") grants containing grant assurance 25,

which provides: "All revenues generated by the airport will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport."

#### **D. Amendments to the Memorandum of Understanding**

This MOU may be amended only by unanimous vote of approval of all 21 Copermittees at a meeting of the Regional Management Committee. No amendment shall be effective unless it is in writing and signed by the duly authorized representatives of the Copermittees.

#### **E. Governing Law**

This MOU shall be governed and construed in accordance with the laws of the State of California. If any provision or provisions shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### **F. Headings**

The headings used throughout this MOU are for convenience only and do not in any way limit or amplify the terms or provisions of the MOU.

#### **G. Consent and Breach Not Waiver**

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Copermittee to have waived or consented. Any consent by any Copermittee to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

#### **H. No Indemnification**

1. Each Copermittee shall have the sole responsibility to comply with the Permit.
2. Each Copermittee shall pay all fines, penalties, and costs which may arise out of such Copermittee's non-compliance with the Permit.
3. By entering into this MOU, no Copermittee assumes liability for claims or actions arising out of the performance of any work or actions or omissions, by any other Copermittee, its agents, officers, and employees under this MOU.
4. By entering into this MOU, each Copermittee agrees to defend itself from any claim, action or proceeding arising out of the acts or omissions of itself and retain its own legal counsel and bear its own defense costs.

#### **I. Application of Prior Agreements**

This MOU constitutes the entire Agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

#### **J. Right to Audit**

Each Party retains the right to review and audit, and the reasonable right of access to other Parties' respective premises to review and audit the other Parties' compliance with the provisions of this MOU (Party's Right). The Party's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Parties' premises, of any and all records, including any and all books, records, and documents, related to this MOU with appropriate safeguards, if such retention is deemed necessary by the



auditing Party in its sole discretion. This information shall be kept by the auditing Party in the strictest confidence allowed by law.

#### **K. Execution of Agreement**

This MOU may be executed in counterpart and the signed counterparts shall constitute a single instrument. In the event that any Copermittee is unable to execute this amendment prior to August 31, 2024, execution of this amendment after that date shall constitute ratification of this amendment, and the MOU and extensions shall be in effect once all signatures are obtained.

Except as hereinabove amended, the Fifth Amended National Pollutant Discharge Elimination System, San Diego Regional Stormwater Copermittees, Memorandum of Understanding shall remain in full force and effect. In the event of a conflict between the provision of the MOU and those of this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, this Fifth Amended MOU is executed as follows:

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

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

Dane White, Mayor  
City of Escondido

Approved as to form.

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

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

Michael R. McGuinness, City Attorney  
City of Escondido



# STAFF REPORT

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March 20, 2024

File Number 0600-10; A-3451-1

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## SUBJECT

**APPROVE AMENDMENT 1 TO CONSULTING AGREEMENT WITH HOCH CONSULTING FOR PROJECT MANAGEMENT AND ENGINEERING SERVICES FOR CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS**

## DEPARTMENT

Development Services, Engineering Division

## RECOMMENDATION

It is recommended that the City Council approve Resolution No. 2024-30, authorizing the Mayor, on behalf of the City, to execute Amendment No. 1 to the consulting services agreement with Hoch Consulting for project management, inspection and engineering services in the amount of \$2,012,366.85.

Staff Recommendation: Approval (Development Services Department, Chris McKinney, Deputy City Manager and Julie Procopio, City Engineer)

Presenter: Jonathan Schauble, Principal Civil Engineer

**ESSENTIAL SERVICE** – Yes. Public Works/Infrastructure.

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

## FISCAL ANALYSIS

The cost associated with the amendment to this consulting agreement will be fully paid from the Capital Improvement Program project accounts and will have no impact on the General Fund. The amendment to the consulting services agreement with Hoch Consulting for project management and engineering services will be in the amount of \$2,012,366.85, which will be billed hourly starting after the approval of the amendment through December 31, 2026.

## PREVIOUS ACTION

On September 29, 2021, the City Council adopted Resolution No. 2021-146 accepting American Rescue Plan Act recovery funds and authorizing the funding of a number of programs and projects.

On June 8, 2022, the City Council adopted Resolution No. 2022-78, which adopted the Capital Improvement Program and Budget Document and included approximately \$106 million to fund infrastructure projects over the next five years.



# CITY of ESCONDIDO

## STAFF REPORT

On April 19, 2023, the City Council approved Resolution No. 2023-46, which awarded a consulting services agreement with Hoch Consulting for project management and engineering services in the amount of \$300,000 to be billed hourly over the course of one year.

### BACKGROUND

Over the past five years, over \$22-million in Active Transportation, Highway Safety Improvement, Smart Growth Incentive, and State and Federal grant funding has been secured to enable completion of eight additional major capital improvement projects. At the same time, Engineering Services is experiencing a 23 percent vacancy rate largely fueled by private sector and utility district competition. The combination of additional capital projects, recruitment, and retention difficulties has resulted in a volume of capital projects that exceeds the capacity of staff to deliver them. The result is that some project schedules have been delayed making meeting grant-funding requirements more challenging and project delivery less efficient. This contract proposes to expand the capacity to deliver capital projects through amending the existing contract for an engineering consultant project manager.

A request for qualifications for project management and engineering services was posted and nine statements of qualifications were received on February 10, 2023. Staff from Development Services evaluated the consultants based on a pre-determined scoring rubric which included qualifications, experience, availability, and hourly rate. Candidates from the two highest-rated firms were interviewed, and ultimately, Hoch Consulting was selected.

Hoch Consulting began providing a project manager for CIP projects in May 2023 supporting the advancement of the South Escondido Gateway project, FY22/23 Annual Street Maintenance Program and completion of Phase III Corrugated Metal Storm Drain project.

Hoch Consulting will provide additional staffing resources of five full time equivalent staff members to manage, design and inspect six major capital improvement projects including the following services:

- Construction management and inspection services for Grand Avenue Improvements Phase II and Grape Day Park Restroom
- Project management, design and inspection services for the City's FY23/24 Annual Street Maintenance Program and Corrugated Metal Pipe Rehabilitation Phase IV project.
- Project management services for Mountain View Pickleball courts and Centre City Parkway/Brotherton Signalization projects.

Staff recommends approval of Resolution No. 2024-30 authorizing Amendment No. 1 to the consulting agreement that would expand the capacity for project management, design and inspection on multiple Capital Projects through the planning, design, and construction phases.



# CITY *of* ESCONDIDO

## STAFF REPORT

### RESOLUTIONS

- a. Resolution No. 2024-30
- b. Resolution No. 2024-30- Exhibit "A" Amendment No. 1 to Consulting Agreement with Hoch Consulting

## RESOLUTION NO. 2024-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, AMENDMENT NO. 1 TO THE CONSULTING AGREEMENT WITH HOCH CONSULTING FOR PROJECT MANAGEMENT AND ENGINEERING SERVICES

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program ("CIP") budget for various infrastructure projects; and

WHEREAS, additional project management and engineering services are necessary to execute the City's CIP projects in a timely manner; and

WHEREAS, it is in the City's best interest to execute Amendment No. 1 to the consulting agreement with Hoch Consulting for project management and engineering services in the amount of \$2,012,366.85.

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

1. That the above recitations are true.
2. That the Mayor is authorized to execute, on behalf of the City, Amendment No. 1 to the consulting agreement with Hoch Consulting, which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.
3. That the City Manager retains the authority to approve contract amendments up to \$200,000 in accordance with the Municipal Code.



CITY OF ESCONDIDO  
FIRST AMENDMENT TO CONSULTING AGREEMENT

This First Amendment to Consulting Agreement ("First Amendment") 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: Jonathan Schauble  
760-839-4072  
("CITY")

And: Hoch Consulting, APC  
a California corporation  
804 Pier View Way, Suite 100  
Oceanside, CA 92054  
Attn: Adam Hoch  
858-431-9767  
("CONSULTANT").

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

WHEREAS, the Parties entered into that certain Consulting Agreement dated May 1<sup>st</sup>, 2023 ("Agreement"), wherein CITY retained CONSULTANT to provide services for project management and engineering services for Capital Improvement Program projects, as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to include additional services as described in "Attachment A" to this First Amendment, which is attached hereto and incorporated herein by this reference.

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. The CONSULTANT shall furnish all of the Services described in "Attachment A" to this First Amendment.
2. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this First Amendment and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior

written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

3. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **\$2,012,366.85**, pursuant to the conditions contained in "Attachment A" to this First Amendment.
4. All other terms of the Agreement not referenced in this First Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this First Amendment, this First Amendment shall prevail.
5. This First Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
6. This First Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this First Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
7. Unless a different date is provided in this First Amendment, the effective date of this First Amendment shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)



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

CITY OF ESCONDIDO

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

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

Hoch Consulting, APC

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

\_\_\_\_\_  
Signature

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

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

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

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

## ATTACHMENT "A"

### Scope of Work

#### A. General

Hoch Consulting, APC, a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services for the following projects (referred to individually as "Project," and collectively as "Projects"): Grand Avenue Phase II, Grape Day Park Restroom, Mountain View Park Pickleball Courts, South Escondido Access Improvements, Storm Drain Rehabilitation, and Pavement Rehabilitation.

#### B. Location

Consultant shall provide services at various locations including the following Project sites:

1. Grand Avenue, Escondido, CA 92025;
2. 321 N. Broadway, Escondido, CA, 92025;
3. 1160 S. Citrus Ave., Escondido, CA, 92025;
4. Along Centre City Parkway near the intersections of South Escondido Boulevard and Brotherton Road, Escondido, CA 92025; and
5. The Pavement Rehabilitation Project and Storm Drain Rehabilitation Project include multiple locations throughout the City of Escondido.

#### C. Services

Consultant shall provide services as described in **Exhibit 1** to this Scope of Work, which is attached hereto and incorporated by this reference. In the event of a conflict between the Agreement (including this First Amendment) and Exhibit 1, the terms of the Agreement shall prevail. Services under this First Amendment shall generally include:

Project 1: Grand Avenue Phase II Services:

1. Provide Construction Management ("CM") Services throughout Pre-Construction, Construction and Project Closeout;
2. Provide Public Outreach throughout all remaining Phases of Project;
3. Provide Daily Inspection throughout Construction; and
4. Provide Specialty Inspection throughout Construction.

Project 2: Grape Day Park Restroom Services:

1. Provide CM Services throughout Pre-Construction, Construction and Project Closeout;
2. Provide Public Outreach throughout all remaining Phases of Project;
3. Provide a Constructability Review before Bidding Project;
4. Provide Daily Inspection throughout Construction; and
5. Provide Specialty Inspection throughout Construction.

Project 3: Mountain View Pickleball Courts Services:

1. Provide Project Management ("PM") Services throughout Design, Construction, and Project Closeout

Project 4: South Escondido Access Improvements Services:

1. Provide PM Services through Design, Bidding and Award

Project 5: Storm Drain Rehabilitation Services:

1. Provide PM Service to Complete Construction and Closeout Phase III;
2. Provide PM Services to Prepare, Bid and Award Phase IV;
3. Provide PM Services for Phase IV Construction and Project Closeout;
4. Provide CM Services During Phase IV Construction and Project Closeout; and

5. Provide Daily Inspection During Phase IV Construction.

Project 6: Pavement Rehabilitation Services:

1. Provide PM Service to Complete Construction and Closeout Current Round Phase I and II;
2. Provide PM Services to prepare, Bid and Award Phase I and Phase II for Next Round;
3. Provide PM Services for Phase I and Phase II for Next Round through Construction and Project Closeout;
4. Provide CM Services during Next Round Construction for Phase I and Phase II; and
5. Provide Daily Inspection During Next Round Construction for Phase I and Phase II.

**D. Scheduling**

Consultant to schedule specific dates of work in advance by contacting Jonathan Schauble at 760-839-4072 or [jschauble@escondido.org](mailto:jschauble@escondido.org).

**E. Contract Price and Payment Terms**

The contract price of this First Amendment shall not exceed **\$2,012,366.85**. The contract price of this First Amendment (\$2,012,366.85) will bring the total contract price of the Agreement to **\$2,312,366.85**. The contract price of this First Amendment includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed monthly on a time and materials basis. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

**F. Term**

The term of this First Amendment shall be from the Effective Date of the this First Amendment through **December 31, 2026**.

## ATTACHMENT "B"

### Personnel List

Pursuant to Section 2 of the this First Amendment, CONSULTANT shall only assign performance of Services to persons listed below.

1. Adam Hoch, P.E., QSD, QISP, [ahoch@hochconsulting.com](mailto:ahoch@hochconsulting.com), Hoch Consulting; and
2. Nicholas Josten, P.E., [njosten@hochconsulting.com](mailto:njosten@hochconsulting.com), Hoch Consulting; and
3. Cari Dale, [cdale@hochconsulting.com](mailto:cdale@hochconsulting.com), Hoch Consulting; and
4. Aaron Gress, P.E. [agress@hochconsulting.com](mailto:agress@hochconsulting.com), Hoch Consulting; and
5. Dan Poulton, [dpoulton@hochconsulting.com](mailto:dpoulton@hochconsulting.com), Hoch Consulting; and
6. Sarah Davis, [sdavis@hochconsulting.com](mailto:sdavis@hochconsulting.com), Hoch Consulting; and
7. Richard Roth [rroth@hochconsulting.com](mailto:rroth@hochconsulting.com), Hoch Consulting; and
8. Dale Winterquist [dwinterquist@hochconsulting.com](mailto:dwinterquist@hochconsulting.com), Hoch Consulting; and
9. Solomon Sheikh [ssheikh@hochconsulting.com](mailto:ssheikh@hochconsulting.com), Hoch Consulting; and
10. Kathryn Calilan, E.I.T., [kcalilan@hochconsulting.com](mailto:kcalilan@hochconsulting.com), Hoch Consulting; and
11. Lena Bagnol, [lbagnol@hochconsulting.com](mailto:lbagnol@hochconsulting.com), Hoch Consulting

CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

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

\_\_\_\_\_  
Adam Hoch P.E, QSD, QISP, President



# STAFF REPORT

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March 20, 2024

File Number 0600-10; A-3497

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## SUBJECT

**AWARD CONSTRUCTION CONTRACT FOR THE 2023 STREET REHABILITATION AND MAINTENANCE PROJECT – PHASE 2**

## DEPARTMENT

Development Services

## RECOMMENDATION

It is requested that the City Council adopt Resolution No. 2024-32 awarding the 2023 Street Rehabilitation and Maintenance Project – Phase 2 (“Project”) to Eagle Paving LLC, determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$5,445,740.

Staff Recommendation: Approval (Chris Mc Kinney, Deputy City Manager and Julie Procopio, City Engineer)

Presenter: Matthew Souttere, Project Manager

**ESSENTIAL SERVICE** – Public Works/Infrastructure

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

## FISCAL ANALYSIS

Adequate funding for this contract and its administration is programmed in the Annual Street Rehabilitation and Maintenance Capital Improvement Project budget, that includes Gas Tax, TransNet, and Road Maintenance and Rehabilitation Account (“RMRA”) funds.

## PREVIOUS ACTION

On November 15, 2023, the City Council awarded a contract for Phase 1 of this Project that included replacement of damaged concrete improvements such as curb and gutter, sidewalk, pedestrian ramps, and cross gutters.



