



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 19, 2025

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

5:00 PM - Regular Session

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR

Dane White

DEPUTY MAYOR

Consuelo Martinez (District 1)

COUNCILMEMBERS

Joe Garcia (District 2)

Christian Garcia (District 3)

Judy Fitzgerald (District 4)

CITY MANAGER

Sean McGlynn

CITY ATTORNEY

Michael McGuinness

CITY CLERK

Zack Beck

HOW TO WATCH

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

In Person



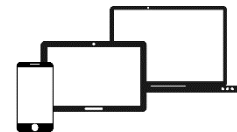
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 19, 2025

HOW TO PARTICIPATE

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

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



escondido-ca.municodemeetings.com

ASSISTANCE PROVIDED

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





CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 19, 2025

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION

- I. **CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)**
 - a. Agency Representative: Sean McGlynn, City Manager, or designee Employee Organization: Police Officers' Association Sworn Personnel Bargaining Unit
 - b. Agency Representative: Sean McGlynn, City Manager, or designee Employee Organization: Firefighters Association Safety and Non-Safety Bargaining Unit

ADJOURNMENT



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 19, 2025

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

CLOSED SESSION REPORT

CERTIFICATES OF RECOGNITION

Dr. Netria D. Carol, Olga Piro, and Christine Hayworth

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

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



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 19, 2025

2. APPROVAL OF WARRANT REGISTER (COUNCIL)

Request the City Council approve the City Council and Housing Successor Agency warrant numbers:

- 391386 – 391524 & 24 EFT Transactions dated February 19, 2025
- 391525 - 391713 & 51 EFT Transactions dated February 26, 2025
- 391714 – 391908 & 51 EFT Transactions dated March 05, 2025

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. APPROVAL OF MINUTES: Special Meeting Minutes of January 29, 2025, Regular Meeting Minutes of February 19, 2025, and February 26, 2025

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. REQUEST FOR AUTHORIZATION TO PROCESS AN APPLICATION FOR ANNEXATION OF TWO PARCELS (PL24-0343)

Request the City Council authorize the intake and processing of an application for annexation of two unincorporated parcels to the City of Escondido to allow for a residential development.

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

Presenter: Robert Barry, Senior Planner

6. PL25-0035 – AUTHORIZATION TO PROCESS AN AMENDMENT TO THE GENERAL PLAN LAND USE AND COMMUNITY FORM CHAPTER TO MODIFY THE PLANNED OFFICE DESIGNATION TO URBAN IV FOR TWO PARCELS IN THE FELICITA CORPORATE OFFICE TARGET AREA

Request the City Council authorize the intake and processing of an amendment to the General Plan Land Use and Community Form Chapter to allow for a modification of the General Plan Land Use designation for two vacant parcels within the Felicita Corporate Office Target Area from Planned Office (PO) to Urban IV (U4), which permits 16.8 to 24 dwelling units per acre (du/ac).

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

Presenter: Robert Barry, Senior Planner



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 19, 2025

7. BUDGET ADJUSTMENT REQUEST

Request the City Council adopt a Budget Adjustment in the amount of \$70,000 to amend the Fiscal Year 2024/25 operating budget.

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

Presenter: Jen Conway, Management Analyst II

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

Request the City Council adopt Resolution No. 2025-14, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The Resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

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

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

a) Resolution No. 2025-14

9. AWARD A CONTRACT TO PURCHASE AND INSTALL THE DIXON LAKE RANGER STATION TRAILER

Request the City Council adopt Resolution No. 2025-20 awarding the purchase and installation contract for the replacement of the Dixon Lake Ranger Station Trailer Project ("Project") to Atlas Performance Industries, Inc. and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$398,648.53.

Staff Recommendation: Approval (Public Works Department and Utilities Department: Joseph Goulart, Director of Public Works and Angela Morrow, Director of Utilities)

Presenter: Ed Vasquez, Project Manager

a) Resolution No. 2025-20



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 19, 2025

CURRENT BUSINESS

10. BOARD AND COMMISSION TERM EXTENSIONS

The City Clerk's Office respectfully requests that the City Council extend the terms of the following Board and Commission members until May 31, 2025:

- Building and Advisory Appeals Board – Michael Delaney
- Library Board of Trustees – Carolyn Clemens, John Schwab
- Public Art Commission – Carol Rogers, Terri Ryan, Juan Vargas
- Transportation and Community Safety Commission – Lori Hatley

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

Presenter: Zack Beck, City Clerk

11. MEASURE I CITIZENS' OVERSIGHT COMMITTEE APPOINTMENTS

Request the City Council appoint the following candidates to the Measure I Citizens' Oversight Committee:

- Business Seat: Carol Rogers
- At-Large Seat: Sabrina Covington
- Alternate Seat: Karl Edward Trujillo

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

Presenter: Zack Beck, City Clerk

FUTURE AGENDA

12. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT

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



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 19, 2025

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, March 26, 2025	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>
Wednesday, April 2, 2025	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>

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 19, 2025

A F F I D A V I T S

O F

I T E M

P O S T I N G – N O N E



STAFF REPORT

March 19, 2025
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER (COUNCIL)

DEPARTMENT

Finance

RECOMMENDATION

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

391386 – 391524 & 24 EFT Transactions dated February 19, 2025

391525 - 391713 & 51 EFT Transactions dated February 26, 2025

391714 – 391908 & 51 EFT Transactions dated March 05, 2025

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 13– February 19, 2025 is \$3,778,613.25

February 20 – February 26, 2025 is \$2,150,207.37

February 27 – March 05, 2025 is \$5,022,858.40



CITY *of* ESCONDIDO

STAFF REPORT

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

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

None

CLOSED SESSION

1. **CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)**

- a. Agency Representative: Sean McGlynn, City Manager, or designee Employee
Organization: Police Officers' Association Sworn Personnel Bargaining Unit
- b. Agency Representative: Sean McGlynn, City Manager, or designee Employee
Organization: Firefighters Association Safety and Non-Safety Bargaining Unit

ADJOURNMENT

Mayor White adjourned the meeting at 4:30 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

ORAL COMMUNICATIONS

None

CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING (COUNCIL/RRB)**
2. **APPROVAL OF MINUTES: Regular Meeting Minutes of January 8, 2025 and January 15, 2025**
3. **WAIVER OF READING OF ORDINANCES AND RESOLUTIONS**
4. **ANNUAL STATE MANDATED INSPECTION COMPLIANCE REPORT**

Request the City Council adopt Resolution No. 2025-01 acknowledging the Fire Department's report of compliance with annual State mandated inspections. The Report indicates the Escondido Fire Department has conducted 100 percent (100%) of Educational Group E occupancies and 100 percent (100%) of Residential Group R occupancies as required by state law. (File Number 0320-10)

Staff Recommendation: Approval (Fire Department: John Tenger, Fire Chief)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Presenter: LaVona Koretke, Deputy Fire Marshal

a) Resolution No. 2025-01

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

Request the City Council adopt Resolution No. 2025-06, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The Resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property. (File Number 1330-85)

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

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

a) Resolution No. 2025-06

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.)

6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ESTABLISHING SHORT-TERM RENTAL REGULATIONS AND TRANSIENT OCCUPANCY TAX PROVISIONS FOR THE COLLECTION OF SHORT-TERM RENTAL REVENUE

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

a) Ordinance No. 2024-07R (Second Reading and Adoption)

WORKSHOP

7. CITYWIDE ENERGY ROADMAP – CLIMATEC INFORMATIONAL ITEM

Request the City Council receive a presentation on the Citywide Energy Roadmap. (File Number 0150-55)

Staff Recommendation: None (Development Services Department: Christopher McKinney, Deputy City Manager)

Presenters: Christopher W. McKinney, Deputy City Manager; Ashley Lough & Tyler Girtman, Climatec Energy Services



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

No Council action on this item

8. **GENERAL PLAN WORKSHOP**

Request the City Council receive a presentation on the General Plan. (File Number 0830-07)

Staff Recommendation: None (Development Services Department: Christopher McKinney, Deputy City Manager)

Presenter: Veronica Morones, City Planner

No Council action on this item

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.gov.

ORAL COMMUNICATIONS

None

ADJOURNMENT

Mayor White adjourned the meeting at 6:32 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

None

CLOSED SESSION

I. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Government Code § 54956.9(d)(1))

- a. *Julio Lopez v. City of Escondido; AdminSure, Inc.*
Workers Compensation Appeals Board Case No. ADJ11392033

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

- a. Agency Representative: Sean McGlynn, City Manager, or designee Employee
Organization: Police Officers' Association Sworn Personnel Bargaining Unit
- b. Agency Representative: Sean McGlynn, City Manager, or designee Employee
Organization: Firefighters Association Safety and Non-Safety Bargaining Unit

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

- a. Property: 239 S Kalmia St. Escondido CA, 92025
Agency Negotiator: Sean McGlynn, City Manager, or designees
Negotiating Party: Library Systems and Services (LS&S)
Under Negotiation: Terms of Management Agreement
- b. Property: 340 N. Escondido Blvd., Escondido (California Center for the Arts, Escondido)
Agency Negotiator: Sean McGlynn, City Manager, or designees
Negotiating Party: California Center for the Arts, Escondido, Foundation
Under Negotiation: Terms of Lease or Management Agreement



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

- c. Property: APN 2710301200 (Kit Carson Park)
Agency Negotiators: Sean McGlynn, City Manager, or designees
Negotiating Parties: The Rinks Foundation
Under Negotiation: Price and Terms of Potential Ground Lease

ADJOURNMENT

Mayor White adjourned the meeting at 4:40 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

CONSENT CALENDAR

Motion: White; Second: J. 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:

- 390308 – 390571 dated January 16, 2025
- 390572-360696 & 5 EFT Transactions dated January 23, 2025
- 390697-390940 & 0 EFT Transactions dated January 28, 2025

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

3. **APPROVAL OF MINUTES: None**



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

5. **TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2024**

Request the City Council approve the Quarterly Investment Report for the quarter ended December 31, 2024. (File Number 0490-55)

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

Presenter: Douglas Shultz, City Treasurer

6. **CONSULTING AGREEMENT FOR THE URBAN FORESTRY MANAGEMENT PLAN**

Request the City Council adopt Resolution No. 2025-05 awarding a consulting agreement to Dudek, Inc. in the amount of \$344,000. The consulting agreement would support the implementation of the U.S. Department of Agriculture's ("USDA") Urban and Community Forestry Program Subaward ("Grant") through the development of an Urban Forestry Management Plan ("UFMP"). (File Number 0600-10; A-3541)

