



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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**WEDNESDAY, OCTOBER 11, 2023**

**4:00 PM - Closed Session**

**5:00 PM - Regular Session**

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

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

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

#### **MAYOR**

Dane White

#### **DEPUTY MAYOR**

Joe Garcia (District 2)

#### **COUNCILMEMBERS**

Consuelo Martinez (District 1)

Christian Garcia (District 3)

Michael Morasco (District 4)

#### **CITY MANAGER**

Sean McGlynn

#### **CITY ATTORNEY**

Michael McGuinness

#### **CITY CLERK**

Zack Beck

#### **HOW TO WATCH**

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

##### **In Person**



201 N. Broadway

##### **On TV**



Cox Cable Channel 19 and U-verse Channel 99

##### **Online**



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



# CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 11, 2023

## HOW TO PARTICIPATE

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

### In Person



Fill out Speaker Slip and Submit to City Clerk

### In Writing



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

## ASSISTANCE PROVIDED

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





# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 11, 2023

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### CLOSED SESSION

4:00 PM

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#### CALL TO ORDER

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

#### ORAL COMMUNICATIONS

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

#### CLOSED SESSION

##### 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: Police Officers' Association Non-Sworn Personnel Bargaining Unit
- c. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Firefighters' Association Safety and Non-safety Bargaining Unit
- d. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: ECEA Unit (SUP)
- e. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Maintenance and Operations Bargaining Unit (Teamsters Local 911 and ACE)

#### ADJOURNMENT



# CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 11, 2023

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## REGULAR SESSION

5:00 PM Regular Session

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### MOMENT OF REFLECTION

City Council agendas allow an opportunity for a moment of silence and reflection at the beginning of the meeting to be led by the City Clerk. The City does not endorse, sponsor or sanction any particular religion and any remarks made are to allow all individuals to personally reflect, contemplate, pray, or meditate as they deem appropriate.

### FLAG SALUTE

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

### CALL TO ORDER

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

### PROCLAMATIONS

National Fire Prevention Week, October 8-14, 2023

National Disability Employee Awareness Month, October 2023

National Hispanic Heritage Month September 15 to October 15, 2023

### CLOSED SESSION REPORT

### ORAL COMMUNICATIONS

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

### CONSENT CALENDAR

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





# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 11, 2023

**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:

- 376443 – 376635 dated August 23, 2023
- 376636 – 376861 dated August 30, 2023
- 376862 – 377001 dated September 06, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

**3. APPROVAL OF MINUTES: Regular Meeting of September 13, 2023, Special Meeting of September 25, 2023, and Council Vision Workshop Meeting of September 27, 2023**

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

**5. APPROVE CONTRACT AMENDMENTS FOR THE CITRACADO PARKWAY EXTENSION PROJECT**

Request the City Council adopt Resolution No. 2023-120, authorizing a change order to the construction contract with Flatiron West, Inc. in the amount of \$1,493,621.38 and adopt Resolutions 2023-121, 2023-122 and 2023-123 authorizing consultant contract amendments with AECOM Technical Services, Inc., Brian F. Smith and Associates, and TY Lin International in the amount of \$158,919, \$515,530.71 and \$845,013, respectively, for the Citracado Parkway Extension Project (“Project”).

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

Presenter: Julie Procopio, City Engineer

- a) Resolution No. 2023-120
- b) Resolution No. 2023-121
- c) Resolution No. 2023-122
- d) Resolution No. 2023-123



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 11, 2023

**6. APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR FIRE CAPTAIN JOHN FRYDAY**

Request the City Council adopt Resolution No. 2023-129, approving the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Fire Captain John Fryday.

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2023-129

**7. ANIMAL CONTROL SERVICES AGREEMENT WITH THE SAN DIEGO HUMANE SOCIETY**

Request the City Council adopt Resolution No. 2023-135 authorizing the Mayor to execute, on behalf of the City, an Animal Services Agreement with the San Diego Humane Society ("Agreement") for a term of 15 months, at a rate of \$115422 per month, with an optional Administrative Extension of six months.

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

Presenter: Edward Varso, Chief of Police

a) Resolution No. 2023-135

**8. FISCAL YEAR 2023-24 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AND BUDGET ADJUSTMENT**

Request the City Council adopt Resolution No. 2023-133 authorizing the Escondido Police Department to accept a Fiscal Year 2023-24 California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program ("STEP") Grant in the amount of \$495,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. The Police Department will use grant funds to pay salary and benefits for one full-time DUI traffic enforcement officer, traffic safety supplies, DUI checkpoints, saturation patrols, and traffic safety enforcement details.

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

Presenter: Edward Varso, Chief of Police

a) Resolution No. 2023-133



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 11, 2023

**9. FISCAL YEAR 2023-24 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT**

Request the City Council adopt Resolution No. 2023-134 authorizing the Escondido Police Department to accept a Fiscal Year 2023-24 California Office of Traffic Safety (“OTS”) Pedestrian and Bicycle Safety Program Grant in the amount of \$25,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. The Police Department will use grant funds to pay for police officer overtime for educational programs related to bicycle and pedestrian safety, and to provide bicycle helmets, educational materials and safety supplies to community members.

Staff Recommendation: Approval (Police Department: Edward Varso)

Presenter: Edward Varso, Chief of Police

a) Resolution No. 2023-134

### **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.)

**10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING THE TERM OF A PREVIOUSLY EXECUTED DEVELOPMENT AGREEMENT FOR THE 661 BEAR VALLEY PARKWAY DEVELOPMENT**

Approved on September 13, 2023 with a vote of 5/0.

a) Ordinance No. 2023-12 (Second Reading and Adoption)

**11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO EXECUTE, ON BEHALF OF THE CITY, SCHOOL RESOURCE OFFICER AGREEMENT**

Approved on September 13, 2023 with a vote of 5/0.

a) Ordinance No. 2023-13 (Second Reading and Adoption)



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 11, 2023

### PUBLIC HEARING

#### **12. 2023 OMNIBUS ZONING CODE UPDATE – PL23-0329**

Request the City Council conduct a public hearing on the 2023 Omnibus Zoning Code Update and act on the recommendation of the Planning Commission to introduce Ordinance No. 2023-15, amending the Escondido Zoning Ordinance in various Articles and the Escondido Subdivision Ordinance in one Article to address changes in State law, correct errors, and clarify or improve existing regulations in Articles 1 (General Provisions and Definitions), 6 (Residential Zones), 36 (Cargo Container Restrictions), 39 (Off-Street Parking), 55 (Grading and Erosion Control), 61 (Administration and Enforcement), 63 (Transient Lodging Facilities), 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units), and 79 (East Valley Parkway Overlay Zone) of Chapter 33; and Article 2 (Tentative Maps) of Chapter 32.

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

Presenter: Veronica Morones, City Planner

a) Ordinance No. 2023-15 (First Reading and Introduction)

### CURRENT BUSINESS

#### **13. SAN DIEGO COUNTY WATER AUTHORITY**

Request the City Council receive a presentation regarding the recent rate adoption by the San Diego County Water Authority.

Staff Recommendation: None (City Council: Consuelo Martinez, Councilmember)

#### **14. APPROVAL OF THE CITY'S MEMBERSHIP TO THE NORTH COUNTY DISPATCH JOINT POWERS AUTHORITY AND EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE PROVISION OF FIRE DEPARTMENT DISPATCHING SERVICES**

Request the City Council adopt Resolution No. 2023-95 approving the City of Escondido ("City") becoming a Member Agency of the North County Dispatch Joint Powers Authority ("NCDJPA") and authorizing the Mayor, on behalf of the City, to execute the attached Joint Exercise of Powers Agreement with NCDJPA for the provision of Fire Department dispatching services.

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

Presenter: John Tenger, Fire Chief; Jeff Sargis, Deputy Fire Chief; Ed Varso, Police Chief

a) Resolution No. 2023-95



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 11, 2023

### **15. FINANCIAL REPORT FOR FISCAL YEAR 2022/23**

Request the City Council receive and file the annual financial report for Fiscal Year 2022/23.

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

Presenter: Christina Holmes, Director of Finance

### **FUTURE AGENDA**

### **16. FUTURE AGENDA**

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

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

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

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

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

#### **ORAL COMMUNICATIONS**

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#### **ADJOURNMENT**

#### **UPCOMING MEETING SCHEDULE**

Wednesday, October 18, 2023	4:00 & 5:00 PM	Regular Meeting, <i>Council Chambers</i>
Wednesday, October 25, 2023	4:00 & 5:00 PM	Regular Meeting, <i>Council Chambers</i>



# CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 11, 2023

## **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.



**AFFIDAVITS**

**OF**

**ITEM**

**POSTING –**

- PL23-0329 – 2023 OMNIBUS ZONING CODE AMENDMENT



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

**NOTICE OF PUBLIC HEARING**

The Escondido City Council will hold a public hearing, in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, CA at 5 p.m. on **Wednesday, October 11, 2023**, to consider the item below:

**ZONING CODE AMENDMENT – PL23-0329:**

**REQUEST** A series of amendments to the Escondido Zoning Ordinance and one amendment to the Escondido Subdivision Ordinance to address changes in state laws, correct errors, and clarify or improve existing regulations. The proposal involves minor amendments to Chapter 33, including Articles 1 (General Provisions and Definitions), 6 (Residential Zones), 36 (Cargo Container Restrictions), 39 (Off-Street Parking), 55 (Grading and Erosion Control), 61 (Administration and Enforcement), 63 (Transient Lodging Facilities), 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units), and 79 (East Valley Parkway Overlay Zone); and to Chapter 32 Article 2 (Tentative Maps).

**PROPERTY SIZE AND LOCATION:** Citywide

**ENVIRONMENTAL STATUS:** The proposed code amendments are categorically exempt pursuant to Public Resources Code section 21080.17 and California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3), 15282(h), 15304, and/or 15378(b) as they do not qualify as a "project" under CEQA.

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

**PLANNING COMMISSION ACTION:** On September 26, 2023 the Project was presented before the Planning Commission.

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

The City of Escondido recognizes its obligation to provide equal access to public services for individuals with disabilities. Please contact the American Disabilities Act (A.D.A.) coordinator (760) 839-4643 with any requests for reasonable accommodations at least 24 hours prior to the meeting. The City of Escondido does not discriminate against any person with a handicapped status. All interested persons are invited to attend the meeting.

The staff report will be available at the Escondido Planning Division, 201 N. Broadway, Escondido, CA 92025; and on the City's website at <https://escondido-ca.municodemeetings.com/> after Thursday, October 5, 2023.

**For additional information, please contact Veronica Morones, City Planner, at (760) 839-4548, or via email at [vmorones@escondido.org](mailto:vmorones@escondido.org), and refer to Case No. PL23-0329.**

A handwritten signature in blue ink that reads "Zack Beck".

Zack Beck, City Clerk  
 City of Escondido  
 September 28, 2023





# STAFF REPORT

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October 11, 2023  
File Number 0400-40

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## **SUBJECT**

APPROVAL OF WARRANT REGISTER (COUNCIL)

## **DEPARTMENT**

Finance

## **RECOMMENDATION**

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

376443 – 376635 dated August 23, 2023

376636 – 376861 dated August 30, 2023

376862 – 377001 dated September 06, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

## **FISCAL ANALYSIS**

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

August 17 – August 23, 2023 is \$4,409,759.13

August 24 – August 30, 2023 is \$3,034,119.79

August 31 – September 06, 2023 is \$1,332,403.19

## **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

STAFF REPORT



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### CLOSED SESSION

4:00 PM

### CALL TO ORDER

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

### ORAL COMMUNICATIONS

None.

### CLOSED SESSION

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

- a. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Police Officers' Association Sworn Personnel Bargaining Unit
- b. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Police Officers' Association Non-Sworn Personnel Bargaining Unit
- c. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Firefighters' Association Safety and Non-safety Bargaining Unit
- d. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: ECEA Unit (SUP)
- e. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Maintenance and Operations Bargaining Unit (Teamsters Local 911 and ACE)

### ADJOURNMENT



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Mayor White adjourned the meeting at 4:42 p.m.

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MAYOR

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CITY CLERK



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### REGULAR SESSION

5:00 PM Regular Session

### MOMENT OF REFLECTION

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

### FLAG SALUTE

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

### CALL TO ORDER

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

### PROCLAMATIONS

Gifts 2 Help Day, September 18, 2023

California Native American Day, September 22, 2023

### CLOSED SESSION REPORT

### ORAL COMMUNICATIONS

Elsa Lopez – Expressed concern over the DUI checkpoints by Escondido Police Department.

Peter Chittadara – Expressed concern over the proposed water rate increases.

William and Jeanne Jasper – Expressed concern that Interfaith Community Services exacerbates the issues of homelessness in Escondido.

### CONSENT CALENDAR



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Motion to the consent items, except items 10 and 11: Morasco; 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:

- 376072 – 376190 dated August 09, 2023
- 376191 – 376442 dated August 16, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. **APPROVAL OF MINUTES: Regular Meetings of August 16, 2023 and August 23, 2023**

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

5. **FISCAL YEAR 2022 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM AWARD AND BUDGET ADJUSTMENT**

Request the City Council adopt Resolution No. 2023-105 authorizing the Escondido Fire Department to accept FY 2022 Assistance to Firefighters Grant (AFG) funds; authorize the Fire Chief or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. The Department of Homeland Security has authorized the City of Escondido to spend its funds on equipment to protect the public. The Fire Department will receive \$104,992.72 from this award. (File Number 0480-70)

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

Presenter: Jeff Sargis, Deputy Fire Chief

a) Resolution No. 2023-105

6. **2024 HOLIDAY SCHEDULE**

Request the City Council adopt Resolution No. 2023-116 designating the dates that City offices will be closed in the year 2024 for holiday observances. (File Number 0700-80)

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2023-116



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

**7. APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE OFFICER OMAR MONDRAGON**

Request the City Council adopt Resolution No. 2023-127, approving the California Public Employees’ Retirement System (CalPERS) Industrial Disability Retirement for Police Officer Omar Mondragon. (File Number 0170-57)

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2023-127

**8. FINAL MAP UNDER CONSIDERATION FOR APPROVAL**

Request the City Council approve the following Final Maps that have been filed for approval by the City Engineer in accordance with Ordinance No. 2022-02: Tract SUB18-0008 at 555 W. Grand Avenue: W Grand Residence Condominiums (33 condominiums). (File Number 0800-10)

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

Presenter: Julie Procopio, City Engineer

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

Request the City Council adopt Resolution No. 2023-124 awarding the construction contract to Eagle Paving Company, Inc., determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$6,181,000.00 for the 2022/23 Street Rehabilitation and Maintenance Project – Phase 2 (“Project”). (File Number 0600-10; A-3473)

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

Presenter: Julie Procopio, City Engineer

a) Resolution No. 2023-124

**10. PURCHASE ONE (1) CATERPILLAR 930M WHEEL LOADER**

Request the City Council adopt Resolution No. 2023-119 authorizing the Fleet Services Division of the Public Works Department to purchase one (1) Caterpillar 930M Wheel Loader



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

from Hawthorne Machinery of San Diego, California, in the amount of \$302,471.49 by utilizing a cooperative purchase agreement through Sourcewell, Contract No. 032119-CAT, and approving the disposal of the surplus equipment via auction. (File Number 0600-10; A-3474)

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

Presenter: Jeramiah Jennings, Fleet Maintenance Superintendent

a) Resolution No. 2023-119

Rick Paul – Expressed opposition to this item.

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

**11. APPROVAL OF PUBLIC SERVICES AGREEMENT WITH WISCONSIN LDV, INC. FOR THE PURCHASE OF A CUSTOM MOBILE COMMAND CENTER**

Request the City Council adopt Resolution No. 2023-128, authorizing the Mayor to execute, on behalf of the City, a Public Services Agreement with Wisconsin LDV, Inc. in the amount of \$1,573,235 for the purchase of a custom Mobile Command Center. (File Number 0600-10; A-3475)

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

Presenters: Mark Petersen, Police Captain; Lisa Rodelo, Deputy Director of Police Support Services

a) Resolution No. 2023-128

Rick Paul – Expressed concern about the cost of the mobile command center.

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

**12. SCHOOL RESOURCE OFFICER AGREEMENT**

Request the City Council adopt Ordinance No. 2023-13 authorizing the Chief of Police to execute, on behalf of the City, a School Resource Officer (“SRO”) Agreement with the Escondido Union School District. The SRO program allows local schools, the Escondido Police Department, and the community to provide a safe learning environment for students and school staff. The SRO Agreement states that the City will provide one uniformed, regularly appointed, full-time peace officer for the Escondido Union School Districts at a cost of \$160,000 for the 2023-2024 school year, which will be reimbursed by the school district. (File Number 0600-10; A-3476)





# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

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

Presenter: Edward Varso, Chief of Police

a) Ordinance No. 2023-13 (First Reading and Introduction)

### **13. UPDATE TO ECONOMIC DEVELOPMENT WORK PLAN BUSINESS SUPPORT CAPITAL PROJECT**

Request the City Council Receive and File an updated project description for the Economic Development Work Plan Business Support Capital Improvement Project. (File Number 1020-75)

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

Presenter: Pedro Cardenas, Management Analyst

### **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.)

### **14. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A TEXT AMENDMENT TO THE DOWNTOWN SPECIFIC PLAN TO ALLOW RESTAURANTS WITHIN THE CREEKSIDE NEIGHBORHOOD DISTRICT**

Approved on August 16, 2023 with a vote of 5/0.

a) Ordinance No. 2023-11 (Second Reading and Adoption)

### **PUBLIC HEARING**

### **15. PL23-0270 – EXTENSION OF TIME FOR 661 BEAR VALLEY PARKWAY DEVELOPMENT AGREEMENT**

Request the City Council adopt Ordinance No. 2023-12, authorizing the Mayor to execute, on behalf of the City, a First Amendment to Development Agreement approving a two-year Extension of Time for the 661 Bear Valley Parkway Development Agreement. (File Number 0600-10; A-3097-1)

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

Presenter: Ivan Flores, Associate Planner



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

a) Ordinance No. 2023-12 (First Reading and Introduction)

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

### CURRENT BUSINESS

#### 16. REVIEW OF CAMPAIGN CONTRIBUTION LIMITS

Request the City Council review campaign contribution limits and related campaign control amendments. (File Number 0680-10)

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

Presenter: Zack Beck, City Clerk

Motion to default to State of California campaign contribution limits: Morasco; Second: White; Approved: 4-1 (Martinez – No)

### FUTURE AGENDA

#### 17. 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)

Martinez – Update rates from the San Diego County Water Authority

### COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

#### CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

#### ORAL COMMUNICATIONS

None.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### ADJOURNMENT

Mayor White adjourned the meeting at 5:57 p.m.

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MAYOR

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CITY CLERK



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### CLOSED SESSION

3:00 PM

### CALL TO ORDER

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

### ORAL COMMUNICATIONS

Ralph Ginese – Requested the Council approve requests from ECEA in the new labor agreement.

### 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: Police Officers' Association Non-Sworn Personnel Bargaining Unit
- c. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Firefighters' Association Safety and Non-safety Bargaining Unit
- d. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: ECEA Unit (SUP)
- e. Agency Representative: Sean McGlynn, City Manager, or designee  
Employee Organization: Maintenance and Operations Bargaining Unit (Teamsters Local 911 and ACE)

### ADJOURNMENT



# CITY *of* ESCONDIDO

## COUNCIL MEETING MINUTES

Mayor White adjourned the meeting at 3:55 p.m.

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MAYOR

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CITY CLERK



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### REGULAR SESSION

4:00 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: C. Garcia, J. Garcia, Martinez, Morasco, White

### CLOSED SESSION REPORT

### ORAL COMMUNICATIONS

None.

### CONSENT CALENDAR

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

**1. 480 N. SPRUCE LEASE AGREEMENT WITH BIG AND BOLD WHOLESALE**

Request the City Council adopt Resolution No. 2023-130, authorizing the Mayor to execute, on behalf of the City of Escondido as Successor Agency to the Redevelopment Agency of the City of Escondido ("Successor Agency"), a Lease Agreement with Big and Bold Wholesale, for the use of the Successor Agency owned property located at 480 Spruce Street, for wholesale of kitchen remodeling material and the storage of material inside the building and outdoors, and the Broker's Commission Agreement for the services provided by Kidder Matthews



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

representing the Successor Agency and Venture Pacific Commercial Services representing the Lessee. (File Number 0600-10; A-3477)

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

Presenter: Jennifer Schoeneck, Director of Economic Development

a) Resolution No. 2023-130

### FUTURE AGENDA

#### 2. FUTURE AGENDA

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

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

### COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

#### CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

#### ORAL COMMUNICATIONS

None.

#### ADJOURNMENT

Mayor White adjourned the meeting at 4:01 p.m.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### SPECIAL MEETING / WORKSHOP

12:00 p.m. Special Meeting

**1. CALL TO ORDER**

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

**2. ORAL COMMUNICATION**

Neil Sholander – Requested the City increase pay for essential workers.

**3. COUNCIL VISION AND STRUCTURAL DEFICIT STRATEGY WORKSHOP PART 2**

Council reviewed new revenue options; defined essential city services; directed staff to conduct a community survey; discussed methods for providing direction to staff; and authorized the City Manager to explore the business-model scenario outlined during the June 7, 2023 City Council Meeting.

**4. ADJOURNMENT**

Mayor White adjourned the meeting at 5:00 p.m.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK





# STAFF REPORT

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## ITEM NO. 4

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### SUBJECT

### WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

### ANALYSIS

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

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

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

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

### RECOMMENDATION

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

Respectfully Submitted,

Zack Beck  
City Clerk



# STAFF REPORT

October 11, 2023

File Number 0600-10; A-3058-8; A-3325-3; A-3059-12

## SUBJECT

### APPROVE CONTRACT AMENDMENTS FOR THE CITRACADO PARKWAY EXTENSION PROJECT

## DEPARTMENT

Development Services

## RECOMMENDATION

It is requested that the City Council adopt Resolution No. 2023-120, authorizing a change order to the construction contract with Flatiron West, Inc. in the amount of \$1,493,621.38 and adopt Resolutions 2023-121, 2023-122 and 2023-123 authorizing consultant contract amendments with AECOM Technical Services, Inc., Brian F. Smith and Associates, and TY Lin International in the amount of \$158,919, \$515,530.71 and \$845,013, respectively, for the Citracado Parkway Extension Project (“Project”).

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

Presenter: Julie Procopio, City Engineer

## FISCAL ANALYSIS

There are adequate funds in the budget for the Citracado Parkway Extension Project to cover the cost of the proposed change order and amendment amounts. Funds in excess of \$5.6-million remain available in the Project budget. The Project is funded with a combination of funding sources including a \$12.5-million Local Partnership Program grant, TransNet, Traffic Impact Fees, and a contribution from the Palomar Hospital project. The construction phase is estimated to cost \$33-million.

## PREVIOUS ACTION

On May 11, 2022 the City Council authorized the Mayor to execute an agreement with Flatiron West, Inc. in the amount of \$23,792,400.50 to complete the Citracado Parkway Extension Project.

On August 1, 2012, the City Council approved a design contract with AECOM in the amount of \$2,135,356. On June 22, 2022, the City Council authorized the Mayor to execute Amendment 10 with AECOM in the amount of \$469,249 to provide design support services during construction. Since that time staff has approved Amendment 11 to AECOM’s agreement in the amount of \$188,520 for review and monitoring of a blasting plan to address shallow rock, additional geotechnical review for the bridge abutments and soil nail wall, and re-design of Project sound wall foundations required to address utility conflicts, shallow groundwater, and rock.



# CITY of ESCONDIDO

## STAFF REPORT

On August 1, 2012, the City Council approved a professional services contract with Brian F. Smith and Associates, Inc. in the amount of \$496,000. On June 6, 2021, the City Council authorized the Mayor to execute Amendment 7 with Brian F. Smith and Associates in the amount of \$691,064 to provide continued archeological services for mitigation and oversight during construction.

On February 5, 2020, the City Council approved a contract with TY Lin International, Inc. for construction management and constructability review in the amount of \$1,596,544. On June 22, 2022, the City Council authorized the Mayor to execute Amendment 1 with TY Lin International, Inc. in the amount of \$982,162.51 to support a longer anticipated construction duration based on a detailed constructability review that determined the timeline necessary to complete the Project. Since that time, staff has approved Amendment 2 to TY Lin’s agreement in the amount of \$191,295 for additional construction management and inspection of sound wall foundation construction required due to the presence of shallow rock and excessive groundwater.

### **BACKGROUND**

Construction of the Project began on September 6, 2022. The original contract completion date was in February 2024. As a result of rainfall experienced toward the end of 2022 and in early 2023, the Project now has an estimated completion in late June 2024. Higher than average rainfall has resulted in a longer duration of construction as well as a higher than anticipated groundwater table. These conditions have resulted in an increase in the cost of construction and construction management. In addition, to mitigate the presence of shallow groundwater, rock, and unforeseen utilities, additional re-design efforts have also been required by the design engineer.

### **Construction Changes:**

The Environmental Impact Report for the Project requires noise-reducing sound walls along much of the existing segment of Citracado Parkway. Ground water levels in the area of the required sound walls have risen significantly causing a differing site condition that required a modified, slower and more costly method of construction of the sound wall foundations. Each wall footing required placement of a steel casing to allow installation of the steel reinforcing and concrete foundations. In addition, drilling was required in some areas where shallow rock was encountered. Change orders to the Flatiron West, Inc. contract in the amount of \$1,493,621.38 were necessary due to the extra work associated with construction of sound walls on the east-side of Citracado Parkway.

Similar groundwater and rock conditions are anticipated on the west side of Citracado Parkway and are expected to result in additional construction costs. To mitigate potential costs, one segment of sound wall is being re-designed with this amendment to provide a shallower footing that is anticipated to reduce the risk of exposure to rock and groundwater.



# CITY of ESCONDIDO

## STAFF REPORT

Staff requests that the City Council approve change orders issued to date to the construction contract with Flatiron West, Inc. in the amount of \$1,493,621.38 to address unforeseen conditions encountered during construction of the easterly sound wall.

### **Construction Management Changes:**

An amendment to the agreement with TY Lin, the construction management consultant, is requested due to winter impacts to the Project. Progress on the Project was slowed as a result of the contractor’s creek diversion being overtopped causing flooding of bridge foundation excavations approximately a dozen times, and requiring additional environmental compliance reporting and inspection. As a result, work on the bridge was paused between January and April 2023; however, work on other Project components continued when conditions allowed.

Unforeseen groundwater and rock resulted in the need for continuous inspection of the sound wall footings to track the time and materials necessary to determine the appropriate construction change order amount, resulting in four months of additional inspection in the amount of \$120,000. In addition, the new sound wall construction method required testing of the piles resulting in added costs in the amount of approximately \$48,000. The construction duration was extended by four months due to rain delays which have resulted in additional construction management cost of \$640,000. Staff recommends a contract amendment with TY Lin in the amount of \$845,013 to ensure construction management and quality assurance of the Project through its anticipated completion date.

### **Design Support:**

An amendment to the agreement with AECOM, the design consultants, is recommended due to winter impacts to the Project. During the course of construction, AECOM has supported re-design of sound wall foundation depths and pier locations for the easterly walls in response to encountering shallow groundwater, excessive rock, and utilities. On the west side of Citracado, re-design of one sound wall to change the footing type and additional design changes to a second sound wall are anticipated. The Project installs potable and recycled water lines for Rincon Water District. Changes requested by Rincon have resulted in an estimated \$70,000 in re-design costs, which are to be reimbursed by Rincon in accordance with the Agreement between the City and Rincon. In addition, the added construction duration is expected to result in additional Project management costs. Staff recommends authorization of a contract amendment with AECOM in the amount of \$158,919 for design support through the anticipated duration of construction.

### **Cultural Monitoring:**

An amendment to the agreement with Brian F. Smith & Associates, Inc., Project archeologist, is recommended due to added volumes of cultural soil, the high density of cultural deposits encountered during processing of cultural materials, and added monitoring of construction activities. Over three



# CITY of ESCONDIDO

## STAFF REPORT

hundred cubic yards of soil were added for screening due to changes required in utility alignment and to provide additional storage area for pumped groundwater. In addition, the high number of culturally sensitive items found during screening of cultural soil has slowed laboratory processing of materials, in some cases requiring three times the effort to process and catalog excavated artifacts to meet Project permitting requirements of 100% recovery of cultural artifacts such as arrowheads, beads, tools, and burial items. Additional monitoring is needed as a result of the extended construction duration, additional potholing and required revisions to utility line installation. Staff recommends a contract amendment with Brian F. Smith and Associates, Inc. in the amount of \$515,530.71 for additional mitigation support, including cultural monitoring, reporting and artifact curation.

Brian F. Smith & Associates, Inc. was purchased by Perennial Environmental I, LLC. Please refer to the assignment consent attached to Resolution No. 2023-121.

### **Project Status:**

The Project is more than 50% complete. The bridge slab (driving surface) was being recently placed. Project sound walls on the easterly (northbound) side of Citracado Parkway are complete.

Over the next several months, the contractor will be continuing to import soil for the extended roadway on each side of the new bridge. Along the existing segment of Citracado Parkway, the sound walls on the westerly (southbound) side of the roadway will be constructed. This work will be followed by SDG&E's work to relocate existing vaults and install service points to connect street lights and traffic signals. Installation of irrigation within the existing segment of Citracado Parkway will also begin. The overall Project is expected to be complete in June 2024.

### **RESOLUTIONS**

- a. Resolution No. 2023-120
- b. Resolution No. 2023-121 w/Assignment Consent
- c. Resolution No. 2023-122
- d. Resolution No. 2023-123

## RESOLUTION NO. 2023-120

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING CHANGE ORDERS TO THE PUBLIC IMPROVEMENT AGREEMENT WITH FLATIRON WEST, INC. FOR THE CONSTRUCTION OF THE CITRACADO PARKWAY EXTENSION PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program (“CIP”) Budget for the Citracado Parkway Extension Project; and

WHEREAS, on May 11, 2022, the City Council adopted Resolution No. 2022-56 authorizing execution of a Public Improvement Agreement with Flatiron West, Inc. in the amount of \$23,792,400.50 for the construction of the Citracado Parkway Extension Project (“Project”); and

WHEREAS, the City Council recognizes that approval of a change order for the Project is required to continue and complete construction of the Project; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize the City Engineer to execute a construction change order with Flatiron West, Inc. in an amount not to exceed \$1,493,621.38.

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

1. That the above recitations are true.
2. That the City Council approves construction change orders issued to date with Flatiron West, Inc. for the construction of the Citracado Parkway Extension Project totaling \$1,493,621.38.
3. That staff retains the authority to approve change orders up to ten-percent of the total contract amount in accordance with the Municipal Code.

RESOLUTION NO. 2023-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, THE EIGHTH AMENDMENT TO THE CONSULTING AGREEMENT WITH PERENNIAL ENVIRONMENTAL I, LLC FOR THE CITRACADO PARKWAY EXTENSION PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the Citracado Parkway Extension Project (“Project”); and

WHEREAS, Brian F. Smith & Associates entered into an Asset Purchase Agreement (“Agreement”) with Perennial Environmental I, LLC (“Perennial”) in October 2022 (See Exhibit “B”); and

WHEREAS, on October 20, 2022, the City of Escondido provided written consent to the Agreement, confirming that the City’s agreement will remain in full force and effect with Perennial in accordance with the terms of the agreement; and

WHEREAS, additional archeological services are required of Perennial Environmental I, LLC to support the construction of the Project in the amount of \$515,530.71.

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

1. That the above recitations are true.
2. That the Mayor is authorized to execute, on behalf of the City, an Eighth Amendment to the Consulting Agreement with Perennial Environmental I, LLC, which is attached and incorporated to this Resolution as Exhibit “A”, and subject to final approval as to form by the City Attorney.
3. That the City Manager is authorized to approve additional amendments to this contract up to \$200,000 in accordance with the Municipal Code.



CITY OF ESCONDIDO  
EIGHTH AMENDMENT TO CONSULTING AGREEMENT

This Eighth Amendment to Consulting Agreement (“Eighth Amendment”) is made and entered into as of the last signature date set forth below (“Effective Date”),

Between:                   CITY OF ESCONDIDO  
a California municipal corporation  
201 N. Broadway  
Escondido, CA 92025  
Attn: Julie Procopio  
760-839-4001  
("CITY")

And:                       Perennial Environmental I, LLC  
a Texas limited liability company  
dba BFSA Environmental Services  
14040 Poway Road, Suite A  
Poway, CA, 92064  
Attn: Brian F. Smith  
858-679-8218  
("CONSULTANT").

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

WHEREAS, the Parties entered into that certain Consulting Agreement dated August 22, 2012, which was subsequently amended by a First Amendment dated February 5, 2014, Second Amendment dated September 9, 2014, Third Amendment dated September 13, 2017, Fourth Amendment dated October 1, 2018, Fifth Amendment dated January 14, 2020, Sixth Amendment dated November 16, 2020, and Seventh Amendment dated July 19, 2021 (collectively, the “Agreement”), wherein the CITY retained CONSULTANT to provide consulting services related to the construction of the City’s Citracado Parkway Extension Project, as more specifically described in the Agreement; and

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

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

1. The CONSULTANT shall furnish all of the Services described in “Attachment A” to this Eighth



Amendment.

2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **\$515,530.71**, pursuant to the conditions contained in "Attachment A" to this Eighth Amendment.
3. All other terms of the Agreement not referenced in this Eighth Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Eighth Amendment, this Eighth Amendment shall prevail.
4. This Eighth Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
5. This Eighth Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Eighth Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
6. Unless a different date is provided in this Eighth Amendment, the effective date of this Eighth Amendment shall be the latest date of execution set forth by the names of the signatories below.

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

CITY OF ESCONDIDO

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

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

Perennial Environmental I, LLC

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

\_\_\_\_\_  
Signature

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

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

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

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

## **ATTACHMENT "A"**

### Scope of Work

#### **A. General**

Perennial Environmental I, LLC, a Texas limited liability company ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with continued Cultural Resources Mitigation Monitoring Program (the "Mitigation Program") services and construction monitoring as required to comply with the approved Environmental Impact Report for the Citracado Parkway Extension Project ("Project"), and as part of the Memorandum of Agreement ("MOA") attached to the United States Army Corps of Engineers ("USACE") Clean Water Act Section 4041 Permit for this Project.

#### **B. Location**

Consultant shall provide services as required for all excavation and disturbance of cultural soil within the Project site, including the existing portion from West Valley Parkway to South Andreasen Drive, Escondido. Please see **Exhibit 1** to this Scope of Work, which is attached hereto and incorporated by this reference, for the Project site map.

#### **C. Services**

1. Services provided pursuant to the Eighth Amendment shall be in accordance with the Consultant's proposal, which is attached hereto as **Exhibit 2** to this Scope of Work and incorporated herein by this reference.
2. All services provided pursuant to the Eighth Amendment shall be consistent with the MOA requirements.

#### **D. Scheduling**

Inquires relating to this Eighth Amendment, including scheduling and coordination with City staff, shall be directed to Matt Souttere at 760-214-4718 or msouttere@escondido.org.

