CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 24, 2026

4:00 PM - Closed Session (City Attorney Conference Room)
5:00 PM - Regular Session
Escondido City Council Chambers, 201 North Broadway, Escondido, CA 92025

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR
Dane White

DEPUTY MAYOR
Joe Garcia (District 2)

COUNCILMEMBERS
Consuelo Martinez (District 1)
Christian Garcia (District 3)
Judy Fitzgerald (District 4)

CITY MANAGER
Sean McGlynn

CITY ATTORNEY
Michael McGuinness

CITY CLERK
Zack Beck

HOW TO WATCH

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

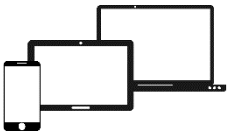
In Person

201 N. Broadway

On TV

Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov

CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 24, 2026

HOW TO PARTICIPATE

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

In Person

Fill out Speaker Slip and Submit to City Clerk

In Writing

escondido-ca.municodemeetings.com

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 to 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, JUNE 24, 2026

CLOSED SESSION
4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION

I. **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Government Code § 54957.6)**
   a. *Estate of Jacob Illian, et al. v. City of Escondido, Jason Ingco*
      United States District Court Case No. 26-CV-3448-H (JLB)
   b. *Rene Janelle Filippi v. City of Escondido*
      San Diego Superior Court Case No. 25CU060120N

ADJOURNMENT

CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 24, 2026

REGULAR SESSION
5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

PROCLAMATION

Parks and Recreation Month

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

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CONSENT CALENDAR

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

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

2. APPROVAL OF WARRANT REGISTER

Request the City Council approve the City Council and Housing Successor Agency warrants issued between June 08, 2026 to June 14, 2026.

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

3. APPROVAL OF MINUTES: Regular meetings of June 10, 2026 and June 17, 2026

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. CONSULTING AGREEMENT WITH ADMINSURE, INC. TO PROVIDE CLAIMS ADMINISTRATION SERVICE FOR THE CITY'S WORKERS' COMPENSATION PROGRAM

Request the City Council adopt Resolution No. 2026-84, authorizing the Mayor, on behalf of the City, to execute a five-year agreement with AdminSure to provide third-party administrator services for the City of Escondido Workers' Compensation program.

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2026-84

6. CHANGE ORDER NO. 5 FOR THE TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS AT EAST WASHINGTON AVENUE AND NORTH ROSE STREET

Request the City Council adopt Resolution No. 2026-117 authorizing the Mayor to execute a change order in the amount of $5,670 for the East Washington and Rose Traffic Signal and Intersection Improvement Project.

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

Presenter: Ed Vasquez, Project Manager

a) Resolution No. 2026-117

7. AWARD CONTRACT TO REPLACE THE ROOF AT PARK AVENUE COMMUNITY CENTER AND HALE AVENUE COMMUNITY CENTER

Request the City Council adopt Resolution No. 2026-115 authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement with Titan Group Corporation. in the amount of $676,353 for replacement of roof at Park Avenue Community Center (PACC) and Hale Avenue Resources Recovery Facility (HARRF).

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

Presenter: Ed Vasquez, Project Manager

a) Resolution No. 2026-115

8. AWARD CONTRACT FOR REPAIR AND MODERNIZATION OF THREE (3) ELEVATORS AT POLICE AND FIRE HEADQUARTERS

Request the City Council adopt Resolution No. 2026-116 authorizing the Mayor, on behalf of the City, to execute a Professional Services Agreement with Amtech Elevator Services in the amount of $449,200 for repair and modernization of three (3) elevators at Police and Fire Headquarters (PAFHQ).

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

Presenter: Ed Vasquez, Project Manager

a) Resolution No. 2026-116

9. LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT – FOURTH AMENDMENT TO PUBLIC SERVICES AGREEMENT WITH MAKELELE SYSTEMS FOR ZONES 1-38

Request the City Council adopt Resolution No. 2026-52, authorizing the Mayor, on behalf of the City, to execute a Public Services Agreement Fourth Amendment with Makelele Systems Landscape & Maintenance, Inc. and the City of Escondido Landscape Maintenance Districts ("LMD"). The LMD is requesting the approval of one (1) year of continuing landscape maintenance service for Fiscal Year 2027 as outlined in the terms of the original agreement in the amount of $282,864, and the addition of $100,000 in prior budgeted landscape repairs to address current and deferred landscape maintenance items for the special benefit of parcel owners.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Development Services Director, and Joe Goulart Director of Public Works)

Presenter: Jen Conway, Management Analyst II

a) Resolution No. 2026-52

10. PUBLIC SERVICES AGREEMENT FOR SENIOR TRANSPORTATION

Request the City Council adopt Resolution No. 2026-101 authorizing a Public Services Agreement with Full Access & Coordinated Transportation, Inc., dba Facilitating Access to Coordinated Transportation in the amount of $253,422 for transportation services for seniors to and from the Park Avenue Community Center to participate in the Senior Nutrition Program.

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

Presenter: Nicole White, Community Services Manager

a) Resolution No. 2026-101

11. PUBLIC SERVICES AGREEMENT EXTENSION FOR SENIOR NUTRITION

Request the City Council adopt Resolution No. 2026-102 authorizing the Fifth Amendment to Public Services Agreement with HumanGood SoCal, dba Redwood Senior Homes and Services in the amount of $68,000 for preparation and delivery of Senior Nutrition Program meals to the Park Avenue Community Center.

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

Presenter: Nicole White, Community Services Manager

a) Resolution No. 2026-102

12. PURCHASE TRAFFIC SIGNAL CONTROLLERS FOR THE CITYWIDE TRAFFIC SIGNAL COMMUNICATIONS IMPLEMENTATION PROJECT

Request the City Council adopt Resolution No. 2026-118, authorizing the Mayor to execute, on behalf of the City, a cooperative Purchase Agreement through the HGAC-Buy Cooperative government procurement program. The contract amount is $617,156 for the purchase of 136 McCain Model 2070 Controllers and 2 McCain Model 2070 Upgrade Modules, along with Omni operating software, for the Citywide Traffic Signal Communications Implementation Project.

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

Presenter: Craig Williams, Transportation Project Manager

a) Resolution No. 2026-118

13. AWARD CONSULTING SERVICES AGREEMENT TO KIMLEY-HORN & ASSOCIATES, INC. FOR THE ENGINEERING DESIGN OF GRAND AVENUE VISION PROJECT - PHASE III

Request the City Council adopt Resolution No. 2026-108, authorizing the Mayor, on behalf of the City, to execute a consulting services agreement with Kimley-Horn and Associates, Inc. for engineering design of the Grand Avenue Vision Project – Phase III in the amount of $528,626.87.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Director of Development Services and Jason Christman, Interim City Engineer)

Presenter: Christopher Hudson, Project Manager

a) Resolution No. 2026-108

14. PL26-0121 – SPECIFIC PLAN AMENDMENT TO AMEND THE RANCHO SAN PASQUAL SPECIFIC PLAN (SPA #3) TO ALLOW FOR THE DEVELOPMENT OF THE "DOS OSOS RV RESORT AND GOLF CLUB"

Request the City Council adopt Resolution No. 2026-111 authorizing staff to further process a Specific Plan Amendment to the Rancho San Pasqual Specific Plan.

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

Presenter: Ivan Flores, AICP, Principal Planner

a) Resolution No. 2026-111

15. AWARD OF CONTRACT FOR ENGINEERING DESIGN SERVICES FOR 1217 SIERRA LINDA DRIVE STORM DRAIN REPAIR PROJECT

Request the City Council adopt Resolution No. 2026-110, authorizing the Mayor, on behalf of the City, to execute a Consulting Services Agreement with Nasland Engineering in the amount of $328,808 for design engineering services of the 1217 Sierra Linda Drive Storm Drain Repair Project.

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

Presenter: Jason Christman, Interim-City Engineer

a) Resolution No. 2026-110

16. CONTRACT AWARD FOR HAULING AND BENEFICIAL USE OF THE HALE AVENUE RESOURCE RECOVERY FACILITY BIOSOLIDS

Request the City Council take the following actions: adopt Resolution No. 2026-71, authorizing the Mayor to execute a Public Services Agreement in the amount of $3,300,000 with Synagro West, LLC, the lowest responsive bidder, for hauling and beneficial use of biosolids from the Hale Avenue Resource Recovery Facility for Fiscal Year 2026 through Fiscal Year 2029; and authorize the City Manager to execute the first and second amendments to the Public Service Agreement with Synagro West, LLC, in the event the City exercises the option to renew for Fiscal Year 2030 and Fiscal Year 2031.

Staff Recommendation: Approval (Utilities Department: Daniel Peterson, Director of Utilities)

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

a) Resolution No. 2026-71

17. FISCAL YEAR 2025/26 PAUL COVERDELL FORENSIC IMPROVEMENT PROGRAM GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2026-100 authorizing the Chief of Police or his designee to (1) accept a Fiscal Year 2025-26 California Office of Emergency Services (CalOES) Paul Coverdell Forensic Science Improvement Program Grant in the amount of $51,013 to cover costs of equipment to improve the quality and timeliness of forensic science services and costs associated with maintaining accreditation for the Police Department Forensic Services Unit; (2) execute all documents necessary for the management and completion of the grant scope; and (3) authorize the necessary budget adjustment needed to spend grant funds.

Staff Recommendation: Approval (Police Department: Ken Plunkett, Chief of Police)

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2026-100

18. APPROVAL OF SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT WITH HROD, INC. DBA MMO PARTNERS AND AUTHORIZATION FOR THE CITY MANAGER TO APPROVE ANNUAL CONTRACT AMENDMENTS FOR FEDERAL LOBBYING SERVICES THROUGH SEPTEMBER 30, 2029

Request the City Council adopt Ordinance No. 2026-14 approving a Second Amendment to the Consulting Services Agreement with HROD, Inc. dba MMO Partners to provide lobbying services to support the City of Escondido's Federal legislative priorities and authorizing the City Manager to approve annual contract amendments.

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

Presenter: Christopher McKinney, Deputy City Manager

a) Ordinance No. 2026-14 (First Reading and Introduction)

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.)

19. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A PLANNED DEVELOPMENT PERMIT (MASTER AND PRECISE PLAN) TO ALLOW GROUND-FLOOR RESIDENTIAL USES FOR THE CONSTRUCTION OF 94 UNITS**

    Approved on June 10, 2026 with a vote of 5/0.

    a) Ordinance No. 2026-12 (Second Reading and Adoption)

PUBLIC HEARINGS

20. **PL25-0083: ZONE TEXT AMENDMENTS – ARTICLE 70 AND ARTICLE 1**
    Request the City Council adopt Ordinance No. 2026-13 approving a Zone Text Amendment to Chapter 33 (Zoning) of the Escondido Municipal Code, specifically Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) and Article 1 (General Provisions and Definitions), for the purpose of compliance with mandatory State law, specifically Government Code sections 66310 through 66342. The Zone Text Amendment includes minor text updates to Article 1 to reconcile definitions of "accessory dwelling" and "junior accessory dwelling" with the new Article 70 language.

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

    Presenter: Sally Schifman, Principal Planner

    a) Ordinance No. 2026-13 (First Reading and Introduction)

21. **CONTINUED FROM JUNE 17, 2026 MEETING - ORDINANCE NO. 2026-07 – BICYCLES, NONMOTORIZED VEHICLES, AND MOBILITY DEVICES**
    Request the City Council adopt Ordinance No. 2026-07, amending Chapters 5, 10, 18, and 28 of the Escondido Municipal Code to regulate Bicycles, Nonmotorized Vehicles, and Mobility Devices, and related enforcement activities.

    Staff Recommendation: Approval (Police Department: Ken Plunkett, Chief of Police)

    Presenter: Craig Miller, Lieutenant, Traffic Division

    a) Ordinance No. 2026-07 (First Reading and Introduction)

FUTURE AGENDA

22. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT

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

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, July 29, 2026 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*
Wednesday, August 05, 2026 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*

SUCCESSOR AGENCY

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

CEQA STATEMENT

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

Consent Item No. 1 **June 24, 2026**

A F F I D A V I T S

OF

I T E M

P O S T I N G –

- **ZONE TEXT AMENDMENT – PL25-0083**
- **CONTINUED FROM THE JUNE 17, 2026 MEETING - APPROVAL OF ORDINANCE NO. 2026-07 – BICYCLE, NONMOTORIZED VEHICLES, AND MOBILITY DEVICES, ESTABLISHING DEFINITIONS OF BICYCLES AND NONMOTORIZED VEHICLES, PROHIBITIONS ON AREAS OF USE, REQUIREMENTS TO EXERCISE DUE CAUTION, PENALTIES FOR VIOLATIONS, AND LAW ENFORCEMENT EXEMPTIONS.**

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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, California at **5 p.m**. on **Wednesday, June 24, 2026**, to consider the item listed below.

ZONE TEXT AMENDMENT – PL25-0083

REQUEST: Approval of a Zone Text Amendment to Chapter 33 (Zoning) of the Escondido Municipal Code, specifically Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) and Article 1 (General Provisions and Definitions), for the purpose of compliance with mandatory State law, specifically Government Code sections 66310 through 66342. The Zone Text Amendment includes minor text updates to Article 1 to reconcile definitions of "accessory dwelling" and "junior accessory dwelling" with the new Article 70 language.

PROPERTY SIZE AND LOCATION: Citywide

ENVIRONMENTAL STATUS: The proposed amendments to Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) are ministerial actions undertaken to implement mandatory State law. The City lacks discretionary authority to deny, modify, or condition these provisions based on environmental considerations. Accordingly, the action is not subject to CEQA pursuant to Public Resources Code section 21080(b)(1); and the action is statutorily exempt from CEQA under CEQA Guidelines section 15268. The proposed amendments to Article 1 (General Provisions and Definitions) are exempt pursuant to CEQA Guidelines section 15378(b)(5) as changes to Article 1 would not have a direct or indirect physical effect on the environment. No further environmental review is required.

PLANNING COMMISSION ACTION: On April 28, 2026, the Planning Commission voted 5-0 to continue the item to a date certain of May 26, 2026. On May 26, 2026, the Planning Commission voted 6-0 recommending that the City Council approve the Zone Text Amendment as recommended by staff with one revision to Section 1475(g) of the updated ordinance.

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

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

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

The staff report will be available on the City's website at https://escondido-ca.municodemeetings.com/ after Thursday, June 18, 2026. **For additional information, please contact Sally Schifman, Principal Planner, at 760-839-4514, or via email at sally.schifman@escondido.gov, and refer to Case No. PL25-0083.**

DocuSigned by:
Zack Beck
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Zack Beck, City Clerk
City of Escondido
DATED: June 11, 2026

Published in THE ESCONDIDO TIMES ADVOCATE: 6/11/26

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN on WEDNESDAY, JUNE 17, 2026 at 5 p.m., the Escondido City Council of the City of Escondido will hold a Public Hearing to consider the following item:

APPROVAL OF ORDINANCE NO. 2026-07 – BICYCLE, NONMOTORIZED VEHICLES, AND MOBILITY DEVICES, ESTABLISHING DEFINITIONS OF BICYCLES AND NONMOTORIZED VEHICLES, PROHIBITIONS ON AREAS OF USE, REQUIREMENTS TO EXERCISE DUE CAUTION, PENALTIES FOR VIOLATIONS, AND LAW ENFORCEMENT EXEMPTIONS.

During the Public Hearing, Escondido Police Department staff will present information detailing:

- Definition of bicycles and nonmotorized vehicles
- Definition of electric bicycles and other motorized mobility devices
- Expectations of safe operations of electric bicycles and other motorized mobility devices
- Establishing penalties for administrative citations for both operators and parents of minor operators.

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.

The City of Escondido recognizes its obligation to provide equal access to public services for those individuals with disabilities. Please contact the American Disabilities Act (A.D.A.) Coordinator (760) 839-4376 with any requests for reasonable accommodations, to include sign language interpreters, 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 said Public Hearing to express their opinion in this matter. Said Public Hearing will be held in the Council Chambers, 201 N. Broadway, Escondido, California, 92025.

PUBLIC COMMENT: To submit comments in writing, please do so at the following link: https://escondido-ca.municodemeetings.com/bc-citycouncil/webform/public-comment.

FOR ADDITIONAL INFORMATION, please contact Craig Miller, Police Lieutenant, (760) 839-4901.

DocuSigned by:
Zack Beck
A58535D0BDC1430...

ZACK BECK, City Clerk
City of Escondido
June 4, 2026

Published in THE ESCONDIDO TIMES ADVOCATE: 6/4/26

STAFF REPORT

June 24, 2026
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER

DEPARTMENT

Finance

RECOMMENDATION

Approval for City Council and Housing Successor Agency warrants issued between June 08, 2026 to June 14, 2026

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

Dates	06/08/2026 to 06/14/2026
Total	$3,187,196.54
Number of Warrants	196

BACKGROUND

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

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION
4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

None

CLOSED SESSION

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

a. Property: 340 N. Escondido Blvd., Escondido (California Center for the Arts, Escondido)
Agency Negotiator: Sean McGlynn, City Manager, or designees
Negotiating Party: California Center for the Arts Foundation
Under Negotiation: Terms of Management Agreement

ADJOURNMENT

Mayor White adjourned the meeting at 4:50 p.m.

_____ _____

MAYOR CITY CLERK

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION
5:00 PM Regular Session

MOMENT OF REFLECTION

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CALL TO ORDER

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

FLAG SALUTE

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

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

Heidi Whitman – Thanked the Council for continuing the Hamilton Lane Appeal to June 24, 2026.

Kristina Miller – Requested more ADA parking on Grand Ave. Requested the City build an additional Fire Station near Kit Carson Park and focus on improving traffic safety in the surrounding area.

CONSENT CALENDAR

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

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

2. **APPROVAL OF WARRANT REGISTER**
   Request the City Council approve the City Council and Housing Successor Agency warrants issued between May 25, 2026 to May 31, 2026.

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

3. **APPROVAL OF MINUTES: None**

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. FISCAL YEAR 2025/26 THIRD QUARTER FINANCIAL STATUS REPORT

Request the City Council receive and file the third quarter financial report for Fiscal Year 2025/26. (File Number 0430-30)

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

Presenter: Christina Holmes, Director of Finance

6. LETTER IN OPPOSITION OF THE PROPOSED TAX INCREMENT FINANCING (TIF) DISTRICTS TO FUND THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY

Request the City Council (1) authorize the Mayor to sign the League of California Cities (Cal Cities) letter opposing the High-Speed Rail Authority's proposed state-controlled Tax Increment Financing (TIF) districts; (2) direct staff to notify the High-Speed Rail Authority Board of the City's opposition; and (3) direct staff to convey the City's position to the Governor, its State Assembly Members and State Senators, and Budget Chairs. (File Number 0145-30)

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

Presenter: Nicole Lindsay, Management Analyst

PUBLIC HEARINGS

7. PL25-0096/PL25-0097/PL25-0098/PL25-0099: VALLEY PARKWAY TOWNHOMES

Request the City Council adopt Ordinance No. 2026-12 approving a Planned Development Permit (Master and Precise Plan) to allow for ground-floor residential uses on the subject property; and Resolution No. 2026-86 approving a Tentative Subdivision Map to merge two lots into one, and allow for condominium units, and a Design Review Permit for the construction of 94 multi-family units. (File Number 0800-40)

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

Presenter: Alex Rangel, Associate Planner

a) Resolution No. 2026-86

b) Ordinance No. 2026-12 (First Reading and Introduction)

Gregg Oliver – Requested that the City Council decrease the threshold for requiring public hearings on development projects.

Kristina Miller – Requested that the City Council decrease the threshold for requiring public hearings on development projects.

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

8. PL24-0067 – AN APPEAL OF THE PLANNING COMMISSION'S DECISION TO APPROVE A TENTATIVE SUBDIVISION MAP AND ADOPT AN ADDENDUM TO THE ENVIRONMENT DOCUMENT FOR THE SUBDIVISION OF ONE LOT INTO 5 RESIDENTIAL LOTS FOR FUTURE DEVELOPMENT ON HAMILTON LANE AND BERNARDO AVENUE

Request the City Council adopt Resolution No. 2026-90 denying the appeal of the Planning Commission's decision to approve the Tentative Subdivision Map and Addendum for the subdivision of one lot into 5 residential lots for future development on Hamilton Lane and Bernardo Avenue. (File Number 0800-40)

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

Presenter: Melissa DiMarzo, Assistant Planner II

a) Resolution No. 2026-90

Item continued to June 24, 2026

9. CONTINUED FROM MAY 20, 2026 MEETING - FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN FOR DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Request the City Council conduct a Public Hearing to solicit and consider citizen input on the Fiscal Year ("FY") 2026-2027 Annual Action Plan for the use of Community Development Block Grant ("CDBG") funds; and adopt Resolution No. 2026-83 approving Fiscal Year 2026-2027 Annual Action Plan for the use of CDBG funds, conditionally commit funds to projects, authorize the Director of Community Development to execute contracts as appropriate, and approve the submittal of the 2026-2027 Annual Action Plan to Housing and Urban Development ("HUD"). (File Number 0870-11)

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

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

a) Resolution No. 2026-83

Estela Del Los Rios – Requested that the City Council use CSA San Diego County for Fair Housing services.

George Ibarra – Requested that the City Council use CSA San Diego County for Fair Housing services.

Kayanne Anderson – Expressed support for this item.

Javier Gurerro – Expressed support for this item.

Kristina Miller – Expressed support for CSA San Diego County.

Amalea Romero – Expressed support for this item.

Adolfo Ventura – Expressed support for this item.

Gregg Oliver – Informed the Council that he will reach out to City Staff with questions regarding CDBG funding.

Motion to include staff recommendation and not include the MAAC Ascencia Project in the allocation: C. Garcia; Second: Fitzgerald; Approved: 5-0

CURRENT BUSINESS

10. **RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND LOVE ESCO, INC. TO EXPLORE A POTENTIAL FUTURE DONATION OF DESIGN SERVICES, CONSTRUCTION SERVICES, AND MATERIAL FOR CITY PARK FACILITIES AT "HERITAGE GARDEN" POCKET PARK IN DOWNTOWN ESCONDIDO**

Request the City Council adopt Resolution No. 2026-77 approving a Memorandum of Understanding ("MOU") with Love Esco, Inc. ("Love Esco") a registered 501(c)(3) non-profit organization, to explore a potential future donation of design services, construction services, and materials for City park facilities on City owned property (APN #'s 229-432-24, -25, and -26) at the corner of East Grand Avenue and North Juniper Street in downtown Escondido ("Heritage Garden"). (File Number 0680-20)

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

Presenter: Christopher McKinney, Deputy City Manager

a) Resolution No. 2026-77

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

FUTURE AGENDA

11. FUTURE AGENDA

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

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

CITY MANAGER'S REPORT

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

ORAL COMMUNICATIONS

None

ADJOURNMENT

Mayor White adjourned the meeting at 6:15 p.m.

_____ _____

MAYOR CITY CLERK

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION
5:00 PM Regular Session

MOMENT OF REFLECTION

CALL TO ORDER

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

FLAG SALUTE

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

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

Gregg Oliver – Expressed opposition to the proposed Rinks Project at Kit Carson Park.

Jesus Bustamante – Expressed opposition to the proposed Rinks Project at Kit Carson Park.

Ruth Weber – Expressed opposition to the proposed Rinks Project at Kit Carson Park.

Stephen Emborry – Expressed concern regarding traffic at Redwood Street and requested a four-way stop sign be installed at the intersection of Redwood and 11th Ave.

Dr. Juan Bribesca – Expressed opposition to the proposed Rinks Project at Kit Carson Park.

CONSENT CALENDAR

Motion to approve items 1-6, 8: Martinez; Second: Fitzgerald; Approved: 5-0

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

2. **APPROVAL OF WARRANT REGISTER**
   Request the City Council approve the City Council and Housing Successor Agency warrants issued between June 01, 2026 to June 07, 2026.

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

3. **APPROVAL OF MINUTES: Regular meeting of June 3, 2026**

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT – PRELIMINARY ENGINEER'S REPORT FOR ZONES 1-38 FOR FISCAL YEAR 2026/2027

Request the City Council adopt Resolution No. 2026-35 to initiate the proceedings for the annual levy of assessments for the City of Escondido Landscape Maintenance Assessment District for Zones 1 through 38 for fiscal year 2026/2027. (File Number 0685-10)

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Development Services Director, and Joseph Goulart, Public Works Director)

Presenter: Jen Conway, Management Analyst II

a) Resolution No. 2026-35

6. A RESOLUTION EXPRESSING SUPPORT FOR AN APPLICATION BY THE DEVELOPERS OF THE NUTMEG CONDOMINIUM PROJECTS FOR CMFA FUNDING FOR PUBLIC FACILITIES ACQUISITION IMPROVEMENTS AND FINANCED FEES

Request the City Council adopt Resolution No. 2026-99 expressing support for an application by the developer of the Nutmeg Condominium Properties for tax-exempt bond funding of Public Facilities Acquisition Improvement and Financed Development Impact Fees. (File Number 0680-20)

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

Presenter: Kevin Snyder, AICP, Development Services Director

a) Resolution No. 2026-99

7. APPROVAL TO SUBMIT A GRANT APPLICATION TO, AND ACCEPT TERMS FOR, SANDAG'S FLEXIBLE FLEET PILOT PROGRAM TO PROVIDE EXPANDED TRANSPORTATION OPTIONS TO RESIDENTS AND VISITORS

Request the City Council adopt Resolution No. 2026-114, authorizing the Mayor to execute, on behalf of the City, the filing of an application to SANDAG's Flexible Fleet Pilot Program. (File Number 0480-70)

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

Presenter: Craig Williams, Transportation Project Manager

a) Resolution No. 2026-114

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

8. **SISTER CITIES COMMUNITY REQUEST: BALLET FOLKLORICO CALIZTLAN ACADEMY**
Request the City Council approve funding in an amount not to exceed $22,850, allocated as follows: $16,250 to Ballet Folklórico Caliztlan Academy to offset airfare costs for approximately 30 dancers participating in Guelaguetza 2026 in Oaxaca, Mexico. $6,600 to support travel expenses for two City Councilmembers and one City staff representative, consistent with the recommendation of the Sister Cities Subcommittee. (File Number 0610-55)

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

Presenter: Jennifer Schoeneck, Director of Economic Development

CURRENT BUSINESS

9. **COMMUNITY SERVICES FEE CHANGES**
Request the City Council adopt Resolution No. 2026-103 approving proposed fee changes to the Community Services Department fee schedule. (File Number 0480-45)

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

Presenter: Robert Rhoades, Assistant Director of Community Services

a) Resolution No. 2026-103

Kristina Miller – Asked if the Public Safety Fees will be updated as part of this item? Staff answered: no.

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

PUBLIC HEARINGS

10. **FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND FISCAL YEAR 2026/27 CAPITAL IMPROVEMENT PROGRAM BUDGET AND ADOPTION OF THE 2026 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM**
Request the City Council (1) adopt Resolution No. 2026-93 approving Fiscal Years 2026/27–2028/2031 Five-Year Capital Improvement Program and the Fiscal Year 2026/27 Capital Improvement Program Budget; (2) adopt Resolution No. 2026-94 approving the RMRA Fiscal Year 2026/27 project list; and (3) adopt Resolution No. 2026-95 approving the Regional Transportation Improvement Program for Fiscal Years 2027 through 2031. (File Number 0430-30)

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

Presenter: Vinnie Bernabeo, City Manager's Office

a) Resolution No. 2026-93

b) Resolution No. 2026-94

c) Resolution No. 2026-95

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

11. FISCAL YEAR 2026/27 OPERATING BUDGET ADOPTION

Request the City Council adopt the following: Resolution No. 2026-91 approving the Fiscal Year 2026/27 Annual Operating Budget; Resolution No. 2026-92 approving the Appropriations Limit (Gann Limit) for Fiscal Year 2026/27; Resolution No. 2026-105 amending the Salary and Benefits Plan for the Unclassified and Management Groups; and Resolution No. 2026-107 amending the full-time compensation schedule for all employee groups. (File Number 0430-30)

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

Presenter: Christina Holmes, Director of Finance

a) Resolution No. 2026-91

b) Resolution No. 2026-92

c) Resolution No. 2026-105

d) Resolution No. 2026-107

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

12. ORDINANCE NO. 2026-07 – BICYCLES, NONMOTORIZED VEHICLES, AND MOBILITY DEVICES

Request the City Council adopt Ordinance No. 2026-07, amending Chapters 5, 10, 18, and 28 of the Escondido Municipal Code to regulate Bicycles, Nonmotorized Vehicles, and Mobility Devices, and related enforcement activities. (File Number 0680-10)

Staff Recommendation: Approval (Police Department: Ken Plunkett, Chief of Police)

Presenter: Craig Miller, Lieutenant, Traffic Division

a) Ordinance No. 2026-07 (First Reading and Introduction)

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Item continued to a June 24, 2026

FUTURE AGENDA

13. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT

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

ORAL COMMUNICATIONS

Melissa Petri – Expressed opposition to the proposed Rinks Project at Kit Carson Park.

Kristina Miller – Expressed opposition to the proposed Rinks Project at Kit Carson Park.

Ruth Weber – Expressed opposition to the proposed Rinks Project at Kit Carson Park.

Robert Kard – Expressed opposition to the proposed Rinks Project at Kit Carson Park.

Jim Rauch – Expressed opposition to the proposed Rinks Project at Kit Carson Park.

Ana Marie Velasco – Expressed opposition to the proposed Rinks Project at Kit Carson Park.

James Griffin – Expressed opposition to the proposed Rinks Project at Kit Carson Park.

Vanessa Valenzuela – Expressed opposition to the proposed Rinks Project at Kit Carson Park

Amalia Martinez – Expressed opposition to the proposed Rinks Project at Kit Carson Park

Stewart Reyes – Expressed concern regarding transportation and pedestrian safety in Escondido.

Cristina Reza– Expressed opposition to the proposed Rinks Project at Kit Carson Park

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Tedi Jackson – Expressed opposition to the proposed Rinks Project at Kit Carson Park

ADJOURNMENT

Mayor White adjourned the meeting at 6:50 p.m.

_____ _____

MAYOR CITY CLERK

STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

The City Counci/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

June 24, 2026
File Number 0600-10; A-3595

SUBJECT

CONSULTING AGREEMENT WITH ADMINSURE INC. TO PROVIDE CLAIMS ADMINISTRATION SERVICE FOR THE CITY'S WORKERS' COMPENSATION PROGRAM

DEPARTMENT

Human Resources / Benefits & Workers' Compensation Division

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-84, authorizing the Mayor, on behalf of the City, to execute a five-year agreement with AdminSure to provide third-party administrator services for the City of Escondido Workers' Compensation program.

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

Presenter: Jessica Perpetua, Director of Human Resources

ESSENTIAL SERVICE – No

COUNCIL PRIORITY –

FISCAL ANALYSIS

The five-year agreement with AdminSure shall not exceed $1,647,022.

BACKGROUND

The City has an agreement with AdminSure to manage its workers' compensation program. AdminSure services include opening, reviewing, and closing workers' compensation claims; reviewing claims to control costs; storing all documentation related to claims on a secured online system; completing medical reviews; and working with the City Attorney's office on litigation and settlement matters.

With the current agreement scheduled to expire on July 31, 2026, the City issued a Request for Proposal (RFP) in February 2026. Based on the three responses received and the oral presentations made to the interview panel, staff recommends continuing with AdminSure for the consistency and efficiency that AdminSure provides in administering the City's workers' compensation program. Accordingly, staff recommends that AdminSure continue as the third-party administrator under a new five-year agreement effective August 1, 2026.

CITY of ESCONDIDO

STAFF REPORT

RESOLUTIONS

a. Resolution No. 2026-84
b. Resolution No. 2026-84 – Exhibit "A" Consulting Agreement with AdminSure for the City's Workers' Compensation Program Administration

RESOLUTION NO. 2026-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CONTRACT WITH ADMINSURE TO PROVIDE THIRD PARTY ADMINISTRATOR SERVICES FOR THE CITY OF ESCONDIDO'S WORKERS' COMPENSATION PROGRAM

WHEREAS, the City of Escondido contracts for third party administration of its workers' compensation program; and

WHEREAS, currently, the City has an agreement with AdminSure to serve as the third-party administrator for the City's workers' compensation program and said agreement will expire on July 31, 2026; and

WHEREAS, based on the responses to the Request for Proposal and oral presentations made to the interview panel, staff recommends AdminSure to continue as the third-party administrator for the City's workers' compensation program, effective August 1, 2026.

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 new five-year contract with AdminSure to provide third party administrator and bill review services for the City of Escondido workers' compensation program. A copy of the proposed contract, which is subject to approval by the City Attorney, is attached to this Resolution as Exhibit "A" and is incorporated by this reference.

CITY OF ESCONDIDO
CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Patrice Russell
760-839-4865
("CITY")

And: AdminSure, Inc.
a California corporation
3380 Shelby St.
Ontario, CA 91764
Attn: Alithia Vargas-Flores
909-396-5814
("CONSULTANT").

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

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to act as the third-party administrator for the City's workers' compensation program;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

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

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of **$1,647,022**. CONSULTANT 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. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.

4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.

6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.

7. Insurance Requirements.

   a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

      (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than $2,000,000 per occurrence and $4,000,000 general aggregate.

      (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

(3) *Workers' Compensation*. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

(4) *Professional Liability (Errors and Omissions)*. Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate.

(5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.

b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

(1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.

(2) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

(3) *Primary Coverage*. CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

(4) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

(5) *Subcontractors*. If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(6) *Waiver of Subrogation*. CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.

(7) *Self-Insurance*. CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of

other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.

(8) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the CITY.

c. *Verification of Coverage*. At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

d. *Special Risks or Circumstances*. The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

e. *No Limitation of Obligations*. The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.

f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

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

a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.

b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.

13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.

20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

21. Compliance with Laws, Permits, and Licenses. CONSULTANT 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. CONSULTANT 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 CONSULTANT to comply with this section.

22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at http://www.dir.ca.gov/oprl/dprewagedetermination.htm and incorporated into this Agreement by this reference. 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 CONSULTANT to comply with this section.

23. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

_____
Dane White, Mayor

Adminsure, Inc.

Date: _____

_____
Alithia Vargas-Flores, President

Date: _____

_____
Ashley Sells, Corporate Secretary

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

BY: _____

DATE: _____

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

ATTACHMENT "A"

Scope of Work

A. General

AdminSure Inc., a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with administrative services related to the City's workers' compensation program.

B. Location

Consultant to provide services in relation to the City's workers' compensation program at Consultant's office located at 3380 Shelby Street, Ontario, CA 91764.