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

Presenter: Veronica Morones, City Planner

a) Resolution No. 2025-05

7. **EXTENSION OF THE OPERATION AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF ESCONDIDO AND THE CALIFORNIA CENTER FOR THE ARTS, ESCONDIDO FOUNDATION THROUGH THE END OF FISCAL YEAR 2027**

Request the City Council adopt Resolution No. 2025-12 authorizing the Mayor to execute the proposed amendment to the Operations and Management Agreement between the City of Escondido and the California Center for the Arts, Escondido Foundation extending the agreement until June 30, 2027, i.e. the end of Fiscal Year 2027. (File Number 0600-10; A-3508-1)

Staff Recommendation: Approval (City Manager's Office: Christopher W. McKinney, Deputy City Manager)

Presenter: Christopher W. McKinney, Deputy City Manager

a) Resolution No. 2025-12

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

Request the City Council adopt Resolution No. 2025-08, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

to continue the emergency repair of the Escondido Trunk Sewer Main. The Resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property. (File Number 1330-85)

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

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

a) Resolution No. 2025-08

9. FISCAL YEAR 2024/25 PAUL COVERDELL FORENSIC IMPROVEMENT PROGRAM GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2025-10 authorizing the Chief of Police or his designee to accept a Fiscal Year 2024-25 California Office of Emergency Services ("CALOES") Paul Coverdell Forensic Science Improvement Program Grant in the amount of \$55,515 to cover costs of equipment to improve the quality and timeliness of forensic science services and costs associated with maintaining accreditation for the Police Department Crime Lab and; execute all documents necessary for the management and completion of the grant scope; and authorize the necessary budget adjustment needed to spend grant funds. (File Number 0480-70)

Staff Recommendation: Approval (Police Department: Kevin Toth, Interim Chief of Police)

Presenters: Kevin Toth, Interim Chief of Police and Lisa Rodelo, Assistant Director of Police Support Services

a) Resolution No. 2025-10

10. PERATON - COMPUTER AIDED DISPATCH (CAD) MASTER MAINTENANCE AGREEMENT

Request the City Council adopt Resolution No. 2025-09 authorizing the Mayor to execute a Maintenance Agreement with Peraton, Inc. for the Police Department's existing Computer Aided Dispatch ("CAD") System in the amount of \$232,757 for the period of January 1, 2025 through December 31, 2025. (File Number 0600-10; A-3542)

Staff Recommendation: Approval (Police Department: Kevin Toth, Interim Chief of Police)

Presenters: Kevin Toth, Interim Chief of Police and Lisa Rodelo, Assistant Director - Police Support Services

a) Resolution No. 2025-09

11. FISCAL YEAR 2024/25 MID-YEAR FINANCIAL STATUS REPORT AND BUDGET ADJUSTMENT REQUEST



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Request the City Council receive and file the financial report for Fiscal Year 2023/24, the second quarter financial report for Fiscal Year 2024/25; and adopt Budget Adjustments to amend the Fiscal Year 2024/25 operating budget. (File Number 0430-80)

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

Presenter: Christina Holmes, Director of Finance

PUBLIC HEARINGS

12. INTERFAITH COMMUNITY SERVICES CONDITIONAL USE PERMIT MODIFICATION – PL24-0335

Request the City Council adopt Resolution No. 2025-11, modifying a previously approved Conditional Use Permit (“CUP”) (PL24-0357) to modify existing social service operations. The modification would entail conversion of an existing 49-bed emergency shelter operation to withdrawal management services within an existing social services center. The withdrawal management services would be located in the same space previously used as an emergency shelter, with no change in total capacity on site. The Subject Site is located within the Light Industrial zoning designation (M-1) under the General Plan land use designation of “Light Industrial” (LI). (File Number 0800-40)

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

Presenter: Alex Rangel, Assistant Planner II

a) Resolution No. 2025-11

Motion to table the item to a later date: Fitzgerald; Second: J. Garcia; Failed: 2-3 (White, Martinez, C. Garcia – No)

Motion to approve Resolution 2025-11 with no modification to E-5. Conditions: Reporting number of individuals who came in from Escondido; City of origin, if not from Escondido; Number of people who did and did not complete program, where were they released to: White; Second: Martinez; Approved: 3-2 (J. Garcia, Fitzgerald - No)

13. 2024 OMNIBUS ZONING CODE UPDATE- PL24-0258

Request the City Council adopt Ordinance No. 2025-01 approving amendments to various articles in the Escondido Zoning Code and one amendment to the Escondido Subdivision Ordinance to address changes in state laws, correct errors, and clarify or improve existing regulations. (File Number 0800-40)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

Presenter: Pricila Roldan, Associate Planner

a) Ordinance No. 2025-01 (First Reading and Introduction)

Item moved to a later date

CURRENT BUSINESS

14. ANNUAL UPDATE ON MOBILEHOME PARK RENT CONTROL REPORTING

Request the City Council receive and file the Annual Update on Mobilehome Park Rent Control Reporting. (File Number 0697-20)

Staff Recommendation: Receive and File (Development Services Department: Danielle Lopez, Housing and Neighborhood Services Manager)

Presenters: Carlos Cervantes, Management Analyst; Danielle Lopez, Housing and Neighborhood Services Manager

No action on this item

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)

J. Garcia / White – Consideration of Friendship City

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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



CITY *of* ESCONDIDO

COUNCIL MEETING MINUTES

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor White adjourned the meeting at 7:37 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

None

CLOSED SESSION

- I. **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Government Code sec. 54956.9(d)(1))**
 - a. *Cal. Public, Professional & Medical Employees, Teamsters Local 911 v. City of Escondido*
Public Employment Relations Board Case No. CA-CE-1675-M
- II. **CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)**
 - a. Agency Representative: Sean McGlynn, City Manager, or designee Employee
Organization: Police Officers' Association Sworn Personnel Bargaining Unit
 - b. Agency Representative: Sean McGlynn, City Manager, or designee Employee
Organization: Firefighters Association Safety and Non-Safety Bargaining Unit

ADJOURNMENT

Mayor White adjourned the meeting at 4:40 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

None

CONSENT CALENDAR

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

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

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

Request the City Council approve the City Council and Housing Successor Agency warrant numbers:

- 390941 – 391168 & 8 EFT Transactions dated February 05, 2025
- 391169 - 391385 & 34 EFT Transactions dated February 12, 2025

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. **APPROVAL OF MINUTES: None**

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CURRENT BUSINESS

5. CONSIDERATION OF ENTERING A FRIENDSHIP CITY RELATIONSHIP WITH MUNICIPIO DE SAN JACINTO AMILPAS, OAXACA, MEXICO, MUNICIPIO DE ZIMALTAN DE ÁLVAREZ, OAXACA, MEXICO AND ALCADIA DE ALVARO OBREGON, CIUDAD DE MEXICO AND ALLOCATION OF RESOURCES REQUIRED TO ESTABLISH THE PARTNERSHIP

Request the City Council consider and authorize the Mayor to execute a Friendship City Memorandum of Understanding (MOU) with Municipio De San Jacinto Amilpas, Oaxaca, Mexico and Municipio De Zimaltan De Álvarez, Oaxaca, Mexico, and Alcadia de Alvaro Obregon, Ciudad de Mexico and allocate the resources required to establish the partnership. (File Number 0680-20)

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

Presenters: Mayor Dane White and Councilmember Joe Garcia

Motion to approve the Memorandums of Understanding: J. Garcia; Second: White; Approved: 5-0

FUTURE AGENDA

6. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT

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

ORAL COMMUNICATIONS

None

ADJOURNMENT



CITY *of* ESCONDIDO

COUNCIL MEETING MINUTES

Mayor White adjourned the meeting at 5:45 p.m.

MAYOR

CITY CLERK



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

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

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

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

RECOMMENDATION

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

Respectfully Submitted,

Zack Beck
City Clerk



STAFF REPORT

March 19, 2025
File Number 0850-20

SUBJECT

REQUEST FOR AUTHORIZATION TO PROCESS AN APPLICATION FOR ANNEXATION OF TWO PARCELS (PL24-0343)

DEPARTMENT

Development Services, Planning Division

RECOMMENDATION

Request the City Council authorize the intake and processing of an application for annexation of two unincorporated parcels to the City of Escondido to allow for a residential development.

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

Presenter: Robert Barry, Senior Planner

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

COUNCIL PRIORITY – Encourage Housing Development

FISCAL ANALYSIS

For the purposes of this agenda item, the City Council will only be providing direction to staff on the processing of an application involving annexation for an unincorporated proposal area (Attachment “1”). City Council authorization to process the application for an annexation would have no direct fiscal impacts. The privately-initiated application would be processed using existing staff resources with costs to be paid by the project proponent, applicant(s), and/or the future developer of the project site.

PREVIOUS ACTIONS

In 2007, the City Council approved entitlements for the project site (Assessor’s Parcel Nos: 238-282-06 and -13) consisting of an 8-lot residential subdivision (TR960), pre-zoning of Residential Estate-20 (PZ-RE-20), annexation of the site (2007-01-AN), and adopted a Mitigated Negative Declaration (MND; ER2007-06); however, an annexation application was never submitted to the Local Agency Formation Commission (LAFCO) and eventually the City’s approvals expired in 2017.



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

Under current General Plan annexation policy, and in accordance with section 33-1261 of the Escondido Zoning Code, a property owner may petition for annexation by filing a formal request with the Planning Division and the planning staff schedules a review of the request at a City Council meeting. The City Council considers the request and determines whether to allow application in-take for processing. If the letter of intent (Attachment “1”) is accepted and City Council authorizes processing of a formal annexation, planning staff will advise the interested party to submit formal applications with the City’s Planning Division. Such formal submittal would include project plans, initial environmental documentation, submittal of deposits for processing, and required forms, etc. The proposed annexation would require consideration by the Planning Commission and City Council at noticed public hearings for future final decision. The City’s conditionally approved annexation would be forwarded for hearing by LAFCO, and with the Commission’s approval, be recorded by the County Recorder and completed.