# CITY of ESCONDIDO

## STAFF REPORT

### BACKGROUND

Phase 2 of the Annual Street Maintenance Program Project will rehabilitate pavement, apply crack sealant and surface treatments to extend the life of the pavement, and re-stripe affected streets within the East-South Maintenance Zone, and major and collector streets citywide. The East-South Maintenance Zone includes the area bound by Ash Street on the west, East Valley Parkway on the north, and City-limits on the south and east. The Project will treat approximately 34 lane-miles of pavement, and add or replace 1.15 miles of striping to improve bike lane corridors.

On March 7, 2024, seven sealed bids were received in response to the advertised request for bids for the Project. The totals for the seven bids submitted are listed below:

Eagle Paving LLC	\$5,445,740.00
All American Asphalt	\$5,869,357.07
Hazard Companies	\$6,053,459.75
ATP General Engineering Contractors	\$6,083,593.00
Griffith Company	\$6,476,476.00
TC Construction Company, Inc.	\$6,828,953.97
Nationwide Contracting Services	\$9,561,894.75

Staff has evaluated the bids and determined that the bid submitted by Eagle Paving LLC is the lowest responsive and responsible bid. The lowest bid was 9 percent lower than the Engineer's Estimate of \$6,000,000. Staff recommends that the bid submitted by Eagle Paving, LLC. be considered the lowest responsive and responsible bid, and that a contract be awarded in the amount of \$5,445,740.

### RESOLUTIONS

- a. Resolution No. 2024-32
- b. Resolution No. 2024-32 – Exhibit "A" – Public Improvement Agreement

## RESOLUTION NO. 2024-32

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 THE 2023 STREET REHABILITATION AND MAINTENANCE PROJECT – PHASE 2

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program budget for the 2022/23 Street Rehabilitation and Maintenance Project – Phase 2 (“Project”); and

WHEREAS, a notice inviting bids for the Project was duly published on February 29, 2024 (“Notice”); and

WHEREAS, in response to the Notice, the City received seven sealed bids for the Project, which were opened and evaluated on March 7, 2024; and

WHEREAS, after careful consideration, Eagle Paving LLC 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 the Mayor to execute, on behalf of the City, a Public Improvement Agreement with Eagle Paving LLC in the amount of \$5,445,740.

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

1. That the above recitations are true.

2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Improvement Agreement with Eagle Paving LLC, 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 date of signature below ("Effective Date"),

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

And: Eagle Paving LLC  
a California limited liability company  
dba Toro Engineering  
13915 Danielson Street, Ste 201  
Poway, CA 92064  
Attn: Joel Batule  
858-486-6400  
("CONTRACTOR").

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

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the 2023 Street Rehabilitation and Maintenance Project – Phase 2 ("Project"), occurring on property located within Escondido, CA 92025 and having various assessor's parcel numbers (APN) ("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 this Project Documents ("Work"). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.
3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$5,445,740** ("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 by 93 working days ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.

The Contractor is directed to the Special Provisions and SGC-2.6 of the Supplementary General Conditions for additional requirements regarding the continuation of work.

5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of \$500 per day for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
6. Insurance Requirements.
  - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
    - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.

- (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under CONTRACTOR's control and engaged in the Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.
  - (3) *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
  - (4) 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

EAGLE PAVING LLC

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Contractor's License No.

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

APPROVED AS TO FORM:

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

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

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



Bond No.: \_\_\_\_\_

Premium: \_\_\_\_\_

## FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and Eagle Paving LLC, a California limited liability company ("Principal"), have entered into that certain Public Improvement Agreement dated \_\_\_\_\_ ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the 2023 Street Rehabilitation and Maintenance Project – Phase 2.

WHEREAS, the Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the Principal and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held and firmly bound unto the City of Escondido, a California municipal corporation ("City") in the penal sum of five million four hundred and forty five thousand seven hundred and forty dollars and zero cents (\$5,445,740), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that if the Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and the Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications.

(Signature Page Follows)

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Name of Principal

By: \_\_\_\_\_  
Signature of Person Signing on Behalf of Principal

\_\_\_\_\_  
Address of Principal

\_\_\_\_\_  
Name of Person Signing on Behalf of Principal

\_\_\_\_\_  
Title of Person Signing on Behalf of Principal

\_\_\_\_\_  
Name of Surety

By: \_\_\_\_\_  
Signature of Person Signing on Behalf of Surety

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Name of Person Signing on Behalf of Surety

\_\_\_\_\_  
Title of Person Signing on Behalf of Surety

(ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED.)

APPROVED AS TO FORM:

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

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



Bond No.: \_\_\_\_\_  
Premium: \_\_\_\_\_

## LABOR AND MATERIALS BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and Eagle Paving LLC, a California limited liability company ("Principal"), have entered into a certain Public Improvement Agreement dated \_\_\_\_\_ ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the 2023 Street Rehabilitation and Maintenance Project – Phase 2.

WHEREAS, under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Escondido, a California municipal corporation ("City"), to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, the Principal and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum five million four hundred and forty five thousand seven hundred and forty dollars and zero cents (\$5,445,740), lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Name of Principal

By: \_\_\_\_\_  
Signature of Person Signing on Behalf of Principal

\_\_\_\_\_  
Address of Principal

\_\_\_\_\_  
Name of Person Signing on Behalf of Principal

\_\_\_\_\_  
Title of Person Signing on Behalf of Principal

\_\_\_\_\_  
Name of Surety

By: \_\_\_\_\_  
Signature of Person Signing on Behalf of Surety

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Name of Person Signing on Behalf of Surety

\_\_\_\_\_  
Title of Person Signing on Behalf of Surety

(ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED.)

APPROVED AS TO FORM:

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

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



# STAFF REPORT

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March 20, 2024

File Number 0697-20-10225

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## SUBJECT

**SHORT-FORM RENT INCREASE APPLICATION FOR GREENCREST MOBILE HOMEPARK (FILE NO. 0697-20-10225)**

## DEPARTMENT

Development Services; Housing & Neighborhood Services Division

## RECOMMENDATION

Request the City Council

- 1) Review and consider Greencrest Mobilehome Park's Short-Form Application
- 2) Adopt the Rent Review Board Resolution No. RRB 2024-33

Staff Recommendation: Approval (Development Services: Chris McKinney)

Presenter: Danielle Lopez, Housing and Neighborhood Services Manager

**ESSENTIAL SERVICE – No**

**COUNCIL PRIORITY –**

## FISCAL ANALYSIS

Staff time and resources were expended to process the short-form application. Staff reviewed the application, evaluated the mobilehome park for code enforcement violations and conducted public outreach with the affected park residents, park manager and owners. No additional fiscal impact was incurred by the City.

## PREVIOUS ACTION

On January 11, 2023, a short-form application was considered and approved. An increase of 8 percent was approved, resulting in an average space increase of \$39.04 per space, per month.

## BACKGROUND

On June 8, 1988, the Escondido residents voted to approve Proposition K to enact Mobilehome Rent Control in the City of Escondido ("City"). Under Proposition K, if a park owner wants to increase the rent on a mobilehome rent control space, they must file an application with the City and obtain approval from



# CITY of ESCONDIDO

## STAFF REPORT

the Mobilehome Park Rent Review Board (“Board”). This Board is an independent body comprised of the City of Escondido Councilmembers.

In 1997, the Board adopted changes to the Mobilehome Rent Review Board Guidelines to allow for the acceptance of a “short-form” application. The short-form is an abbreviated and less administrative burdensome application process for park owners and City staff. A park owner can request a rent increase based solely on the change in the San Diego Metropolitan Area’s Consumer Price Index (“CPI”), All Items/All Urban Consumers component since the last increase was granted by the Board. The requested increase may not exceed ninety percent (90%) of the increase in CPI since the last application was granted by the Board, or 8 percent of the current rent, whichever is less, subject to a two-year limit. Park owners are allowed to apply one-year from the date the last application was deemed complete.

Greencrest Mobilehome Park is an all-age park, located at 541 W 15th Avenue. The Park has a total of 129 spaces, of which 69 spaces are subject to rent control. The Park is requesting an increase for the 69 rent-controlled spaces. The amenities available for the residents include a clubhouse, pool, playground, and laundry facilities

Greencrest submitted a short-form application on November 7, 2023. (Attachment “1”). City staff reviewed the final application and deemed it to be complete on February 5, 2024. City staff mailed a letter, written in both English and Spanish, on February 14, 2024, notifying the affected park residents of the application and proposed rent increase, upcoming residential meeting, and public hearing date (Attachment “2”).

Greencrest’s short-form application was available for review at the Park office, and the Housing & Neighborhood Services Division counter at City Hall.

Housing & Neighborhood Services and Code Compliance staff facilitated an in-person meeting for the affected residents on February 26, 2024, at 6:30 p.m. Code Compliance conducted a lighting inspection on February 26, 2024, and completed an inspection of the common areas on February 27, 2024.

City staff mailed a 10-day notice written in both English and Spanish to residents on March 8, 2024, reminding them of the March 20, 2024 City Council Meeting (Attachment “4”).

### THE RENT INCREASE APPLICATION:

The application meets all the eligibility criteria for submittal of a short-form rent increase.

### PARK OWNER’S REQUEST:

The Park is requesting an increase of 90 percent of the change in CPI for the period of July 2022, to July 2023. A park is allowed to request up to 90 percent of the current CPI. Under Section 12(E) of the Guidelines, it states, “The Board must presume that up to ninety percent (90%) of the Consumer Price



# CITY of ESCONDIDO

## STAFF REPORT

Index is a fair, just, and reasonable rent increase. However, the Board may consider any of the other Ordinance factors at the request of either the park owner or the affected residents in determining that a lesser increase is fair, just, and reasonable.” These factors are referenced in Chapter 29, Article 5, Section 29-104(g) of the Escondido Municipal Code. Ninety percent of the change in the CPI is 3.87 percent for the period of consideration. Currently, the average monthly rent for the residents that are affected by this application is \$548.24. The average monthly increase requested for the 69 spaces is \$20.45 per space, per month. This increase ranges from to \$13.74 - \$27.51 per space, per month.

### RESIDENT MEETING AND COMMENTS:

All residents affected by this request were invited to attend a meeting in their clubhouse on February 26, 2024, at 6:30 p.m. The meeting was attended by two residents, the Park manager, and City staff. The application and the short-form hearing procedures were reviewed with the residents. One resident expressed that it was a nice family park and she enjoyed living there. She asked if the pool could be open longer and if the fence along the property could be repaired. It was explained that the pool is not heated, but depending on the weather, the pool dates could potentially be expanded. Regarding the fence, it is on Caltrans property and management has reached out to them several times. No other concerns were brought forward.

No resident representative was identified.

### CODE COMPLIANCE INSPECTION:

On February 26, a lighting inspection was performed by the Code Compliance Division; one lighting violation was identified. On February 27, an inspection of the common areas was conducted by the Code Compliance Division and Park Management. One general park violation was identified. The Park address was not posted on the park sign or at the office.

A notice was mailed to the park manager and owner informing them of the violations. (Attachment “3”). A reinspection was conducted and as of March 12, 2024, all violations were corrected (Attachment “5”). According to the Mobilehome Rent Review Board Guidelines, no increase granted for any park shall go into effect until any existing code violations are corrected.

### ADDITIONAL FACTORS AFFECTING THE APPLICATION:

In conformance with the Rent Review Board Guidelines, the decision of the Board will be finalized by adoption of the Resolution confirming the findings of the Public Hearing. The Notice of Determination will be mailed to the applicant and residents immediately upon adoption of the Resolution. Park owners and management must give a 90-day notice of any rent increase to affected residents upon the adoption of the Resolution.





# CITY *of* ESCONDIDO

## STAFF REPORT

### RESOLUTION

- a. RRB Resolution No. 2024-33

### ATTACHMENTS

- a. Attachment "1"-Greencrest Mobilehome Park Application
- b. Attachment "2"-Resident Short-Form Letter Notification
- c. Attachment "3"-Code Inspection
- d. Attachment "4"-10-Day Public Hearing Notice
- e. Attachment "5"-Code Letter Clearing Violations

## RESOLUTION NO. RRB-2024-33

A RESOLUTION OF THE CITY COUNCIL/ MOBILEHOME RENT  
REVIEW BOARD OF THE CTIY OF ESCONDIDO, CALIFORNIA  
AUTHORIZING A RENT INCREASE FOR  
GREENCREST MOBILEHOME PARK  
(File Number: 0697-20-10225)

WHEREAS, Article V of Chapter 29 of the Escondido Municipal Code is a codification of the Escondido Mobilehome Rent Protection Ordinance ("Ordinance") and provides for mobilehome space rent regulation; and

WHEREAS, the City of Escondido Mobilehome Park Rental Review Board ("Board") is charged with the responsibility of considering applications for rent increases; and

WHEREAS, a short-form rent increase application pursuant to Section 12 of the Rent Review Board Guidelines was filed on November 7, 2023 ("Application"), by Greencrest LLC, the owner of the rental spaces in Greencrest Mobilehome Park ("Park"), an all-age park located at 541 W 15th Avenue, Escondido; and

WHEREAS, the Application was deemed complete by City staff on November 7, 2022; and

WHEREAS, this is the twentieth rent increase application filed by the Park since the Ordinance became effective in 1988. The last rent increase was granted by the Rent Review Board on January 11, 2023, for an increase of 8 percent, which amounted to an average increase of \$39.04 per space, per month; and

WHEREAS, the average monthly rent per affected space was \$548.24 for the 69 spaces requested for a rent increase. The Park requested an increase of 3.87 percent, resulting in an average increase of \$20.45 per space, per month; and

WHEREAS, a notice of the Park's application was mailed to all affected homeowners on February 14, 2024. Notice of the time, date, and place of the rent hearing before the Board was mailed to the Park and to all affected tenants on March 8, 2024; and

WHEREAS, on February 26, 2024, and February 27, 2024, a Mobilehome Park Rent Review Code Compliance Inspection was completed. One lighting violation and one general park violation were identified; and

WHEREAS, on March 12, 2024, Code Compliance completed a reinspection and all violations were cleared; and

WHEREAS, on March 20, 2024, the Board held its public hearing. After an initial staff presentation, the Board invited testimony from Park ownership and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members, and clarifying questions to the parties and staff, the Board voted to grant a 3.87 percent increase, resulting in an average rent increase of \$20.45 per space, per month, for the 69 spaces.

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 that the Greencrest Mobilehome Park short-form application increase is consistent with the Guidelines, and approves the rent increase Application submitted by Greencrest LLC.