#### **E. Contract Price and Payment Terms**

The contract price of this Eighth Amendment shall not exceed **\$515,530.71**. The contract price of this Eighth Amendment includes all labor, materials, equipment, and transportation required to perform the work, and shall bring the cumulative contract price of the Agreement to \$3,227,756.46.

Services shall be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

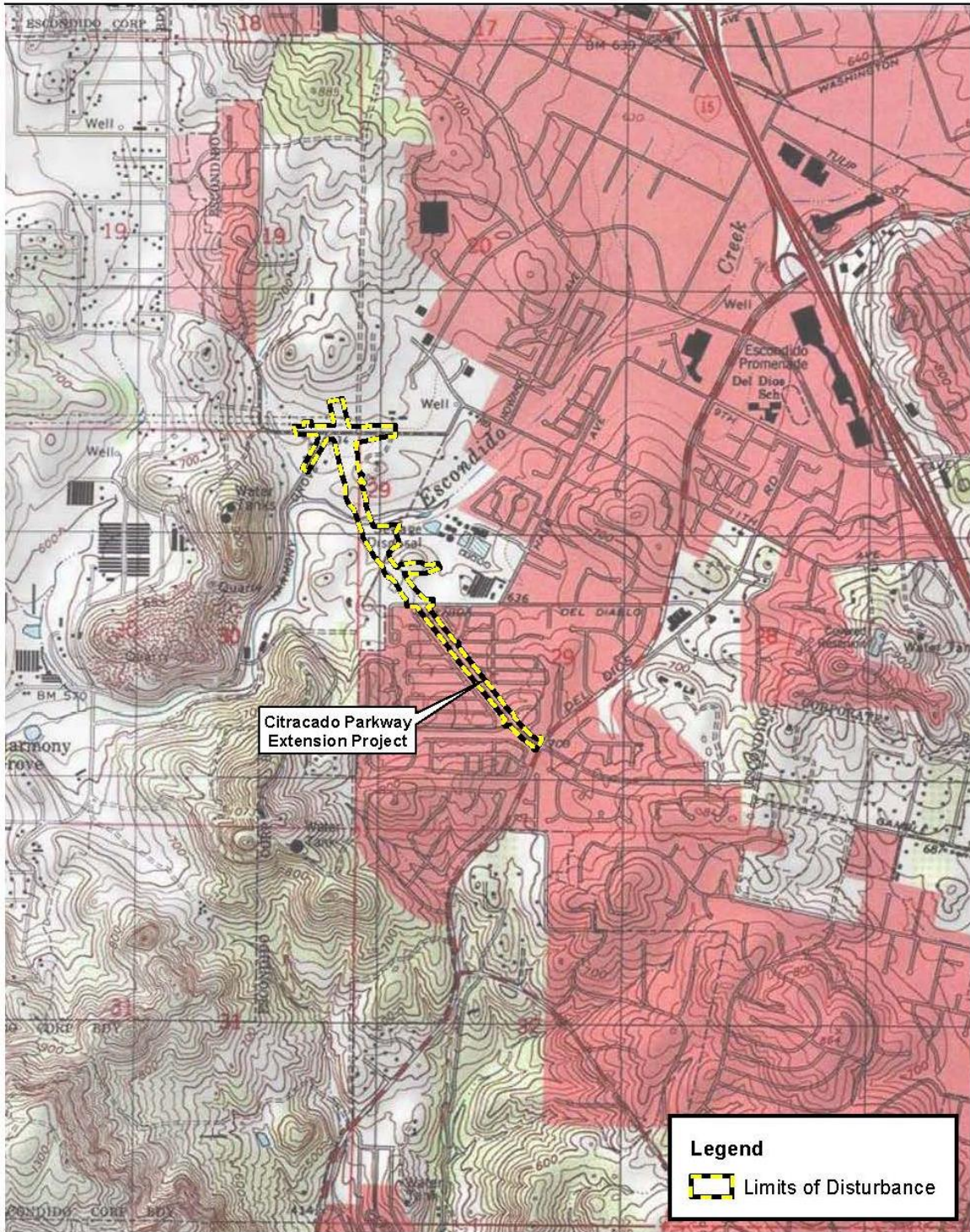
The service rates as described in **Exhibit 2** to this Scope of Work, which is attached hereto and incorporated by this reference, shall remain firm throughout the term of this Eighth Amendment.

#### **F. Term**

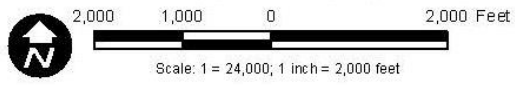
The term of this Eighth Amendment shall be from the Effective Date of this Eighth Amendment through the date of **Notice of Completion** for the Project, which shall be filed by the City with the County of San Diego after all Project improvements and closeout documents are accepted by the City Engineer. Project completion is anticipated by December 2025.

# EXHIBIT "1"

## Project Site Map



Source: USGS 7.5' Quadrangles, Escondido 1975, Valley Center 1975, Rancho Santa Fe 1983, San Marcos 1983; AECOM 2011



## EXHIBIT "2"

### Cultural Resources Mitigation Monitoring Program and Construction Monitoring Proposal

#### Scope of Work

The MMRP for the Citracado Parkway Extension Project will be directed by Consulting Archaeologist Brian Smith and Senior Archaeologist Tracy Stropes. All archaeological field work and monitoring of earthwork will be completed by BFSA staff. Native American monitoring will be provided by Saving Sacred Sites for the Luiseno and Red Tail Environmental for the Kumeyaay. The task to be accomplished by BFSA and the Native American participants are provided below:

#### Task 6A. Bulk Screening of Cultural Soil:

All cultural soil generated by the controlled grading, the supplemental data recovery excavation, or any archaeological excavation of discovered features or potentially significant deposits will be screened to recover all cultural materials and any human remains larger than one-eighth of an inch. This work was included in Amendment 7.

Additional work to redesign the layout of the required screening area is necessary due to revisions requested by the project contractor to open additional space for their work. This work includes staff time to revisit the site, take measurements of available area, review constraints of available area, and redesign of the previously approved work area to complete required screening of cultural soil. During construction of the project it was determined that additional cultural soil requires screening, so additional monitoring by Native American Monitors and extended use of equipment is needed to bring soil for screening and later spread residual soil for drying is needed.

Added Cost This Task:       \$87,764

#### Task 9 Archaeological Monitoring of Construction Grading and SDG&E Work:

All grading and earthwork within the construction zone related to the Citracado Parkway Extension Project shall be monitored by a qualified archaeologist. The archaeological monitor will be responsible for the production of a daily monitoring log to record the location of daily monitoring and any recovery of archaeological materials. Within the limits of grading, particular attention will be paid to the cultural resources identified within the Area of Potential Effects, including SDI 12,209 and SDI-8280, two known culturally sensitive areas within the project footprint. This task will also include any earthwork related to the relocation of the SDG&E power pole relocation work at SDI-12,209. This work was included in Amendment 7.

Significant changes to both potable and reclaimed water systems included in the project along with other utility systems deeper than originally designed, and now in cultural soil require additional work to monitor potholing and installation of facilities in the area of the Escondido Creek's northern levee are necessary to ensure compliance with environmental permitting requirements.

Added Cost This Task:       \$39,098.03

#### Task 11 Pre-Construction Meeting:

Prior to the initiation of grading and underground construction, the contractor organized a preconstruction training of all personnel scheduled to work on the grading and underground construction phases of the project. This training process will be part of the preconstruction meeting. The purpose of this training will be a worker education program to instruct the workforce about the cultural resources associated with the project, the sensitivity of these resources to the Native American community, and



the protocols to be followed should any workers encounter artifacts during work on the project. The project archaeologist shall conduct the worker education program and shall include the Native American representatives as part of the presentation of Native American concerns. The contractor shall video-record the worker education program and require all personnel not attending the initial preconstruction meeting to view the training video prior to working on the grading and underground construction portion of the project.

Within the City's construction project are smaller projects requiring archeological oversight. Additional work to prepare and attend all other preconstruction meetings related to this project is required to ensure that all workers that could potentially encounter cultural resources are trained to be aware of these resources and notify appropriate staff to preserve them.

Added Cost This Task:           \$9,660

Task 16A Laboratory Processing of Artifact Collections:

Final cataloging of the extensive artifact collections from the controlled grading process from 2020, 2021, and now 2022 will take place at the BFSa laboratory. Special studies, including radiocarbon dating, faunal analysis, obsidian hydration and sourcing, and flake attribute analysis, may be conducted to exhaust the research potential of the site areas impacted by the project. At the conclusion of the laboratory processing, all non-repatriated artifacts shall be prepared for permanent curation at the San Diego Archaeological Center (SDAC) unless the Native American representatives request reburial of artifacts at the KLPA. The scope of this task will be based upon the results of any subsequent data recovery excavations needed to address discoveries made during the controlled grading process. Further, if other cultural deposits are discovered within the project alignment outside of the area of controlled grading at SDI-12,209, and additional artifact collections are generated, the laboratory processing of that material would be added to this task. The SDAC will require a fee to accept collections from this project. The fee is dependent upon the size of the collection.

Once initial screening and preliminary sorting of cultural material is completed at the project site, all material collected is brought to a laboratory for greater review by archeological staff and Native American representative. Due to added soils and higher than anticipated quantities of material and cultural deposits, additional work to process, catalog and document findings is needed to remain compliant with project permits. Because the added excavated soil is very culturally rich, additional time to review collected samples as with previously collected materials. Because of the culturally rich soil, Native American monitors are inclined to provide more oversight reviewing our staffs processing of the added soils. Their participation is allowed and encouraged.

Added Cost This Task:           \$379,008.68

**Total Added Costs for All Tasks:           \$515,530.71**



Brian F. Smith and Associates, Inc.

*Archaeology / Biology / History / Paleontology / Air Quality / Traffic / Acoustics*

October 5, 2022

Via Electronic Mail and Federal Express

Julie Procopio, P.E.  
Engineering Services Director/City Engineer  
City of Escondido  
201 North Broadway  
Escondido, California 92025

Re: Request for Consent to Assign the General Agreement for Consulting Services with Brian F. Smith and Associates, Inc for the Citracado Parkway Extension Project.

Dear Julie:

Reference is made to the General Agreement for Consulting Services dated April 12, 2021 by and between Brian F. Smith and Associates, Inc. (the "Company") and the City of Escondido ("Customer"). The Company (BFSA) anticipates entering into an Asset Purchase Agreement (the "Purchase Agreement") with Perennial Environmental I, LLC, d/b/a BFSA Environmental Services, a Perennial Company (the "Purchaser"). Under the Purchase Agreement, the Company agrees to sell certain of its assets to Purchaser, the closing of which is expected to occur on or about October 15, 2022 (the "Transaction"). In connection with the Transaction, the Company has agreed to assign the Agreement to Purchaser effective as of the closing date of the Transaction (the "Assignment").

The Company hereby requests your written consent on behalf of Customer to the Assignment and with your signature below, on behalf of the Customer, you hereby: (i) consent to the Assignment, subject to the closing of the Transaction; and (ii) confirm that the Agreement shall remain in full force and effect with the Purchaser in accordance with the terms of the Agreement. Purchaser will notify you shortly after the closing of the Transaction to inform you that the Assignment has taken place. This consent letter is intended to fully satisfy the requirements with respect to the assignment provisions contained in the Agreement. Neither the Assignment, nor this consent letter, will modify in any manner the terms and conditions of the Agreement, other than the change in the Agreement to the counterparty of Purchaser following the closing of the Transaction.

This consent letter may be executed in counterparts and by facsimile, electronic mail or .pdf signature, each of which when so executed shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

If you require any further information, please do not hesitate to contact me. Otherwise, please sign and return this consent letter to me at 14010 Poway Road, Suite A, Poway California 92064 no later than October 15, 2022. If it is more convenient, you can email the assignment letter to me at bsmith@bfsa-ca.com.

Thank you in advance for your cooperation.

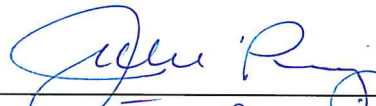
Sincerely,



Brian F. Smith  
President, Brian F. Smith and Associates, Inc.

Agreed and Approved

City of Escondido

By:   
Name: Julie Proop  
Title: City Engineer  
Date: 10/20/2022

## RESOLUTION NO. 2023-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A TWELFTH AMENDMENT TO THE CONSULTING AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR THE CITRACADO PARKWAY EXTENSION PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the Citracado Parkway Extension Project (“Project”); and

WHEREAS, additional design services are required of AECOM Technical Services, Inc. to support the construction of the Project in the amount of \$158,919.

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

1. That the above recitations are true.
2. That the Mayor is authorized to execute, on behalf of the City, a Twelfth Amendment to the Consulting Agreement with AECOM Technical Services, Inc. which is attached and incorporated to this Resolution as Exhibit “A”, and subject to final approval as to form by the City Attorney.
3. That the City Manager is authorized to approve additional amendments to this contract up to \$200,000 in accordance with the Municipal Code.





CITY OF ESCONDIDO  
TWELFTH AMENDMENT TO CONSULTING AGREEMENT

This Twelfth Amendment to Consulting Agreement (“Twelfth Amendment”) is made and entered into as of the last signature date set forth below (“Effective Date”),

Between: CITY OF ESCONDIDO  
a California municipal corporation  
201 N. Broadway  
Escondido, CA 92025  
Attn: Julie Procopio  
760-839-4001  
("CITY")

And: AECOM Technical Services, Inc.  
a California corporation  
401 West A Street, Suite 1200  
San Diego, CA 92101  
Attn: Jason Fischer  
(619) 610-7600  
("CONSULTANT").

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

WHEREAS, the Parties entered into that certain Consulting Agreement dated August 20, 2012, which was subsequently amended by a First Amendment dated March 17, 2014, a Second Amendment dated March 10, 2014, a Third Amendment dated July 10, 2014, a Fourth Amendment dated November 3, 2014, a Fifth Amendment dated June 11, 2015, a Sixth Amendment dated May 25, 2017, a Seventh Amendment dated September 30, 2019, an Eighth Amendment dated May 12, 2020, a Ninth Amendment dated March 9, 2021, a Tenth Amendment dated July 15, 2022, an Eleventh Amendment dated September 2023 (collectively, the “Agreement”), wherein CITY retained CONSULTANT to provide services for final plans and specifications for the Citracado Parkway Extension project, as more specifically described in the Agreement; and

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

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions

set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. The CONSULTANT shall furnish all of the Services described in "Attachment A" to this Twelfth Amendment.
2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **\$158,919**, pursuant to the conditions contained in "Attachment A" to this Twelfth Amendment.
3. All other terms of the Agreement not referenced in this Twelfth Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Twelfth Amendment, this Twelfth Amendment shall prevail.
4. This Twelfth Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
5. This Twelfth Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Twelfth Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
6. Unless a different date is provided in this Twelfth Amendment, the effective date of this Twelfth Amendment shall be the latest date of execution set forth by the names of the signatories below.

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

CITY OF ESCONDIDO

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

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

AECOM Technical Services, Inc.

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

\_\_\_\_\_  
Signature

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

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

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

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

## ATTACHMENT "A"

### A. General

AECOM Technical Services, Inc., a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to the City's Citracado Parkway Extension project ("Project").

### B. Location

Consultant to provide services in relation to the Project, including certain services located at the Project site as depicted in Exhibit 1 to this Attachment A, which is attached hereto and incorporated by this reference.

### C. Services

Consultant shall provide services as described in Exhibit 2 to this Attachment A, which is attached hereto and incorporated by this reference. In the event of a conflict between Exhibit 2 and this Twelfth Amendment (including this Scope of Work), the terms of this Twelfth Amendment shall prevail.

### D. Scheduling

Inquires relating to this Twelfth Amendment, including scheduling and coordination with City staff, shall be directed to Matt Souttere at 760-214-4718 or msouttere@escondido.org.

### E. Contract Price and Payment Terms

The contract price of this Twelfth Amendment shall not exceed **\$158,919**. The contract price of this Twelfth Amendment shall bring the cumulative Agreement price to **\$4,306,085.50**.

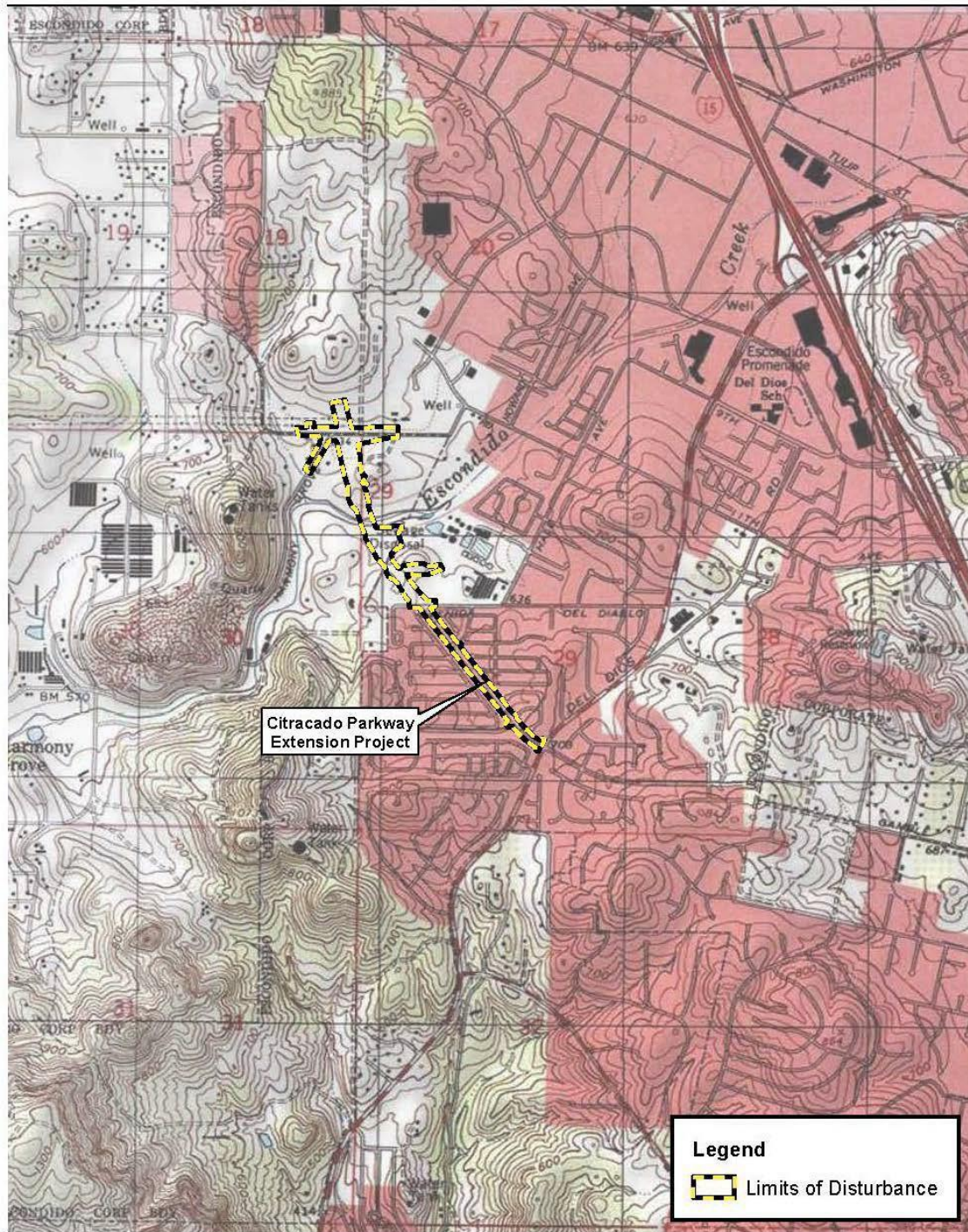
The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed per original contract. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services. Consultant shall not bill the City for any transportation costs associated with travel to and from the project site.

See the Exhibit 3 to this Attachment A, which is attached hereto and incorporated by this reference, for Consultant's hour and cost estimates per task.

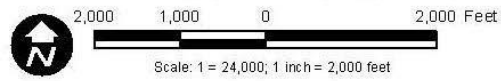
### F. Term

The term of this Twelfth Amendment shall be from the Effective Date of this Twelfth Amendment through the date of **Notice of Completion** for the Project which shall be filed by the City with the County of SD. This is anticipated by December 2025.

# EXHIBIT 1



Source: USGS 7.5' Quadrangles, Escondido 1975, Valley Center 1975, Rancho Santa Fe 1983, San Marcos 1983; AECOM 2011





## **EXHIBIT 2**

### **Scope of Work**

#### **Design Services During Construction (DSDC)**

##### **DSDC 2 Additional Coordination w/Construction Management Team and Field Visits**

AECOM will coordinate with and provide consultation to the City of Escondido Project Manager and the City's Construction Management (CM) team to provide project design support, either in person or via telephone or email during the construction phase of the project. AECOM will attend meetings with the City of Escondido and its oversight staff, and meetings with utility owners or others to resolve issues. AECOM staff may conduct site visits to respond to RFIs, develop change orders, or perform other specific tasks.

The total level of effort for this task will not exceed 72 hours, as shown in the cost proposal in **Exhibit 3**, unless additional effort and budget is authorized by the City in a future amendment.

##### **DSDC 4 Respond to Additional Requests for Information (RFI)**

AECOM will review and respond to Contractor-generated RFIs forwarded from the City of Escondido CM and issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of the Contractor's work. Any orders requiring variations from the contract documents, as determined by the Designers of Record will be presented to the City for approval prior to issuing a formal response.

AECOM will review up to 75 RFIs and provide written clarifications and responses to the CM within five (5) working days. All responses will be transmitted electronically to the City of Escondido and the CM via email. For cost proposal purposes, six (6) hours are assumed per RFI.

##### **DSDC 5 Prepare Additional Design Revisions**

AECOM will prepare revisions to design plans and technical specifications as directed by the City of Escondido. Modifications to the project plans and specifications may be required prior to and during the construction phase of the project. AECOM will work with the City of Escondido CM team to assess the purpose for implementing a potential change, to develop an appropriate solution, and to then develop corresponding revisions to the plans and specifications. Design revisions include the redesign of Sound Wall 6 to address differing site conditions. Design revisions and additional designs will be transmitted in PDF file format.

The total level of effort for this task will not exceed 887 hours, which includes an additional 527 hours as shown in the cost proposal in Exhibit 3, unless additional budget is authorized by the City in a future amendment.

##### **DSDC 6 Review Additional Submittals**

As the engineer of record, AECOM will review the following submittals from the contractor per City request: bridge prestressing system, temporary support of casings, bearing pads, soil nail wall construction system, and structural and shotcrete mix designs, as requested.

AECOM will review up to 15 submittals or resubmittals. It is assumed that the listed submittals

from the contractor will involve multiple reviews, referred to as rounds, by AECOM. Each submittal round shall be counted as a separate review. For cost proposal purposes, five (5) hours are assumed for each submittal round - one (1) hour for AECOM's construction manager and four (4) hours for AECOM's structural engineer.

### **Assumptions**

- This scope is a services contract, the only exception being the contractual deliverables and associated fixed schedule noted below.
- All full-time on-site geotechnical inspection and materials testing services are being provided by the City or their consultant Construction Manager and are not included in AECOM's scope of work.

### **Deliverables**

- Revisions to Sound Wall 6 by October 20, 2023.

### EXHIBIT 3

Task		Estimated Hours	Estimated Labor Cost
DSDC 2	Additional Coordination w/Construction Management Team and Field Visits	72	\$17,304
DSDC 4	Respond to 75 Additional Requests for Information (RFI)	235	\$115,390
DSDC 5	Prepare Additional Design Revisions	527	\$6,984
DSDC 6	Review 15 Additional Submittals	140	\$19,241
	<b>Total</b>	<b>1,068</b>	<b>\$158,919</b>

## RESOLUTION NO. 2023-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A THIRD AMENDMENT TO THE CONSULTING AGREEMENT WITH TY LIN INTERNATIONAL FOR THE CITRACADO PARKEWAY EXTENSION PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the Citracado Parkway Extension Project (“Project”); and

WHEREAS, additional construction management services are required of TY Lin International to support the construction of the Project in the amount of \$845,013.

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

1. That the above recitations are true.
2. That the Mayor is authorized to execute, on behalf of the City, a Third Amendment to the Consulting Agreement with TY Lin International, which is attached and incorporated to this Resolution as Exhibit “A”, and subject to final approval as to form by the City Attorney.
3. That the City Manager is authorized to approve additional amendments to this contract up to \$200,000 in accordance with the Municipal Code.





CITY OF ESCONDIDO  
THIRD AMENDMENT TO CONSULTING AGREEMENT

This Third Amendment to Consulting Agreement ("Third Amendment") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between:                   CITY OF ESCONDIDO  
                                  a California municipal corporation  
                                  201 N. Broadway  
                                  Escondido, CA 92025  
                                  Attn: Julie Procopio  
                                  760-839-4001  
                                  ("CITY")

And:                        T.Y. Lin International  
                                  a California corporation  
                                  404 Camino del Rio South, Suite 700  
                                  San Diego, CA, 92108  
                                  Attn: Joseph Smith  
                                  619-692-1920  
                                  ("CONSULTANT").

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

WHEREAS, the Parties entered into that certain Consulting Agreement dated March 9, 2020 ("Agreement"), which was subsequently amended by a First Amendment dated August 11, 2022, and a Second Amendment in September 21, 2023 (collectively, the "Agreement"), wherein CITY retained CONSULTANT to provide services for construction management for the Citracado Parkway Extension Project, as more specifically described in the Agreement; and

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

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

1. The CONSULTANT shall furnish all of the Services described in "Attachment A" to this Third Amendment.
2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **\$845,013**, pursuant to the conditions contained in "Attachment A" to this Third Amendment.

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

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

CITY OF ESCONDIDO

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

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

T.Y. Lin International

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

\_\_\_\_\_  
Signature

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

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

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

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

## **ATTACHMENT "A"**

### Scope of Work

#### **A. General**

T.Y. Lin International, a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with continued consulting services related to the construction of the City's Citracado Parkway Extension Project ("Project").

#### **B. Location**

Consultant shall provide continued services as required for improvements being constructed within the Project site, including the existing portion from West Valley Parkway to South Andreasen Drive, Escondido. Please see **Exhibit 1** to this Scope of Work, which is attached hereto and incorporated by this reference, for the Project site map.

#### **C. Services**

1. Consultant shall continue to provide construction management, inspection, environmental, and material and testing services for Project improvements, including but not limited to overall management of construction support team, coordination of utility redesigns and coordination of construction inspection with Project work, inspection of all street and bridge improvements, public outreach to affected residents and response to Project inquiries, environmental inspections-oversite and permit extensions, and material testing of all materials placed as part of the Project.
2. Services provided pursuant to the Third Amendment shall be in accordance with the Consultant's proposal, which is attached hereto as **Exhibit 2** to this Scope of Work and incorporated herein by this reference.

#### **D. Scheduling**

Inquires relating to this Third Amendment, including scheduling and coordination with City staff, shall be directed to Matt Souttere at 760-214-4718 or msouttere@escondido.org.

#### **E. Contract Price and Payment Terms**

The contract price of this Third Amendment shall not exceed **\$845,013**. The contract price of this Third Amendment includes all labor, materials, equipment, and transportation required to perform the work, and shall bring the cumulative contract price of the Agreement to **\$3,623,260.51**.

Services shall be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

The service rates as described in **Exhibit 3** to this Scope of Work, which is attached hereto and incorporated by this reference, shall remain firm throughout the term of this Third Amendment.

#### **F. Term**

The term of this Third Amendment shall be from the Effective Date of this Third Amendment through the date of **Notice of Completion** for the Project, which shall be filed by the City with the County of San Diego after all Project improvements and closeout documents are accepted by the City Engineer. Project completion is anticipated by December 2025.





## EXHIBIT 2

### T.Y. Lin International

#### Construction Management, Inspection, and Material Testing of Project Work

##### A. General.

Consultant shall continue to provide construction management, inspection, environmental, and material and testing services for Project improvements, including but not limited to overall management of construction support team, coordination of utility redesigns and coordination of construction inspection with Project work, inspection of all street and bridge improvements, public outreach to affected residents and response to Project inquiries, environmental inspections-oversite and permit extensions in an effort to provide quality assurance in accordance with the City's Quality Assurance Plan.

##### B. Additional Services.

Consultant shall provide the City with the following continued work per the original Agreement, and for an extended duration of construction pursuant to this Third Amendment and wage rates reflected in Exhibit 3.

1. Coordination of all aspects of construction, including coordination of all subconsultants that test, inspect, monitor environmental components of Project and update Project permits, as well as coordination and implementation of utility improvements by AT&T, Rincon, and SDG&E that are associated with the Project, continued resolution to submitted requests for information (RFI's), review and approval of submittals, review and approval of progress payments.
2. In depth review and response through resolution to Project change order requests and claims submitted by the Project contractor.
3. In depth review and response to submitted construction schedules for City approval.
4. Provide inspections for Project soil nail wall and bridge.
5. Provide inspections for Project sound walls on southbound Citracado from Avenida Del Diablo to W. Valley Parkway to ensure conformance for revised wall designs.
6. Roadway Inspections, including but not limited to construction of new curb and gutter, sidewalk, driveways, pavement and slurry, and installation of irrigation and other underground utilities.
7. Materials testing of street improvements and sound wall piers.
8. Perform required environmental surveys, construction monitoring and coordination, and permit extensions ensuring Project permitting remains in good standing for the duration of the Project.
9. Public relations coordinator notifying affected residents of upcoming construction, providing updates and responding to resident concerns.
10. Labor compliance reviewing all submitted payroll, apprentice, etc., ensuring contractor compliance for the duration of the Project.

Item 5.

Prepared for: City of Escondido  
 CITRACADO PARKWAY EXTENSION PROJECT  
 STAFFING PLAN, COSTS and FEES  
 7/17/2023



Exhibit A

Finish date mid May 2024 per current Schedule (CPM)

Estimate to Complete July 1, 2023 to End of job

NAME	POSITION	Construction												Post activities		Fee Estimate								
		2023						2024						2023		2024		ODCs		Total		Subtotal per Firm		
		Jun 200	July 160	Aug 200	Sep 160	Oct 160	Nov 200	Dec 160	Jan 160	Feb 160	Mar 200	Apr 160	May 160	Jun 200	Hours	\$	Hours	\$	\$	Hours	\$	%		%
<b>T.Y. LIN INTERNATIONAL</b>																								
JOSEPH SMITH, PE	PROJECT MANAGER/RESIDENT ENGINEER																							
BRIAN ROCHELLE, PE	DEP RE/STRUCTURE REP/FIELD ENGINEER		160	200	160	160	200	160	160	160	200	160	160	1040	\$205,253	840	\$170,754	\$80,000	1880	\$456,007	30.65%	Earthspectives ODCs	57.4%	
JOHN WILLIAMSON, PE	BRIDGE INSPECTOR/FIELD ENGINEER		160	200	160	160	200	160	160	80				1040	\$205,253	240	\$48,787		1280	\$254,040	17.08%			
ADRIANNA CARO	SOUNDWALL INSPECTOR	Added hours in separate proposal																						
WADE DURANT, PE	SCHEDULE REVIEWS/CCOs/CLAIMS		80	80	80	80	80	80	60	40	8	40		480	\$109,238	148	\$34,692		628	\$143,930	9.68%			
<b>Kleinfelder</b>																								
DERICK LONDON	ASSISTANT RESIDENT ENGINEER/RDWHY INSPECTOR		160	200	160	160	200	160	160	160	200	160		1040	\$187,417	680	\$126,218	\$10,000	1720	\$323,635	21.76%	\$524,114	35.2%	
ANNA FINLAY	PUBLIC RELATIONS MANAGER		16	16	16	16	8	8	8	8	8	8		80	\$9,523	40	\$4,904	\$1,200	120	\$15,627	1.05%			
KRISTA GOODMAN	PUBLIC RELATIONS COORDINATOR		8	8	8	8	8	4						44	\$2,541	0	\$0		44	\$2,541	0.17%			
JAMAL HANNA	ELECTRICAL/SIGNAL INSPECTOR		8	8	24	40	40	50	40	20	8	8	8	170	\$31,383	84	\$15,972	\$750	254	\$48,105	3.23%			
	MATERIAL TESTING/REPORTS		80	80	80	80	80	80	60	60	60	40	20	480	\$64,831	240	\$33,388	\$20,000	720	\$118,218	7.95%			
	MATERIALS PM/ENGINEER		6	6	6	6	6	6	6	6	6	6	10	36	\$8,104	34	\$7,883		70	\$15,987	1.07%			
<b>Helix</b>																								
KARL OSMUNDSON	ENVIRONMENTAL COMPLIANCE COORDINATOR		4	4	4	4	8	8	8	8	40	4	4	32	\$7,924	64	\$16,323		96	\$24,246	1.63%	\$93,918	6.3%	
DANE VAN TAMELEN	SENIOR PERMITTED WILDLIFE BIOLOGIST						8	8	16	16	16	8	8	24	\$2,966	64	\$8,148		88	\$11,114	0.75%			
ALEXANDER WALSH	ASSISTANT BIOLOGIST MONITOR		48	48	48	48	48	48	40	40	40	48	20	288	\$31,147	188	\$20,942		476	\$52,089	3.50%			
ERICA HARRIS	SENIOR SCIENTIST													0	\$0	0	\$0		0	\$0	0.00%			
SEAN BOHAC	GIS													0	\$0	0	\$0		0	\$0	0.00%			
MARY ROBBINS WADE	CULTURAL RESOURCES PRINCIPAL INVESTIGATOR								36					0	\$0	36	\$6,469		36	\$6,469	0.43%			
<b>SAFEWORK (DBE)</b>																								
KATHY KEATING	LABOR COMPLIANCE		8	8	8	8	8	8	8	8	8	8	8	48	\$7,684	48	\$7,914		96	\$15,598	1.05%	\$15,598	1.0%	
	LABOR COMPLIANCE													0	\$0	0	\$0		0	\$0	0.00%			
<b>N.W. PAPAC CONSULTING</b>																								
WAYNE PAPAC	Utility Coordinator/Inspector													0	\$0	0	\$0		0	\$0	0.00%	\$0	0.0%	
<b>Supplimental Work</b>																								
														0	\$0	0	\$0		0	\$0				
														0	\$0	0	\$0		0	\$0				
														4802	\$873,262.53	2706	\$502,394.82	\$111,950.00	7508	\$1,487,607	100%	Totals	100%	

Job to date		Remaining per	
June 2023 Invoice	Total	June 2023 Invoice	
\$1,060,273.58	\$1,914,249.96	\$216,305.16	
\$605,457.00		\$39,253.74	
\$410,267.26		\$155,629.74	
\$4,419.00		\$4,552.00	
\$40,130.32		\$16,869.68	
\$524,015.47	\$1,048,129.69	\$381,418.39	
\$333,595.36	CS	\$328,128.14	
\$190,420.11	MT	\$53,290.25	
\$186,191.32	\$280,109.61	\$57,426.00	
\$20,903.36	\$36,501.81	\$6,375.16	
\$56,312.38	\$56,312.38	\$78.06	
\$69,407	\$69,407	\$0	Supplemental
<b>\$1,917,103</b>	<b>\$3,404,711</b>	<b>\$661,603</b>	
74%		26%	

\$19,009	3% Mark-up on Subconsultants
<b>\$1,506,616</b>	<b>Total Fee to Complete</b>
\$661,603	Amount remaining
<b>\$845,013</b>	<b>Additional amount required</b>

<b>\$2,578,707</b>	<b>Current Total Budget</b>
\$661,603	Amount remaining



# STAFF REPORT

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October 11, 2023  
File Number 0170-57

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## SUBJECT

**APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR FIRE CAPTAIN JOHN FRYDAY**

## DEPARTMENT

Human Resources

## RECOMMENDATION

Request the City Council adopt Resolution No. 2023-129, approving the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Fire Captain John Fryday.