The applicant, RNDND, LLC, submitted a request to initiate annexation of approximately 7.97-acres of unincorporated territory to the City, consisting of two undeveloped parcels proposed for a planned residential development totaling 24 units, with a proposed density of 3.02 du/ac. The existing General Plan land use designation of Estate II has an established maximum density of 2.0 du/ac; however, the applicant is requesting a density bonus of 50 percent (50%) per Article 67 of the Escondido Zoning Code that would allow for an additional 8 units over the maximum gross residential density of 16.

Approval of the request before the City Council would authorize submittal to the Planning Division of an application proposing to expand the jurisdictional boundary of the City. If the City Council chooses to deny the request, the Planning Division would not accept the application to annex the subject parcels. Authorizing this request does not have a legally binding effect on any possible future discretionary action. This decision does not reflect whether the City Council would ultimately approve the annexation or the proposal. Additionally, the proposal as described in this report is subject to change in the event formal submittal of the annexation occurs. The City Council’s formal action on the annexation and future project would be taken at a future public hearing, with a recommendation from the Planning Commission.

ATTACHMENTS

- a) Attachment “1”—Letter of Request for Annexation

January 29, 2025

Robert Barry

Senior Planner

Development Services Department

City of Escondido

E-mail: Robert.Barry@escondido.gov

Re: Clarence Residential Development Project Pre-Application Submittal Request

Dear Mr. Barry:

On behalf of RNDND, LLC as the owner of approximately 7.97 acres of real property identified as APNs 238-282-06-00 (7.2 ac) and 238-282-13-00 (0.77 ac) located at the Southeast corner of Clarence Ln. and Centre City Pkwy. in the unincorporated County of San Diego ("Property"), we respectfully submit this pre-application request for the Clarence Residential Development Project ("Project"). The Project includes a General Plan amendment; Storm Water Quality Management Plan; Prelim Hydrology and Hydraulic Study; rezone; Master Development Plan; parcel map and tentative map; and reorganization including annexation to the City of Escondido.

This letter serves to outline the Project's details and present key questions for City Staff concerning the processing, design, implementation, administration, and financing of the Project, with the goal of facilitating discussion and obtaining clarification.

PROJECT OVERVIEW

The Clarence Residential Development Project offers a comprehensive policy and regulatory framework designed to guide future development in the Project area, in alignment with the City of Escondido's Transportation Impact Analysis (TIA) Guidelines. The Project aims to create a thoughtfully planned, sustainable, and balanced residential infill village community within the City of Escondido.

The development is designed to remain a strong sense of community, but maintain surrounded by native. The community will provide housing opportunities to address the needs of the region's "missing middle" and move-up income groups.

As currently envisioned, Clarence will be composed entirely of owner-occupied homes, specifically designed to serve the missing middle and move-up income levels. The housing options will feature single-family homes, either one or two stories, with the potential inclusion of a Next Gen suite. This flexible design will cater to various preferences and lifestyles, offering a mortgage offset option for added convenience

PROJECT DESCRIPTION

PROJECT LOCATION AND SURROUNDING AREA CHARACTERISTICS

Clarence is situated within the County of San Diego, specifically in the North County Metro East Village, east of the jurisdictional boundary and within the Sphere of Influence of the City of Escondido. The Project proposes a reorganization, including annexation to the City, as well as changes to land use and zoning designations. The site is bordered to the north by Clarence, including a single-family home at 218 Clarence Ln; to the east by Freeway 15; to the west by existing single-family residential development; and to the south by the Del Lagon-specific plan single-family residential area. The project site itself is undeveloped, with a slope descending both east and west. While the site is undeveloped, surrounding areas to the north, south, and west are primarily developed with single-family homes.

DEVELOPMENT SUMMARY

The Project area encompasses 7.97 gross acres with a net developable area of 6.8 acres, allowing for residential densities. According to the City's General Plan Land Use and Community Form Element¹ and Zoning Map,² the Property is within the Estate II (2 du/ac) land use designation and P-Z (Pre-Zone) zoning classification of RE-20. The Project proposes a General Plan amendment to redesignate to a General Plan designation of R-1-8 (Single-Family Residential, 8,000 sq.ft min lot size) and a Zoning classification of PD-R-1.98 (Planned Development- Residential). A PD classification is appropriate for parcels of land suitable for and of sufficient size to be planned and developed pursuant to the PD zoning regulations at Article 33-19 of the Zoning Code. A PD classification is proposed for the Project site in order to encourage comprehensive site planning and building design, flexible regulatory procedure, creative approaches to the use of the land and promoting and creating open space as an integral part of the development design. Initiation of the General Plan designation and Zoning classification pursuant to Zoning Code Section 33-1261 is included.

Since submittal of the Initiation Application, the Conceptual Site Plan has been refined and unit counts revised slightly. The Conceptual Site Plan is conceptual in nature and subject to change and refinement. As shown in Figure1, Conceptual Site Plan, the Project proposes development of the Property across two legal parcels to 24 dwelling units include 16 units (maximum allowable gross residential density) and 8 additional dwelling units clustered single family units at a net density of approximately 3.01 du/ac as detailed in Tables 1 below pursuant to a Master Development Plan and one or more Precise Development Plans, to be provided in accordance with City Code.

1 <https://www.escondido.gov/DocumentCenter/View/2497/Chapter-II---Land-Use-and-Community-Form-PDF>

2 Citywide-Zoning-Map-PDF (escondido.gov) Pursuant to the General Plan Compatibility Matrix in the City Zoning Code, Section 33-93, the Residential Estate (R-E) zoning designation corresponds to the Estates II General Plan land use designation.

TABLE 1 - PROPOSED DWELLING UNIT TYPE***SUPPLEMENTAL DETAILS OF REQUEST***

	<u>PROPOSED PROJECT</u>	<u>RE-20/ESTATE II</u>	<u>A70 (COUNTY)</u>
1. PROJECT SIZE	7.97 ACRES	N/A	
2. NO. OF LOTS:	24 LOTS	UP TO 14	UP TO 18
3. DENSITY:	3.01 DU/AC	2.0 DU/AC	2.9 DU/AC
4. LOT SIZE:			
MIN	8,208 SF	20,000 SF	15,000 SF
MAX	36,627 SF		
AVG	11,830 SF		

The Project will also include an onsite public sewer that will connect sewage to the City of Escondido through 02 existing dedicated sewer connections on the South side (Del Lago Development) Figure 3,4. We have initiated a sewer service study to determine capacity and improvements necessary to provide sewer service to the Project.

Access to the Project area will be via a main gated entry access point along Clarence Ln, and no second access point is required since the Road Length for maximum Dead-end Distance will be less than 800 ft. The main entrance on Clarence Ln already has full turn movements.

The distribution of the buildings will utilize existing topography, parking, and circulation to provide additional setbacks to buffer the project from neighboring residential uses. This will create a transition to the proposed higher density and provide screening and privacy. Along the eastern edge of Del Lago Development there will be a landscaped slope, which will provide vertical separation as well as landscape screening for the existing residential developments from above and the Proposed Project at the bottom.

PHASING

The Proposed Project will include a Planned Development Permit and a Parcel Map that will create two legal parcels, each of which will coincide with its own Planning Area(s) with unique development standards and design guidelines. Development standards will prescribe setbacks, height, density, parking, common and private open space. Phasing will include tentative tract maps for creation of single-family units.

One Phase - 24 units of single-family development clusters. Units will be a mix of 3 bed/2 bath and 4 bed/3 bath.

REORGANIZATION INCLUDING ANNEXATION

The Project also proposes a reorganization to include annexation of the Project area ("Annexation Area") to the City. The Annexation Area is enclosed as Figure 2 to this application. Although outside the City's jurisdictional boundary, the Annexation Area is within the City's Sphere of Influence. Annexation to the City will be included in a reorganization subject to LAFCO approval. The parcels included in the Annexation Area have been subject to outreach with the property owners and discussion with LAFCO. Initiation of the Annexation is included in the previously submitted Application.

PROPOSED DISCRETIONARY ACTIONS

- The proposed project includes the following discretionary actions:
- Amendment to the City of Escondido General Plan Land Use Plan
- Rezone to implement Project land uses
- Certification of an Environmental Impact Report (EIR)
- Master and/or Precise Development Plan
- Parcel Map and Tentative Tract Map
- Reorganization including Annexation to the City and detachment from County Service Area 135

QUESTIONS FOR CONSIDERATION AND DISCUSSION WITH CITY STAFF

- Can the project be processed with one tentative tract map and one final maps?
- We anticipate preparation of an EIR. Does the City concur with this approach for CEQA compliance?
- As detailed in the VMT Memorandum submitted with this pre-application, the Project is not located in a VMT efficient area and the VMT impact will exceed the City's threshold. What is the City's general approach for VMT mitigation of this nature?
- Please confirm the right of way dedications and improvements that would be required for each of the streets fronting the proposed Project.
- As the Project Proposes Residential Zone land use designation and a Planned Development (PD) zoning classification, we assume, per the PD description that the "building site" area is used to calculate net density for the Project area as a whole.
- Please confirm the City concurs that, by its terms, Proposition S applies "in the residential areas of the City" and does not apply to residential areas outside the City.
- The Project proposes a gated entry. Does staff have any comments regarding gated entry? Will HOA be required
- We are agreeing to construct solid wall along any abutting properties; however, any tall wall will be required along the Cal-trans property/ Interstate 15
- Recognizing the issue of fire protection and particularly, fire flow requirements, we would like to request specific review and a meeting with Fire staff.
- What schedule can we anticipate for the overall project?

Questions related to provision of sewer for the project will be addressed through the processing of a separate Sewer Study application.

We respectfully request the City to review this submittal for pre-application for a Planned Development Permit, General Plan amendment, rezone, parcel map, tentative map, and annexation to the City of Escondido. We look forward to meeting with Planning and other departmental staff to discuss the process, schedule, and key questions as soon as possible.