C. Services

1. Consultant shall meet with the City staff periodically to:
    a. Assist City staff in developing internal procedures for the program.
    b. Provide orientation and training to personnel involved in the administration of the program.
    c. Discuss specific claims and general claims.
2. Consultant shall provide the City information regarding the adoption, amendment, or repeal of all statutes, rules, and regulations, which may directly affect the program.
3. Consultant shall provide the City with all forms required by the state in connection with the program.
4. Consultant shall comply with all performance standards of the City's excess insurer. Consultant shall also comply with the City's workers' compensation claims administration standards, but under no circumstances are the City's workers' compensation claims administration standards to be construed as having precedence over the performance standards of the City's excess insurer. Consultant shall also have the authority and responsibility to provide claims administration services, which include;
    a. Each examiner acting on behalf of Consultant shall have a caseload of no more than 150 claims.
    b. Establishing an electronic claim file and computer database record upon receipt of an injury report within two business days for each claim.
    c. The Consultant shall contact the City within two business days of receipt of notice of a claim by any source to conduct an initial and meaningful investigation. Such contact with the City shall be clearly documented in the computer system.
    d. When a claim reaches one-half of the City's self-insured retention (SIR), the Consultant shall report to the City every 90 calendar days regarding the status of the claim. Such report shall include a status of the claim, the examiner's plan of action for future handling of the claim, and the current paid to date and total incurred amounts listed by indemnity, vocational rehabilitation, medical and expense categories.
    e. Setting and updating reserves, which are monies set aside to pay the cost of claims in case of injury, disability or death arising in the course of work-related duty.
    f. Initiating and maintaining contact with injured workers within one business day. Same day is preferable. All written correspondence from employees will be responded to within five calendar days of receipt.
    g. Consultant shall promptly initiate investigation of issues identified as material to potential litigation. The City shall be alerted to the need for an outside investigation as soon as possible and the City will appoint an investigator. The City shall be kept informed on the scope and results of all investigations. All activities shall be clearly documented in the computer system.

h. Consultant shall obtain authority from the City to delay or deny a claim. The City's authorization shall be clearly documented in the applicable claim file or in the computer system. The compensability determination (accept claim, deny claim, or delay acceptance pending the results of additional investigation) and the reasons for such determination will be made and clearly documented in the file within 14 business days of the receipt of the notification of the loss. Delay of benefit notices shall be mailed in compliance with the Division of Industrial Relations' guidelines. Copies of benefit notices will be maintained in the applicable claim file or stored in an electronic file. In no case shall a final compensability decision be extended beyond 9 calendar days from the City's knowledge of the claim.
i. Preparing and issuing benefit notices, if applicable.
j. Arranging or medical treatment and medical services from clinics, facilities, pharmacies, hospitals, specialists, and other vendors as necessary.
k. Performing all utilization review services and communicating decisions to approve, modify or deny medical treatment in accordance with state law.
l. Monitoring disability status by reviewing medical reports and contacting doctors for updates.
m. Auditing and reviewing all medical bills utilizing the Official Medical Fee Schedule ("OMFS"), Inpatient Hospital Fee Schedule ("IHFS") and Preferred Provider Organizations ("PPO") while paying all properly adjusted medical bills in a timely and accurate manner.
n. Paying mileage or medical reimbursements to injured workers.
o. The initial indemnity payment or voucher will be issued and mailed to the injured worker together with a properly completed Division of Workers' Compensation ("DWC") benefit notice within 14 calendar days of the first day of disability. Late payments must include the self-imposed penalty in accordance with the law. If late due to Consultant, Consultant assumes all late payment penalties.
p. All indemnity payments or vouchers subsequent to the first payment will be verified, except for those payments where disability is expected beyond 90 calendar days in which case payments will be verified in 90-day increments. All disability payments will be issued in compliance with the law.
q. Arranging medical exams in conformance with state law to determine whether an injured worker's medical condition is permanent and stationary, reached Maximum Medical Improvement ("MMI") and what, if any, permanent disability exists.
r. Paying the permanent disability compensation in accordance with the law.
s. The Consultant shall review, compute and pay all informal ratings, death benefits, life pensions, Findings and Awards or Compromise and Release settlements. Payments on Awards, computations, or Compromise and Release agreements shall be issued within 10 business days or sooner if necessary to ensure payment within 20 calendar days of the Workers' Compensation Appeals Board ("WCAB") approval date, following receipt of the appropriate document.
t. Arranging for attorney representation of the City whenever the need arises.
u. Monitoring attorneys and assisting them in preparing cases.
v. Auditing and paying legal expenses.
w. Arranging for vocational rehabilitation services when appropriate, monitoring vocational rehabilitation consultants and assisting them as necessary.
x. Auditing and paying vocational rehabilitation expenses.
y. Preparing and issuing Supplemental Job Displacement Benefits ("SJDB") notices and benefits.
z. Upon specific City request, the Consultant shall arrange for an informal disability rating such as "speed rating" whenever to avoid WCAB litigation. The Consultant shall take advantage of any potential apportionment potential to prior claims, disabilities, and impairments. The Consultant shall also advise the City of potential credits and penalties to permanent disability benefits should the City accommodate permanent/alternative work for at least 12 months.

aa. Preparing and issuing the permanent disability compensation notices.
bb. The Consultant will pursue all subrogation involving responsible third-parties and work closely with City staff to resolve subrogation issues. The Consultant is not authorized to file litigation without consent of the City. The City must approve all settlements. The City will provide specific language to incorporate in any subrogation settlement. Consultant is responsible for protecting any and all statute of limitations and must notify City staff in writing no later than 60 days prior to expiration of the statute. The City retains the right to handle any subrogation issue it deems appropriate. The City requires copies of all subrogation correspondence.
cc. Notifying the City and excess insurers of all claims that exceed or may exceed the self-insurance retention. All cases that meet the established reporting criteria are to be reported within five business days of the day on which it is known the criterion is met. Consultant shall comply with all performance standards of the client's excess insurer, if any. The Consultant shall also comply with the Consultant's Workers' Compensation Claims Administration Standards, but under no circumstances are they to be construed as having precedence over the performance standards of the City's excess insurer, if any.
dd. Obtaining settlement authority and negotiating settlement on appropriate claims.
ee. Attending all hearings that are required by law.
ff. The Consultant's claim supervisor shall review all inactive medical only files open beyond 90 days from the date of entry by the Consultant for potential closure or conversion to indemnity status. Inactive is defined as those claims with no payment, reserve, or file note activity during the prior 60 days. Claims with $5,000 or more paid to date on any medical only claim open beyond 180 calendar days from the date of Consultant entry shall be converted to indemnity status and a reasonable, precautionary indemnity reserve placed on the claim. All indemnity cases, where permanent disability is not an issue, will be closed within 60 calendar days of the final financial transaction or final correspondence to the injured worker as required by law. All indemnity claims, where permanent disability is an issue, will remain open for two years from the date of the last payment of benefit, then closed within 60 calendar days of that date.

5. The City and Consultant agree that the City shall establish and maintain a Workers' Compensation Trust Fund Account from which all Workers' Compensation benefits and expenses are to be paid. Consultant shall administer the Trust Fund Account in a prudent and reasonable manner in accordance with federal and state law and City policy. The Consultant shall report to the City monthly, or as needed, all Trust Fund Account transactions and upon request provide the City copies of any document associated with the Trust Fund Account. The Consultant shall ensure sufficient money is in the Trust Fund Account, at a level determined by the City and Consultant, to ensure adequate funds are available to meet all prompt payment standards required by law. Consultant shall request that the City transfer additional funds to replenish the Trust Fund Account whenever the funds available balance drops below $50,000. Consultant shall also request that the City prefund any medical, settlement or other anticipated payments in excess of $25,000 to minimize the cash flow impact on the Trust Fund Account. Consultant shall collect any overpayment of benefits or expenses made to claimants, vendors or other parties. Consultant shall not charge for any financial costs associated with establishing and administering the Trust Fund Account including any bank or check printing charges.
    a. Consultant shall prepare checks and issue those checks directly to payees without delay.
    b. Consultant shall sign checks with a facsimile signature or manually.
    c. Consultant shall secure checks in a locked area accessible to a limited number of personnel.
    d. The City shall maintain an adequate balance in their trust account to meet all Workers' Compensation obligations without delay.

e. The trust account may be used to pay penalties in which case the Consultant shall reimburse the City within 15 working days for any amount of the penalty that the Consultant caused.

6. Consultant shall provide the City with electronic data processing services that will allow for the production of loss experience and transaction reports within 10 days following the close of each calendar month. Consultant will also work with the City to develop ad hoc and other specialized reports as requested.
7. Consultant shall prepare all reports required by state and federal regulatory agencies (if any) in connection with the program, including the Self-Insurer's Annual Report required by the Department of Self-Insurance Plans.
8. Consultant shall establish and maintain electronic claims files, claim logs, transaction documents and all other records associated with the program. These records shall be the property of the City. Unless this Agreement is cancelled, closed hard files, if any, shall be stored by Consultant for five years and shall thereafter become the responsibility of the City. Upon cancellation of this Agreement, the City shall be responsible for maintaining and storing all data, records, etc. Consultant shall not dispose of or destroy hard files without the prior, written authorization of the City.
9. The City will perform the following:
    a. Submit all reports of work injury to Consultant in a timely manner not to exceed two business days of the City's knowledge of the injury.
    b. Respond to the Consultant's requests for information and authority within five days of such requests.
    c. Provide information that is accurate and is in a form specified by the Consultant.
    d. Grant settlement authority to Consultant in advance of WCAB, rehabilitation, and legal hearings, or be available by phone or in person during same.
10. Other
    a. Claim Review
        i. All claims files shall be reviewed at least every 45 calendar days for active claims and at least every 90 days for claims that have settled but are open for the employee's future medical care. The examiner shall distinguish the regular diary review from routine file documentation in the electronic notes. A plan of action will be included and separately labeled in the file notes during a diary review. The plan of action shall include, but not be limited to, the employee's current work status, medical status, review of reserves, and future activity to move the claim towards resolution. Consultant shall monitor the diary reviews by printing a "No Activity" report each month to identify any files that have fallen off the diary system.
        ii. The Consultant's claim supervisor shall conduct a diary review within 14 days of receipt of a claim, a subsequent review within 90 days on all active indemnity claims, and every 180 days thereafter. Interval of review may be reduced based on the status of the claim.

    b. Claim Supervision – The Consultant shall provide supervisory staff that will regularly review the work product of the examiners. The supervisor shall review at least 10% of each examiner's caseload each month to ensure each examiner is following the performance standards outlined in this Agreement. In addition, the supervisor shall conduct a regular quarterly review of all open indemnity claims with reserves in excess of $100,000 and all problem or complex claims. Such reviews shall be labeled as "Supervisor Review" and clearly documented in the electronic notes. Future medical claims will remain current on the supervisory diary every 180 days.
    c. Claim Reconciliation. All claim files shall be reconciled to ensure all indemnity payments have been made correctly. The reconciliation should verify that payments were made in the correct amount and from the correct claim file. The physical file should be verified with the computer information. All open claim files shall be reconciled at the time of a request for settlement authorization and at the time of

submission for closure. Proof of the reconciliation should remain in the claim file and clearly documented in the computer system.

d. Future Medical Claims – Claims that remain open to monitor future medical care shall remain open for two years from the last payment of benefit. Reviews shall be documented in the claim notes to include settlement information, permanent work restrictions, future medical care outline, last date and type of treatment, name of excess carrier, excess carrier reporting level, and excess carrier reporting history. Reserves for future medical treatment will be reviewed every six months and adjusted for use over a three-year average and the injured employee's life expectancy based on the latest version of the U.S. Life Table. The reason(s) and calculation(s) for the adjustment(s) shall be clearly documented in the electronic notes.

e. Litigated Cases – The City Attorney's Office is responsible for hiring and overseeing outside attorneys representing the City in litigated workers' compensation matters. The City will designate a panel of attorneys to handle litigated cases. In such cases, the City is the client and as such is entitled to direct the handling of the litigated claims and must receive all legal correspondence. Further, Consultant will not communicate directly with outside counsel without inclusion of City staff. Consultant will follow all protocols required by the City regarding communication with defense attorney. City Attorney oversight of litigated cases includes, but is not limited to, oversight of legal services provided by outside counsel, bill review, approval and payment. Consultant will document all payments made by the City to each claim file.

f. WCAB Hearings – Consultant must have approval from the City Attorney regarding representation of the City at WCAB hearings. The City retains the right to determine who will appear to represent the City.

g. Settlement – The City must pre-approve all settlements or structured settlements prior to entering into any settlement discussions with claimants or applicant attorneys. The City has an established settlement process that must be adhered to. The settlement process is a written process and must be started well in advance of anticipated Mandatory Settlement Conferences or trials. The City retains the right to assign potential claims to a structured settlement broker.

h. Computer Access – Consultant shall provide online access at no additional charge to the City of Escondido and/or designated representatives. Such data shall be in a format accessible from the Consultant's computers and will permit the Consultant to print copies of the data on its printers. Consultant shall provide training for use of the computer system at no additional charge.

i. Availability of Personnel
    i. Consultant shall provide designated adjusters to handle the City of Escondido's claims. These adjusters shall be solely designated to the City's account. One adjuster must be a "senior" adjuster and must be state certified to administer self-insured workers' compensation claims. The second adjuster must have a minimum of two years of California workers' compensation claims experience with an organization of similar size and complexity as the City.
    ii. The City's prior written consent is required for any change of an adjuster working on the City's account. The City has the right to request a change of adjuster and be involved in the selection and/or replacement of the adjuster. The City will not interfere with any progressive discipline and/or personnel issues that may warrant a change of adjusters. When the adjuster is off on an extended leave the City must be notified of who will cover the workload. In the event of a same day absence, the City must be notified of the absence by 9 a.m. the same day.
    iii. Consultant shall maintain at all times, one or more of the adjusters assigned to the City's claims, or in their absence, the supervisor or management above

the supervisory level, to be available by telephone for emergencies through a 24-hour emergency telephone number.

11. City Oversight
    a. The City shall have oversight and final approval over all services provided by Consultant under this Agreement.

D. Scheduling

Inquiries relating to this Agreement, including scheduling and coordination with City Staff, may be directed to Patrice Russell at 760-839-4865 or Patrice.russell@escondido.gov.

E. Contract Price and Payment Terms

The contract price shall not exceed **$1,647,022**. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice.

Payment of the contract price will be subject to the following monthly rates, with a 3% increase each subsequent year. These rates shall remain in effect throughout the term of this Agreement.

a. Year 1: August 1, 2026 through July 31, 2027, of this Agreement, the City shall pay the Consultant $25,852 per month for Claims Administration Services rendered under this Agreement.
b. Year 2: August 1, 2027 through July 31, 2028, of this Agreement, the City shall pay the Consultant $26,627.56 per month for Claims Administration Services rendered under this Agreement.
c. Year 3: August 1, 2028 through July 31, 2029, of this Agreement, the City shall pay the Consultant $27,426.39 per month for Claims Administration Services rendered under this Agreement.
d. Year 4: August 1, 2029 through July 31, 2030, of this Agreement, the City shall pay the Consultant $28,249.18 per month for Claims Administration Services rendered under this Agreement.
e. Year 5: August 1, 2030 through July 31, 2031, of this Agreement, the City shall pay the Consultant $29,096.66 per month for Claims Administration Services rendered under this Agreement.

F. Term

The term of this Agreement shall be from the Effective Date through **July 31, 2031**. Services shall commence on August 1, 2026.

ATTACHMENT "B"

Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

1. Alithia Vargas – Flores, President, avargas-flores@adminsure.com, Adminsure; and
2. Nic Bowers, Claims Director, nbowers@adminsure.com, Adminsure; and
3. Kimberly Holmes, Claims Manager, kholmes@adminsure.com, Adminsure; and
4. Brenda Amador, Claims Adjuster, barmador@adminsure.com, Adminsure; and
5. Tatiana Izurieta, Claims Adjuster, tizurieta@adminsure.com, Adminsure; and
6. Michele Thomas, Claims Adjuster, mthomas@adminsure.com, Adminsure.

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

Acknowledged by:

Date: _____

_____
Alithia Vargas-Flores, President

STAFF REPORT

June 24, 2026
File Number 0910-20

SUBJECT

CHANGE ORDER NO. 5 FOR THE TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS AT EAST WASHINGTON AVENUE AND NORTH ROSE STREET

DEPARTMENT

Public Works

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-117 authorizing the Mayor to execute a change order in the amount of $5,670 for the East Washington and Rose Traffic Signal and Intersection Improvement Project.

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

Presenter: Ed Vasquez, Project Manager

ESSENTIAL SERVICE –Yes, Public Works/Infrastructure

COUNCIL PRIORITY – Prioritize Public Safety

FISCAL ANALYSIS

Sufficient Traffic Impact Funds are programmed in the Capital Improvement Program – Traffic Impact Fund budget to complete the East Washington Avenue and North Rose Street Traffic Signal and Intersection Improvement Project ("Project").

PREVIOUS ACTION

On March 26, 2025, City Council approved the award of construction contract to HMS Construction, Inc. in the amount of $575,000.

On February 27, 2025, three sealed bids were received in response to the advertised request for bids for the Project. Staff was evaluated the bids and determined that the construction bid submitted by HMS Construction Inc. was the lowest responsive and responsible bid. The City awarded the construction contract in the amount of $575,000 to HMS Construction, Inc.

CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

The City of Escondido's Transportation and Community Safety Commission approved the 2020/2021 Traffic Signal Priority List (TSPL) and Left Turn Priority List (LTPL) as the fifth highest priority location.

East Washington Avenue is one of the City's main East to West corridors and an access point to California State Route 78/Ash Street and Interstate 15. From a pedestrian safety perspective, this intersection is a gateway to:

(1) Washington Park— located at the southwest corner of the intersection, houses several community recreational facilities including a pool, baseball/tennis/basketball courts and skate park; and
(2) Escondido Creek Trail – located 2 blocks south of the East Washington Avenue and North Rose Street traffic signal.

RESOLUTION

a) Resolution No. 2026-117
b) Resolution No. 2026-117—Exhibit "A" – Contact Change Order No. 5

RESOLUTION NO. 2026-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, CHANGE ORDER NO. 5 FOR THE TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENT PROJECT AT EAST WASHINGTON AVENUE AND NORTH ROSE STREET

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program budget for the Traffic Signal and Intersection Improvement Project located at East Washington Avenue and North Rose Street ("Project"); and

WHEREAS, a notice inviting bids for said improvements was duly published; and

WHEREAS, pursuant to said notice, four sealed bids for the project were opened and evaluated on February 27, 2025; and

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

WHEREAS, staff previously approved change orders up to 10 percent of the original Project award; and

WHEREAS, staff recommends processing Change Order No. 5 in support of the traffic signal improvements including replacement of an existing chain-link fence.

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

1. That the above recitals are true.

2. That the City Council deems it to be in the best public interest to issue the change order to HMS Construction Inc., for Traffic Signal Improvements at the intersection of Washington and Rose.

3. That the City Council approves this Resolution authorizing the Mayor to execute Construction Change Order No. 5 for the remaining traffic signal improvements attached as Exhibit "A" in an amount not to exceed $5,670.

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

Item6.

Date: **6/24/2026**

PROJECT: **Traffic Signal Improvements Washington & Rose**

PO#: **144**

ACCOUNT #:

CONTRACT CHANGE ORDER: **5**

CONTRACTOR: **HMS Construction Inc.**

TITLE:		
CO No. 5 Chain Link Fence replacement Bid Ityem No. 17		
DESCRIPTION OF CHANGE:		
CO No. 005	Additional quantities for removal and replacment of existing	
	chanin Link fence 15.75 LF @ 360 Per LF	$5,670.00

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

Based On:

Agreed Lump Sum	**X**	Original Contract	$575,000.00
Time and Material	**N/A**	Current Contract	$629,814.56
Time Extension	**N/A**	**Amount Due**	**$5,670.00**
Bid Unit Price	**N/A**	Amended Contract	$635,484.56

To be paid: **$5,670.00**

Approved By:

CONTRACTOR
Signature: _____
Print Name: _____
Title: _____
Date: _____

CITY OF ESCONDIDO
Signature: _____
Print Name: Ed Vasquez
Title: Construction / Project Manager
Date: _____

Signature: _____
Print Name: Joseph Goulart
Title: Director of Public Works
Date: _____

STAFF REPORT

June 24, 2026
File Number 0600-10; A-3596

SUBJECT

AWARD CONTRACT TO REPLACE THE ROOF AT PARK AVENUE COMMUNITY CENTER AND HALE AVENUE COMMUNITY CENTER

DEPARTMENT

Public Works/Building Maintenance

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-115 authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement with Titan Group Corporation. in the amount of $676,353 for replacement of roof at Park Avenue Community Center (PACC) and Hale Avenue Resources Recovery Facility (HARRF).

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

Presenter: Ed Vasquez, Project Manager

ESSENTIAL SERVICE – Yes, Public Works/Infrastructure, Maintenance of Facilities / Buildings

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

FISCAL ANALYSIS

An amount of $750,330 is currently budgeted in Measure I funds to replace the roofs at the Park Avenue Community Center (“PACC”) and the Hale Avenue Resource Recovery Facility (“HARRF”).

PREVIOUS ACTION

None

BACKGROUND

The PACC was built in 1978 and has been serving the community since it’s opening. The PACC (also known as the Escondido Senior Center) is a vibrant multi-use facility located at 210 East Park Avenue, just two blocks from downtown Escondido. It primarily serves adults 50 years old and above through social programs, nutrition, fitness, and community event rentals. The PACC provides key functions and activities to the community including ceramic classes, gentle yoga, aerobics, language groups, and travel groups. It

CITY of ESCONDIDO

STAFF REPORT

features a library, billiards room, and shuffleboard courts. The PACC offers indoor and outdoor gathering spaces (including an outdoor gazebo and an auditorium).

The HARRF, built in 1973, is the City of Escondido's state-of-the-art wastewater treatment plant. It treats up to 18 million gallons per day ("MGD") of wastewater for Escondido and the Rancho Bernardo area. The facility recycles wastewater into reclaimed water and captures biogas for sustainable energy production. The facility houses the City's state-of-the-art laboratory, which monitors the safety and regulatory compliance of both the local drinking water and recycled water supplies.

During the FY 2026 budget process, the PACC and HARRF roof replacement project was funded in the amount of $750,330 in Measure I funds. After evaluating both roofs and the cost for replacement or repair, staff determined it was in the best interest of the public to replace both roofs in their entirety.

On March 19, 2026, a notice inviting bids for the roof replacement at PACC and HARRF was duly published. On April 23, 2026, eight (8) sealed bids were received in response to the advertised request for bids for this Project. The confirmed totals for the bid items are listed below:

Titan Group Corporation	$676,353
Preman Roofing Inc.	$913,175
Sylvester Roofing Company	$979,785
Solar Roofing and Energy	$1,016,987
A Good Roofer, Inc.	$1,090,550
ACCI Roofing	$1,182,000
Commercial & industrial Roof Co.	$1,212,061
Best Contracting services inc.	$1,357,150

Staff evaluated the proposed bids and determined the bid submitted by Titan Group Corporation to be the lowest most responsive and responsible bid received on April 23, 2026. Staff recommends awarding a Public Improvement Agreement and construction contract in the amount of $676,353.00 to Titan Group Corporation to replace the roof at PACC and HARRF attached to Resolution No. 2026-115 as Exhibit "A".

RESOLUTIONS

a) Resolution No. 2026-115
b) Resolution No 2026-115— Exhibit "A"— Public Improvement Agreement with Titan Group Corporation

RESOLUTION NO. 2026-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT FOR THE PARK AVENUE COMMUNITY CENTER AND HALE AVENUE RESOURCE RECOVERY FACILITY ROOF REPLACEMENT PROJECT

WHEREAS, Park Avenue Community Center ("PACC") is located at 210 East Park Avenue and Hale Avenue Resource Recovery Facility ("HARRF") is located at 1521 South Hale Avenue in the City of Escondido, California; and

WHEREAS, on May 14, 2025, both facilities were evaluated and inspected; and

WHEREAS, both facilities' roofs were deemed to have exceeded their life cycle, and it is necessary to replace the roof and underlayment; and

WHEREAS, during the fiscal year 2026 budget process, the Roof Replacement Project was funded by using Measure I funds; and

WHEREAS, on March 19, 2026, a notice inviting bids for the PACC and HARRF Roof Replacement Project ("Project") was duly published; and

WHEREAS, pursuant to said notice, eight (8) sealed bids for the Project were opened and evaluated on April 23, 2026; and

WHEREAS, Titan Group Corporation was determined to be the lowest responsive and responsible bidder; and

WHEREAS, Titan Group Corporation submitted a bid in the amount of $676,353; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize a Public Improvement Agreement with Titan Group Corporation in the amount of $676,353.

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

1. That the above recitations are true.

2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Improvement Agreement with Titan Group Corporation, in the amount of $676,353, in a substantially similar form to that which is attached to this Resolution as Exhibit “A” and subject to final approval as to form by the City Attorney.

3. That the City Council approves Resolution No. 2026-115.

CITY OF ESCONDIDO
PUBLIC IMPROVEMENT AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Eduardo Vasquez
760-546-3944
("CITY")

And: Titans Group, Corporation
a California corporation
1459 Industrial Ave.
Escondido, CA 92029
Attn: Paul Le
714-307-1799
("CONTRACTOR").

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

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the Park Avenue Community Center ("PACC") and Hale Avenue Resource Recovery Facility ("HARRF") Roof Replacement Project ("Project"), occurring on property located at 1521 S. Hale Avenue, Escondido, CA 92021 ("HARRF") and 210 E. Park Avenue, Escondido, CA 92029 ("PACC") further described herein.

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

1. Project Documents. The Notice Inviting Sealed Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Change Orders, Shop Drawing Transmittals, Information Required of CONTRACTOR, Non-collusion Affidavit, Insurance Certificates, Guarantees, General Conditions, Supplementary General Conditions, Special Conditions, Plans, Drawings, Specifications, the Agreement, and all modifications, addenda, and amendments thereto ("Project Documents") are incorporated herein by this reference as if fully set forth herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Description and Performance of Work. CONTRACTOR shall furnish all work described in Attachment "A," which is attached hereto and incorporated by this reference, and the Project Documents ("Work"). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.

3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **$676,353** ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.

4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy by **December 31, 2026** ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.

5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of **$250 per day** for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.

6. Insurance Requirements.

   a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

      (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than $3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than $3,000,000, or (ii) the general aggregate shall be at least $3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.

      (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles

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

(3) *Workers' Compensation*. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

(4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.

b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

(1) *Compliance with General Condition Requirements*. Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions

(2) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.

(3) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.

(4) *Primary Coverage*. CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(5) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

(6) *Subcontractors*. If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(7) *Waiver of Subrogation*. CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for

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

(8) *Self-Insurance*. CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.

(9) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the CITY.

c. *Verification of Coverage*. At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

d. *Special Risks or Circumstances*. The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

e. *No Limitation of Obligations*. The insurance requirements within this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.

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

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

a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages

and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's (including CONTRACTOR's agents, employees, and subcontractors, if any) Work pursuant to this Agreement or its failure to comply with any of its obligations contained herein, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any Work performed pursuant to this Agreement.

c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Bonds.

a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:

(1) *Faithful Performance Bond*. CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.

(2) *Labor and Materials Bond*. CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.

b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.

c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.

e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.

9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.

10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so ("Cure Period"), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Property, or any portion thereof, and take exclusive possession of the Property or any portion thereof, together with all material and equipment thereon, and may complete the Work or any portion of the Work, either by (i) furnishing the necessary tools, equipment, labor, or materials; or (ii) letting the unfinished portion of the work, or any portion thereof, to another contractor; or (iii) demanding the surety hire another contractor; or (iv) any combination of such methods. The CITY's procuring of the completion of the Work, or the portion of the Work taken over by the CITY, shall be a charge against the CONTRACTOR and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of such charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment if CONTRACTOR fails to pay in full any such cost incurred by the CITY. The permissible charges for any such procurement of the completion of the Work include actual costs and fees incurred to third party individuals and entities (including but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY's employees to the Project.

11. Other Legal Requirements Incorporated. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though such law or clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.

12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

13. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

14. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

15. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR, and pursuant to action of the Escondido City Council.

16. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

17. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

18. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

19. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

20. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

21. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

22. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the work under this Agreement. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

23. Prevailing Wages and Department of Industrial Relations Compliance. Pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages, including but not limited to the keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions. CONTRACTOR shall file the required workers' compensation certificate before commencing work under this Agreement. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

24. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any portion of the Work under this Agreement are and will be authorized to perform the Work in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Work. CONTRACTOR agrees to comply with the IRCA before commencing any portion of the Work, and continuously throughout the performance of the Work and the term of this Agreement.

25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

_____
Dane White, Mayor

Titans Group, Corporation

Date: _____

_____
Duke Le, Chief Executive Officer

_____
Contractor's License No.

_____
Tax ID/Social Security No.

APPROVED AS TO FORM:

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

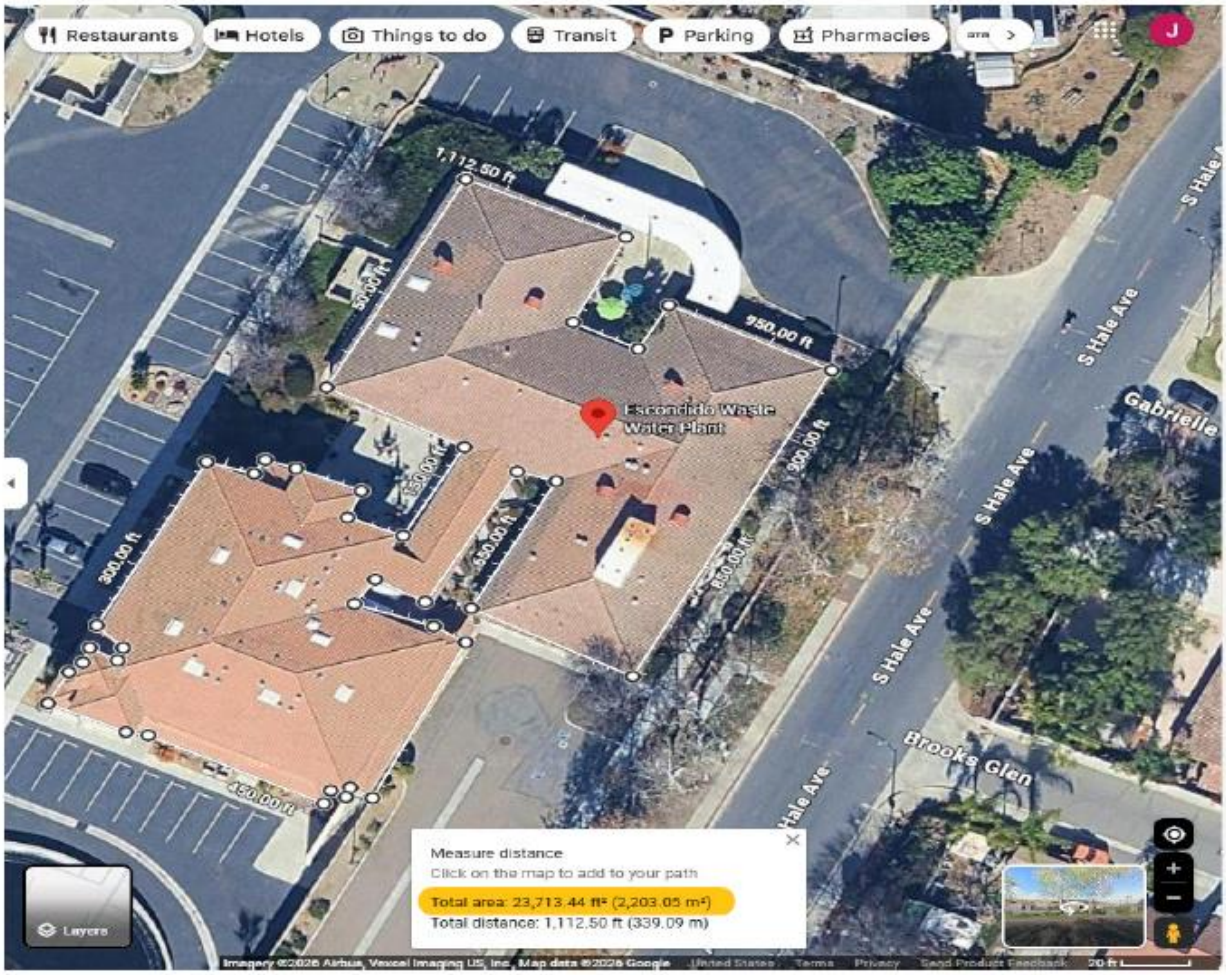
BY: _____

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

ATTACHMENT "A"

Scope: The work consists generally of construction: The work consists generally of construction to Furnish & Install Complete Roofing, along with procuring and installing 1 Layer of Versico Versiweld 60Mil TPO membrane and complete lift and reset of tiles over the entire roof areas; located at 1521 S. Hale Avenue, Escondido, CA 92021 (HARRF) and 210 E. Park Avenue, Escondido, CA 92029 (PACC). Reference PACC and HARRF Aerial View Attachment.

HARRF



TILE: Approx. 24,000 SQ. FT.

PACC

TPO Approx. 18,833.25 SQ FT
TILE Approx. 8,026.27 SQ FT

STAFF REPORT

June 24, 2026
File Number 0600-10; A-3597

SUBJECT

AWARD CONTRACT FOR REPAIR AND MODERNIZATION OF THREE (3) ELEVATORS AT POLICE AND FIRE HEADQUARTERS

DEPARTMENT

Public Works/Building Maintenance

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-116 authorizing the Mayor, on behalf of the City, to execute a Professional Services Agreement with Amtech Elevator Services in the amount of $449,200 for repair and modernization of three (3) elevators at Police and Fire Headquarters (PAFHQ).

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

Presenter: Ed Vasquez, Project Manager

ESSENTIAL SERVICE – Yes, Public Works/Infrastructure, Maintenance of Facilities / Buildings

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

An amount of $600,000 is currently budgeted in Measure I funds to repair and modernize three (3) elevators at Police and Fire Headquarters ("PAFHQ").

PREVIOUS ACTION

None

BACKGROUND

The Police and Fire Headquarters ("PAFHQ") was built in 2009. The facility consists of an approximate 115,371 square foot, three-story building with ample public and employee parking. It provides operational and administrative space for the following functions: police patrol, investigations, juvenile crime, domestic violence, community-oriented policing, communications, 911 emergency response services, crime lab, computer-aided dispatch center, emergency operations center, short-term custody of prisoners, and community meeting space.

CITY of ESCONDIDO

STAFF REPORT

During the FY 2026 budget process, the PAFHQ Elevator Modernization Project ("Project") was funded in the amount of $600,000 in Measure I funds.

On April 6, 2026, a notice inviting bids for the Project was duly published. On May 19, 2026, two (2) sealed bids were received in response to the advertised request for bids for this Project. The confirmed total for the bid items is listed below:

Amtech Elevator Services	$449,220
TK Elevator	$595,712

Staff evaluated the proposed bid and determined that the bid submitted by Amtech Elevator Services to be the lowest most responsive and responsible bid. Staff recommends awarding a Professional Services Agreement and construction contract in the amount of $449,220 to Amtech Elevator Services to repair and modernize three (3) elevators shown in Exhibit "A" to Resolution No. 2026-116.

RESOLUTIONS

a) Resolution No. 2026-116
b) Resolution No. 2026-116 - Exhibit "A"—Professional Services Agreement with Amtech Elevator Services

RESOLUTION NO. 2026-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PROFESSIONAL SERVICES AGREEMENT FOR THE POLICE AND FIRE HEADQUARTERS ELEVATOR MODERNIZATION PROJECT

WHEREAS, Police and Fire Headquarters are located ("PAFHQ") building is located at 1163 North Centre City Parkway in the City of Escondido, California; and

WHEREAS, on September 11, 2024, the elevators were inspected and evaluated; and

WHEREAS, three (3) of the four (4) elevators were determined to need extensive refurbishment, finding it is necessary to modernize electrical and mechanical equipment; and

WHEREAS, during the fiscal year 2026 budget process, the PAFHQ Elevator Modernization Project ("Project") was funded by using Measure I funds; and

WHEREAS, on April 6, 2026, a notice inviting bids for the Project was duly published; and

WHEREAS, pursuant to said notice, two (2) sealed bids for the project were opened and evaluated on May 19, 2026; and

WHEREAS, Amtech Elevator Services submitted a bid in the amount of $449,220; and

WHEREAS, Amtech Elevator Services was determined to be the lowest, most responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize a Professional Services Agreement with Amtech Elevator Services in the amount of $449,220.

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

1. That the above recitations are true.

2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Professional Services Agreement with Amtech Elevator Services, in the amount of $449,220, in a substantially similar form to that which is attached to this Resolution as Exhibit “A” and subject to final approval by the City Attorney.

3. That the Council approves Resolution No. 2026-116.

CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Ed Vasquez
760-546-3944
("CITY")

And: Pacific Coast Elevator Corporation
a Delaware corporation
dba Amtech Elevator Service
1 Carrier Place
Farmington, CT 06032
Attn: Miguel Pola
562-229-4718
("CONTRACTOR").

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

WHEREAS, the Parties desire to enter into this Agreement for the performance of the Services described herein.

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

1. Description of Services. CONTRACTOR shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **$449,220**. CONTRACTOR 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. If this Agreement is amended at any time, additional compensation of

CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.

4. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONTRACTOR with 10 days' advance written notice. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.

5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.

6. Insurance Requirements.

   a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

      (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than $2,000,000 per occurrence and $4,000,000 general aggregate.

      (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

      (3) *Workers' Compensation*. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

      (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.

   b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

      (1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.

(2) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

(3) *Primary Coverage*. CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(4) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

(5) *Subcontractors*. If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(6) *Waiver of Subrogation*. CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.

(7) *Self-Insurance*. CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.

(8) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the CITY.

c. *Verification of Coverage*. At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

d. *Special Risks or Circumstances*. The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

e. *No Limitation of Obligations*. The insurance requirements in this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities

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

f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONTRACTOR fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

7. Bonds.

a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:

(1) *Faithful Performance Bond*. CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.

(2) *Labor and Materials Bond*. CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.

b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.

c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.

e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.

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

a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and

volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.

b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

11. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.

13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.

20. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

21. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONTRACTOR 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 CONTRACTOR to comply with this section.

22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at http://www.dir.ca.gov/oprl/dprewagedetermination.htm and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

23. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

24. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained

by CONTRACTOR who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONTRACTOR agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

_____
Dane White, Mayor

Pacific Coast Elevator Corporation
dba Amtech Elevator Service

Date: _____

_____
Marcus Burton, Chief Executive Officer

Date: _____

_____
Jorge Castillo, Secretary

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

BY: _____

DATE: _____

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

ATTACHMENT "A"

Scope of Work

A. General

Pacific Coast Elevator Corporation, a Delaware corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with elevator modernization at Police and Fire Headquarters ("PAFH").

B. Location

Contractor will provide services at the City's facility located at 1163 N. Centre City Pkwy, Escondido, CA 92025.

C. Services

The work consists generally of construction to furnish, install/replace three worn and problematic elevators equipment, along with procuring and installing all materials associated with this modernization project; located at 1163 N. Centre City Pkwy, Escondido, CA 92025. Please see **Exhibit 1** to this Scope of Work, which is attached hereto and incorporated herein by this reference, for further detail.

D. Scheduling

Contractor to schedule specific dates of work in advance by contacting Ed Vasquez at 760-546-3944 or Eduardo.vasquez@escondido.gov. Work shall be performed in-between the hours of 8 a.m. and 4:30 p.m., Monday through Friday. Contractor shall sign in and sign out at the receptionist area. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price shall not exceed $449,220.The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will 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.

F. Term

The term of this Agreement shall be for **one year**, commencing on the Effective Date of the Agreement.