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

Presenter: Jessica Perpetua, Director of Human Resources

## FISCAL ANALYSIS

None.

## PREVIOUS ACTION

None.

## BACKGROUND

Captain John Fryday filed for a Service pending Industrial Disability Retirement on September 6, 2023, as a 62-year-old Fire Captain. He has been employed by the City of Escondido since September 1996. The basis for Mr. Fryday's Service Pending Industrial Disability Retirement application is confirmed by medical reports from Dr. Richard Greenfield. Mr. Fryday's condition is orthopedic in nature (left knee). Accordingly, Mr. Fryday is incapacitated within the meaning of the Public Employee's Retirement Law for performance of his usual and customary duties in the position of Fire Captain.

Under state law, CalPERS requires the City Council to adopt a resolution stating that competent medical evidence supports the granting of a Service Pending Industrial Disability Retirement. Based on medical evidence, staff recommends the City Council adopt Resolution No. 2023-129, approving the CalPERS Industrial Disability Retirement for Fire Captain John Fryday to be effective October 12, 2023.

## RESOLUTION

- a. Resolution No. 2023-129

RESOLUTION NO. 2023-129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR FIRE CAPTAIN JOHN FRYDAY

WHEREAS, the City of Escondido (the “City”) is a contracting agency of the California Public Employees’ Retirement System (“CalPERS”); and

WHEREAS, the California Public Employees’ Retirement Law (Government Code Section § 20000 et seq.) (“California law”) requires that the City determine whether an employee classified as a local safety member is disabled for purpose of the California law and whether such disability is “industrial” within the meaning of such law; and

WHEREAS, John Fryday (“Employee”) filed an application with CalPERS on September 6, 2023, for a Service Pending Industrial Disability Retirement due to an orthopedic injury of the left knee; and

WHEREAS, the Employee, is employed by the City in the position of Fire Captain; and

WHEREAS, the City Council of the City of Escondido has reviewed the medical and other evidence relevant to this industrial disability.

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 does hereby find and determine that Employee is incapacitated within the meaning of the California Public Employees' Retirement Law for performance of his duties in the position of Fire Captain.

3. That the City Council certifies Resolution No. 2023-129 in accordance with Government Code Section § 21156, that this determination was made on the basis of competent medical opinion, and was not used as a substitute for the disciplinary process.

4. That the Employee had filed a Workers' Compensation claim for his disabling condition. The City accepted the Employee's Workers' Compensation claim.

5. That neither Employee nor the City of Escondido has applied to the Worker's Compensation Appeals Board for a determination pursuant to Government Code Section § 21166 whether such disability is industrial.

6. That the Employee's retirement date will be effective October 12, 2023, and his last day on paid status is October 11, 2023.

7. That there is not a possibility of third-party liability.

8. That the City will not make monthly Advanced Disability Pension Payments.

9. That the primary disabling condition is an orthopedic injury to his left knee, and arose out of and in the course of employment.

10. That there is competent medical opinion certifying the disabling condition to be permanent.

11. That based on information and belief, and on the information provided by City staff, the City Council certifies under penalty of perjury that all statements in this Resolution are true and correct.



# STAFF REPORT

October 11, 2023

File Number 0600-10; A-3478

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## SUBJECT

### ANIMAL CONTROL SERVICES AGREEMENT WITH THE SAN DIEGO HUMANE SOCIETY

## DEPARTMENT

Police Department

## RECOMMENDATION

Request that the City Council adopt Resolution No. 2023-135 authorizing the Mayor to execute, on behalf of the City, an Animal Services Agreement with the San Diego Humane Society (“Agreement”). The term of the Agreement is 15 months, from October 2023 through December 2024. At the end of the term, there is an optional Administrative Extension of six months. This Agreement allows the City to maintain its current monthly rate of \$115,422 through December 2024. Additionally, the approval of this short duration contract will allow staff necessary time to further research the future of animal control in the City of Escondido

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

Presenter: Edward Varso, Chief of Police

## FISCAL ANALYSIS

City staff analyzed several options for animal control services. The following factors were considered: cost effectiveness; scope of service; legal requirements; and community benefit. Staff researched agreements from other municipalities and in-house options for animal control services.

### Option 1 – Joint Powers Agreement (JPA)

A JPA study was completed in 2014 by Citygate Associates LLC. Cities included in the JPA study were Escondido, Oceanside, and San Marcos. At that time, Escondido’s annual contribution was estimated between \$1.6 to \$2 million. The annual cost would cover operating expenses. In addition, a shelter facility would need to be built. Bond measures could cover the cost of the facility. The JPA would take approximately four years to start. This option could still be considered in future years.

### Option 2 – In-house Animal Control Services

Staff research determined that in-house animal control services, comparable to the level of service provided by the San Diego Humane Society, would require approximately \$2 million dollars for annual operating costs. Additionally, a shelter facility would be needed. Based on the City of El Cajon’s



# CITY of ESCONDIDO

## STAFF REPORT

construction of an animal shelter, costs are estimated at \$14 million. This process would take several years to complete. While the City of El Cajon built their shelter and provided animal control services for a short period of time, they have since contracted with San Diego Humane Society for their animal control needs.

A major portion of animal control costs are related to veterinary services and animal care. Eliminating these aspects would result in high euthanasia rates and reduced services to the community. Even with these severe reductions, costs are still estimated at \$1.7 million for annual operating expenses. At this time, the San Diego Humane Society can provide a higher level of service at lower cost.

### Option 3 – Contract with Another Animal Control Entity

In an effort to explore all options, staff researched San Diego County Animal Services, however they discontinued services to the cities of Carlsbad, Del Mar, Encinitas, Santee, San Diego, and Solana Beach. Those cities now use San Diego Humane Society for their animal control needs. Chula Vista Animal Care Facility services other cities in close proximity. Coronado has its own facility. Staff will continue to research other animal control options.

### Animal Control Service Providers Throughout the County

Animal Control Provider	Cities Served													
San Diego Humane Society	Carlsbad	Del Mar	El Cajon	Encinitas	Escondido	Imperial Beach	La Mesa	Oceanside	Poway	San Diego	San Marcos	Santee	Solana Beach	Vista
Chula Vista Animal Care Facility	Chula Vista	Lemon Grove	National City											
Coronado Animal Control Facility	Coronado													

### Recommendation – Animal Control Agreement with San Diego Humane Society

To maintain a high level of specialized, wrap-around animal control services, it was determined to be in the City’s best interest to retain the San Diego Humane Society, a California nonprofit corporation.

The San Diego Humane Society services 13 municipalities within San Diego County. The proposed annual fees for the City of Escondido are comparable to rates paid by other cities.

The San Diego Humane Society calculates the City of Escondido’s animal control costs based on services specific to Escondido. The major portion of these expenses are related to:

- Veterinary services
- Animal intakes
- Animal care and shelter
- Humane law enforcement field services.



# CITY of ESCONDIDO

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### - Dog Licenses Issued

Philanthropic and charitable donations to the San Diego Humane Society cover about 50% of Escondido’s total animal control costs. The remaining expenses are included in the proposed Agreement annual payment.

After careful consideration and negotiation, the following commitments were established:

- Annual cost = \$1,385,064 (No increase from current agreement)

The San Diego Humane Society continues to explore options for reducing the City’s Agreement contribution. One possibility includes increasing fees to generate revenue, which would offset Escondido’s final expenses.

Pursuant to Section 13.2 of the Animal Services Agreement between the City of Escondido and the San Diego Humane Society, an Administrative Extension of 120 days was in the best interest of both parties. The Administrative Extension was agreed upon in June, 2023. October 28, 2023, is 120 days from the Agreement’s original termination date of June 30, 2023.

It is requested that the City Council adopt Resolution No. 2023-135 approving an Animal Services Agreement with the San Diego Humane Society. The proposed Agreement covers a period of 15 months, starting October 2023 and ending December 2024. At the end of this term, an administrative extension period of six months will allow further negotiations to establish a multi-year contract with the San Diego Humane Society. A minimum compensation increase by Consumer Price Index (CPI), but not to exceed 5%, will take effect on the first day of service within the Extension Period. The extension period from January 2024 - June 2024 could also be used to explore other animal control service options.

The Police Department’s FY 2023-24 Operating Budget covers annual expenses of \$1,385,064.

### PREVIOUS ACTION

On June 24, 2020, the City Council adopted Resolution No. 2020-89 to approve an animal control agreement with the San Diego Humane Society through FY 2023.

On May 22, 2019, the City Council adopted Resolution No. 2019-74 to approve a Second Amendment to the San Diego Humane Society Animal Control Services Agreement for a one-year extension.

On June 20, 2018, the City Council adopted Resolution No. 2018-107 approving a First Amendment to the Animal Control Services Agreement for a one-year extension.

On June 11, 2014, the City Council adopted Resolution No. 2014-65 approving a two-year Animal Control Services Agreement with two automatic one-year renewal periods with the San Diego Humane Society.



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On June 22, 2011, City Council adopted Resolution 2011-82, approving an animal control services agreement with Escondido Humane Society through June 30, 2014.

### BACKGROUND

#### Purpose

The purpose of this Agreement is to ensure the proper, humane and efficient handling, ownership, treatment and disposition of dogs, cats and other domesticated animals, and to ensure the enforcement of laws, ordinances and regulations of the State of California and of the City concerning the regulation, licensing, impounding and disposition of dogs, cats and other domestic animals within the City.

#### San Diego Humane Society Qualifications

San Diego Humane Society personnel have demonstrated their competence and professional qualifications necessary for the satisfactory performance of animal control services by virtue of their experience, training, education and expertise. The City has used the San Diego Humane Society for its animal control services since 2014, after it merged with the Escondido Humane Society.

Founded in 1880, the San Diego Humane Society is the oldest and most comprehensive animal welfare organization in San Diego County and one of the oldest and largest in the United States. It is a private not-for-profit 501(c)(3) organization. It receives funding from charitable contributions, corporate and foundation grants, investment income, retail sales, and fees from services provided.

The San Diego Humane Society served over 85,000 animals in 2022-2023 through pets admitted, wildlife rehabilitation, community services (spay/neuter, vaccination & microchips) and more. With campuses in El Cajon, Escondido, Oceanside and San Diego, San Diego Humane Society provides animal services for 13 cities within San Diego County.

#### SDHS Animal Services Provided for the City of Escondido

From July 1, 2022 through June 30, 2023, the San Diego Humane Society helped 6,549 animals in Escondido and provided the following services:

- Sheltered 2,829 animals
- Administered 4,884 rabies and distemper vaccines
- Microchipped 634 animals
- Licensed 4,201 animals



# CITY of ESCONDIDO

## STAFF REPORT

- Performed spay/neuter surgeries for 482 animals
- Responded to 3,266 humane law enforcement calls for service, including:
  - 139 Bite Reports
  - 145 Park Patrols
  - 238 Barking Dog Calls
  - 243 Notices of Complaint
  - 81 Citations

### Scope of Services

The San Diego Humane Society shall provide the services required by and in accordance with the laws, regulations, ordinances and codes of the State of California, the County of San Diego, and the City as specified by the proposed Agreement.

Animal Sheltering - San Diego Humane Society shall provide the City with animal shelter services to receive and care for all domestic animals delivered by members of the general public or Animal Field Services. The San Diego Humane Society shall also provide humane disposition of animals.

The San Diego Humane Society shall maintain an animal shelter at 3500 Burnet Drive, Escondido, CA 92027 which shall be open for public service and operation during reasonable days and hours of operation similar to other such facilities within the County of San Diego, and which shall comply with the standards described by the laws of the State of California, and the ordinances of the County and the City. Such animal shelter services shall include:

- The housing and care of stray domestic animals for the legal hold period according to the laws of the State of California, and the ordinances of the County and the City.
- The housing and care for domestic animals under rabies quarantine for the legal hold period according to the laws of the State of California and the ordinances of the County and the City.
- The housing and care for police and animal cruelty holds for a minimum of fourteen days.
- Providing lost and found opportunities for domestic animals brought to the shelter.



# CITY of ESCONDIDO

## STAFF REPORT

- The housing, care for, and the disposition of all animals coming into the possession of SDHS using safe and humane methods in accordance with the State of California laws and the ordinances of the County and the City.
- Assuming all expenses to maintain and operate the Shelter and properly care for the animals.
- Managing the dog license program for the City.

Animal Field Services – The San Diego Humane Society shall humanely and efficiently enforce all applicable animal field service laws, regulations, ordinances and codes of the City (and any County laws, regulations and ordinances as adopted by the City) pertaining to animal field services. The San Diego Humane Society shall provide the City with the following animal field services in response to complaints generated by the public, law enforcement and the City:

- Investigate and enforce animal cruelty laws and related activities
- Respond to calls for animal field services
- Pick up and care for injured domestic animals
- Address dangerous animal situations
- Monitor and respond to bites and enforce rabies quarantine requirements
- Investigate and enforce vicious or dangerous dog complaints and activities
- Patrol the city and impound stray dogs
- Respond to and investigate noise complaints
- Issue criminal and/or administrative citations for violations of City animal field services laws
- Testify in a court or administrative hearing regarding violations of animal field services laws
- Require Humane Officers to maintain qualifications under California Corporations Code section 14502 and California Penal Code section 830.9 capable of performing and enforcing the provisions of the City ordinance related to domestic animals
- Require Humane Officers to complete a course in training related to the exercise of his/her powers, this course shall meet the minimum standards prescribed by the Commission on Peace Officer Standards and Training and the State Humane Association of California, within one year of date of hire



# CITY of ESCONDIDO

## STAFF REPORT

Reports and Records – The San Diego Humane Society shall prepare and provide quarterly and annual reports for the City. These reports shall include information regarding: animal shelter operations; statistics concerning number of animals contacted, sheltered, and related disposition; citations processed; and field services performed.

Community Engagement – The San Diego Humane Society shall provide the following services related to community engagement:

- Public education
- Animal behavior modification program
- Seasonal 24-hour kitten nursery
- Pet education classes
- Community events
- Disaster response such as: Specialized Disaster Response Emergency Team; large and small animal evacuation; and large and small animal sheltering
- Affordable community veterinary assistance programs such as: spay/neuter; vaccinations including rabies clinics; microchipping; and safety net service programs
- Owner requested euthanasia.

Adoption of Resolution No. 2023-135 approving an animal control Agreement with the San Diego Humane Society will provide fifteen months of animal control services for the City of Escondido.

### RESOLUTIONS

- a. Resolution No. 2023-135
- b. Resolution No. 2023-135 Exhibit "A"



RESOLUTION NO. 2023-135

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A FIFTEEN MONTH ANIMAL CONTROL SERVICES AGREEMENT WITH THE SAN DIEGO HUMANE SOCIETY FOR ANIMAL CONTROL SERVICES

WHEREAS, it has been determined to be in the City’s best interest to retain professional services from the San Diego Humane Society to ensure the proper, humane and efficient handling, ownership, treatment and disposition of dogs, cats and other domesticated animals, and to ensure the enforcement of laws, ordinances and regulations of the State of California and of the City concerning the regulation, licensing, impounding and disposition of dogs, cats and other domestic animals within the City; and

WHEREAS, since July 1, 2014 the City has entered into agreements with the San Diego Humane Society to provide animal control and sheltering services for the City of Escondido; and

WHEREAS, the City of Escondido and the San Diego Humane Society agree to enter into a new agreement to continue services through 2024.

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

1. That the above recitations are true.
2. That the Mayor is hereby authorized to execute, on behalf of the City, an Animal Control Services Agreement (“Agreement”) with the Escondido Humane Society from October 20, 2023, through December 31, 2024. A copy of the Agreement is attached to this resolution as Exhibit "A" and is incorporated by this reference, subject to final approval as to form by the City Attorney.

## ANIMAL SERVICES AGREEMENT

This Animal Services Agreement ("Agreement") is entered into effective the \_\_\_ day of \_\_\_\_, 2023 ("Effective Date") by and between the CITY OF ESCONDIDO, a California municipal corporation (the "CITY") and the SAN DIEGO HUMANE SOCIETY AND S.P.C.A., a California nonprofit corporation ("SDHS") (each may be referred to herein as a "Party" and collectively as the "Parties"). This Agreement is made with reference to the following recitals.

### RECITALS

A. It has been determined to be in the CITY' s best interest to retain specialized, professional services to provide animal control and sheltering services since the CITY does not provide such services.

B. The CITY desires to contract with SDHS as an independent contractor and SDHS desires to provide services to the CITY as an independent contractor.

C. SDHS personnel have demonstrated their competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of their experience, training, education, and expertise.

D. The purpose of this Agreement is to ensure the proper, humane, and efficient handling, ownership, treatment and disposition of dogs, cats, and other domesticated animals, and to ensure the enforcement of laws, ordinances, and regulations of the State of California and of the CITY concerning the regulation, licensing, impounding, and disposition of dogs, cats, and other domestic animals within the CITY.

NOW THEREFORE, in consideration of the covenants, conditions and terms set forth herein, the parties agree as follows:

1.0 SCOPE OF SERVICES. SDHS shall provide animal sheltering and animal field services required by and in accordance with the laws, regulations, ordinances, and codes of the State of California, the County of San Diego, and the CITY as further specified by this Agreement. The Services to be performed by SDHS pursuant to the terms and conditions of this Agreement shall consist of the Services enumerated below. In addition to those Services identified below, SDHS may routinely provide the CITY with the additional "Community Engagement and Services" outlined in Exhibit A, attached hereto and incorporated by reference, without an additional cost. Exhibit A is subject to modification at SDHS's discretion based on resources and capacity. Any modifications of Exhibit A shall also be subject to the CITY's prior written consent.

1.1. Animal Sheltering. SDHS shall provide the CITY with animal shelter services consistent with public shelter functions to received and care for all dogs, cats, and other domestic animals seized or impounded by Animal Field Services or delivered by members of the general public, provide humane disposition of animals, euthanizing, if warranted, and disposing of euthanized animals and deceased animals brought in by CITY residents. More specifically, SDHS shall maintain an animal shelters at 3500 Burnet Drive, Escondido, CA 92027 (the "Shelter"), which shall be open for public service and operation during reasonable days and hours

and which shall comply with the standards described by the laws of the State of California, and the ordinances of the County and the CITY. Such animal shelter services shall include:

- a. The housing and care of stray domestic animals for the legal hold period according to the laws of the State of California, and the ordinances of the County and the CITY.
- b. The housing and care for domestic animals under rabies quarantine for the legal hold period according to the laws of the State of California and the ordinances of the County and the CITY.
- c. Housing and care for police and animal cruelty holds.
- d. Providing lost and found opportunities for the general public for domestic animals brought to the Shelter.

1.2. Animal Sheltering Criteria. SDHS animal sheltering Services shall include:

- a. Feed, care, and the proper disposition of all animals coming into the possession of SDHS using safe and humane methods in accordance with the State of California laws and the ordinances of the County and the CITY.
- b. Assume all expenses to maintain and operate the Shelter and properly care for the animals.
- c. Manage the dog license program within the CITY to include:
  - i. Maintaining files including current and expired dog license and the owners who live within the CITY for the past three (3) years.
  - ii. Issuing or causing to be issued new and renewed licenses to dog license applicants within the CITY.
  - iii. Issuing or causing to be issued, when appropriate, Service Dog Licenses within the CITY.
  - iv. Issuing or causing to be issued, when appropriate, Dangerous Dog licenses within the CITY.
  - v. Conducting follow-up enforcement of licensing and rabies vaccinations within the CITY.

1.3. Animal Field Services. SDHS shall humanely and efficiently enforce all applicable animal field service laws, regulations, ordinances, and codes of the CITY (and any County laws, regulations and ordinances as adopted by the CITY) pertaining to animal field services with respect to the scope of work set forth below. SDHS shall provide the CITY with the following animal field services in response to complaints generated by the public, law enforcement and the CITY:

- a. Investigation and enforcement of animal cruelty laws and related activities.
- b. Picking up and caring for injured domestic animals.
- c. Addressing dangerous domestic animal situations.
- d. Monitoring and responding to bites and enforcing rabies quarantine requirements.
- e. Investigation and enforcement of vicious or dangerous dog complaints and activities associated therewith.
- f. Patrolling and impounding stray dogs running at large
- g. Picking up and caring for stray and abandoned domestic animals contained by citizens and found within the City limits.

1.4. Animal Field Services Requirements. SDHS animal field service requirements include:

- a. SDHS shall perform the Services in accordance with all laws and regulations applicable to the CITY.
- b. SDHS shall provide daily the appropriate number of Humane Officer(s) (as defined below) and an animal containment vehicle(s) and equipment for the performance of animal field services.
- c. SDHS shall humanely and efficiently enforce all laws of the State of California, the County, and the CITY pertaining to animal field services that are within the scope of SDHS's obligations under this Agreement.
- d. SDHS Humane Officers and duly trained license coordinators are authorized to issue criminal and/or administrative citations for violations of CITY animal field service laws, and to issue notices as provided by law. SDHS's Humane Officers shall prepare appropriate reports concerning violations, file such reports with the applicable authority when necessary, and stand ready and available to testify in a court or administrative hearing when called upon to do so concerning such violations.
- e. SDHS shall respond to calls for animal field services between the hours of 8:00 a.m. to 5:00 p.m. daily ("Field Service Hours"). Based on the priority of the call, SDHS will respond within the times included in Exhibit B attached hereto and incorporated herein by reference. Exhibit B is subject to reasonable change at SDHS's discretion and upon prior written notice to the CITY.
- f. An after-hours duty officer shall provide emergency responses to Priority One calls only during on-Field Service Hours upon receipt of such call from an authorized CITY official. "Priority One" calls are defined in Exhibit B.

2.0 SDHS PERSONNEL. SDHS shall employ appropriate personnel and staff to assist and carry out its duties and obligations of this Agreement.

2.1. Humane Officers. SDHS shall have at all times during the term of this Agreement a reasonable number of Humane Officers qualified under California Corporations Code section 14502 and California Penal Code section 830.9 capable of performing and enforcing the provisions of the CITY ordinance related to domestic animals. They shall not carry firearms in the performance of their duties but may carry less-lethal weapons. Each Humane Officer shall complete within one (1) year of date of hire or internal transfer a course in training related to the exercise of his/her powers, which course shall meet the minimum standards prescribed by the Commission on Peace Officer Standards and Training and the State Humane Association of California.

2.2. Performance Standards. SDHS agents and employees shall treat the public with courtesy and respect at all times in performing all duties and obligations under this Agreement.

2.3. Compliance with Laws. SDHS shall comply with personnel policies and procedures that conform to federal and state laws with respect to hiring and firing practices.

3.0 OBLIGATIONS OF THE CITY. The CITY shall provide the following to assist SDHS in performing required animal control functions under this Agreement.

3.1. CITY will provide training on specific CITY processes and other municipal techniques that SDHS humane officers may be expected to carry out.

3.2. The CITY shall endeavor to work with SDHS in support of the licensing programs geared towards citizens' increased dog licensing, higher return owner rates, reduction in the number of animals needing housing care, and protecting residents against dangerous and/or vicious dogs and habitual offenders of animal laws.

4.0 REPORTS AND RECORDS.

4.1. Quarterly Reports. SDHS shall prepare quarterly reports to the CITY which shall provide the following information: (i) animal shelter operations (as it pertains to the Agreement), including the number of stray animals impounded and their disposition); (ii) all administrative or criminal citations processed; and (iii) animal field service activities including the number and type of incidents or reports investigated.

4.2. Governmental Reports. Should the CITY be required to furnish information to any other government agency, SDHS agrees to timely provide information that the CITY may need to meet such request as long as the request is within the scope of this Agreement.

4.3. Annual Reports. By no later than sixty (60) days following the end of each fiscal year, SDHS shall provide an annual report to the CITY with the information required by Section 4.1 for the preceding year.

4.4. Record Retention. All records and information required to be kept by SDHS pursuant to this Agreement shall be kept in accordance with applicable record retention schedules or three (3) years, whichever is longer.

5.0 COMPLIANCE WITH LAWS. All work by SDHS shall be performed in accordance with applicable CITY, state and federal laws, statutes and regulations.

6.0 LICENSE, PERMITS, ETC. SDHS represents and declares to the CITY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform Services under this Agreement. SDHS represents and warrants to the CITY that SDHS shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, all necessary licenses, permits, and approvals which are legally required for SDHS to perform Services under this Agreement. SDHS shall obtain and maintain a CITY business license during the term of this Agreement.

7.0 INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, SDHS, all employees of SDHS, and all subcontractors employed by SDHS, shall be independent contractors and shall not be employees of the CITY. The CITY shall have the right to control SDHS only insofar as the results of SDHS's Services rendered pursuant to this Agreement and as may be required or authorized by the terms of this Agreement.

Neither SDHS nor SDHS's employees or subcontractors shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, SDHS being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

8.0 WORKERS' COMPENSATION. Pursuant to California Labor Code section 1861, SDHS hereby certifies that SDHS is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and SDHS will comply with such provisions, and certification of proof of compliance as a part of this Agreement.

9.0 NO CONFLICT OF INTEREST. SDHS shall not enter into any other contract which conflicts with its obligations under this Agreement. For the limited purpose of interpreting this section, SDHS shall be deemed a "city officer or employee," and this section shall be interpreted in accordance with the California Government Code section 1090.

10.0 OWNERSHIP OF DOCUMENTS.

10.1. Reports and documents prepared or provided by SDHS under this Agreement shall be the property of the CITY. The CITY agrees to hold SDHS free and harmless from any claim arising from any use, other than the purpose intended, of the reports and documents, prepared or provided by SDHS, except where caused by the active negligence or willful misconduct of the SDHS. SDHS may retain a copy of all materials produced under this Agreement for the purpose of documenting their participation in this Agreement.

10.2. Animal license information and data, including, but not limited to, animal owner identification and address, animal name, description, license type and expiration date, are the property of the CITY and must be presented to the CITY in any reasonable document and computer format requested in writing by the CITY. All such information must be provided to the CITY within thirty (30) days of the CITY's request.

11.0 COMPENSATION. SDHS shall receive the following compensation for the performance of the Services.

11.1. Payments by the CITY. The CITY shall make payments to SDHS as follows: For the Term of this Agreement compensation shall be \$115,422.00 per month for each month. SDHS shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.

11.2. Other Revenue. SDHS shall be entitled to retain as compensation for the Services:

a. All reasonable user fees, service charges, and proceeds collected by SDHS in connection with licensing, impounds, and redemption of domestic animals from the Shelter;

b. Any fines received by SDHS or the CITY arising out of any administrative citations issued by Humane Officers; and

c. Any other non-citation related revenue generated as a result of this Agreement. All user fees and service charges shall not exceed the reasonable cost of providing the service.

12.0 DISASTER RELIEF SERVICES. SDHS shall be designated the "Essential Support Function/Official Responder" with respect to any disaster to which the CITY is included within the disaster area designated by a governmental agency. SDHS may invoice the CITY for any costs and expenses, including staff overtime and equipment purchases and rentals, incurred by SDHS with respect to additional services provided by SDHS in connection with any disaster relief effort and which are eligible for reimbursement to Federal Emergency Management Agency ("FEMA") Disaster Assistance Policy 9523.19 or any successor disaster assistance policy promulgated by FEMA. The CITY shall promptly reimburse SDHS for such costs and expenses, provided the CITY has received reimbursements from FEMA. SDHS shall provide any available supporting documentation requested by the CITY for any funding or reimbursement request regarding the disaster that is made to any governmental agency. SDHS may also bill for disaster response such as deployment of the Specialized Disaster Response Emergency Team, large and small animal evacuation, and large and small animal sheltering if the CITY has requested assistance.

13.0 TERM AND TERMINATION.

13.1. Term. The term of this Agreement shall be for the period of fifteen (15) months commencing on October 1, 2023, and terminating on December 31, 2024 ("Initial Term").

13.2. Administrative Extension. Upon the expiration of the Initial Term of this Agreement, the Parties retain the right to extend the Agreement for a period of up to six (6) months in order to finalize a new agreement ("Extension Period"). A minimum compensation increase by CPI, but not to exceed 5%, will take effect on the first day of service within the Extension Period. CPI increase will be based on the most recently available, annual increase in Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics.

13.3. Termination for Convenience. Either Party shall have the right to terminate this Agreement, with or without cause, by providing the other Party with one 180 days prior written notice

13.4. Termination for Cause. At any time during the term of this Agreement, in case of material breach of this Agreement by either Party, the non-breaching Party shall have the right to terminate this Agreement by giving the breaching Party written notice of such breach and demanding that such breach be cured within sixty (60) days (or in the case of defaults in payment of monetary amounts due which are certain in amount and undisputed, ten [10] days) of such notice and, if such breach has not been cured at the end of the sixty (60) day period (or in the case of defaults in payment of monetary amounts due which are certain in amount and undisputed, the ten [10] day period), this Agreement shall automatically terminate without the necessity of any Party taking any further action. In the event a longer notice or cure period is required by applicable law, the cure period specified in this section or the effective date of termination shall conform to, but not exceed, such requirement.

13.5. Compensation Payable Upon Termination. In the event this Agreement is terminated pursuant to either Section 13.3 or 13.4, so long as SDHS has been providing the Services specified herein, SDHS shall be entitled to receive the compensation and fees accrued through the effective date of termination.

14.0 INDEMNIFICATION. To the fullest extent permitted by law, SDHS shall indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to any act or omission by SDHS in the performance of Services under this Agreement, and the negligence, recklessness, or willful misconduct of SDHS, its employees, agents, and subcontractors in the performance of Services under this Agreement. SDHS's duty to indemnify under this Section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the active or sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. SDHS's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The Parties expressly agree that any payment, attorneys' fees, costs or expenses the CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this Section, and that this section will survive the expiration or early termination of this Agreement for a period of two (2) years.

15.0 INSURANCE. SDHS shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder and the results of those Services by SDHS, their agents, representatives, employees, volunteers, or subcontractors. Insurance shall be placed with insurers authorized to conduct business in California with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

15.1. SDHS's liabilities, including but not limited to SDHS's indemnity obligations, under Section 14 of this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement.



15.2. **Types and Amounts Required.** SDHS shall maintain, at minimum, the following insurance coverages for the duration of this Agreement:

a. *Excess/Umbrella Liability Policy.* SDHS shall maintain an Excess/Umbrella Liability Policy with an aggregate limit of not less than Ten Million Dollars (\$10,000,000).

b. *Commercial General Liability ("CGL").* SDHS shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage with limits no less than \$2,000,000 per occurrence and subject to an annual aggregate of \$4,000,000. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

c. *Commercial Automobile Liability.* SDHS shall maintain Commercial Automobile Liability Insurance for all of the SDHS's automobiles including owned, hired and non-owned automobiles, written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

d. *Workers' Compensation.* SDHS shall maintain Workers' Compensation insurance for all of the SDHS's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000 employers' liability coverage. SDHS shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

15.3. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

a. The CITY, including its officials, officers, agents, employees, and volunteers, shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form submitted to the CITY, and shall be at least as broad as ISO Form CG 20 10, CG 11 85, or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions are used.

b. SDHS's policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

15.4. **Verification of Coverage.** SDHS shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 15. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

15.5. **Subcontractor Coverage.** SDHS shall also require each of its subcontractors to maintain insurance coverage that meets all the requirements of this Agreement.

15.6. CITY Options. SDHS agrees that if it does not keep the aforesaid insurance in full force and effect, the CITY may either: (i) despite section 13, above, immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at SDHS's expense, the premium thereon.

16.0 CUSTOMARY SERVICES. Unless otherwise prohibited by the terms of this Agreement, SDHS shall be permitted without the CITY's prior written consent to enter into agreements with third party providers of services that are customary in the industry to assist SDHS to carry out its day-to-day operations.

17.0 NON-DISCRIMINATION. SDHS shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. SDHS shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SDHS agrees to post in conspicuous places available to employees, contractors, agents and/or applicants for employment any non-discrimination notices required by law and any non-discrimination notices provided by CITY setting forth the provisions of this non-discrimination clause.

18.0 GENERAL PROVISIONS.

18.1. Entire Agreement. This Agreement comprises the entire agreement between the CITY and SDHS concerning the Services, and supersedes all prior negotiations, representations or agreements.

18.2. Notices. Any notices given under this Agreement shall be in writing and shall be served either: (i) by hand delivery; (ii) by U.S. mail, postage prepaid, registered or certified mail, return receipt requested; or (iii) by transmittal over an electronic transmitting device (with confirmation of receipt), such as facsimile or email, provided that a complete copy of any notice so transmitted shall also be mailed by U.S. mail. Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in U.S. mail, postage prepaid. From time to time the parties may designate a new address for purposes of notice hereunder by notice to the other parties hereto in the manner provided above. Initial notice addresses are as follows:

To the CITY:           City of Escondido  
                                  201 N. Broadway  
                                  Escondido, CA 92025  
                                  Attn: Zachary Beck  
                                  Email: [zbeck@escondido.org](mailto:zbeck@escondido.org)

With a copy to: Escondido Police Department  
1163 N. Centre City Pkwy.  
Escondido, CA 92026  
Attn: Lisa Rodelo  
Email: lrodelo@escondido.org

To SDHS: San Diego Humane Society  
5500 Gaines Street  
San Diego, California 92110  
Attn: Julianna Tetlow, Director of Government Relations  
Fax: 619-299-0198  
Email: JTetlow@sdhumane.org

With a copy to: Sheppard, Mullin, Richter & Hampton LLP  
501 W. Broadway, 19<sup>th</sup> Floor  
San Diego, California 92101  
Attn: Whitney Hodges, Esq.  
Email: whodges@sheppardmullin.com

18.3. Interpretation; Drafting. This Agreement shall be construed equally as against the Parties hereto and shall not be construed against the Party responsible for its drafting. All prior drafts of this Agreement shall be disregarded in construing the intent of any provision contained herein or therein, and such prior drafts shall be inadmissible in any proceeding at which any such provision is to be interpreted.

18.4. Headings. The headings of the articles and sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

18.5. No Third-party Beneficiaries. The covenants contained herein are made solely for the benefit of the Parties hereto and successors and assigns of such Parties as specified herein and shall not be construed as having been intended to benefit any third party which is not a party to this Agreement.

18.6. Severability. If any provision of this Agreement or a portion thereof is held, by a court of competent jurisdiction, to be illegal or invalid, such provision or portion thereof shall be deemed to be severed and deleted; and neither such provision, its severance or deletion shall affect the validity of the remaining provisions of this Agreement.