Sincerely



Legend
 City Boundary
 Annexation Parcels
 Annexation Area

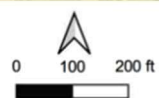


Figure 2- Annexation Area



STAFF REPORT

March 19, 2025
File Number 0830-20

SUBJECT

PL25-0035 – AUTHORIZATION TO PROCESS AN AMENDMENT TO THE GENERAL PLAN LAND USE AND COMMUNITY FORM CHAPTER TO MODIFY THE PLANNED OFFICE DESIGNATION TO URBAN IV FOR TWO PARCELS IN THE FELICITA CORPORATE OFFICE TARGET AREA

DEPARTMENT

Development Services, Planning Division

RECOMMENDATION

Request the City Council authorize the intake and processing of an amendment to the General Plan Land Use and Community Form Chapter to allow for a modification of the General Plan Land Use designation for two vacant parcels within the Felicita Corporate Office Target Area from Planned Office (PO) to Urban IV (U4), which permits 16.8 to 24 dwelling units per acre (du/ac).

Staff Recommendation: Approval (Development Services Department: Christopher McKinney, Interim Director of Development Services)

Presenter: Robert Barry, Senior Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

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

FISCAL ANALYSIS

For the purposes of this agenda item, the City Council will only be providing direction to staff on the processing of a General Plan Amendment (“GPA”). Authorization to process the amendment application would have no direct fiscal impacts. The privately-initiated amendment application would be processed using existing staff resources with costs to be paid by the project proponent, applicant(s), and/or the future developer of the project site.

PREVIOUS ACTION

In May 2012, the City Council approved a comprehensive update of the City’s General Plan which created Opportunity Areas (Target Areas and Specific Plan Areas) that identified particular land uses and standards for the specified areas to encourage economic and community growth. The subject two parcels (see **Figure 1**) are included in the Felicita Corporate Office Target Area (Target Area 10) which changed the land use



CITY of ESCONDIDO

STAFF REPORT

designations from residential to planned office with a focus on attracting high paying, high employee density employment opportunities.

Figure 1 – Subject Site



BACKGROUND

The applicant, City Ventures, has submitted a request to amend the adopted land use map, and the guiding principles of the Felicita Corporate Office Target Area (Target Area 10) through text and associated figure modifications, all within the General Plan Land Use and Community Form Chapter. Specifically, the applicant requests to modify the General Plan Land Use designation for two vacant parcels within Target Area 10 from Planned Office (PO) to Urban IV (U4), which permits 16.8 to 24 dwelling units per acre (du/ac). The applicant also requests to modify the “Target Area 10 Principles” text to allow for residential uses. These modifications would facilitate the submittal of a planned residential development consisting of 89 townhomes over approximately 4.5 net acres (19.8 du/ac).

Pursuant to state law, a local agency may only amend state mandated chapters (including the Land Use element) four times in a calendar year. The Planning Division is processing a number of General Plan Amendments currently, and it is likely that City staff may have to batch the General Plan Amendments anticipated in 2025 in order to comply with state law.



CITY *of* ESCONDIDO

STAFF REPORT

The authorization to proceed with the General Plan Amendment does not bestow approval upon any of the aforementioned applications and does not commit the City Council to any future action. The application as a whole will return to City Council with a recommendation from the City's Planning Commission.

ENVIRONMENTAL REVIEW

The action before the City Council is statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15262, Feasibility and Planning Studies. This agenda item involves the consideration of processing a General Plan Amendment application. This general direction does not have a legally binding effect on any possible future discretionary action.

ATTACHMENTS

- a) Attachment "1" – Applicant's Initiation Request Letter



3121 Michelson Drive, Suite 150
Irvine, CA 92612

January 22, 2025

City of Escondido
Ms. Veronica Morones
201 N. Broadway
Escondido, CA 92025

Re: 2200-2220 Felicita Road – General Plan Amendment Initiation Request Letter of Interest

Dear Ms. Morones:

The purpose of this letter is to formally express City Ventures' interest to pursue a General Plan Amendment for the site located at 2200-2220 Felicita Road (APN 238-102-41 and 45) ("Property"). The City's General Plan currently designates the Property PO: Planned Office, with a zoning of RE-20. City Ventures would propose a General Plan Amendment from Planned Office to Urban IV (High Density Multifamily Residential), with an associated zone change to R-4 (high multiple residential).

Our proposed development consists of approximately 89 for-sale, three-story townhomes, with units ranging from approximately 1,200 to 1,700 square feet, resulting in a gross density of approximately 12.7 dwelling units per acre and a net development density of approximately 19.8 dwelling units per acre. The project aims to provide housing in the region, offering quality homeownership opportunities in a highly desirable area while aligning with the City of Escondido's ("City") narratives associated with the Urban IV land use designation. City Ventures is committed to designing and implementing this project in a way that aligns with the City's objectives for growth and development, while contributing to the broader community's housing needs.

City Ventures looks forward to collaborating with City staff, Council, and other stakeholders to ensure the project addresses the community's needs and contributes positively to Escondido's continued development. Please contact me directly at 408-828-9498 or via email at myou@cityventures.com. We look forward to your feedback and the opportunity to move forward with the General Plan Amendment process.

Sincerely,

Michael You
Senior Director of Development
City Ventures



STAFF REPORT

March 19, 2025
File Number 0430-80

SUBJECT

BUDGET ADJUSTMENT REQUEST

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council Adopt a Budget Adjustment (Attachment "1") in the amount of \$70,000 to amend the Fiscal Year 2024/25 operating budget.

Staff Recommendation: Approval (Finance: Christopher McKinney, Deputy City Manager)

Presenter: Jen Conway, Management Analyst II

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

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

The Landscape Maintenance District ("LMD") Zone 12, Fund 1123 has a reserve balance of approximately \$130,000, therefore sufficient funds are available in the reserve to allocate to the operating budget. Due to the City purchase of the property adjacent to the Reidy Creek Channel that lies within Zone 12, the City assumes the cost of the assessment with maintenance of Zone 12.

PREVIOUS ACTION

On July 10, 2024, City Council adopted Resolution No. 2024-98 and the Assessment Engineer's Report for the annual levy and collection of assessments for the City of Escondido LMD Zones 1 through 38 for fiscal year 2024/2025.

BACKGROUND

Since the time of budget development for fiscal year 2024/2025, the City of Escondido has received numerous complaints about homelessness activity and encampment within the Reidy Creek Channel alongside the Police and Fire Headquarters. The work necessary to detract homelessness activity and to



CITY *of* ESCONDIDO

STAFF REPORT

mitigate fire hazard from the same, bares a cost of \$70,000 higher than the current available budget of \$15,000.

Staff finds the public nuisance and safety are reason to proceed with the brush work immediately. Therefore, staff recommends a mid-year budget adjustment to fund the work.

ATTACHMENTS

- a) Attachment "1" – Budget Adjustment Form



BUDGET ADJUSTMENT REQUEST

Department:	Development Services	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Megan Crooks	
City Council Meeting Date: (attach staff report)	March 19, 2025	


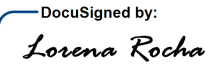
EXPLANATION OF REQUEST

Landscape Maintenance District Zone 12 requires urgent vegetation maintenance to mitigate fire hazard within Reidy Creek alongside Police and Fire Headquarters. A minimum contract amount exceeds the Zone's current available budget of approximately \$15,000. The Zone has an available reserve balance of approximately \$127,000.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Fund: 1123 Landscape Maint Dist – Zone 12	Professional Services	\$70,000.00	
Fund: 1123 Landscape Maint Dist – Zone 12	Reserve Balance		\$70,000.00

APPROVALS

		DocuSigned by: 	
3-6-25		3/6/2025	
99A33925FA6B449...			
DEPARTMENT HEAD	DATE	FINANCE	DATE



STAFF REPORT

March 19, 2025
File Number 1330-85

SUBJECT

CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

DEPARTMENT

Utilities Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-14, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The Resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

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

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

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

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

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

PREVIOUS ACTION

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

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

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



CITY of ESCONDIDO

STAFF REPORT

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

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

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

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

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

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

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

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

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

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

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

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



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

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

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

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

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

Figure 1



Section 1 emergency repair work began on August 7, 2024, and the majority of the work associated with this section has been completed as of January 30, 2025. Firestone operates seven days a week and is only



CITY of ESCONDIDO

STAFF REPORT

closed three days out of the year. Due to the four-hour minimum curing time, the final slurry seal coat to the Firestone parking lot is scheduled to be completed by J.R. Filanc Construction Company ("Filanc") on July 3, 2025, which will allow proper cure time and no disruption to Firestone's normal operating hours.

Section 2 emergency repair work began on July 25, 2024, and is anticipated to be complete by July 31, 2025. The contractor, CCL Contracting, Inc. ("CCL"), has installed approximately 3,260 linear feet of pipe, from Grape Day Park to Hickory Street, within Pennsylvania Avenue; and north within Hickory Street from the intersection of Pennsylvania Avenue and Hickory Street to just south of the intersection of Hickory Street and Lansing Circle. Additional work over the last several weeks includes: installation of new 24" trunk sewer pipeline, reconnection of sewer laterals, construction of new manholes, removal of SDGE transformer conflicts over the trunk sewer main, and installation of a temporary bypass pumping system with associated above grade highline between Grape Street and Hickory Street, along the Escondido Creek access road. Section 2 trunk main installation work continues in Hickory Street, from just south of the intersection of Hickory Street and Lansing Circle, easterly through the north driveway of Westmont Assisted Living senior community. Electronic message boards updating the community are in place, where appropriate, throughout the construction project site and will remain through the duration of work.

Utilities Staff continues to communicate and coordinate with affected businesses within the construction zones of influence, as well as other City Departments regarding current and upcoming construction, including the upcoming closure of Ash Road for final improvements, the Grand Avenue Corridor Project, the Grape Day Park Restroom Project, and the Escondido Creek Trail Project.

RESOLUTIONS

- a) Resolution No. 2025-14

RESOLUTION NO. 2025-14

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

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

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

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

WHEREAS, pursuant to the approval of Resolution No. 2024-86 on June 26, 2024, ratifying Proclamation No. 2024-02; Resolution No. 2024-94 on July 10, 2024; Resolution No. 2024-103 on July 17, 2024; Resolution No. 2024-106 on August 7, 2024; Resolution No. 2024-117 on August 28, 2024; Resolution No. 2024-131 on September 11, 2024; Resolution No. 2024-141 on October 2, 2024; Resolution No. 2024-146 on October 23, 2024; Resolution No. 2024-162 on November 20, 2024; Resolution 2024-178 on December 4, 2024; Resolution No. 2025-03 on January 8, 2025; Resolution No. 2025-06 on January 29, 2025; and Resolution No. 2025-08 on February 19, 2025, the City Council previously found that the failing trunk sewer risk constitutes an emergency and found it appropriate for Utilities Staff to proceed to contract services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

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

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

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

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

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

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

1. That the above recitations are true.
2. That the City Council finds the failure of the trunk sewer main is a public health and safety emergency; that this emergency will not permit the delay that would result from a competitive bidding

process; and that the proposed action and expenditure is still necessary to respond to the emergency requiring immediate repair of the trunk sewer main.