EXHIBIT 1

PROJECT LOCATION:

1163 N Centre City Pkwy
Escondido, CA 92025
Tele: (760) 802-0395

MACHINE NUMBER(S): State# 149796, 149797 and 149798
Y18072, Y18073 and Y1807

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

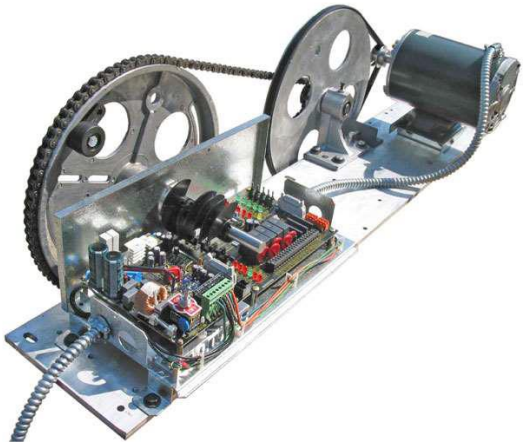
Elevator Modernization

Replace the worn and problematic elevator equipment as described below to:

- Ensure maximum reliability of the elevator equipment
- Minimize elevator shutdowns
- Ensure the safety of the building tenants, patients, visitors and staff
- Reduce risk of injury to passengers
- Reduce liability exposure associated with elevator-related incidents
- Increase tenant / resident satisfaction
- Equipment complies with ASME A17.1-2004 Group IV code effective 5/1/08 for modernizations and new equipment installations

System Component	Recommendation (Provide **New** or **Retain** existing)
Microprocessor Duplex Controller: Non-proprietary computerized microprocessor-based, to include: • Controller • New Hoistway leveling package • New multi-wire car, hoistway and machine room wiring • New motor starter switch • Phase I and Phase II Fire Service • Reduced torque door closing • EMERGENCY RETURN UNIT INCLUDED IN THE PRICE. Features of the new controller: • Stuck button protection • Door motor protection • Time-saving maintenance	**New**

NOTE: California application of ANSI A17.1 National Code: Effective 10/26/1998, all elevator control system upgrades require concurrent fire recall phase I, II and alternate fire floor operation. This may require simultaneous installation of new fire recall switches in the cab and hall. Monthly testing of same will be required thereafter.	
Traveling Cables, wiring	New
Inspection Station/ Pit Switch/ Alarm	New
Car Operating Panel (COP – 1 per elevator cab) ➢ The new COP will integrate ADA-compliant features, including vandal-resistant pushbuttons, raised 1/8″, Braille tags with contrasting backgrounds and threaded studs, ADA approved speaker phone, Phase II Fireman′ s Service and jewel, emergency light unit, digital position indicator with a segmented display, passing chime, engraved signage and all other features as existing. #8 Brass Mirror Polish **In-car Emergency Telephone** ➢ The new emergency phone will be an ADA-approved emergency phone, integral to new COP. ➢ NOTE: Working phone line to be provided by others, if not already existing. The line must be run from its source to the elevator equipment room (controller location).	New
Emergency Car Lighting ➢ Integral to the new COP. The new COP will feature a lighting/alarm bell system with power supply in the elevator car to provide car light and power for the alarm bell in the	New

event of a power supply failure. The emergency light will appear behind a translucent lens such that it will illuminate the car operating panel area when activated. The alarm bell will be installed on either the car top or the underside of the platform.	
Hall Stations (1 riser): ➢ New Surface-Mount hall stations, of #8 Brass Polished finish, will be installed at each landing (one per floor). They will be installed at the appropriate height to be compliant with Title 24 and ADA requirements. Hall station buttons will be vandal-resistant. NOTE: Coring of concrete or stone and/or the patching of any finished wall is not included in this proposal.	New
Access Switches	New
Car Door Operator The new door operator package includes: • New Closed loop master power operator- Front / Rev. • Retain existing Car door clutch assembly- Front/ Rev • New California Locking device. • Retain and refurbish the existing Car door hanger and • Track assembly. • Retain and refurbish the existing Hall door hanger and • Track assembly • New interlocks- 1 per opening • Retain car door panels • Retain hall door panels	New- Retain – Refurbish 
Electronic Door Detector: Front and Reverse ➢ The state-of-the-art electronic door protection system is made up of many infrared beams, strategically placed at intervals along the full length of the leading edge of the car doors. If a passenger or object moves through the doorway after the doors have begun to close,	New

they will automatically re-open, and will remain so until the doorway is clear. The new door protection system includes circuitry for reduced kinetic energy closing, as required by code.	
Tank Unit: ➢ Install a new submersible tank unit which is comprised of a tank, pump, motor, valve, & muffler and hydraulic fluid. ➢ Please note: The building owner (or agent) assumes responsibility for the proper removal of all used oil associated with the replacement of the existing tank unit. Provide assistance coordinating the scheduling of the spoils removal, as necessary	New
Smoke Detectors: ➢ State of California elevator code requires one smoke detector be installed at each landing, and one in the elevator machine room. If smoke detectors do not already exist at these locations, they will need to be installed.	By "Others"
Jamb Braille	New
Machine room cleaning	Included
Inspection and associated permit issuance by local or State authority	Included
Safety Upgrades of the following components: • New Top of Car Inspection Station • New Pit Emergency Stop Switch • New Pit Ladder – as needed • New Access Alert Pit and Car Top Safety Circuit	New

STAFF REPORT

June 24, 2026
File Number 0600-10; A-3458-4

SUBJECT

LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT – FOURTH AMENDMENT TO PUBLIC SERVICES AGREEMENT WITH MAKELELE SYSTEMS FOR ZONES 1-38

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-52, authorizing the Mayor to execute a Public Services Agreement Fourth Amendment with Makelele Systems Landscape & Maintenance, Inc. and the City of Escondido Landscape Maintenance Districts ("LMD"). The LMD is requesting the approval of one (1) year of continuing landscape maintenance service for Fiscal Year 2027 as outlined in the terms of the original agreement in the amount of $282,864, and the addition of $100,000 in prior budgeted landscape repairs to address current and deferred landscape maintenance items for the special benefit of parcel owners. The Fourth Amendment requests a total amount of $382,864 to be added to the Makelele Systems Public Service Agreement for Fiscal Year 2027.

Staff Recommendation: Approval (Kevin Snyder, Development Services Director, and Joe Goulart Director of Public Works)

Presenter: Jen Conway, Management Analyst II

ESSENTIAL SERVICE – Yes, Maintenance of Open Spaces

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

FISCAL ANALYSIS

LMD is a benefit assessment district created to fund the maintenance of landscape improvements. Assessment revenue is collected from property owners in each of the 38 zones via annual property tax paid through the County of San Diego. The funding mechanism consists of a separate fund for each zone, with collected assessments only to be used for that zone with expenses published each fiscal year on the Engineer's Report.

The Authority and process for a government agency to create and maintain these specific districts are outlined in the 'Landscape and Light Act of 1972' which is located in the California Streets and Highways Code, Division 15, from Section 22500-22679.

CITY of ESCONDIDO

STAFF REPORT

There are allowances in the code to carry forward budget surplus and deficits year to year.

BACKGROUND

In lieu of the formation of an HOA, the development owner of the parcels requested annexation into the City's Landscape Maintenance Districts to pay for the ongoing maintenance of the landscaping improvements associated with the City right-of-way and landscape easement areas. These landscape improvements were installed by the developer to enhance the appearance and quality of the development. Residents pay an assessment per parcel for the proportionate special benefit received by the LMD providing landscape improvements and maintenance.

Each fiscal year the annual Engineer's report (which is also the LMD budget), lists estimated repairs for landscape maintenance such as irrigation repair, plant replacement, fence repair, and ground treatments. Amendment Three requests a portion of those funds to be placed within the current fiscal year contract to allow work to commence on deferred maintenance items.

The Landscape Maintenance Public Services Agreement Fourth Amendment includes the request for the addition of one year of landscape maintenance service for Fiscal Year 2027 in the amount of $282,864, and the addition of $100, 000 in landscape maintenance repair costs for Fiscal Year 2027.

RESOLUTIONS

a. Resolution No. 2026-52
b. Resolution No. 2026-52—Exhibit "A"— Fourth Amendment to Public Service Agreement with Makelele Systems, Inc.

RESOLUTION NO. 2026-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A FOURTH AMENDMENT TO THE PUBLIC SERVICES AGREEMENT WITH MAKELELE SYSTEMS, INC. FOR LANDSCAPE MAINTENANCE SERVICES

WHEREAS, the City entered into the Public Services Agreement ("PSA") per Resolution No. 2023-68 with Makelele Systems Inc. for two years (FY2023-2025), with the option of three additional years for fiscal years 2026,2027 and 2028, requiring Council approval for each one-year extension for $282,864; and

WHEREAS, the Fourth Amendment requests the addition of one year of maintenance to be added to the to the annual contract for fiscal year 2027 for landscape maintenance service in the amount of $282,864; and

WHEREAS, the Fourth Amendment also requests the use of prior budgeted repair funds in the amount of $100,000 to be added for landscape repairs and renovations to the annual contract for fiscal year 2027; and

WHEREAS, repair costs for each zone are determined each fiscal year based on the annual Engineer's Report also called the Landscape Maintenance Districts ("LMD") budget; and

WHEREAS, the LMD has deferred maintenance repair items that should be addressed in the fiscal year 2027 for the "special benefit" of parcel owners; and

WHEREAS, the amount requested to be added to the contract is $100,000 for the repairs consisting of irrigation modifications, ground treatments, replacement of damaged materials, and plant and shrub replacements; and

WHEREAS, the Fourth Amendment to the PSA is attached and incorporated to this Resolution as Exhibit “A”, and subject to final approval as to form by the City Attorney; and

WHEREAS, the Development Services Director and the Public Works Director recommends the approval and execution of the addition of associated landscape maintenance costs with Makelele Systems, Inc. for landscape maintenance services for the City of Escondido Landscape Maintenance Assessment Districts for fiscal year 2027; and

WHEREAS, it is in the best interest of the City to add one year of landscape maintenance service, and landscape maintenance repair costs to the Agreement for fiscal year 2027 for landscape maintenance improvements requesting Council to approve $382,864 to be added to the Agreement for fiscal year 2027, with this Fourth Amendment bringing the PSA total to $1,515,456.

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 Fourth Amendment to the agreement is in the best interest of the City to add landscape maintenance repair costs to the PSA for fiscal year 2027 for landscape maintenance improvements.

3. That the Mayor is authorized to execute, on behalf of the City, the addition of one year of

landscape maintenance services to the contract in the amount of $282,864, and a landscape maintenance repair cost, in the amount of $100,000 for fiscal year 2027, in a substantially similar form to that which is attached and incorporated to this Resolution as Exhibit “A, and subject to final approval as to form by the City Attorney.

CITY OF ESCONDIDO
FOURTH AMENDMENT TO PUBLIC SERVICES AGREEMENT

This Fourth Amendment to Public Services Agreement ("Fourth 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: Jen Conway
760-839-4082
("CITY")

And: Makelele Systems Landscape and Maintenance
a California corporation
420 N Twin Oaks Valley Rd Unit 2044
San Marcos, CA 92079
Attn: Jose Cardenas
760-208-8749
("CONTRACTOR ").

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

WHEREAS, the Parties entered into that certain Public Services Agreement dated June 27, 2023, which was subsequently amended by a First Amendment dated May 29,2024, a Second Amendment dated August 25, 2025, and a Third Amendment dated May, 11 2026, (collectively, the "Agreement"), wherein CITY retained CONTRACTOR to provide services for landscape repair and renovations, as more specifically described in the Agreement;

WHEREAS, the Parties desire to amend the Agreement as described in "Attachment A" to this Fourth 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. In addition to those services described in the Agreement, the CONTRACTOR will furnish all of the Services described in Attachment A to this Fourth Amendment.

2. The CITY will compensate the CONTRACTOR in an additional amount not to exceed the sum of

$382,864 which consists of one (1) additional year of landscape maintenance services for Fiscal Year 2027 in the amount of $282,864, and prior budgeted repairs in the amount of $100,000, pursuant to the conditions contained in “Attachment A” to this Fourth Amendment.

3. All other terms of the Agreement not referenced in this Fourth Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Fourth Amendment, this Fourth Amendment shall prevail.

4. This Fourth 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 Fourth 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 Fourth 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 Fourth Amendment, the effective date of this Fourth Amendment shall be the latest date of execution set forth by the names of the signatories below.

(Signature Page Follows)

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

CITY OF ESCONDIDO

Date: _____

_____
Dane White, Mayor

Makelele Systems Landscape & Maintenance

Date: _____

_____
Jose Cardenas, President

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

BY: _____

DATE: _____

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

ATTACHMENT "A"

Scope of Work

A. General

Makelele Systems Landscape & Maintenance, Inc., a California corporation ("Contractor") will continue to provide the City of Escondido, a California municipal corporation ("City") with landscape maintenance services within the City's Landscape Maintenance Districts ("LMD") for the Fiscal Year 2027 in the amount of $282,864. This Fourth Amendment shall cover the extension of one (1) year of landscape maintenance services for FY2027, and the following landscape maintenance repair and renovation services in the amount of $100,000 to be used for repairs and renovations among zones 1-38, with costs applied per project according to fund account.

B. Location

Contractor will continue to provide landscape services at the LMD zones in accordance with the locations listed in **Exhibit 1**, Zone Maps and Descriptions, referenced by Public Service Agreement A-3458 and attached hereto for Fiscal Year 2027.

C. Services

In addition to the regular landscape maintenance services described in the Agreement, Contractor will perform landscape maintenance repairs and renovation services, irrigation repair, shrub and tree planting, mulch and ground treatment applications, pruning, and lawn management as more particularly described in **Exhibit 2** 'LMD Maintenance Services, Special Provisions and Maintenance Specifications' in addition to this to this Scope of Work, which is attached hereto and incorporated herein by this reference. In the event of a conflict between the Agreement (including this Fourth Amendment) and Exhibit 2, the terms of this Agreement shall prevail.

D. Scheduling

Contractor will schedule work in accordance with Work Authorizations issued from City staff by contacting Jennifer Conway at 760-839-4082 or jen.conway@escondido.gov. Work shall be performed between the hours of 8 a.m. and 6 p.m., Monday through Friday.

E. Contract Price and Payment Terms

The contract price of this Fourth Amendment shall not exceed **$382,864**. The contract price of this Fourth Amendment $382,864 will bring the total contract price of the Agreement to **$1,515,456**. The contract price of this Fourth Amendment includes all labor, materials, equipment, and transportation required to perform the work. Services will 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.

Contractor's "Unit Cost Price List" applicable to repair and renovation services provided pursuant to this Fourth Amendment are attached hereto as **Exhibit 3,** respectfully, and incorporated herein by this reference. In the event of a conflict between the Agreement (including this Fourth Amendment) and Exhibit 3, the terms of this Agreement shall prevail. All work will be invoiced at a price less than the unit cost listed based on volume for that work in that zone, or among multiple zones.

F. Term

The term of this Fourth Amendment shall be from the Effective Date of this Fourth Amendment through **June 30, 2027**. Upon satisfactory performance by Contractor and mutual agreement of the Parties, the City shall have the option to renew this Agreement for one additional one-year terms as follows:

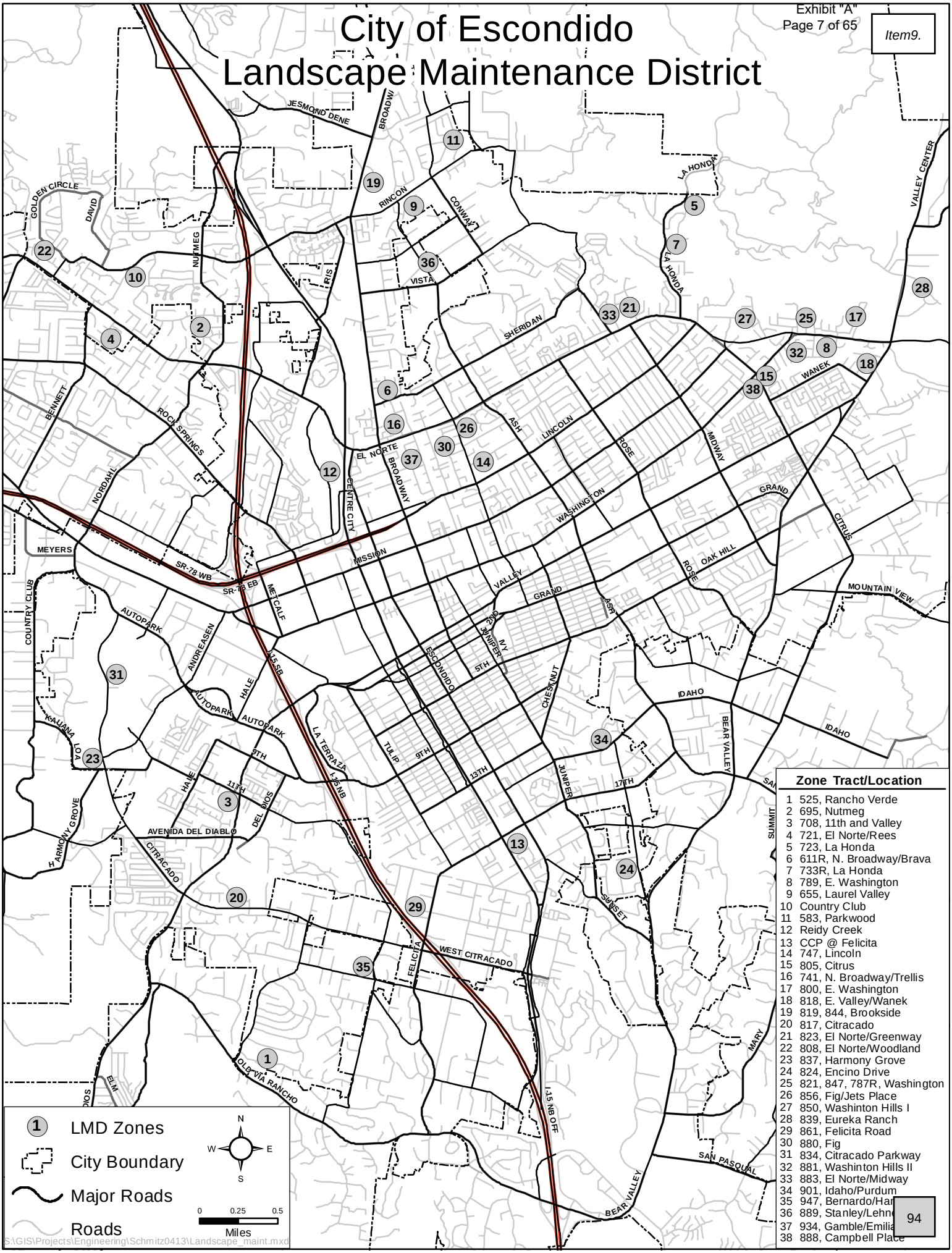
• Year 5 (FY 2027/28): July 1, 2027 through June 30, 2028

Exhibit 1

LMD Overall Zone Map

And Zone Description

City of Escondido
Landscape Maintenance District



Zone	Tract/Location
1	525, Rancho Verde
2	695, Nutmeg
3	708, 11th and Valley
4	721, El Norte/Rees
5	723, La Honda
6	611R, N. Broadway/Brava
7	733R, La Honda
8	789, E. Washington
9	655, Laurel Valley
10	Country Club
11	583, Parkwood
12	Reidy Creek
13	CCP @ Felicita
14	747, Lincoln
15	805, Citrus
16	741, N. Broadway/Trellis
17	800, E. Washington
18	818, E. Valley/Wanek
19	819, 844, Brookside
20	817, Citracado
21	823, El Norte/Greenway
22	808, El Norte/Woodland
23	837, Harmony Grove
24	824, Encino Drive
25	821, 847, 787R, Washington
26	856, Fig/Jets Place
27	850, Washinton Hills I
28	839, Eureka Ranch
29	861, Felicita Road
30	880, Fig
31	834, Citracado Parkway
32	881, Washinton Hills II
33	883, El Norte/Midway
34	901, Idaho/Purdum
35	947, Bernardo/Har
36	889, Stanley/Lehn
37	934, Gamble/Emili
38	888, Campbell Place

LMD Zone Descriptions

LMD Zone 1 – Rancho Verde
The project area is within the Rancho Verde subdivision, Tracts 523A, 523B, 653 and 692 which are located north of Via Rancho Parkway at Eucalyptus Avenue. The improvements to be maintained are the entryway improvements including the parkway landscaping on both the east and west side of Eucalyptus Avenue extending a distance of approximately 400 feet from Via Rancho Parkway.
Area = 33,000 Sq. Ft.

LMD Zone 2 – Nutmeg
Located on the west side of Nutmeg Street, south of Sunset Heights Road. The improvements to be maintained include the slope/parkway landscaping on the west side of Nutmeg Street, the slope landscaping on the north side of the service road south of the tract, and the slope/parkway landscaping on the south side of Sunset Heights Road.
Area = 17,200 Sq. Ft.

LMD Zone 3 – Eleventh/Valley
Located at the southwest corner of West Eleventh Avenue and West Valley Parkway. The improvements to be maintained include the slope and parkway landscaping on the west side of West Valley Parkway, and a small portion of parkway landscaping on the south side of Eleventh Avenue.
Area = 18,200 Sq. Ft.

LMD Zone 4 – El Norte/Rees
Located on the north side of El Norte Parkway and the west side of Rees Road from Rees Road to approximately 1000 feet east of Bennett Avenue. The improvements to be maintained include crib wall, slope and parkway landscaping on the north side of El Norte Parkway, and parkway landscaping on the west side of Rees Road adjacent to the homes in Tract 721.
Area = 14,700 Sq. Ft.

LMD Zone 5 – La Honda (north)
Located on the east side of La Honda Drive beginning just south of Dublin Lane and continuing north up La Honda Drive. The improvements to be maintained are the slope/parkway landscaping on the east side of La Honda Drive north and south of Dublin Lane, and the slope/parkway landscaping on Dublin Lane at the entry to Tract 723.
Area = 37,300 Sq. Ft.

LMD Zone 6 – N. Broadway/Brava
Located on the east side of North Broadway at the intersection of Brava Place. Improvements to be maintained include parkway landscaping north and south of Brava Place, and parkway landscaping on Brava place adjacent to environmental channel.
Area = 2,000 Sq. Ft. – not including channel maintenance

**Any work done in the portion of the environmental channel flowing through the development, as indicated on the subdivision map, will be billed as extra work and is not part of the monthly maintenance. Channel maintenance must be preapproved by the Public Works Department and may be subject to additional environmental requirements and maintenance restrictions.*

LMD Zone 7 – La Honda (south)
Located on the east side of La Honda Drive beginning north of Trujillo Terrace and continuing north up La Honda Drive to the boundary of LMD Zone 5. The improvements to be maintained include the slope/parkway landscaping on the east side of La Honda Drive and the landscaping in a triangular-shaped lot on the corner of MacNaughton Lane and Glasglow Lane.
Area = 23,000 Sq. Ft.

LMD Zone 8 – East El Norte Parkway
Located on the south side of El Norte Parkway between Justin Way and Kaile Lane. The improvements to be maintained include parkway landscaping.
Area = 2,722 Sq. Ft.

LMD Zone 9 – Laurel Valley
The project areas are within the Laurel Valley subdivision, Tract 655. The area is generally south of Rincon Avenue and on the east and west sides of Ash Street. This tract has 156 single family homes. The improvements to be maintained include 2.31 acres of turf, 1.46 acres of plateau grass, 1.49 acres of landscaped slopes, and 0.12 acres of shrubs/groundcover.
Area = 234,353 Sq. Ft.

LMD Zone 10 - Country Club Lane
The improvements to be maintained include the median landscaping on Country Club Lane west of Interstate 15 and northeast of Nutmeg St.
Area = 8,500 Sq. Ft.

LMD Zone 11 – Parkwood
Located on the north side of Rincon Avenue, south of Cleveland Avenue and east and west of Conway Drive. The improvements to be maintained include landscaping around the perimeter of the Parkwood development, median landscaping on Conway Drive between Rincon Avenue and Cleveland Avenue, open space Eucalyptus groves, and a turf lined drainage channel.
Area = 687,000 Sq. Ft.

LMD Zone 12 - Reidy Creek Environmental Channel
The Reidy Creek Environmental Channel generally lies west of Centre City Parkway, north of Lincoln Avenue, and south of El Norte Parkway. The improvements to be maintained include the grass-lined slopes of the Reidy Creek Channel, including all shrubs and trees on the slopes. This channel is non-irrigated.
Area = 830,000 Sq. Ft.

**Channel bed maintenance is not part of the monthly maintenance and invasive plant species will be removed and/or treated three (3) times a year and will be billed separately and approved by the City. Channel bed maintenance and may be subject to additional environmental requirements and maintenance restrictions.*

LMD Zone 13 - Centre City Parkway Median at Felicita Avenue
Located south of Felicita Avenue extending to approximately 500 feet south of Towne Centre Driveway. The improvement to be is the landscaping which includes trees, shrubs, and ground cover in the median on Centre City Parkway.
Area = 42,500 Sq. Ft.

LMD Zone 14 - Lincoln
Located on the north side of Lincoln Avenue between Fig Street and Grape Street. The improvements to be maintained include the landscaping in the parkway on the north side of Lincoln Parkway adjacent to the homes in Tract 747.
Area = 2,000 Sq. Ft.

LMD Zone 15 – Citrus/Washington
Located on the east side of Citrus Avenue and the south side of Washington Avenue. The improvements to be maintained include the landscaping in the parkway on the east side of Citrus Avenue and on the south side of Washington Avenue adjacent to the homes in Tract 805.
Area = 7,000 Sq. Ft.

LMD Zone 16 – N. Broadway/Trellis
Located on the east side of North Broadway at the intersection of Trellis Lane. The improvements to be maintained include the parkway landscaping on the east side of North Broadway and the south side of Trellis Lane adjacent to the homes in Tract 741.
Area = 1,200 Sq. Ft.

LMD Zone 17 – El Norte/Creekside
Located on the north side of El Norte Parkway east of Kaile Lane. The improvements to be maintained include parkway landscaping on the north side of El Norte Parkway and the east side of Kaile Lane.
Area = 6,240 Sq. Ft.

LMD Zone 18 – East Valley Parkway/Wanek
Located on East Valley Parkway just north of Wanek Road. The improvements to be maintained include parkway landscaping on the west side of East Valley Parkway north of Wanek Road adjacent to Tract 818.
Area = 1,265 Sq. Ft.

LMD Zone 19 – Brookside I and II
Located north of Rincon Avenue, east of North Broadway Avenue, west of Conway Drive, and south of North Avenue in Tracts 819 and 844.
Area = 448,000 Sq. Ft.

LMD Zone 20 – Citracado
Located on Citracado Parkway south of Greenwood Place adjacent to Tract 817. The improvements to be maintained include slope/parkway landscaping on the north, east and west sides of Citracado Parkway adjacent to Tract 817.
Area = 20,750 Sq. Ft.

LMD Zone 21 – El Norte/Greenway
Located on East El Norte Parkway east of Greenway Rise adjacent to Tract 823. The improvements to be maintained include slope/parkway landscaping on the north side of East El Norte Parkway adjacent to Tract 823.
Area = 6,000 Sq. Ft.

LMD Zone 22 – El Norte/Woodland

Located on West El Norte Parkway and Woodland Parkway adjacent to Tract 808. Improvements to be maintained include slope/parkway on the north side of West El Norte Parkway and the east side of Woodland Parkway adjacent to Tract 808.
Area = 9,660 Sq. Ft.

LMD Zone 23 – Harmony Grove
Located on Harmony Grove Road south of Princess Kyra Place adjacent to Tract 837. Improvements to be maintained include parkway landscaping on the north side of Harmony Grove Road east and west of Princess Kyra Place.
Area = 2,270 Sq. Ft.

LMD Zone 24 – Encino/Juniper
Located on Encino Drive adjacent to Tract 824 and on Juniper Street adjacent to Tract 845. The improvements to be maintained include slope/parkway landscaping on the west side of Encino Drive north and south of Amparo Court, a detention basin near the southwest corner of Encino Drive/Amparo Court, slope/parkway landscaping on the east side of Juniper Street north and south of Amparo Drive and a detention basin on the northeast corner of Juniper Street/Amparo Court.
Area = 85,365 Sq. Ft.

LMD Zone 25 – El Norte Parkway
Located on East El Norte Parkway west of Kaile Lane adjacent to Tracts 787R, 821, and 847. Improvements to be maintained include parkway landscaping on the north side of El Norte Parkway adjacent to Tracts 787R, 821, and 847.
Area = 6,216 Sq. Ft.

LMD Zone 26 – Fig
Located on the east side of Fig Street just north of Stanley Court adjacent to Tract 856. Improvements to be maintained include parkway and drainage landscaping on the east side of Fig Street north and south of Jets Place adjacent to Tract 856.
Area = 1,836 Sq. Ft.

LMD Zone 27 – Washington Hills I (aka Chaparral Ridge & Glen)
Located on the north and south sides of El Norte Parkway and the north side of Washington Avenue. Improvements to be maintained includes the parkway landscaping adjacent to the Chaparral Ridge and Chaparral Glen Development.
Area = 29,903 Sq. Ft.

LMD Zone 28 – Eureka Springs
Located on the north side of El Norte Parkway from Key Lime Way to East Valley Parkway, on the west side of East Valley parkway from El Norte Parkway to Beven Drive, on the east side of El Norte Parkway from Eureka Drive to Beven Drive, and in the Median from El Norte Parkway to Beven Drive. Improvements include trees, shrubs, turf, and groundcover.
Area = 287,000 Sq. Ft.

LMD Zone 29 – Felicita Road
Located on the west side of Felicita Road, north and south of Rockwell Springs Court adjacent to Tract 861. Improvements to be maintained includes parkway and drainage landscaping.
Area = 4,578 Sq. Ft.

LMD Zone 30 – Fig Street

Not in contract

LMD Zone 31 – ERTC
Not in contract

LMD Zone 32 – Washington Hills II (aka Chaparral Creek)
Located on the south side of Washington Avenue, east and west of Trovita Court. Improvements to be maintained include parkway landscaping.
Area = 875 Sq. Ft.

LMD Zone 33 – El Norte/Midway
Located on the north side of El Norte Parkway, east and west of Midway Drive. Improvements to be maintained include slope, parkway, and drainage landscaping on El Norte Parkway and Midway Drive adjacent to Tract 883.
Area = 4,000 Sq. Ft.

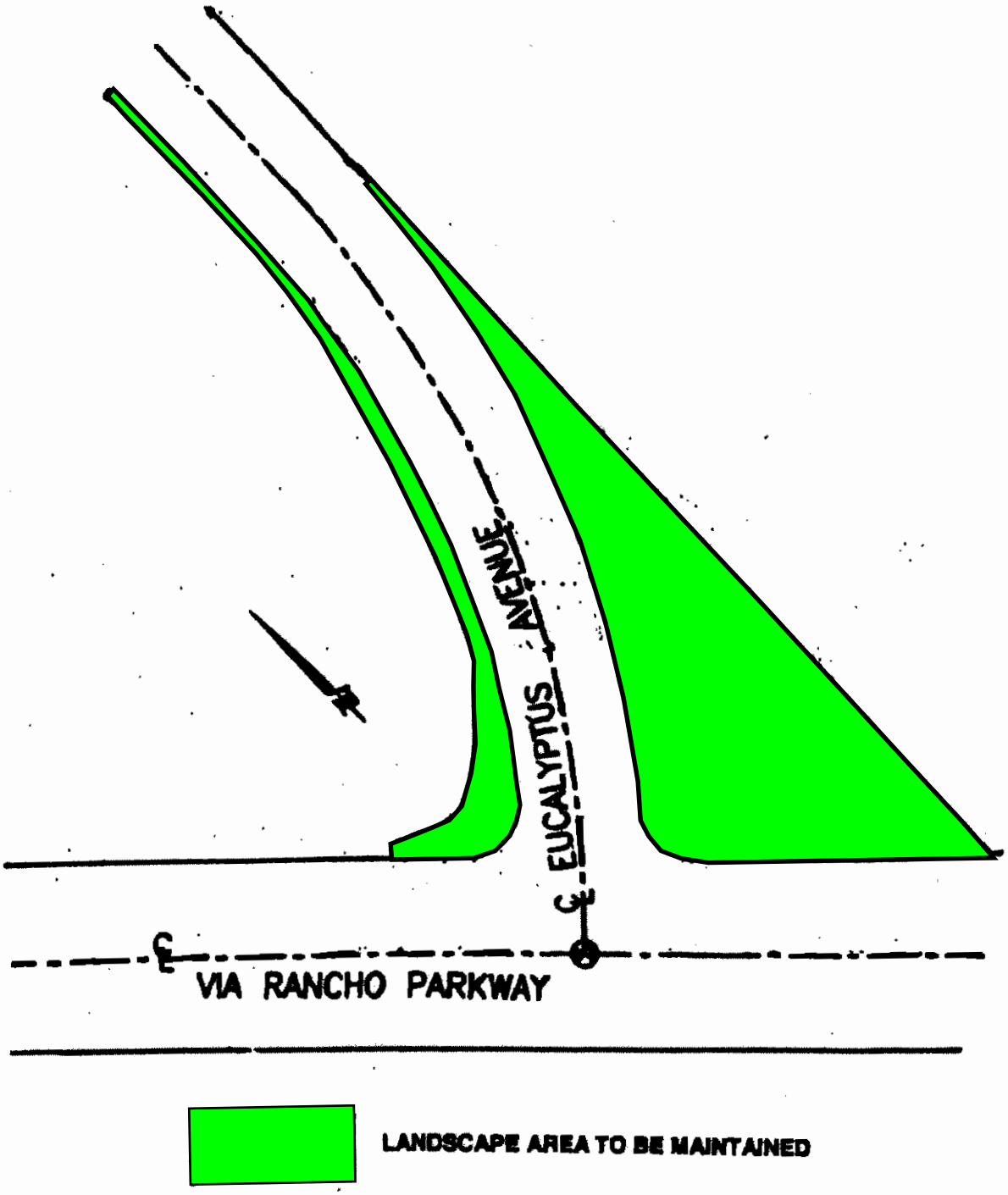
LMD Zone 34 – Idaho
Located on the north side of Idaho Avenue, west of Purdum Lane. Improvements to be maintained include slope, parkway, and drainage landscaping.
Area = 7,000 Sq. Ft.

LMD Zone 35 – Hamilton Lane
Located on the south side of Hamilton Lane east and west of Hamilton Place adjacent to Tract 889. Improvements to be maintained include parkway and drainage landscaping.
Area = 5,550 Sq. Ft.

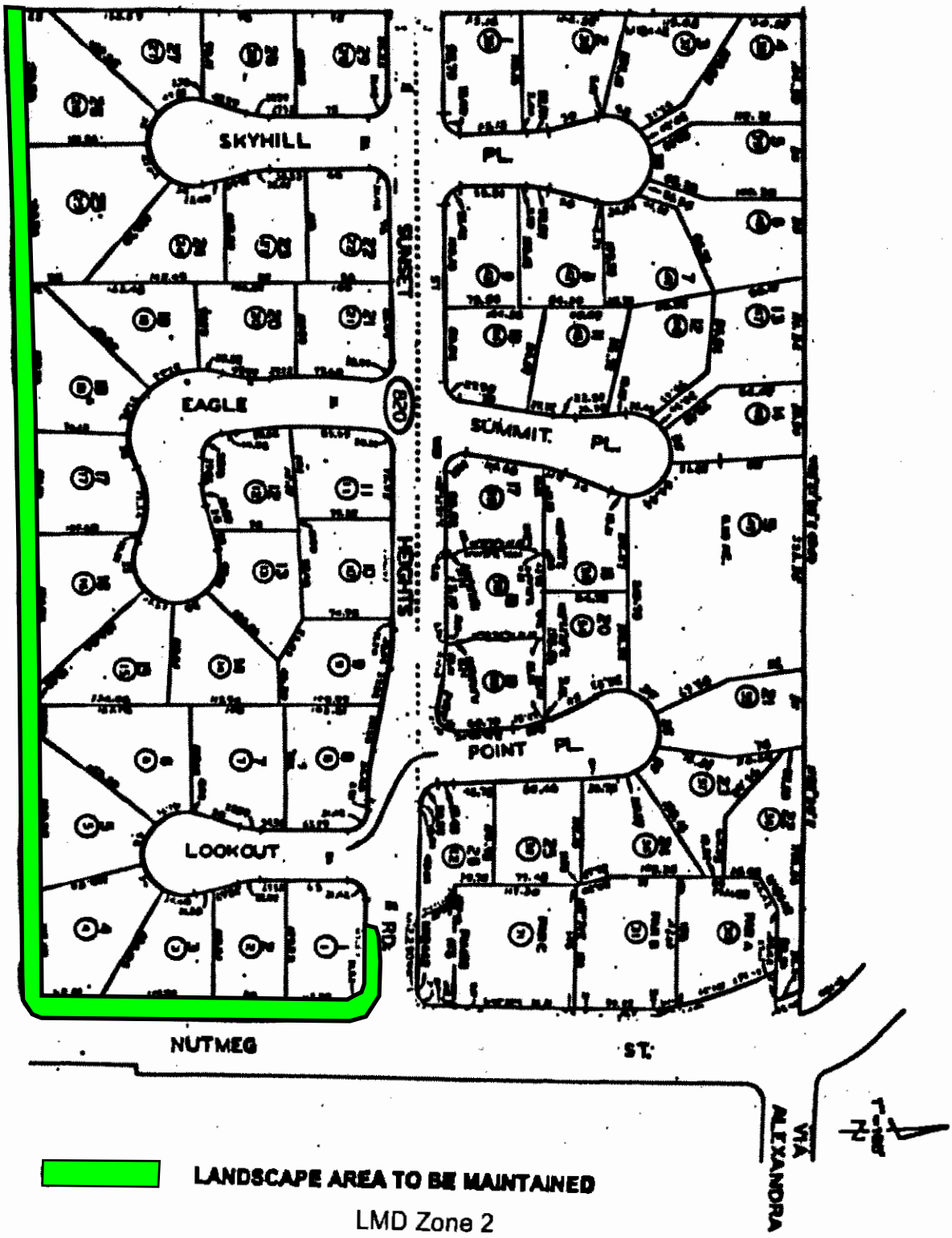
LMD Zone 36 – Stanley/Lerner
Not in contract

LMD Zone 37 – Gamble
Located on Gamble Street and the northwest corner or Emilia Place. Improvements to be maintained are the bioretention basin landscaping, slope, parkway, and drainage landscaping.
Area = 2,213.54 Sq. Ft.