18.7. Modification. This Agreement may be amended, modified or rescinded only by a writing signed by all Parties to this Agreement or by their duly authorized agents.

18.8. No Waiver. No waiver of any right under this Agreement shall be deemed effective unless contained in a writing signed by the Party charged with such waiver, and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any such future right or of any other right arising under this Agreement.

18.9. California Law; Venue. This Agreement and its performance shall be governed,

interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the County of San Diego, California.

18.10. Counterparts. This Agreement may be executed **in** two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18.11. Compliance with Laws, Permits, and Licenses. SDHS 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. SDHS shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of SDHS to comply with this section.

(SIGNATURE PAGE FOLLOWS)

**IN WITNESS WHEREOF**, the Parties by and through their respective authorized officials, have executed this Agreement effective as of the date written above.

City of ESCONDIDO

SAN DIEGO HUMANE SOCIETY AND S.P.C.A.,  
a California nonprofit corporation.

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

\_\_\_\_\_  
Gary Weitzman, DVM, MPH, CAWA  
President and CEO

## **EXHIBIT A**

### Community Engagement and Services

In addition to those Services identified in Section 1 of the Agreement, SDHS may routinely provide the CITY with the additional "Community Engagement and Services." The services identified below be provided at no additional cost to the CITY unless otherwise specified and is subject to modification at SDHS's discretion based on resources and capacity. Such community engagement and additional services may include:

- Public education.
- Animal behavior modification program.
- Pet education classes.
- Community events.
- Affordable Community Veterinary assistance programs such as:
  - Spay/Neuter Services
  - General medical veterinary care – preventative and basic sick care
    - > Ear cleanings
    - > Nail Trims
    - > Bloodwork
    - > Deworming
  - Wellness resources including vaccines, flea medications and education
  - Pharmacy services
- Vaccinations including rabies clinics
- Microchipping.
- Safety net service programs.
- Owner requested euthanasia.

**EXHIBIT B**  
 Calls for Service - Priority Categories

Priority Categories	Response Time	Example of Call
Priority 1	Within 30 Minutes	Persons in Danger Animal in Immediate Danger Urgent Medical Care Needed Animal in Secured Vehicle ("Hot Dog") Animal Fighting Cases Intentional Cruelty In-Progress Assist Public Safety Agency Bite to Person (Animal Not Contained) Exigent Circumstances <ul style="list-style-type: none"> <li>• Gunshot</li> <li>• Stabbing</li> <li>• Broken Bones</li> <li>• Serious Open Wounds</li> <li>• Visibly Injured/frapped Animal</li> </ul> Street Sale of Animals (after all other Priority 1 Calls are Handled)
Priority 2	Within 3 Hours	In-Progress Incidents Not Reaching Priority 1 Bite to Person (Animal Contained - Reported within 24 Hours) Running-At-Large (In Progress) Abandonment Captured/Caged Animals/Confined Strays
Priority 3	Within 12 Hours	Intentional Cruelty (Not In-Progress) Non-Life Threatening Medical Care Needed Non-Exigent Circumstances <ul style="list-style-type: none"> <li>• Skin Infections</li> <li>• Emaciated</li> <li>• Over-Grown Hooves Hoarding</li> </ul> - No Immediate Emergency After-the-Fact Bite (Reported After 24 Hours)
Priority 4	Within 24 Hours	Check the Well-Being with a Reporting Party No Water (Temperature Dependent) Emaciated (Thin or Bones Showing) Lead/Leash too Short Inadequate or No Shelter Even Sale of Animals (i.e., Flea Markets)
Priority 5	Within 48 Hours	Check the Well-Being- No Reporting Party Running-at-large (Not in Progress) Pet Shop Inspections Rodeo or Circus Inspections Kennel Inspections



# STAFF REPORT

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October 11, 2023  
File Number 0480-70

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## SUBJECT

**FY 2023-24 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AND BUDGET ADJUSTMENT**

## DEPARTMENT

Police Department

## RECOMMENDATION

Request the City Council Adopt Resolution No. 2023-133 authorizing the Escondido Police Department to accept a FY 2023-24 California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program ("STEP") Grant in the amount of \$495,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. The Police Department will use grant funds to pay salary and benefits for one full-time DUI traffic enforcement officer, traffic safety supplies, DUI checkpoints, saturation patrols, and traffic safety enforcement details.

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

Presenter: Edward Varso, Chief of Police

## FISCAL ANALYSIS

This action will have no impact on the FY 2023-24 General Fund Budget. Grant funds will be used for salary and benefits for one full-time DUI traffic enforcement officer. The grant will also fund expenses related to traffic safety enforcement activities and traffic safety supplies. Funding will cover expenses from October 1, 2023 through September 30, 2024.

## PREVIOUS ACTION

The City Council authorized the Escondido Police Department to accept a FY 2022-23 California OTS Selective Traffic Enforcement Grant in the amount of \$485,000 on October 12, 2022. Grant funds covered salary and benefits for one full-time DUI traffic enforcement officer, traffic safety supplies, DUI checkpoints, saturation patrols, and traffic safety enforcement details.

## BACKGROUND

The Escondido Police Department received a FY 2023-24 California OTS STEP Grant in the amount of \$495,000. Grant funds will enhance traffic safety programs during the operational period of October 1, 2023 through September 30, 2024.



# CITY of ESCONDIDO

## STAFF REPORT

The Police Department will use grant funds to improve community safety by focusing on the following traffic issues: drunk driving, distracted driving, excessive speed, pedestrian safety, bicycle safety motorcycle safety, and general traffic safety.

### Escondido's Need for Traffic Safety Funding

Compared to similar sized cities, Escondido ranks amongst the worst in the state for victims killed and injured in crashes. Alcohol related collisions were a specific problem for Escondido. The OTS Rankings were developed so similar sized cities can compare traffic safety statistics. OTS ranks cities from highest or worst to best, with "1" being the worst. For example, a ranking of 1/61 is the highest or worst, 29/61 is average, and 61/61 is the lowest or best. Escondido ranks in the top ten worst in several categories, including fatalities, injuries, and alcohol related crashes.

The most current OTS rankings are based on data from 2020. According to the 2020 composite traffic safety statistics, Escondido ranked 15th worst out of 61 California cities of similar size, which is an improvement from 14th worst in 2019. Slight improvements from 2019 to 2020 are encouraging. This grant funding will allow focused efforts to continue addressing Escondido's traffic safety issues.

Ranking Description	2018	2019	2020
Worst for fatal and injury traffic collisions	9th	11th	8th
Worst for alcohol related fatal and injury collisions	8th	13th	7th
Worst for under 21-year-old driver had been drinking collisions	3rd	40th	35th
Worst for 21-34-year old driver had been drinking collisions	8th	19th	7th
Worst for collisions involving a motorcycle	6th	15th	8th

### Escondido's Most Current OTS Crash Rankings (2020)

TYPE OF CRASH	2018 VICTIMS KILLED & INJURED	2018 OTS RANKING	2019 VICTIMS KILLED & INJURED	2019 OTS RANKING	2020 VICTIMS KILLED & INJURED	2020 OTS RANKING
Total Fatal and Injury	972	9/59	936	11/59	779	8/61
Alcohol Involved	112	8/59	103	13/59	91	7/61
Had Been Drinking Driver < 21	7	3/59	1	40/59	2	35/61
Had Been Drinking Driver 21 - 34	37	8/59	16	19/59	32	7/61
Motorcycles	53	6/59	31	15/59	41	8/61
Pedestrians	70	12/59	40	33/59	45	15/61
Pedestrians < 15	7	18/59	5	25/59	6	6/61
Pedestrians 65+	8	18/59	8	18/59	3	44/61
Bicyclists	41	32/59	45	14/59	36	15/61
Bicyclists < 15	4	29/59	3	30/59	3	22/61
Composite*	435	10/59	428	14/59	321	15/61

\*Composite figures which show rankings only, are an aggregate of several of the other rankings (Had been drinking under 21, alcohol involved, hit & run, nighttime and speed crashes). These figures are a means to give an indication of overall traffic safety





# CITY of ESCONDIDO

## STAFF REPORT

Historical data shows Escondido's traffic safety rankings over the past several years.

- In 2012, Escondido ranked the worst overall, receiving the number one spot (1/56)
- In 2015, Escondido ranked second worst overall (2/57)
- In 2017, Escondido ranked fifth worst (5/58)
- In 2018, Escondido ranked tenth worst (10/59)
- In 2019, Escondido ranked fourteenth worst (14/59)
- In 2020, Escondido ranked fifteenth worst (15/19)

Since 2005, Escondido's traffic safety has gradually improved. The OTS STEP Grant will allow education and proactive enforcement to continue this trend.

Escondido consistently maintains high DUI arrest rates. DUI arrests are a major factor in reducing alcohol related collisions. High DUI arrests are often a result of OTS grant funded operations.

Below are the historical OTS Rankings of the City of Escondido:

Historical OTS Rankings and Data																
Description	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
<b>Total Fatal/Injuries</b>	1,268	1,238	1,095	988	844	888	890	959	832	1,215	1,131	1,088	1,010	972	936	779
<b>OTS Ranking</b>	6/50	5/50	6/52	6/55	13/56	8/53	7/55	6/56	10/56	4/57	4/57	11/58	8/58	9/59	11/59	8/61
<b>Alcohol Related Fatal/Injured</b>	182	143	128	138	99	106	92	102	78	113	169	126	121	112	103	91
<b>OTS Ranking</b>	1/50	3/50	3/52	3/55	7/56	3/53	7/55	3/56	17/56	10/57	2/57	10/58	3/58	8/59	13/59	7/61
<b>Pedestrian Injured/Killed</b>	45	59	76	57	53	57	55	70	54	68	76	77	62	70	40	45
<b>OTS Ranking</b>	26/50	12/50	5/52	13/55	18/56	8/53	14/55	7/56	12/56	10/57	11/57	16/58	18/58	12/59	33/59	15/61
<b>Fatal/Injury Hit &amp; Runs</b>	103	104	100	80	68	72	75	74	62	97	97	69	63	60	73	54
<b>OTS Ranking</b>	3/50	2/50	2/52	3/55	4/56	2/53	3/55	2/56	8/56	3/57	7/57	19/58	23/58	25/59	14/59	17/61
<b>DUI Arrests</b>	1,030	1,066	911	828	861	841	607	545	377	399	412	415	498	N/A	493	517
<b>OTS Ranking</b>	49/49	48/50	47/52	49/55	50/56	49/53	47/55	45/56	36/56	42/57	42/57	N/A	54/58	N/A	50/59	60/61
<b>Composite OTS Ranking</b>	3/50	4/50	4/52	6/55	6/56	4/53	9/55	1/56	8/56	3/57	2/57	10/58	5/58	10/59	14/59	15/61

### Traffic Collisions in Escondido

In 2022, there were approximately 2,784 calls for service of reported traffic collisions in Escondido.

The statistical breakdown of the 2022 collisions:

- 966 of the 2,784 reported collisions involved injuries, fatalities and hit & runs.
  - 247 of the 2,784 collisions in Escondido involved alcohol, a slight increase from last year.



# CITY of ESCONDIDO

## STAFF REPORT

### Grant Funding Making a Difference

OTS STEP Grant funding keeps drunk drivers off our community’s streets. From October 1, 2022 – September 30, 2023, OTS STEP grant funding resulted in the following accomplishments:

- 196 DUI arrests, which is more than half of the Department’s total DUI arrests
- 1,779 citations of traffic offenses issued

The current OTS STEP Grant proposal funds similar activities and operations.

### Grant Provider and Funding Intention

OTS takes a leadership role in efforts to make California roadways safe for all users. OTS provides an effective means of eliminating fatalities, injuries, and economic losses resulting from crashes. Through grant funding made available to California by the National Highway Traffic Safety Administration (NHTSA), OTS annually funds over \$80 million dollars in innovative, evidence-based education and enforcement programs and technologies designed to make California’s roadways safer. OTS is determined to identify and overcome new traffic safety issues as travel habits change and transportation technologies emerge.

### Escondido’s Grant Description

The purpose of the STEP Grant is to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors in Escondido. Evidence-based strategies, including education and traffic safety enforcement, will be the primary focus of this project. The funded strategies will include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention, which will help the community focus on traffic safety.

### Project Details and Investment

#### DUI Officer

- Personnel Costs: DUI Officer: \$109,616 salary and \$59,226 benefits
  - One officer assigned full-time to the Traffic Division will focus on DUI prevention; community engagement, education and awareness; and DUI enforcement
  - Salary and the following benefits are covered by the grant: Medicare, Dental, Life Insurance, State Unemployment Insurance, Benefits Admin Costs, PERS, Medical, and Workers Comp



# CITY of ESCONDIDO

## STAFF REPORT

### Deliverables and Operations

In accordance with non-supplanting rules, the following grant funded operations must be worked as overtime events. Non-supplanting rules require grant funds to augment, not replace, general fund monies.

- DUI Saturation Patrols: \$116,090
  - Operation Intent: Prevent alcohol related collisions and DUIs
    - Operations include officers patrolling the city with the sole purpose of spotting and stopping drunk drivers; officers working these operations do not respond to routine calls and augment standard patrol efforts
    - Operations usually include five to six officers focusing on locating DUI suspects
    - Operational period lasts up to 10 hours, mostly during weekends, holidays and major events
    - Operations are data driven, focusing on areas and times that frequently experience alcohol related traffic problems
  
- DUI Checkpoints: \$63,870
  - Operation Intent: Public awareness and DUI deterrence
    - OTS requires six operations during the grant period
    - Operations are carefully planned to ensure community and officer safety
    - Drivers are randomly selected to enter the checkpoint area
      - Selection process involves using a neutral formula, for example 10 officers are working at the checkpoint entrance, so 10 vehicles are selected to proceed to the screening area, while remaining vehicles pass through without officer interaction
      - Officers engage in polite conversation including educational explanation of checkpoint and questions about alcohol consumption
      - Drivers that do not show signs of impairment nor pose a risk to traffic safety receive educational material and are then directed out of the checkpoint area
    - Officers must adhere to a set of procedures
    - Standard operating procedures and reports are required for each checkpoint
    - Checkpoints are publicized 48 hours in advance through media outlets, Nixle, Twitter, Facebook, and the Police Department's website
    - Checkpoints are data driven based on times, locations, and dates that are high risk for alcohol related problems, such as holidays, Super Bowl Sunday, and major local events
    - Educational pamphlets, in English and Spanish, are provided to drivers that pass through the checkpoint



# CITY of ESCONDIDO

## STAFF REPORT

- Traffic Enforcement Operations: \$36,600
  - Operation Intent: Community safety through reduction of traffic collisions related to excessive speed and violations identified as primary collision factors
    - Operations include officers patrolling the city with the sole purpose of stopping drivers committing traffic safety violations; officers working these operations do not respond to calls and augment standard patrol efforts
    - Operations usually include five to six officers
    - Operational period lasts up to 10 hours
    - Operations are data driven, focusing on areas and times that have experienced an increase in traffic collisions
- Distracted Driving Operations: \$24,400
  - Operation Intent: Improve community safety by decreasing phone use while driving
    - Operations include officers patrolling the city with the sole purpose of stopping drivers distracted by their phones; officers working these operations do not respond to calls and augment standard patrol efforts
    - Operations usually include several officers
    - Operational period lasts several hours
    - Operations are conducted throughout the City
- Pedestrian and Bicycle Enforcement: \$24,400
  - Operation Intent: Improve pedestrian and bicycle safety
    - Operations include officers patrolling the city focusing on crosswalks, jaywalkers, bicycle lanes, and vehicles endangering pedestrians or bicycle riders; officers working these operations do not respond to calls and augment standard patrol efforts
    - Operations usually include several officers
    - Operational period lasts several hours
    - Operations are conducted throughout the City
- Motorcycle Safety Enforcement: \$9,600
  - Operation Intent: Improve motorcycle safety
    - Operations include officers patrolling the city focusing on motorcycle traffic violations and vehicles endangering motorcycle riders; officers working these operations do not respond to calls and augment standard patrol efforts
    - Operations usually include three to four officers
    - Operational period lasts up to 10 hours
    - Operations are conducted throughout the City



# CITY of ESCONDIDO

## STAFF REPORT

- Collaborative DUI Enforcement: \$5,050
  - Operation Intent: Improve regional collaboration and reduce DUI collisions
    - Operations include regional collaborative efforts to stop DUI drivers
    - Operations usually include several officers and regional assistance
    - Operational period lasts up to 10 hours
    - Operations occur throughout the County as collaborative efforts to experience regional traffic safety practices
- Know Your Limit Operations: \$5,050
  - Operation Intent: Community engagement and education
    - Officers attend community events such as “Cruisin’ Grand” and local St. Patrick’s Day events
    - Officers talk with community members and discuss drinking and driving
    - Citizens have the opportunity to voluntarily use a breathalyzer to learn how alcohol consumption relates to their blood alcohol level and impairment
    - These encounters do not result in citations or any repercussions and have been well received by community members
- Collaborative Traffic Enforcement: \$3,000
  - Operation Intent: Improve regional collaboration and traffic safety
    - Operations include regional collaborative efforts to improve traffic safety
    - Operations usually include several officers and regional assistance
    - Operational period lasts up to 10 hours
    - Operations occur throughout the County as collaborative efforts to experience regional traffic safety practices
- Stakeouts: \$10,200
  - Operation Intent: Improve traffic safety
    - Operations include officers locating repeat DUI offender probationers with suspended or revoked drivers’ licenses.
- Traffic Safety Education: \$1,340
  - Operation Intent: Improve traffic safety
    - Operations include officers conducting educational presentation(s) with an effort to reach community members.
    - Presentation topics to include distracted driving, DUI, speed, bicycle and pedestrian safety, seat belt usage, and child passenger safety.



# CITY of ESCONDIDO

## STAFF REPORT

### Education, Equipment, and Supplies

- **DUI Supplies: \$5,348**  
Costs may include 28" traffic cones, Manual on Uniform Traffic Controlled Devices (MUTCD) compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies.
- **Red Light Notification Devices: \$3,225**
- **Lidar Devices: \$12,000**
- **Preliminary Alcohol Screening (PAS) Device: \$550**
- **Collaborative Meetings: \$2,000**
  - Collaborative quarterly meetings with OTS partners around the county to discuss strategies, challenges, and successes to further enhance the benefits of the OTS grant funding.
- **Training: \$3,435**  
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and traffic safety.

### STEP Grant Goals

The OTS STEP grant funding allows the Escondido Police Department to focus on education and traffic safety in the community. Based on current data the following grant goals were established based on current traffic safety issues in Escondido:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.



# CITY of ESCONDIDO

## STAFF REPORT

- 14. Reduce the number of motorcyclists injured in traffic crashes.
- 15. Reduce hit & run fatal crashes.
- 16. Reduce hit & run injury crashes.
- 17. Reduce nighttime (2100-0259 hours) fatal crashes.
- 18. Reduce nighttime (2100-0259 hours) injury crashes.

The Police Department is committed to improving traffic safety in Escondido. Funding provided by the OTS STEP Grant will support proactive enforcement operations that can help reduce the number of persons killed and injured in crashes in Escondido.

### RESOLUTIONS

- a. Resolution No. 2023-133

### ATTACHMENTS

- a. Budget Adjustment

RESOLUTION NO. 2023-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO ACCEPT THE FY 2023-24 OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT IN THE AMOUNT OF \$495,000; AND EXECUTE ALL NECESSARY BUDGET ADJUSTMENTS

WHEREAS, the City of Escondido desires to improve traffic safety in the community; and

WHEREAS, the Escondido Police Department has designated the FY 2023-24 Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant to conduct specific programs to address this goal; and

WHEREAS, the FY 2023-24 STEP Grant funds are made available through the State of California Office of Traffic Safety in the amount of \$495,000.

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

1. That the above recitations are true.
2. That the City Council authorizes the Chief of Police of the City of Escondido to accept the FY 2023-24 Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant in the amount of \$495,000, and execute all documents necessary for the management and completion of the grant scope including any extensions and amendments thereof.





# BUDGET ADJUSTMENT REQUEST

Department:	Police Department	<b><u>For Finance Use Only</u></b>  BA # _____  Fiscal Year _____
Department Contact:	Lisa Rodelo	
City Council Meeting Date: <i>(attach staff report)</i>	October 11, 2023	

**EXPLANATION OF REQUEST**

A budget adjustment is needed to receive grant funds and establish a spending account for salary, overtime and supply expenses related to the FY 2023-24 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP).

**BUDGET ADJUSTMENT INFORMATION**

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4128-451-new project number	\$495,000	
Police Grants	451-new project number	\$495,000	

**APPROVALS**

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10/4/2023	10/4/2023
<b>DEPARTMENT HEAD</b>	<b>DATE</b>
<b>FINANCE</b>	<b>DATE</b>



# STAFF REPORT

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October 11, 2023  
File Number 0480-70

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## SUBJECT

### FY 2023-24 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT

## DEPARTMENT

Police Department

## RECOMMENDATION

Request the City Council Adopt Resolution No. 2023-134 authorizing the Escondido Police Department to accept a FY 2023-24 California Office of Traffic Safety (“OTS”) Pedestrian and Bicycle Safety Program Grant in the amount of \$25,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. The Police Department will use grant funds to pay for police officer overtime for educational programs related to bicycle and pedestrian safety, and to provide bicycle helmets, educational materials and safety supplies to community members.

Staff Recommendation: Approval (Police Department: Edward Varso)

Presenter: Edward Varso, Chief of Police

## FISCAL ANALYSIS

This action will have no impact on the FY 2023-24 General Fund Budget. Grant funds will be used for expenses related to traffic safety educational activities and traffic safety supplies. Funding will cover expenses from October 1, 2023 through September 30, 2024.

## PREVIOUS ACTION

The City Council authorized the Escondido Police Department to accept a FY 2022-23 California OTS Pedestrian and Bicycle Safety Program Grant in the amount of \$25,000 on October 12, 2022.

## BACKGROUND

The Escondido Police Department will work to enhance bicycle and pedestrian safety by providing safety equipment coupled with educational programs and safety materials. The goal is to reduce the number of collisions with injuries and fatalities involving bicycles and pedestrians.



# CITY of ESCONDIDO

## STAFF REPORT

The Escondido Police Department has established partnerships with community-based organizations to reach our target audience – school age children and senior citizens in the community. The Police Department partners with community-based organization Escondido Education COMPACT to provide bicycle safety rodeos, and safe walk home programs. Safety equipment such as bicycle helmets, reflective bands, bicycle lights, and zipper pulls will be distributed thanks to this grant funding.

The Police Department also partners with the Park Avenue Senior Center and the Redwood Terrace Senior Community to increase awareness of traffic safety for seniors. Many seniors walk from their homes to exercise, socialize, or to go shopping. Busy streets and uncontrolled intersections can be problematic. The educational program for our senior community members has been successful in the past, and the OTS grant funds will assist in keeping our seniors safe.

### RESOLUTIONS

- a. Resolution No. 2023-134

### ATTACHMENTS

- a. Attachment “1” – Budget Adjustment

RESOLUTION NO. 2023-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO ACCEPT THE FY 2023-24 OFFICE OF TRAFFIC SAFETY PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT IN THE AMOUNT OF \$25,000; AND EXECUTE ALL NECESSARY BUDGET ADJUSTMENTS

WHEREAS, the City of Escondido desires to improve pedestrian and bicyclist safety in the community; and

WHEREAS, the Escondido Police Department has designated the FY 2023-24 Office of Traffic Safety Pedestrian and Bicycle Safety Program Grant to conduct specific programs to address this goal; and

WHEREAS, the FY 2023-24 Office of Traffic Safety Pedestrian and Bicycle Safety Program Grant funds are made available through the State of California Office of Traffic Safety in the amount of \$25,000.

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

1. That the above recitations are true.
  
2. That the City Council authorizes the Chief of Police of the City of Escondido to accept the FY 2023-24 Office of Traffic Safety Pedestrian and Bicycle Safety Program Grant in the amount of \$25,000, and execute all documents necessary for the management and completion of the grant scope including any extensions and amendments thereof.



# BUDGET ADJUSTMENT REQUEST

Department:	Police Department	<b><u>For Finance Use Only</u></b>  BA # _____  Fiscal Year _____
Department Contact:	Lisa Rodelo	
City Council Meeting Date: <i>(attach staff report)</i>	October 11, 2023	

**EXPLANATION OF REQUEST**

A budget adjustment is needed to receive grant funds and establish a spending account for educational activities and traffic safety supplies related to the FY 2023-24 Office of Traffic Safety (OTS) Pedestrian and Bicycle Safety Program Grant.

**BUDGET ADJUSTMENT INFORMATION**

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4128-451-new project number	\$25,000	
Police Grants	451-new project number	\$25,000	

**APPROVALS**

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10/4/2023	10/4/2023
<b>DEPARTMENT HEAD</b>	<b>DATE</b>
<b>FINANCE</b>	<b>DATE</b>

## ORDINANCE NO. 2023-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING THE TERM OF A PREVIOUSLY EXECUTED DEVELOPMENT AGREEMENT FOR THE 661 BEAR VALLEY PARKWAY DEVELOPMENT

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

SECTION 1. The City Council makes the following findings:

a) The intent and purpose of a Development Agreement is to grant vested rights for a period of time that guarantees a project's approval; and

b) The City is assured certain public benefits by the developer that includes construction of off-site improvements, or other commitments that the City ordinarily cannot require of the developer;

c) A verified application was submitted to, and processed by, the Planning Division of the Development Services Department as Planning Case No. PL23-0270, and seeks approval of an Extension of Time to amend the terms of a previously executed Development Agreement for the 661 Bear Valley Parkway Development for the property at 661 Bear Valley Parkway, and is all the real property described in Exhibit "A". The amendment will amend the Development Agreement to extend it for two years; and

d) Said application was processed in accordance with the rules and regulations of the Escondido Municipal and Zoning Code, and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code Section 65920 et. Seq) and CEQA (Public Resources Code Section 210000 et. seq); and

e) The Planning Division of the Development Services Department completed its review and scheduled and held a public hearing regarding the Extension of Time before the Planning Commission on

**A COMPLETE COPY OF THIS  
ORDINANCE IS ON FILE IN  
THE OFFICE OF THE CITY  
CLERK FOR YOUR REVIEW.**

ORDINANCE NO. 2023-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO EXECUTE, ON BEHALF OF THE CITY, SCHOOL RESOURCE OFFICER AGREEMENT

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

SECTION 1. The City Council makes the following findings:

a) Government Code Section 40602 requires that the Mayor shall sign all warrants drawn on the city treasurer, all written contracts and conveyances made or entered into by the city, and all instruments requiring the city seal, unless the legislative body has provided by ordinance that such instruments be signed by an officer other than the mayor.

b) In the interests of efficiency and in compliance with Government Code Section 40602, the City Council desires to authorize the Chief of Police to enter into and sign on behalf of the City, without the prior approval of the City Manager or City Council, all contracts for School Resource Officer services, including all accompanying documents necessary for implementation of such contracts, for a period of five years from the effective date of this ordinance.

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

SECTION 3. The City Council has duly reviewed and considered all evidence submitted at said hearing, including, without limitation:

a. Written information;

**A COMPLETE COPY OF THIS  
ORDINANCE IS ON FILE IN  
THE OFFICE OF THE CITY  
CLERK FOR YOUR REVIEW.**



# STAFF REPORT

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October 11, 2023  
File Number 0810-20

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## SUBJECT

**2023 Omnibus Zoning Code Update – PL23-0329**

## DEPARTMENT

Development Services

## RECOMMENDATION

Request the City Council conduct a public hearing on the 2023 Omnibus Zoning Code Update and act on the recommendation of the Planning Commission, which recommends the City Council:

- 1) Introduce Ordinance No. 2023-15, amending the Escondido Zoning Ordinance in various Articles and the Escondido Subdivision Ordinance in one Article to address changes in State law, correct errors, and clarify or improve existing regulations in Articles 1 (General Provisions and Definitions), 6 (Residential Zones), 36 (Cargo Container Restrictions), 39 (Off-Street Parking), 55 (Grading and Erosion Control), 61 (Administration and Enforcement), 63 (Transient Lodging Facilities), 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units), and 79 (East Valley Parkway Overlay Zone) of Chapter 33; and Article 2 (Tentative Maps) of Chapter 32.

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

Presenter: Veronica Morones, City Planner

## FISCAL ANALYSIS

This project has no direct fiscal impact to the City budget.

It is anticipated that the project will clarify development standards and streamline processes within the Escondido Zoning Code allowing residents and applicants wanting to invest in the community to more clearly understand local requirements.

## PREVIOUS ACTION

On September 26, 2023, the Planning Commission voted 7-0 to recommend approval of the proposed amendments.





# CITY of ESCONDIDO

## STAFF REPORT

### BACKGROUND

It is important that municipalities periodically review and update their codes and regulations to ensure they stay current and up-to-date. In 2017, the City initiated a new, reoccurring work program to annually review the Zoning Code to determine whether any updates are required such as state-mandated changes, error corrections, clarification of ambiguities or inconsistencies, conformance to the City's Communications Plan (requiring use of AP Style), and address today's land use challenges. Now, as established, the Planning Division is able to maintain a regular process and consistent schedule for maintaining the City's codes and regulations. These amendments are combined into a single clean-up batch proposal as a means of efficiently modifying the Zoning Code titled the Omnibus Zoning Code Update. In some instances, other chapters within the Escondido Municipal Code ("EMC") may require consistency alignment with the Zoning Code.

The 2023 batch of amendments affects many articles of the Escondido Zoning Code, which is Chapter 33 of the EMC. In addition, the Escondido Subdivision Ordinance (Chapter 32 of the EMC) requires language cleanup for clarification purposes related to the functions of the Zoning Code. As with past omnibus updates, a majority of the changes are minor and meant to directly provide guidance to the public regarding Zoning Code requirements in Escondido. This year's omnibus also includes modification to Article 79 (East Valley Parkway Overlay Zone) to account for the recent adoption of the EVSP. The Planning Commission staff report (excerpted) is included as Attachment "1" to this staff report.

### ANALYSIS

For the 2023 Omnibus Zoning Code Update, the suggested amendment list includes modifications to various articles within the Zoning Code and one amendment to the Subdivision Ordinance. Table "A" below categorizes the proposed amendments by their primary function: clarification of existing regulations and/or policies; grammatical error cleanup/consistency changes with existing regulations; streamlining of existing processes.

For a summary on the specific articles and their corresponding proposed modification refer to Table 1 of Attachment "1." The proposed changes that require further explanation can be found detailed in Attachment "1" as well. Attachment "2" provides a strikethrough and underlined version of all proposed changes to both Article 32 and 33. Exhibit "B" to City Council Ordinance No. 2023-15 provides a "clean" copy of the changes and reflects how the Zoning Code and Subdivision Ordinances would read if adopted by City Council.

During the September 26, 2023 Planning Commission hearing, commissioners discussed the merits and/or requested clarification of proposed changes related to Articles 6, 36, 61, and 70. Specifically, commissioners asked for the intent surrounding community gardens on City-owned property; for clarification on the accessory dwelling unit changes and the scope of the cargo container changes; and for more discussion surrounding AB 1397 and the sites inventory.



# CITY of ESCONDIDO

## STAFF REPORT

**Table A – Categorization of Proposed Amendments**

Clarification	Cleanup/Consistency Changes	Streamlined Process
<ul style="list-style-type: none"> <li>• Article 2 (Tentative Maps)*</li> <li>• Article 1 (General Provisions and Definitions)</li> <li>• Article 63 (Transient Lodging Facilities)</li> </ul>	<ul style="list-style-type: none"> <li>• Article 6 (Residential Zones)</li> <li>• Article 36 (Cargo Container Restrictions)</li> <li>• Article 39 (Off-Street Parking)</li> <li>• Article 55 (Grading and Erosion Control)</li> <li>• Article 61 (Administration and Enforcement)</li> <li>• Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units)</li> <li>• Article 79 (East Valley Parkway Overlay Zone)</li> </ul>	<ul style="list-style-type: none"> <li>• Article 6 (Residential Zones)</li> </ul>
<p>*Chapter 32 – Escondido Subdivision Ordinance</p>		

### ENVIRONMENTAL REVIEW

There are a number of CEQA exemptions that are applicable to the 2023 Omnibus Zoning Code Update. Some proposed amendments are not considered a Project under CEQA, as defined in section 15378(b)(5) of the State CEQA Guidelines, while others are categorically or statutorily exempt under CEQA. Specifically, additional applicable CEQA exemptions include 15304(e), 15061(b)(3), 15282(h), as well as Public Resources Code section 21080.17. Furthermore, none of the exceptions listed under CEQA Guidelines section 15300.2 apply to the proposed project.

### ORDINANCES

- a. Ordinance No. 2023-15
- b. Ordinance No. 2023-15 Exhibits “A” and “B”

### ATTACHMENTS

- a. Attachment “1” – September 26, 2023, Planning Commission Staff Report (excerpted)
- b. Attachment “2” – Strikethrough/Underlined changes



# STAFF REPORT

DATE: September 26, 2023  
 PL23-0329 | 2023 Omnibus Zoning Code Update

**PROJECT NUMBER / NAME:** PL23-0329 | 2023 Omnibus Zoning Code Update

**REQUEST:** A request for a series of amendments to the Escondido Zoning Ordinance and one amendment to the Escondido Subdivision Ordinance to address changes in state laws, correct errors, and clarify or improve existing regulations. The proposal involves minor amendments to Chapter 33, including Articles 1 (General Provisions and Definitions), 6 (Residential Zones), 36 (Cargo Container Restrictions), 39 (Off-Street Parking), 55 (Grading and Erosion Control), 61 (Administration and Enforcement), 63 (Transient Lodging Facilities), 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units), and 79 (East Valley Parkway Overlay Zone); and to Chapter 32 Article 2 (Tentative Maps).

**PROPERTY SIZE AND LOCATION:** CityWide

**APPLICANT:** City of Escondido

**GENERAL PLAN / ZONING:** N/A

**PRIMARY REPRESENTATIVE:** Development Services,  
 Planning Division

**DISCRETIONARY ACTIONS REQUESTED:** Zoning Code Text Amendments

**PREVIOUS ACTIONS:** N/A

**CEQA RECOMMENDATION:** Statutorily or categorically exempt pursuant to Public Resources Code section 21080.17 and CEQA Guidelines sections 15061(B)(3), 15282(h), 15304, and/or 15378(b) as they do not qualify as a "project" under CEQA.

**STAFF RECOMMENDATION:** Approval

**REQUESTED ACTION:** Approve Planning Commission Resolution No. 2023-18

CITY COUNCIL HEARING REQUIRED:  YES  NO

REPORT APPROVALS:  Dare Delano, Senior Deputy City Attorney



# CITY of ESCONDIDO

## STAFF REPORT

### BACKGROUND

In 2017, the City initiated a reoccurring work program to annually review and update the Escondido Zoning Code so it corresponds with obligatory California state-mandated updates, addresses needed zoning code corrections, and provides the necessary clarifications to streamline processes within the City. Periodic review and changes to the code help create efficiencies and avoid conflicts with State law. At the City of Escondido, the Planning Division is tasked with maintaining and enforcing the City’s codes and regulations. Given the department’s role and expertise, the Planning Division is also poised to lead the City’s annual zoning code updates.