**CITY OF ESCONDIDO**  
**201 North Broadway**  
**Escondido, CA 92025-2798**  
**(760) 839-4562**

**SHORT-FORM APPLICATION FOR MOBILEHOME SPACE RENT INCREASE**

Park Name Greencrest Mobilehome Park Telephone 760-745-4352  
 Address 541 W 15th Ave Escondido, CA 92025  
 Owner Greencrest LLC Telephone 949-722-1698  
 Address 301 E 17th St Suite 208 Costa Mesa, CA 92627  
 Representative Bart Thomsen Telephone 949-722-1698

*(If other than owner; all City correspondence will be addressed to this person)*

Address \_\_\_\_\_  
 Site Manager Katie Morris Telephone 949-722-1698

Today's Date: 11-1-2023

Date of last RRB increase <u>2-1-2023</u>	Period covered by CPI request <u>July 2022 - July 2023</u>
Number of Spaces in Park <u>129</u>	Spaces affected by proposed increase <u>69</u>
Change in CPI during period <u>4.3</u> %	90% of change in CPI <u>3.87</u> %
Increase requested by Park <u>3.87</u> %	# of In-Place Transfers as of 7/1/20 <sup>**</sup> <u>2</u>

or since last Rent Increase Application (whichever is more recent)

Briefly describe the park. Include amenities and services provided without additional charge. Attach additional pages if more space is needed.

Clubhouse

Laundry Room

Playground

Pool

\*\*Last rent increase application was deemed complete November 7, 2022





Greencrest Rent Increase Application February 2024  
Last Rent Increase Effective February 1, 2023

Space	Resident	Rent In November 2021	Rent In November 2022	Current Rent November 2023	Percentage Increase	Requested Increase	Requested New Rent
1	Filadelfo Rivera	\$328.74	\$328.74	\$355.04	3.87%	\$ 13.74	\$368.78
2	Olivia Wennerholm	\$328.74	\$328.74	\$355.04	3.87%	\$ 13.74	\$368.78
3	Juan Escobedo	\$575.00	\$575.00	\$621.00	3.87%	\$ 24.03	\$645.03
4	Kayla Susan Ruiz	\$605.12	\$647.48	\$595.00	3.87%	\$ 23.03	\$618.03
6	Pablo Correa Flores	\$621.00	\$621.00	\$670.68	3.87%	\$ 25.96	\$696.64
8	Liborio Marrufo	\$333.72	\$333.72	\$360.42	3.87%	\$ 13.95	\$374.37
9	Daniel Gallardo Morales	\$574.45	\$574.45	\$424.00	3.87%	\$ 16.41	\$440.41
10	James Crouse	\$335.62	\$335.62	\$362.47	3.87%	\$ 14.03	\$376.50
14	Will Peart	\$335.62	\$335.62	\$362.47	3.87%	\$ 14.03	\$376.50
15	Marcelino Rivera	\$573.23	\$573.23	\$619.09	3.87%	\$ 23.96	\$643.05
18	Maria Guerrero	\$575.00	\$575.00	\$621.00	3.87%	\$ 24.03	\$645.03
19	Santos Vargas	\$448.40	\$448.40	\$484.27	3.87%	\$ 18.74	\$503.01
20	Mrs Michael Casillas	\$335.62	\$335.62	\$362.47	3.87%	\$ 14.03	\$376.50
21	German Lopez	\$443.43	\$443.43	\$478.90	3.87%	\$ 18.53	\$497.43
23	Nex Romero	\$575.00	\$575.00	\$621.00	3.87%	\$ 24.03	\$645.03
25	Maria Roberts	\$328.74	\$328.74	\$355.04	3.87%	\$ 13.74	\$368.78
28	David Chavez	\$448.40	\$448.40	\$484.27	3.87%	\$ 18.74	\$503.01
29	Ida Hanson	\$328.74	\$328.74	\$355.04	3.87%	\$ 13.74	\$368.78
31	Jaime Mendez	\$517.39	\$517.39	\$558.78	3.87%	\$ 21.62	\$580.40
34	Winston Chavez	\$575.00	\$575.00	\$621.00	3.87%	\$ 24.03	\$645.03
35	Andres Gonzalez	\$581.38	\$581.38	\$627.89	3.87%	\$ 24.30	\$652.19
37	Faustino Parra	\$517.39	\$517.39	\$558.78	3.87%	\$ 21.62	\$580.40
38	Vilgan Gomez	\$575.00	\$575.00	\$621.00	3.87%	\$ 24.03	\$645.03
40	Eric Tony Ferrer Martinez	\$328.74	\$328.74	372.46	3.87%	\$ 14.41	\$386.87
41	Monica Flores	\$512.40	\$512.40	\$553.39	3.87%	\$ 21.42	\$574.81

Space	Resident	Rent In November 2021	Rent In November 2022	Current Rent November 2023	Percentage Increase	Requested Increase	Requested New Rent
42	Arnulfo Garcia	\$517.39	\$517.39	\$558.78	3.87%	\$ 21.62	\$580.40
43	Antonio Cruz	\$575.00	\$575.00	\$621.00	3.87%	\$ 24.03	\$645.03
44	Jose Salas	\$575.00	\$575.00	\$621.00	3.87%	\$ 24.03	\$645.03
45	Anna Romero	\$584.78	\$625.71	\$631.56	3.87%	\$ 24.44	\$656.00
50	Paulette Lang	\$584.20	\$622.76	\$622.76	3.87%	\$ 24.10	\$646.86
51	Amancio Sanchez	\$575.00	\$575.00	\$621.00	3.87%	\$ 24.03	\$645.03
57	Joel Valdez	\$443.43	\$443.43	\$478.90	3.87%	\$ 18.53	\$497.43
59	Enedina Canedo	\$328.74	\$328.74	398.76	3.87%	\$ 15.43	\$414.19
60	Arturo Torres	\$575.00	\$575.00	\$621.00	3.87%	\$ 24.03	\$645.03
61	Juan Resendiz Lino	\$601.55	\$640.65	\$595.00	3.87%	\$ 23.03	\$618.03
62	Mauro Rubalcava	\$575.00	\$575.00	\$621.00	3.87%	\$ 24.03	\$645.03
63	Maria Urieta	\$625.00	\$625.00	\$675.00	3.87%	\$ 26.12	\$701.12
64	Luis Romo	\$512.40	\$512.40	\$553.39	3.87%	\$ 21.42	\$574.81
65	Maureen Winstanley	\$328.74	\$328.74	\$355.04	3.87%	\$ 13.74	\$368.78
67	Yolanda Perez	\$540.01	\$540.01	\$583.21	3.87%	\$ 22.57	\$605.78
69	William Tibbs	\$328.74	\$328.74	\$355.04	3.87%	\$ 13.74	\$368.78
74	Gloria Smith	\$517.39	\$517.39	\$558.78	3.87%	\$ 21.62	\$580.40
75	Marisa Garcia	\$625.00	\$625.00	\$675.00	3.87%	\$ 26.12	\$701.12
78	Julio Nava	\$448.40	\$448.40	\$484.27	3.87%	\$ 18.74	\$503.01
79	Roberto Gonzalez	\$575.00	\$575.00	\$621.00	3.87%	\$ 24.03	\$645.03
83	Jose Olvera	\$517.39	\$517.39	\$558.78	3.87%	\$ 21.62	\$580.40
88	Brian Thomas	\$333.72	\$333.72	\$360.42	3.87%	\$ 13.95	\$374.37
89	Catalino Castillo	\$625.00	\$625.00	\$675.00	3.87%	\$ 26.12	\$701.12
90	Victor Barriga	\$575.00	\$575.00	\$621.00	3.87%	\$ 24.03	\$645.03
92	Elvira Gonzalez	\$443.43	\$443.43	\$478.90	3.87%	\$ 18.53	\$497.43
94	Silvia Martinez	\$328.74	\$328.74	\$355.04	3.87%	\$ 13.74	\$368.78
96	Margarita Perez	\$586.40	\$586.40	\$633.31	3.87%	\$ 24.51	\$657.82
97	Rodolfo Robles	\$603.54	\$603.54	\$651.82	3.87%	\$ 25.23	\$677.05
102	Edilberto Castillo	\$448.40	\$448.40	\$484.27	3.87%	\$ 18.74	\$503.01



Space	Resident	Rent In November 2021	Rent In November 2022	Current Rent November 2023	Percentage Increase	Requested Increase	Requested New Rent
108	Bernardo Sanchez	\$625.00	\$625.00	\$675.00	3.87%	\$ 26.12	\$701.12
109	Martha Lugo	\$575.00	\$575.00	\$621.00	3.87%	\$ 24.03	\$645.03
110	Fred Burkhardt	\$625.00	\$658.13	\$710.78	3.87%	\$ 27.51	\$738.29
111	Stephen Burkhardt	\$448.40	\$448.40	\$484.27	3.87%	\$ 18.74	\$503.01
112	Thomas Springer	\$335.62	\$335.62	\$362.47	3.87%	\$ 14.03	\$376.50
115	Kathy Hearn	\$551.89	\$551.89	\$596.04	3.87%	\$ 23.07	\$619.11
116	Misaal Loyola	\$333.72	\$333.72	\$360.42	3.87%	\$ 13.95	\$374.37
118	Miles Garvey	\$625.00	\$625.00	\$675.00	3.87%	\$ 26.12	\$701.12
120	Jose Gallegos	\$586.40	\$586.40	\$633.31	3.87%	\$ 24.51	\$657.82
121	Mike Halloran	\$333.72	\$333.72	\$360.42	3.87%	\$ 13.95	\$374.37
122	Vicente Saldivar	\$448.40	\$448.40	\$484.27	3.87%	\$ 18.74	\$503.01
123	Mario Gaspar	\$575.00	\$575.00	\$621.00	3.87%	\$ 24.03	\$645.03
125	Gilbert Rodriguez	\$586.40	\$586.40	\$633.31	3.87%	\$ 24.51	\$657.82
127	Karen Heinze	\$333.72	\$333.72	\$360.42	3.87%	\$ 13.95	\$374.37
128	Maria Del Refugio Vazquez	\$383.33	\$383.33	\$414.00	3.87%	\$ 16.02	\$430.02





**OWNER'S AFFIDAVIT**I (We,) Katie Morris

being duly sworn, depose and say that I (We) am (are) the owner(s) of said park involved in this request and that the foregoing statements or answers contained herein and the information submitted herewith are in all respects true and correct to the best of my (our) knowledge and belief. I (We) make the foregoing statement, the statements and answers contained herein and declare under penalty of perjury that the same are true and correct.

Signed: Katie Morris  
SignaturePark Owner/Type or print nameSignature  
Katie Morris - Representative  
Representative/Type or print nameMailing address: 301 E. 17th St Ste 208  
Costa Mesa, CA  
92627

⑦



Housing & Neighborhood Services Division  
201 North Broadway, Escondido, CA 92025  
Phone: 760-839-4841  
[www.escondido.org/housing-and-neighborhood-services](http://www.escondido.org/housing-and-neighborhood-services)

February 14, 2024

Re: Short-form Rent Increase Application Submitted by Greencrest Mobilehome Park

Dear Resident:

A **short-form application** for a rent increase for your Park has been received and determined to be complete.

This letter is to inform you about:

**1) RESIDENT MEETING**

- Date: Monday February 26, at 6:30 p.m.
- Location: Park Clubhouse
- Purpose: To discuss the short-form hearing process, answer any questions, and select a resident representative.
- Spanish translation will be provided

**2) RENT REVIEW BOARD HEARING**

- Date: March 20, at 5:00 p.m.
- Location: City Council Chambers, 201 North Broadway, Escondido, CA 92025

**3) HOW THIS MAY IMPACT YOU**

- The park is requesting a **3.87%** increase
- Average Increase per space per month: \$20.45
- Average Rent for rent controlled spaces after the increase: \$548.48

**4) WHERE TO RECEIVE MORE INFORMATION**

- Attend the resident meeting on February 26, at 6:30 p.m.
- The application is available on the city's website, at your park's office and at the Housing and Neighborhood Services Division counter at City Hall during normal business hours.  
Monday – Friday 8:00 a.m. – 5:00 p.m.
- Contact Danielle Lopez at (760) 839-4518 or [dmlopez@escondido.org](mailto:dmlopez@escondido.org)

Sincerely,

A handwritten signature in cursive script that reads "Danielle Lopez".

Danielle Lopez  
Housing and Neighborhood Services Manager



División de Vivienda y Servicios a Vecindarios  
201 North Broadway, Escondido, CA 92025  
Teléfono 760-839-4841  
[www.escondido.org/housing-and-neighborhood-services](http://www.escondido.org/housing-and-neighborhood-services)

14 de febrero de 2024

Re: Solicitud Abreviada para un Aumento de Renta presentada por Greencrest Mobilehome Park

Estimado Residente:

Se ha recibido una **solicitud abreviada** para un aumento de renta para su Parque y determinada de estar completa.

Esta carta es para infórmale de:

**1) JUNTA DE RESIDENTES**

- Fecha = lunes 26 de febrero a las 6:30 p.m.
- Locación = Casa Club del Parque
- Propósito = Hablar del proceso de audiencia para la solicitud abreviada, contestar sus preguntas y elegir un representante de residentes.
- Habrá traducción al español

**2) AUDIENCIA DE COMISIÓN DE EVALUADORES DE RENTA**

- Fecha = 20 de marzo, a las 5:00 p.m.
- Locación = En la Sala Consistorial del Municipio (City Council Chambers), 201 North Broadway, Escondido, CA 92025

**3) COMO ESTO LE PUEDE AFECTAR A USTED**

- El parque solicita un aumento del 3.87%
- Aumento promedio por espacio mensual: \$20.45
- Promedio de renta para espacios de alquiler regulado después del aumento: \$548.48

**4) DONDE PUEDE RECIBIR MÁS INFORMATION**

- Asista a la reunión de residentes el 26 de febrero, a las 6:30 p.m.
- La solicitud está disponible en el sitio web de la ciudad, en la oficina de su parque, y en el mostrador de la División de Vivienda y Servicios Vecindarios del Ayuntamiento durante en horario de oficina normal. De lunes a viernes, de 8:00 a.m.- 5:00 p.m.
- Contacte a Danielle Lopez llamando a (760) 839-4518 o [dmlopez@escondido.org](mailto:dmlopez@escondido.org)

Sinceramente,

A handwritten signature in cursive script that reads "Danielle Lopez".

Danielle Lopez  
Director de Vivienda y Servicios a Vecindarios



**DATE: February 28, 2024**

**TO: HONORABLE CHAIRMAN AND MEMBERS OF THE RENT CONTROL BOARD**

**FROM: MONICA PINAGLIA, CODE COMPLIANCE SUPERVISOR** *mp*

**SUBJECT: GREENCREST MOBILEHOME PARK**

The Greencrest - Mobile Home Park was inspected on February 27, 2024, with the lighting inspection conducted the evening of February 26, 2024. The inspections were completed as part of the rent control review process. There was one general park violation and one park lighting violation found. The inspection report is attached.

A resident meeting was held on February 26, 2024. The meeting was attended by two residents, one park manager and three city staff. There were no code enforcement issues raised during the meeting.

There was one code compliance complaint received for this the park during the past year.

Cc: Christopher W. McKinney, Deputy City Manager  
Danielle Lopez, Manager of Housing and Neighborhood Services Division



February 28, 2024

**MOBILEHOME PARK RENT CONTROL**  
**CODE ENFORCEMENT INSPECTION REPORT**

**Park Name:** Greencrest Mobile Home Park  
541 W. 15<sup>th</sup> Ave.  
Escondido, CA. 92025

**Park Owner:** Greencrest Mobile Home Park LLC  
8 Pinehurst Ln  
New Port Beach, CA. 92660

**Park Managers:** Jim Younce                      **Phone:** (760) 745-4352  
Marlene Andaluz-Estrada

**Inspection Date:** February 27, 2024                      **Inspector:** Stephen Jacobson &  
Eric Field

The following report is based on the inspection of the mobile home park conducted under provisions outlined in the California Code of Regulations, Title 25, Division I, Chapter 2 and the Escondido Zoning Code, Article 45. This inspection report only addresses health and safety issues that are related to areas for which maintenance, repair and operations is the responsibility of the owners and managers of the park.