LMD Zone 38 - Campbell Place
Located on the west side of Citrus Avenue, south of East Washington Avenue and north of the Flood Control Channel. Improvements to be maintained include parkway and drainage landscaping.
Area = 2,000 Sq. Ft.

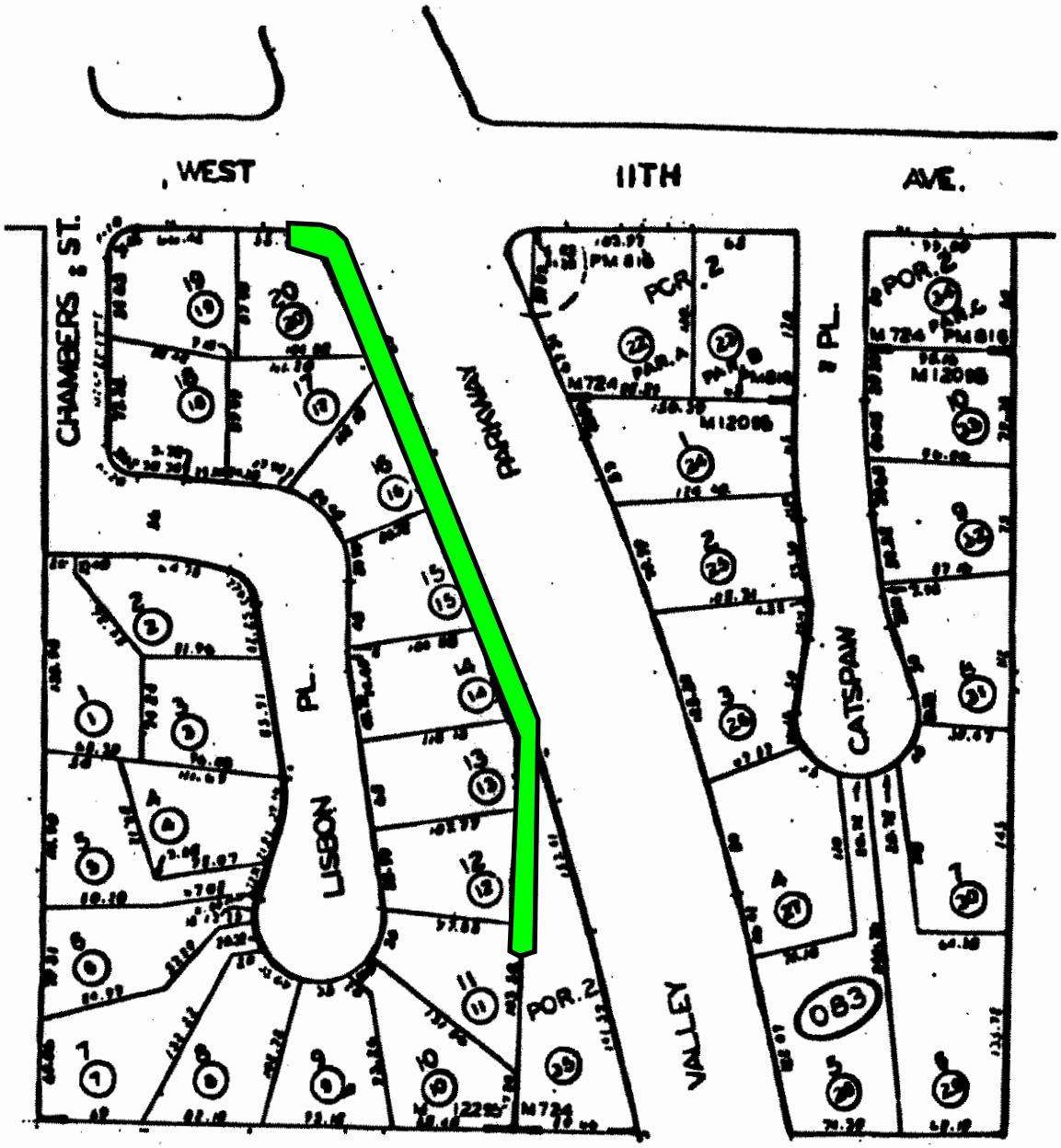


LMD Zone 1
Rancho Verde



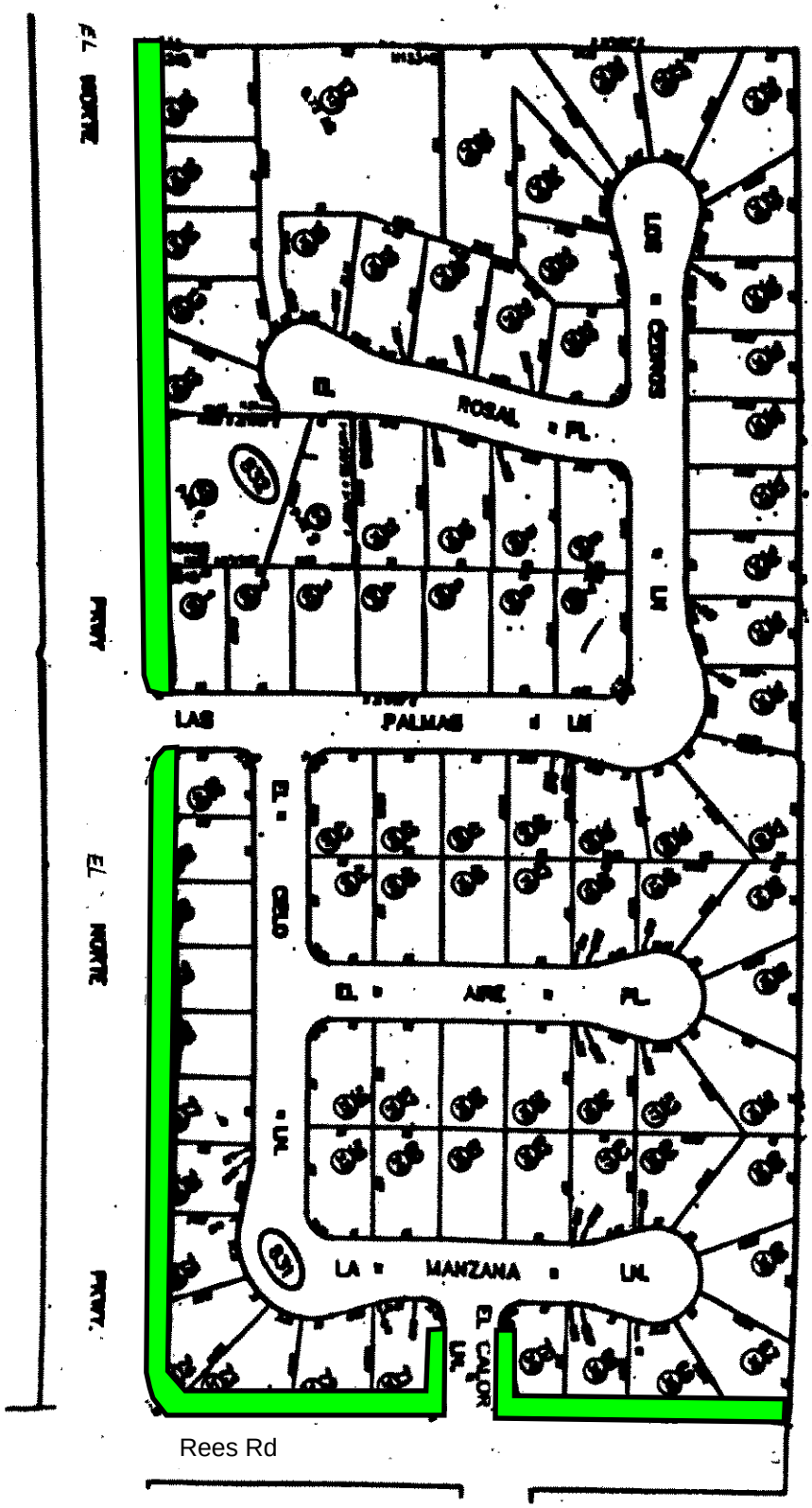
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 2
Nutmeg

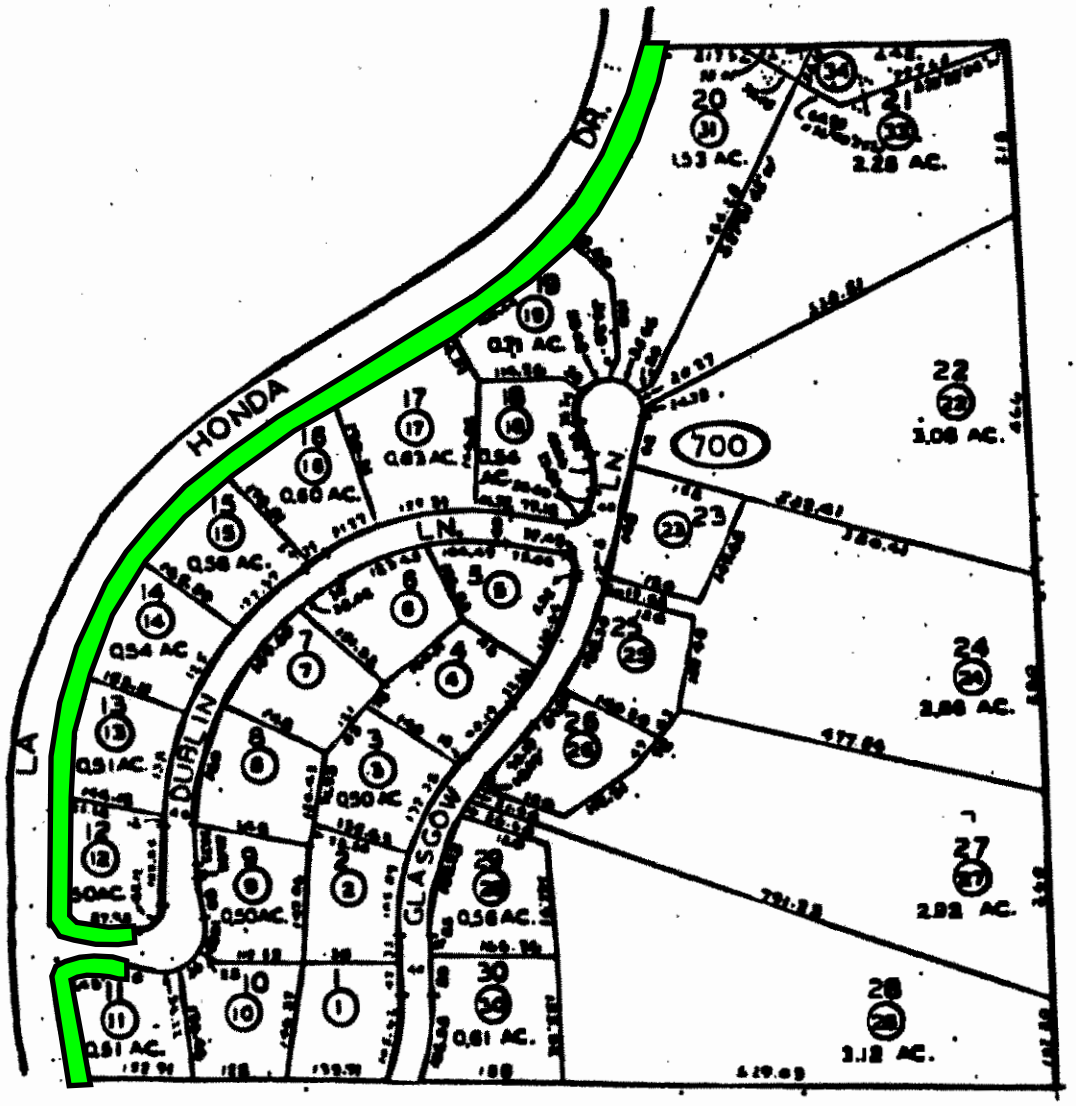


LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 3
Eleventh/Valley

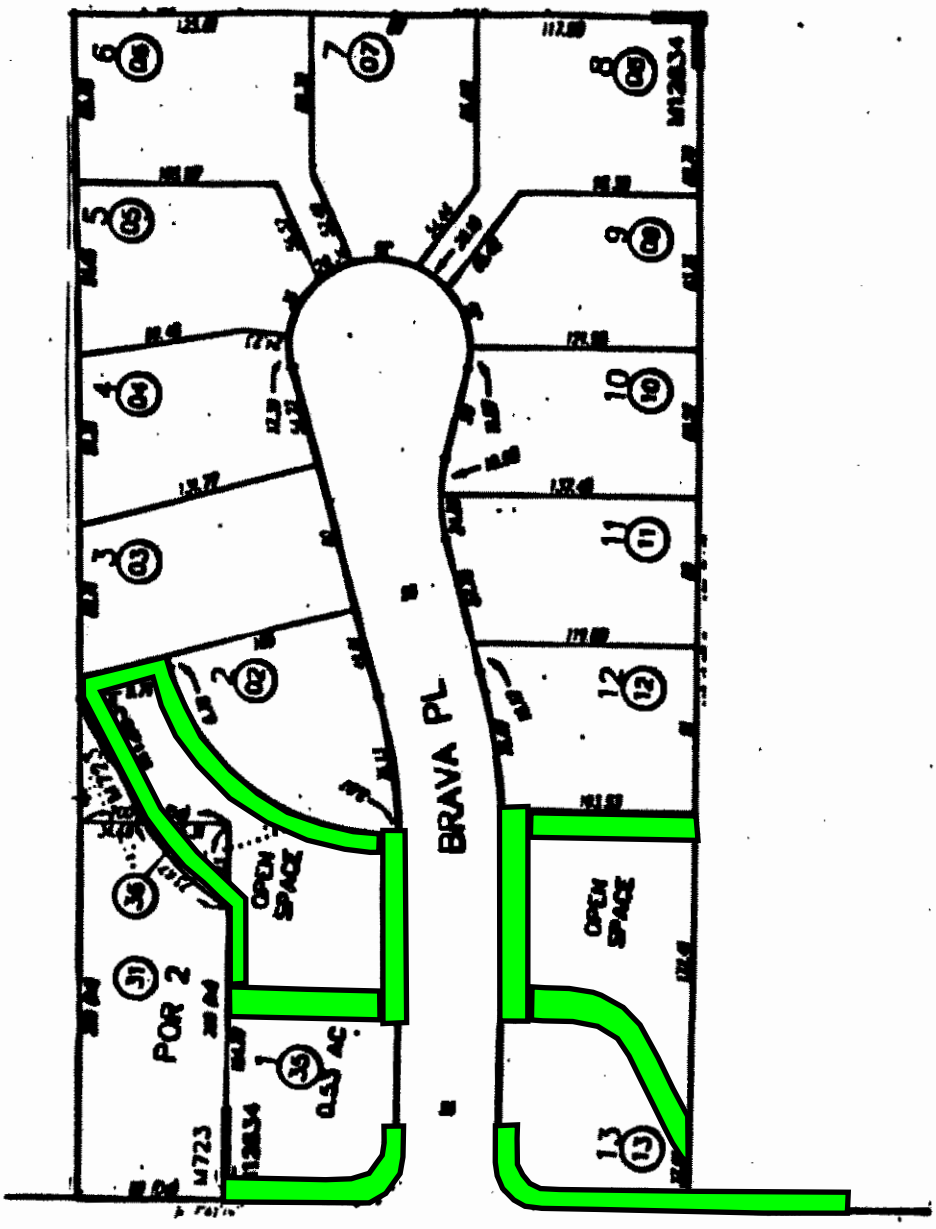


LMD Zone 4
El Norte/Rees



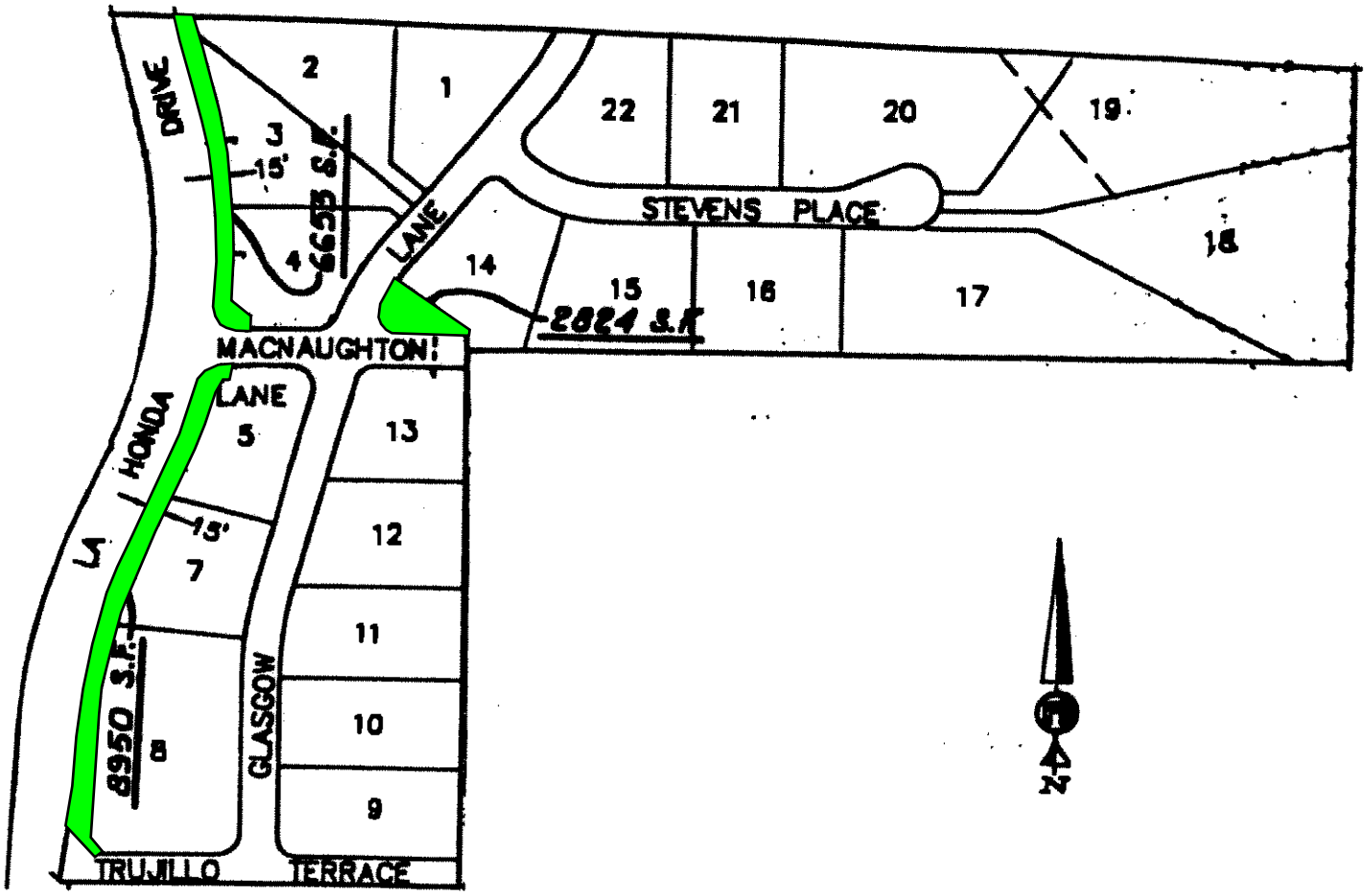
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 5
La Honda (north)



LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 6
N. Broadway/Brava

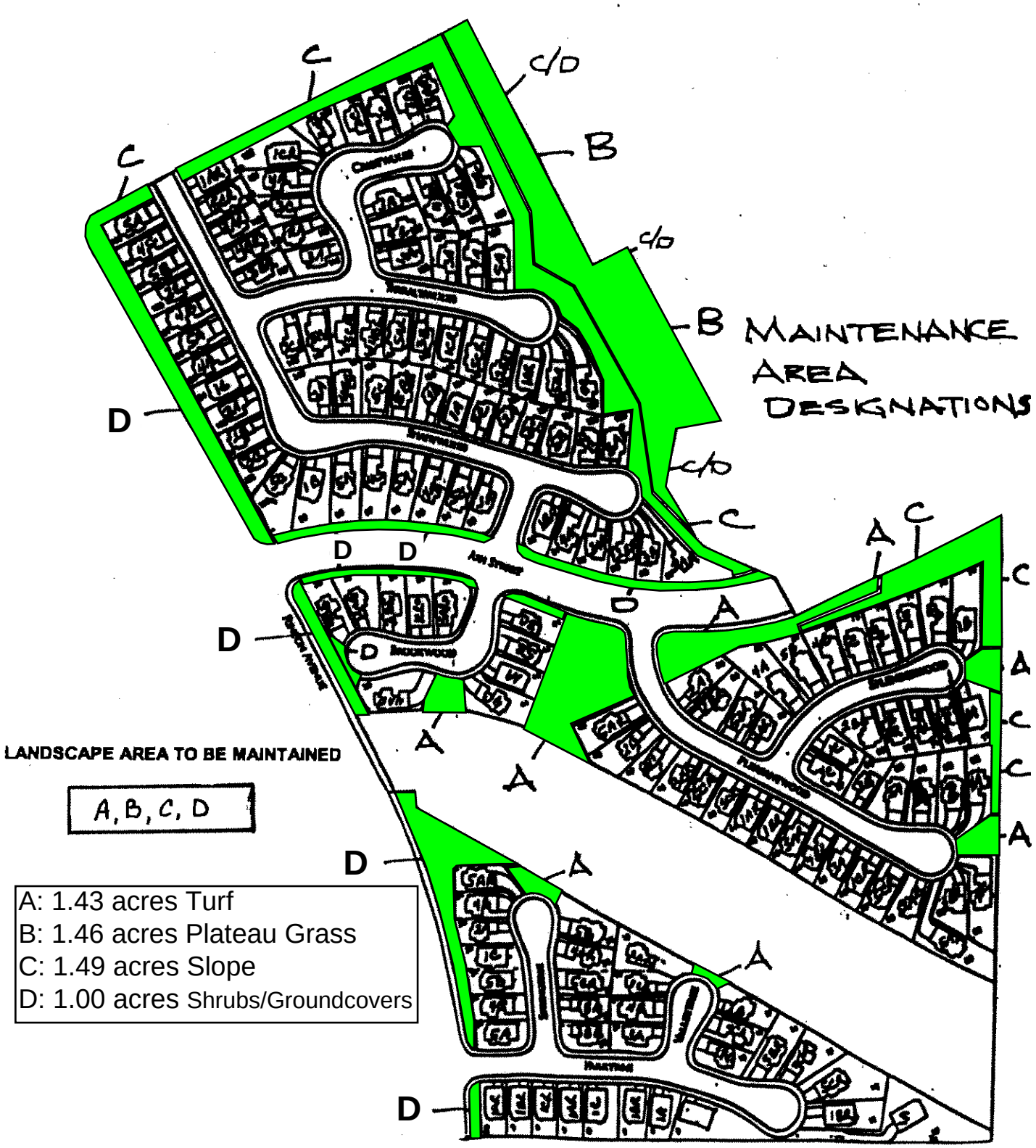


LANDSCAPE AREA TO BE MAINTAINED

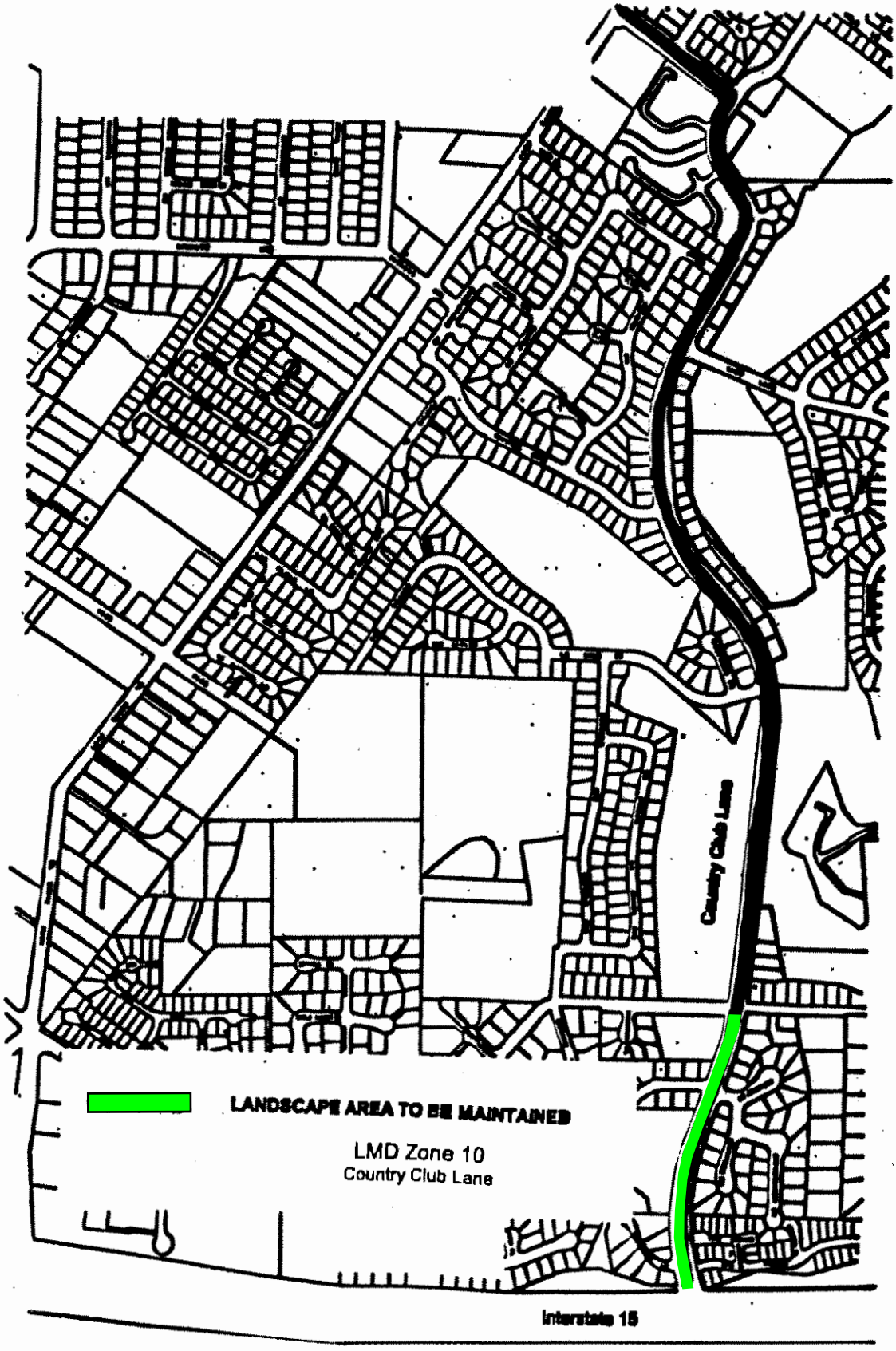
LMD Zone 7
La Honda (south)

JUSTIN WAY
ESC TR. 687
IONA CT.
IONA CT.
GEISE CT.
KAILE LN.
ESC TR. 626
El Norte Parkway
4.5'
4.5'
4.5'
2,722 SF
LANDSCAPE
EASEMENT
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 8



LMD Zone 9
Laurel Valley

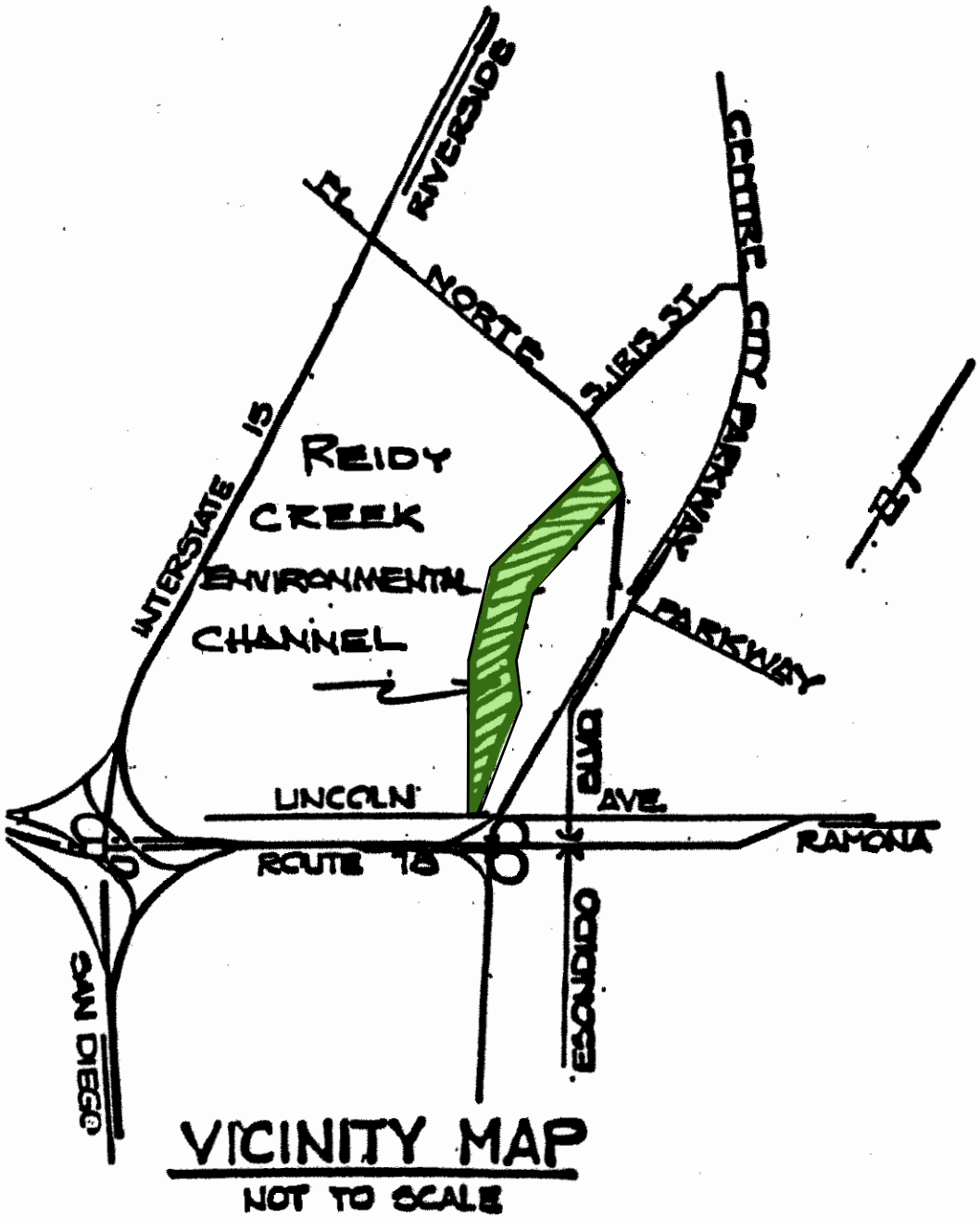

Country Club Lane
LANDSCAPE AREA TO BE MAINTAINED
LMD Zone 10
Country Club Lane
Interstate 15

Lots: 40, 60, 88A, 88B, 130, 169, 225, 262, and Conway Medians

LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 11

Parkwood



VICINITY MAP

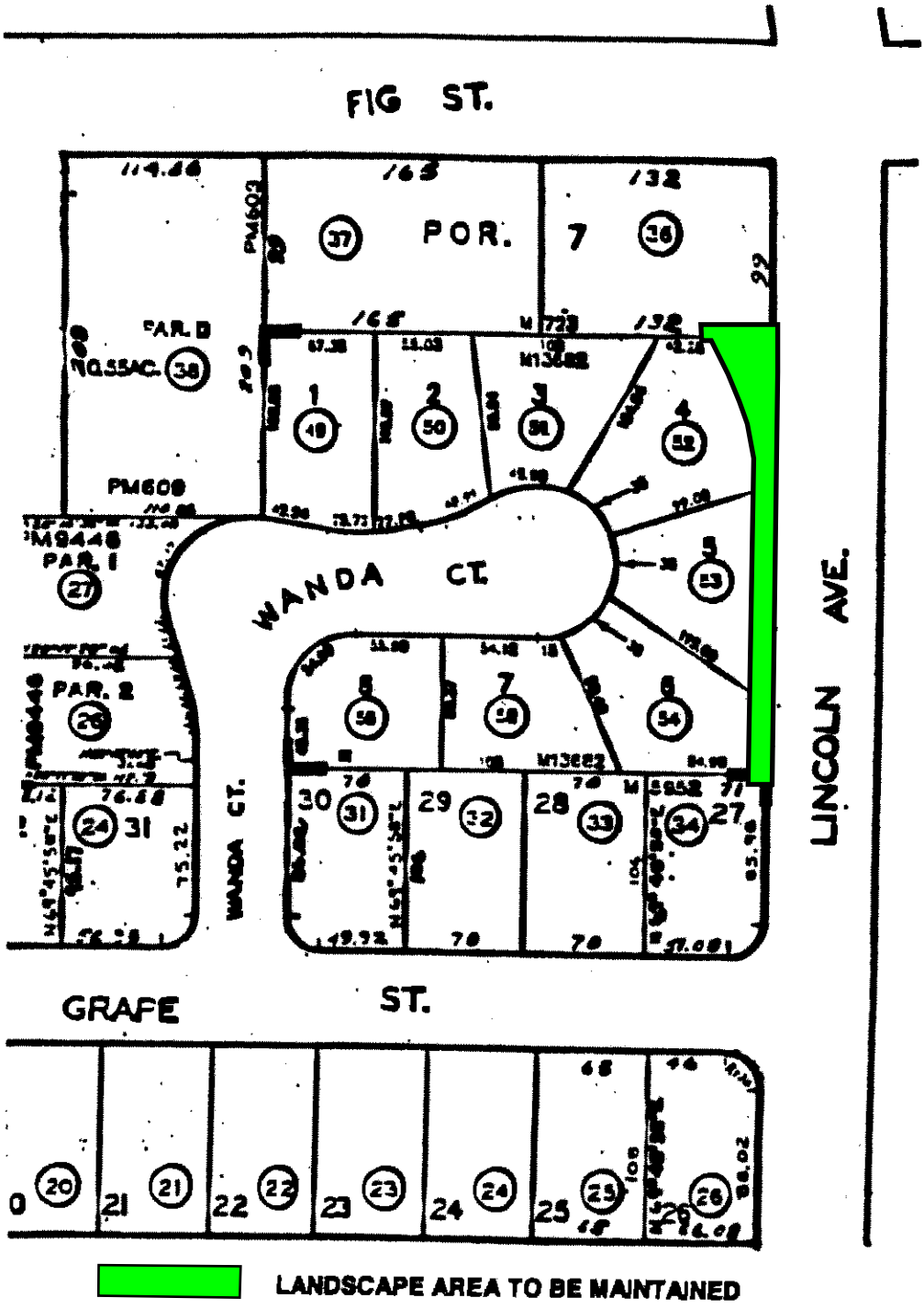
NOT TO SCALE

LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 12

Reidy Creek Environmental Channel

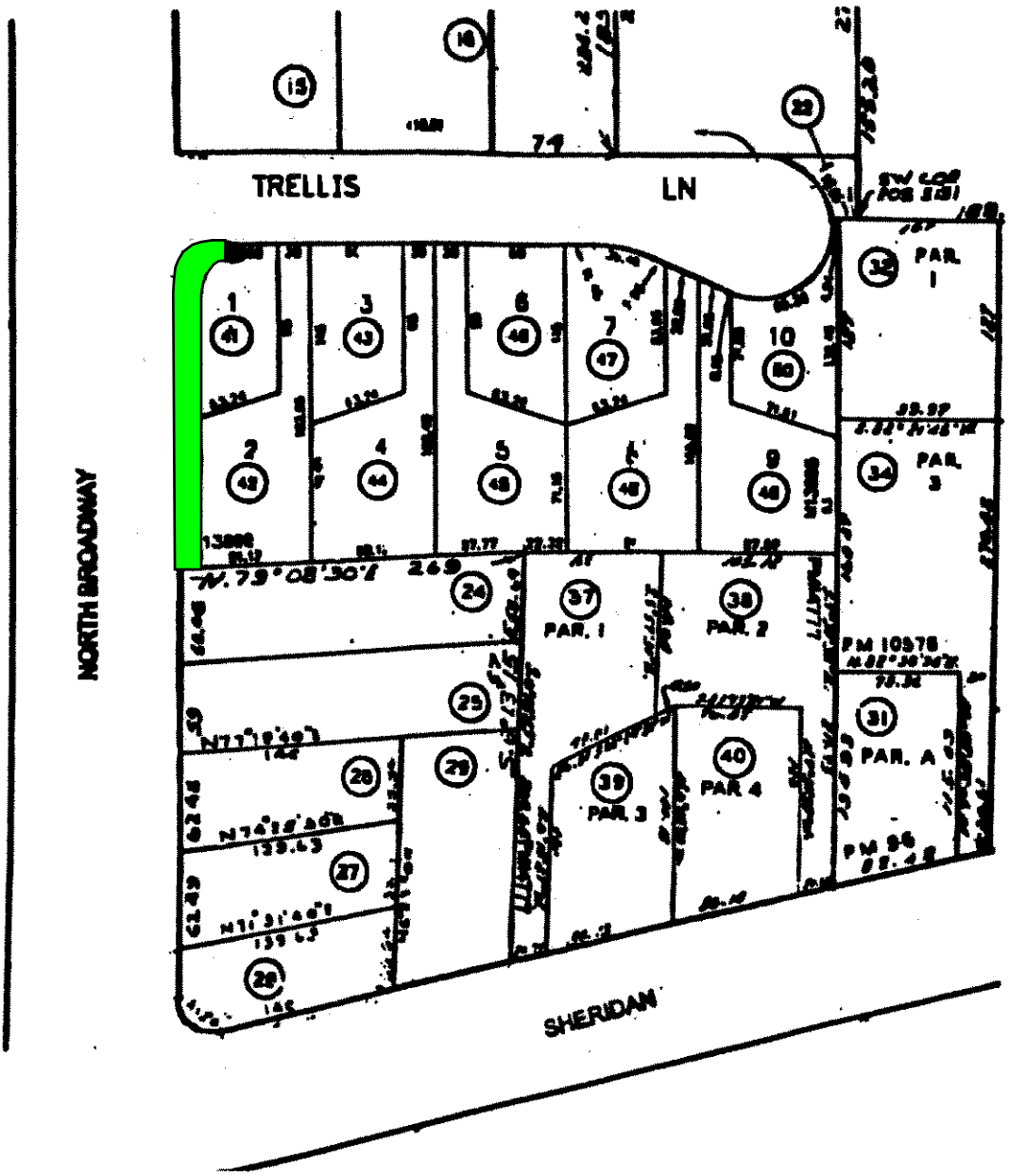
LMD Zone 13
CCP Median at Felicita



LMD Zone 14
Lincoln

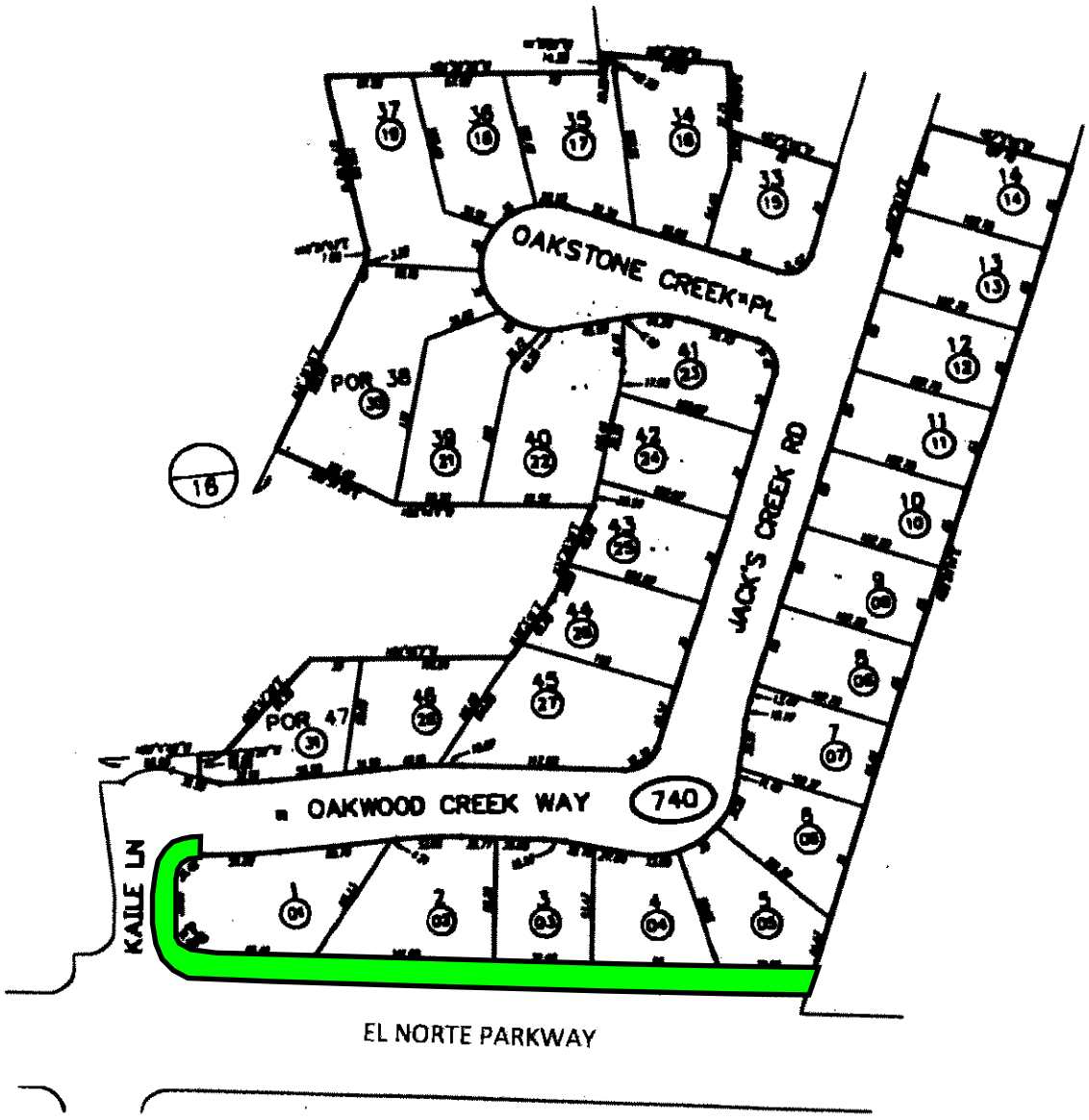
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 15
Citrus/Washington