STAFF REPORT

March 19, 2025

File Number 0600-10; A-3543

SUBJECT

AWARD A CONTRACT TO PURCHASE AND INSTALL THE DIXON LAKE RANGER STATION TRAILER

DEPARTMENT

Public Works & Utilities

RECOMMENDATION

Adopt Resolution No. 2025-20 awarding the purchase and installation contract for the replacement of the Dixon Lake Ranger Station Trailer Project ("Project") to Atlas Performance Industries, Inc. and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$398,648.53

Staff Recommendation: Approval (Joseph Goulart, Director of Public Works and Angela Morrow, Director of Utilities)

Presenter: Ed Vasquez, Project Manager

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

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

FISCAL ANALYSIS

Sufficient funding is available in the Water Treatment Plant Major Projects Capital Improvement Fund to complete the project.

PREVIOUS ACTION

None

BACKGROUND

Dixon Lake Recreation Area was built in 1976 and operated by the Utilities Department, Lakes Division. Lake Dixon is located at an elevation of 1,045 feet in the avocado covered foothills one mile northeast of the City of Escondido. The original Dixon Lake Ranger Station trailer was purchased in early 2000's, in used condition, and was the main Ranger Station for the next 22 years.



CITY of ESCONDIDO

STAFF REPORT

On October 14, 2022, the existing Ranger Station developed a major mold infestation and was deemed to be a health and safety hazard. Subsequently, Public Works staff demolished and disposed the original Ranger Station trailer. Since the removal of the Ranger Station trailer, there has not been a main Ranger Station to serve the public who recreate at Lake Dixon.

On January 6, 2025, a notice inviting bids for the replacement for the Dixon Lake Ranger Station office trailer was duly published. On February 20, 2025, three (3) sealed bids were received in response to the advertised request for bids for this Project. The confirmed totals for the total base and alternate bid items are listed below:

Atlas Performance Industries, Inc.	\$398,648.53
Pacific Mobile Structures, Inc.	\$416,290.03
Newco General Contractors	\$430,000.00

Staff evaluated the proposed bids and has determined that the bid submitted by Atlas Performance Industries, Inc. to be the lowest most responsive and responsible bid received on February 20, 2025. Staff recommends awarding a purchasing and construction contract in the amount of \$398,648.53 to Atlas Performance Industries, Inc. to replace the Lake Dixon Ranger Station office trailer, as plans show in Attachment "1".

RESOLUTIONS

- a) Resolution No. 2025-20
- b) Resolution No. 2024-20 – Exhibit "A" – Public Improvement Agreement

ATTACHMENTS

- a) Attachment "1" – 24x60 City of Escondido Dixon Lake Plan
- b) Attachment "2" – Budget Adjustment

RESOLUTION NO. 2025-20

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 PURCHASE AND INSTALLATION OF A NEW OFFICE TRAILER AT THE DIXON LAKE RECREATIONAL AREA

WHEREAS, Dixon Lake Recreation Area was built in 1976, operated by Utilities Department, Lakes Division; and

WHEREAS, Dixon Lake is located at an elevation of 1,045 feet in the avocado covered foothills one mile northeast of the City of Escondido, California; and

WHEREAS, the original Ranger Station office trailer was acquired, in used condition, and installed 2000; and

WHEREAS, on October 14, 2022, it was necessary to demolish the existing Ranger Station office trailer due to the existing health and safety hazards; and

WHEREAS, it has been necessary to have a central location to serve the public recreating at the Dixon Lake Recreational Area and for the use of a base station for the Park Rangers offices; and

WHEREAS, on January 6, 2025, a notice inviting bids for said Ranger Station office trailer was duly published; and

WHEREAS, pursuant to said notice, three (3) sealed bids for the project were opened and evaluated on February 20, 2025; and

WHEREAS, Atlas Performance Industries Inc., was determined to be the lowest most responsive and responsible bidder; and

WHEREAS, Atlas Performance Industries Inc. submitted a bid in the amount of \$398,648.53; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize a Public Improvement Agreement with Atlas Performance Industries Inc. in the amount of \$398,648.53.

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 Atlas Performance Industries Inc., in the amount of \$398,648.53, in a substantially similar form to that which is attached to this Resolution as Exhibit "A" and subject to final approval as to form by the City Attorney.
3. That the Council approves Resolution No. 2025-20.



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: Ed C Vasquez, Project Manager
760-546-3944
("CITY")

And: Thomas Martino
Atlas Performance Industries, Inc., "a California corporation"
1916 West Stowell Road
Santa Maria, CA 93458
Attn: Steven Reyburn
805-928-8689
("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 Dixon Lake Ranger Station Trailer Project ("Project"), as further described herein.

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

1. Project Documents. The Notice Inviting Sealed Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Change Orders, Shop Drawing Transmittals, Information Required of CONTRACTOR, Non-collusion Affidavit, Insurance Certificates, Guarantees, General Conditions, Supplementary General Conditions, Special Conditions, Plans, Drawings, Specifications, the Agreement, and all modifications, addenda, and amendments thereto ("Project Documents") are incorporated herein by this reference as if fully set forth herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. Description and Performance of Work. CONTRACTOR shall furnish all work described in the Project Documents ("Work"). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans,

drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.

3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$398,648.53** ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy within **120 days** of the notice to proceed being issued ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.
5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of **\$250 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) *Builder's Risk/"All Risk" Insurance.* The CONTRACTOR, during the progress of the Work and until final acceptance of the Work by CITY, shall maintain Builder's Risk/"All Risk," course-of-construction insurance satisfactory to CITY issued on a completed value basis of all WORK pursuant to this Agreement. Coverage is to provide extended coverage and insurance against vandalism, theft, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Engineer's services and expenses required as a result of such insured loss upon the Work, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the CITY and the City Engineer as an additional named insured and any other person with an insurable interest designated.
 - (5) 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

ATLAS PERFORMANCE INDUSTRIES, INC.

Date: _____

Signature

Thomas Martino, President

546940
Contractor's License No.

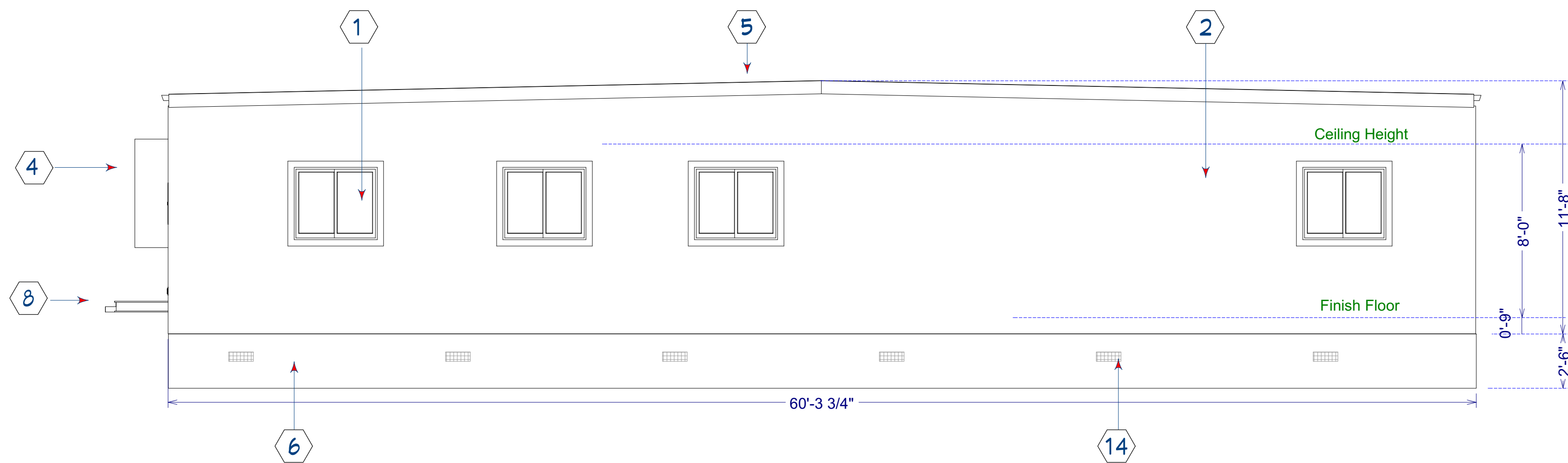
71-0111273
Tax ID/Social Security No.

APPROVED AS TO FORM:

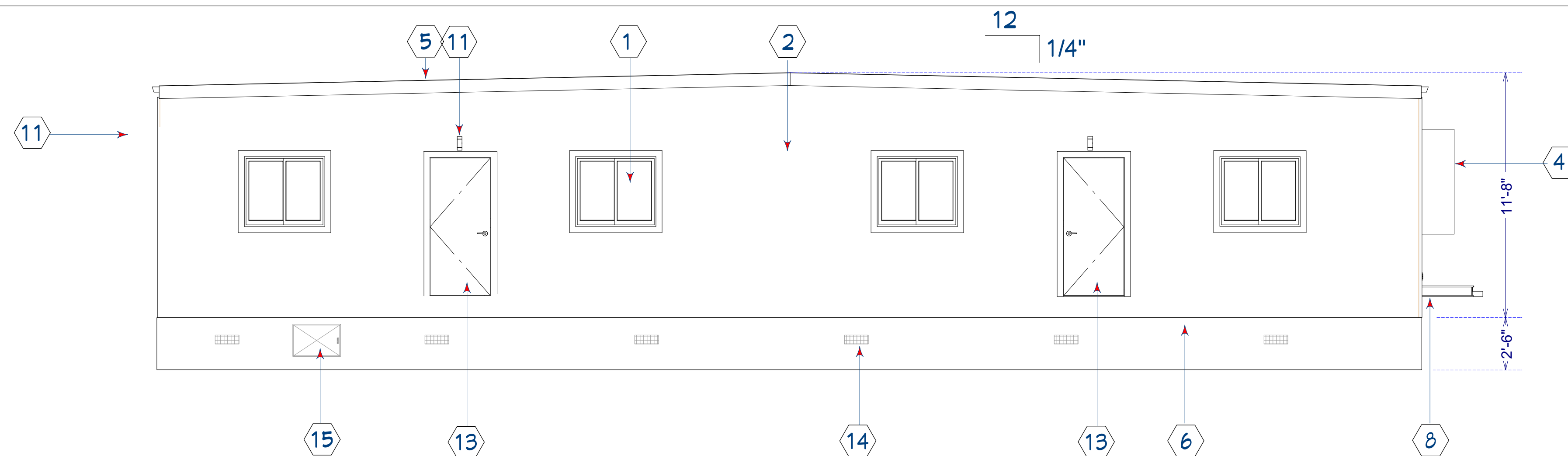
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