Once a year, the Planning Division brings forth a set of proposed ordinance amendments that seek to clarify the City’s zoning code and achieve compliance with state regulations. The 2023 Omnibus includes amendments to various articles from the City’s Zoning Ordinance (Chapter 33) and one amendment to the City’s Subdivision Ordinance (Chapter 32) of the Escondido Municipal Code. City staff prepare the proposed code changes. The Planning Commission has the authority under Section 33-1262 of Article 61 of the Escondido Zoning Code (Administration and Enforcement Ordinance) to review and consider amendments to the Zoning Code, which requires a Planning Commission recommendation to City Council. No other discretionary permits are requested or required.

It should be noted that the public notice for this item included a referenced amendment to Article 56 (Miscellaneous Development Standards); however, staff does not have a proposed amendment to Article 56 at this time.

### SUMMARY OF REQUEST

Table 1 below identifies the Articles within Chapters 32 and 33 of the Escondido Municipal Code and a general scope of the proposed amendments. Further analysis is provided in this staff report for Articles denoted in bold. A strikethrough and underlined version of all proposed Zoning Code changes is provided under Attachment 1. Exhibit B to Planning Commission Resolution No. 2023-18 (Attachment 2) provides a “clean” copy of the changes and reflects what they would look like if adopted by City Council.

**TABLE 1 - SUMMARY OF PROPOSED CHANGES**

Chapter/Article	Proposed Change
Chapter 32, Article 2 – Tentative Maps	Language added for clarification and consistency.
Chapter 33, Article 1 - General Provisions and Definitions	Language added for consistency with State law.
<b>Article 6 - Residential Zones</b>	Clean up to existing footnote; <b>allow for community garden uses on City owned property in multifamily zones.</b>
Article 36 – Cargo Container Restrictions	Addition of R-5 zone to prohibited locations of cargo containers.
Article 39 – Off-Street Parking	Language added for clarification.



# CITY of ESCONDIDO

## STAFF REPORT

Article 55 – Grading and Erosion Control	Grammatical correction.
<b>Article 61 – Administration and Enforcement</b>	<b>State law requirement;</b> modification to conditional use permit expiration timeframe; modification for consistency with Articles 32 and 33.
Article 63 – Transient Lodging Facilities	Language added for clarification.
<b>Article 70 – Accessory Dwelling Units and Junior Accessory Dwelling Units</b>	<b>Additional development standard added based on State ADU law clarification.</b>
<b>Article 79 – East Valley Parkway Overlay Zone</b>	<b>Clean up and consistency alignment following East Valley Specific Plan adoption.</b>

### PROJECT ANALYSIS

#### Article 6 – Residential Zones

The proposed change would allow for community garden uses on City-owned property with a multifamily residential zoning designation (i.e., R-2, R-3, R-4, and R-5). According to the latest County Assessor’s data, the City owns less than 10 properties with multifamily zoning designations located within City boundaries. Further, none of the identified City-owned multifamily properties are located on the City’s Suitable Sites Inventory. Currently, community garden uses are not permitted as a primary use in multifamily residential zones. Agricultural Resources Policy 4.6 of the Escondido General Plan’s Resource Conservation Element supports community gardens within multifamily neighborhoods, provided they are managed and operated to prevent impacts on adjoining uses. The proposed change would allow for community gardens as a primary use on City-owned property, subject to the required real property process the City’s Economic Development Division manages when leasing City property. Community gardens on private property are not included in this year’s omnibus. Community gardens on private property will be developed under a separate stand-alone community garden ordinance.

#### Article 61 – Administration and Enforcement

In 2017, the State Legislature passed Assembly Bill (“AB”) 1397, which requires jurisdictions to allow by-right residential and mixed-use developments when the development proposal includes 20% of the units for lower income housing. As part of the City’s adopted sixth cycle housing element, Program 1.3 directs the City to integrate AB 1397 requirements into the City’s zoning ordinance. Sites subject to the provisions of AB 1397 are those used in past housing element cycles (i.e., sites identified in the 4<sup>th</sup> and/or 5<sup>th</sup> cycles) and allocated low-income units for the purpose of meeting the City’s regional housing needs allocation (“RHNA”). The City’s adopted housing element identifies these sites which are located in the Downtown, South Centre City, and East Valley Specific Plan areas. The proposed language aids in aligning the City’s process with state requirements under AB 1397.

#### Article 70 – Accessory Dwelling Units and Junior Accessory Dwelling Units

The proposed changes to the accessory and junior accessory dwelling units (“ADU”/“JADU”) regulations include removal of a regulation that conflicts with state ADU law regarding maximum unit sizes, and addresses the number



# CITY of ESCONDIDO

## STAFF REPORT

of ADUs/JADUs permitted on sites where multiple detached single-family dwellings exist on a lot. The state Department of Housing and Community Development (“HCD”) released updated guidance specifically addressing how many ADUs/JADUs may be developed on properties where more than one detached single-family dwelling exists on-site. While up to three ADUs may be developed on a lot with only one single-family dwelling, there are limitations on the number of permitted ADUs when more than one single-family dwelling is present. Under these circumstances, up to two ADUs may be constructed and no JADUs are allowed.

### **Article 79 – East Valley Parkway Overlay Zone**

On July 19 2023, the City Council adopted the East Valley Specific Plan (“EVSP”). The adoption of the EVSP impacts the City’s existing East Valley Parkway Area Plan and its associated section of the zoning ordinance, Article 79. The EVSP’s adopted boundary coincides with portions of the area plan’s boundary, and requires exhibit changes based on the new adopted EVSP area. Article 79’s change would include replacement of the overlay zone map to show the updated area. In addition to a change in the area plan’s geographic boundary, adoption of the EVSP eliminated the commercial professional (CP), hospital professional (HP), and planned development residential (PD-R) zones from the area plan.

### **General Plan Conformance**

The proposed zoning code amendments and subdivision code amendment are consistent with the General Plan in that:

1. The proposed amendments to Chapter 32, Article 2 (Tentative Maps) and Chapter 33, Article 1 (General Provisions and Definitions), Article 6 (Residential Zones), Article 36 (Cargo Container Restrictions), Article 39 (Off-Street Parking), Article 55 (Grading and Erosion Control), Article 61 (Administration and Enforcement), Article 63 (Transient Lodging Facilities), Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units), and Article 79 (East Valley Parkway Overlay Zone) are consistent with the Land Use and Community Form Chapter, Goal 2 and subsequent policy 2.1 in that the proposed changes provide clarification and cleanup of regulations that clearly and effectively implement land use development goals and objectives. The basis of establishing and updating, as necessary, local standards and guidelines for land use activities ensures land use compatibility is achieved. The batch of amendments relate to organizational effectiveness and efficiency and are considered a housekeeping measure. The proposed Zoning Code changes would make the code more internally consistent, and easier to understand and apply. The amendments make corrections, clarifications, and updates to improve the application process or how the codes are administered, and;
2. The proposed amendment to Article 6 (Residential Zones) regarding community gardens is consistent with the Resource Conservation Chapter policy 4.6 which permits for the development of community gardens on vacant properties within multi-family neighborhoods provided they are managed and operated to prevent impacts on adjoining uses. The City’s Economic Development Department handles leasing of City property through legal agreements in conjunction with the City Attorney’s Office to ensure any use of City property complies with City regulations. Therefore, the proposed amendment to permit community gardens on City-owned properties within multi-family residential zones would be consistent with policy 4.6.

### **FISCAL ANALYSIS**





# CITY of ESCONDIDO

## STAFF REPORT

There will be no fiscal impact to the City of Escondido as a result of these amendments.

### ENVIRONMENTAL ANALYSIS

There are a number of CEQA exemptions that are applicable to the 2023 Omnibus Zoning Code Update. Some proposed amendments are not considered a Project under CEQA, as defined in section 15378(b)(5) of the State CEQA Guidelines, while others are categorically or statutorily exempt under CEQA. The following details the applicable exemption for each proposed zoning text amendment under CEQA.

- The amendments that relate to error correction, formatting changes, and general reference cleans up, specifically those in Chapter 32, Article 2 (Tentative Maps), and Chapter 33, Article 1 (General Provisions and Definitions), Article 6 (Residential Zones), Article 36 (Cargo Container Restrictions), Article 39 (Off-Street Parking), Article 55 (Grading and Erosion Control), Article 61 (Administration and Enforcement), Article 63 (Transient Lodging Facilities), and Article 79 (East Valley Parkway Overlay Zone) are not considered a Project under CEQA, as defined in section 15378(b)(5) of the State CEQA Guidelines. The scope of these proposed changes includes corrective clerical errors or clarification of ambiguities and relates to organizational and administrative actions of government that will not result in direct or indirect physical changes in the environment.
- The amendment related to a zone's permitted use table in Article 6 (Residential Zones) is categorically exempt from CEQA pursuant to section 15304(e) as community gardens on City-owned properties would entail a minor temporary use of land having negligible or no permanent effects on the environment. Use of City-owned properties by non-City entities are subject to licensing agreements through the City's Real Property Division under the Economic Development Department and in accordance with the requirements of the Surplus Land Act ("SLA"); therefore, use of such lands for the purposes of community gardens would be temporary in nature. Further, none of the City-owned properties which would fall under the subject use are located in or near a sensitive environment. The City-owned properties impacted by the project include already developed sites, as well as vacant infill sites surrounded by development that have been previously disturbed.
- The amendment related to AB 1397 in Article 61 (Administration and Enforcement) is exempt under CEQA pursuant to section 15061(b)(3) as the incorporation by reference of AB 1397 (and associated Government Code section 65583.2) does not have the potential to cause a significant effect on the environment. The identified sites within the adopted sixth cycle housing element's suitable sites inventory subject to the provisions of Gov. Code section 65583.2 are located within the Downtown, South Centre City, and East Valley Specific Plan areas which already permit for multifamily and mixed-use developments by-right, with or without a 20% affordability requirement. Further, the proposed text amendment is necessary to align the Escondido Zoning Code with state law and any conceivable impact of the proposed incorporation of such language would be speculative in the absence of specific development proposals.
- The amendments that relate to accessory dwelling units (Article 70) are statutorily exempt from CEQA pursuant to Public Resources Code section 21080.17 and CEQA Guidelines section 15282(h). Under Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county to implement the provisions of Sections 65852.1 or 65852.2 of the Government Code (Accessory Dwelling Unit law). CEQA Guidelines section 15282(h) statutorily exempts the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the



# CITY of ESCONDIDO

## STAFF REPORT

provisions of sections 65852.1 and 65852.2 of the Government Code as set forth in section 21080.17 of the Public Resources Code.

- Furthermore, none of the exceptions listed under CEQA Guidelines section 15300.2 apply to the proposed project. The project will not result in a cumulative impact from successive projects of the same type in the same place, over time, given the proposed project is consistent with the General Plan policies which were addressed in the General Plan Final EIR. There are no unusual circumstances surrounding the proposed project that result in a reasonable possibility of a significant effect on the environment because the project entails text corrections and consistency clean ups, as well as allowance of a use consistent with General Plan Agricultural Resources Policy 4.6. The project will not damage scenic resources, including trees, historic buildings, rock outcroppings or similar resources in that, sites eligible for the proposed community garden use are located on fewer than 10 lots within the City that are either already developed, or vacant and previously disturbed surrounded by development on all sides.

### **PUBLIC INPUT**

The 2023 Zoning Code Update was noticed in accordance with Article 61, Division 6 of the Escondido Zoning Code. A public notice was published in the Escondido Times Advocate at least ten calendar days prior to this public hearing. Due to the nature of the Zoning Code Update, staff did not conduct specific project-related outreach. As of the time the staff report was prepared, no public correspondence was received

### **CONCLUSION AND RECOMMENDATION**

The Planning Division requests the Planning Commission recommend approval of the proposed Zoning Code amendments to the City Council for final decision pursuant to Section 33-1262 of Article 61 of the Escondido Zoning Code (Administration and Enforcement Ordinance). Approval of these changes will improve the department's processes, improve clarification within the Zoning Code, and ensure compliance with state mandates. No other discretionary permits are requested or required.

### **ATTACHMENTS**

1. Strikethrough and underline of proposed changes
2. Draft Planning Commission Resolution No. 2023-18 including Exhibits A – Findings, and B – Clean copy of proposed changes



# Chapter 32

## ARTICLE 2. TENTATIVE MAPS

### Consistency clean up to align extensions of time for subdivisions of four or fewer lots with Chapter 33

#### 32.210.02. Extension Of Time.

B. The time at which an approved or conditionally approved Tentative Map expires may be extended by the legislative body or advisory agency, or Director for subdivisions of four lots or fewer, for a period or periods not exceeding a total of six (6) years. A public hearing and/or public notice may be required if the Director of ~~Community~~ Development Services determines that it is warranted.

# Chapter 33

## ARTICLE 1. GENERAL PROVISIONS AND DEFINITIONS

### Update to urban lot splits definition

#### Sec. 33-8. Definitions.

*Urban lot split* means the subdivision of any lot in a single-family residential zone or parcels designated for primarily single-family development in a specific plan into two lots **and shall have the same meaning as stated in California Government Code Section 66411.7.**

**ARTICLE 6. RESIDENTIAL ZONES****Consistency cleanup of existing foot note and addition of community gardens as a permitted use on residentially zoned City-owned property****Sec. 33-94. Permitted and conditional uses and structures.**

Table 33-94 lists those uses in residential districts that are permitted (P) or subject to a major conditional use permit (C) or minor conditional use permit (C#).

**Table 33-94**

<b>Permitted/Conditional Uses &amp; Structures</b>	<b>R-A</b>	<b>R-E</b>	<b>R-1</b>	<b>R-T</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>	<b>R-5</b>
<b>Residential and Lodging</b>								
Single-family dwellings detached	P	P	P		P	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>
Mobilehome on parcel alone, pursuant to section 33-111	P	P	P	P				
Two-family dwelling units and urban lot splits		P <sup>2</sup>	P <sup>2</sup>					
Two-family, three-family, and multiple-family dwellings					P	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>
Mobilehome parks pursuant to Article 45 and Title 25. A minimum 400,000 sq. ft. in land area required			C	C	C			
Small lot developments pursuant to section 33-114					P	P <sup>1</sup>		
Transitional housing and supportive housing constructed as residential dwellings consistent with the underlying zone pursuant to section 33-8 of Article 1	P	P	P	P	P	P	P	P
Rooming house, boarding house, mini-dorms etc. with central kitchen, interior access to sleeping rooms					C	C	C	C
<b>Permitted/Conditional Uses &amp; Structures</b>	<b>R-A</b>	<b>R-E</b>	<b>R-1</b>	<b>R-T</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>	<b>R-5</b>
Bed and breakfast facilities, pursuant to Article 32	C#	C#	C		C	C	C	C
Senior housing	P	P	P	P	P	P	P	P
<b>Care in Residential Zones</b>								

<b>Permitted/Conditional Uses &amp; Structures</b>	<b>R-A</b>	<b>R-E</b>	<b>R-1</b>	<b>R-T</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>	<b>R-5</b>
Licensed residential care facilities and group quarters for 6 or fewer persons including, but not limited to, sanitariums, convalescent homes, rest home services, transitional and supporting housing	P	P	P	P	P	P	P	P
Licensed residential care facilities and group quarters for 7 or more persons, including, but not limited to, sanitariums, convalescent homes, rest home services, transitional and supportive housing	C	C	C		C	C	C	C
Small and large family day care as defined in section 33-8 pursuant to section 33-1104 of Article 57	P	P	P		P	P	P	P
Day nurseries, child care centers (excluding small and large family care which are permitted uses)	C	C	C		C	C	C	C
<b>Agriculture and Animals</b>								
Animal specialties, poultry and egg production, rabbits, apiaries, aviaries, small animal farms	C							
Animals other than those listed in Table 33-95a, and provisions pursuant to section 33-1116 of Article 57	C#	C#	C#					
Field and seed crops	P							
Horse stable (commercial), subject to sections 33-144(b) and 33-145, with the quantities of animals allowed pursuant to Table 33-95a or Article 9	C	C						
Livestock (on sites exceeding nine acres)	C							
Truck crops (includes vegetables, berries, melons); Orchards and vineyards (fruit and tree nuts); Horticultural specialties	P	P	P					
Wineries with a tasting room pursuant to section 33-1107 of Article 57	C	C						
Wineries without a tasting room pursuant to section 33-1107 of Article 57 (at least 50%	P	P						

<b>Permitted/Conditional Uses &amp; Structures</b>	<b>R-A</b>	<b>R-E</b>	<b>R-1</b>	<b>R-T</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>	<b>R-5</b>
of fruit used in winemaking must be grown on site)								
<b><u>Community Gardens on City-owned property</u></b>					<b><u>P<sup>3</sup></u></b>	<b><u>P<sup>3</sup></u></b>	<b><u>P<sup>3</sup></u></b>	<b><u>P<sup>3</sup></u></b>
<b>Social, Religious, Educational, Recreational, Governmental</b>								
Golf courses, private and public	C	C	C	C	C	C		
Government services (except correctional institutions)	C	C	C	C	C	C	C	C
Nursery, primary and secondary (grades K-12), post-secondary and professional schools and education	C	C	C		C	C	C	C
Religious activities, civic associations, social clubs and fraternal organizations and lodges	C	C	C	C	C	C	C	C
Resorts and group camps	C							
Tennis courts, private membership only	C	C	C	C	C	C		
Youth organizations pursuant to section 33-1105 of Article 57	C	C	C	C	C	C	C	C
Other public recreation uses and structures	C	C	C	C	C	C	C	C
<b>Utility and Communications Operations</b>								
Communications (excluding offices and relay towers, microwave or others)	C	C	C	C	C	C	C	C
Utility facilities	C	C	C	C	C	C	C	C
Wireless service facilities on private property, including communication antennas, pursuant to Article 34	C	C	C	C	C	C	C	C
<b>Permitted/Conditional Uses &amp; Structures</b>	<b>R-A</b>	<b>R-E</b>	<b>R-1</b>	<b>R-T</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>	<b>R-5</b>
<b>Miscellaneous</b>								
Aluminum can and newspaper redemption centers without can crushing facilities (only as an accessory use to nursery, primary, secondary, post-secondary and professional education, and religious activities)	C	C			C	C	C	C

<b>Permitted/Conditional Uses &amp; Structures</b>	<b>R-A</b>	<b>R-E</b>	<b>R-1</b>	<b>R-T</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>	<b>R-5</b>
Arts and crafts shows as defined in section 33-8, with permit pursuant to section 33-1119 of Article 57	P	P	P	P	P	P	P	P
Cemeteries and/or mausoleums	C	C	C		C			
Uses or structures permitted or conditionally permitted by this zone and involving hazardous materials (pursuant to section 33-666 of Article 30)	C	C	C	C	C	C	C	C

**Notes:**

1 No vacant or underdeveloped lot or parcel of land in any R-3, R-4, and R-5 zone shall be improved or developed at a density below seventy (70) percent of the maximum permitted density. Exceptions to the minimum density requirement may be granted in writing as part of the plan approval required by section 33-106 provided the development will not preclude the city from meeting its housing needs as described in the housing element of the Escondido general plan. Minimum density requirements shall not apply to property owners seeking to enhance or enlarge existing dwelling units or construct other accessory structures on a site.

**2 Subject to requirements under section 33-116.**

**3 Subject to required licensing agreements through the City's real property process.**

## **ARTICLE 36. CARGO CONTAINER RESTRICTIONS**

### **Update to prohibited zones**

#### **Sec. 33-721. Permitted locations and prohibitions.**

(a) It is unlawful to place, use, allow or maintain cargo containers on residential property zoned R-1, R-2, R-3, R-4, R-5 or RT; unless specifically exempted pursuant to this article.

## **ARTICLE 39. OFF-STREET PARKING**

### **Language added for consistency with State Law**

#### **Sec. 33-760. Off-street parking.**

The number of off-street parking spaces required in connection with any particular land use shall be not less than that set forth in the applicable zoning regulations or as set forth in this article, **unless otherwise preempted by state law.**



**ARTICLE 55. GRADING AND EROSION CONTROL**

**Addition of a missing word.**

**Sec. 33-1068.B. Restrictions on removal of vegetation.**

(a) Permits required for removal of vegetation.

(1) Requests to remove and replace trees located within the public right-of-way shall be submitted to the city engineer **pursuant** to Article 62 of this chapter.

## ARTICLE 61. ADMINISTRATION AND ENFORCEMENT

### Incorporation of Assembly Bill ("AB") 1397 by-right approval requirements.

#### Sec. 33-1314. Definition and purpose.

#### Sec. 33-1314. Definition, ~~and purpose,~~ and applicability.

(a) *Plot plan* means a zoning instrument used primarily to review the location and site development of certain permitted land uses. The plot plan review process is required when any of the following are proposed in a multifamily, commercial, or industrial zone:

- (1) A new building, structure, or addition;
- (2) A new permitted use of land or existing structure that may require additional off-street parking;
- (3) A modification of an existing development affecting the building area, parking (when a reduction in parking spaces is proposed), outdoor uses, or on-site circulation. Changes to parking areas that do not result in a reduction in parking spaces are exempt from plot plan review, but require design review, as provided in section 33-1355(b)(2);
- (4) As may otherwise be required by this chapter.

Plot plan review is not required for residential development created by a planned development or residential subdivision of single-family lots.

(b) *Minor plot plan* may include, but shall not be limited to, a change in use with no additional floor area, minor building additions, outdoor storage as an accessory use in the industrial zones, or other site plan changes affecting site circulation and parking, as determined by the director.

(c) *Major plot plan* may include, but shall not be limited to, new construction, reconstruction and additions of facilities permitted in the underlying zone, or other projects that exceed thresholds for a minor plot plan, as determined by the director. All two-family dwelling projects proposed pursuant to section 33-115 shall be subject to the approval of a major plot plan.

**(d) Pursuant to AB 1397, rezoning of sites for the RHNA past the April 15, 2021 statutory deadline is subject to by-right approval of housing projects that include 20% of lower income units. Select sites identified in the City's adopted Suitable Sites Inventory (Appendix B of the City's Housing Element) are subject to the required by-right provisions of AB 1397 (Government Code section 65583.2). The select sites identified in the City's adopted Suitable Sites Inventory provide by-right approval through the plot plan review process for multi-family housing consistent**

**with the densities and development standards established for the specific plan areas. To be consistent with AB 1397, this section further specifies that housing projects setting aside 20% of the units for lower income households are permitted by-right, without discretionary review.**

**Sec. 33-1315. Authorization, procedure and modifications.**

(a) Authorization. The director, or designee, shall have the authority to grant, conditionally grant or deny a plot plan application, or refer it to the planning commission as provided for in Section 65900 et seq. of the California [Government Code](#), based on sound principles of land use.

(b) Procedure. Application for a plot plan may be initiated by the property owner or agent of the property affected. Application shall be made on forms provided by the city and shall be accompanied by the appropriate fee. **A discretionary project** ~~The~~ application shall further be accompanied by such materials as required by the director. The project shall be reviewed for conformance to all applicable requirements of the general plan, zoning code, specific plans, area plans, city design standards, building and safety requirements, and other applicable city standards, to the satisfaction of the director.

(c) Modifications. The director may approve or conditionally approve minor modifications to a project that are consistent with the intent of the plot plan approval and do not intensify the use(s) on the site.

**Extend the approval period of a Conditional Use Permit ("CUP") from 12 to 24 months.**

**Sec. 33-1206. Expiration.**

Unless otherwise specified in the action granting a conditional use permit, any such permit shall become automatically null and void unless the uses authorized by the permit have been substantially implemented within ~~twelve (12)~~**24** months from the grant of the permit. The abandonment or non-use of a permit for a period of ~~twelve (12)~~**24** consecutive months shall also result in such permit becoming automatically null and void. The director shall have authority to grant extensions to the deadlines in this section. Once any portion of a conditional use permit is utilized, the other conditions thereof become immediately operative and must be strictly complied with.

**Consistency clean up to align authority to grant extensions for maps and permits with initial administrative action.**

**Sec. 33-1319. Powers and duties and procedure.**

(a) The zoning administrator is authorized to consider and approve, disapprove or modify applications and/or issue use permits, for requests that include, but are not limited to:

- (1) Minor conditional use permits as defined in Division 1 of this article;
- (2) Minor conditional use permits for non-residential parking pursuant to section 33-764 of Article 39;
- (3) Variances as defined in Division 2 of this article;
- (4) Reasonable accommodation as provided in Division 5 of this article;
- (5) Grading exemptions not associated with a discretionary project pursuant to section 33-1066(d) of Article 55;
- (6) Proposed modifications to an approved precise development plan pursuant to section 33-411 of Article 19;
- (7) Time extensions for maps and permits, **except those maps and permits initially approved by the director as specified in this Article and Chapter 32**, upon submittal of a written request for an extension request, justification statement, and payment of all required application fees;

**ARTICLE 63. TRANSIENT LODGING FACILITIES****Specific Plan authority reference.****Sec. 33-1348. Hotel conversions.**

(c) Authority.

(1) The director, or director's designee, shall have the authority to grant, conditionally grant, or deny a hotel conversion permit application for any use that is permitted in the zoning district. For projects including other discretionary actions that must be approved at a higher level than the director (such as by the planning commission or city council), the design review permit will also be decided upon at that higher level.

(2) The conversion of hotels, motels, and other transient lodgings to any other use that is conditionally permitted in the same zoning district shall be reviewed and considered by the planning commission through the issuance of a major conditional use permit, **or as otherwise identified in an applicable specific plan.**

## **ARTICLE 70. ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS**

### **Consistency changes to comply with State ADU Law**

#### **Sec. 33-1474. Development standards.**

(a) Accessory dwelling units shall be subject to all development standards of the zone in which the property is located, except as modified below. Notwithstanding, this section shall be interpreted liberally in favor of accessory dwelling unit construction. Furthermore, any property development standard provided herein that regulates the minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, and minimum lot size, for either attached or detached dwellings shall permit at least an eight hundred fifty (850) square foot accessory dwelling unit to be constructed in compliance with all other local development standards and building code requirements.

(1) Number of bedrooms. There is no allowed limit on the number of bedrooms provided that the accessory dwelling unit and/or junior accessory dwelling unit complies with local building and fire code requirements.

(2) The accessory dwelling unit shall be provided with a separate exterior entry. The accessory dwelling unit shall not have direct, interior access into the main building.

(3) The accessory dwelling unit shall include separate bath/sanitation facilities and include a separate kitchen.

(4) Setbacks. An attached or detached accessory dwelling unit, including a detached accessory unit that is attached to another accessory structure, shall be required to maintain minimum side and rear yard setbacks of at least four (4) feet, and shall comply with front yard setbacks for the underlying zone. For attached accessory structures, whether attached to the primary unit or another detached accessory structure, the portion of the structure which does not include the habitable floor area of the accessory dwelling unit shall comply with setback requirements for the underlying zone. Roof eaves and other architectural projections for accessory dwelling units shall comply with section 33-104.

(A) No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit. The accessory dwelling unit may include an expansion of not more than one hundred fifty (150) square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress, subject to the terms and limitations of this article.

(5) Maximum unit size. The maximum accessory dwelling unit size is determined by the size of the lot as provided in Table 33-1474. ~~The living area of the accessory dwelling unit shall not exceed more than fifty (50) percent of the existing or proposed living area of the primary residence.~~

(A) If authorized by the underlying zoning, an accessory dwelling unit may be attached to a guest house provided that the overall combined floor area of the combined building or structure does not exceed seventy-five (75) percent of the main unit.

(B) When an accessory dwelling unit is attached to other accessory building(s) or structure(s), such as a garage, carport, or patio cover, the overall combined building area of the structure(s) shall not exceed the existing floor area of the main residence.

**Table 33-1474**

Lot size	Maximum Permitted Accessory Dwelling Unit Size	
	<i>1 bedroom or less</i>	<i>More than 1 bedroom</i>
Less than 20,000 square feet	850 square feet	1,000 square feet
20,000 square feet or more	1,000 square feet	1,000 square feet

(6) Minimum unit size. The minimum permitted size of an accessory dwelling unit shall be the size of an efficiency unit as defined by the California [Health and Safety Code](#) section 17958.1. The minimum unit size of the residential zone shall not apply to the accessory dwelling unit that is built on the same legal lot as the primary residence in compliance with all local development standards.

(7) Height. Accessory dwelling units shall conform to the height limits of the zone, except that an accessory dwelling unit sixteen (16) feet in height shall be allowed regardless of the applicable height limit.

(8) Lot coverage. The combined area of all structures on a lot shall conform to the lot coverage limitation of the zone in which the property is located.

**(9) Number of accessory dwelling units on properties with more than one detached single-family dwelling. One ADU shall be permitted through conversion of space within proposed or existing space of a single-family dwelling or existing structure, and through construction of a new detached ADU.**

(b) Junior accessory dwelling units, as constructed within the existing or proposed single-family residence, shall be subject to all development standards of the zone in which the property is located, except as modified below.

(1) Number of bedrooms. There is no allowed limit on the number of bedrooms provided that the accessory dwelling unit and/or junior accessory dwelling unit complies with local building and fire code requirements.

(2) The junior accessory dwelling unit shall be provided with a separate exterior entry and may have direct, interior access into the main building.

(3) A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(4) The junior accessory dwelling unit shall include an efficiency kitchen.

(5) Maximum unit size. The maximum junior accessory dwelling unit size shall not exceed five hundred (500) square feet in total floor area and shall be contained entirely within an existing or proposed single-family residence and may include an expansion of not more than one hundred fifty (150) square feet beyond the same physical dimensions of the existing residence to accommodate ingress and egress.

(6) Minimum unit size. The minimum permitted size of a junior accessory dwelling unit shall be the size of an efficiency unit as defined by the California [Health and Safety Code](#) section 17958.1. The minimum unit size of the residential zone shall not apply to the junior accessory dwelling unit that is built on the same legal lot as the primary residence in compliance with all local development standards.

(7) Except as provided herein, a junior accessory dwelling unit shall comply with all other zoning code standards, including, but not limited to, setbacks, building height, floor area ratio, and lot coverage.

**(8) Number of junior accessory dwelling units on properties with more than one detached single-family dwelling. No JADUs shall be permitted on properties with multiple detached single-family dwellings.**



### ARTICLE 79. EAST VALLEY PARKWAY OVERLAY ZONE

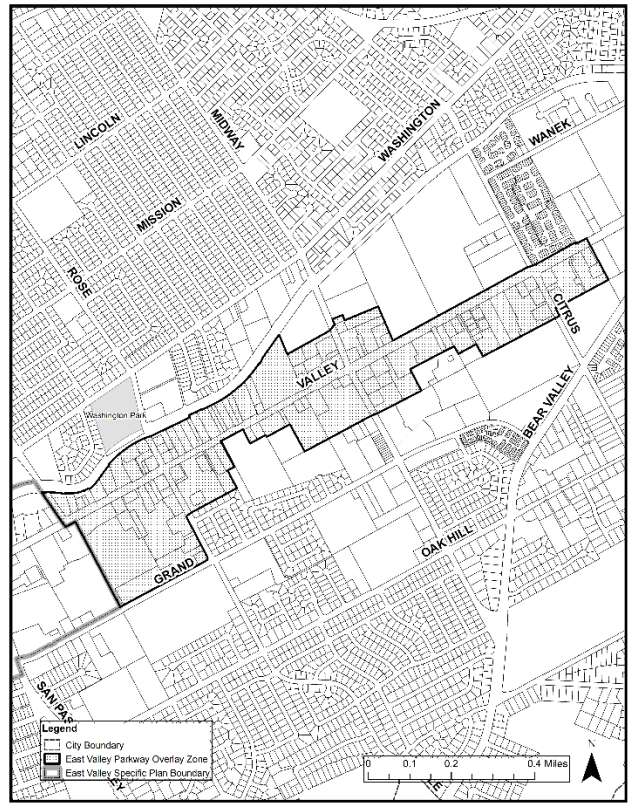
Update to the East Valley Parkway Overlay Zone due to East Valley Specific Plan adoption.

#### Sec. 33-1631. Land uses.

(a) Underlying zone. Areas zoned general commercial (CG), ~~commercial professional (CP)~~, ~~hospital professional (HP)~~, and ~~planned development residential (PD-R)~~ located within the overlay zone shall comply with any underlying zone requirements as well as the East Valley Parkway area plan.

(b) Conflict in zone standards. If there is any express conflict between the underlying zone standards and the overlay zone standards, the overlay zone standards shall prevail.

### EAST VALLEY PARKWAY OVERLAY ZONE



## ORDINANCE NO. 2023-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE 2023 OMNIBUS THAT AMENDS VARIOUS ARTICLES OF THE ESCONDIDO ZONING CODE AND ONE AMENDMENT TO THE ESCONDIDO SUBDIVISION ORDINANCE

CASE NO.: PL23-0329

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

SECTION 1. The City Council makes the following findings:

a) The City of Escondido Planning Division conducts an annual review of the Escondido Zoning Code to determine if any revisions are necessary to reflect State mandated changes, to correct errors or inconsistencies, and to address land use considerations that have previously been overlooked.

b) Planning Division staff identified the need to amend Articles 1 (General Provisions and Definitions), 6 (Residential Zones), 36 (Cargo Container Restrictions), 39 (Off-Street Parking), 55 (Grading and Erosion Control), 61 (Administration and Enforcement), 63 (Transient Lodging Facilities), 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units), and 79 (East Valley Parkway Overlay Zone) of the Escondido Zoning Code, and Article 2 (Tentative Maps) of the Escondido Subdivision Ordinance.

c) The Planning Commission of the City of Escondido, on September 26, 2023, held a duly noticed public hearing to consider the 2023 Omnibus amendments and recommended approval of the items as provided in Exhibit "B."

SECTION 2. The City Council of the City of Escondido did hold a duly noticed public hearing on October 11, 2023, as prescribed by law. At said hearing, this City Council received and considered the reports and recommendations of the Planning Commission and City staff, and gave all persons full

opportunity to be heard and to present evidence and testimony respecting said matter. Evidence was submitted to and considered by the City Council, including, without limitation:

- a. Written information including plans, studies, written and graphical information, and other material, submitted as part of the request;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The City Council staff report, dated October 11, 2023, with its attachments as well as City staff's recommendation on the request, which is incorporated herein as though fully set forth herein;
- d. The Planning Commission's recommendation on the request; and
- e. Additional information submitted during the public hearing.

SECTION 3. Upon consideration of the Findings of Fact/Factors to be considered, the City Council makes the substantive Findings of Fact and determinations attached hereto as Exhibit "A" and incorporated herein by reference as though fully set forth herein. Furthermore, the City Council desires at this time and deems it to be in the best public interest to, and does hereby approve said amendments, attached as Exhibit "B" hereto and incorporated herein by this reference as though fully set forth herein.

SECTION 4. ENVIRONMENTAL REVIEW. The proposed Zoning Code Amendments and one Subdivision Ordinance amendment are statutorily or categorically exempt from further review pursuant to the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, or are not considered a Project under CEQA, as follows. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of San Diego in accordance with CEQA Guidelines.