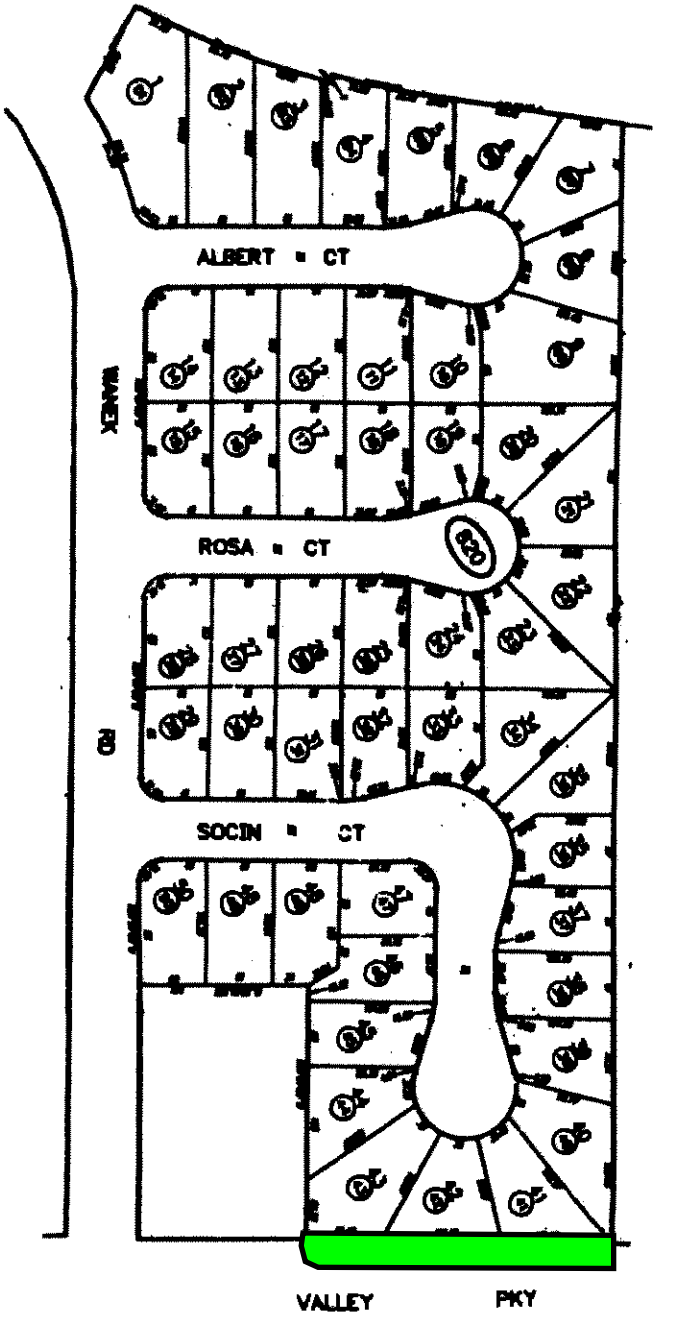
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 16
N. Broadway/Trellis

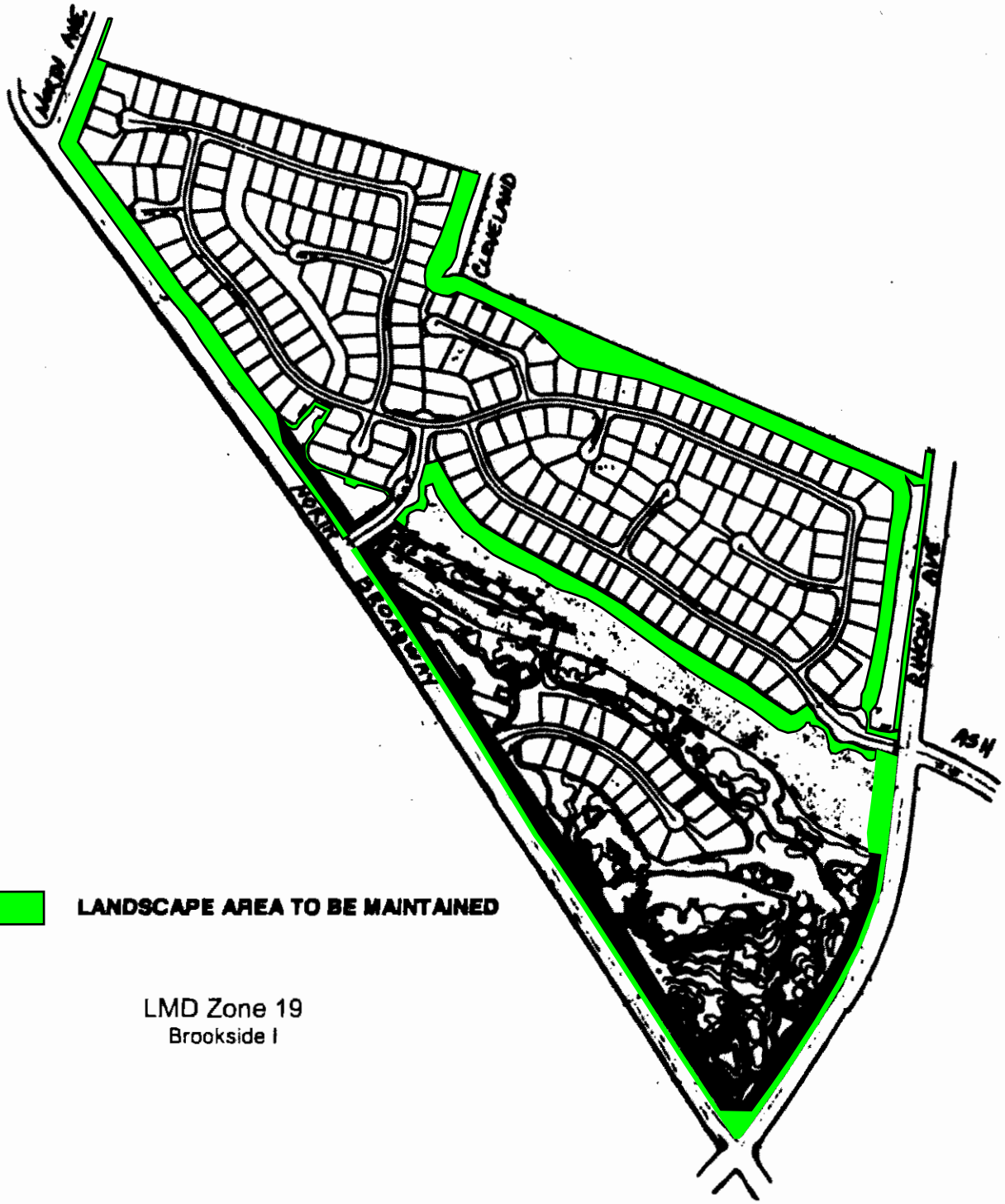


LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 17

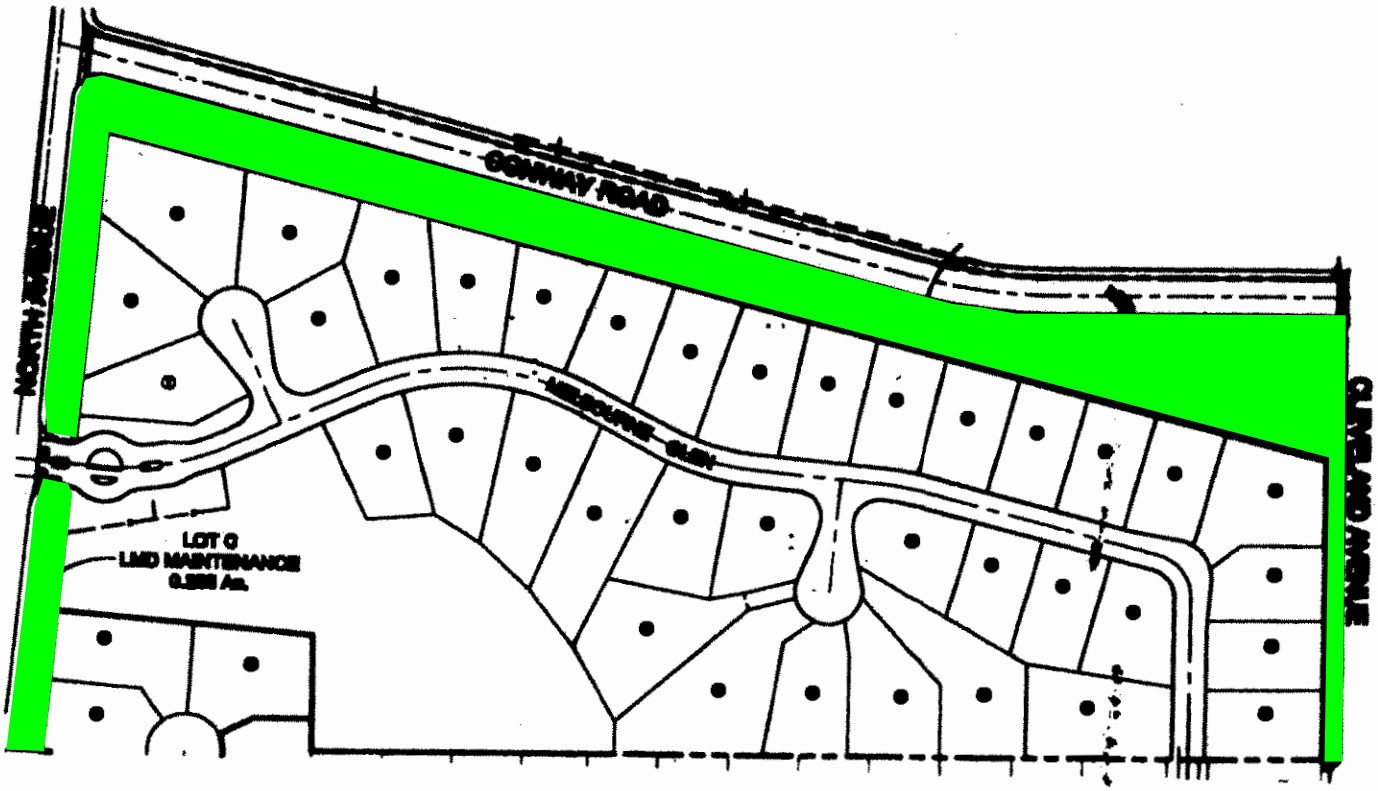


LMD Zone 18
East Valley Parkway/Wanek



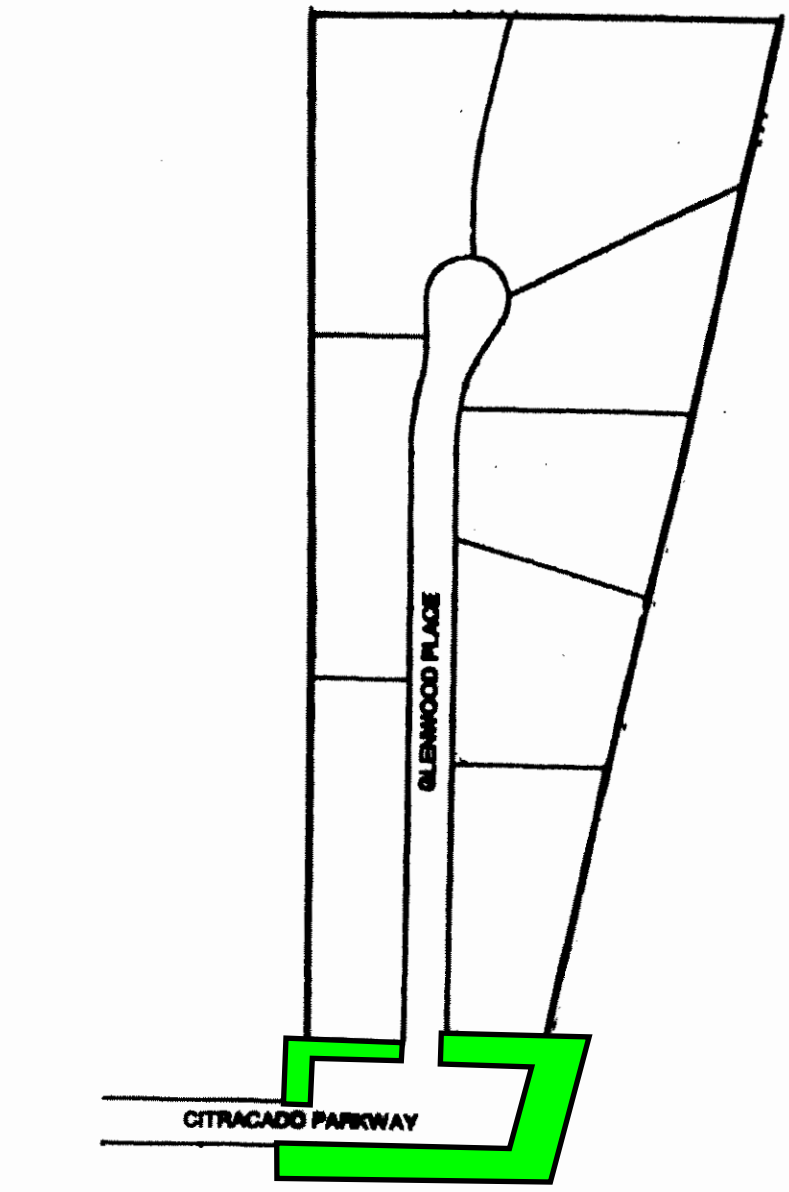
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 19
Brookside I



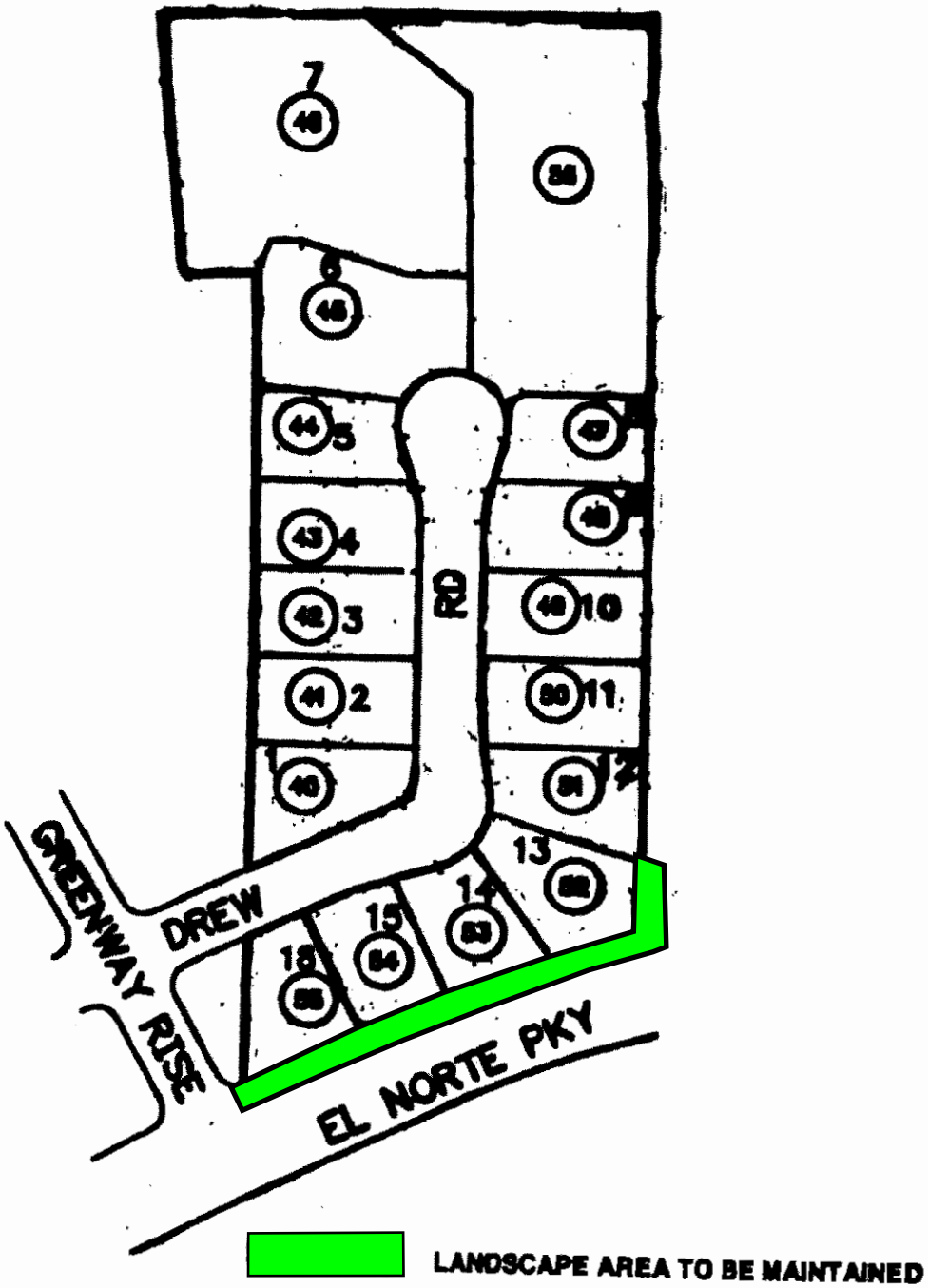
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 19
Brookside II

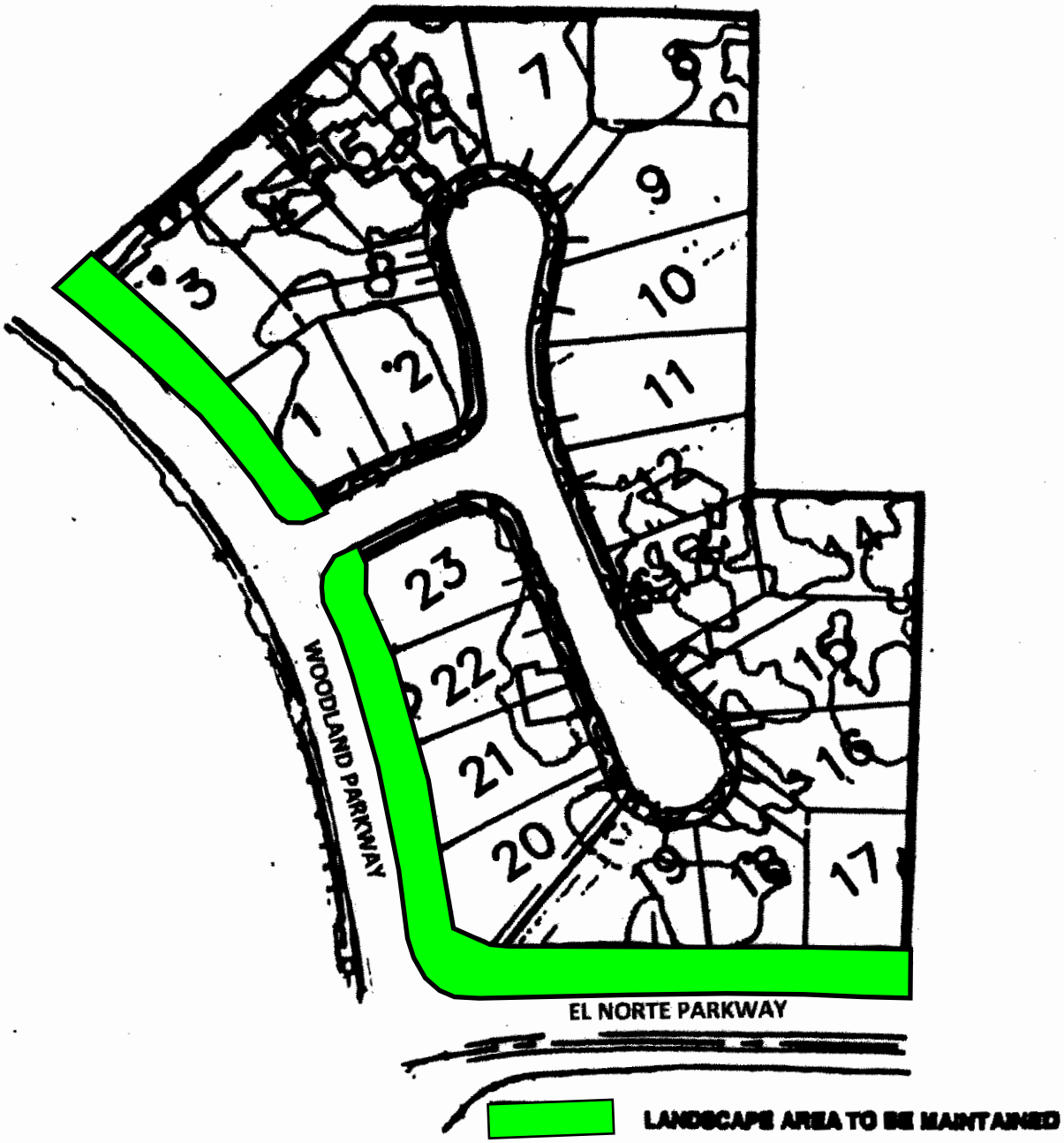


LANDSCAPE AREA TO BE MAINTAINED

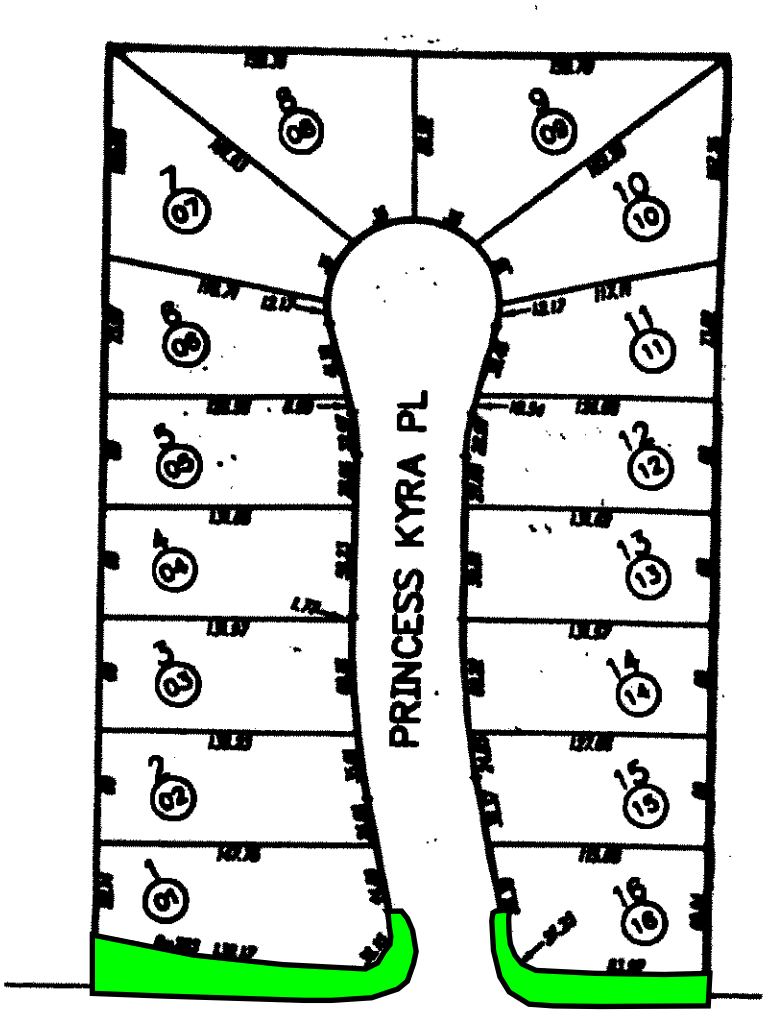
LMD Zone 20
Citracado



LMD Zone 21
El Norte/Greenway

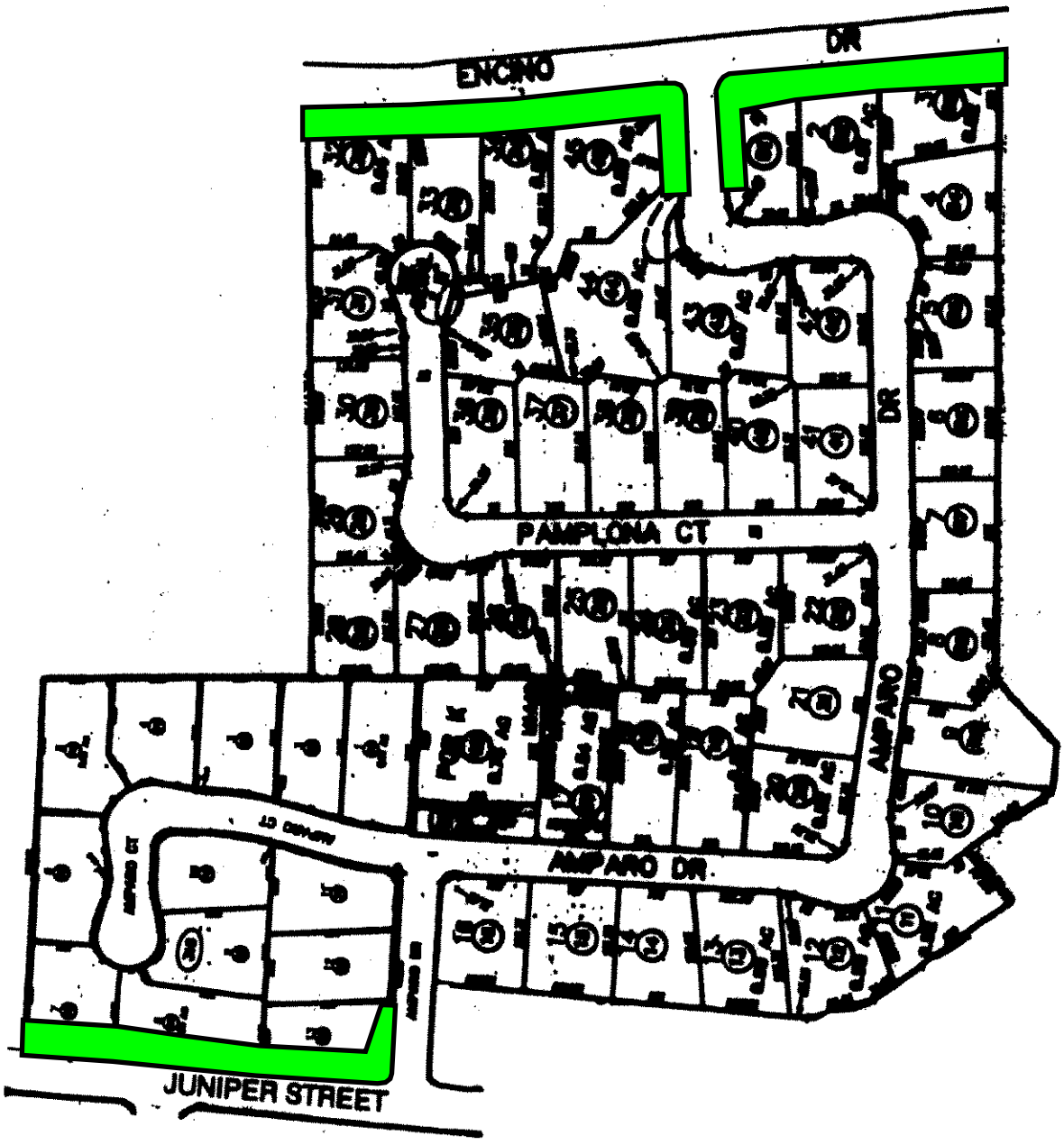


LMD Zone 22
El Norte/Woodland



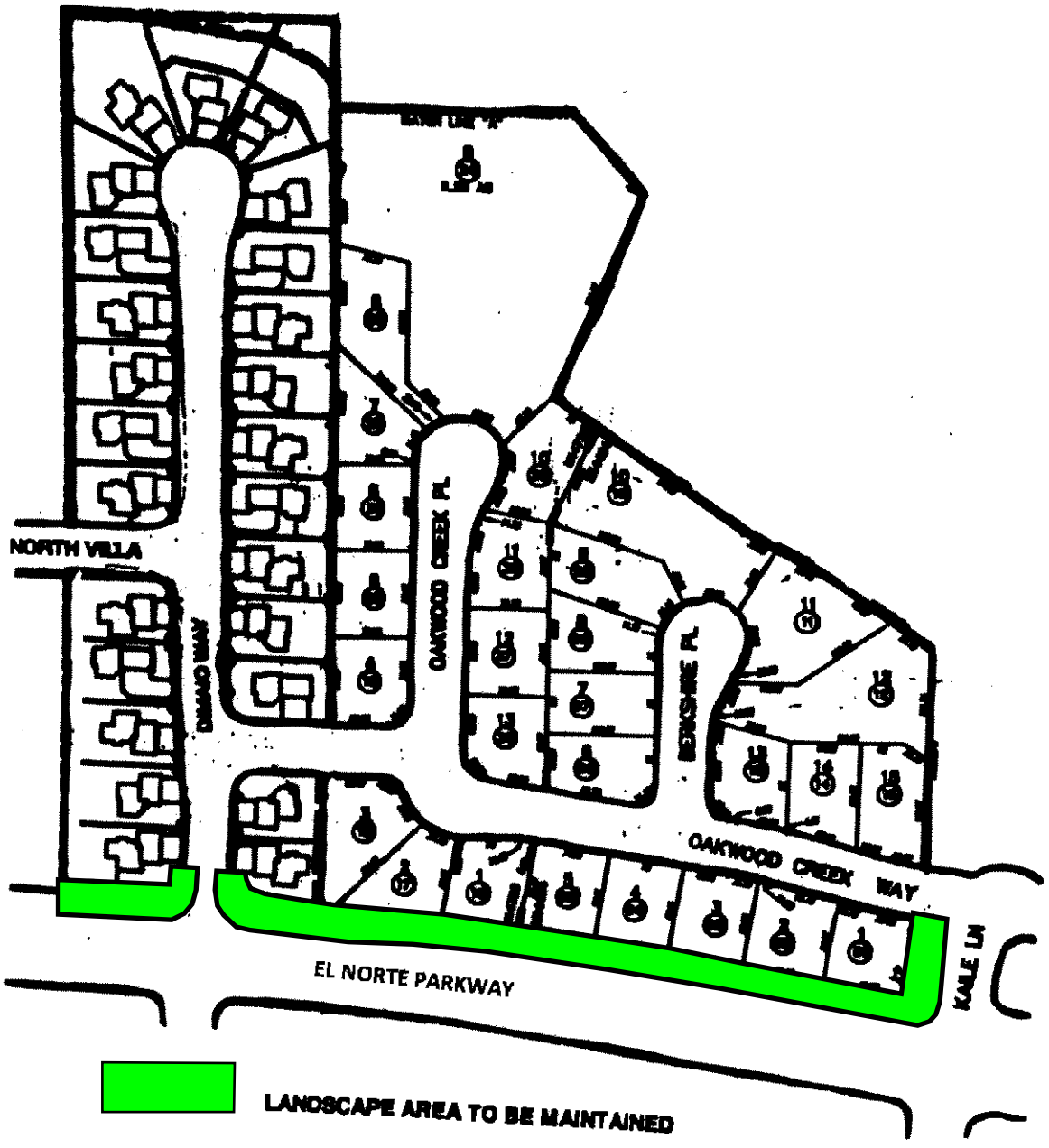
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 23
Harmony Grove