**General Violations:**

1. The mobile home park address is not posted on the park sign or at the office.  
**25 CCR 1122 (b).**



February 28, 2024  
Greencrest Mobile Home Park  
Rent Control Inspection Report  
Page 2

**Areas of the park needing illumination**  
**Lighting Inspection – Conducted 2-26-2024**

There was one exterior light violation noted:

1. The exterior light on the pole in front of space 15 is in disrepair. 25 CCR 1108.



Housing & Neighborhood Services  
201 North Broadway, Escondido, CA 92025  
Phone: 760-839-4841

March 8, 2024

Park Resident  
541 W. 15<sup>th</sup> Avenue  
Escondido, CA 92025

## RESIDENT NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Escondido, sitting as the Mobilehome Rent Review Board, will hold a public hearing to consider the following item:

### **A short-form rental increase application for Greencrest Mobilehome Park**

A copy of the application is available for review at <https://www.escondido.org/pending-applications>, Greencrest Mobilehome Park Office or the Housing & Neighborhood Services Division at City Hall, 201 N. Broadway. A copy of the staff report will be available at the Housing counter five days prior to the hearing date.

A public hearing is scheduled for **March 20, 2024, at 5 p.m.** in the City Council Chambers, 201 N. Broadway, Escondido, CA 92025 to determine whether or not a rent increase will be granted for your park.

If you are protesting the short-form application, you should register in the foyer prior to the opening of the public hearing. The purpose of the hearing is for the Rent Review Board to obtain input from the owner and tenants about why an increase should or should not be granted. If you challenge the decision of the Board 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 Rent Review Board at or prior to the public hearing.

You may also submit your feedback to Danielle Lopez at [dmlopez@escondido.org](mailto:dmlopez@escondido.org) or call 760-839-4518 and this information will be included in the City Council presentation.

At the hearing, the Rent Review Board may make a determination about the rent increase or they may request additional information from the owner or tenants. If additional information is requested, a new hearing will be scheduled. If an increase is granted, the owner must notify you in writing of the amount of the increase at least (90) days before the increase goes into effect.

Sincerely,

*Danielle Lopez*

Danielle Lopez  
Housing & Neighborhood Services Manager





División de Vivienda y Servicios a Vecindarios  
201 North Broadway, Escondido, CA 92025  
Teléfono 760-839-4841

8 de marzo de 2024

Residente del parque  
541 W. 15<sup>th</sup> Avenue  
Escondido, CA 92025

## AVISO PARA RESIDENTES DE AUDIENCIA PÚBLICA

POR LA PRESENTE SE NOTIFICA que el Concejo Municipal de la Ciudad de Escondido, siendo la Comisión Evaluadora que Revisan las Rentas de Casas Móviles, tendrá una audiencia pública para considerar el siguiente punto:

### La solicitud abreviada de aumento de renta para Greencrest Mobilehome Park

Una copia de la aplicación está disponible para revisión en <https://www.escondido.org/pending-applications>, la oficina de Greencrest Mobilehome Park o División de Vivienda y Servicios al Vecindario en el Ayuntamiento, 201 N. Broadway. Una copia del reporte del personal estará disponible en el mostrador de la División de Vivienda cinco días antes de la fecha de la audiencia.

Una audiencia pública está programada para el **20 de marzo de 2024 a las 5 p.m.** en la Sala Consistorial del Concejo Municipal, 201 N. Broadway, Escondido, CA 92025 para determinar si se otorgará o no un aumento de renta para su parque.

Si usted está protestando esta solicitud abreviada, debe registrarse en el vestíbulo antes de que comience la audiencia pública. El propósito de la audiencia es que el Comité de Revisión de Rentas obtenga información del propietario y los inquilinos sobre por qué se debe o no se debe otorgar un aumento. Si impugna la decisión de la Comisión Evaluadora ante la corte, puede quedar limitado a proponer solo aquellos asuntos que usted u otra persona haya propuesto en la audiencia pública descrita en este aviso, o en la correspondencia escrita entregada al Comité de Revisión de Rentas durante o antes de la audiencia pública.

También puede enviar sus comentarios a Danielle Lopez a [dmlopez@escondido.org](mailto:dmlopez@escondido.org) o llamar al 760-839-4518 y esta información se incluirá en la presentación al Concejo Municipal.

En la audiencia, el Comité de Revisión de Rentas puede tomar una determinación sobre el aumento de renta o pueden solicitar información adicional del propietario y / o inquilinos antes de tomar una decisión. Si se solicita información adicional, se programará una nueva audiencia. Si se concede un aumento, el propietario debe notificarle por escrito de la cantidad del aumento al menos (90) días antes de que el aumento entre en vigencia.

Sinceramente,

*Danielle Lopez*

Danielle Lopez,  
Gerente de Vivienda y Servicios al Vecindario



Code Enforcement Division  
201 North Broadway, Escondido, CA 92025  
Phone: 760-839-4650 Fax: 760-432-6819

March 12, 2024

Greencrest Mobile Home Park LLC  
8 Pinehurst LN  
New Port Beach CA 92025

Greencrest Mobile Home Park  
C/O Jim Younce & Marlene Andaluz-Estrada  
541 W. 15<sup>th</sup> St.  
Escondido, CA 92025

Dear Katie and Jim,

This notice is to formally advise you that the general park and lighting violations noted in the rent control inspection report dated February 28, 2024 have been corrected.

We appreciate having the parks cooperation during this process. Our mutual efforts are important in maintaining safe and healthy parks in our city. Please feel free to call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "Monica Pinaglia". The signature is stylized with large, flowing loops and a prominent initial "M".

Monica Pinaglia  
Code Compliance Supervisor

CC: Christopher W. McKinney, Deputy City Manager  
Danielle Lopez, Manager of Housing and Neighborhood Services Division.



# STAFF REPORT

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March 20, 2024  
File Number 0430-80

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## SUBJECT

### **FINANCIAL REPORT FOR THE QUARTER ENDED DECEMBER 31, 2023 AND BUDGET ADJUSTMENT REQUEST**

## DEPARTMENT

Finance

## RECOMMENDATION

Request the City Council:

- A. Receive and file the second quarter financial report for FY2023/24 (Attachment "1");
- B. Adopt Budget Adjustments (Attachment "2") to amend the Fiscal Year 2023/24 operating and capital improvement budgets

Staff Recommendation: Approval (Finance: Christina Holmes)

Presenter: Christina Holmes, Director of Finance

**ESSENTIAL SERVICE** – Yes - Police Services; Fire/EMS Services; Keep City Clean for Public Health and Safety; Land Use/Development; Clean Water; Sewer

**COUNCIL PRIORITY** – Eliminate Structural Deficit

## FISCAL ANALYSIS

See Below

## PREVIOUS ACTION

In October 2023, the City Council received the Fiscal Year 2022/23 Financial report.

## BACKGROUND

The City Council Budget and Financial Policies require that the City present quarterly financial reports each fiscal year. The purpose of this report is to provide City Council and the public a financial update of selected funds of the City. This report provides the City Council with the analysis of unaudited revenues and expenditures for Fiscal Year 2023/24 in comparison to the adopted Fiscal Year 2023/24 budget for the General Fund. The financial highlights for are summarized below.



# CITY of ESCONDIDO

## STAFF REPORT

### General Fund

Operating revenue has not kept pace with the growing costs of providing City services since the Great Recession, and as a result, the General Fund long-term financial plan has projected annual deficits creating a structural budget deficit. The City has maintained a hardline on expenditures, controlled costs by deferring maintenance and capital project costs, sought measures that ensure efficiency, and continued to utilize one-time grants and other sources of funding. Revenue-generating opportunities have also been explored and implemented as appropriate per City Council direction.

To address the predicted structural budget gap for the 2023/24 fiscal year, departments were directed to submit their FY2023/24 General Fund operating budget at the same level as the prior year, FY2022/23, where possible. Once all revised General Fund budgets were submitted to the Finance Department, and a summary of projected revenue and expenditures was prepared, the General Fund operating budget projected a net operating deficit of \$11,295,840.

In order to continue to provide essential City services, City Council approved a combination of using reserve balances as well as deferring major purchases to future years in order to close the budget deficit:

- Utilizing the Section 115 Pension Trust Fund for the increase in CalPERS costs, estimated at \$1,500,640 for FY2023/24.
- Deferring vehicle replacements to future years for all General Fund departments, except for Public Safety vehicles, to save \$1,148,800 and utilizing reserves from the Fleet Services Fund of \$3,610,070.
- Changing the funding methodology of the General Liability Reserve Fund and reducing reserves by \$2,995,840.
- Including the Historical Cost Savings Reduction of \$1,000,000 in recognition of annual savings from vacant positions during the fiscal year, offset by a Cost Savings Contingency amount of \$400,000, to give some flexibility in managing available resources to be used throughout the fiscal year under the direction of the City Manager.
- Utilizing funds from the Revenue Loss provision of the American Rescue Plan Act ("ARPA") to close the remaining General Fund operating budget deficit of \$1,440,490 in FY2023/24.

The projected FY2023/24 General Fund revenue estimate is \$127.4 million, estimated to increase \$7.5 million or 6 percent over the FY2022/23 amended revenue projection. The total proposed FY2023/24 General Fund Operating Budget is \$130.7 million, which increased by approximately \$5.6 million or 4.4 percent compared to the FY2022/23 Operating Budget.

At the end of the second quarter, General Fund revenues are at 33 percent of the amended budget, while expenditures are at 48 percent. Attachment "1" to this staff report includes an analysis of General Fund operating revenues, expenditures, and reserve balances as of December 2023.



# CITY of ESCONDIDO

## STAFF REPORT

### Recommended Budget Adjustments:

1. Recognize ARPA Lost Revenue – \$4,627,960 (General Fund Increase). The staff recommendation is to recognize the remaining funds from the Revenue Loss provision of the American Rescue Plan Act. On January 6, 2022, the U.S. Department of the Treasury issued its Final Rule, which offers a standard allowance for revenue loss of \$10 million. Because the amount claimed under revenue loss can be used for “general government services,” this single provision provides significant flexibility for municipalities. “General government services” includes any service traditionally provided by a government, other than a few exceptions explicitly identified by the Treasury. All American Rescue Plan Act funds, including the Lost Revenue allocation, must be earmarked by December 31, 2024, and fully spent by December 31, 2026. The City has budgeted a total of \$5,175,520 from the Lost Revenue category to date, with \$4,824,480 remaining of the total \$10 million allowed.

<b>ARPA Lost Revenue Category</b>	<b>\$10,000,000</b>
FY2022/23 General Fund Deficit	(3,735,030)
FY2023/24 General Fund Deficit	(1,637,010)
<b>Remaining ARPA Lost Revenue Category</b>	<b>\$4,627,960</b>

2. Services Community Facility District – \$290,900 (General Fund Decrease). On January 24, 2024, the City Council approved the repeal of the City’s Services Community Facilities District (“CFD”) 2020-1. As a result, tax assessments, budgeted at approximately \$290,900 in FY2023/24, will be refunded to all homeowners that had been annexed into the Services CFD and paid the property tax in FY2023/24.
3. Utility Allocation – \$1,500,000 (General Fund Decrease). As part of the City’s ongoing review of how the City allocates expenses to the Utility Funds, an adjustment to the allocations out of the General Fund will be implemented in the FY2023/24 Operating Budget.
4. Fire Department Overtime and Maintenance – \$217,750 (Funded by CalOES Reimbursements). The adjustment to the Fire Department budget is necessary primarily due to the overtime and equipment & maintenance costs incurred as a result of deployments to wildfires this fiscal year through California and Oregon. The Escondido Fire Department’s assistance to other jurisdictions under the California Fire Assistance Agreement coordinated through the Office of Emergency Services fully reimbursed the City for the direct and backfill overtime created as a result of the deployments. In addition, \$50,000 will be utilized to replace the department’s current inventory of 100 fire shelters past their useful life, used as a last resort safety device by wildland firefighters. The increase to expenditures is offset by reimbursements from CalOES, there is no net effect to the General Fund.



# CITY of ESCONDIDO

## STAFF REPORT

5. Increase to the Paramedic Capital Replacement Fund – \$50,000 (Funded by New IG-GEMT Paramedic Revenue). On October 11, 2023, City Council approved the City’s membership to the North County Dispatch Joint Powers Authority. As part of the transition, additional communications equipment is needed on ambulances to establish mobile data computer connectivity. The staff recommendation is to use the new revenue the City is receiving from the Ground Emergency Transportation Program implemented at the end of FY2022/23 that utilizes Federal funding to supplement the ambulance billing revenue received for medical transports. As a result of this new program, additional funds of \$2,280,943 have been recorded since the inception of the program, offset by an administration fee of \$1,812,370 in FY2023/24.
6. Community Survey - \$90,000. At the City Council Retreat in September 2023, Council directed staff to engage with a consultant to conduct a comprehensive community survey to gauge community satisfaction with municipal services and assess potential ballot measures. After completing a solicitation process, the City has selected a consultant and the survey is expected to be completed in the Spring of 2024.

### ATTACHMENTS

- a. Attachment “1” – FY2023/24 Second Quarter Financial Status Report
- b. Attachment “2” – Budget Adjustment Request



## FY2023/24 Financial Status Report Second Quarter Ending December 31, 2023

### OVERVIEW

This report summarizes the City's financial position through the second quarter ending December 31, 2023 for the General Fund. The purpose of the report is to provide City Council, City Management, and the Escondido community an update on the City's fiscal status based on the most recent financial information available. The revenue projections and budget information include adjustments for encumbrances, carryovers, and any other supplemental appropriations approved by the City Council as of December 31, 2023.

This report is for internal use only. The figures presented here are unaudited and have not been prepared in accordance with Generally Accepted Accounting principles (GAAP).

### GENERAL FUND

Operating revenue has not kept pace with the growing costs of providing City services since the Great Recession, and as a result, the General Fund long-term financial plan has projected annual deficits creating a structural budget deficit. The City has maintained a hardline on expenditures, controlled costs by deferring maintenance and capital project costs, sought measures that ensure efficiency, and continued to utilize one-time grants and other sources of funding. Revenue-generating opportunities have also been explored and implemented as appropriate per City Council direction.

To address the predicted structural budget gap for the 2023/24 fiscal year, Departments were directed to submit their FY2023/24 General Fund operating budget at the same level as the prior year, FY2022/23, where possible. Once all revised General Fund budgets were submitted to the Finance Department, and a summary of projected revenue and expenditures was prepared, the General Fund operating budget projected a net operating deficit of \$11,295,840.

In order to continue to provide essential City services, staff made recommendations to close the deficit that included a combination of using reserve balances as well as deferring major purchases to future years.