- a. A number of the amendments are not considered to be a Project under CEQA, as defined in section 15378(b)(5), specifically amendments that relate to error correction, formatting

- changes, and general reference cleans up, and for those amendments no further environmental review is required; and
- b. The amendments that relate to accessory dwelling units (Article 70) are statutorily exempt from CEQA pursuant to Public Resources Code section 21080.17 and CEQA Guidelines section 15282(h). Under Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county to implement the provisions of Sections 65852.1 or 65852.2 of the Government Code (Accessory Dwelling Unit law). CEQA Guidelines section 15282(h) statutorily exempts the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of sections 65852.1 and 65852.2 of the Government Code as set forth in section 21080.17 of the Public Resources Code; and
- c. The amendment that relates to a zone's permitted use table in Article 6 (Residential Zones) is categorically exempt pursuant to CEQA Guidelines section section 15304(e) (Minor Alterations to Land) as community gardens on City-owned properties would entail a minor temporary use of land having negligible or no permanent effects on the environment. Use of City-owned properties by non-City entities are subject to licensing agreements through the City's Real Property Division under the Economic Development Department and in accordance with the requirements of the Surplus Land Act ("SLA"); therefore, use of such lands for the purposes of community gardens would be temporary in nature. Further, none of the City-owned properties which would fall under the subject use are located in or near a sensitive environment. The City-owned properties impacted by the project include already developed sites, as well as vacant infill sites surrounded by development that have been previously disturbed; and

- d. The amendment that relates to Assembly Bill (“AB”) 1397 in Article 61 (Administration and Enforcement) is exempt pursuant to CEQA Guidelines section 15061(b)(3) as the incorporation by reference of AB 1397 (and associated Government Code section 65583.2) does not have the potential to cause a significant effect on the environment. The identified sites within the adopted sixth cycle housing element’s suitable sites inventory subject to the provisions of Gov. Code section 65583.2 are located within the Downtown, South Centre City, and East Valley Specific Plan areas which already permit for multifamily and mixed-use developments by-right, with or without a 20% affordability requirement. Further, the proposed text amendment is necessary to align the Escondido Zoning Code with state law and any conceivable impact of the proposed incorporation of such language would be speculative in the absence of specific development proposals; and
- e. None of the exceptions listed under CEQA Guidelines section 15300.2 apply to the 2023 Omnibus amendments. The project will not result in a cumulative impact from successive projects of the same type in the same place, over time, given the proposed project is consistent with the General Plan policies which were addressed in the General Plan Final EIR. There are no unusual circumstances surrounding the proposed project that result in a reasonable possibility of a significant effect on the environment because the project entails text corrections and consistency clean ups, as well as allowance of a use consistent with General Plan Agricultural Resources Policy 4.6. The project will not damage scenic resources, including trees, historic buildings, rock outcroppings or similar resources in that, sites eligible for the proposed community garden use are located on fewer than 10 lots within the City that are either already developed, or vacant and previously disturbed surrounded by development on all sides.

SECTION 5. SEVERABILITY. If any section, subsection sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 6. As of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. The City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

SECTION 8. The Ordinance shall become effective 30 days from the date of the passage.

## EXHIBIT "A"

### PLANNING CASE NOS. PL23-0329.

#### FACTORS TO BE CONSIDERED / FINDINGS OF FACT

##### Zoning Code Amendment Determinations:

1. That the public health, safety and welfare will not be adversely affected by the proposed change in that:
  - a. The proposed batch of Zoning Code amendments and Subdivision Code amendment correct internal inconsistencies, improve readability, update references to other code sections or regulatory documents, codify prior interpretations, and make the Code consistent with changing state or federal regulations. The proposed batch of Zoning Code amendments and Subdivision Code amendment are consistent with the objectives, policies, general land uses, and programs within the General Plan as they further Goal 2, Policy 2.1 of the Land Use and Community Form chapter because, among other things, they address changes in state laws; correct errors; improve existing regulations to eliminate uncertainty for staff, customers, and the public; and are not intended to be a comprehensive update to the local code or change land use densities or intensities; and
  - b. Over the years, staff and members of the public have found certain sections of the Escondido Zoning Code are sometimes vague, unclear, or conflicting, which results in confusion and potential disagreement in Code interpretation. It is important that the City of Escondido review policies and procedures on an on-going basis to ensure our resident-focused government through transparent services and positive organizational culture. These Zoning Code amendments and Subdivision Code amendment are the result of such review.
2. That the property involved is suitable for the uses permitted by the proposed Zoning Code amendments in that:
  - a. City-owned properties affected by the proposed use allowance within multifamily residential zones are limited in number and are sites already developed with improvements or are vacant and previously disturbed. Further, such use allowance would be subject to the real property process through the Economic Development Division which requires licensing agreements prior to any occupancy or improvement on a City-owned

- property. Such licensing requirements ensure applicable parties operate consistent with City requirements such as those related to noise; and
- b. The remaining amendments do not entail a project-specific site for the Project. The proposed Zoning Code amendments and Subdivision Code amendment would go into effect Citywide and would affect all properties subject to the Escondido Municipal Code and their respective land use designation and zoning district, as is appropriate for the Zoning Code amendments; and
3. That the uses permitted by the proposed Zoning Code amendments would not be detrimental to surrounding properties in that the Zoning Code amendment which affects allowable uses, such as those in Article 6 (Residential Zones) have been reviewed and analyzed as part of this Zoning Code amendment and are subject to licensing requirements through the City's Economic Development Department prior to any occupancy or improvement on a City-owned site. Such licensing requirements ensure applicable parties operate consistent with City requirements such as those related to noise.
  4. That the proposed Zoning Code amendments are consistent with the adopted general plan in that:
    - a. The Land Use and Community Form chapter states "Escondido's growth and development patterns are to be managed in a way that does not overwhelm or reduce the quality of community services, safety and protection provided by the city." The proposed Zoning Code amendments are consistent with this statement and will not adversely impact the public health, safety and welfare because those related to Chapter 32, Article 2 (Tentative Maps) and Chapter 33, Article 1 (General Provisions and Definitions), Article 36 (Cargo Container Restrictions), Article 39 (Off-Street Parking), Article 55 (Grading and Erosion Control), Article 61 (Administration and Enforcement), Article 63 (Transient Lodging Facilities), Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units), and Article 79 (East Valley Parkway Overlay Zone) are nominal in nature and/or are a requirement of state law;
    - b. The proposed Zoning Code amendments and Subdivision Code amendment correct internal inconsistencies, improve readability, update references to other code sections or regulatory documents, codify prior interpretations, and make the Code consistent with changing state or federal regulations. The proposed Zoning Code amendments are consistent with the objectives, policies, general land uses, and programs within the General Plan as they further Goal 2, Policy 2.1 of the Land Use and Community Form chapter because, among other things, they address changes in state laws; correct errors; improve existing regulations to eliminate uncertainty for staff,



customers, and the public; and are not intended to be a comprehensive update to the local code or change land use densities or intensities; and

- c. The Resource Conservation chapter, Agricultural Resources Policy 4.6 states, “[p]ermit the development of community gardens on vacant properties in commercial and industrial areas and multi-family neighborhoods, provided that they are managed and operated to prevent adverse impacts on adjoining uses.” The proposed use change to Article 6 (Residential Zones) would permit for community gardens on City-owned properties only, subject to the real property process through the Economic Development Department which requires licensing agreements prior to any occupancy or improvement on a City-owned property. Such licensing requirements ensure applicable parties operate consistent with City requirements such as those related to noise.
5. That the relationship of the proposed Zoning Code amendments is applicable to specific plans in that the proposed Project would not conflict with any specific plan as the proposed Zoning Code amendments are consistent with the objectives, policies, general land uses, and programs within the General Plan as they further Goal 2, Policy 2.1 of the Land Use and Community Form chapter because, among other things, they address changes in state laws; correct errors; improve existing regulations to eliminate uncertainty for staff, customers, and the public; and are not intended to be a comprehensive update to the local code or change land use densities or intensities.

# Omnibus 2023

## Chapter 32

Subsection B of Section 32.210.02 of Article 2, Chapter 32 of the Escondido Municipal Code is hereby repealed in its entirety and a new Subsection B of Section 32.210.02 is hereby added as follows:

### **32.210.02. Extension Of Time.**

B. The time at which an approved or conditionally approved Tentative Map expires may be extended by the legislative body or advisory agency, or Director for subdivisions of four lots or fewer, for a period or periods not exceeding a total of six (6) years. A public hearing and/or public notice may be required if the Director of Development Services determines that it is warranted.

# Omnibus 2023

## Chapter 33

The definition of *urban lot split* in Section 33-8 of Article 1, Chapter 33 of the Escondido Municipal Code is hereby repealed and a new definition of *urban lot split* in Section 33-8 is hereby added as follows:

### **Sec. 33-8. Definitions.**

*Urban lot split* means the subdivision of any lot in a single-family residential zone or parcels designated for primarily single-family development in a specific plan into two lots and shall have the same meaning as stated in California Government Code Section 66411.7.

# Omnibus 2023

Table 33-94 of Section 33-94 of Article 6, Chapter 33 of the Escondido Municipal Code is hereby repealed in its entirety and a new Table 33-94 and notes are hereby added as follows:

## Sec. 33-94. Permitted and conditional uses and structures.

Table 33-94 lists those uses in residential districts that are permitted (P) or subject to a major conditional use permit (C) or minor conditional use permit (C#).

**Table 33-94**

<b>Permitted/Conditional Uses &amp; Structures</b>	<b>R-A</b>	<b>R-E</b>	<b>R-1</b>	<b>R-T</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>	<b>R-5</b>
<b>Residential and Lodging</b>								
Single-family dwellings detached	P	P	P		P	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>
Mobilehome on parcel alone, pursuant to section 33-111	P	P	P	P				
Two-family dwelling units and urban lot splits		P <sup>2</sup>	P <sup>2</sup>					
Two-family, three-family, and multiple-family dwellings					P	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>
Mobilehome parks pursuant to Article 45 and Title 25. A minimum 400,000 sq. ft. in land area required			C	C	C			
Small lot developments pursuant to section 33-114					P	P <sup>1</sup>		
Transitional housing and supportive housing constructed as residential dwellings consistent with the underlying zone pursuant to section 33-8 of Article 1	P	P	P	P	P	P	P	P
Rooming house, boarding house, mini-dorms etc. with central kitchen, interior access to sleeping rooms					C	C	C	C
<b>Permitted/Conditional Uses &amp; Structures</b>	<b>R-A</b>	<b>R-E</b>	<b>R-1</b>	<b>R-T</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>	<b>R-5</b>
Bed and breakfast facilities, pursuant to Article 32	C#	C#	C		C	C	C	C
Senior housing	P	P	P	P	P	P	P	P
<b>Care in Residential Zones</b>								

# Omnibus 2023

Permitted/Conditional Uses & Structures	R-A	R-E	R-1	R-T	R-2	R-3	R-4	R-5
Licensed residential care facilities and group quarters for 6 or fewer persons including, but not limited to, sanitariums, convalescent homes, rest home services, transitional and supporting housing	P	P	P	P	P	P	P	P
Licensed residential care facilities and group quarters for 7 or more persons, including, but not limited to, sanitariums, convalescent homes, rest home services, transitional and supportive housing	C	C	C		C	C	C	C
Small and large family day care as defined in section 33-8 pursuant to section 33-1104 of Article 57	P	P	P		P	P	P	P
Day nurseries, child care centers (excluding small and large family care which are permitted uses)	C	C	C		C	C	C	C
<b>Agriculture and Animals</b>								
Animal specialties, poultry and egg production, rabbits, apiaries, aviaries, small animal farms	C							
Animals other than those listed in Table 33-95a, and provisions pursuant to section 33-1116 of Article 57	C#	C#	C#					
Field and seed crops	P							
Horse stable (commercial), subject to sections 33-144(b) and 33-145, with the quantities of animals allowed pursuant to Table 33-95a or Article 9	C	C						
Livestock (on sites exceeding nine acres)	C							
Truck crops (includes vegetables, berries, melons); Orchards and vineyards (fruit and tree nuts); Horticultural specialties	P	P	P					
Wineries with a tasting room pursuant to section 33-1107 of Article 57	C	C						

# Omnibus 2023

<b>Permitted/Conditional Uses &amp; Structures</b>	<b>R-A</b>	<b>R-E</b>	<b>R-1</b>	<b>R-T</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>	<b>R-5</b>
Wineries without a tasting room pursuant to section 33-1107 of Article 57 (at least 50% of fruit used in winemaking must be grown on site)	P	P						
Community Gardens on City-owned property					P <sup>3</sup>	P <sup>3</sup>	P <sup>3</sup>	P <sup>3</sup>
<b>Social, Religious, Educational, Recreational, Governmental</b>								
Golf courses, private and public	C	C	C	C	C	C		
Government services (except correctional institutions)	C	C	C	C	C	C	C	C
Nursery, primary and secondary (grades K-12), post-secondary and professional schools and education	C	C	C		C	C	C	C
Religious activities, civic associations, social clubs and fraternal organizations and lodges	C	C	C	C	C	C	C	C
Resorts and group camps	C							
Tennis courts, private membership only	C	C	C	C	C	C		
Youth organizations pursuant to section 33-1105 of Article 57	C	C	C	C	C	C	C	C
Other public recreation uses and structures	C	C	C	C	C	C	C	C
<b>Utility and Communications Operations</b>								
Communications (excluding offices and relay towers, microwave or others)	C	C	C	C	C	C	C	C
Utility facilities	C	C	C	C	C	C	C	C
Wireless service facilities on private property, including communication antennas, pursuant to Article 34	C	C	C	C	C	C	C	C
<b>Permitted/Conditional Uses &amp; Structures</b>	<b>R-A</b>	<b>R-E</b>	<b>R-1</b>	<b>R-T</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>	<b>R-5</b>
<b>Miscellaneous</b>								
Aluminum can and newspaper redemption centers without can crushing facilities (only as an accessory use to nursery, primary,	C	C			C	C	C	C

# Omnibus 2023

Permitted/Conditional Uses & Structures	R-A	R-E	R-1	R-T	R-2	R-3	R-4	R-5
secondary, post-secondary and professional education, and religious activities)								
Arts and crafts shows as defined in section 33-8, with permit pursuant to section 33-1119 of Article 57	P	P	P	P	P	P	P	P
Cemeteries and/or mausoleums	C	C	C		C			
Uses or structures permitted or conditionally permitted by this zone and involving hazardous materials (pursuant to section 33-666 of Article 30)	C	C	C	C	C	C	C	C

**Notes:**

- 1 No vacant or underdeveloped lot or parcel of land in any R-3, R-4, and R-5 zone shall be improved or developed at a density below seventy (70) percent of the maximum permitted density. Exceptions to the minimum density requirement may be granted in writing as part of the plan approval required by section 33-106 provided the development will not preclude the city from meeting its housing needs as described in the housing element of the Escondido general plan. Minimum density requirements shall not apply to property owners seeking to enhance or enlarge existing dwelling units or construct other accessory structures on a site.
- 2 Subject to requirements under section 33-116.
- 3 Subject to required licensing agreements through the City’s real property process.

# Omnibus 2023

Subsection (a) of Section 33-721 of Article 36, Chapter 33 of the Escondido Municipal Code is hereby repealed in its entirety and a new Subsection (a) of Section 33-721 is hereby added as follows:

**Sec. 33-721. Permitted locations and prohibitions.**

(a) It is unlawful to place, use, allow or maintain cargo containers on residential property zoned R-1, R-2, R-3, R-4, R-5 or RT; unless specifically exempted pursuant to this article.



# Omnibus 2023

Section 33-760 of Article 39, Chapter 33 of the Escondido Municipal Code is hereby repealed in its entirety and a new Section 33-760 is hereby added as follows:

**Sec. 33-760. Off-street parking.**

The number of off-street parking spaces required in connection with any particular land use shall be not less than that set forth in the applicable zoning regulations or as set forth in this article, unless otherwise preempted by state law.

# Omnibus 2023

Paragraph (1) of Subsection (a) of Section 33-1068.B of Article 55, Chapter 33 of the Escondido Municipal Code is hereby repealed in its entirety and a new Paragraph (1) of Subsection (a) of Section 33-1068.B is hereby added as follows:

**Sec. 33-1068.B. Restrictions on removal of vegetation.**

(1) Requests to remove and replace trees located within the public right-of-way shall be submitted to the city engineer pursuant to Article 62 of this chapter.

# Omnibus 2023

Section 33-1314 of Article 61, Chapter 33 of the Escondido Municipal Code is hereby repealed in its entirety and a new Section 33-1314 is hereby added as follows:

## **Sec. 33-1314. Definition, purpose, and applicability.**

(a) *Plot plan* means a zoning instrument used primarily to review the location and site development of certain permitted land uses. The plot plan review process is required when any of the following are proposed in a multifamily, commercial, or industrial zone:

- (1) A new building, structure, or addition;
- (2) A new permitted use of land or existing structure that may require additional off-street parking;
- (3) A modification of an existing development affecting the building area, parking (when a reduction in parking spaces is proposed), outdoor uses, or on-site circulation. Changes to parking areas that do not result in a reduction in parking spaces are exempt from plot plan review, but require design review, as provided in section 33-1355(b)(2);
- (4) As may otherwise be required by this chapter.

Plot plan review is not required for residential development created by a planned development or residential subdivision of single-family lots.

(b) *Minor plot plan* may include, but shall not be limited to, a change in use with no additional floor area, minor building additions, outdoor storage as an accessory use in the industrial zones, or other site plan changes affecting site circulation and parking, as determined by the director.

(c) *Major plot plan* may include, but shall not be limited to, new construction, reconstruction and additions of facilities permitted in the underlying zone, or other projects that exceed thresholds for a minor plot plan, as determined by the director. All two-family dwelling projects proposed pursuant to section 33-115 shall be subject to the approval of a major plot plan.

(d) Pursuant to AB 1397, rezoning of sites for the RHNA past the April 15, 2021 statutory deadline is subject to by-right approval of housing projects that include 20% of lower income units. Select sites identified in the City's adopted Suitable Sites Inventory (Appendix B of the City's Housing Element) are subject to the required by-right provisions of AB 1397 (Government Code section 65583.2). The select sites identified in the City's adopted Suitable Sites Inventory provide by-right approval through the plot plan review process for multi-family housing consistent with the densities and development standards established for the specific plan areas. To be consistent with AB 1397, this section further

# Omnibus 2023

specifies that housing projects setting aside 20% of the units for lower income households are permitted by-right, without discretionary review.

# Omnibus 2023

Section 33-1315 of Article 61, Chapter 33 of the Escondido Municipal Code is hereby repealed in its entirety and a new Section 33-1315 is hereby added as follows:

**Sec. 33-1315. Authorization, procedure and modifications.**

(a) Authorization. The director, or designee, shall have the authority to grant, conditionally grant or deny a plot plan application, or refer it to the planning commission as provided for in Section 65900 et seq. of the California [Government Code](#), based on sound principles of land use.

(b) Procedure. Application for a plot plan may be initiated by the property owner or agent of the property affected. Application shall be made on forms provided by the city and shall be accompanied by the appropriate fee. A discretionary project application shall further be accompanied by such materials as required by the director. The project shall be reviewed for conformance to all applicable requirements of the general plan, zoning code, specific plans, area plans, city design standards, building and safety requirements, and other applicable city standards, to the satisfaction of the director.

(c) Modifications. The director may approve or conditionally approve minor modifications to a project that are consistent with the intent of the plot plan approval and do not intensify the use(s) on the site.

# Omnibus 2023

Section 33-1206 of Article 61, Chapter 33 of the Escondido Municipal Code is hereby repealed in its entirety and a new Section 33-1206 is hereby added as follows:

**Sec. 33-1206. Expiration.**

Unless otherwise specified in the action granting a conditional use permit, any such permit shall become automatically null and void unless the uses authorized by the permit have been substantially implemented within 24 months from the grant of the permit. The abandonment or non-use of a permit for a period of 24 consecutive months shall also result in such permit becoming automatically null and void. The director shall have authority to grant extensions to the deadlines in this section. Once any portion of a conditional use permit is utilized, the other conditions thereof become immediately operative and must be strictly complied with.

# Omnibus 2023

Paragraph (7) of Subsection (a) of Section 33-1319 of Article 61, Chapter 33 of the Escondido Municipal Code is hereby repealed in its entirety and a new Paragraph (7) of Subsection (a) of Section 33-1319 is hereby added as follows:

**Sec. 33-1319. Powers and duties and procedure.**

(7) Time extensions for maps and permits, except those maps and permits initially approved by the director as specified in this Article and Chapter 32, upon submittal of a written request for an extension request, justification statement, and payment of all required application fees;

# Omnibus 2023

Paragraph (2) of Subsection (c) of Section 33-1348 of Article 63, Chapter 33 of the Escondido Municipal Code is hereby repealed in its entirety and a new Paragraph (2) of Subsection (c) of Section 33-1348 is hereby added as follows:

**Sec. 33-1348. Hotel conversions.**

(2) The conversion of hotels, motels, and other transient lodgings to any other use that is conditionally permitted in the same zoning district shall be reviewed and considered by the planning commission through the issuance of a major conditional use permit, or as otherwise identified in an applicable specific plan.



# Omnibus 2023

Paragraph (5) of Subsection (a) of Section 33-1474 of Article 70, Chapter 33 of the Escondido Municipal Code is hereby repealed in its entirety and a new Paragraph (5) of Subsection (a) of Section 33-1474 is hereby added as follows:

**Sec. 33-1474. Development standards.**

(5) Maximum unit size. The maximum accessory dwelling unit size is determined by the size of the lot as provided in Table 33-1474.

# Omnibus 2023

Subsection (a) of Section 33-1474 of Article 70, Chapter 33 of the Escondido Municipal Code is hereby amended to add new Paragraph (9) as follows:

**Sec. 33-1474. Development standards.**

(9) Number of accessory dwelling units on properties with more than one detached single-family dwelling. One ADU shall be permitted through conversion of space within proposed or existing space of a single-family dwelling or existing structure, and through construction of a new detached ADU.

# Omnibus 2023

Subsection (b) of Section 33-1474 of Article 70, Chapter 33 of the Escondido Municipal Code is hereby amended to add new Paragraph (8) as follows:

**Sec. 33-1474. Development standards.**

(8) Number of junior accessory dwelling units on properties with more than one detached single-family dwelling. No JADUs shall be permitted on properties with multiple detached single-family dwellings.

# Omnibus 2023

Subsection (a) of Section 33-1631 of Article 79, Chapter 33 of the Escondido Municipal Code is hereby repealed in its entirety and a new Subsection (a) of Section 33-1631 is hereby added as follows:

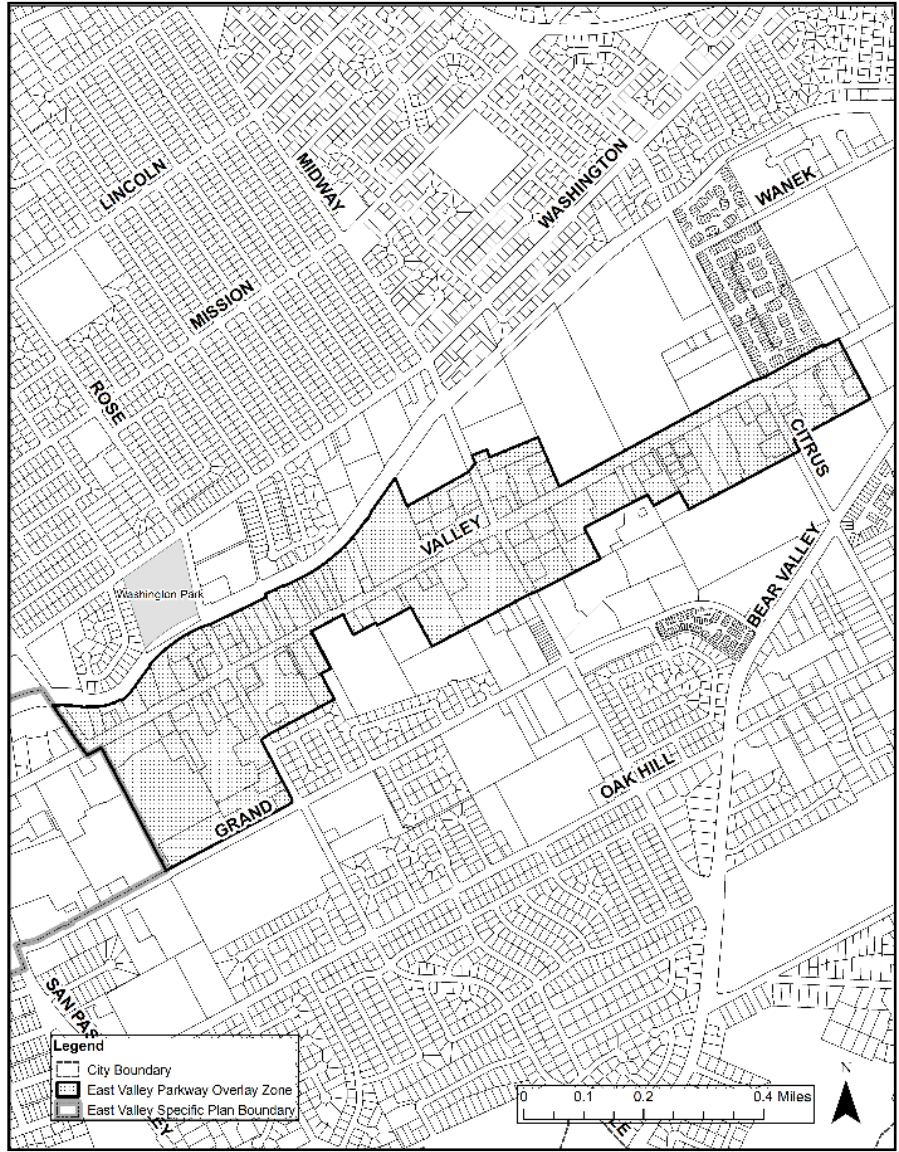
**Sec. 33-1631. Land uses.**

(a) Underlying zone. Areas zoned general commercial (CG) and located within the overlay zone shall comply with any underlying zone requirements as well as the East Valley Parkway area plan.

# Omnibus 2023

The East Valley Parkway Overlay Zone map in Article 79, Chapter 33 of the Escondido Municipal Code is hereby repealed in its entirety and a new East Valley Parkway Overlay Zone map is hereby added as follows:

## EAST VALLEY PARKWAY OVERLAY ZONE





October 11, 2023

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**Item No. 13: SAN DIEGO COUNTY WATER  
AUTHORITY -**

- **No materials available for this item.**



# STAFF REPORT

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October 11, 2023

File Number 0600-10; A-3479

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## SUBJECT

**APPROVAL OF THE CITY'S MEMBERSHIP TO THE NORTH COUNTY DISPATCH JOINT POWERS AUTHORITY AND EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE PROVISION OF FIRE DEPARTMENT DISPATCHING SERVICES**

## DEPARTMENT

Fire

## RECOMMENDATION

Request the City Council adopt Resolution No. 2023-95 approving the City of Escondido ("City") becoming a Member Agency of the North County Dispatch Joint Powers Authority ("NCDJPA") and authorizing the Mayor, on behalf of the City, to execute the attached Joint Exercise of Powers Agreement with NCDJPA for the provision of Fire Department dispatching services.

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

Presenter: John Tenger, Fire Chief; Jeff Sargis, Deputy Fire Chief; Ed Varso, Police Chief

## FISCAL ANALYSIS

As a result of membership, the City will receive 12 months of dispatching service at no cost and there will be no startup costs due to NCDJPA. However, the Fire Department will incur expenses of approximately \$50,000 to configure the fire station alerting systems and establish mobile data computer connectivity. After the first 12 months of service, the annual ongoing cost for NCDJPA membership is expected to be \$1,070,000 and will be encumbered by the Fire Department's Maintenance and Operating Budget. Annual service costs are based on Escondido Fire call volume as a percentage of the total cost to operate the NCDJPA.

In addition, the City of Escondido will pay for NCDJPA to hire 3 additional Fire Communications Dispatchers as a result of the increase in calls directly related to the City of Escondido joining NCDJPA. Additionally, joining NCDJPA as a Member Agency is not anticipated to result in the elimination of any existing positions within the City's Police Department.

At the end of the first 12 months, NCDJPA staff will perform an analysis to determine the actual cost incurred related to the 3 additional Fire Communications Dispatchers. The cost of this one-time expense is expected to be \$390,000 and will be encumbered by the Fire Department's budget and payed over four years at \$97,500 per year with no interest. The cost of the 3 positions beginning in year 2 would be included in NCDJPA's general operating budget and assessed to all agencies.



# CITY of ESCONDIDO

## STAFF REPORT

It is anticipated the Fire Department will begin receiving actual dispatching services from the NCDJPA in January of 2024.

### PREVIOUS ACTION

None.

### EXECUTIVE SUMMARY

The City of Escondido Fire Department currently receives dispatch services from the City of Escondido Police Department. When Escondido Fire requires additional resources in the form of mutual or automatic aid for large or multiple incidents, the City of Escondido Dispatch Center dispatches Escondido emergency personnel to the scene, then calls the NCDJPA Dispatch Center to request additional resources to be dispatched from surrounding communities.

While Escondido's current dispatch delivery system was common in the past, Escondido is now the only jurisdiction that uses this arrangement in San Diego County. All other fire departments in San Diego County are dispatched by one of four regional dispatch centers dedicated to fire and emergency medical services. Although maintaining dispatch services in-house in Escondido brings with it a sense of pride, it can fail to satisfy public expectations of modern-day emergency services that are better leveraged through a regional dispatch center. Furthermore, Escondido dispatchers are required to perform as both police and fire dispatchers, which are very different in nature, cadence, language, and scope.

NCDJPA, also known as North Comm, is a regional fire Dispatch Center that serves northern San Diego County, an area also referred to as the North Zone. The benefit of Escondido joining NCDJPA will be improved and enhanced service levels to the public and first responders. These changes would improve firefighter safety, improve response times both in areas of Escondido that are farther from our fire stations and for incidents that require significant mutual aid resources, provide opportunities to adjust our service delivery model within a robust system of care, and leverage the operational and technological advantages already being used by NCDJPA member agencies.

### BACKGROUND

NCDJPA was formed in July 1984 as a regional fire and emergency medical services dispatch center. Current members include the cities of Carlsbad, Encinitas, Oceanside, San Marcos, Solana Beach, Vista, plus the Rancho Santa Fe Fire Protection District, and North County Fire Protection District (Fallbrook). In addition, the NCDJPA provides contracted dispatch services to the CSA-17 Ambulance District, Rancho Santa Fe Security Patrol, and fire departments serving the communities of Del Mar, Pala, Pauma, Rincon, San Pasqual, and Valley Center. NCDJPA is financially stable (as are its member agencies), has significant reserves, and has been at or near 100% funding of their PERS liability for the past 4 years. The City of





# CITY of ESCONDIDO

## STAFF REPORT

Escondido Fire Department remains the only non-participating agency in the northern San Diego County region.

Besides serving as the primary dispatch center for its member agencies, the NCDJPA dispatch center also serves as the San Diego County Operational Area dispatch center under the California Fire and Rescue Mutual Aid Plan. As the Operational Area dispatch center, NCDJPA coordinates the assignment of San Diego County local government and California Office of Emergency Services (OES) resources to incidents throughout the region and the state as part of the California OES Mutual Aid system. These duties require NCDJPA dispatchers to provide daily reports on the status of all resources available in the Operational Area for mutual aid assignments, provision assignments based on availability, and continually track assigned resources. Member Agencies receiving dispatch services from NCDJPA benefit from the direct connection with the state when mutual aid resources are needed. In addition, the experience from being the Operational Area Dispatch Center gives North Comm dispatchers and support staff extensive experience in large scale emergency resource organization and mobilization.

The NCDJPA dispatch center is located next to Rancho Santa Fe Fire District Station 1. They employ 35 staff members, including 22 dispatchers and supervisors, plus administrative staff providing finance and human resources work, support staff providing data analytics, GIS, IT, and radio support, as well as a four-person management team lead by the administrator. North Comm has been looking for several years at finding a new building somewhere in North San Diego County that is central in the North Zone.

The NCDJPA Board of Directors (BOD) is comprised of one elected official from each member agency, with each member having an equal vote. The Fire Chiefs of the respective agencies serve in an advisory capacity to the BOD and NCDJPA Administrator. Typically, the Fire Chiefs meet as a group once a month to discuss operational issues and develop recommendations for future agenda items. The NCDJPA Fire Chief meetings take place at various locations in the North Zone region. The Chiefs individually brief their respective board members prior to the quarterly BOD meetings, which are held on the 4<sup>th</sup> Wednesday in February, May, August, and November at 10 a.m. at a Member Agency's council chambers. BOD meetings in 2023 will be held at Oceanside City Hall.

### **Operational Advantages:**

An immediate operational advantage of Escondido City joining the NCDJA will be the ability of NCDJPA to immediately dispatch the closest unit(s) to an emergency scene regardless of jurisdictional boundaries. Under this scenario, the NCDJPA's Computer Aided Dispatch (CAD) system will select for dispatch those available units that are closest to the scene of an emergency, using their automatic vehicle location (AVL)



# CITY of ESCONDIDO

## STAFF REPORT

and call routing systems. This will result in emergency personnel from another agency responding to an incident in our community or vice versa, reducing response times. This would most likely occur when the primary unit responding from our City is already on a call. Response time savings could range from thirty seconds to more than three minutes. In addition, utilizing the NCDJPA regional dispatch center will give the City the ability to analyze the effect boundary drops would have on future response areas and service levels.

Reduced response times to incidents involving mutual aid and automatic aid will also be realized as a result of joining the NCDJPA (although proportionately, they are a small percentage of our total call volume). Automatic aid is an agreement by adjoining Member Agencies to provide an emergency response into a neighboring jurisdiction for an incident that requires significant emergency response resources. The criteria for these automatic aid response agreements are then programmed into the NCDJPA CAD system to automatically select the necessary compliment of emergency resources (from local and surrounding jurisdictions) to respond to a particular incident. Dispatching needed emergency resources from multiple jurisdictions at the same time by the NCDJPA Dispatch Center will shave up to approximately two minutes off the dispatching time for units responding into certain location in our community and an equivalent amount of time when Escondido is requested to respond to an incident in a certain area of a neighboring community. Currently, when Escondido requires assistance in the form of mutual or automatic aid, our Dispatch Center first dispatches Escondido emergency personnel to the scene, then calls the NCDJPA Dispatch Center to request that additional resources be dispatched from surrounding communities resulting in longer dispatch times.