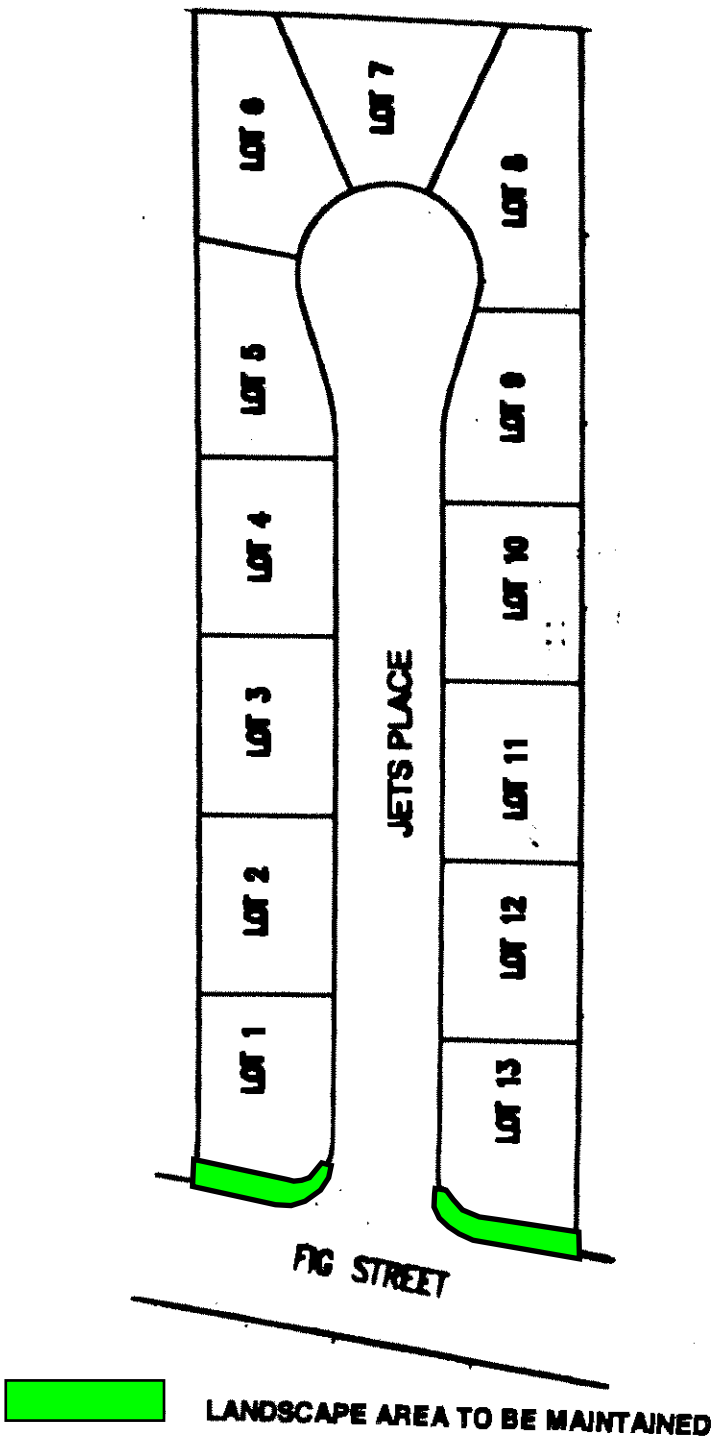


LANDSCAPE AREA TO BE MAINTAINED

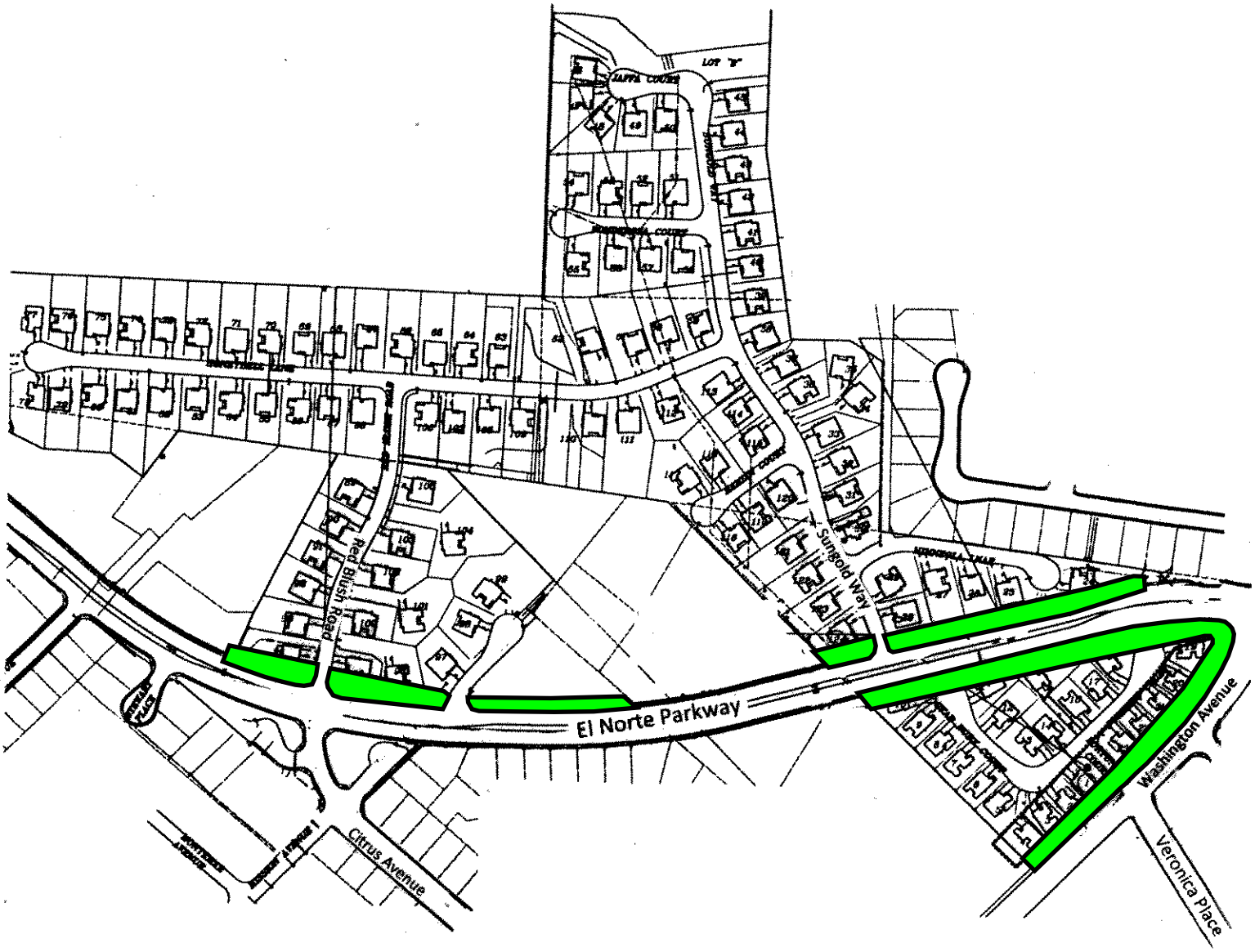
LMD Zone 24
Encino/Juniper


NORTH VILLA
OAKWOOD CREEK PL
EDGEMERE PL
OAKWOOD CREEK WAY
KALE LN
EL NORTE PARKWAY
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 25



LMD Zone 26
Fig



LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 27

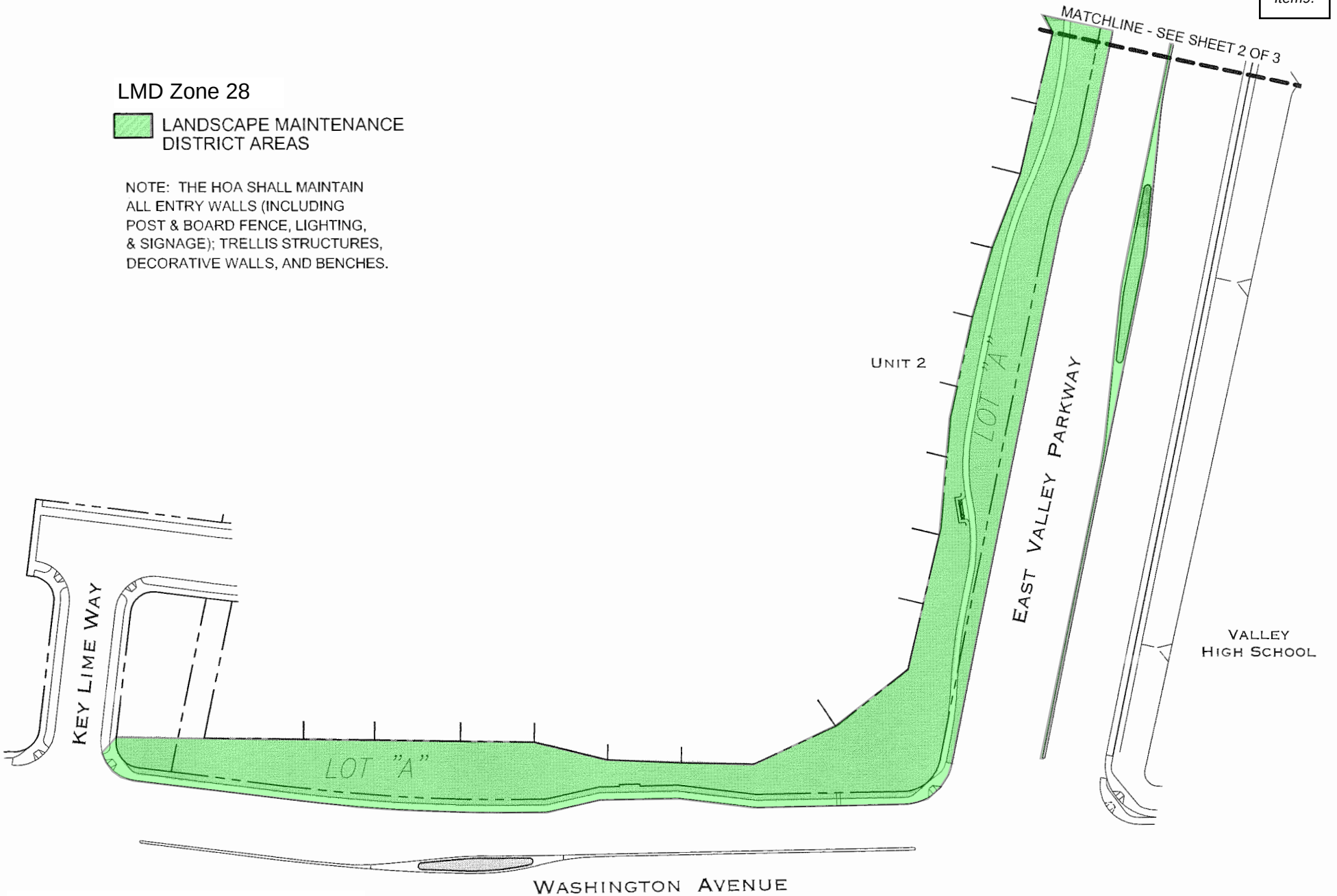
Washington Hills I

(aka Chaparral Ridge & Glen)

LMD Zone 28

LANDSCAPE MAINTENANCE DISTRICT AREAS

NOTE: THE HOA SHALL MAINTAIN ALL ENTRY WALLS (INCLUDING POST & BOARD FENCE, LIGHTING, & SIGNAGE); TRELLIS STRUCTURES, DECORATIVE WALLS, AND BENCHES.



LMD ZONE 28
Eureka Springs

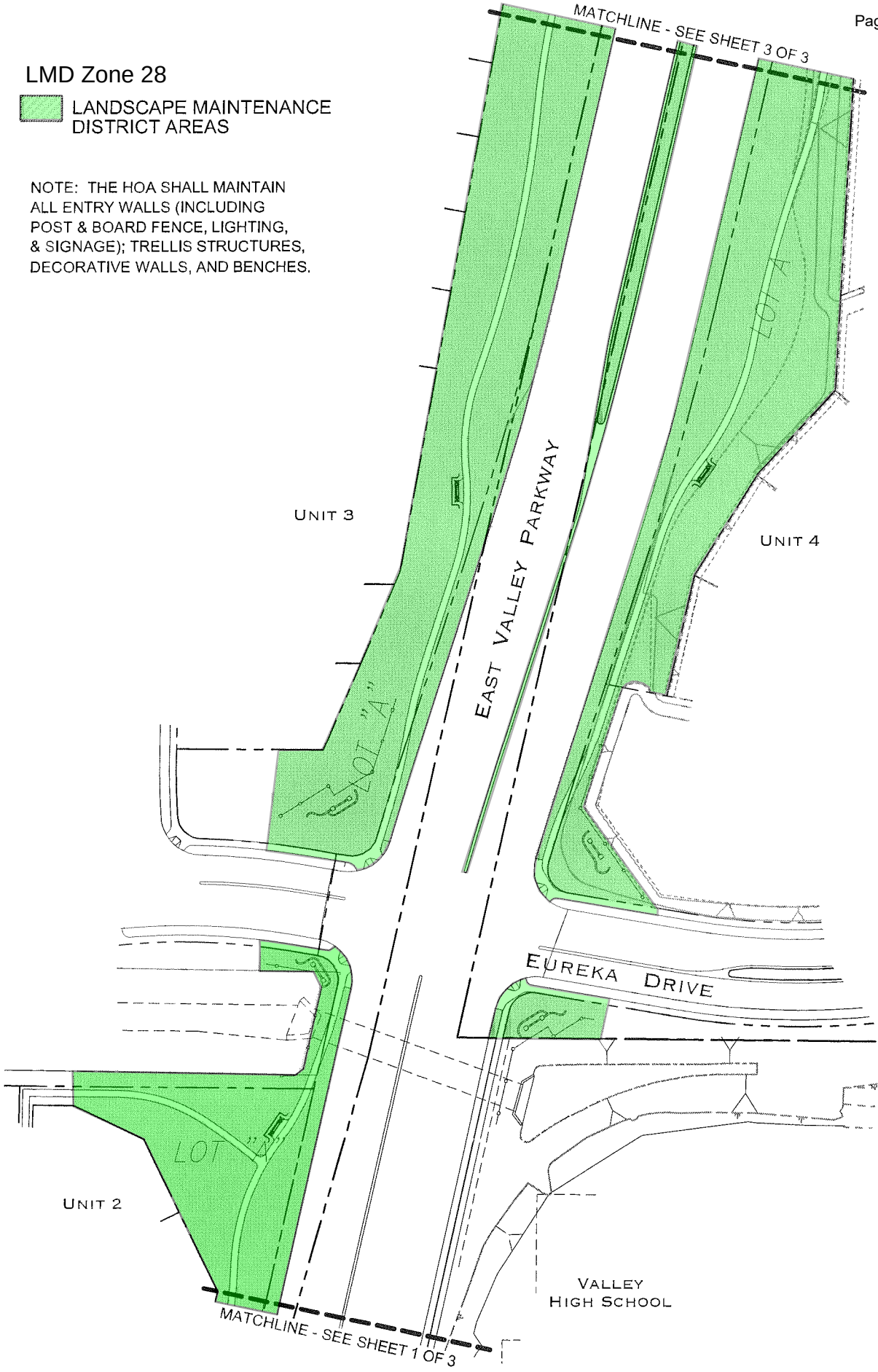
1 OF 3

* DEPICTION IS FOR ILLUSTRATIVE PURPOSE ONLY. AS-BUILT CONDITIONS WILL CONTROL.

LMD Zone 28

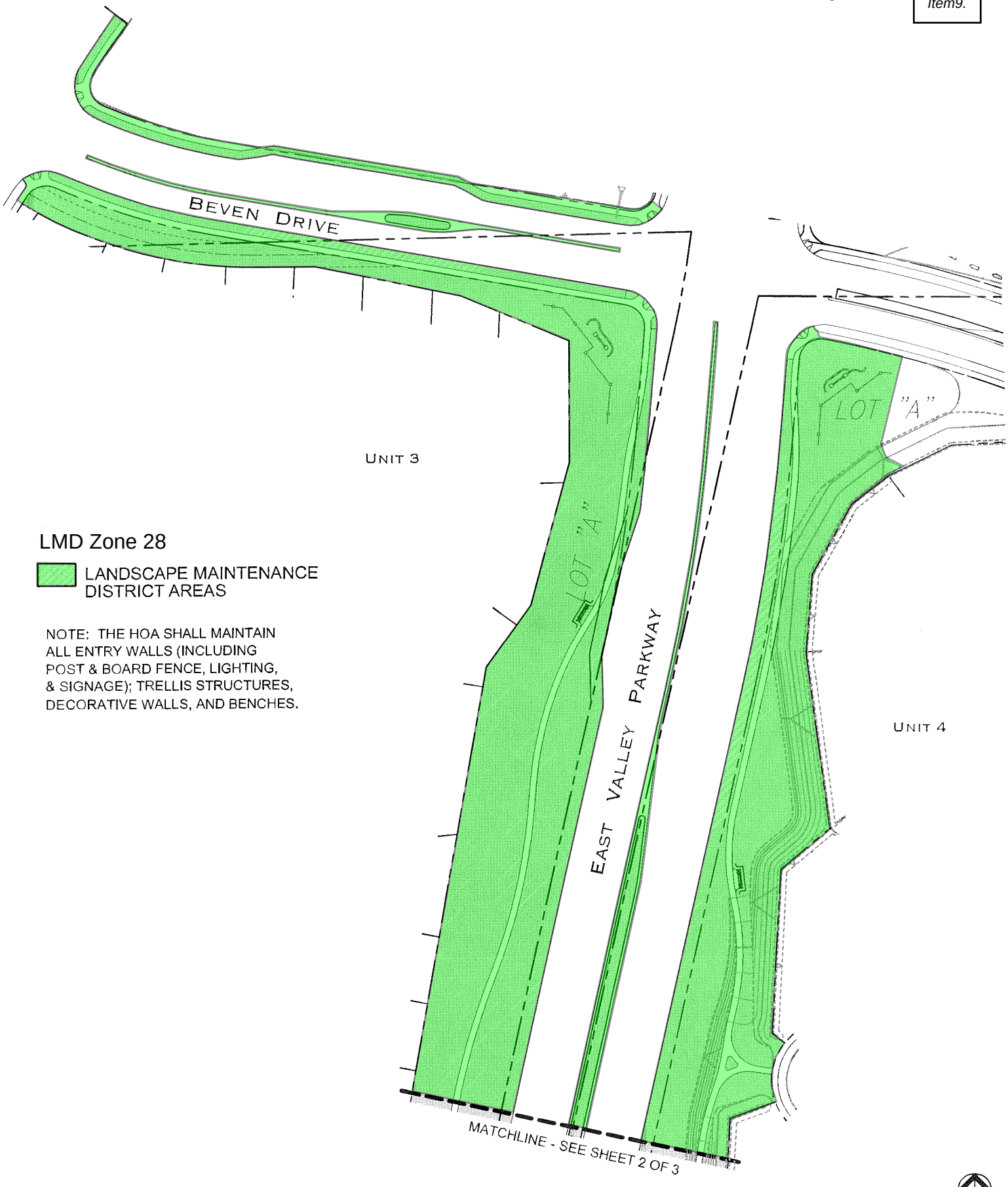
LANDSCAPE MAINTENANCE DISTRICT AREAS

NOTE: THE HOA SHALL MAINTAIN ALL ENTRY WALLS (INCLUDING POST & BOARD FENCE, LIGHTING, & SIGNAGE); TRELLIS STRUCTURES, DECORATIVE WALLS, AND BENCHES.



LMD Zone 28
Eureka Springs
2 OF 3

** DEPICTION IS FOR ILLUSTRATIVE PURP ONLY. AS-BUILT CONDITIONS WILL CON*



LMD Zone 28

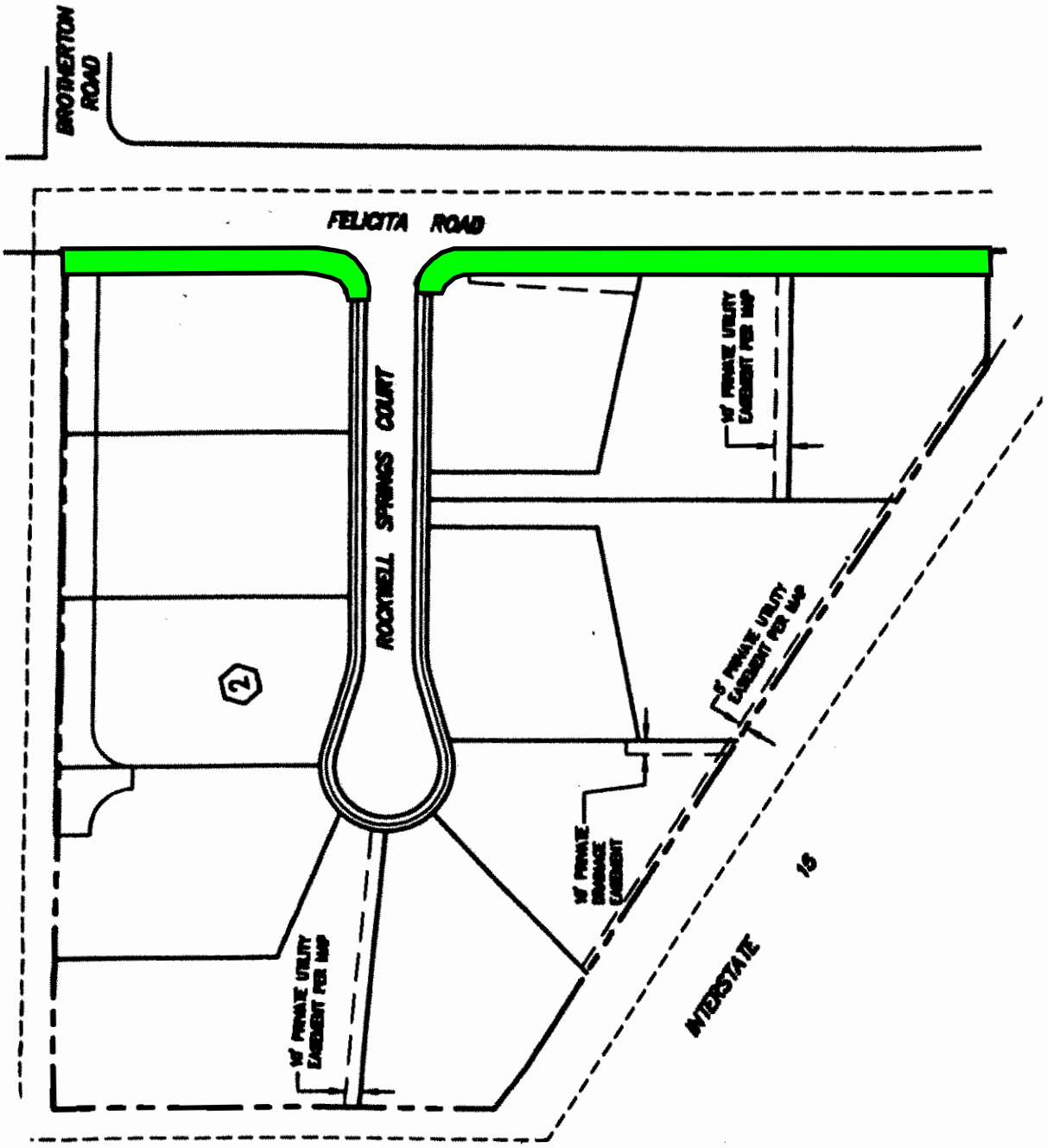
LANDSCAPE MAINTENANCE DISTRICT AREAS

NOTE: THE HOA SHALL MAINTAIN ALL ENTRY WALLS (INCLUDING POST & BOARD FENCE, LIGHTING, & SIGNAGE); TRELLIS STRUCTURES, DECORATIVE WALLS, AND BENCHES.

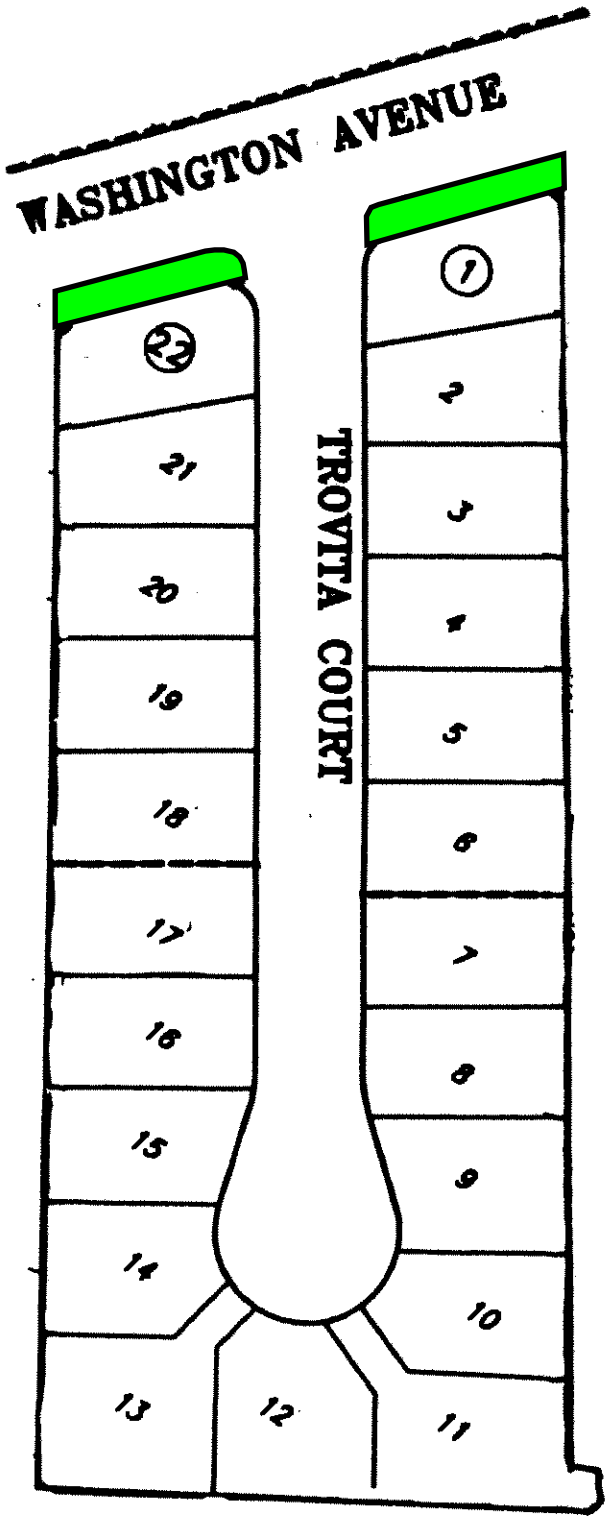
LMD Zone 28
Eureka Springs

3 OF 3

*DEPICTION IS FOR ILLUSTRATIVE PUR
ONLY. AS-BUILT CONDITIONS WILL CO L.

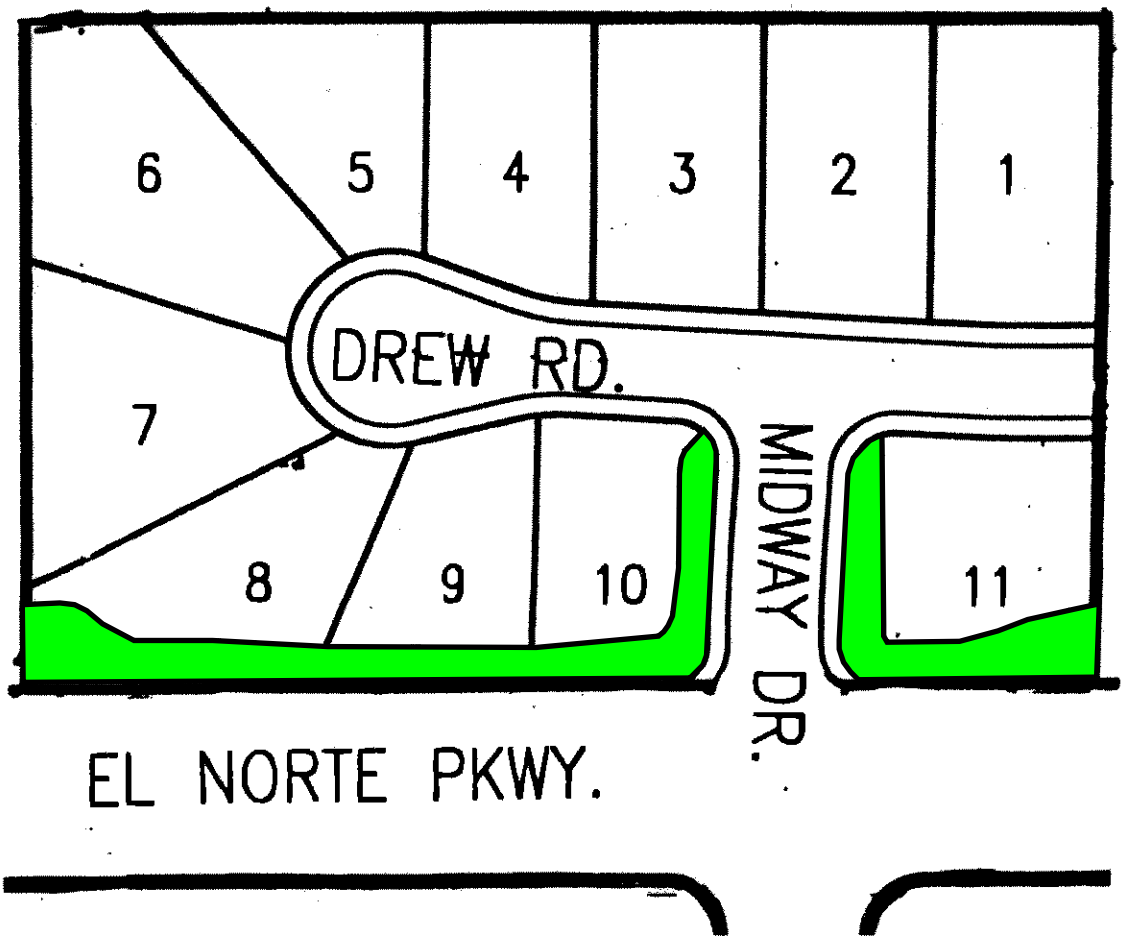


LMD Zone 29
Felicita Road



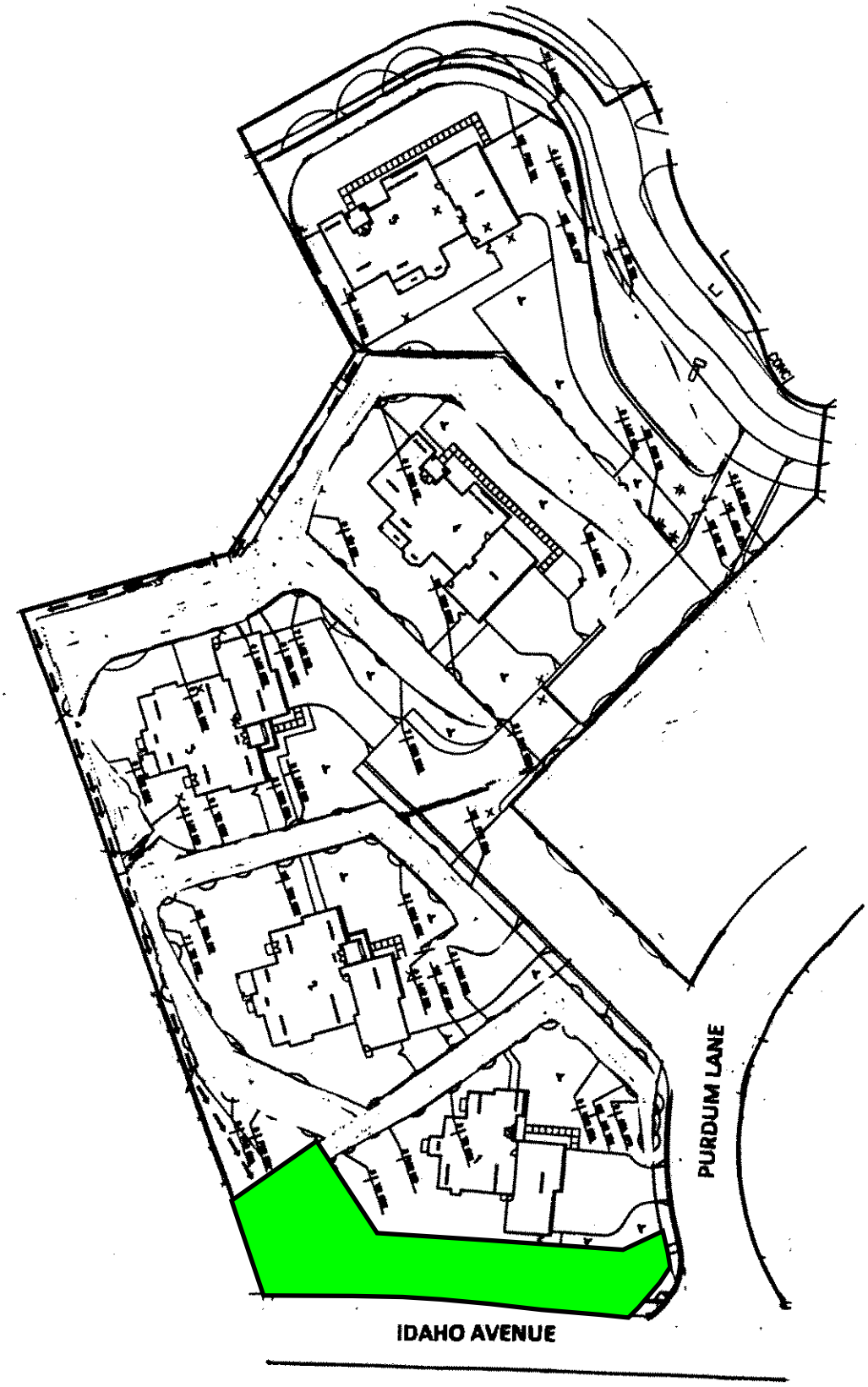
LMD Zone 32
Washington Hills II
(aka Chaparral Creek)

LANDSCAPE AREA TO BE MAINTAINED



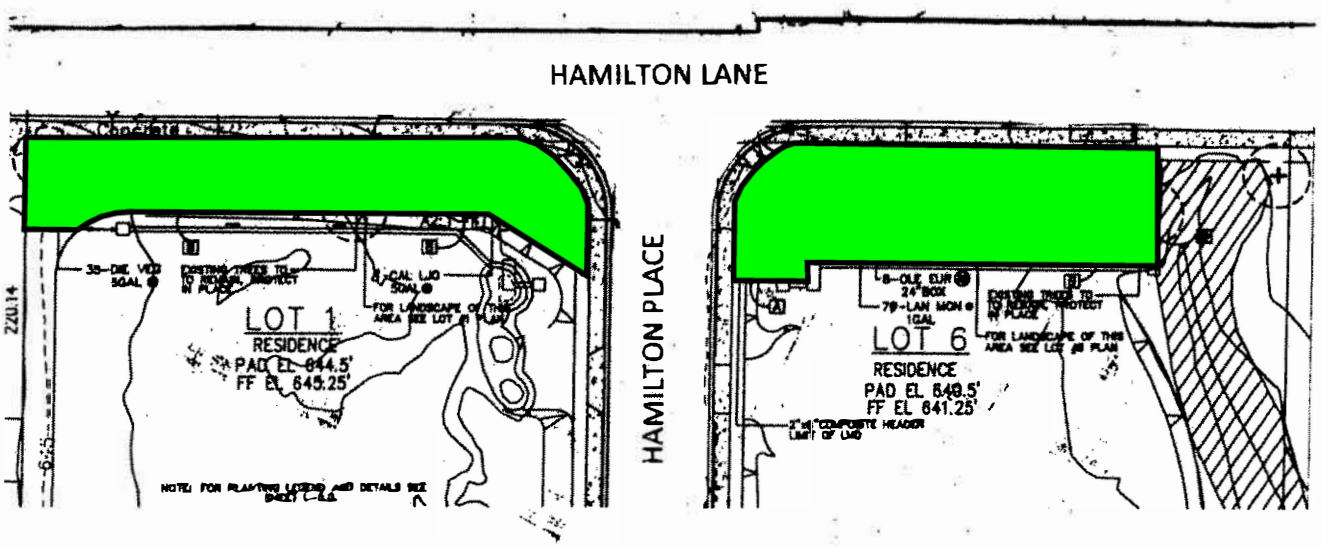
LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 33
El Norte/Midway



LANDSCAPE AREA TO BE MAINTAINED

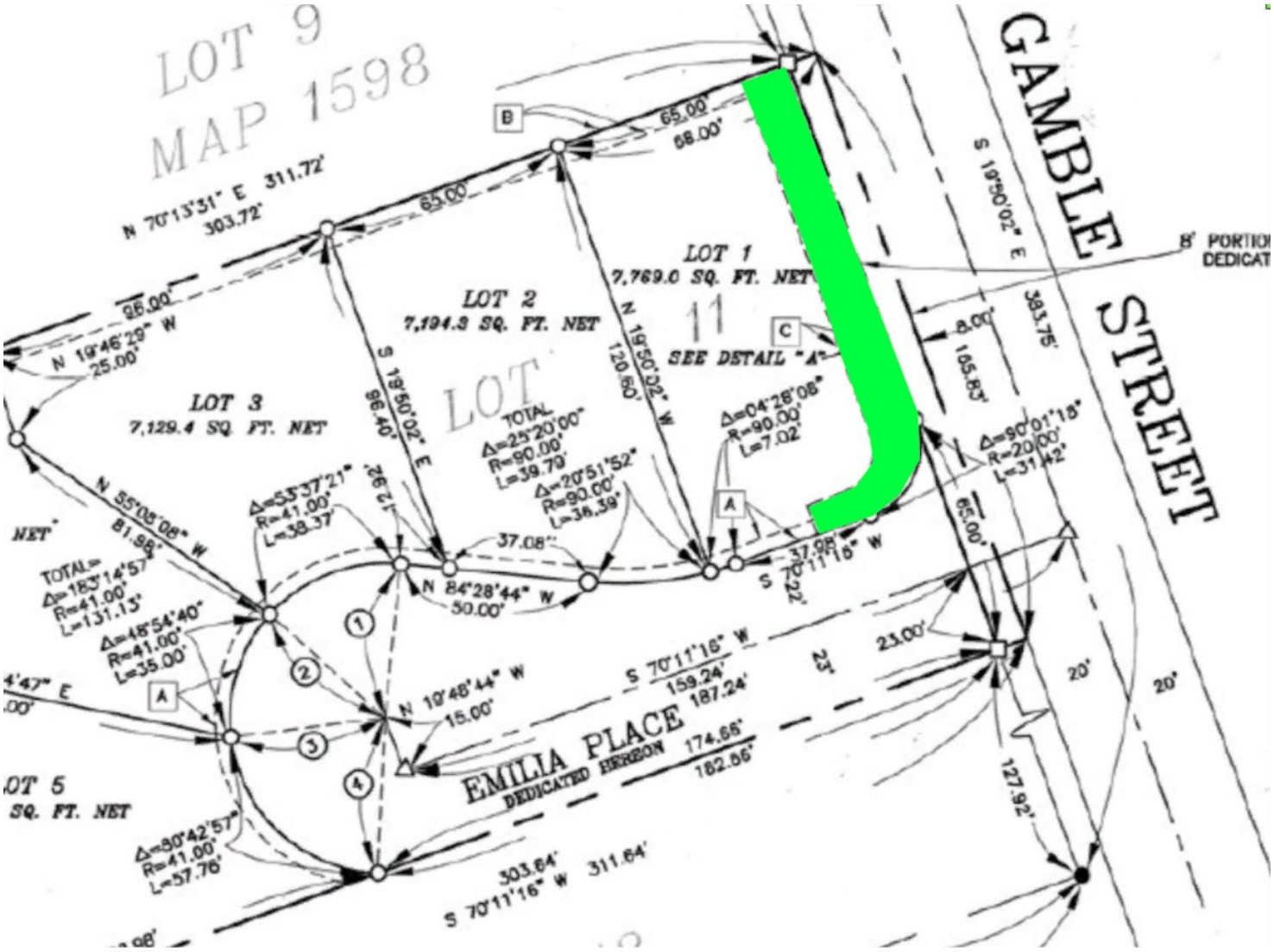
LMD Zone 34
Idaho



LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 35

Hamilton Lane



LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 37

Gamble Street/ Emilia Place

EXHIBIT 2

LMD LANDSCAPE MAINTENANCE SERVICES
SPECIAL PROVISIONS AND
MAINTENANCE SPECIFICATIONS

A. SCOPE OF WORK

The work consists of general landscape maintenance within the City of Escondido Landscape Maintenance District. The work includes mowing, edging, weeding, fertilizing, litter control, debris removal, maintenance of all plants, maintenance of the irrigation systems, and the replacement of any damaged or vandalized irrigation equipment or plant material. Contractor will be responsible for the replacement of any damaged plant materials caused by negligence from the contractor at the contractor's expense.