The projected FY2023/24 General Fund revenue estimate is \$127.4 million, estimated to increase \$7.5 million or 6% over the FY2022/23 amended revenue projection. The total proposed FY2023/24 General Fund Operating Budget is \$130.7 million, which increased by approximately \$5.6 million or 4.4% compared to the FY2022/23 Operating Budget.

At the end of the second quarter, General Fund revenues are at 33% of the amended budget, while expenditures are at 48%, shown in the table below.

#### *General Fund Comparison of Projected FY2023/24 Operating Budget to Actuals*

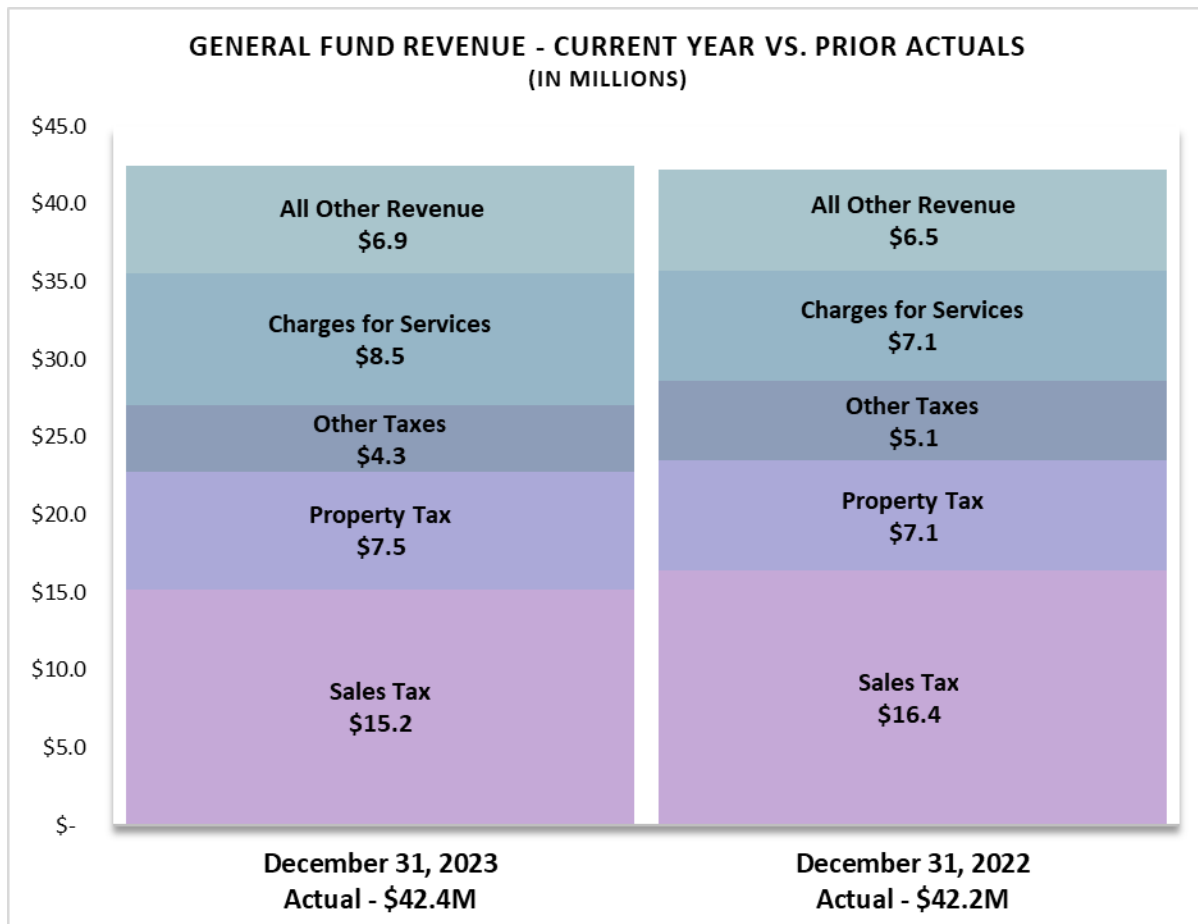
	<b>FY2023/24 ADOPTED BUDGET</b>	<b>FY2023/24 AMENDED BUDGET</b>	<b>ACTUAL RESULTS DECEMBER 2023</b>	<b>%</b>
Total Operating Revenue	\$127,403,060	\$127,927,490	\$42,434,556	33%
Total Operating Expenditures	(130,892,070)	(131,380,460)	(62,623,810)	48%
Operating Transfers	1,852,000	1,561,100	1,561,100	-
One-Time Revenue Sources – American Rescue Plan Act	1,637,010	1,637,010	1,637,010	-
<b>Net Operating Surplus / (Deficit)</b>	<b>\$-</b>	<b>(\$254,80)</b>	<b>(\$16,700,244)</b>	<b>-</b>



**GENERAL FUND REVENUE**

	<b>FY2023/24 AMENDED BUDGET</b>	<b>ACTUAL RESULTS DECEMBER 2023</b>	<b>ACTUAL RESULTS DECEMBER 2022</b>	<b>Prior Year vs. Current Year</b>
<b>Sales Tax</b>	\$49,507,600	\$15,223,550	\$16,381,110	\$(1,157,560)
<b>Property Tax</b>	35,068,340	7,530,870	7,134,690	396,180
<b>Other Taxes</b>	16,483,370	4,280,250	5,104,930	(824,680)
<b>Charges for Services</b>	15,078,000	8,542,980	7,102,610	1,440,370
<b>Permits and Licenses</b>	3,506,250	2,607,950	2,723,010	(115,060)
<b>Fines and Forfeitures</b>	873,000	331,950	342,450	(10,500)
<b>Intergovernmental</b>	2,674,930	1,283,980	931,030	352,950
<b>Rental Income</b>	3,829,000	1,916,320	1,874,770	41,550
<b>Other Revenue</b>	907,000	716,730	637,020	79,710
<b>TOTAL OPERATING REVENUE</b>	<b>\$127,927,490</b>	<b>\$42,434,580</b>	<b>\$42,231,620</b>	<b>\$292,960</b>

Sales tax is the largest General Fund revenue source at 39% of total operating revenue followed by property tax, other taxes, and charges for services. The chart below shows the major categories of revenue collected through December 31, 2023 compared to the revenue collected in the prior year through December 31, 2022. Overall operating revenue increased \$202,960 compared to the same time last fiscal year.





**Sales Tax (39% of Total General Fund Revenue): \$15.2 million**

The City works closely with its sales tax consultant, AvenulInsights, in projecting sales tax revenue. Based on AvenulInsights' analysis of the trend in year-to-date tax receipts and an examination of the local economy, the City's sales tax revenue is anticipated to decline in Fiscal Year 2023/24 by \$1,504,600 or 3% to reach \$49.5 million. A recession in 2024 is possible, but continued low unemployment and tight labor markets indicate that a severe downturn is unlikely. The forecast provided by AvenulInsights assumes a very mild recession or slowdown starting in the first quarter of FY2023/24 and lasting for the remainder of the fiscal year.

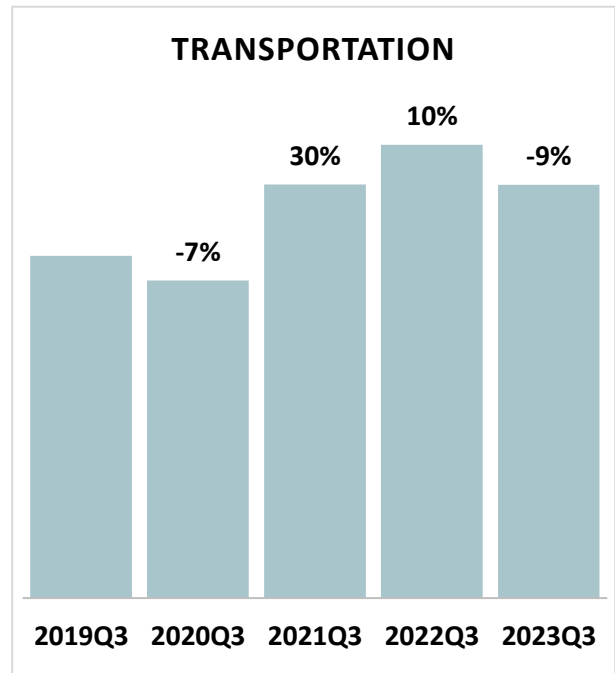
Actual sales tax receipts are under the December 2022 amount by \$1,157,560, indicating that the economy is continuing to slow from the post pandemic surge in spending.

***Transportation***

The largest sales tax segment, 35% of total sales tax revenue, is Transportation, which includes new and used auto sales, auto repair shops, and service stations.

Sales revenues decreased by 9% compared to the same quarter in the prior year. Despite an increase in new car registrations, the automobile and transportation sector declined 2.6% statewide. Like other industry groups, elevated financing costs are expected to create headwinds for auto sales.

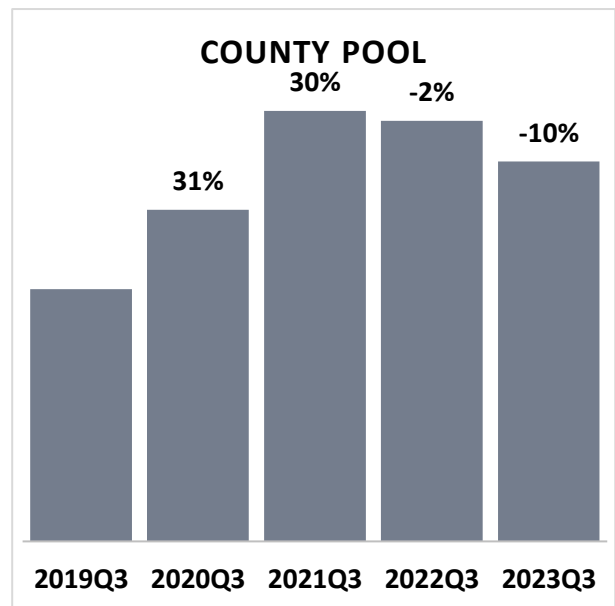
Petroleum per barrel costs increased significantly in the spring of 2022, and as a result, receipts received from fuel and service stations increased by about 31% compared to the same quarter in the prior year. However, gas prices have steadily dropped for two consecutive quarters.

***County Pool***

Sales tax revenue received through the County Pool is now the second largest sales tax segment accounting for 19% of total sales tax revenue.

Effective in April 2019, new taxable sales are distributed to the City under the AB 147 Wayfair decision which extended the sales and use taxes to online and out-of-state retailers engaged in business in California.

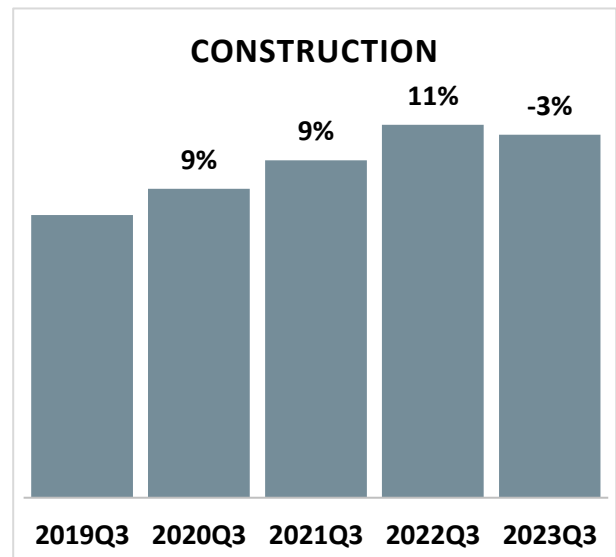
However, the increase in activity from the countywide pool experienced during the pandemic has slowed; total receipts decreased by \$882,167, or 10%, compared to the prior year. In addition, more in-state fulfillment has diverted tax allocations away from pools and toward fulfillment center sites



**Construction**

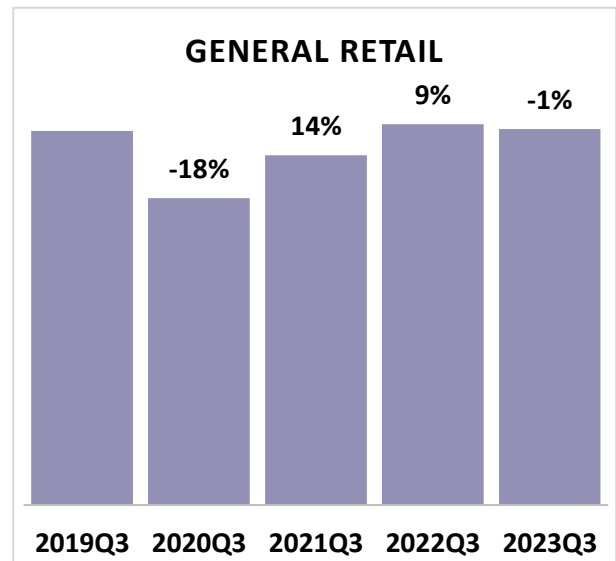
The Construction sales tax segment which accounts for revenue generated from building materials, including both wholesale and general retail, decreased from the prior year by about 3%.

Overall construction activities have increased steadily since the start of the pandemic in 2020 inflation increased this revenue further in 2023. However, building and construction projects continued slowing as higher interest rates constrained commercial development, public infrastructure projects and new housing starts.

**General Retail**

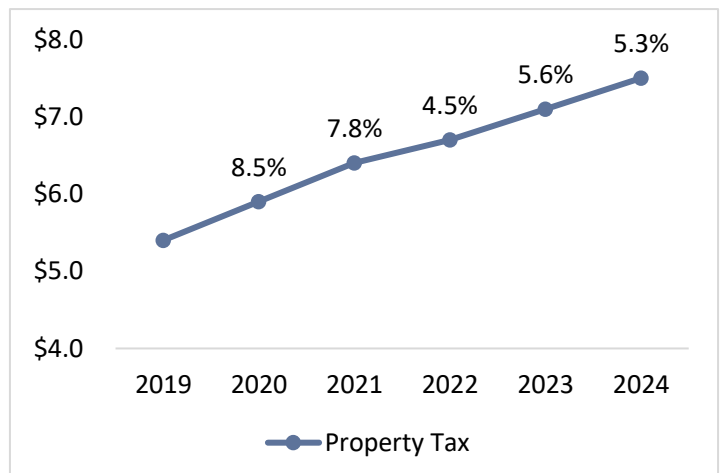
General Retail and Food Products combined make up 25% of the total sales tax revenue for the City and declined slightly compared to the prior fiscal year.

The decline was likely driven by tighter family budgets, elevated interest rates, and diminished savings compared to the previous two fiscal years.

**Property Tax (27% of Total General Fund Revenue): \$7.5 million**

Property Tax revenue increased by \$396,180 or about 5.3% compared to this time in prior year.

The largest portions of property tax revenue are distributed by the County in December and April each year. The FY2023/24 Operating Budget projected property tax growth of 7%. This is attributed to an increase in current secured and unsecured tax projections, along with an increase in property transfer taxes based on the current and projected development activity, such as permits, inspections, and plan checks, which indicate continued growth in property sales.