NCDJPA offers the ability to constantly monitor the command radio channel on significant incidents. Ideally, on a major incident, the Incident Commander (IC) establishes communication on both a command and a tactical channel separate from the dispatch channel, to avoid overwhelming the dispatch channel. The command channel is used by the IC to organize resources on scene, contact the dispatcher to request additional resources, and by field personnel to contact the IC. By segregating communications by operational purpose on the scene of an incident, safety and efficiency are improved. Due to call volume workloads associated with handling both fire and police calls at the Escondido Dispatch Center, the fire dispatcher serves as backup to the 9-1-1 call taker and the police dispatcher. This does not allow time for the fire dispatcher to constantly monitor the command channel on significant incidents for resource requests from the IC, log significant events into CAD or monitor changes in the severity of the incident. Thereby requiring the incident commander to communicate with dispatch via the dispatch channel. NCDJPA has a minimum of 4 dispatchers on-duty, daytime staffing of 6 and peak period staffing of 7. This allows dispatchers to be dedicated to command channels and even tactical channels during working incidents. This provides for better communication between the dispatcher and the IC, as the dispatcher



# CITY of ESCONDIDO

## STAFF REPORT

can listen to how the incident is progressing and anticipate the types of requests that will be made by the IC.

Concentrating all northern San Diego fire agencies onto a single Dispatch Center improves dispatcher confidence and performance. By routing fire, rescue, and medical emergencies to a single Dispatch Center, the NCDJPA dispatchers are able to focus their efforts in maintaining their skills in the specialized field of fire dispatching. By contrast, due to the sheer volume of Escondido's Police radio traffic (90%), as compared to Escondido's fire calls (10%), Escondido dispatchers spend the vast majority of their time responding to police related calls. This provides them with few opportunities to practice and exercise their skills to be efficient and confident fire and emergency medical dispatchers. This is especially true when it comes to the high-risk low-frequency fires that exceed a first alarm response. The NCDJPA dispatchers have a much greater opportunity to maintain their skills providing pre-arrival medical instructions and in dispatching mutual and automatic aid requests. Conversely, by eliminating the need for training dispatchers in both police and fire dispatching protocols, Escondido Dispatch Center's personnel will be able to concentrate their efforts on their primary function as police dispatchers. This will eliminate the need for fire-related training, continuing education, and medical dispatching quality improvement programs, greatly shortening the training time needed for Escondido's dispatchers. This will have a positive effect on recruitment and retention.

As the number of emergency calls that are medical in nature continues to rise each year, it has become obvious that the Escondido Fire Department should not continue to dispatch a Fire Engine and Paramedic Rescue Ambulance to every call for help. Through the Fire Department Quality Assurance and Improvement Program it has become clear that 30 to 40 percent of requests for medical aid can be appropriately managed with fewer personnel and personnel with a lower level of medical licensure. The logical solution is to match the required resources to each individual situation.

Tiered dispatch is the process by which call takers triage requests for medical aid with a series of questions designed to determine the level of response required to adequately manage the situation described by the caller. Once the call taker arrives at a computer generated "Determinant Code" the call can be transmitted to the appropriate units for response. In the tiered dispatch model, high acuity calls will continue to receive the current response (Fire Engine and Paramedic Rescue Ambulance). However, lower acuity requests would receive a response consisting of fewer personnel and/or Basic Life Support ambulance staffed by Emergency Medical Technicians (EMT), who have a lower level of medical licensure than Paramedics. The response level is based on the "Determinant Code" in order to send the right resources to the right patient at the right time.



# CITY of ESCONDIDO

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While the Escondido Police and Fire Communication Center personnel have proven very capable of arriving at proper “Determinant Codes” (98% accuracy rate), the time demand placed on call takers is significant. With high call volumes and increased attention required for each request for medical aid, our short-staffed Communication Center is taxed by the demands of this complex system of resource allocation. Additionally, requests for medical aids are less than 10% of the Communication Centers overall workload. This requires call takers and dispatcher to constantly switch from one mode of operation to another. Medical aids are handled differently than fires, both are handled differently than police calls.

NCDJPA implemented their tiered dispatch call handling in July 2021, including auto-voice (similar to Escondido) and auto-dispatch functionality. The latter functionality is programmed into the CAD system, so that as soon as a call taker enters an incident into the system it is dispatched without dispatcher intervention. NCDJPA analysis showed this saved an average of 12 seconds per incident, reducing the overall response time to emergencies. Part of the NCDJPA tiered dispatch system includes quality assurance reviews of random and targeted incidents by a dedicated staff member with certification in such analysis.

NCDJPA Member Agencies also enjoy several enhanced levels of service and technology that the combined power of the JPA brings versus agencies trying to do so on their own. NCDJPA provides IT staff, GIS staff, a data analyst, and a radio technician who all directly support their Member Agencies. This group performs maintenance on MDCs, coordinates the station alerting system, maintains mapping data, creates pre-plans, assists executive staff with reporting for city councils or city managers, as well as LAFCO reporting and standards of cover analysis, and maintains VHF radio sites. This will also drastically reduce the workload on Escondido’s IS department.

NCDJPA Member Agencies have access to Tablet Command, an app that shows both list and map views of active incidents throughout the region. Member Agencies have used this program to provide real-time situational awareness not only to fire department staff but to executive city management staff, including city managers and finance directors. They also have access to LiveMUM Mobile, a real-time tool that is available to chief officers’ mobile devices to show unit availability across the North Zone. NCDJPA dispatchers also use LiveMUM, a sophisticated program that uses two years of incident data and forecasting to recommend when and where to move fire units from one station to another in order to provide better coverage when major incidents or activity levels require it, improving resource management.

An additional advantage of Escondido joining NCDJPA will be in the increased opportunities for regional



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coordination. Escondido already participates in North Zone committee meetings, including operations, training, and EMS. However, we are not included in some executive level meetings that only NCDJPA Member Agencies attend. Collaboration at this level has often been the birthplace of efforts that ultimately improve efficiencies, eliminate redundancy, and improve specialization.

Finally, as previously mentioned, Escondido Fire is the only North County City not participating in the NCDJPA. This conversion would result in a single, regional fire Dispatch Center for the North Zone serving all of north San Diego County (such as the Heartland Dispatch JPA does in the east county). This will allow the NCDJPA to allocate all the North Zone resources in a timely and coordinated manner in the event of a major disaster or significant incident requiring resources from multiple agencies. It will also provide for better communications at the scene of major incidents by providing a single command center that can quickly be staffed with a chief officer to coordinate the utilization of North Zone agency resources. A rotating on-call list for a fire operation chief from a NCDJPA member agency is in place. Whenever a major incident occurs, including working 2-alarm fires or greater, the duty chief is assigned to the NCDJPA Dispatch Center to provide additional management level oversight of incident coordination, as well as to act as a liaison to all fire departments in the North Zone. This is in contrast to a simple communications center that only facilitates requests by field personnel, whereas a "command center" (such as the NCDJPA) has the ability to manage regional resource deployments to major incidents.

### **Alternatives:**

The only viable alternative is to continue to be dispatched through the Escondido Dispatch Center. With the increase in call volume from both police and fire/EMS calls this would necessitate the hiring of two additional dispatchers in order to maintain a minimum of four dispatchers (one call taker, one police dispatcher, one fire dispatcher and one supervisor to an already taxed system) on a 24-hour basis. In addition, one full-time Emergency Medical Dispatch Quality Assurance supervisor (EMDQA supervisor) would need to be added to assist with the comprehensive development of the "Tiered Dispatch" model. Lastly, improvement in orientation, training, and emergency medical dispatch quality improvement programs would need to be enhanced.

In theory, with the addition of personnel and training, the level of service provided by Escondido's Dispatch Center could approach that provided by the NCDJPA. However, the mentioned operational advantages of consolidating the North County region into one fire Dispatch Center cannot be achieved by continuing to maintain our own Dispatch Center separate from the regions.

### **RESOLUTIONS**



# CITY *of* ESCONDIDO

## STAFF REPORT

- a. Resolution No. 2023-95

### **ATTACHMENTS**

- a. Joint Exercise of Powers Agreement between the North County Dispatch Joint Powers Authority and the City of Escondido
- b. Board of Directors of the North County Dispatch Joint Powers Authority Resolution 23-08

## RESOLUTION NO. 2023-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE CITY'S MEMBERSHIP TO THE NORTH COUNTY DISPATCH JOINT POWERS AUTHORITY AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE PROVISION OF FIRE DEPARTMENT DISPATCHING SERVICES

WHEREAS, the City of Escondido ("City") and the North County Dispatch Joint Powers Authority ("NCDJPA") are public agencies organized and existing under the laws of the State of California; and

WHEREAS, the NCDJPA was created in July 1984 and currently has eight members who exercise certain powers jointly by providing fire communications; by equipping, maintaining, operating and staffing a regional public safety services communications facility; and, by providing emergency call receiving services to member agencies; and

WHEREAS, the City desires to join the Authority as a member agency.

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

1. That the above recitations are true.
2. That the City Council approves the City of Escondido becoming a Member Agency of the NCDJPA.
3. The Mayor, on behalf of the City, is authorized to execute the Joint Exercise of Powers Agreement with NCDJPA for the provision of Fire Department dispatching services, which is attached hereto as Exhibit "A" and incorporated by this reference, subject to final approval as to form by the City Attorney.

**JOINT EXERCISE OF POWERS AGREEMENT**  
**Between the**  
**North County Dispatch Joint Powers Authority**  
**and the**  
**City of Escondido**

THIS AGREEMENT is made and entered this \_\_\_ day of \_\_\_, 2023, and is effective beginning the Effective Date (as defined in Section 3), is by and between the City of Escondido, a California municipal corporation (hereinafter referred to as the "City") and the North County Dispatch Joint Powers Authority (the "Authority"), a joint exercise of powers authority organized and existing under the laws of the State of California.

WHEREAS, the Authority was created in July 1984 and currently has eight members, including the Rancho Santa Fe Fire Protection District, North County Fire Protection District, and the cities of Encinitas, San Marcos, Solana Beach, Carlsbad, Vista, and Oceanside (the "Member Agencies"); and

WHEREAS, the Authority is authorized to solicit and add additional members; and

WHEREAS, on October 11, 2023, the Escondido City Council adopted its Resolution No. 2023-95, approving the City's addition to the Authority as a member agency; and

WHEREAS, the Authority desires to add the City as a member agency; and

WHEREAS, the Authority and the City desire to provide fire communications and related services and equip, staff, operate a regional public safety services communications facility, and to provide a vehicle for the accomplishment thereof; and

WHEREAS, the Authority and the City desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner set forth in this Agreement; and

WHEREAS, the Authority and the City are authorized to jointly exercise their powers pursuant to the provisions of Article 2, Chapter 4, Part 2, Division 2, Title 5, sections 55631 through 55634, and Article 1, Chapter 5, Division 7, Title 1, sections 6500 through 6530, of the Government Code of the State of California.

NOW, THEREFORE, the Authority and the City for and in consideration of mutual benefits promise and agree as follows:

SECTION 1. *Purpose.* The purpose of this Agreement is to add the City to the Authority as a "Member Agency" as defined in Section 2(J) of the Second Amended and Restated Joint Exercise of Powers Agreement for "North County Dispatch Joint Powers Authority", dated May 28, 2009. This Agreement is made pursuant to Section 15 of the Second Amended and Restated Joint Exercise of Powers Agreement for "North County Dispatch Joint Powers Authority", dated



May 28, 2009, and the First Amendment to the Second Amended and Restated Joint Exercise of Powers Agreement for “North County Dispatch Joint Powers Authority”, dated March 4, 2015. The Authority Agreement is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 2. *Adoption of JPA.* On October 11, 2023, the City Council of the City of Escondido approved this Agreement, together with its attachments or other documents described or incorporated herein. To the extent that they are not in conflict with this Agreement, all of the rights and obligations conferred on Member Agencies pursuant to the Authority Agreement shall apply to the City as of the Effective Date of this Agreement.

SECTION 3. *Term.* This Agreement shall be effective upon approval of the Escondido City Council and the Board of Directors of the Authority but shall have an effective date of **December 31, 2023** (the “Effective Date”). However, and subject to Section 5 (Start-Up Costs) and Section 6 (Additional Costs), the City’s annual assessments under Section 7 (Annual Assessments, Budget) of this Agreement and Section 6(C) of the Second Amended and Restated Joint Exercise of Powers Agreement for “North County Dispatch Joint Powers Authority”, dated May 28, 2009, will not commence until December 31, 2024, or one (1) year after the Effective Date of this Agreement, whichever is later.

This Agreement is binding on the Parties and will remain in effect until the total number of Member Agencies falls below two (2) or the City withdraws from the Authority under Section 12 (Withdrawal) of the Authority Agreement, or the Member Agencies agree to terminate the Authority under Section 13 (Dissolution and Disposition of Assets) of the Authority Agreement.

SECTION 4. *Buy-In Fee/Disposition of Assets.* As incentive for joining the Authority, the City shall not pay a buy-in fee for the first year of this Agreement as could be required under Section 15(C) of the Authority Agreement if, and only if, the City becomes a Member Agency on or before December 31, 2023. If the City becomes a Member Agency after December 31, 2023, the Parties agree to enter into good faith negotiations to determine what, if any, buy-in fee shall be imposed, which shall take into consideration the financial impact that the delay in joining the Authority has on the Authority that are not included in the Start-Up Costs (as hereinafter defined).

Notwithstanding its immediate status as a “voting member” of the Authority as of the Effective Date of this Agreement, the City shall not be eligible to share in the distribution of funds or property as may be authorized under the Authority Agreement for a period of 10 years following the Effective Date of this Agreement or prior to January 1, 2034 (the “10-Year Distribution Waiver”), whichever is earlier, on the basis that City is paying no buy-in fee as a share of the Authority’s assets. Therefore, the City will not receive, and hereby expressly waives any rights to proceeds in accordance with Sections 13(G) and 13(H) of the Authority Agreement for the 10-Year Distribution Waiver period. Following the expiration of the 10-Year Distribution Waiver period, the City shall share in any distribution of the Authority’s funds, property, and/or assets in the same manner as any other Member Agency in accordance with

the terms of the Authority Agreement, including any amendment or restatement thereto.

SECTION 5. *Start-Up Costs.* "Start-Up Costs" are defined as costs incurred by the Authority that are directly related to the City becoming a Member Agency of the Authority. The City will pay such Start-Up Costs incurred by the Authority to hire three (3) additional dispatchers, including, but not limited to, actual salaries and benefits paid during the first year of this Agreement. As of the Effective Date of this Agreement, the Parties estimate Start-Up Costs to be in an amount of \$130,000 for each new dispatcher, for a total estimated cost of \$390,000. The Parties understand and agree that such amount is an estimate and that the actual amount may be more or less than the total estimated cost. However, the total amount of Start-Up Costs resulting from the first year of the City's membership to the Authority shall not exceed \$400,000. The City agrees to reimburse the Authority of the actual and reasonable Start-Up Costs, which shall not exceed \$400,000, without additional approval from its City Council. Any amounts in excess of \$400,000 shall require the approval of the Escondido City Council. At the conclusion of the first year of this Agreement, the Authority will perform an analysis of the specific actual costs incurred and will provide the City with a summary. The Authority will invoice 25% of the Start-Up Costs to the City as part of regular Q1 billing in years two (2) through five (5) of this Agreement.

SECTION 6. *Additional Costs.* The City may incur additional costs in the process of obtaining dispatch services from the Authority. Costs such as any purchase or modification of software licenses, station alerting, computer workstations, printers, power supplies, wiring and any other appurtenance which may reside at a facility owned or operated by either the Authority or the City will not be covered as a Start-Up Cost as outlined in Section 5 (Start-Up Costs). The City is responsible for such additional costs described in this Section 6 (Additional Costs).

SECTION 7. *Annual Assessments, Budget.* The City's assessment for the period of January 1, 2025 through June 30, 2025 shall be determined pursuant to Section 6(C) of the Authority Agreement, and based upon anticipated operating expenses of the Authority with the City as a Member Agency.

SECTION 8. *Severability.* Should any provision of this Agreement be unenforceable for any reason, the remaining provisions are deemed severable and will remain valid and enforceable.

SECTION 9. *Amendments.* This Agreement represents the entire understanding between the Parties regarding the City's acceptance as a member in the Authority and supersedes all previous understandings and agreements. Following the full and complete 10-Year Distribution Waiver period, the terms of the Authority Agreement will survive this Agreement and control the relationship between the Authority and the City. This Agreement may be amended only through a written document that is executed by both Parties.

SECTION 10. *Successors.* This Agreement is binding upon and inures to the benefit of the successors of the Parties.

CITY OF ESCONDIDO

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

Dane White, Mayor

ATTEST:

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

John V. Tenger, Fire Chief

NORTH COUNTY DISPATCH JOINT POWERS AUTHORITY

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

Ken Munson, Chair of the Board

ATTEST:

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

Christopher D Herren, Secretary of the Board

**FIRST AMENDMENT TO THE SECOND AMENDED AND  
RESTATED JOINT EXERCISE of POWERS AGREEMENT for  
“NORTH COUNTY DISPATCH JOINT POWERS AUTHORITY”**

THIS FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED JOINT EXERCISE of POWERS AGREEMENT (“Agreement”) for the NORTH COUNTY DISPATCH JOINT POWERS AUTHORITY (“JPA”) made and entered into this 4th day of March, 2015, by and between the CITY OF CARLSBAD, CITY OF ENCINITAS, CITY OF OCEANSIDE, CITY OF SAN MARCOS, CITY OF SOLANA BEACH, CITY OF VISTA, NORTH COUNTY FIRE PROTECTION DISTRICT, and RANCHO SANTA FE FIRE PROTECTION DISTRICT, collectively the “Member Agencies” and individually “Member” or “Member Agency”), all of which are public agencies organized and existing under and by virtue of the laws of the State of California, for the purpose of amending the Agreement with respect to the following facts:.

**RECITALS**

WHEREAS, the Member Agencies entered into the initial Joint Powers Agreement on June 11, 1984, and subsequently executed an Amended and Restated Joint Powers Agreement dated October 30, 2002;

WHEREAS, the Member Agencies further amended said Agreement in its entirety through the Second Amended and Restated Joint Exercise of Powers Agreement on May 28, 2009, which superseded all previous Agreements;

WHEREAS, the JPA will benefit from having a uniform process for the elections of officers for the Board and for the Chiefs; and

WHEREAS, JPA staff have identified substantial debt financing and unfunded or underfunded employee benefit related expenses that Member Agencies should be responsible for on a pro-rata basis if terminated or withdrawing from the JPA.

NOW THEREFORE, the Member Agencies, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

**Section 1.** Section 5(H)(1) of the Agreement is amended to read as follows:

H. Officers and Respective Duties.

1. Chair and Vice Chair of the Board.

The Board shall elect a Chair and Vice Chair at its first meeting, and thereafter, at the first meeting held in each succeeding calendar year, the Board shall elect or re-elect its Chair and Vice Chair. In the event the Chair or Vice

Chair so elected ceases to be a Board member, the resulting vacancy shall be filled at the meeting of the Board held after such vacancy occurs. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair, or, in his/her absence, the Vice Chair, shall preside and conduct all meetings of the Board.

**Section 2.** Section 7 of the Agreement is amended to read as follows:

**SECTION 7. Non-payment or Other Default of a Member Agency**

The Board shall have the authority to terminate a Member Agency that materially breaches its duties pursuant to this Agreement. The term "material breach" shall include, without limitation, a failure to make any contribution or pay any assessment when due, and the failure to indemnify or defend other Member Agencies as required by Section 17. The Board shall give the Member notice of the breach and the right to cure the breach, in accordance with the Board's Policies and Procedures. In the event that the Member Agency fails to cure the breach within the time period stated in the notice, the Board shall have the authority to immediately terminate the Member. Termination of the membership of the Member Agency shall not relieve the terminated Member of its pro-rata share of any and all debts, liabilities, or other financial obligations incurred by the Authority prior to the effective date of the termination. These financial obligations include, but are not limited to, any outstanding debt financing and any unfunded or underfunded employee benefit related expenses ("Terminating Obligations"). The pro-rata share of the Member Agency's Terminating Obligations shall be determined based upon the length of time the Member Agency has been with the Authority, any factor used for calculating the Member Agency's contribution pursuant to Section 6(C)(1), and any other factor as determined by the Authority as reasonably related to the Member Agency's participation in the Authority that has caused the Authority to incur these debts, liabilities, or other financial obligations.

The Member Agency in default also remains responsible for all contributions or assessments through the effective date of termination. However, termination shall result in forfeiture of all rights and claims of the terminated Member to any repayment of contributions or advances or other distribution of funds or property after termination, including distributions made as a result of the termination of the Authority.

**Section 3.** Section 12 of the Agreement is amended to read as follows:

**SECTION 12. Withdrawal**

A Member Agency may withdraw as a party to this Agreement, effective at the end of any fiscal year (June 30) by giving written notice of its intention to withdraw to the Secretary of the Board no later than December 31 of the fiscal

year preceding the fiscal year in which the withdrawal will be effective (a minimum of eighteen months' notice). The written notice shall be accompanied by a resolution or minute order of the legislative body of the member Agency ("Notice of Withdrawal").

If a Member Agency does not submit its written notice of withdrawal to the Board Secretary by December 31 of the fiscal year prior to the fiscal year in which the Member Agency wishes to withdraw, the effective date of the withdrawal will be on June 30, eighteen months from the end of the calendar year in which the notice of withdrawal was submitted [by way of example only if a Notice of Withdrawal is delivered to the Secretary of the Board on February 1, 2010 then the effective date of the withdrawal shall be June 30, 2012]. The Board, in its sole and absolute discretion, may by majority vote of the total membership of the Board make an exception allowing a member agency who does not meet the December 31 deadline an earlier withdrawal date.

Such withdrawing party shall perform all obligations under this Agreement until the effective date of withdrawal. Modification to the timing requirements for withdrawal set forth above shall require a majority vote of the total membership of the Board.

Notification of the intent to withdraw by a Member Agency shall not relieve the withdrawing Member Agency from the requirement to pay its pro-rata contribution for any and all debts, liabilities, or other financial obligations incurred by the Authority prior to the effective date of the withdrawal, including Termination Obligations. The pro-rata share of the Member Agency's Terminating Obligations shall be determined based upon the length of time the Member Agency has been with the Authority, any factor used for calculating the Member Agency's contribution pursuant to Section 6(C)(1), and any other factor as determined by the Authority as reasonably related to the Member Agency's participation in the Authority that has caused the Authority to incur these debts, liabilities, or other financial obligations. All amounts owing by the withdrawing Member Agency shall be due and payable in full no later than 30 days following the effective date of termination.

The Authority reserves the right to seek any and all legal redress to obtain the payment of amounts due for withdrawal under this Section or for default under Section 7 above. In an action to collect the amounts due and owing by a Member Agency, the prevailing party is entitled to attorney fees and costs.

Withdrawal of a Member Agency shall result in the forfeiture of all rights and claims of the withdrawing Member to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution made in the event of the termination of the Authority.

**Section 4.** Except as specifically amended by this Amendment, each and every provision of the Agreement shall continue in full force and effect as originally entered into.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed as of the day and year first above written. The Member Agencies agree that this Amendment may be executed in parts where the sum of the parts equals a whole and that a photocopy or facsimile signature shall be deemed an original.



# STAFF REPORT

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October 11, 2023  
File Number 0410-20

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## **SUBJECT**

### **FINANCIAL REPORT FOR FY2022/23**

## **DEPARTMENT**

Finance

## **RECOMMENDATION**

Request that the City Council receive and file the annual financial report for FY2022/23 (Attachment 1).

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

Presenter: Christina Holmes, Director of Finance

## **FISCAL ANALYSIS**

See Below.

## **PREVIOUS ACTION**

On May 10, 2023, the City Council received the Fiscal Year 2022/23 Third Quarter Financial Status report.

## **BACKGROUND**

The City Council Budget and Financial Policies require that the City present quarterly financial reports each fiscal year. The purpose of this report is to provide City Council and the public a financial update of selected funds of the City. This report provides the City Council with the analysis of unaudited revenues and expenditures for Fiscal Year 2022/23 in comparison to Fiscal Year 2021/22 for the General Fund, the Water Fund, and the Wastewater Fund. The financial highlights for each of these funds are summarized below.

### **General Fund**

Prior to the onset of the COVID-19 pandemic, the City experienced a stable economy with moderate revenue growth averaging 4% annually. Then in March 2020, the public health measures and restrictions due to the pandemic forced government operations and private businesses to close or drastically alter operations, actions that many anticipated would create a severe economic downturn comparable to the Great Recession, which had a devastating impact on the City's General Fund. However, the COVID-19 restrictions began to be lifted in FY2020/21 and a combination of California fully reopening its economy,





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## STAFF REPORT

improved vaccination rates, public health measures to reduce the spread of the COVID-19 virus, and additional federal funding allowed for additional public activities and improved the economic environment.

The General Fund has benefitted from improved revenue activity since the recovery period of COVID-19, from the end of 2020 through 2022. However, operating revenue has not kept pace with the growing costs of providing City services, and as a result the General Fund long-term financial plan has projected annual deficits creating a structural budget deficit. To address this projected shortfall, the City has minimized increases in expenditures when possible and staff are continuously seeking measures that ensure efficiency, while enhancing basic operations. Despite all of these measures, and the City's efforts to fund projects with grants and other sources of one-time funds, it has not been enough to meet growing costs and demand for services, the General Fund operating budget projected a net operating deficit of \$8.5 million. In the Preliminary Operating Budget Workshop on May 11, 2022, the City Council direction was to prepare a General Fund Operating Budget that closed the \$8.5 million deficit, without impacting the Public Safety departments and services, including Police, Fire, and Public Works.

In order to address the \$8.5 million General Fund deficit, Staff evaluated both projected operating revenue and the proposed operating expenses for FY2022/23. Projected operating revenue was increased by \$1.4 million due to updated information received subsequent to the May 11, 2022 budget workshop. General Fund operating expense reductions of \$7.1 million were proposed by staff, and the proposed reductions and modifications to City services were sufficient to close the FY2022/23 budget gap.

After discussion and consideration of the recommended budget reductions, City Council directed Staff to modify the proposed FY2022/23 operating budget and offset some of the budgetary cuts recommended with the use of one-time funds from the American Rescue Plan Act (ARPA) funds and the Section 115 Pension Trust fund. To maintain a balanced budget and yet continue an appropriate level of service and address City priorities, the adopted FY2022/23 budget utilizes \$3.7 million from the American Rescue Plan Act.

Total budgeted operating revenue was projected to increase by 6.4% to reach \$119.7 million and the adopted expenditure budget of \$125.2 million increased by approximately \$8.1 million or 6.9% compared to the revised FY2021/22 operating budget. As reported in previous financial updates, Sales Tax Revenue declined in FY2022/23; however, due to increases in property tax and franchise fees, overall operating revenue exceed the budget amount by \$8.3 million. Total operating expenditures were under the final amended budget by \$670,030. As a result, the General Fund reported a Net Operating Surplus of \$3,167,030. As noted above, additional funds from the American Rescue Plan Act Funds of \$3,735,030 were utilized in the FY2022/23 budget to support the City's essential services.

Attachment 1 to this staff report includes an analysis of General Fund operating revenues and operating expenditures for the fiscal year ending June 30, 2023.



# CITY *of* ESCONDIDO

## STAFF REPORT

With the net General Fund surplus of \$3,167,030 and allocation of American Rescue Plan Act funds of \$3,735,030, a total of \$6,902,060 is available for allocation. Staff will be returning to City Council in February 2024 with a Mid-Year Financial Update and will also make recommendations for how to allocate the FY2022/23 available resources. This will include additional General Fund resources needed to account for utility expenses as a result of the Utility Rate Study, a budget adjustment for a community survey, and potential funding needed for the replacement of three ambulances.

### ATTACHMENTS

1. Attachment 1 – FY2022/23 Financial Status Report

## OVERVIEW

This report summarizes the City's financial position for the fiscal year ending June 30, 2023 for the General Fund, Water Fund, and Wastewater Fund.

The purpose of the report is to provide City Council, City Management, and the Escondido community an update on the City's fiscal status based on the most recent financial information available. The revenue and budget information include adjustments for encumbrances, carryovers, and any other supplemental appropriations approved by the City Council as of June 30, 2023.

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

## GENERAL FUND

The General Fund has benefitted from improved revenue activity since the recovery period of COVID-19, from the end of 2020 through 2022. However, revenues have not kept pace with the growing costs of providing municipal services, and the City's structural budget gap remains.

The adopted FY2022/23 operating budget reflects an overall strategy of fiscal prudence on the part of the entire City workforce by maintaining a hardline on expenditures while also continuing to provide core City services including Public Safety, Public Works, Community Services, and Development Services, as well as the community's priorities. However, to maintain a balanced budget and yet continue an appropriate level of service and address City priorities, the adopted FY2022/23 budget utilizes \$3.7 million from the American Rescue Plan Act, a short-term, one-time source of funds.

Total budgeted operating revenue was projected to increase by 6.4% to reach \$119.7 million and the adopted expenditure budget of \$125.2 million increased by approximately \$8.1 million or 6.9% compared to the revised FY2021/22 operating budget. As reported in previous financial updates, Sales Tax Revenue declined in FY2022/23; however, due to increases in property tax and franchise fees, overall operating revenue exceed the budget amount by \$8.3 million. Total operating expenditures were under the final amended budget by \$670,030. A summary of the year end operating results are shown in the table below:

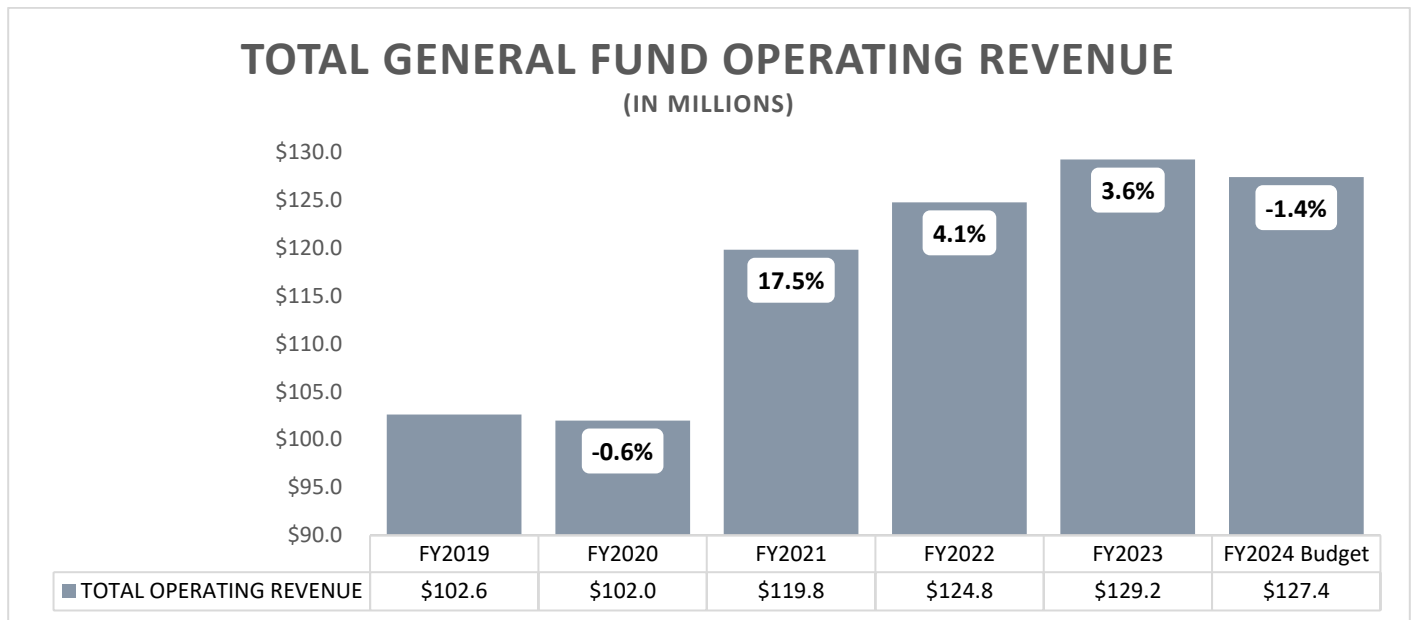
**General Fund**  
**Comparison of Projected FY2022/23 Operating Budget to Actuals**

	FY2022/23 ADOPTED BUDGET	FY2022/23 AMENDED BUDGET	FY2022/23 ACTUAL RESULTS	OVER / (UNDER) AMENDED BUDGET
Total Operating Revenue	\$119,687,230	\$120,993,780	\$129,236,630	<b>\$8,331,150</b>
Total Operating Expenditures	(125,186,930)	(128,571,000)	(127,900,970)	<b>(670,030)</b>
Other Sources (Uses)	1,764,670	1,764,670	1,831,370	<b>66,700</b>
ARPA Lost Revenue*	3,735,030	3,735,030	3,735,030	-
<b>Net Operating Surplus / (Deficit)*</b>	-	<b>(\$2,077,520)</b>	<b>\$6,902,060</b>	-

\*FY2022/23 projected Operating Budget deficit closed with one-time revenue from the American Rescue Plan Act.