Contractor shall provide all equipment, materials, supplies and labor to successfully carry out the requirements of the contract.

B. PROJECT LOCATIONS/ DESCRIPTIONS

See Exhibit 1, "LMD Overall Zone Map and Zone Descriptions".

C. PUBLIC CONVENIENCE

The Contractor shall conduct the work at all times in a manner which will not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

D. SCHEDULE OF WORK TO BE DONE

The Contractor shall accomplish all normal landscape maintenance required under this contract between the hours of 7 a.m. and 6 p.m., Monday through Friday. No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 7 a.m., except in the case of a situation deemed emergency in nature.

The selected Contractor shall establish and submit an initial schedule of work to be followed in the performance of this contract within 15 days after the notice of selection and prior to the signing of the contract. **This schedule shall be updated monthly and list days, times, locations, and type of work the Contractor will be performing. Any changes in work schedule or employees shall be submitted to the City for approval.**

E. EXAMINATION OF THE SITE

The Contractor shall visit the site of the proposed work so as to be fully acquainted with the conditions and difficulties attending the performance of the contract. No additional compensation or relief from any obligations of the contract will be granted because of a lack of knowledge of the sites or conditions under which the work will be accomplished.

F. **IRRIGATION** SYSTEMS

1. The Contractor shall maintain the entire irrigation system. This includes, but is not limited to, the replacement, repair, adjustment, and inspections of the system to assure continued operation.

2. The Contractor shall inspect and test the operation of the irrigation system of each zone, twice per month for any malfunction including but not limited to: leaks or breaks, blocked spray pattern, clogged heads, spray adjustment, drip irrigation flushing, leaky and stuck valves). Irrigation inspection report shall be filled out by the contractor and submitted with the monthly maintenance invoice.

3. All repairs and/or replacement parts shall conform to the type and kind of the existing system. Any deviation must have prior approval from the City. All repairs shall be made within 72 hours of notification to the Contractor by the City. Repairs must be completed before the next watering cycle begins. Contractor shall not make repairs without prior written approval from the City.

4. Labor for incidental sprinkler repair and adjustment, such as controller schedule adjustments, rain delay requests, replacing batteries, cleaning nozzles (spray, rotary, drip emitters), flushing valves and pressure regulators, replacing sprinkler heads, bodies and irrigation equipment beyond the valve, will be included in the contract price. The City will reimburse the contractor for only cost of the parts for these repairs.

5. Major repairs, such as valve (control valves, ball valves, quick couplers) replacement, mainline and lateral line breaks, swing arm and riser replacement, wiring, and controllers; will be billed as extra work for parts and labor upon authorization from the City.

6. Contractor shall take a minimum of two photos (before and after) of each repair and submit with corresponding repair invoice.

7. Controller enclosures and irrigation boxes shall be kept clean of soil and debris (natural or other).

8. Irrigation systems which are on a Central Control System will be programmed by the City and the Contractor shall have user access to complete their regular irrigation maintenance and repairs. Contractor shall provide weekly/monthly recommendations to adjust.

9. Irrigation systems not on a Central Control System will be programmed on a monthly basis by the Contractor and approved by the City. Contractor shall utilize the controller capabilities to seasonally adjust irrigation schedules on a monthly basis.

1O. Irrigation systems that are battery operated will be programmed on a monthly basis by the Contractor and approved by the City. Controller shall utilize the controller capabilities to seasonally adjust irrigation schedules on a monthly basis. Batteries shall be replaced on every year.

11. Irrigation systems that are solar operated will be programmed on a monthly basis by the Contractor and approved by the City. Contractor shall ensure that the solar controller panel is cleaned during regular irrigation maintenance and free and clear of any landscape material that would block the solar controller panel.

12. Water usage shall not exceed the amount required to comply with irrigation schedules established by the Contractor and approved by the City. The irrigation watering schedule shall be turned off via the Rain Delay function prior to expected rain events resulting in enough rainfall to constitute a watering schedule and must notify the City. After a rain event the water must remain off for a minimum of 48 hours, after such time it is the responsibility of the contractor to verify the rain delay function is off and the normal irrigation schedule is back on and make any necessary adjustments to the irrigation controller to accommodate future watering needs and must notify the City. At no time, should backflow device valves be turned off in lieu of turning off controller or utilizing rain delay function.

13. The contractor shall be responsible and liable for any damages to public or private property resulting from excessive irrigation water runoff. A deduction from the Contractor's monthly payment can be made if repairs are not made in 72 hours of notification to the Contractor from by the City.

14. The City will be responsible for backflow repairs and annual certification tests. Sites using recycled water require special training and certification of employees. Contractors must possess this certification in order to comply with recycled water regulations. Copies of certificates to handle recycled water must be submitted along with the five copies of the overall work schedule.

15. Prior to the approval of the first monthly invoice, the Contractor shall submit to the City an irrigation schedule which will include the following information:

    - Controller identification
    - Start time for each controller station
    - Days programmed to water
    - Station numbers
    - Cycle time for each station
    - Total time for each station per day

16. The City will be notified of any changes in the irrigation schedule within 72 hours of said change. Any modification to this irrigation schedule reporting requirement will require approval from the City.

G. REMOVAL OF TRASH AND DEBRIS

1. Contractor shall be responsible for landscape areas within the specific maintenance area to be cleaned and to be kept free of debris, not limited to, the following: bottles, cans, paper, cardboard, private advertisement signs, metallic items, undesirable materials, and trash on a bi-weekly basis.

2. Promptly after the mowing, trimming, raking, weeding, edging, and other work required under this contract, the Contractor shall remove all debris generated by the performance of the work.

3. Promptly after working in the areas of public walks, driveways, or paved areas, areas shall be cleaned to be free of clippings and other debris.

4. Litter must be removed at a minimum of one time per week, typically Mondays for the following main thoroughfares at high traffic landscape areas:

• Broadway.....	Zone 6, 16, 19
• Center City Parkway.....	Zone 13
• Valley Parkway (East & West).....	Zone 18, 28
• El Norte Parkway.....	Zone 8, 17, 21, 25, 27, 33
• Washington Ave.....	Zone 15, 32, 38
• Via Rancho Parkway.....	Zone 1

H. WEED **CONTROL**

1. Contractor shall be responsible for all landscape areas within the specified maintenance area to be kept free of weeds on a bi-weekly basis. The cost of herbicides and application labor is the responsibility of the contractor.

2. All work involving the transport and use of herbicides shall be in compliance with all Federal, State, County, and local laws. The Contractor shall possess all valid State and County licenses and permits required to transport and for application operations.

3. Contractor shall apply pre and post emergent systemic herbicide as needed or by the request of the City at no additional charge. Preventive and post weed control is the responsibility of the Contractor. Any pre and post emergent herbicide used will be considered a weed management tool.

4. Spot treat or mechanically remove weeds as necessary. Hand weeding or spot treatment of areas shall be controlled by hand or mechanical methods. However, manual weed control shall not be substituted for herbicide applications.

5. Contractor shall submit in writing to the City prior to the application of any herbicide and must be approved by the City. Such authorization shall depend upon the Contractor's submission to the City the information outlined below:

   - Date and approximate time
   - Location Zone #
   - Product label info with any applicable Material Data Safety Data Sheets
   - Manufacturer's recommended rates

6. Turf areas shall be weed free and shall be treated as follows:

   - Between January 15 and February 15, a pre-emergent crabgrass control shall be applied to all turf areas.
   - Twice per year, in December and June, a broad spectrum fungicide shall be applied at the manufacturer's recommended coverage rate.
   - Contractor shall submit in writing to the City prior to the application and must be approved by the City.

7. All noxious plant materials such as, but not limited to, poison oak, shall be removed immediately by an approved method. Weeds and plant material removed shall be disposed by the Contractor off-site.

8. The Contractor shall possess a valid Qualified Applicator License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office. A Qualified Applicator License is required to apply restricted materials. It is the responsibility of the contractor to possess the correct necessary licenses to apply the effective product.

I. MAINTENANCE OF SHRUBS. VINES. PERENNIALS. XERISCAPE. AND GROUND COVERS

1. The Contractor shall be responsible for the maintenance of all shrubs and groundcover, leaf litter in the work area to maintain plants in a healthy, growing condition bi-weekly.

2. Planter areas shall remain weed free. Weeds, grasses, and invasive plant species, as identified by the City, shall be removed from planter areas no later than a week after being identified.

3. Shrubs shall be pruned monthly, or as often as necessary, to provide a neat and shapely appearance. Pruning shall not be excessive and methods shall provide a natural shape. Shrubs shall be maintained at a height no greater than 36" from top of curb at designated areas to allow for traffic safety.

4. All pruning shall be accomplished in a manner, which will permit the plants to grow naturally in accordance with their normal growth characteristics. Shearing or severe pruning of plants will not be permitted unless directed by the City. Dead or damaged limbs or branches shall be removed immediately and all pruning cuts shall be made cleanly with sharp pruning tools, with no projections or stubs remaining.

5. All groundcover shall be edged as needed but not to exceed three inches to prevent overgrowth on curb or sidewalk line. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Edging by chemical methods around trees, shrubs and along fence lines is approved as long as it does not adversely affect adjacent private landscaping.

6. All native and/or perennial plants shall be maintained to display natural growth habits and structure. Dead and woody plant material shall be removed by select pruning as needed in order to preserve the aesthetic value of the plant. Aggressive cut back trimming or "dead heading" to increase density and promote plant health shall be performed with written City approval no less than once annually, or more frequently as determined by the City.

7. Vegetation shall be trimmed back from all utility boxes, controller enclosures, valve boxes, quick couplers, and back flow devices. Vegetation shall not encroach onto sidewalks, curb and gutters, decomposed granite paths, private property, or roadways. Vegetation along walls shall be trimmed back a minimum of 18 inches away from wall. Vegetation shall not grow up trees or structures. Pruning for sight visibility clearance maybe required at any time and shall be expedited in order to address potential safety concerns.

8. Vines shall be trimmed close to walls to maintain a neat appearance. Vines shall be trimmed in order to maintain control and to prevent them from creping over walls. Vines shall be checked and secured with appropriate ties as necessary. When necessary, appropriate stakes and /or supports shall be utilized to promote directional growth. The

height of vines shall be maintained typically with in six inches of the top of the wall. Vines shall not be allowed to encroach onto trees.

9. Contractor shall knock down, fill holes, knock down and grade gopher mounds.

J. TREE MAINTENANCE

1. All trees shall be maintained in their natural shapes. Tree maintenance shall be done according to the International Society of Arboriculture (ISA) standards and the standards and practices acceptable to the City.

2. The Contractor shall be responsible for the maintenance and upkeep of the trees within designated medians, parkways, planters, trail areas and slopes as provided. Contactor shall maintain a minimum vertical clearance area of eight feet under all trees and shall be limited to removal and disposal of any dead and/or broken branches, limbs that obstruct the right of way or present a potential hazard and any sucker growth located in or on the tree. Guidelines are furnished below:

   a. Removal of dead, damaged or diseased parts.

   b. Removal of water sprouts and suckers as they develop.

   c. Shape and form shall include lifting of low tree branches to prevent hazards.

   d. Young trees shall be thinned and shaped as needed to promote a strong healthy structure.

   e. Mature trees and those in excess of 20 feet in height shall be pruned and trimmed up to 14 feet in order to maintain a clean appearance.

   f. Tree work shall be done with clean sharp tools. Cuts shall be made parallel with the collar but close enough to allow cambium growth around wound, per ISA standards.

   g. Median trees shall have no branches lower than 14 feet from top of curb, or as directed by the City to provide proper line of sight for traffic movement.

   h. Trees along sidewalk or trail pathway shall have a minimum vertical clearance area of eight feet under all trees for pedestrian path of travel.

   i. Trees along trail pathway with equestrian traffic shall have no branches lower than 14 feet from ground, or as directed by the City to provide vehicle and equestrian traffic. Lower branching may be appropriate for trees in background away from trail pathway.

   j. Where necessary, as determined by the City, Contactor shall provide and post no parking signs 48 hours in advance of tree work, except when emergency work is necessary.

   k. Tree Work above 14 feet shall be considered extra work and may be contracted out to tree trimming companies if necessary.

l. Contractor shall maintain at their own expense all tree supports and stakes to allow for trees to grow in erect and upright manner.

m. Tree supports shall be adjusted as necessary to conform with the caliber of the trunk to which it is attached. The Contractor shall remove or loosen any and all stakes and/or ties whenever girdling is causing damage to the trunk. Tree supports and stakes shall be inspected and removed when the tree has outgrown its support or as determined by the City.

n. Contractor shall inspect all tree wells and remove any broken or unnecessary stakes that create a hazards condition to the public.

o. Trees lost from the Contractor's negligence shall be removed and replaced by the Contractor with a like size and species at no cost to the City.

K. TURF MOWING. EDGING and CHANNEL MAINTENANCE

1. Contractor shall be responsible for turf maintenance in the work area to maintain turf in a healthy, growing condition. Contractor shall be responsible for mowing, edging, trimming, fertilization and weed mitigation.

2. Mowing equipment shall be a power driven reel-type with rollers or a rotary-type deck mower and shall be configured so that the outer edges of the mower blades are covered with protective guards in accordance with manufacturer's design specifications. Mowing activity shall leave no signs of visible clippings on turf and shall be in alternating patterns. Blades shall be kept sharp at all times.

3. Mowing operations shall be scheduled Monday through Friday and shall be performed on the same day each week.

4. Turf areas shall be mowed per the following schedule:

   - March thru November..... Weekly (total of 38 mowings)
   - December thru February.....Every two weeks (total of 7 mowings)

5. Mowing height shall be determined by the turf type, time of year, and in agreement with the City. Recommended guidelines are furnished below:

   - Minimum mowed turf height shall be 2.5" - 3" from March thru November
   - Minimum mowed turf height shall be 2.0" - 2.5" from December thru February

6. Do not mow areas during rain events. Contractor shall adjust their work force in order to accomplish those activities that are not affected by weather. Contractor shall notify the City of all mowing missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within three working days, weather permitting.

7. Turf areas shall be inspected for all potential hazards such as holes, gopher mounds, rocks, glass, nails, or other debris prior to and after each mowing. All hazardous material shall be immediately removed by contractor. Contractor shall fill holes, knock down and grade gopher mounds.

8. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located with in the turf areas such as irrigation heads, irrigation valve boxes, quick couplers boxes, electrical boxes or fixtures.

9. The Contractor shall be responsible for edging all turf grass areas. All turf grass shall be edged along sidewalks, walls, fences, planters, rocks, paved and hard surface areas, irrigation related boxes, sprinkler heads and other features concurrently with the mowing operation at each location.

10. Sprinkler heads shall be kept free of grass and any debris to allow for proper operation and coverage.

11. Curbs, gutters, walkways, and all hardscape areas shall be cleaned free of accumulated grass clipping upon completion of each mowing operation. Grass clippings shall not be left on any area overnight.

The following areas have specific mowing/maintenance requirements as noted.

12. LMD Zone 9- LAUREL VALLEY

    Mowing frequency shall be mowed per the following schedule:

    - Area A (Turf grass): Follow specifications in Section K.
    - Area B (Plateau grass): Once a month.
    - Area C (Slope areas): Shall be weed whipped once a month.
    - Area D (Groundcover slope areas): Follow specification in Section I.

13. LMD Zone 11 - PARKWOOD

    a. The open space areas identified as lots 40, 88A, 888, 130, 225, and 262 shall be mowed per the following turf schedule:

        - March thru November..... Every two weeks (total of 20 mowings)
        - December thru February..... One time per month (total of 3 mowings)

    b. The storm drain channels up to the main channel crossing at Conway Drive shall be kept clean of all debris, sedimentation and unwanted vegetation.

    c. Contractor shall be responsible for performing weed abatement channel maintenance by weed whipping a minimum of once a month or as needed to maintain a weed free condition.

    d. The open space areas identified as lots 60 and 169 that contain Eucalyptus groves shall be mowed per the following annual grasses and weeds schedule:

        - Twice during the year at a time specified by the City. This normally will occur during the early Spring and early Summer months.

14. LMD Zone 12- REIDY CREEK

a. All culverts, drains, outlets in the Reidy Creel Environmental Channel shall be kept clean of all litter and debris. Plant material, such as cattails, woody plants, and grasses that impede water flow will be removed from culverts and drains.

b. All groundcover and slope areas starting from creek line to property line in the Reidy Creek environmental channel shall be mowed nine times per year. The actual schedule for these mowings will be coordinated with the City.

c. Invasive plant species treatments shall be considered to be extra work may be performed by the Contractor at the discretion and approved by the City, City forces, or by competitive bid at the sole discretion of the City. Invasive plant species treatments shall occur three times a year, but can vary depending on invasive plant growth rates. Typically, treatments shall occur per the following schedule:

- March
- June
- September

d. The treatment will consist of treating or removing the following:

- Mexican Flam Palm *(Washingtonia and Phoenix spp.)* resprouts and seedlings
- Yellow Flag Iris *(Iris pseudacorus)* resprouts
- Giant Reed *(Arundo donax)* resprouts
- Castor Bean (Ricinus communis)
- Eurasian Blackberry *(Rubus arrneniacus)*
- Japanese Honeysuckle *(Fallopiajaponica)*

e. The Contractor shall possess a valid Qualified Applicator License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office. It is the responsibility of the contractor to possess the correct necessary licenses to apply the effective product.

f. Contractor shall use a chemical treatment that is aquatic safe and the following recommendations are below:

Invasive Species	Application	Herbicide Treatment a uatic safe
Yellow Flag Iris	Spray	4% glyphosate + surfactant
Eurasian Blackberry	Spray	1% glyphosate + surfactant
Reed Arundo	Spray	5% glyphosate + surfactant

15. LMD Zone 19- BROOKSIDE I and BROOKSIDE 11

a. Turf areas shall be mowed per the following schedule:

- January thru December..... Weekly (total of 52 mowings)
- Edging along sidewalks, walls, fences, planters, rocks, paved and hard surfaces, and other features shall be done each time the turf grass is mowed.

L. TRAIL DECOMPOSED GRANITE {DG) WALKWAY, PET WASTE RECEPTACLE MAINTENANCE

1. Trail and DG walkways shall be clean and free from debris and weeds on a bi-weekly basis.

2. Contractor shall apply pre and post emergent systemic herbicide as needed or by the request of the City at no additional charge. Preventive and post weed control is the responsibility of the Contractor. Any pre and post emergent herbicide used will be considered a weed management tool.

3. Spot treat or mechanically remove weeds as necessary. Hand weeding or spot treatment of areas shall be controlled by hand or mechanical methods. However, manual weed control shall not be substituted for herbicide applications.

4. Contractor will perform regular maintenance to maintain a safe and level grade on all DG walkways, and will rake the DG walkways in accordance to maintain a safe and level grade, including following all inclement weather conditions. Contractor shall notify the City of dates of planned maintenance in advance.

5. Any patching or replacement of DG due to conditions or circumstances beyond the Contractor's control shall be replaced at City expense by the Contractor after approval by the City. DG material shall be of like kind to existing. An approved stabilizer product will be used in order to maintain a compact and uniform surface.

6. Contractor shall empty pet waste receptacles and replace can liners a minimum of three times a week: Monday, Wednesday, and Friday. Liners shall be provided by the contractor and be commercial grade (heavy duty), black in color, with a minimum 1.5 Mil thickness or better to contain waste without tearing.

M. STORM WATER STRUCTURAL BMPs (SWALES, V-DITCH, DRAINS AND BASINS (DEBRIS, RETENTION, DETENTION, AND CATCH BASINS)}

1. Contractor shall maintain all storm water structural BMPs (swales, V-ditch, drains, and basins) in specified maintenance area as part of their regular maintenance to insure operable flow. Operations shall insure that swales and drains are maintained free of sand, mud, rocks, and miscellaneous debris so that water will have unimpeded passage to its outlet.

2. Drains, V-ditches, grates, and/or collection boxes shall be inspected and cleaned, cleared of all debris as needed.

3. Debris basins, retention basins, and detention basins shall be kept clear of all debris, including but not limited to leaf litter, trash, and tree branches. Contractor shall string trim or mow the bottom of all basins as part of their regular maintenance. Contractor shall remove all trimmings.

4. Contractor shall maintain all tree, shrub, and ground cover areas, including accompanying irrigation systems with in all debris basins, retention basins, and detention basins as described herein.

5. City will perform a mandatory annual inspection and certification to verify regular maintenance each year, typically prior to the rainy season after October.

N. DISEASE AND PEST CONTROL

1. The Contractor shall regularly inspect all plants for presence of pest, disease or insect infestation.

2. The Contractor shall advise the City of disease or infestation and specify control measures to be taken. Upon approval, the Contractor shall implement the approved control measures exercising extreme caution in the application of spray material, dusts, or other materials utilized. This work will be considered an extra and may be billed as such with prior approval of the cost by the City.

3. All work involving the transport and use of pesticide and insecticide shall be in compliance with all Federal, State, County, and local laws. The Contractor shall possess all valid State and County licenses and permits required to transport and for application operations.

4. The Contractor shall utilize all safeguards necessary during disease or insect control operations to ensure the safety of the public and employees of the Contractor. Care shall be taken that no puddles or pools of water that contain chemical residue remain after completion of applications of any harmful chemicals. Also, no permanent sterilant chemicals shall be used. No chemicals shall stain or cause to stain any concrete, brick, boulders, rocks, pavement, controllers, or landscape plant material, or cause damage to same. As previously noted, the Contractor shall hold the City harmless for any damage and will repair or replace, as applicable, any damage caused by the use of chemicals.

5. The Contractor shall possess a valid Qualified Applicator License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office. A Qualified Applicator License is required to apply restricted materials. It is the responsibility of the contractor to possess the correct necessary licenses to apply the effective product. Example: for the gas type method of treatment for gophers, Aluminum Phosphide is a restricted product, the correct license would be required to apply this product.

0. REPLACEMENT OF PLANT MATERIAL

1. The Contractor shall replace at the Contractor's cost any tree, shrub, or ground cover plant, which is damaged or lost as a result of faulty maintenance. Dead plant material must be reported to the City within 72 hours. The plant must be removed and replaced within seven days after City's approval of the work.

2. Any plant damaged or lost by conditions or circumstances beyond the Contractor's control shall be replaced at City expense by the Contractor after approval by the City.

3. In order to ensure maximum healthy growth and overall aesthetic appearance of plantings in the work area, it may be desirable to replace certain plants. The City shall determine the necessity or desirability of such plant replacement. The Contractor will be responsible for the maintenance of the replacement plants at no extra cost to the City.

P. FERTILIZATION

1. Contractor shall be responsible for fertilization in all landscape areas within the specified maintenance area. The cost of fertilizer and application labor is the responsibility of the contractor.

2. One month prior to scheduled fertilization, Contractor shall notify the City in writing of application date, location, fertilizer formula to be applied and amount applied for each location. The contractor shall provide invoices or other documentation to verify fertilizer quantity purchased.

3. Turf fertilization schedule shall be accomplished three times a year with the following formula and intervals:

Type and Source	Time of Year
3-1-2 Commercial	April, August, October

4. Planter area fertilization schedule shall be accomplished three times a year with the following formula and intervals:

Type and Source	Time of Year
1-1-1 Commercial	April, August, October

5. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Fertilizer shall be evenly broadcast at the rate recommended on the manufacturer's label. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil.

Q. DISPOSAL AND RECYLING RESPONSIBILITY

1. In compliance with the Escondido Municipal Code (Chapter 14, Section 5) and state law (SB 1383) require residents, contractors and/or business owners to recycle organic waste, which includes landscape materials, food waste, food-soiled paper, and untreated wood.

2. Contractor is responsible for properly disposing and recycling green waste including but not limited to: grass clippings, brush, weeds, hedge trimmings, leaves, palm fronds, non-hazardous wood, like branches, untreated wood, and clean wood with either the City's franchised waste hauler or by self-hauling to an authorized recycling facility.

3. Contractor shall submit documentation such as copies of green waste weight tickets with monthly maintenance invoicing.

R. PERFORMANCE DURING INCLEMENT WEATHER

1. During periods when inclement weather hinders normal operations, the Contractor shall adjust their workforce in order to accomplish other maintenance tasks that are not affected by weather. Contractor shall reschedule and complete all maintenance tasks that were not completed on the next available day that weather conditions permit such activities.

2. Failure to adjust the work force and demonstrate that adequate progress has been completed, or failure to reschedule maintenance tasks, shall result in deduction of payment.

S. INSPECTIONS AND MEETINGS

1. The City shall conduct regularly scheduled inspections of the zones. Inspection reports depicting any and all deficiencies will be shared with the Contractor as they arise. The Contractor shall correct discrepancies and deficiencies within three days of the date of notice by the City.

2. Monthly meetings will be scheduled between the City and the Contractor to discuss the overall maintenance services, including, but not limited to: landscape condition, plant health, watering schedules, presence of weeds, litter and debris, fertilization, pesticide use and program, and mowing schedules.

T. FAILURE TO PERFORM SATISFACTORILY

1. The City may deduct from the Contractor's monthly payment for instances where the Contractor has failed to meet the work schedule and/or provide the required services.

2. The City will contact the Contractor by email or letter stating there has been a violation in the contracted work schedule and/or a failure to meet maintenance standards. The City will give the Contractor three days to make the correction unless additional time is approved by the City. Failure to make the correction may result in a deduction in payment equal to weekly cost breakdown from contractor's monthly rate for the zone.

3. The City will notify the Contractor prior to any deductions to allow for explanations. Subsequent violations may result in the City terminating the contract.

U. EMERGENCY CALLS

1. The Contractor shall have the capability to receive and to respond immediately to call of an emergency nature during normal working hours of 7 a.m. to 6 p.m. and after hours.

2. Contractor shall provide a 24-hour emergency contact person, who is familiar with the City's maintenance operation with phone number (not an answering service) for outside of normal working hours, including weekends and holidays.

3. During an after-hours emergency situation, the Contractor shall provide on-the-job response time of no more than one hour maximum upon notification by the City.

V. PERSONNEL, VEHICLE, TRAINING, LICENSE, AND PERMIT REQUIREMENTS

1. The Contractor must have a C-27 license.

2. The Contractor shall possess a valid Qualified Applicator License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office.

3. The Contractor shall furnish five copies of the appropriate documentation and employee training certifications in the following areas:

    - Recycled Water

- Annual Pesticide Handler Training
- Traffic Safety
- Specialized Equipment - Motorized equipment, riding mower, push mower, string trimmer, chainsaw, hand tools, etc.

4. The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, on schedule and to the satisfaction of the City, all work required under this contract during normal working hours and after hours.

5. The Contractor shall have competent supervisors, and/or foremen, who may be working supervisors, who are capable of discussing in English matters pertaining to this contract. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of maintenance staff.

6. All such personnel shall be physically able to do their assigned work. The Contractor and his/her employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. They shall be fully clothed in suitable uniform attire with a company-identifying marker.

7. The City shall require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City of Escondido.

8. Contractor shall clearly identify each vehicle and equipment including but not limited to: ride on mowers, tractors, trailers) with company decals on exterior right and left door panels, identifying the Contractor's name and phone number.

W. DAMAGE, VANDALISM, THEFT, AND GRAFFITI

1. The City shall be notified immediately by the Contractor in regards to any acts of damage, vandalism, theft, graffiti, or circumstances beyond the control of Contractor to City landscaping, irrigation system, or other improvements observed or found by the Contractor, regardless of the cause.

2. Contractor shall prepare a written report within one (1) business day with the following information, but not limited to:

    - Description of the location,
    - Date and time observed,
    - Item(s) or components(s) damaged or stolen,
    - Photo documentation

3. The City will verify the circumstances of the damage and pending approval, will reimburse the Contractor upon receipt of an approved invoice from the Contractor itemizing the labor and materials involved. Compensation for materials shall be the wholesale cost of just replacement item(s) (not including sales taxes) plus fifteen percent (15%) for the Contractor's cost of handling.

X. TRAFFIC CONTROL

1. Contractor shall obtain an annual City Encroachment Permit and adhere to such conditions.

2. The Contractor will be responsible for providing and employing approved traffic control methods established for the conditions under which the Contractor is working, i.e. parkways and medians.

Y. EXTRA WORK

1. The Contractor shall not have the exclusive right to perform extra work. Extra work may be performed by the Contractor at the discretion and approved by the City, City forces, or by competitive bid at the sole discretion of the City.

2. Extra work outside the performance requirements such as, but not limited to: irrigation repair, shrub and tree planting, renovation, and improvement, shall be required on occasion.

3. Contractor shall provide before and after photos of extra work at no additional costs.

4. The costs for such extra work shall be based on material and labor costs and shall be agreed to in a written proposal prior to commencement of said extra work. Only those extra work items approved in writing on City Work Order from or other form approved by the City, prior to the star of work, shall be considered for payment.

5. The City will reimburse the Contractor upon receipt of an approved invoice from the Contractor itemizing the labor and materials involved. Compensation for materials shall be the contractor's whole cost the item(s), plus 15% for the Contractor's cost of handling (including drive time).

6. Extra work invoices shall indicate the zone number and location, date of repair request, date of completed repair, valve number and location (if necessary), labor and material costs, copy of contractor materials invoice(s), and before and after photos of work.

7. Extra work invoices shall be invoiced separately from the monthly maintenance invoice.

Z. PAYMENT TERMS, REPORTING AND INVOICING REQUIREMENTS

1. The Contractor shall be paid monthly for work performed satisfactorily under this contract.

2. At the completion of each month, the Contractor shall submit as part of their monthly maintenance invoice the following items:

   - Monthly Maintenance Completion Report, detailing work completed dates and type of work completed.
   - Next month Maintenance Schedule, detailing scheduled dates and type of work report of maintenance performed.
   - Bi-weekly Irrigation Reports per zone.
   - Monthly disposal and recycling documents.
   - These reports shall be accompanied by a billing in accordance with the contract price for the work performed and shall become the basis for payment.

Makelele Unit Price List

Makelele Systems Landscape & Maintenance, Inc.
760.208.8749 * CA. License No. 987557 * QAL No. 145564 (B + C)
SOS Entity No. C3675404 * DIR No. 1000028415
City of SD SLBE No. 14MS1248 * SB (Micro - CA DGS) Cert No. 2012569
City of San Diego Business Tax Certificate No. B2015030954
Mailing Address: PO Box 2044, San Marcos, California 92079
makelele@makelelesystems.com

Date: 04 March 2026
Proposal No.: n/a
Project Name: City of Escondido General Services Pricing Sheet
Project Location: LMD Zones
Project Owner: City of Escondido
Admin Reference: TBD
Scope Reference: TBD

Service Type	Description	Unit of Measure	Material Sum $$	Labor Sum $$	Combined Total $$
Irrigation Repair	1804-SAM-PRS	Per Unit	$14.50	$30.00	$44.50
Irrigation Repair	1806-SAM-PRS	Per Unit	$22.50	$30.00	$52.50
Irrigation Repair	1812-SAM-PRS	Per Unit	$26.50	$30.00	$56.50
Irrigation Repair	Nozzle with MP Rotator	Per Unit	$7.50	$25.00	$32.50
Irrigation Repair	Replace Shrub Rotator (RainBid 5000S or equal)	Per Unit	$15.00	$25.00	$40.00
Irrigation Repair	Replace 6" Rotor (RainBid 5006 SAM or equal)	Per Unit	$20.00	$30.00	$50.00
Irrigation Repair	Replace 12" Rotor (RainBid 5012 SAM or equal)	Per Unit	$23.00	$35.00	$58.00
Irrigation Repair	Replace 1" In-Line plastic remote control valve	Per Unit	$95.00	$175.00	$270.00
Irrigation Repair	Replace 1.5" In-Line plastic remote control valve	Per Unit	$135.00	$240.00	$375.00
Irrigation Repair	Replace 2" In-Line plastic remote control valve	Per Unit	$195.00	$300.00	$495.00
Enhancement	Furnish and install one cubic yard of shredded mulch (standard)	Cubic Yard	$20.00	$60.00	$80.00
Enhancement	Install one cubic yard of shredded mulch only	Cubic Yard	$0.00	$60.00	$60.00
Enhancement	Furnish and install one cubit yard of premium mulch (gorilla hair or equal)	Cubic Yard	$100.00	$60.00	$160.00
Enhancement	Furnish and install one cubic yard of bark	Cubic Yard	$35.00	$60.00	$95.00
New Planting	Furnish and install 36" box tree with stakes, ties and amendments (standard / single)	Per Unit	$1,195.00	$475.00	$1,670.00
New Planting	Furnish and install 24" box tree with stakes, ties and amendments (standard / single)	Per Unit	$275.00	$140.00	$415.00
New Planting	Furnish and install 24" box tree with stakes, ties and amendments (premium / multi)	Per Unit	$375.00	$140.00	$515.00
New Planting	Furnish and install 15-gallon tree with stakes, ties and amendments (standard / single)	Per Unit	$155.00	$85.00	$240.00
New Planting	Furnish and install 15-gallon tree with stakes, ties and amendments (premium / multi)	Per Unit	$155.00	$85.00	$240.00
New Planting	Furnish and install 15-gallon shrub with amendments	Per Unit	$120.00	$55.00	$175.00
New Planting	Furnish and install 05-gallon shrub with amendments	Per Unit	$28.00	$40.00	$68.00
New Planting	Furnish and install 01-gallon shrub with amendments	Per Unit	$12.00	$25.00	$37.00
New Planting	Furnish and install 01 flat of groundcover and amendments	Per Unit	$42.00	$92.00	$134.00
Enhancement	Stabilized California Gold - Desert Gold DG	Cubic Yard	$115.00	$140.00	$255.00
Enhancement	Non-Stabilized California Gold - Desert Gold DG	Cubic Yard	$75.00	$140.00	$215.00
Enhancement	2x4x16 Redwood edging	Per Unit	$45.00	$100.00	$145.00

STAFF REPORT

June 24, 2026
File Number 0600-10; A-3598

SUBJECT

PUBLIC SERVICES AGREEMENT FOR SENIOR TRANSPORTATION

DEPARTMENT

Community Services Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-101 authorizing a Public Services Agreement with Full Access & Coordinated Transportation, Inc., dba Facilitating Access to Coordinated Transportation in the amount of $253,422 for transportation services for seniors to and from the Park Avenue Community Center to participate in the Senior Nutrition Program.

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

Presenter: Nicole White, Community Services Manager

ESSENTIAL SERVICE – No

COUNCIL PRIORITY – Build Trust and Accountability; Financial Stewardship

FISCAL ANALYSIS

In April 2024, the City was awarded a County of San Diego Aging and Independent Services grant of $77,817 annually, with funding continuing through March 2028, to help offset contract costs to the General Fund.

PREVIOUS ACTION

On April 3, 2024, the City Council approved Resolution No. 2024-29, authorizing the Mayor to execute, on behalf of the City, an agreement (County Contract No. 570894) with the County of San Diego for the Older Californians Nutrition Program. This agreement provides transportation services for Escondido seniors to and from Park Avenue Community Center as part of the Senior Nutrition Program.