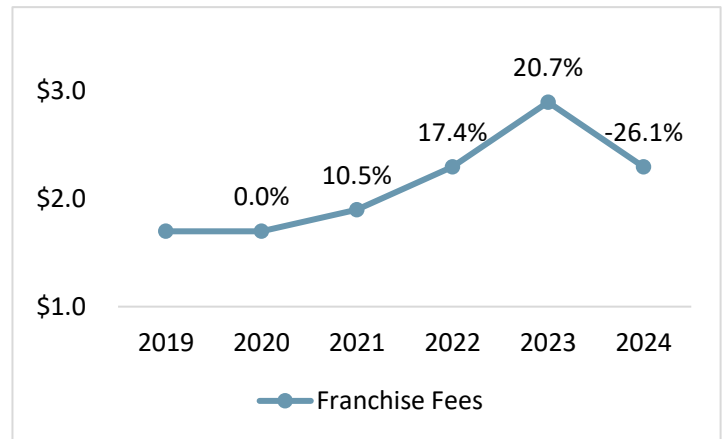


**Other Taxes (13% of Total General Fund Revenue): \$4.3 million**

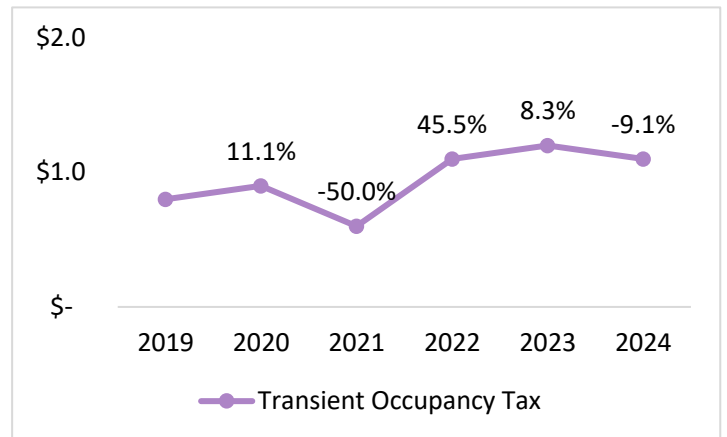
Other Taxes include franchise fee revenues, transient occupancy tax, and business license revenue and combined have decreased by \$824,680 compared to the prior year.

**Franchise Fees**

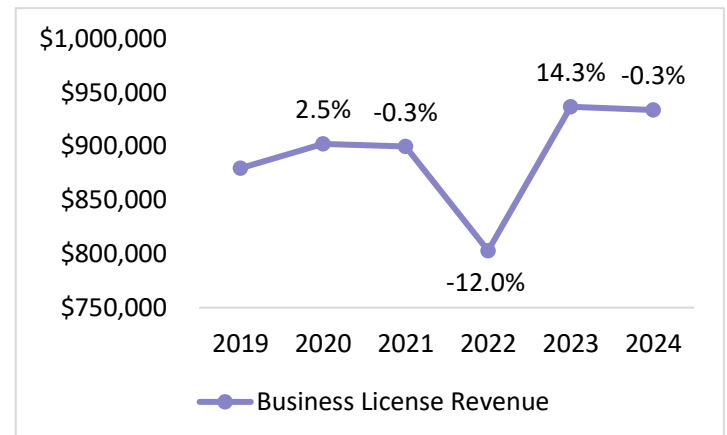
The City collects franchise fee revenues from San Diego Gas and Electric (SDG&E), cable companies conducting business within City limits, and Escondido Disposal Incorporated (EDI). Revenues received from franchise agreements decreased by \$882,857 from the prior fiscal year. In the first two quarters of 2023, the Escondido Palomar Energy Plant was shut down for maintenance. This resulted in zero electric emissions during this time and therefore no franchise fee revenue was due to the City. The plant was fully operational again in August.

**Transient Occupancy Tax**

Transient occupancy tax, also known as hotel tax, decreased by \$122,556 compared to the prior year. The tourism industry was impacted significantly as a result of the closures, and many forecasted its recovery would take much longer than it has. Between FY2021/22 and FY2022/23, transient occupancy tax receipts increased by 49% from the pre-pandemic levels in March 2020. It is expected that those receipts will remain flat going forward as the activity stabilizes in the industry.

**Business License Revenue**

All entities doing business in the City are required to have a valid business license. The business license tax is calculated based on annual gross receipts; business license revenue from the 2023 calendar year is based off of 2022 gross receipts. Business license revenues decreased by \$2,893 compared to the prior fiscal year.

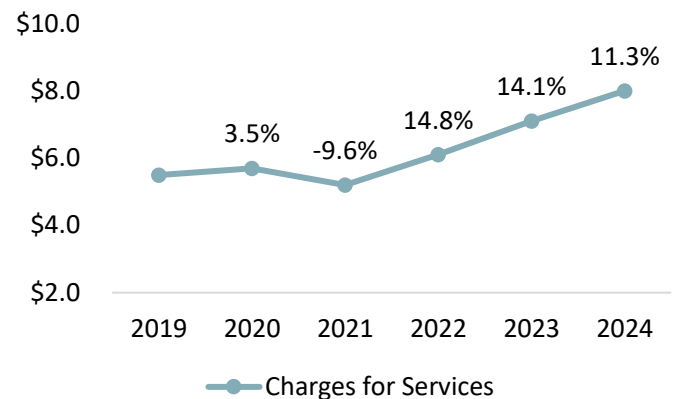


**Charges for Services (12% of Total General Fund Revenue): \$8.5 million**

Charges for Services include paramedic fees, Community Services fees for recreational and community activities, and charges for development related services, which include Engineering and Planning fees.

This category of revenue has increased by \$1.4 million primarily due to paramedic billing. The City is receiving **new revenue** due to the Ground Emergency Medical Transportation Program implemented at the end of FY2022/23 that utilizes Federal funding to supplement the ambulance billing revenue received for medical transports. As a result of this new program, additional funds of \$2,280,943 have been recorded since the inception of the program.

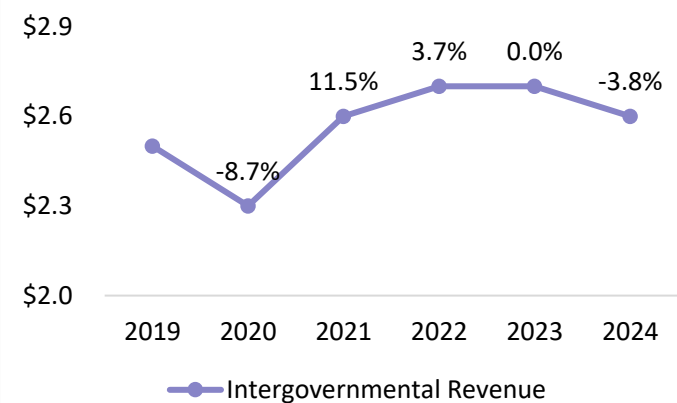
The increase in revenue is offset by the timing of Community Services and Development Services fees.

**Intergovernmental (3% of Total General Fund Revenue): \$2.6 million**

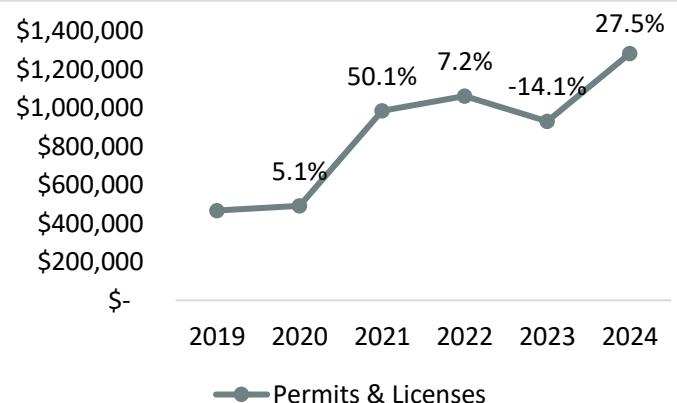
Intergovernmental revenue includes the Rincon fire services agreement, state mandated cost claims, various grants, and revenue received from the fire mutual aid reimbursements.

Overall revenue has decreased \$115,060 compared to the prior year.

The City's Fire Department staff can be deployed to assist other State agencies with responses to fires and other incidents. The California Office of Emergency Services reimburses the City for the time and resources of the staff deployed. As of December 2023, reimbursements of \$245,988 have been recorded.

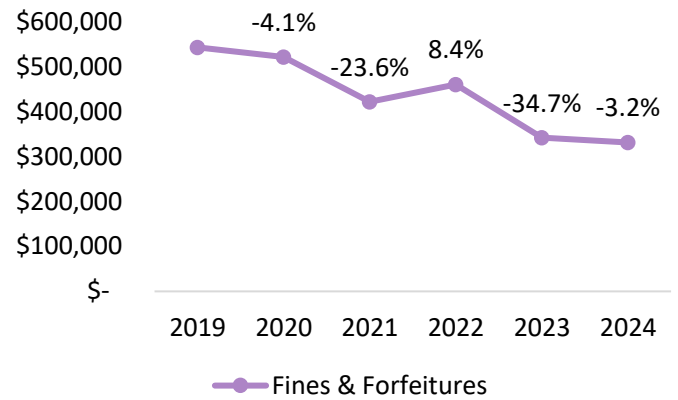
**Permits and Licenses (2% of Total General Fund Revenue): \$1.3 million**

Revenue generated from permits and licenses increased by \$352,950 compared to fiscal year 2022/23. Construction and development activity continues driving building permit revenue compared to previous fiscal years.



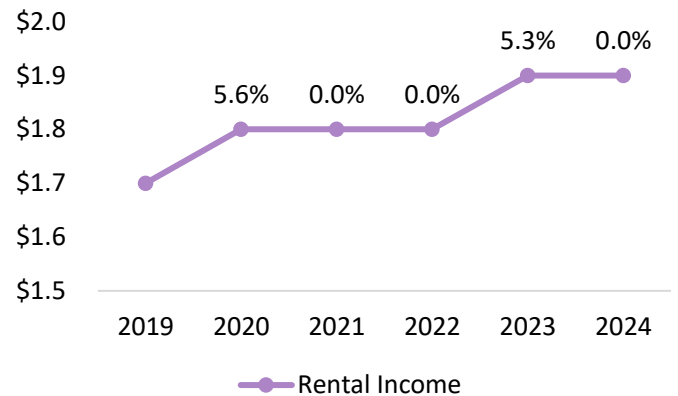
**Fines & Forfeitures (1% of Total General Fund Revenue):**  
**\$331,950**

Fines & Forfeitures represent fees collected for vehicle code fines, parking ticket fines, other court fines, code enforcement citations, and impound fees. Overall revenue has decreased by \$10,500 compared to the prior fiscal year.



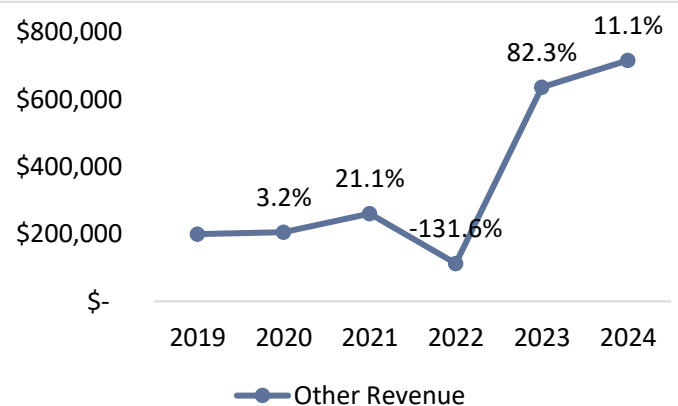
**Rental Income (3% of Total General Fund Revenue):**  
**\$1.9 million**

The City receives lease and rental income from City owned properties, such as the North County Mall. Overall revenue has increased by \$41,550 compared to the prior fiscal year.



**Investment and Other Revenues (1% of Total General Fund Revenue): \$716,730**

Investments and Other Revenue includes interest earned from investing activities, and other miscellaneous receipts and has increased by \$79,710 compared to the prior year.



**GENERAL FUND OPERATING EXPENDITURES**

The total adopted FY2023/24 General Fund Operating Budget is \$131.4 million, an increase of approximately \$5.6 million or 4.4% compared to the FY2022/23 Operating Budget. In order to address an \$11.3 million budget deficit, vehicle replacements were deferred to future years, reserve funds are being utilized from the Fleet Services Fund, General Liability Fund, Section 115 Pension Trust and the American Rescue Plan Act Lost Revenue category of funds.

The following table includes cumulative expenditure comparisons for General Fund departments as of December 2023.

	<b>FY2023/24 AMENDED BUDGET</b>	<b>ACTUAL RESULTS DECEMBER 2023</b>	<b>ACTUAL RESULTS DECEMBER 2022</b>	<b>Prior Year vs. Current Year</b>
<b>General Government Services</b>	\$8,238,090	\$3,115,650	\$3,365,550	(249,900)
<b>Community Services</b>	9,702,390	4,569,580	4,154,770	414,810
<b>Development Services</b>	8,343,060	3,170,280	3,401,060	(230,780)
<b>Public Works</b>	12,886,050	6,457,510	5,870,950	586,560
<b>Police</b>	54,209,820	26,358,870	25,553,670	805,200
<b>Fire</b>	33,599,220	16,684,840	15,427,070	1,257,770
<b>California Center for the Arts</b>	3,247,370	1,615,430	1,235,560	379,870
<b>Other Expenditures</b>	1,154,460	651,640	1,051,530	(399,890)
<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$131,380,460</b>	<b>\$62,623,800</b>	<b>\$60,060,160</b>	<b>\$2,563,640</b>

The City continues to be impacted by a competitive labor market, as a result of recurring vacant positions and long recruitment efforts there are expenditure savings in regular salary and benefits through December 2023. However, the vacant positions have also increased the overtime expenditures which are at 75% of the amount budgeted for the fiscal year. The increase in overtime expenses will be offset by the savings in employee services.