BY: _____

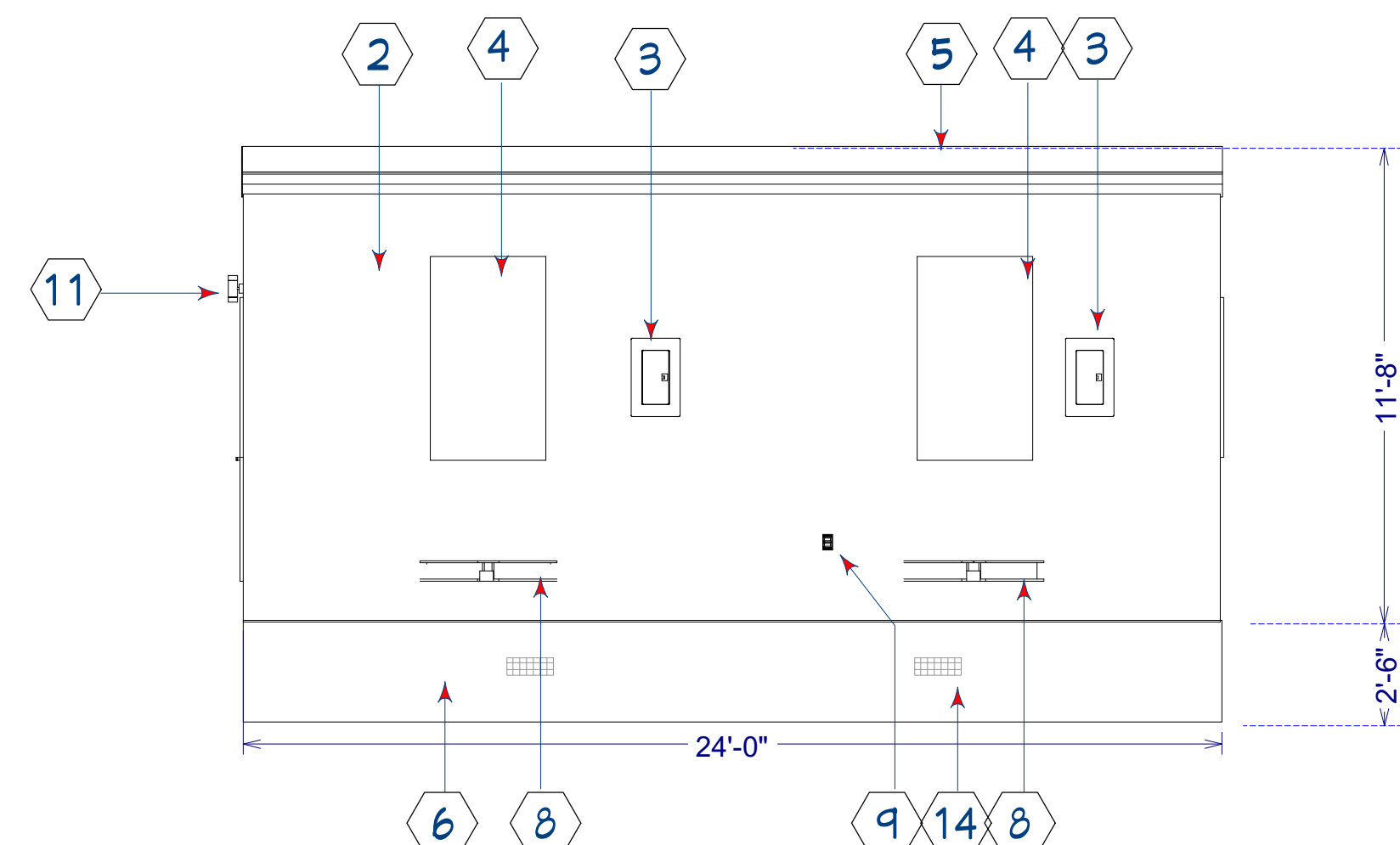
THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.



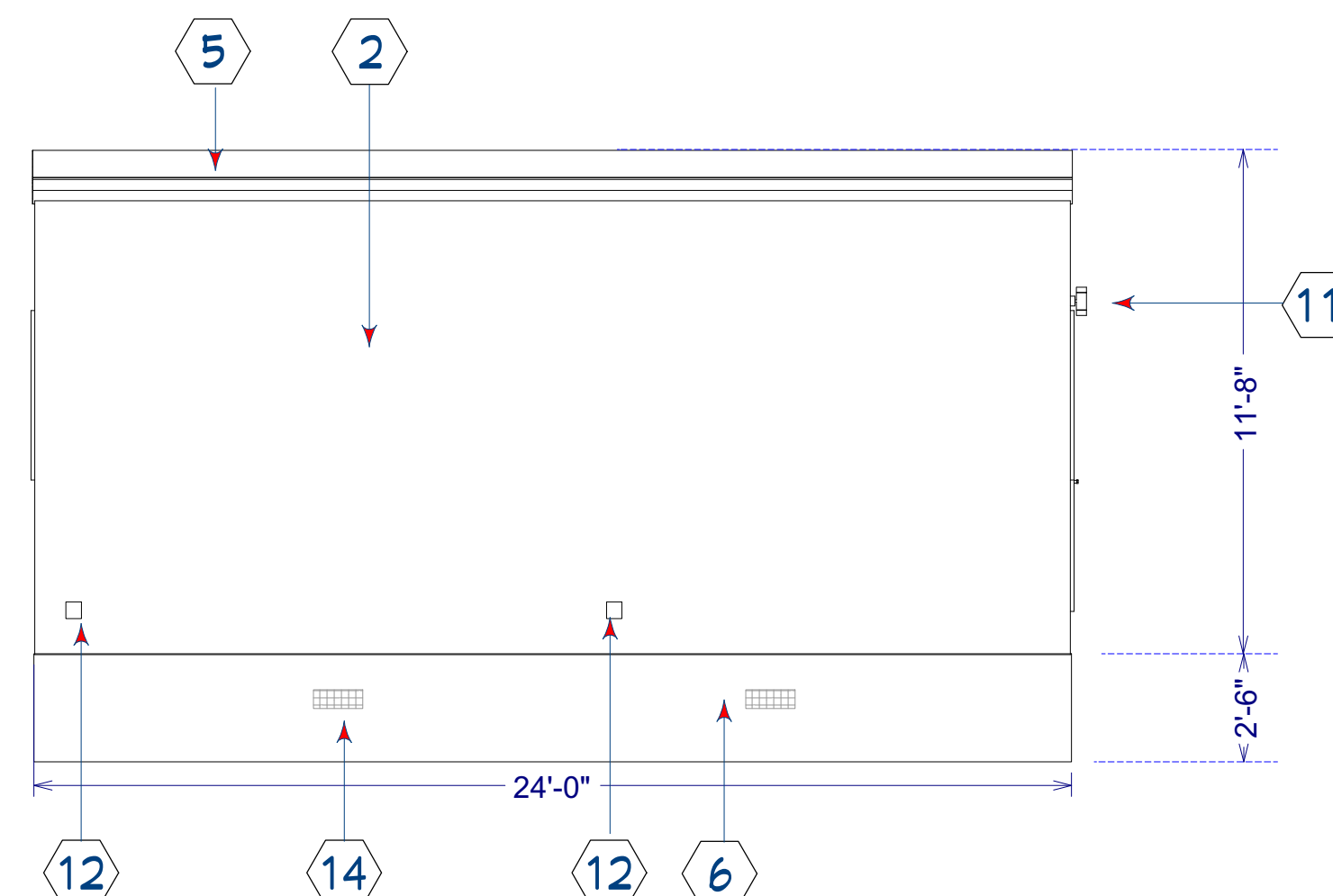
West Elevation



East Elevation



South Elevation



North Elevation

Key Notes

1	Dual Pane Milgard Vinyl Window Complies with CBC Ch. 7A
2	SmartPanel Ext. Siding
3	Siemens 125A Electric Panel
4	3 Ton Bard HVAC Unit
5	EPDM White on Black over 1/4" DensDeck
6	Skirting SmartPanel Ext. Siding to match siding
7	3'-0" x 6'-8" Storefront Entry Door with closer, kick plate, door stop
8	Tow Hitch (removed upon delivery)
9	Exterior GFI receptacle
10	LED Site Light
11	Porch Light
12	CA Dept. of Housing Insignia
13	3'-0" x 6'-8" Steel Door with closer & door stop
14	Foundation Vent per code
15	Foundation Access Door sized per code requirements
16	

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION



24x60 City of Escondido
Dixon Lake

DRAWINGS PROVIDED BY:

DATE:
2/28/2025

SCALE:

SHEET:

Elev.