**GENERAL FUND REVENUE**

Prior to the onset of the COVID-19 pandemic, the City experienced a stable economy with moderate revenue growth averaging 4% annually. Then in March 2020, the public health measures and restrictions due to the pandemic forced government operations and private businesses to close or drastically alter operations, actions that many anticipated would create a severe economic downturn comparable to the Great Recession, which had a devastating impact on the City's General Fund. However, the COVID-19 restrictions began to be lifted in FY2020/21 and a combination of California fully reopening its economy, improved vaccination rates, public health measures to reduce the spread of the COVID-19 virus, and additional federal funding allowed for additional public activities and improved the economic environment. The General Fund has benefitted from that improved revenue activity since the recovery period of COVID-19, increasing by 17.5% in FY2020/21 and an additional 6.0% in FY2021/22. Due to some uncertainty in the economy, the growth in total operating revenue has slowed, increasing by 1.7% in FY2022/23. A summary of the previous five fiscal years of total General Fund operating revenue is shown in the chart below:



The table below shows the major categories of revenue collected through June 30, 2023 compared to the revenue collected in the prior year through June 30, 2022:

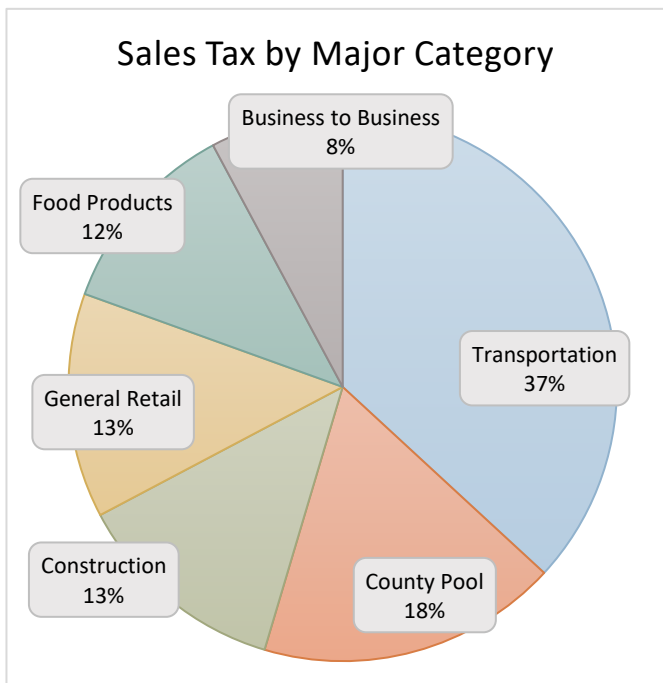
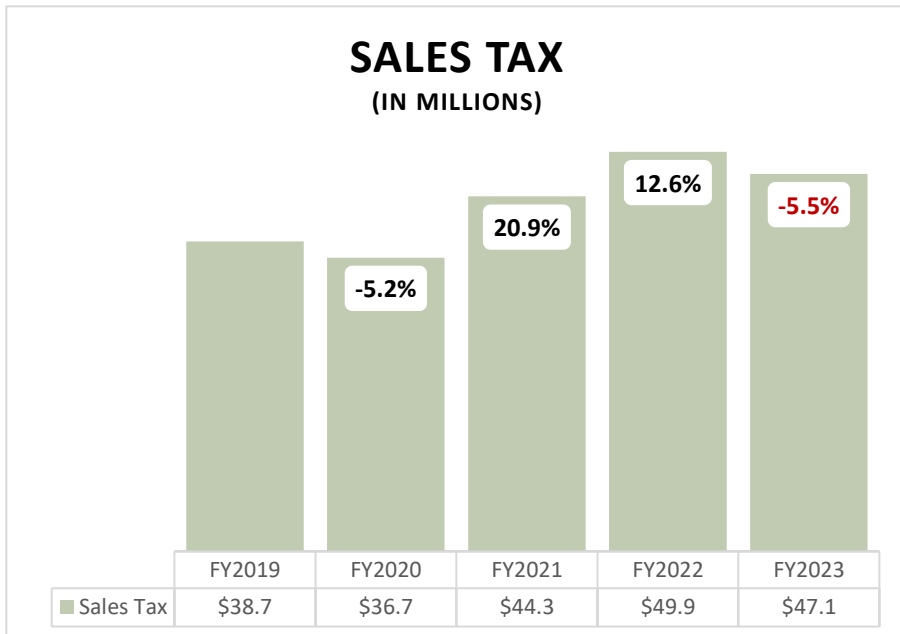
	FY2022/23 AMENDED BUDGET	ACTUAL RESULTS JUNE 2023	ACTUAL RESULTS JUNE 2022	Prior Year vs. Current Year
Sales Tax	51,012,200	47,103,020	49,857,190	(2,754,170)
Property Tax	32,780,100	34,913,390	32,753,740	2,159,650
Other Taxes	14,671,560	19,684,880	17,008,370	2,676,510
Charges for Services	11,357,480	14,626,930	11,865,490	2,761,440
Permits and Licenses	1,778,500	1,999,070	2,157,450	(158,380)
Fines and Forfeitures	832,500	728,990	880,870	(151,880)
Intergovernmental	4,055,720	4,747,170	5,061,150	(313,980)
Rental Income	3,775,920	4,126,340	4,008,410	117,930
Other Revenue	641,500	1,306,840	1,230,070	76,770
<b>TOTAL OPERATING REVENUE</b>	<b>\$120,905,480</b>	<b>\$129,236,630</b>	<b>\$ 124,822,740</b>	<b>\$4,413,890</b>

**Sales Tax (\$47.1 million)**

Sales tax is the largest General Fund revenue source at 42% of total operating revenue. The City works closely with its sales tax consultant, AvenuInsights, in projecting sales tax revenue. Based on AvenuInsights’ analysis of the trend in year-to-date tax receipts and an examination of the local economy, the City’s sales tax revenue was anticipated to increase in FY2022/23 by 10% to reach \$51.0 million.

Over the past two years, since the onset of the COVID- 19 pandemic, the U.S. economy has swung from the deepest recession on record to a quick recovery and a surge of inflation. The pent-up demand for goods, as well as inflation, led to higher prices for goods, increasing the sales tax revenue generated within the City. As a result, the City saw significant growth in revenue for the previous two fiscal years.

Actual sales tax receipts decreased from the prior fiscal year amount by (\$2,754,170), indicating that the economy is slowing from the post pandemic surge in spending. Decreases in sales tax revenue were reported in both the Transportation sales tax category and receipts from the County Pool.



The largest sales tax segment, 37% of total sales tax revenue, is Transportation, which includes new and used auto sales, auto repair shops, and service stations. Sales revenues decreased by 4% compared to the same quarter in the prior year primarily due to decreases in used auto sales. Tax receipts associated with the automotive industry experienced a decline for the first time statewide since the onset of the pandemic in early 2020. The drop-in demand is likely attributed to hesitation from potential buyers purchasing a high-cost vehicle, increased further by higher interest rates. Additionally, the increasing inventory of cars available on dealership lots has begun to exert pressure on prices.

Sales tax revenue received through the County Pool is the second largest sales tax segment accounting for 19% of total sales tax revenue. Effective in April 2019, new taxable sales are distributed to the City under the AB 147 Wayfair decision which extended the sales and use taxes to online and out-of-state retailers engaged in business in California. However,

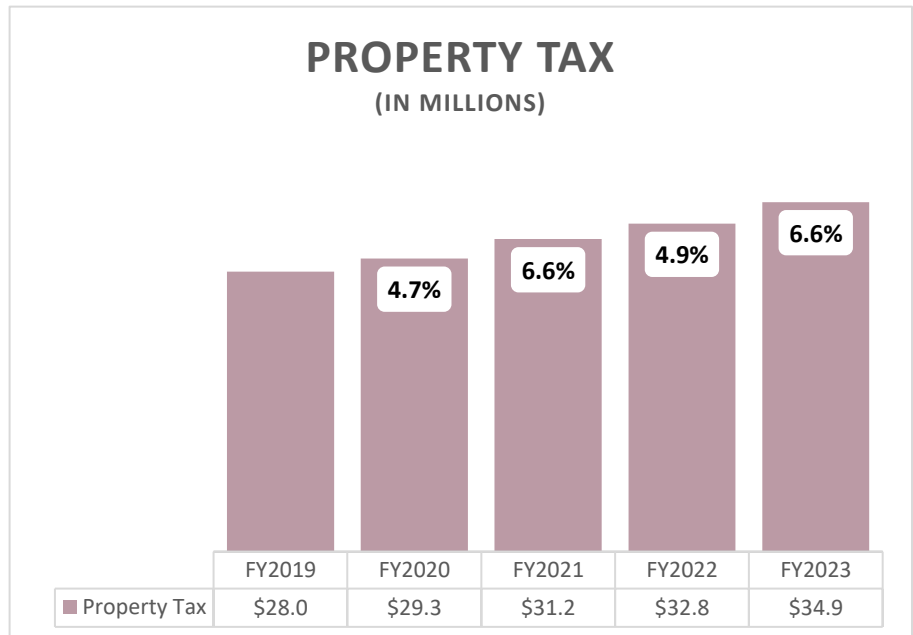
the increase in activity from the countywide pool experienced during the pandemic has slowed; total receipts decreased by 24% compared to the prior year.

**Property Tax (\$34.9 million)**

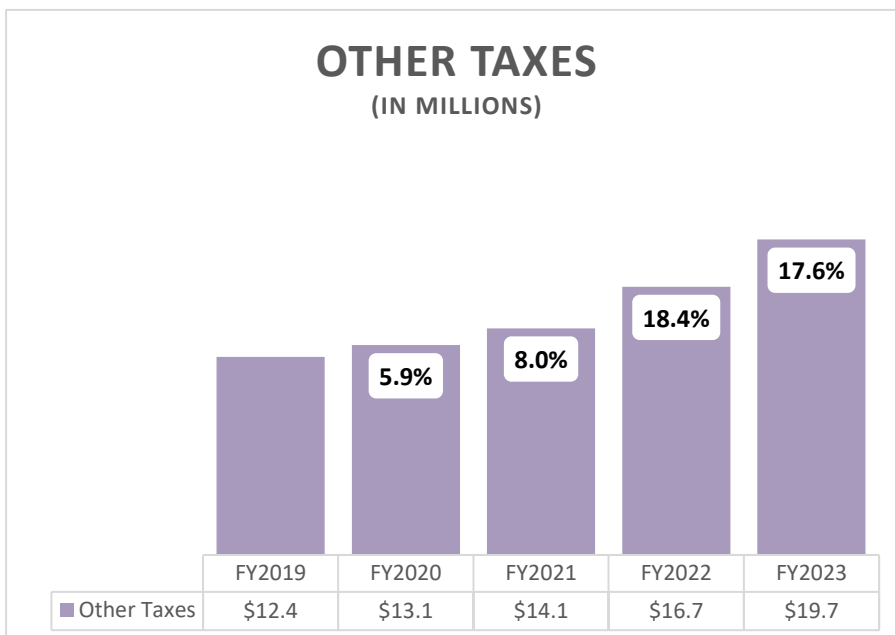
Property Tax revenue increased by \$2,159,650 or about 6.6% compared to the prior year. The largest portions of property tax revenue are distributed by the County in December and April each year.

The FY2022/23 Operating Budget projected property tax growth of 6%. This is attributed to an increase in current secured and unsecured tax projections, along with an increase in property transfer taxes based on the current and projected development activity, such as permits, inspections, and plan checks, which indicate continued growth in property sales.

Also included in Property tax revenues is the Property tax in lieu of Vehicle License Fees ("VLF"). This revenue is in addition to the regular apportionment of property taxes received. VLF is levied annually at 2% of the market value of motor vehicles and is imposed "in-lieu" of local property taxes. In FY2022/23 VLF revenue increased by \$1,160,260 from the prior fiscal year, from \$15,949,030 to \$17,109,290.

**Other Taxes (\$19.7 million)**

Other Taxes include franchise fee revenues, transient occupancy tax, and business license revenue and combined have increased by \$2,676,510, or 17%, compared to the prior year.



The City collects franchise fee revenues from San Diego Gas and Electric (SDG&E), cable companies conducting business within City limits, and Escondido Disposal Incorporated (EDI). Revenues received from franchise agreements increased by \$3.7 million from the prior fiscal year primarily due to an increase in fees collected SDG&E for electric generation from the Escondido Palomar Energy Plan which can also be attributed to the higher prices for gas and electricity.

Transient occupancy tax, also known as hotel tax, increased by \$543,190 compared to the prior year. The tourism industry was impacted significantly as a result of the closures, and many forecasted its recovery would take much

longer than it has. In the prior fiscal year transient occupancy tax receipts increased by 49% from the pre-pandemic levels in March 2020. It is expected that those receipts will remain flat going forward as the activity stabilizes in the industry.

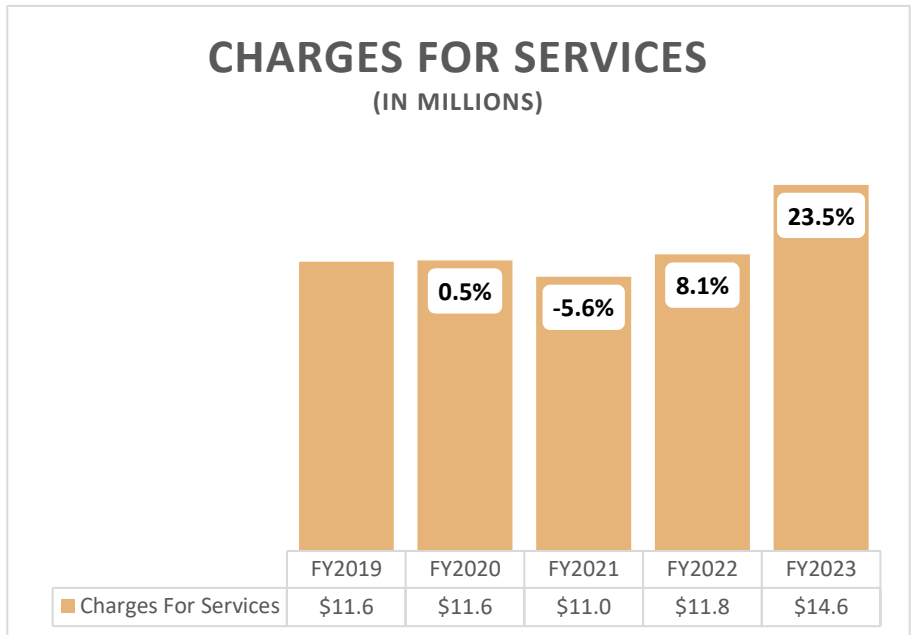
All entities doing business in the City are required to have a valid business license. The business license tax is calculated based on annual gross receipts; business license revenue from the 2022 calendar year is based off of 2021 gross receipts. Business license revenues increased by \$181,560 compared to the prior fiscal year.

### Charges for Services (\$14.6 million)

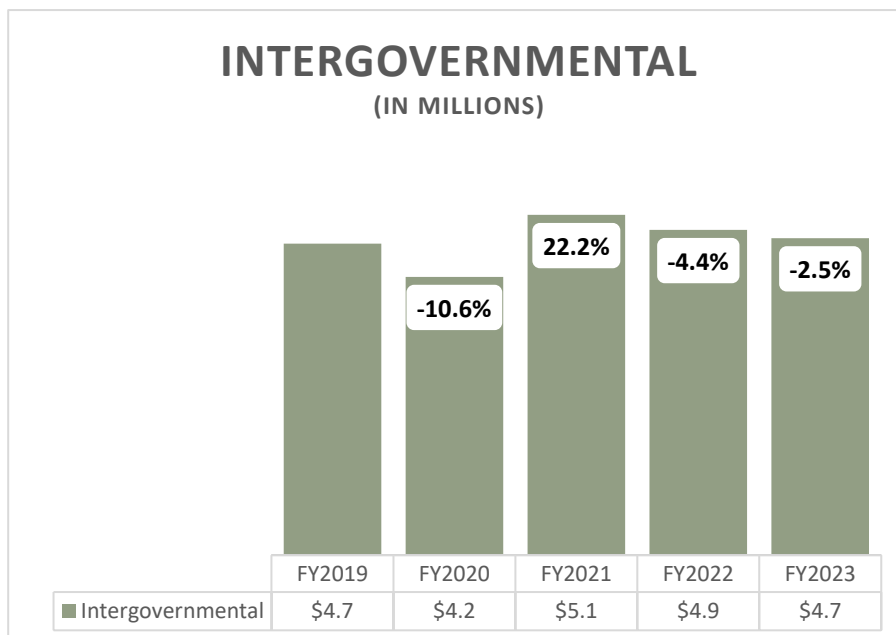
Charges for Services include paramedic fees, Community Services fees for recreational and community activities, and charges for development related services, which include Engineering and Planning fees. Total revenue in this category increased by \$2,761,440.

Community Service fees have increased by approximately \$1.1 million compared to the prior fiscal year primarily due to **new revenue** received from the school district to support the After-School Program totaling \$1,161,000 that was not included in the FY2022/23 operating budget.

The City is also receiving **new revenue** due to the Ground Emergency Medical Transportation Program implemented at the end of FY2022/23 that utilizes Federal funding to supplement the ambulance billing revenue received for medical transports. As a result of this new program, additional funds of \$674,400 were recorded in FY2022/23.



### Intergovernmental (\$4.7 million)



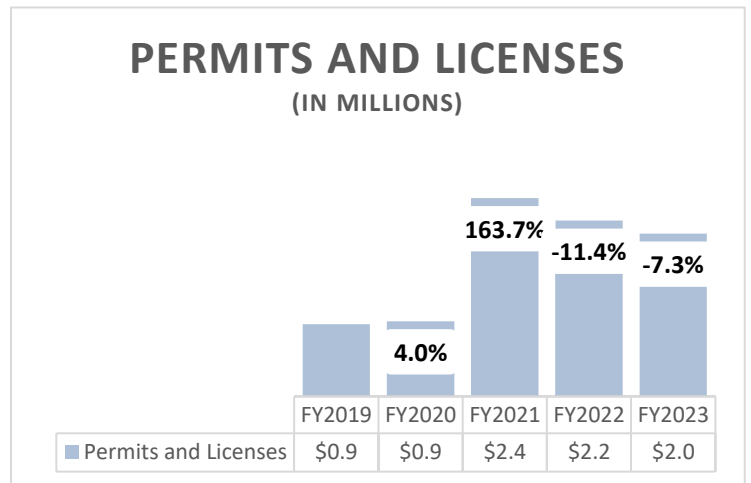
Intergovernmental revenue includes the Rincon fire services agreement, state mandated cost claims, various grants, and revenue received from the fire mutual aid reimbursements. Overall revenue has decreased \$313,980 compared to the prior year. The City's Fire Department staff can be deployed to assist other State agencies with responses to fires and other incidents.

The California Office of Emergency Services reimburses the City for the time and resources of the staff deployed. Due to a decrease in the number of deployments in FY2022/23, this revenue decreased by \$563,540.

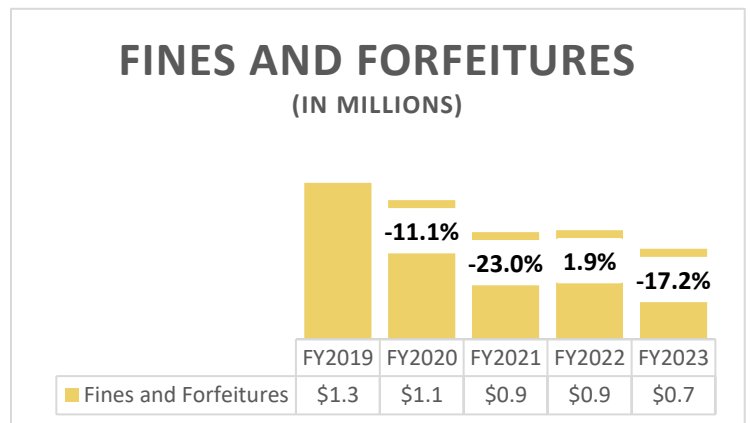


**Permits and Licenses (\$2.0 million)**

Revenue generated from permits and licenses decreased by \$158,380 compared to fiscal year 2021/22; however, construction and development activity continues driving building permit revenue compared to previous fiscal years.

**Fines & Forfeitures (\$728,990)**

Fines & Forfeitures represent fees collected for vehicle code fines, parking ticket fines, other court fines, code enforcement citations, and impound fees. Fines collected due to vehicle and parking tickets decreased during the pandemic and have not returned to previous activity levels.

**Investment, Rental Income, and Other Revenues (\$1.3 million)**

Investments, Rental Income, and Other Revenue includes rental income, interest earned from investing activities, and other miscellaneous receipts and combined has increased by \$194,700 compared to the prior year.

The City receives rental income from various city owned properties, including the North County Mall, as well as lease income from the Vineyard Golf Course, jointly owned with the City of San Diego. Rental revenue decreased during the pandemic due to statewide closures; however, that revenue recovered quickly as businesses were able to reopen and the popularity of the outdoor recreation and golf industry skyrocketed.

The City Treasurer's office invests surplus funds according to the City's Investment Policy. In FY2020/21 and FY2021/22 the City received additional interest income of \$8.5 million as part of the repayment of the Successor Agency Advance. The loan was paid in full in FY2021/22.

Other revenue accounts for all other revenue received during the fiscal year not already accounted for in other categories of revenue.



**GENERAL FUND OPERATING EXPENDITURES**

The FY2022/23 General Fund Operating Budget increased by approximately \$6.6 million or 6% compared to the FY2021/22 revised Operating Budget. In order to address an \$8.5 million budget deficit, reductions were made to the proposed operating budget including: reduction in the funding for Fleet Services, removal of new staff positions for Building Maintenance to provide City services that are unable to be outsourced, the management fee to the California Center for the Arts was reduced by \$133,000, and alternative funding sources and reclassifications were proposed for fire equipment, Planning division professional services, a Grant Writer position, and Human Resources Analyst position.

As shown in the table below, actual expenditures are under budget by \$670,030:

	<b>FY2022/23 ADOPTED BUDGET</b>	<b>FY2022/23 AMENDED BUDGET</b>	<b>ACTUAL RESULTS JUNE 2023</b>	<b>OVER / (UNDER) AMENDED BUDGET</b>
<b>General Government Services</b>	6,517,960	6,713,645	6,579,410	(134,235)
<b>Community Services</b>	9,693,430	10,099,310	9,980,300	(119,010)
<b>Development Services</b>	7,509,830	7,969,195	7,020,260	(948,935)
<b>Public Works</b>	12,543,700	13,254,245	13,265,910	11,665
<b>Police</b>	52,939,360	53,662,930	53,722,790	59,860
<b>Fire</b>	30,721,430	32,059,150	32,521,080	461,930
<b>California Center for the Arts</b>	2,480,730	2,480,730	2,836,890	356,160
<b>Other Expenditures</b>	2,780,490	2,331,795	1,974,330	(357,465)
<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$125,186,930</b>	<b>\$128,571,000</b>	<b>\$127,900,970</b>	<b>(\$670,030)</b>

The City continues to be impacted by a competitive labor market, as a result of recurring vacant positions and long recruitment efforts there are expenditure savings in regular salary and benefits of \$3,616,810. However, the vacant positions have also increased the overtime expenditures which are at 119% of the amount budgeted for the fiscal year. The increase in overtime expenses is offset by the savings in employee services.

	<b>FY2022/23 ADOPTED BUDGET</b>	<b>FY2022/23 AMENDED BUDGET</b>	<b>ACTUAL RESULTS JUNE 2023</b>	<b>OVER / (UNDER) AMENDED BUDGET</b>
<b>Employee Services</b>	105,633,530	106,819,220	103,774,860	(3,044,360)
<b>Maintenance &amp; Operations</b>	20,738,830	22,259,750	24,090,738	1,830,988
<b>Internal Services</b>	16,422,590	16,422,590	16,422,590	-
<b>Allocations</b>	(18,228,140)	(18,228,140)	(17,165,938)	1,062,202
<b>Capital Outlay</b>	600,000	1,277,460	758,680	(518,780)
<b>Loan Expense</b>	620,120	620,120	620,040	(80)
<b>Cost Savings Reduction</b>	(600,000)	(600,000)	(600,000)	600,000
<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$125,186,930</b>	<b>\$128,571,000</b>	<b>\$127,900,970</b>	<b>(\$670,030)</b>

The following table shows each department's operating expenses compared to the amended budget for FY2022/23:

	FY2022/23 ADOPTED BUDGET	BUDGET ADJUSTMENTS*	FY2022/23 AMENDED BUDGET	ACTUAL RESULTS JUNE 2023	OVER / (UNDER) AMENDED BUDGET
City Council	345,510	-	345,510	353,390	7,880
City Manager	1,296,630	225,845	1,522,475	1,629,520	107,045
City Attorney	147,870	23,360	171,230	205,300	34,070
City Clerk	640,840	8,845	649,685	622,410	(27,275)
City Treasurer	213,080	1,085	214,165	284,380	70,215
Finance	1,425,700	34,380	1,460,080	1,646,970	186,890
Human Resources	745,520	14,160	759,680	654,930	(104,750)
Risk Management	(50,000)	2,730	(47,270)	(148,360)	(101,090)
Information Systems Admin	501,350	12,500	513,850	473,480	(40,370)
Enterprise Software & Web Adm	719,320	36,880	756,200	581,140	(175,060)
Geographic Information Systems	368,040	-	368,040	276,250	(91,790)
<b>TOTAL GENERAL GOVERNMENT SERVICES</b>	<b>\$6,353,860</b>	<b>\$359,785</b>	<b>\$6,713,645</b>	<b>\$6,579,410</b>	<b>\$(134,235)</b>

\*Budget adjustments include FY2021/22 Carryovers of \$227,740 and a budget reallocation from the Non-Departmental Contingency Fund for Retirement and Vacation payoffs.

	FY2022/23 ADOPTED BUDGET	BUDGET ADJUSTMENTS*	FY2022/23 AMENDED BUDGET	ACTUAL RESULTS JUNE 2023	OVER / (UNDER) AMENDED BUDGET
Recreation	4,133,780	223,880	4,357,660	4,188,000	(169,660)
Main Library	3,661,960	-	3,661,960	3,661,950	(10)
Older Adult Services	691,580	3,020	694,600	693,610	(990)
Senior Nutrition	465,700	1,620	467,320	467,150	(170)
Video Services	164,100	-	164,100	145,230	(18,870)
Communications	740,410	13,260	753,670	824,360	70,690
<b>TOTAL COMMUNITY SERVICES</b>	<b>\$9,857,530</b>	<b>\$241,780</b>	<b>\$10,099,310</b>	<b>\$9,980,300</b>	<b>\$(119,010)</b>

\*Budget adjustments include FY2021/22 Carryovers of \$37,390 a budget reallocation from the Non-Departmental Contingency Fund for Retirement and Vacation payoffs, and an increase of \$157,760 for the After-School Program (offset by additional revenue).

	FY2022/23 ADOPTED BUDGET	BUDGET ADJUSTMENTS*	FY2022/23 AMENDED BUDGET	ACTUAL RESULTS JUNE 2023	OVER / (UNDER) AMENDED BUDGET
Planning	2,103,050	56,765	2,159,815	1,895,100	(264,715)
Code Compliance	1,063,970	1,080	1,065,050	865,140	(199,910)
Engineering	2,840,680	241,970	3,082,650	2,731,690	(350,960)
Building	1,502,130	159,550	1,661,680	1,528,330	(133,350)
<b>TOTAL DEVELOPMENT SERVICES</b>	<b>\$7,509,830</b>	<b>\$459,365</b>	<b>\$7,969,195</b>	<b>\$7,020,260</b>	<b>\$(948,935)</b>

\*Budget adjustments include FY2021/22 Carryovers of \$23,280 a budget reallocation from the Non-Departmental Contingency Fund for Retirement and Vacation payoffs, an increase of \$42,000 for the Short-Term Rental consulting agreement (offset by additional revenue), and \$346,060 for Engineering and Building Department Professional Services contracts.

	FY2022/23 ADOPTED BUDGET	BUDGET ADJUSTMENTS*	FY2022/23 AMENDED BUDGET	ACTUAL RESULTS JUNE 2023	OVER / (UNDER) AMENDED BUDGET
Street Maintenance	8,696,930	613,995	9,310,925	9,172,080	(138,845)
Park Maintenance	3,866,770	96,550	3,963,320	4,106,980	143,660
Radio Communications	(20,000)	-	(20,000)	(13,150)	6,850
<b>TOTAL PUBLIC WORKS</b>	<b>\$12,543,700</b>	<b>\$710,545</b>	<b>\$13,254,245</b>	<b>\$13,265,910</b>	<b>\$11,665</b>

\*Budget adjustments include FY2021/22 Carryovers of \$677,460 and a budget reallocation from the Non-Departmental Contingency Fund for Retirement and Vacation payoffs.

	FY2022/23 ADOPTED BUDGET	BUDGET ADJUSTMENTS*	FY2022/23 AMENDED BUDGET	ACTUAL RESULTS JUNE 2023	OVER / (UNDER) AMENDED BUDGET
Police Department	52,939,360	723,570	53,662,930	53,722,790	59,860
Fire Department	30,721,430	1,337,720	32,059,150	32,521,080	461,930
<b>TOTAL PUBLIC SAFETY</b>	<b>\$83,660,790</b>	<b>\$2,061,290</b>	<b>\$85,722,080</b>	<b>\$86,243,870</b>	<b>\$521,790</b>

\*Budget adjustments include FY2021/22 Carryovers of \$883,790, a budget reallocation from the Non-Departmental Contingency Fund for Retirement and Vacation payoffs, an increase of \$279,300 to account for negotiated salary increases for the Police Officers Association, an increase of \$22,270 to account for negotiated salary increases for the Firefighters Association, CalOES Strike Team Expenses of \$605,720 (offset by revenue), and \$458,830 to fund the administrative fee for the Ground Emergency Medical Transportation Program.

	FY2022/23 ADOPTED BUDGET	BUDGET ADJUSTMENTS	FY2022/23 AMENDED BUDGET	ACTUAL RESULTS JUNE 2023	OVER / (UNDER) AMENDED BUDGET
<b>TOTAL OTHER EXPENSES</b>	<b>\$2,780,730</b>	<b>(\$441,515)</b>	<b>\$2,331,795</b>	<b>\$1,974,330</b>	<b>(\$357,465)</b>

\*Budget adjustments include a budget reallocation from the Non-Departmental Contingency Fund to other General Fund Departments for Retirement and Vacation payoffs and an increase of \$78,480 for the ProjectDox software Contract.

	FY2022/23 ADOPTED BUDGET	BUDGET ADJUSTMENTS	FY2022/23 AMENDED BUDGET	ACTUAL RESULTS JUNE 2023	OVER / (UNDER) AMENDED BUDGET
<b>CALIFORNIA CENTER FOR THE ARTS</b>	<b>\$2,480,730</b>	<b>\$-</b>	<b>\$2,480,730</b>	<b>\$2,836,890</b>	<b>\$356,160</b>

The California Center for the Arts department budget includes utilities expenses from San Diego Gas and Electric, which exceed the budget amount by \$356,160.

## **GENERAL FUND RESERVES**

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

Total General Fund budgeted operating revenue in FY2022/23 is \$119,929,230 and 25% of this amount is \$29,982,308. The current General Fund Reserve balance is \$17,392,319, or 15% of budgeted operating revenue, which is below the identified acceptable risk-based analysis adopted by City Council and general government practices.

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

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

When the Pension Trust Fund was established, a funding policy for contributions to the Fund was recommended and included the four years of annual Successor Agency Redevelopment Loan Repayments of \$14 million that began in FY2018/19, future proceeds from the sale of City Property belonging to the General Fund, and a portion of General Fund surplus at the end of each fiscal year, if one exists. On December 7, 2022, City Council approved the transfer of the FY2021/22 Successor Agency Redevelopment Loan Repayment of \$2,194,370 and the remaining net resources from the FY2021/22 yearend operating results of \$4,656,850.

On June 30, 2023, the Section 115 Pension Trust Fund had a balance of \$31,788,595.96 which included City contributions of \$31,257,650 plus investment earnings net of expenses of \$530,945.96. The Trust Fund has a 3-year rate of return of 1.91% and a 1-year rate of return of 4.55%.

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

<b>Section 115 Pension Trust Fund</b>	
Initial Deposit – General Fund	\$1,984,000
General Fund Operating Results (5 years)	20,705,235
Successor Agency Advance Repayments	8,568,415
Investment Earnings, net of expenses	530,945
<b>Balance as of June 30, 2023</b>	<b>\$31,788,595</b>

## WATER FUND

The Water Fund ended the fiscal year with net revenue of \$11.6 million, an increase of \$377,780 compared to the prior year. Water usage charges decreased compared to the prior year. Operating expenses also decreased due to the amount of purchased water needed in the fiscal year.

The City has agreed to set charges for water services each year at rates sufficient to produce net revenues (after paying operating and maintenance expenses, excluding depreciation, GASB 68 pension accounting entries and interest) of at least 1.20 times debt services on the bonds. As shown in the chart above, the City has met this debt service coverage in both fiscal years. Excess net revenues are used to fund ongoing capital expenditure projects needed to maintain the City's water system infrastructure.

	ACTUAL RESULTS JUNE 2023	ACTUAL RESULTS JUNE 2022	PRIOR YEAR VS CURRENT YEAR
Operating Revenues	\$68,184,223	\$74,725,288	(\$6,541,065)
Operating Expenses	(56,547,773)	(63,466,618)	6,918,845
<b>Net Operating Income</b>	<b>\$11,636,450</b>	<b>\$11,258,670</b>	<b>\$377,780</b>
<i>Amount Required for Long-Term Debt Obligations:</i>			
Debt Service Payments	\$5,554,152	\$4,512,451	
Coverage Required	1.20	1.20	
Amount Required	6,664,982	5,414,942	
<b>Excess of Net Revenues</b>	<b>\$4,971,468</b>	<b>\$5,843,728</b>	

## WASTEWATER FUND

The Wastewater Fund ended the fiscal year with net revenue of \$11.5 million, a decrease of \$3.4 million compared to the prior year. This was primarily the result of a decrease in wastewater charges for services, offset by increases in Utilities and general operating expenses.

The City has agreed to set charges for wastewater services each year at rates sufficient to produce net revenues (after paying operating and maintenance expenses, excluding depreciation, GASB 68 pension accounting entries and interest) of at least 1.15 times debt services on the bonds. As shown in the chart above, the City has met this debt service coverage in both fiscal years. Excess net revenues are used to fund ongoing capital expenditure projects needed to maintain the City's wastewater system infrastructure.

	ACTUAL RESULTS JUNE 2023	ACTUAL RESULTS JUNE 2022	PRIOR YEAR VS CURRENT YEAR
Operating Revenues	\$39,970,939	\$42,923,368	(\$2,952,429)
Operating Expenses	(28,448,441)	(28,017,969)	(430,472)
<b>Net Operating Income</b>	<b>\$11,522,498</b>	<b>\$14,905,399</b>	<b>(\$3,382,901)</b>
<i>Amount Required for Long-Term Debt Obligations:</i>			
Debt Service Payments	\$3,716,802	\$5,673,346	
Coverage Required	1.15	1.15	
Amount Required	4,274,322	6,524,347	
<b>Excess of Net Revenues</b>	<b>\$7,248,176</b>	<b>\$8,381,052</b>	

## FOR MORE INFORMATION

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



# CITY of ESCONDIDO

FUTURE AGENDA

10/18/2023

**PUBLIC HEARING** - (A. MORROW) - PROPOSED WATER, WASTEWATER, AND RECYCLED WATER RATE ADJUSTMENTS - Request the City Council adopt Resolution No. 2023-131, approving a five-year adjusted water, wastewater, and recycled water rates and fees structure to fund future Utilities maintenance and operations, and capital improvements.

**CURRENT BUSINESS** - (J. AXELROD) - AQUATICS FACILITY DESIGN - Request the City Council select and approve an Aquatics Facility concept to commence design and direct staff to return with funding options.

10/25/2023

**CONSENT CALENDAR** - (E.VARSO) - FY 2022-23 REGIONAL REALIGNMENT RESPONSE GRANT AND BUDGET ADJUSTMENT - Request the City Council Adopt Resolution No. 2023-118 authorizing the Chief of Police to accept a FY 2022-23 Regional Realignment Response Grant in the amount of \$80,000 from the State of California Board of Community Corrections; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

**CONSENT CALENDAR** - (C. MCKINNEY) - PL23-0267 - GENERAL PLAN AMENDMENT FOR SPECIFIC PLANNING AREA ("SPA")13 - It is requested that the City Council authorize the processing of an amendment to the General Plan Land Use and Community Form chapter to modify the residential area overlay of the Imperial Oakes Corporate Center - Specific Planning Area 13.

**CURRENT BUSINESS** - (E.VARSO) - MASSAGE PARLOR ORDINANCE UPDATE

**CURRENT BUSINESS** - (Z. BECK) - NORTH COUNTY DISPATCH JPA APPOINTMENT - Request the City Council appoint a primary and alternate member to the North County Dispatch JPA Board of Directors.

**CURRENT BUSINESS** - (J. SCHOENECK) VINEHENGE UPDATE - Request the City Council approve staff's recommendation to remove/replace/preserve/ the Vinehenge play structure in Grape Day Park.