	<b>FY2023/24 AMENDED BUDGET</b>	<b>ACTUALS DECEMBER 2022</b>	<b>% of Budget</b>
Employee Services	\$106,172,860	\$47,968,270	45%
Employee Services - Overtime	6,202,850	4,621,142	75%
<b>SUBTOTAL EMPLOYEE SERVICES</b>	<b>105,925,850</b>	<b>50,144,560</b>	<b>47%</b>
Maintenance and Operations	26,044,668	12,718,127	49%
Internal Service Charges	12,464,710	6,232,390	50%
Allocations	(18,904,630)	(8,397,567)	44%
<b>SUBTOTAL OPERATING EXPENDITURES</b>	<b>19,604,748</b>	<b>10,552,950</b>	<b>54%</b>
Historical Cost Savings Reduction	(600,000)	-	-
<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$131,380,460</b>	<b>\$63,142,362</b>	<b>48%</b>

The following table shows each department's operating expenses through December 2023 compared to the amended budget for FY2023/24:

GENERAL GOVERNMENT SERVICES	FY2023/24 ADOPTED BUDGET	BUDGET ADJUSTMENTS	FY2023/24 AMENDED BUDGET	ACTUAL RESULTS DECEMBER 2023	% Of Budget
City Council	\$396,390	\$ -	\$396,390	\$178,869	45%
City Manager	1,530,580	-	1,530,580	749,506	49%
City Attorney	198,290	-	198,290	79,165	40%
City Clerk	680,240	-	680,240	344,218	50%
City Treasurer	233,490	-	233,490	134,612	58%
Finance	1,809,720	-	1,809,720	777,722	43%
Human Resources & Risk Management	795,320	-	795,320	288,836	42%
Information Systems & GIS	1,547,210	-	1,547,210	562,722	33%
Communications & Digital Media	1,046,040	-	1,046,040	528,664	50%
<b>TOTAL GENERAL GOVERNMENT</b>	<b>\$8,237,280</b>	<b>\$-</b>	<b>\$8,237,280</b>	<b>\$3,633,026</b>	<b>44%</b>

COMMUNITY SERVICES	FY2023/24 ADOPTED BUDGET	BUDGET ADJUSTMENTS	FY2023/24 AMENDED BUDGET	ACTUAL RESULTS DECEMBER 2023	% Of Budget
Recreation	\$4,573,720	\$ -	\$4,573,720	\$2,021,978	44%
Main Library	3,771,040	-	3,771,040	2,008,302	53%
Older Adult Services	727,170	-	727,170	333,790	45%
Senior Nutrition	630,460	-	630,460	205,514	32%
<b>TOTAL COMMUNITY SERVICES</b>	<b>\$9,702,390</b>	<b>\$-</b>	<b>\$9,702,390</b>	<b>\$3,633,026</b>	<b>47%</b>

DEVELOPMENT SERVICES	FY2023/24 ADOPTED BUDGET	BUDGET ADJUSTMENTS	FY2023/24 AMENDED BUDGET	ACTUAL RESULTS DECEMBER 2023	% Of Budget
Planning	\$2,391,860	\$ -	\$2,391,860	\$891,139	37%
Building	1,688,550	-	1,688,550	534,661	32%
Engineering	3,251,450	-	3,251,450	1,359,971	42%
Code Compliance	1,011,200	-	1,011,200	384,513	38%
<b>TOTAL DEVELOPMENT SERVICES</b>	<b>\$8,343,060</b>	<b>\$-</b>	<b>\$8,343,060</b>	<b>\$3,633,026</b>	<b>47%</b>

	FY2023/24 ADOPTED BUDGET	BUDGET ADJUSTMENTS	FY2023/24 AMENDED BUDGET	ACTUAL RESULTS DECEMBER 2023	% Of Budget
<b>PUBLIC WORKS</b>					
Street Maintenance	\$8,177,050	\$375,820	\$8,552,870	\$4,635,264	54%
Park Maintenance	4,221,420	111,770	4,333,190	2,161,637	50%
Radio Communications	-	-	-	(339,387)	0%
<b>TOTAL DEVELOPMENT SERVICES</b>	<b>\$12,398,470</b>	<b>\$487,580</b> <i>*Carryovers from FY2022/23</i>	<b>\$12,886,060</b>	<b>\$6,457,513</b>	<b>50%</b>

	FY2023/24 ADOPTED BUDGET	BUDGET ADJUSTMENTS	FY2023/24 AMENDED BUDGET	ACTUAL RESULTS DECEMBER 2023	% Of Budget
<b>POLICE DEPARTMENT</b>					
Police Department	\$54,209,820	\$-	\$54,209,820	\$26,358,867	48%

	FY2023/24 ADOPTED BUDGET	BUDGET ADJUSTMENTS	FY2023/24 AMENDED BUDGET	ACTUAL RESULTS DECEMBER 2023	% Of Budget
<b>FIRE DEPARTMENT</b>					
Fire Department	\$33,599,220	\$-	\$33,599,220	\$16,684,844	49%

	FY2023/24 ADOPTED BUDGET	BUDGET ADJUSTMENTS	FY2023/24 AMENDED BUDGET	ACTUAL RESULTS DECEMBER 2023	% Of Budget
<b>CENTER FOR THE ARTS</b>					
California Center for the Arts	\$3,247,370	\$-	\$3,247,370	\$1,615,429	50%



## **GENERAL FUND RESERVES**

In December 2015, City Council adopted a Fund Balance Policy and established a General Fund target Reserve balance of 25% of General Fund operating revenues in order to maintain adequate levels of fund balance. This goal is based on a risk-based analysis to mitigate current and future risks, adequately provide for cash flow requirements, and to fund one-time unanticipated expenditure requirements.

Total General Fund budgeted operating revenue in FY2023/24 is \$127,403,060 and 25% of this amount is \$29,982,308. The current General Fund Reserve balance is \$17,392,319, or 14% of budgeted operating revenue, which is below the identified acceptable risk-based analysis adopted by City Council and general government practices.

### **Section 115 Irrevocable Pension Trust Fund**

In February 2018, City Council authorized the establishment of a Section 115 Irrevocable Pension Trust Fund. The Trust Fund is used to set aside and hold money to meet future pension liabilities and can be used to provide economic relief during recessionary cycles and/or rate increases that are significantly above anticipated projected employee rate increases. Funds placed in this Trust can also be used to offset the City's "normal" CalPERS costs, such that if funds are necessary for other purposes, a certain amount of flexibility is present. Another benefit is that funds held in the Trust can be invested in the same manner as funds in a typical pension fund rather than as part of the City's General Fund, which means a potentially higher rate of return.

When the Pension Trust Fund was established, a funding policy for contributions to the Fund was recommended and included the four years of annual Successor Agency Redevelopment Loan Repayments of \$14 million that began in FY2018/19, future proceeds from the sale of City Property belonging to the General Fund, and a portion of General Fund surplus at the end of each fiscal year, if one exists.

On December 31, 2023, the Section 115 Pension Trust Fund had a balance of \$33,353,260 which included City contributions of \$31,257,650 plus investment earnings net of expenses of \$2,095,610. The Trust Fund has a 3-year rate of return of 0.49%, a 1-year rate of return of 10.46%, and a 3-month rate of return of 8.16%.

The following table provides a summary of the activity since the establishment of the Trust Fund.

<b><i>Section 115 Pension Trust Fund</i></b>	
<i>Initial Deposit – General Fund</i>	\$1,984,000
<i>General Fund Operating Results (5 years)</i>	20,705,235
<i>Successor Agency Advance Repayments</i>	8,568,415
<i>Investment Earnings, net of expenses</i>	2,095,610
<b><i>Balance as of December 31, 2023</i></b>	<b>\$33,353,260</b>

## **FOR MORE INFORMATION**

This summary report is based on detailed information generated by the City's Finance department. If you have any questions or would like additional information on this report, please contact the Finance department at (760) 839-4676 or visit [www.escondido.org](http://www.escondido.org).



# BUDGET ADJUSTMENT REQUEST

Department:	Finance	<b><u>For Finance Use Only</u></b>  BA # _____ Fiscal Year _____
Department Contact:	Christina Holmes	
City Council Meeting Date: (attach staff report)	March 20, 2024	

## EXPLANATION OF REQUEST

Second Quarter Budget Adjustment to amend the FY2023/24 operating and capital budgets.

## BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
General Fund – Allocations In	5901-001	4,627,960	
American Rescue Plan Act Lost Revenue – Allocations Out	5901-470	4,627,960	
General Fund – Transfers In	4999-001		290,900
Services CFD – Transfers Out	5999-296		290,900
Water Utility – Allocation In	5901-555-410		1,455,000
Wastewater Utility – Allocation In	5901-558-420		45,000
General Fund – Allocations Out	5902-001-500		870,000
General Fund – Allocations Out	5901-001-600		630,000
Fire Department – Fire Shelters	5105-001-600	50,000	
Fire Department – Overtime	5020-001-600	166,000	
Fire Department – Fuel	5111-001-600	100	
Fire Department – Automotive	5118-001-600	650	
Fire Department – Travel	5160-001-600	1,000	
Paramedic Equipment Replacement Fund	199106-229	50,000	

Attachment "2"

Item9.

City Council - Professional Services	5131-001-001	90,000	
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APPROVALS

<div><div>DocuSigned by:</div><div><i>Christina Holmes</i></div><div>C0C8E98A934247C...</div></div>		3/11/2024	<div><div>DocuSigned by:</div><div><i>Christina Holmes</i></div><div>C0C8E98A934247C...</div></div>		3/11/2024
DEPARTMENT HEAD		DATE	FINANCE		DATE



# STAFF REPORT

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March 20, 2024  
File Number 0120-15

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## SUBJECT

### BOARD AND COMMISSION INTERVIEWS

## DEPARTMENT

City Clerk's Office

## RECOMMENDATION

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

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

Presenter: Zack Beck, City Clerk

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

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

## BACKGROUND

Terms for certain members serving on the Library Board of Trustees, Planning Commission, Public Art Commission and Transportation and Community Safety Commission are set to expire on March 31, 2024. The City Council will interview candidates on March 6, 2024 and March 20, 2024 (Attachment "1"). The Mayor's appointments will be ratified by the City Council in April 2024.

## ATTACHMENTS

- a. Attachment "1" – Candidate Applications

**Name** Dustin Steeve

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** No

**Do you live in the General Plan Area?** Yes

**Home Phone** [REDACTED]

**Email Address** [REDACTED]

**Length of time you lived in the area** 22 years

**Employer** Self-Employed

**Occupation** Business Owner / Executive

**Business Address** 2355 Main Street, Irvine 92014

**Business Phone** 8007571550

**Board of Commission for which you are applying?** Planning Commission

**If you have filed additional applications for other boards or commissions, please list them in order of preference** N/A

**If you are an incumbent, how long have you served in your current position** N/A

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido**  
No

**If so what capacity?** N/A

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** No

**If so, list name and relationship?** N/A

**Personal References (Name/Address/Business Address/Occupation)** Todd Hoyt - Former business owner (North County Camera, ChristianAudio.com) Jason Mancino - Vice Principal, Escondido Charter High School Bill Bradford - Senior Advisor, Sutton Capital Partners, former SVP of Digital Media, FOX Broadcasting Company Blake Lawson - Director Retail Store Product Strategy at SAP Angela Cook - Sr. Escrow Officer, Principle at Lighthouse Escrow, Inc.

**Community Involvement: List present membership in any community service or civic organizations, if any?** Board member and Secretary - Hildegard College, Costa Mesa CA Founder and President - Lighthouse Escrow Charitable Former board member - Seneca Family of Agencies in Orange County Former marketing advisory member - Pretend City Children's Museum, Irvine CA Former volunteer sound technician - Resurrection OC, Ladera Ranch, CA Former volunteer sound technician - Emmanuel Faith Community Church, Escondido CA

**Name** Judith A Fitzgerald

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** Yes

**Do you live in the General Plan Area?** No

**Home Phone** 7608074566

**Email Address** [REDACTED]

**Length of time you lived in the area** 37 years

**Employer** Henson's Fix Auto

**Occupation** Marketing & P.R. Specialist

**Business Address** [REDACTED]

**Business Phone** 7607435363

**Board of Commission for which you are applying?** Planning Commission

**If you have filed additional applications for other boards or commissions, please list them in order of preference** N/A

**If you are an incumbent, how long have you served in your current position** Approximately 9 months

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido**  
No

**If so what capacity?** N/A

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** No

**If so, list name and relationship?** N/A

**Personal References (Name/Address/Business Address/Occupation)** Kirk Henson Henson's Fix Auto

[REDACTED] Deanna Smith Deanna's Gluten Fre [REDACTED]

**Community Involvement: List present membership in any community service or civic organizations, if any?** Escondido Chamber of Commerce, Board Member Escondido Sunrise Rotary, Member Rotary District 5340, Human Trafficking Chair LAPA, Member

**Name** Marc Correll

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** Escondido

**Do you live in the General Plan Area?** yes

**Home Phone** [REDACTED]

**Email Address** [REDACTED]

**Length of time you lived in the area** 14 years

**Employer** Sundancer Pools

**Occupation** Project manager

**Business Address** 1048 Metcalf St Escondido 92026

**Business Phone** [REDACTED]

**Board of Commission for which you are applying?** Planning Commission

**If you have filed additional applications for other boards or commissions, please list them in order of preference** I'm on the HPC, vice chair

**If you are an incumbent, how long have you served in your current position** 9

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido**  
yes

**If so what capacity?** HPC

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** no

**If so, list name and relationship?** none

**Personal References (Name/Address/Business Address/Occupation)** Robby Williams, [REDACTED]

[REDACTED] Battalion Chief, Encinitas Fire. [REDACTED] Troy Watson, New Mexico, Doctor. [REDACTED]

**Community Involvement: List present membership in any community service or civic organizations, if any?** Assistant coach, Classical Academy High School Baseball and Football. Pastor, The Movement Church

**Name** Katharine W Barba

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** yes

**Do you live in the General Plan Area?** yes

**Home Phone** [REDACTED]

**Email Address** [REDACTED]

**Length of time you lived in the area** 9 years

**Employer** n/a

**Occupation** Volunteer

**Business Address** [REDACTED]

**Business Phone** [REDACTED]

**Board of Commission for which you are applying?** Planning Commission

**If you have filed additional applications for other boards or commissions, please list them in order of preference** n/a

**If you are an incumbent, how long have you served in your current position** 4 years

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido**  
yes

**If so what capacity?** Planning Commissioner

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** no

**If so, list name and relationship?** n/a

**Personal References (Name/Address/Business Address/Occupation)** Laura Hillebrecht Owner/Operator  
Farm Stand West [REDACTED] Mark Merrifield Faculty Director,  
Center for Climate Change Impacts and Adaptation UCSD Scripps Institute of Oceanography La Jolla, CA  
[REDACTED]

**Community Involvement: List present membership in any community service or civic organizations, if any?** Citizen Advisory Group for Update to Escondido's Climate Action Plan: 2019 - 2021 Elizabeth Hospice: Volunteer for palliative and patient care Escondido Housing Coalition Escondido Neighbors United Escondido Creek Conservancy Healthy Escondido Coalition Love Esco San Diego Peace Corps Association



**Name** Jimmie Spann

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** Yes

**Do you live in the General Plan Area?** Yes

**Home Phone** [REDACTED]

**Email Address** [REDACTED]

**Length of time you lived in the area** 46 Years

**Employer** Self Employed

**Occupation** Interior Design - Carpets and Drapes

**Business Address** 213 E. Grand Ave #205

**Business Phone** 760-741-4047

**Board of Commission for which you are applying?** Planning Commission

**If you have filed additional applications for other boards or commissions, please list them in order of preference** N/A

**If you are an incumbent, how long have you served in your current position** N/A

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido**  
Yes

**If so what capacity?** Historic Preservation Commission and Planning Commission

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** Yes

**If so, list name and relationship?** [REDACTED]

**Personal References (Name/Address/Business Address/Occupation)** Dave Cramer [REDACTED]

[REDACTED] Escondido Police Department; Rich Bell [REDACTED]

[REDACTED] Financial Advisor; Lidy Connolly [REDACTED] John Paul the Great University [REDACTED]

[REDACTED] Administrator/CEO

**Community Involvement: List present membership in any community service or civic organizations, if any?** Board Member for Historic District Past Board member of Downtown Business Association 90's