BUDGET ADJUSTMENT REQUEST

Department:	Utilities	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Angela Morrow	
City Council Meeting Date: (attach staff report)	March 19,2025	

EXPLANATION OF REQUEST

Water Fund (1555) transfer out of the WTP Major Maintenance Projects to a new project for the purchase of the Dixon Lake Ranger Station Trailer.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
WTP Major Maintenance Projects	1555-WTP Major Projects		440,000.00
Dixon Lake Ranger Station Project	1555-NEW	440,000.00	

APPROVALS

Signed by: D06B082777A2488... DEPARTMENT HEAD	3/12/2025 DATE	Signed by: A8F1B20895CC457... FINANCE	3/12/2025 DATE
--	------------------------------	--	------------------------------



STAFF REPORT

March 19, 2025
File Number 0120-10

SUBJECT

BOARD AND COMMISSION TERM EXTENSIONS

DEPARTMENT

City Clerk's Office

RECOMMENDATION

The City Clerk's Office respectfully requests that the City Council extend the terms of the following Board and Commission members until May 31, 2025:

- **Building and Advisory Appeals Board** – Michael Delaney
- **Library Board of Trustees** – Carolyn Clemens, John Schwab
- **Public Art Commission** – Carol Rogers, Terri Ryan, Juan Vargas
- **Transportation and Community Safety Commission** – Lori Hatley

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

Presenter: Zack Beck, City Clerk

ESSENTIAL SERVICE – Yes, Internal Requirement

COUNCIL PRIORITY –

FISCAL ANALYSIS

None

PREVIOUS ACTION

None

BACKGROUND

The terms of several Board and Commission members are currently set to expire on March 31, 2025, including:



CITY of ESCONDIDO

STAFF REPORT

- **Building and Advisory Appeals Board** – Michael Delaney
- **Library Board of Trustees** – Carolyn Clemens, John Schwab
- **Public Art Commission** – Carol Rogers, Terri Ryan, Juan Vargas
- **Transportation and Community Safety Commission** – Lori Hatley

Three of these members — Carol Rogers, Carolyn Clemens, and Lori Hatley — have also applied to serve on the Measure I Citizens' Oversight Committee.

Appointments to the Measure I Citizens' Oversight Committee were originally scheduled for February 19, 2025, following the Council Vision Workshop on February 12, 2025. However, due to health-related reasons, the Council Vision Workshop was rescheduled to March 5, 2025, and the Measure I Citizens' Oversight Committee appointments have been moved to March 19, 2025.

Due to this unavoidable delay, staff recommends extending the terms of the aforementioned Board and Commission members until May 31, 2025. This extension will:

- Allow time for commissioners whose terms are set to expire to decide whether to seek reappointment to their current seats; and
- Ensure continuity and the ability to maintain a quorum during upcoming Board and Commission meetings in April and May; and
- Provide Measure I Citizens' Oversight Committee applicants who are not selected with the opportunity to apply for other Board and Commission seats that may become available.

Extending these terms will ensure that our Boards and Commissions continue to function effectively and maintain the necessary membership to conduct official business. This temporary extension reflects our commitment to fair and transparent appointment processes while supporting the dedicated individuals who serve our community.

For these reasons, staff respectfully recommends approval of the proposed Board and Commission term extensions through May 31, 2025.



STAFF REPORT

March 19, 2025
File Number 0120-15

SUBJECT

MEASURE I CITIZENS' OVERSIGHT COMMITTEE APPOINTMENTS–

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council appoint the following candidates to the **Measure I Citizens' Oversight Committee**:

- **Business Seat:** Carol Rogers
- **At-Large Seat:** Sabrina Covington
- **Alternate Seat:** Karl Edward Trujillo

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

Presenter: Zack Beck, City Clerk

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

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

FISCAL ANALYSIS

None

PREVIOUS ACTION

None

BACKGROUND

On November 5, 2024, the voters of Escondido approved Measure I, the Escondido Community Investment Measure, with 61.12 percent (61.12%) Yes votes and 38.88 percent (38.88%) No votes. This



CITY of ESCONDIDO

STAFF REPORT

voter-approved measure establishes a one-cent local sales tax for twenty years, providing essential funding to:

- Strengthen public safety
- Address homelessness
- Improve streets, sidewalks, and infrastructure
- Expand police, fire, and paramedic services
- Reduce traffic congestion
- Maintain parks, trails, and open spaces

The Measure is codified under Ordinance No. 2024-08 (Attachment “1”), which mandates the creation of a Citizens’ Oversight Committee. This Committee ensures transparency, accountability, open dialogue, and public participation regarding the expenditure of Measure I funds, guaranteeing that new revenues are used in accordance with the will of the voters.

Committee Composition and Eligibility:

Per Ordinance No. 2024-08, any resident of the incorporated City of Escondido of voting age is eligible to serve. Members are appointed for two-year terms, with a limit of three consecutive terms. Committee members serve at the pleasure of the City Council and may be removed with or without cause.

APPLICATION AND SELECTION PROCESS:

The City Council conducted public interviews for the following seats:

- **Business Organization Seat (4 Applicants)** – Member must be active in a business organization representing the Escondido business community:
 - Kirk Carson
 - Mark Metza
 - Carol Rogers
 - Karl Edward Trujillo



CITY *of* ESCONDIDO

STAFF REPORT

- **At-Large Seat (16 Applicants)** – Member must be a resident-at-large of the community:
 - Dimitri Arges
 - Katharine Barba
 - Tania Bowman
 - David Cazares
 - Carolyn Clemens
 - Michael Costanza
 - Sabrina Covington
 - Lori Hatley
 - Patricia Hunter
 - Ernst Kubyan
 - Jennifer Larson
 - Colleen Mackinnon
 - Larry Owen
 - Sarah Richardson
 - Christine Spencer
 - Lawrence Trautner
- **Alternate Seat (0 Applicants)** – An Alternate member serves when a quorum is not otherwise met. Though no formal applications were received for this seat, the Council may appoint any qualified applicant interviewed for the other seats.

All candidates submitted an application, resume, proof of residency (ID and address verification) to confirm their eligibility.



CITY of ESCONDIDO

STAFF REPORT

RECOMMENDED APPOINTMENTS:

After careful consideration and public interviews, Mayor Dane White recommends the following appointments to the Measure I Citizens' Oversight Committee:

- Business Seat: Carol Rogers
- At-Large Seat: Sabrina Covington
- Alternate Seat: Karl Edward Trujillo

NEXT STEPS – GUIDELINE DEVELOPMENT:

During the March 5, 2025 Vision Workshop, the City Council directed the Boards and Commissions Subcommittee to draft guidelines for the Committee's operation and structure. The Subcommittee is scheduled to meet on March 31, 2025, and plans to present proposed guidelines to the full City Council on April 9, 2025, for formal adoption.

Establishing the Measure I Citizens' Oversight Committee is a critical step in honoring the trust of Escondido voters and ensuring that funds are used effectively and transparently to enhance our community. The appointment of these qualified and dedicated individuals will help guide the responsible use of Measure I revenues to address key public safety, infrastructure, and community needs.

Therefore, Mayor White respectfully requests that the City Council appoint Carol Rogers, Sabrina Covington, and Karl Edward Trujillo to serve as members of the Measure I Citizens' Oversight Committee. By doing so, the City Council will reaffirm its commitment to transparency, accountability, and community engagement.

ATTACHMENTS

- a) Attachment "1" - Ordinance No. 2024-08

ORDINANCE NO. 2024-08

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

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

SECTION 1. Title.

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

Section 2. Purpose.

The purpose of this measure is to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. To impose a retail transaction and use tax, in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code. This Measure shall be operative if a majority vote of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.
- B. To adopt a retail transaction and use tax measure that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
- C. To adopt a retail transactions and use tax measure that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least

possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting California State Sales and Use Taxes.

- D. To adopt a retail transaction and use tax measure that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of the Measure.
- E. To provide transactions and use tax revenue for unrestricted general revenue purposes, and not specific purposes. All the proceeds from the tax imposed by this Measure shall be placed in the City's general fund and be available for any legal municipal purpose.

Section 3. Code Amendment.

The Escondido Municipal Code is hereby revised to add Chapter 25, Article 2, Division 2, Sections 25-33.1 through 25-33.14, as set forth below, thereby enacting a local transaction and use tax within the City of Escondido to be administered by the California Department of Tax and Fee Administration:

CHAPTER 25, ARTICLE 2, DIVISION 2. ONE CENT SALES TAX.

Section 25-33.1. Transactions and Use Tax Imposition Rate.

- A. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1 percent (1%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the Operative Date of this Division.
- B. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the Operative Date of this Division for storage, use or other consumption in said territory at the rate of 1 percent (1%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

Section 25-33.2. Operative Date.

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the approval of the voters of the City of a measure approving the imposition of the transactions and use tax set forth herein, unless a later Operative Date becomes effective under the provisions of Section 25-33.4.

Section 25-33.3. Termination Date.

The authority to levy the tax imposed by this Division shall expire twenty (20) years after the Operative Date.

Section 25-33.4. Contract with California Department of Tax and Fee Administration.

Prior to the Operative Date, City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this Division; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the Operative Date, it shall nevertheless so contract, and in such a case the Operative Date shall be the first day of the first calendar quarter following the effective date of such a contract.

Section 25-33.5. Place of Sale.

For the purposes of this Division, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the state or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

Section 25-33.6. Adoption of Provisions of State Law.

Except as otherwise provided in this Division and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1

(commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Division as though fully set forth herein.

Section 25-33.7. Limitations on Adoption of State Law and Collections of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:
1. The word "State" is used as part of the title of the State Controller, State Treasurer, Victim Compensation and Government Claims Board, California Department of Tax and Fee Administration, State Treasury, or the Constitution of the State of California;
 2. The result of that substitution would require action be taken by or against this City or any agency, office, or employee thereof, rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Division.
 3. In those sections, including but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the state under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code; or
 - b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
 4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

- B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

Section 25-33.8. Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Division.

Section 25-33.9. Exemptions and Exclusions.

- A. There shall be excluded from this Division of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.
- B. There are exempted from the computation of the amount of transactions tax the gross receipts from:
1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.
 2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:
 - a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft license in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-

of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

- b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
 3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this Division.
 4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of this Division.
 5. For the purposes of subsections (B)(3) and (B)(4) of this section, the sale or lease of tangible personal property shall be deemed to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- C. There are exempted from the use tax imposed by this Division, the storage, use or other consumption in this City of tangible personal property:
1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
 2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this state, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.
 3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this Division.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative Date of this Division.
 5. For the purposes of subsections (C)(3) and (C)(4) of this section, storage, use, or other consumption, or possession of, or exercise or any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
 6. Except as provided in subsections (C)(7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.
 7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.
- D. Any person subject to use tax under this Division may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumptions of which is subject to the use tax.

Section 25-33.10. Amendments to Revenue and Taxation Code.

All amendments subsequent to the Operative Date of this Division to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Division; provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Division.

Section 25-33.11. Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the state or the City, or against any officer of the state or the City, to prevent or enjoin the collection under this Division, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

Section 25-33.12. Amendments by City Council.

The following amendments to this Division must be approved by the voters of the City: terminating the tax, increasing or decreasing the tax rate; revising the methodology for calculating the tax, such that a tax increase would result; or, imposing the tax on transactions and uses not previously subject to the tax (unless such amendment occurs automatically by operation of law). The City Council may otherwise amend this Division without submitting the amendment to the voters for approval.

Section 25-33.13. Use of Proceeds.

The proceeds from the tax imposed by this Division shall be for unrestricted general revenue purposes of the City and shall be received into the general fund of the City. Nothing in this Division shall constitute the tax imposed under this Division as a special tax, or bind the City to use the proceeds for any specific purpose or function; the City Council shall retain discretion to expend the proceeds of the tax for any lawful purpose of the City.

Section 25-33.14. Citizens' Oversight and Accountability.

- A. Purpose. The purpose of the Citizens' Oversight Committee is to ensure citizen participation, open discussion, and accountability regarding the use of the revenue generated under this Division.

- B. Establishment. A Citizens' Oversight Committee ("Committee") is hereby established to oversee revenues received by the City from the transaction and use tax imposed pursuant to this Division, and to ensure that tax revenues are used by the City in a manner consistent with the voter approved measure adopting this Division.
- C. Appointment and Composition of Committee Members.
1. The Citizens' Oversight Committee shall consist of five (5) members, as follows:
 - a. One (1) member shall be a current serving Officer of the Escondido Police Officers Association, as selected by the Association's Board of Directors.
 - b. One (1) member shall be a current serving Officer of the Escondido Firefighters Association, as selected by the Association's Board of Directors.
 - c. Three (3) members shall be appointed by the City Council, as follows:
 - i. One (1) member shall be active in a business organization representing the business community located in the City.
 - ii. One (1) member shall be a representative of the San Diego County Taxpayers Association. In the case that a member of the San Diego County Taxpayers Association cannot be identified to serve on the Committee, solicitation for representation of a bona-fide taxpayers association shall be opened to the broader community.
 - iii. One (1) member shall be of the community at-large.
 2. The City Council shall also appoint one (1) alternate member who will serve only when quorum is not met without his or her participation.
 3. If no representative is able and willing to serve on the Committee in any of the appointment categories specified in subsection (1), the City Council shall have the discretion to appoint a member of the community at-large to fill that Committee position.

4. Upon their appointment and during their incumbency, members of the Committee shall be and remain residents of the incorporated territory of the City. Current and past employees, officials or vendors shall be eligible to serve on the Committee, provided that there are no conflicts of interest as determined by the City Attorney.
5. Candidates for Committee membership pursuant to subsection (1)(c) shall be solicited through an open application process that is promoted through a broad-based recruitment process. Any resident of the incorporated territory of the City of voting age is eligible to apply for Committee membership, subject to the appointment categories specified in subsection (1)(c). All applications will be reviewed by the City Council, who will collectively have the authority to make all final decisions on committee membership.

D. Terms of Service; Vacancies.

1. Members of the Committee shall be appointed for terms of two (2) years. No committee member shall serve more than three (3) consecutive terms.
2. Committee members whose terms expire shall continue to serve until their successor is appointed and qualified. If a vacancy occurs other than by expiration of a term, it shall be filled by appointment for the unexpired portion of the term.
3. Should a member of the Committee fail to attend two (2) consecutive regular meetings, unless excused for cause by the chairperson, that member's service shall be deemed vacant and the member's term ended. The Committee secretary shall immediately notify the City Council of such termination.
4. Committee members shall serve at the pleasure of the City Council and may be removed in the sole determination, with or without cause, notice, hearing or appeal, by the City Council.
5. All Committee members' terms will end when the Escondido Community Investment Measure terminates pursuant to Section 25-33.3.

E. Meetings; Officers; Rules of Procedure; Quorum.

1. The Committee may adopt rules and regulations to govern proceedings and shall set a time for regular meetings which shall be held at least bi-annually.

2. The Committee shall elect a chairperson, vice-chairperson and secretary. Their respective duties shall be as are usually carried out by such officers. In the chairperson, vice-chairperson or secretary's absence or disability, the Committee may designate a chairperson, vice-chairperson or secretary pro tempore. Officers shall hold office for one year and until their successors are elected.
3. A majority of the committee shall constitute a quorum for the transaction of business.
4. Committee meetings are subject to all open-meeting laws, and must be noticed and open to the public. Committee minutes and reports are a matter of public record and must be made available to the public in the manner provided by law.
5. Orientation and training is mandatory for all new committee members. Each committee member shall attend such orientation and training prior to their first regular committee meeting.

F. Powers and Duties.

1. The Citizens' Oversight Committee shall review the revenue collected pursuant to this Division and provide an audit report on the use of that revenue to the City Council at least annually, no later than ninety (90) days following the conclusion of each fiscal year. The Committee shall confine its oversight specifically to revenues generated under this Division.
2. The City Manager or his or her designee shall provide any reasonable administrative or technical assistance required by the Committee to fulfill its responsibilities or publicize its findings.

Section 4. Effective Date.

This Measure shall be binding and effective immediately, upon approval by a simple majority of the voters voting on the question at an election called for that purpose.

Section 5. Severability.

If any provision of this Measure or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Measure which can be given effect

without the invalid provision or application, and to this end the provisions of this Measure are severable. The people of the City of Escondido hereby declare that they would have passed the Measure irrespective of the invalidity of any particular portion thereof and intend that the invalid portions should be severed and the balance of the Measure be enforced.

Section 6. Inconsistent Provisions.

If any provision of this Measure conflicts with other provisions contained in the Escondido Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, the provisions of the Measure shall supersede any other conflicting provision.

Section 7. Conflicts with State and Federal Law.

The provisions of this Measure shall not apply to the extent that they would violate state or federal laws.

Attachment "1"

Item 11.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 11th day of December, 2024 by the following vote to wit:

AYES : Councilmembers: C. GARCIA, J. GARCIA, MARTINEZ, MORASCO, WHITE

NOES : Councilmembers: NONE

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:

 19FFE5DB8C3B409...
 DANE WHITE, Mayor of the
 City of Escondido, California

ATTEST:

DocuSigned by:

 A58535D0BDC1430...
 ZACK BECK, City Clerk of the
 City of Escondido, California

STATE OF CALIFORNIA)
 COUNTY OF SAN DIEGO : ss.
 CITY OF ESCONDIDO)

I, Zack Beck, City Clerk of the City of Escondido, hereby certify that the foregoing ORDINANCE NO. 2024-08 passed at a regular meeting of the City Council of the City of Escondido held on the 11th day of December, 2024, after having been read at the regular meeting of said City Council held on the 10th day of July, 2024.

ZACK BECK, City Clerk of the
 City of Escondido, California

ORDINANCE NO. 2024-08



CITY of ESCONDIDO

FUTURE AGENDA

3/26/2025

PRESENTATION - FEASIBILITY STUDY FOR THE DEVELOPMENT OF THE AGX INNOVATION CENTER IN ESCONDIDO, CALIFORNIA

CONSENT CALENDAR - (C. MCKINNEY) - A RESOLUTION IN SUPPORT OF AN APPLICATION BY THE DEVELOPERS OF THE ROSEGATE PROJECT FOR TAX-EXEMPT BOND FUNDING OF DEVELOPMENT IMPACT FEES VIA THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY'S BOND OPPORTUNITIES FOR LAND DEVELOPMENT PROGRAM - Request the City Council adopt Resolution No. 2025-07 in support of an application by the developer of the Tesoro Square Project for tax-exempt bond funding of development impact fees. The application will be submitted to the California Municipal Finance Authority's ("CMFA") for consideration of funding via the Bond Opportunities for Land Development ("BOLD") Program.

CONSENT CALENDAR - (M. MCGUINNESS) - PROPERTY EASEMENT

CURRENT BUSINESS - (C. MCKINNEY) - 2024 ANNUAL REPORTING - HOUSING ELEMENT

CURRENT BUSINESS - (M. MCGUINNESS/C. MCKINNEY) - BEECH STREET APPEAL

4/2/2025

CONSENT CALENDAR - (A. MORROW) - CHANGE ORDER NO. 1 TO PURCHASE ORDER AGREEMENT NO. 39822 INCREASING THE ANNUAL PURCHASE AMOUNT OF FERRIC SULFATE FOR THE WATER TREATMENT PLANT - It is requested that the City Council adopt Resolution No. 2025-17, authorizing the Finance Department, Purchasing Division, to execute a change order increasing the annual purchase order for Ferric Sulfate by \$570,000.

CONSENT CALENDAR - (A. MORROW) - CHANGE ORDER NO. 4 TO PURCHASE ORDER AGREEMENT NO. 39330 INCREASING THE ANNUAL PURCHASE AMOUNT FOR HAULING AND BENEFICIAL REUSE OF BIOSOLIDS BY \$160,000 AND APPROVE THE FIRST ONE YEAR OPTION TO RENEW FOR FISCAL YEAR 25/26. It is requested that the City Council adopt Resolution No. 2025-18, authorizing the Finance Department, Purchasing Division, to execute a change order increasing the annual purchase order for the hauling and beneficial reuse of the Hale Avenue and Resource Recovery Facility (HARRF) biosolids by \$160,000 and authorizing the Mayor to execute an amendment to the Public Service Agreement with Tule Ranch/Western Express Transporter's, Inc./Ag Tech LLC, to exercise the first one-year option to renew for the hauling and beneficial reuse of biosolids for the HARRF for fiscal year 2025-26.

CONSENT CALENDAR - (A. MORROW) - CONTINUING REPAIR OF THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN - It is requested that the City Council adopt Resolution No. 2025-19 declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

CONSENT CALENDAR - (C. MCKINNEY) - RICK ENGINEERING ON-CALL SERVICES - Request for Budget Authorization in the amount of \$125,000 and Approval of First Amendment to the Agreement with Rick Engineering for On-Call Planning Services

CONSENT CALENDAR - (C. MCKINNEY) - FOXLEY DRIVE ACCEPTANCE OF THE PREVIOUSLY OFFERED ROW DEDICATION

CONSENT CALENDAR - (C. MCKINNEY) - AWARD CONSTRUCTION CONTRACT FOR TRAFFIC SIGNAL IMPROVEMENTS AT WASHINGTON AVE AND ROSE ST