**Name** Stan Weiler

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** No

**Do you live in the General Plan Area?** Yes

**Home Phone** [REDACTED]

**Email Address** [REDACTED]

**Length of time you lived in the area** 52 years

**Employer** HWL

**Occupation** Land Use Planning

**Business Address** 2888 Loker Avenue East, Ste. 217, Carlsbad, CA 92010

**Business Phone** 760.929.2288

**Board of Commission for which you are applying?** Planning Commission

**If you have filed additional applications for other boards or commissions, please list them in order of preference** No other Boards or Commissions

**If you are an incumbent, how long have you served in your current position** 8 years on Planning Commission

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido**  
No

**If so what capacity?** N/A

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** No

**If so, list name and relationship?** N/A

**Personal References (Name/Address/Business Address/Occupation)** Sam Abed - [REDACTED]  
[REDACTED] - President - Pacific West Consulting - Former Escondido Mayor John  
Conley - [REDACTED] - City Manager - City of Vista David Ferguson - [REDACTED]  
[REDACTED] - Partner at Lounsbery Ferguson Altona & Peak -  
Attorney

**Community Involvement: List present membership in any community service or civic organizations, if any?** Currently - Planning Commission Formerly - Board Member at Greater Escondido Chamber of Commerce, Chair of Government Affairs Committee

**Name** Abraham King

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** Yes

**Do you live in the General Plan Area?** Yes

**Home Phone** [REDACTED]

**Email Address** [REDACTED]

**Length of time you lived in the area** 20 years

**Employer** MSC Direct

**Occupation** Metalworking Specialist

**Business Address** [REDACTED]

**Business Phone** 442-257-9350

**Board of Commission for which you are applying?** Planning Commission

**If you have filed additional applications for other boards or commissions, please list them in order of preference** N/A

**If you are an incumbent, how long have you served in your current position** N/A

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido**  
NO

**If so what capacity?** N/A

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** NO

**If so, list name and relationship?** N/A

**Personal References (Name/Address/Business Address/Occupation)** Gregg Butsko / [REDACTED]

[REDACTED] / Vice President Distribution Services - NV5 Amberlee Robbins / [REDACTED]

[REDACTED] / Escondido Youth Baseball - President Gary Knight / [REDACTED]

/ Director San Diego Futures Foundation - Retired

**Community Involvement: List present membership in any community service or civic organizations, if any?** Escondido Youth Baseball Board - City Liaison Escondido Youth Baseball - Coach Escondido

Marketplace (Founder) - Nextdoor Community (2000+ members) Friday Night Lights Youth Football -

Coach Pack 640 Cub Scouts - BSA Den Leader / Treasurer Escondido Soccer Club - Coach Clark County

Nevada - Volunteer Firefighter

**Name** Marion Hanlon

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** no

**Do you live in the General Plan Area?** yes

**Home Phone** [REDACTED]

**Email Address** [REDACTED]

**Length of time you lived in the area** 30+ years

**Employer** Self

**Occupation** Realtor

**Business Address** [REDACTED]

**Business Phone** [REDACTED]

**Board of Commission for which you are applying?** Planning Commission

**If you have filed additional applications for other boards or commissions, please list them in order of preference** none

**If you are an incumbent, how long have you served in your current position** no

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido** yes

**If so what capacity?** Historic Preservation Commission

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** no

**If so, list name and relationship?** None

**Personal References (Name/Address/Business Address/Occupation)** Carolyn Royer, President Escondido Education Foundation [REDACTED] John Filbig, Cyber Security Specialist [REDACTED] Jim Spann, Historic Preservation Commission Chair [REDACTED]

**Community Involvement: List present membership in any community service or civic organizations, if any?** Escondido Education Foundation Board of Directors Historic Preservation Commissioner

**Name** Rick Paul

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** Yes

**Do you live in the General Plan Area?** Yes

**Home Phone** [REDACTED]

**Email Address** [REDACTED]

**Length of time you lived in the area** 35 Years

**Employer** N/A

**Occupation** retired

**Business Address** N/A

**Business Phone** N/A

**Board of Commission for which you are applying?** Planning

**If you have filed additional applications for other boards or commissions, please list them in order of preference** N/A

**If you are an incumbent, how long have you served in your current position** This is my 4th year. I am currently the Chair. I served for one 2 year term in the 1990's.

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido** Planning Commission.

**If so what capacity?** Commission Member and Chair.

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** No.

**If so, list name and relationship?** N/A

**Personal References (Name/Address/Business Address/Occupation)** Helen Seltmann, [REDACTED]

[REDACTED] Retired Herb Pilz, [REDACTED] Retired Michael Whalen, [REDACTED] Retired

**Community Involvement: List present membership in any community service or civic organizations, if any?** I have an extensive list of community involvement. These are only current: Board Member Alabaster Jar Project Board Member El Caballo Park Conservancy. Member Clean Energy Alliance Community Advisory Committee. Vita Volunteer Tax Preparer. I served on the 2012 General Plan update Committee. I am perhaps one of the 10 most knowledgeable individuals regarding the Escondido General Plan.

**Name** Joseph E Devereaux

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** Yes

**Do you live in the General Plan Area?** Yes

**Home Phone** [REDACTED]

**Email Address** [REDACTED]

**Length of time you lived in the area** 4 years

**Employer** Maury Heating, Cooling, and Plumbing

**Occupation** Plumbing Manager

**Business Address** 3282 Grey Hawk Ct.

**Business Phone** 760-295-5014

**Board of Commission for which you are applying?** Planning

**If you have filed additional applications for other boards or commissions, please list them in order of preference** N/A

**If you are an incumbent, how long have you served in your current position** N/A

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido**  
No

**If so what capacity?** N/A

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** No

**If so, list name and relationship?** N/A

**Personal References (Name/Address/Business Address/Occupation)** Anyone currently working at  
Mauzy [REDACTED]

**Community Involvement: List present membership in any community service or civic organizations, if any?** N/A

**Name** Lilian Arjona Garzon

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** yes

**Do you live in the General Plan Area?** yes

**Home Phone** [REDACTED]

**Email Address** [REDACTED]

**Length of time you lived in the area** 22 years

**Employer** Emmanuel Faith church

**Occupation** community engagement director

**Business Address** 639 E 17th ave, Escondido CA 92025

**Business Phone** 7607812122

**Board of Commission for which you are applying?** planning

**If you have filed additional applications for other boards or commissions, please list them in order of preference** no

**If you are an incumbent, how long have you served in your current position** no

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido** no

**If so what capacity?** na

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** no

**If so, list name and relationship?** na

**Personal References (Name/Address/Business Address/Occupation)** George Weir, [REDACTED]  
business owner, [REDACTED] Steve Nelson, [REDACTED], lawyer,  
[REDACTED]

**Community Involvement: List present membership in any community service or civic organizations, if any?** I oversee Love Esco, a local non profit seeking to spread love and kindness throughout Escondido through community service projects, small business support and random acts of kindness. In the last three years we have mobilized over 2,000 volunteers, have completed over 50 projects with 10,000 hours served alongside 40 community partners.

**Name** Michael W Delaney

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** Yes

**Do you live in the General Plan Area?** Yes

**Home Phone** [REDACTED]

**Email Address** [REDACTED]

**Length of time you lived in the area** 9 years

**Employer** BevMo!

**Occupation** Clerk

**Business Address** 11475 Carmel Mountain Rd

**Business Phone** (858) 673-3892

**Board of Commission for which you are applying?** Planning Commission

**If you have filed additional applications for other boards or commissions, please list them in order of preference** N/A

**If you are an incumbent, how long have you served in your current position** N/A

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido**  
Yes

**If so what capacity?** Historic Preservation, Building and Advisory Appeals

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** No

**If so, list name and relationship?** N/A

**Personal References (Name/Address/Business Address/Occupation)** Roarke Shanley (political consultant) - [REDACTED] Herbert Kahl (manager @ BevMo) - [REDACTED]

[REDACTED] Michael Delaney Sr., M.D. (father) - [REDACTED]

**Community Involvement: List present membership in any community service or civic organizations, if any?** Building and Advisory Appeals Board, Andrew Hayes for State Assembly Campaign



**Name** Roberto Garcia

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** Yes

**Do you live in the General Plan Area?** Yes

**Home Phone** [REDACTED]

**Email Address** [REDACTED]

**Length of time you lived in the area** 2 years

**Employer** Wermers

**Occupation** Construction

**Business Address** 5120 Shoreham Place #150

**Business Phone** 8586234941

**Board of Commission for which you are applying?** San Diego County Water Authority

**If you have filed additional applications for other boards or commissions, please list them in order of preference** No

**If you are an incumbent, how long have you served in your current position** n/a

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido**  
no

**If so what capacity?** n/a

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** n/a

**If so, list name and relationship?** n/a

**Personal References (Name/Address/Business Address/Occupation)** Blanca Romero

**Community Involvement: List present membership in any community service or civic organizations, if any?** Community HousingWorks

**Name** George Majeed Khoury

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** YES

**Do you live in the General Plan Area?** YES

**Home Phone** [REDACTED]

**Email Address** [REDACTED]

**Length of time you lived in the area** Since Oct 2015

**Employer** None

**Occupation** Retired

**Business Address** [REDACTED]

**Business Phone** 7609753680

**Board of Commission for which you are applying?** Planning Commission

**If you have filed additional applications for other boards or commissions, please list them in order of preference** Transportation and Community Safety Commission

**If you are an incumbent, how long have you served in your current position** 2 YEARS

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido**  
YES

**If so what capacity?** COMMISSIONER/BOARD MEMBER

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** NO

**If so, list name and relationship?** N/A

**Personal References (Name/Address/Business Address/Occupation)** MR. SAM ABED/ [REDACTED]  
[REDACTED]/BRUSH & ASSOCIATES, [REDACTED]/REAL  
ESTATE MS. SANDY EICHEN/ [REDACTED]/KELLER WILLIAMS.  
ESCONDIDO/ REAL ESTATE DR. NADER KHURI/ [REDACTED]/RETIRED

**Community Involvement: List present membership in any community service or civic organizations, if any?** EX-BOARD MEMBER OF RANCHO BERNARDO PLANNING GROUP, CITY OF SAN DIEGO (2002-2006)  
EX-BOARD MEMBER OF BERNARDO SANTA FE HOA, ESCONDIDO 92029 (2017-2021) MEMBER CITY OF  
ESCONDIDO BUILDING AND APPEALS ADVISORY BOARD (2022-PRESENT) COMMISSIONER, CITY OF  
ESCONDIDO TRANSPORTATION AND COMMUNITY SAFETY COMMISSION (2022-PRESENT)  
COMMISSIONER, LEON WILLIAMS COUNTY OF SAN DIEGO HUMAN RELATIONS COMMISSION (2020-  
PRESENT) BOARD OF DIRECTORS MEMBER, ACLU SAN DIEGO AND IMPERIAL COUNTY BOARD OF  
DIRECTORS

**Name** Scott McColl AIA

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** Yes

**Do you live in the General Plan Area?** Yes

**Home Phone** [REDACTED]

**Email Address** [REDACTED]

**Length of time you lived in the area** 3 years

**Employer** MC Consultants

**Occupation** Consulting Architect

**Business Address** 2055 Corte Del Nogal Carlsbad CA

**Business Phone** 760-930-9966

**Board of Commission for which you are applying?** Planning Commission

**If you have filed additional applications for other boards or commissions, please list them in order of preference** N/A

**If you are an incumbent, how long have you served in your current position** N/A

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido**  
Yes

**If so what capacity?** Building Advisory

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** No

**If so, list name and relationship?** N/A

**Personal References (Name/Address/Business Address/Occupation)** TBD

**Community Involvement: List present membership in any community service or civic organizations, if any?** American Institute of Architects

**Name** Jonathan Day

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** Yes

**Do you live in the General Plan Area?** Yes

**Home Phone** [REDACTED]

**Email Address** [REDACTED]

**Length of time you lived in the area** 20 years

**Employer** Adamo Security Group

**Occupation** Security Consultant and Business Development

**Business Address** 2580 Fortune Way

**Business Phone** [REDACTED]

**Board of Commission for which you are applying?** Planning Commission

**If you have filed additional applications for other boards or commissions, please list them in order of preference** N/A

**If you are an incumbent, how long have you served in your current position** N/A

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido**  
No

**If so what capacity?** N/A

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** No

**If so, list name and relationship?** N/A

**Personal References (Name/Address/Business Address/Occupation)** 1. Judy Fitzgerald [REDACTED]  
[REDACTED] Business Development Professional, Serving Planning

Commissioner 2. Adam Hammill [REDACTED]

[REDACTED] Business Owner, ALIVE Solar and Roofing 3. Jerry Pizet [REDACTED]

[REDACTED] Entrepreneur and Business Owner, Database

Systems Corp. 4. Larry Ontiveros [REDACTED]

[REDACTED] Sales Representative, Medline Industries

**Community Involvement: List present membership in any community service or civic organizations, if any?** Membership and Visitor Committee, BNI Escondido (2022-Present) Active member, Escondido Chamber of Commerce, San Marcos Chamber of Commerce, Vista Chamber of Commerce (2022-Present) Member, Escondido Downtown Business Association Donor and volunteer for various non-profits, including Love Esco (Escondido), Las Valientes (Vista), The Father's House (San Marcos), Alternatives Medical Clinic (Escondido), Heart of Compassion (Escondido)

**Name** Jeff Jester

**Address** [REDACTED]

**Do you live in the City of Escondido Limits?** Yes

**Do you live in the General Plan Area?** Yes

**Home Phone** [REDACTED]

**Email Address** [REDACTED]

**Length of time you lived in the area** 25 years

**Employer** Self-employed

**Occupation** GC/RE Developer

**Business Address** 1835A S. Centre City Parkway #436

**Business Phone** 7607471207

**Board of Commission for which you are applying?** Planning

**If you have filed additional applications for other boards or commissions, please list them in order of preference** no

**If you are an incumbent, how long have you served in your current position** no

**Have you ever been a member of any City board or Commission, or employed by the City of Escondido**  
no

**If so what capacity?** n/a

**Are any persons now employed by the City of Escondido related to you by blood or by marriage?** no

**If so, list name and relationship?** none

**Personal References (Name/Address/Business Address/Occupation)** Steve Austin / 10602 Esmeralda Dr. San Diego CA / Retired / Port of San Diego, Engineer Ron Hanson / 2001 Felicita Rd. Escondido, CA / Retired / Business Owner Ray Nolan / 2817 E. Paseo Laredo, Anaheim, CA / Nolan Excavating, Business Owner

**Community Involvement: List present membership in any community service or civic organizations, if any?** none

KEY-

CONSENT CALENDAR CURRENT BUSINESS

PUBLIC HEARING WORKSHOP

Item 11.



## CITY of ESCONDIDO

FUTURE AGENDA

3/27/2024

**CONSENT CALENDAR** - (J. SCHOENECK) - OLDER CALIFORNIANS NUTRITION GRANT - It is requested that the City Council adopt resolution No. 2024-29 authorizing the Mayor to execute, on behalf of the City, the agreement with the County of San Diego for the Older Californians Nutrition Program

ESSENTIAL SERVICE: YES - INTERNAL REQUIREMENT

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

4/3/2024