BACKGROUND

The City has offered the Senior Nutrition and Transportation Program for over 40 years. Escondido seniors, who are faced with food scarcity and economic challenges, find it difficult to make ends meet on a fixed income. The transportation and meal services offered through the Senior Nutrition and Transportation

CITY of ESCONDIDO

STAFF REPORT

Program present a solution for Escondido seniors to access good nutrition and combat isolation in a positive environment. As a result of this service, the senior community can continue to be an active participant in the City's economic and civic growth.

In 2022, a Public Services Agreement was executed with Full Access & Coordinated Transportation, Inc., dba Facilitating Access to Coordinated Transportation ("FACT") to transport seniors to and from the Park Avenue Community Center for nutritional senior meal service. The term of the agreement was for one year, with three additional one-year option periods.

The term of the agreement is ending. A Request for Proposals ("RFP") was issued by City staff in May 2026. Two proposals were received. After reviewing the proposal, FACT was determined to be the only responsive bidder and its proposal fulfills the service needs. Therefore, staff is recommending the contract be awarded to FACT.

The cost of the first year of the agreement will be $253,422. This agreement is for three years with two optional one-year renewal periods at a rate not to exceed 5% of the preceding agreement period.

RESOLUTIONS

a. Resolution No. 2026-101
b. Resolution No. 2026-101—Exhibit "A"—Public Service Agreement with FACT

RESOLUTION NO. 2026-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC SERVICES AGREEMENT WITH FULL ACCESS & COORDINATED TRANSPORTATION, INC. DBA FACILITATING ACCESS TO COORDINATED TRANSPORTATION

WHEREAS, the City of Escondido ("City") is a Live Well San Diego partner and recognizes the importance of providing older adults with access to nutritious meals and transportation services in a congregate setting to improve health outcomes and reduce social isolation; and

WHEREAS, the City desires to support the Older Californians Nutrition Program at the Park Avenue Community Center by ensuring reliable transportation services for participating seniors; and

WHEREAS, Full Access & Coordinated Transportation, Inc. ("FACT") has submitted a responsive and responsible proposal to provide specialized senior transportation services; and

WHEREAS, the City Council finds that entering into a Public Service Agreement ("Agreement") with FACT to provide transportation services for older adults traveling to and from the Park Avenue Community Center supports the successful implementation of the nutrition program; and

WHEREAS, the City Council deems it to be in the best public interest to approve the Agreement to provide transportation services that facilitate access to nutritionally balanced meals and critical social services for Escondido seniors.

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

1. That the above recitations are true.

2. That the City Council authorizes the Mayor to execute, on behalf of the City, the Agreement for senior transportation services attached as Exhibit “A” in substantially similar form as approved by the City Attorney.

CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Nicole White
760-839-4534
("CITY")

And: Full Access & Coordinated Transportation, Inc.
a California nonprofit corporation
dba Facilitating Access to Coordinated Transportation (FACT)
516 Civic Center Drive
Oceanside, CA 92054
Attn: Arun Prem
760-754-1252
("CONTRACTOR").

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

WHEREAS, the Parties desire to enter into this Agreement for the performance of the Services described herein.

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

1. Description of Services. CONTRACTOR shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **$655,342**. CONTRACTOR 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. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.

4. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONTRACTOR with 10 days' advance written notice. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.

5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.

6. Insurance Requirements.

   a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

      (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than $2,000,000 per occurrence and $4,000,000 general aggregate.

      (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

      (3) *Workers' Compensation*. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

      (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.

   b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

      (1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.

      (2) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the

addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

(3) *Primary Coverage*. CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(4) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

(5) *Subcontractors*. If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(6) *Waiver of Subrogation*. CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.

(7) *Self-Insurance*. CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.

(8) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the CITY.

c. *Verification of Coverage*. At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

d. *Special Risks or Circumstances*. The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

e. *No Limitation of Obligations*. The insurance requirements in this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.

f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall

be a material breach of this Agreement. In the event that CONTRACTOR fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

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

   a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.

   b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

   c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

9. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

10. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

11. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.

12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

13. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

14. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

15. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

17. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

18. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.

19. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

20. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONTRACTOR 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 CONTRACTOR to comply with this section.

21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at http://www.dir.ca.gov/oprl/dprewagedetermination.htm and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be

authorized to perform the Services in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONTRACTOR agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

23. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

_____
Dane White, Mayor

FULL ACCESS & COORDINATED TRANSPORTATION, INC.

Date: _____

_____
ARUN PREM, CEO

Date: _____

_____
Dave Roberts, Secretary

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

Facilitating Access & Coordinated Transportation, Inc., a California nonprofit corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") transportation for individuals over sixty-years of age ("Seniors") to and from the Park Avenue Community Center, home of the Escondido Senior Center, Monday through Friday, excluding recognized holidays.

B. Location

Contractor will provide services to and from the Park Avenue Community Center located at 21O E. Park Ave, Escondido, CA 92025, and eligible Senior residences within the approved service area.

C. Services

Contractor shall provide transportation services as follows:

1. Contractor shall provide curb-to-curb service to and from the Senior's home and the Park Avenue Community Center. Contractor will transport Seniors who live within the City of Escondido that have an Escondido address;
2. The City shall provide Contractor with a list of Seniors that have qualified to utilize the transportation services provided under this Fourth Amendment. The City shall provide Contractor with an updated list on a monthly basis or sooner as may be necessary. Contractor shall contact Lina Ildefonso at 760-839-4207, or designated representative for verification of any individual not listed to validate transportation service as needed;
3. Contractor shall use any combination of sedans and vans that are capable of transporting Seniors. Contractor shall pursue vendors with paratransit/ADA vehicles that will accommodate Seniors' mobility and accessibility needs (e.g. wheelchairs, walkers, scooters, etc.) and notify the City once acquired for use as a part of the service.
4. Contractor shall provide transportation services Monday through Friday, except on designated City holidays as described in Section D of this Scope of Work, as follows:
5. Contractor shall pick-up Seniors and drop them off at the Park Avenue Community Center between the hours of 8 a.m. and 11 a.m. ("Morning Drop Offs"); and
6. Contractor shall pick up Seniors from the Park Avenue Community Center and return them to their respective homes between the hours of 12 p.m. – 2:30 p.m. ("Return Service").
7. Contractor shall make appropriate accommodations for Seniors with mobility issues that may include but not limited to wheelchairs, walkers, and canes.
8. If Contractor sends a vehicle to provide Senior transportation services that is not able to accommodate the Senior's mobility assistive device (e.g. wheelchair, cane, scooter, or walker, after being given at least 24 hours' notice of the Senior's mobility assistive devise, then City will not be charged a late or cancellation fee.

9. Contractor may allow rideshare opportunities amongst designated Senior participants of the City's transportation program. Ridesharing amongst individuals who are not Senior participants of the City's transportation program is strictly prohibited.
10. Contractor will provide the City with daily rider logs that include serviced Seniors' names and how many one-way trips each Senior was provided per day. These logs are due to the City no later 2 p.m. the following business day.
11. The City shall provide reservation requests via email for the week by 2 p.m. on Thursday of the preceding week. Updates may be provided throughout the remainder of the week up to 4 p.m. the day prior to the trip.
12. Contractor shall direct Seniors wishing to provide donations for transportation services to City staff for acceptance.
13. Contractor shall instruct drivers to provide Seniors with appropriate assistance in entering and exiting the driver's vehicle and as-needed assistance from the driver's vehicle to the Senior's residence.

D. Scheduling

Contractor will provide transportation services Monday through Friday, except for the following City-recognized holidays:

Friday, July 3, 2026 - Independence Day (observed)
Monday, September 7, 2026 - Labor Day
Wednesday, November 11, 2026 - Veterans' Day
Thursday, November 26, 2026 - Thanksgiving Day
Friday, November 27, 2026- Day After Thanksgiving
Friday, December 25, 2026 - Christmas Day
Friday, January 1, 2027 - New Year's Day
Monday, January 18, 2027- Martin Luther King Day
Monday, February 15, 2027 – Presidents' Day
Monday, May 31, 2027 - Memorial Day

Inquiries relating to this Agreement shall be directed to Lina Ildefonso, Lina.Ildefonso@escondido.gov, 760-839-4207.

E. Contract Price and Payment Terms

The contract price of this Agreement shall not exceed **$655,342.**$207,880 per year.

The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed based on the following rates, which shall remain firm throughout the term of this Agreement.

Service	Rate
Transportation Services (ambulatory)	$27.00
Transportation Services with ADA vehicles	$32.00
Late Cancellation or No Show for Transportation Services	Full one-way fare if cancelled within 1 hour of scheduled pick-up.

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

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **June 30, 2029 ("Initial Term").**

City and Contractor may agree to extend the Initial Term of this Agreement for two additional on year periods ("Renewal Periods"). Renewal Periods will require City and Contractor to enter into amendments of this Agreement pursuant to Section11 (Amendments) at least 60 days prior to the termination of the preceding term. Either party may, at that time, decline to extend this Agreement, and such declination would render the renewal option null and void.

The optional Renewal Periods will be subject to the following price increase terms:

A. *Renewal Period 1 (July 2029 – June 2030) increase*: Contractor stipulates that the cumulative total of Renewal Period 1 increases would not exceed 5% of the prices in effect at the end of the initial period.
B. *Renewal Period 2 (July 2030 – June 2031) increase*: Contractor stipulates that the cumulative total of Renewal Period 1 increases would not exceed 5% of the prices in effect at the end of the initial period.

G. Other

The services under this Agreement shall be provided in connection with the Senior Nutrition Transportation Program ("Program") which is partially funded by the County of San Diego ("County").

Contractor acknowledges that the term of this Agreement may extend over multiple City fiscal years, and that work and compensation under this Agreement is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. The City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

As a subcontractor of the City, Contractor acknowledges and agrees that it shall be subject to all clauses, restrictions, mandates, terms, requirements, and conditions of the Older Californian's Nutrition Program Agreement between the County of San Diego and the City (referred to herein as "Contract No. 570894"), which is incorporated herein by this reference.

Contractor acknowledges that it has reviewed and shall comply with all applicable terms and requirements of Contract No. 570894 (herein incorporated by reference as Exhibit 1), including but not limited to Articles 3, 7, 8, 9, 10, 11, 12, 13, 14, 16, and section 4.16 of Article 4.

STAFF REPORT

June 24, 2026
File Number 0600-10; A-3599

SUBJECT

PUBLIC SERVICES AGREEMENT EXTENSION FOR SENIOR NUTRITION

DEPARTMENT

Community Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-102 authorizing the Fifth Amendment to Public Services Agreement with HumanGood SoCal, dba Redwood Senior Homes and Services in the amount of $68,000 for preparation and delivery of Senior Nutrition Program meals to the Park Avenue Community Center.

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

Presenter: Nicole White, Community Services Manager

ESSENTIAL SERVICE – No

COUNCIL PRIORITY –Build Trust and Accountability; Financial Stewardship

FISCAL ANALYSIS

In April 2024, the City was awarded a County of San Diego Aging and Independent Services grant of $215,910.20 annually, with funding continuing through March 2028, to help offset contract costs to the General Fund.

PREVIOUS ACTION

On June 22, 2022, the City Council adopted Resolution No. 2022-80 authorizing the Mayor, on behalf of the City, to execute a Public Services Agreement with HumanGood SoCal, dba Redwood Senior Homes and Services for preparation and delivery of Senior Nutrition Program meals to the Park Avenue Community Center.

On April 3, 2024, the City Council adopted Resolution No. 2024-29, authorizing the Mayor, on behalf of the City, to execute an agreement (County Contract No. 570894) with the County of San Diego for the Older Californians Nutrition Program. This agreement provides nutrition services for Escondido seniors to and from Park Avenue Community Center.

CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

The City of Escondido has offered a Senior Nutrition Program for more than 40 years, providing nutritious meals and social engagement opportunities for older adults. Many seniors in the community face food insecurity and financial challenges due to fixed incomes. The program helps address these needs by providing consistent access to nutritious meals and a welcoming environment that reduces social isolation.

The City recently conducted a Request for Proposals ("RFP") to identify a qualified vendor to provide senior meal preparation and delivery services for the next contract term. However, the RFP process did not yield enough responsive and qualified bids to allow staff to make a fully informed recommendation for a long-term award.

To ensure continuity of service while maintaining procurement integrity, staff recommends a short-term extension of the current agreement with HumanGood SoCal, dba Redwood Senior Homes and Services ("Redwood") through September 30, 2026. Redwood has demonstrated experience and reliability in delivering these services under the existing agreement and can continue operations without disruption.

This extension will provide sufficient time for staff to:

- Research vendors utilized by other municipalities to identify additional qualified providers
- Refine the scope of work
- Reissue the RFP to encourage broader and more competitive participation

This extension ensures the continued delivery of reliable, high-quality nutrition services and a welcoming environment that supports the health, well-being, and social connection of Escondido's senior community.

RESOLUTIONS

a. Resolution No. 2026-102
b. Resolution No. 2026-102—Exhibit "A"—Public Services Agreement

RESOLUTION NO. 2026-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, THE FIFTH AMENDMENT TO PUBLIC SERVICES AGREEMENT WITH HUMANGOOD SOCAL, DBA REDWOOD SENIOR HOMES AND SERVICES

WHEREAS, the City of Escondido ("City") is a Live Well San Diego partner and recognizes the importance of providing older adults with access to nutritious meals in a congregate setting to improve health outcomes and reduce social isolation; and

WHEREAS, the City desires to support the Older Californians Nutrition Program at the Park Avenue Community Center by ensuring reliable meal service for participating seniors; and

WHEREAS, the City conducted a Request for Proposals ("RFP") process to procure senior meal services; however, the RFP did not yield sufficient responsive and qualified proposals to support a long-term contract award; and

WHEREAS, on June 22, 2022, the City Council approved Resolution No. 2022-80 authorizing Public Services Agreement with HumanGood SoCal, dba Redwood Senior Homes and Services for preparation and delivery of Senior Nutrition Program meals to the Park Avenue Community Center.

WHEREAS, in order to ensure continuity of senior nutrition services while staff evaluates options and conducts additional outreach, it is necessary to extend the existing agreement with HumanGood SoCal, dba Redwood Senior Homes and Services on a short-term basis with the Fifth Amendment to Public Service Agreement with HumanGood SoCal ("Agreement"); and

WHEREAS, it is deemed to be in the best public interest to approve an extension of the Agreement to continue to provide meal services for Escondido seniors.

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

1. That the above recitations are true.

2. That the City Council authorizes the Mayor to execute, on behalf of the City, the Agreement for senior transportation services attached as Exhibit “A” in substantially similar form as approved by the City Attorney.

CITY OF ESCONDIDO
FIFTH AMENDMENT TO PUBLIC SERVICES AGREEMENT

This fifth Amendment to Public Services Agreement ("fifth 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: Nicole White
760-839-4534
("CITY")

And: HumanGood SoCal
A California nonprofit corporation
710 W 13th Avenue
Escondido, CA 92025
Attn: Michael Kevorkian
760-747-4306
("CONTRACTOR ").

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

WHEREAS, the Parties entered into that certain Public Services Agreement dated July 22, 2021, which was subsequently amended by a First Amendment dated July 27, 2022, and a Second Amendment dated August 7, 2023, which was subsequently amended by a Third Amendment dated August 5, 2024 and a Fourth Amendment dated July 5, 2025 ("Agreement"), wherein CITY retained CONTRACTOR to provide services for nutritionally balanced meals as part of the City's Senior Nutrition Program, 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 fifth 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 CONTRACTOR will furnish all of the Services described in "Attachment A" to this fifth

Amendment.

2. The CITY will compensate the CONTRACTOR in an additional amount not to exceed the sum of $68,000, pursuant to the conditions contained in “Attachment A” to this fifth Amendment.

3. All other terms of the Agreement not referenced in this fifth Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this fifth Amendment, this fifth Amendment shall prevail.

4. This fifth 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 fifth 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 fifth 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 fifth Amendment, the effective date of this fifth Amendment shall be the latest date of execution set forth by the names of the signatories below.

(Signature Page Follows)

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

CITY OF ESCONDIDO

Date: _____

_____
Dane White, Mayor

Date: _____

_____
Signature

_____
Michael Kevorkian, Executive Director

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

BY: _____

DATE: _____

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

ATTACHMENT "A"

Scope of Work

A. **General**

HumanGood SoCal., a California nonprofit corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with nutritionally balanced meals as part of the City's Senior Nutrition Program.

B. Location

Contractor will deliver prepared meals to the Park Avenue Community Center located at 210 E. Park Avenue, Escondido, CA 92025 (Park Avenue Community Center).

C. Services

Contractor shall provide services as more particularly described in the Public Services Agreement between the Parties dated July 22, 2021.

D. Scheduling

Contractor will provide meal services Monday through Friday except for the following City-recognized holidays:

Friday, July 3, 2026 - Independence Day (recognized)
Monday, September 7, 2026 - Labor Day

Inquiries related to scheduling or coordination matters, may be directed to Lina Ildefonso 760-839-4207 or lina.ildefonso@escondido.gov.

E. Contract Price and Payment Terms

The contract price of this Fifth Amendment shall not exceed **$68,000.** The contract price of this Fifth Amendment ($68,000) plus the contract price of the Agreement ($197,737), First Amendment ($230,000), Second Amendment ($248,860), Third Amendment (269,515), and Fourth Amendment ($290,890) shall bring the total contract price to **$1,305,002.**

The contract price of this Fifth Amendment includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed based on the following rates.

Service	Rate
Congregate Meals	$9.38 per meal
Meal Delivery Charge	$25.78 per day

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

F. Term

The term of this Fifth Amendment shall be from **July 1, 2026 to September 30, 2026.**

G. Other

As a subcontractor of the City, Contractor acknowledges and agrees that it shall be subject to all clauses, restrictions, mandates, terms, requirements, and conditions of the Older Californian's Nutrition Program Agreement between the County of San Diego and the City (referred to herein as "Contract No. 570894"), which is incorporated herein by this reference.

Contractor acknowledges that it has reviewed and shall comply with all applicable terms and requirements of Contract No. 570894 (herein incorporated by reference as Exhibit 1), including but not limited to Articles 3, 7, 8, 9, 10, 11, 12, 13, 14, 16, and section 4.16 of Article 4.

STAFF REPORT

June 24, 2026
File Number 0600-10; A-3594

SUBJECT

PURCHASE TRAFFIC SIGNAL CONTROLLERS FOR THE CITYWIDE TRAFFIC SIGNAL COMMUNICATIONS IMPLEMENTATION PROJECT

DEPARTMENT

Public Works

RECOMMENDATION

Request that the City Council adopt Resolution No. 2026-118, authorizing the Mayor to execute, on behalf of the City, a cooperative Purchase Agreement through the HGAC-Buy Cooperative government procurement program. The contract amount is $617,156 for the purchase of 136 McCain Model 2070 Controllers and 2 McCain Model 2070 Upgrade Modules, along with Omni operating software, for the Citywide Traffic Signal Communications Implementation Project.

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

Presenter: Craig Williams, Transportation Project Manager

ESSENTIAL SERVICE – Yes, Public Health and Safety; Public Works/Infrastructure

COUNCIL PRIORITY –Prioritize Public Safety

FISCAL ANALYSIS

The purchase of these Traffic Signal Controllers is an integral part of the implementation of the City's Citywide Traffic Signal Communications Implementation Program. Fifty percent (50%) of the cost of this hardware will be reimbursed through a grant from the Caltrans Highway Safety Improvement Program. The total cost of the Signal Communications Improvement Program is $2,321,700, of which $1,160,850 is reimbursable by Caltrans.

Caltrans approved construction funding for this project on March 26, 2026. Caltrans had previously approved engineering funds of $100,000 in 2022.

Related expenditures forthcoming will be the purchase of associated cell modem equipment to enable City coordination and monitoring of traffic signals; the installation of this equipment will allow the City to abandon the current unreliable AT&T routing network. The operating costs of the cell modems will be roughly equivalent to the current cost of AT&T connections, which will be terminated as cell communications are energized.

CITY of ESCONDIDO

STAFF REPORT

Additional elements of the communications network installation will include an installation contract for the controller equipment, in addition to a contract amendment for Systems Engineering and Construction Oversight assistance with Stack Traffic, Inc.

All of the above items will be presented to Council in the coming weeks.

These expenditures are related to the Traffic Signal Communications Master Plan and are eligible for 50% reimbursement by Caltrans, up to the grant amount of $1,160,850. Appropriations for this work were included in the CIP budget starting in FY 2022 through FY 2026.

PREVIOUS ACTION

The effort to develop a Traffic Signal Communications Master Plan was initiated in 2020 with a grant application to Caltrans, supported by Resolution No. 2020-131 (Attachment "1"). Efforts to secure grant funding were successful in 2021. Grant funding was programmed in the FY2022 CIP budget request.

The Traffic Signal Communications Master Plan, which analyzed the City's existing signal system and recommended these improvements, was completed in 2025. Construction documents were completed in 2025.

An overview of the Traffic Signal Communications Implementation Program was presented to Council on January 28, 2026.

RESOLUTIONS

a. Resolution No. 2026-118
b. Resolution No 2026-118—Exhibit "A"—HGAC-Buy cooperative purchase quote

ATTACHMENTS

a. Attachment "1"—Resolution No. 2020-131

RESOLUTION NO. 2020-131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO AUTHORIZING THE SUBMITTAL THREE PROJECT APPLICATIONS FOR CYCLE 10 HIGHWAY SAFETY IMPROVEMENT PROGRAM FUNDS

WHEREAS, the Highway Safety Improvement Program (HSIP), codified as Section 148 of Title 23, United States Code (23 U.S.C. §148) is a core federal-aid programs in the federal surface transportation act, Fixing America's Surface Transportation Act (FAST), which was signed into law on December 4, 2015; and

WHEREAS, the Caltrans Division of Local Assistance (“DLA”) has authority for the administration of HSIP and established necessary procedures; and

WHEREAS, DLA announced Cycle10 Call for Projects for the Highway Safety Improvement Program on May 5, 2020.

WHEREAS, the City Council of the City of Escondido authorizes the submittal of three grant applications for (1) signal safety improvements on Centre City Parkway, (2) City-wide signal controller communication upgrades, and (3) corridor specific signal controller communication upgrades, and the acceptance of ATP grant funds or SANDAG funding, if approved for the projects.

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

1. That the above recitations are true.

2. That the City Council approves the filing of an applications to DLA for the projects.

3. That the City Council appoints the Director of Engineering Services/City Engineer, or her designee, as agent to conduct all negotiations, execute and submit all documents to the Caltrans Division of Local Assistance including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned Project, as well as conduct requisite City financial management.

RESOLUTION NO. 2026-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PURCHASE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF GENERAL SERVICES' LEVERAGED PURCHASE AGREEMENT PROGRAM TO PURCHASE TRAFFIC SIGNAL CONTROLLERS AS PART OF THE CITYWIDE TRAFFIC SIGNAL COMMUNICATIONS NETWORK IMPLEMENTATION

WHEREAS, on August 27, 2020, the City Council approved Resolution No. 2020-131 authorizing the submittal for a Caltrans grant application to develop a Citywide Traffic Signal Communications Master Plan; and

WHEREAS, on March 30, 2021, Caltrans notified the City that their application was selected with a grant award in the amount of $1,160,850, which represented the 50% state match of a total $2,321,700 project; and

WHEREAS, in June 2022, the City Council adopted the CIP budget authorizing funding for the Traffic Signal Communications Project; and

WHEREAS, the Traffic Signal Communications Master Plan recommended upgrading the City's traffic signal controllers and communications network, including the purchase of 138 McCain controllers and CPU modules; and

WHEREAS, the City determined that the preferred option for controller equipment purchase would be through the HGAC-Buy Cooperative procurement program; and

WHEREAS, Escondido Municipal Code Chapter 10, Article 5, Section 10-91, authorizes the purchase of goods or services with cooperative purchasing programs conducted by the State, County, or any other cooperative agency when such agency has processed cooperative purchases competitively; and

WHEREAS, City staff recommends the purchase of 138 McCain controllers in the amount of $617,156, which includes taxes, delivery, and all associated fees, as shown in Exhibit “A”, which is attached to this Resolution and incorporated by this reference; and

WHEREAS, the City Council desires at this time and deems it to be the best public interest to authorize the purchase of the McCain controllers using the HGAC-Buy Cooperative procurement program.

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 utilizing the HGAC-Buy Cooperative procurement program, as allowed per Escondido Municipal Code Chapter 10, Article 5, Section 10-91.

QUOTATION

Quote #: QUO-20260602-5713-01
Agency: Escondido
Job Name: FleX Controller Upgrade
Bid Date: 6/10/26 **HGAC CONTRACT PRICING**

Estimator:
Melissa Lanini
(760)734-5086
melissa.lanini@swarco.com

Bid Item	Qnty	Description	Price	Extension
	136	FLEX RACK MOUNT CONTROLLER, WIFI, CALTRANS	$2,889.00	$392,904.00
	2	1C CPU, TEES 2020	$1,048.00	$2,096.00
	138	OMNI INTERSECTION CONTROL SOFTWARE	$1,250.00	$172,500.00

TIMING NOT INCLUDED
TECH SUPPORT NOT INCLUDED

Sales tax 8.75% *subject to change	$49,656.25
Reference Total	**$617,156.25**

Prices firm for 90 days. Freight included. Add sales tax.
A 3% processing surcharge is added to invoices paid by credit card.
Sale is subject to Swarco's standard terms and conditions.
The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited.
If you received this in error, please contact the sender and delete the material from any computer.

CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:	PE-05-21	Date Prepared:	6/2/2026

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Escondido	**Contractor:**	Consolidated Traffic Controls, Inc.
Contact Person:	0	**Prepared By:**	Bobby Hale
Phone:	0	**Phone:**	800-448-8841
Fax:		**Fax:**	800-448-8850
Email:	0	**Email:**	Bobby.Hale@ctc-traffic.com

Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment
General Description of Product:	Traffic Control Equipment

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

-

Line Number	Quan	Description	Unit Pr	Total
1735	136	M73101RWA Rack Mount Flex Controller- w/ Wi-Fi Caltrans Cabinets	$ 2,889.00	$ 392,904.00
1749	138	S-OMNI OMNI Software	$ 1,250.00	$ 172,500.00
1780	2	M52805 MODULE, CPU, 2070-1C, TEES2009 E-2	$ 1,048.00	$ 2,096.00
			Total From Other Sheets, If Any:	
			Subtotal A:	**$ 567,500.00**

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			$ -
			$ -
			$ -
			$ -
		Total From Other Sheets, If Any:	
		Subtotal B:	**$ -**

Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% **For this transaction the percentage is:** 0%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

Quan	Description	Unit Pr	Total
			$ -
			$ -
		Subtotal C:	**$ -**

Delivery Date:	**30 to 45 Days ARO**	**D. Total Purchase Price (A+B+C):**	**$ 567,500.00**

STAFF REPORT

June 24, 2026
File Number 0600-10; A-3560

SUBJECT

AWARD CONSULTING SERVICES AGREEMENT TO KIMLEY-HORN & ASSOCIATES, INC. FOR THE ENGINEERING DESIGN OF GRAND AVENUE VISION PROJECT - PHASE III

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-108, authorizing the Mayor, on behalf of the City, to execute a consulting services agreement with Kimley-Horn and Associates, Inc. for engineering design of the Grand Avenue Vision Project – Phase III in the amount of $528,626.87.

Staff Recommendation: Approval (Development Services: Kevin Snyder, Director of Development Services and Jason Christman, Interim City Engineer)

Presenter: Christopher Hudson, Project Manager

ESSENTIAL SERVICE – Yes, Public Works/Infrastructure

COUNCIL PRIORITY – Be Business Friendly; Drive Community and Land Development; Prioritize Public Safety

FISCAL ANALYSIS

The Grand Avenue Vision Phase III Project ("Project") is funded through the General Capital Projects and Transnet Funds. There are adequate funds in the Project accounts to fund the engineering design costs estimated for the Project.

PREVIOUS ACTION

On February 14, 2018, the City Council approved the Grand Avenue Vision Plan, which was developed through a public process that included multiple stakeholders, including downtown merchants, property owners, residents, and technical professionals, and authorized related grant applications.

On February 13, 2019, the City Council approved a Smart Growth Incentive Program ("SGIP") grant agreement and related budget adjustment for the Grand Avenue Vision Plan Phase I Project.

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On August 21, 2019, the City Council approved a Consulting Services Agreement for environmental clearance and engineering design services with Kimley-Horn and Associates for the Grand Avenue Vision Plan and Phase I Project.

On July 21, 2021, the City Council adopted a Mitigated Negative Declaration for the Grand Avenue Vision Plan.

On September 15, 2021, the City Council adopted Resolution No. 2021-126, authorizing the award of a construction contract for Phase I of the Grand Avenue Vision Plan to the lowest responsive and responsible bidder, 3Sixty Innovation, Inc., in the amount of $994,776.50.

On September 29, 2021, the City Council adopted Resolution No. 2021-146, accepting American Rescue Plan Act ("ARPA") funds and authorizing funding for Phase II of the Grand Avenue Vision Plan.

On September 14, 2022, the City Council adopted Resolution No. 2022-122, authorizing the Mayor to execute a Consulting Services Agreement with Kimley-Horn and Associates, Inc. for engineering design services for the Grand Avenue Vision Project – Phase II.

On February 7, 2024, the City Council adopted Resolution No. 2023-159, authorizing the Mayor to execute a Public Improvement Agreement for the Grand Avenue Vision Project – Phase II.

On April 16, 2025, the City Council adopted Resolution No. 2025-32, authorizing the Mayor to file a SGIP Cycle 6 grant application with the San Diego Association of Governments ("SANDAG") and accept the terms of the grant agreement for the Grand Avenue Vision Project – Phase III. The SGIP Cycle 6 Grant Agreement with SANDAG was subsequently executed on April 9, 2026.

BACKGROUND

The Grand Avenue Vision Plan is a streetscape improvement plan for Escondido's historic downtown aimed at improving walkability and creating a pedestrian-friendly environment between Juniper Street and Escondido Boulevard. The Vision Plan narrows Grand Avenue to one (1) lane in each direction, provides wider sidewalks to support outdoor dining, increases parking opportunities through diagonal parking, and removes center medians. The Plan also includes traffic calming features, including traffic circles at Maple Street, Broadway, and Kalmia Street.

Phase I and Phase II of the Vision Plan have been completed. Improvements included sidewalk widening and installation of railings for outdoor dining along the north side of Grand Avenue between Maple Street and Broadway, irrigation and landscaping, removal of center medians, decorative lighting, diagonal parking, roadway resurfacing, and installation of festoon lighting and related electrical infrastructure. Phase II improvements expanded upon this work with additional sidewalk widening, enhanced lighting, and construction of traffic circles at the intersections of Grand Avenue with Broadway and Kalmia Street.

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Phase III of the Grand Avenue Vision Project will continue these improvements along Grand Avenue from Maple Street to Escondido Boulevard, including associated intersections and corridor elements. Phase III represents the final segment of the Vision Plan and will complete the planned corridor improvements. Key elements include the addition of a traffic circle at the intersection of Grand Avenue and Maple Street, continued sidewalk widening, lighting enhancements, installation of bicycle amenities such as bike racks, green street and stormwater improvements, and streetscape enhancements to support a safe, accessible, and pedestrian-oriented downtown environment consistent with the approved Vision Plan.

Professional engineering services will advance the Project to a final, procurement-ready set of plans, specifications, and estimates, building upon improvements designed and constructed under Phases I and II. The design effort will begin upon issuance of a Notice to Proceed and will be delivered on an accelerated schedule to support advertisement for construction in Fall 2026 and commencement of construction in January 2027. Construction phasing and scheduling will be further refined during the design phase based on coordination with stakeholders, material availability, and public outreach considerations.

On May 28, 2026, the City requested a proposal from Kimley-Horn and Associates, Inc. for engineering design services for Phase III. Kimley-Horn submitted a proposal on June 9, 2026, and provided a finalized proposal on June 11, 2026. Staff reviewed the proposal and determined that the services appropriately address the Project's design and environmental requirements. The scope of work was refined through coordination with the Consultant and has been incorporated into the final Consulting Services Agreement (Exhibit "A" to Resolution No. 2026-108 and Scope of Work (Attachment A to Exhibit "A" to Resolution No. 2026-108).

The City is exercising a procurement exception pursuant to Escondido Municipal Code §§ 10-122 and 10-123 to enter into a professional services agreement with Kimley-Horn for Phase III design and environmental clearance services to maintain continuity with prior phases of the Project. This approach maintains continuity of design, leverages the consultant's familiarity with the project corridor, and avoids duplication of effort. Staff intend to proceed with a competitive procurement process for Phase IV professional services to ensure transparency and competition for subsequent phases of the Project.

Continuation of services with Kimley-Horn represents strong value for the City, as the consultant's prior knowledge of the Project and experience with Phases I and II will expedite the design process and reduce project risk. Kimley-Horn successfully worked with the City to develop the Grand Avenue Vision Plan, which was approved by the City Council in 2018, and subsequently performed engineering design services for Phase I. Kimley-Horn was also the selected consultant for Phase II, where the firm was determined to be the most qualified based on experience and project understanding.

In addition, Kimley-Horn has extensive experience in the design of urban streetscape improvements and traffic calming features, including traffic circles and roundabouts. Relevant experience includes SANDAG's North Park Mid-City Bikeway Project, which included the implementation of 32 neighborhood traffic circles and eight mini-roundabouts.

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The Phase III design will be developed to remain consistent with the completed Phase I and Phase II improvements, the approved Grand Avenue Vision Plan, and the Specific Alignment Plan available at the following link:

https://www.escondido.org/Data/Sites/1/media/GrandAveVisionPlan/9.29.21SpecificAlignmentPlanforGrandAvenue.pdf

RESOLUTIONS

a. Resolution No. 2026-108
b. Resolution No. 2026-108 Exhibit "A" – Consulting Services Agreement

RESOLUTION NO. 2026-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. FOR THE GRAND AVENUE VISION PROJECT - PHASE III

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the Grand Avenue Vision Phase III Project ("Project"); and

WHEREAS, on May 28, 2026, the City requested a proposal from Kimley-Horn and Associates, Inc. to provide engineering design services for the Project, and on June 9, 2026, Kimley-Horn submitted a proposal for the requested services, the scope of which is reflected in Attachment A to the proposed Consulting Services Agreement; and

WHEREAS, Kimley-Horn and Associates, Inc. previously performed engineering and design services for Phase I and Phase II of the Grand Avenue Vision Project and is uniquely familiar with the Project corridor, design standards, and prior improvements; and

WHEREAS, Kimley-Horn and Associates, Inc. previously developed preliminary design work for the Project corridor through prior phases and will advance Phase III beginning with the preparation and submittal of 30 percent design documents, consistent with the scope of services, thereby maintaining continuity and reducing duplication of effort; and

WHEREAS, the City has determined that it is in the best interest of the City to continue with Kimley-Horn and Associates, Inc. for Phase III in order to maintain design continuity, efficiency, and consistency with prior phases; and

WHEREAS, pursuant to Escondido Municipal Code §§ 10-122 and 10-123, and in accordance with applicable City policies, the City is exercising an exception to the standard procurement process for professional services, based on continuity of services and the Consultant's specialized knowledge of the Project; and

WHEREAS, the City has determined that Kimley-Horn and Associates, Inc. is qualified to perform the required services and is best suited to complete Phase III of the Project; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve a Consulting Services Agreement with Kimley-Horn and Associates, Inc. for engineering design services for the Project.

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 Consulting Services Agreement with Kimley-Horn and Associates, Inc. for engineering design services for the Project in an amount not to exceed $528,626.87, which Agreement is attached hereto as Exhibit "A" and subject to final approval as to form by the City Attorney.

CITY OF ESCONDIDO
CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Jason Christman
760-839-4615
("CITY")

And: KIMLEY-HORN AND ASSOCIATES, INC.
a North Carolina corporation
401 B St., Suite 600
San Diego, CA 92101
Attn: Mark Araujo
619-744-0177
("CONSULTANT").

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

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to engineering design services for the Grand Avenue Vision Phase III Project;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

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

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay,

and CONSULTANT shall accept in full, an amount not to exceed the sum of **$528,626.87.** CONSULTANT 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. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.

4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.

6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.

7. Insurance Requirements.

   a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

      (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than $2,000,000 per occurrence and $4,000,000 general aggregate.

      (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

(3) *Workers' Compensation*. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

(4) *Professional Liability (Errors and Omissions)*. Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate.

(5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.

b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

(1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.

(2) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

(3) *Primary Coverage*. CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

(4) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

(5) *Subcontractors*. If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(6) *Waiver of Subrogation*. CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.

(7) *Self-Insurance*. CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of

other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.

(8) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the CITY.

c. *Verification of Coverage*. At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

d. *Special Risks or Circumstances*. The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

e. *No Limitation of Obligations*. The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.

f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

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

a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including reasonable attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. Further, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault.

b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San

Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.

13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.

20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

21. Compliance with Laws, Permits, and Licenses. CONSULTANT 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. CONSULTANT 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 CONSULTANT to comply with this section.

22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at http://www.dir.ca.gov/oprl/dprewagedetermination.htm and incorporated into this Agreement by this reference. 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 CONSULTANT to comply with this section.

23. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(Signature Page Follows)

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

CITY OF ESCONDIDO

Date: _____

_____
Dane White, Mayor

KIMLEY-HORN AND ASSOCIATES, INC

Date: _____

_____
Megan Ulery, P.E., LEED AO
Vice President

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

BY: _____

DATE: _____

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

ATTACHMENT "A"

Scope of Work

A. General

Kimley-Horn and Associates, Inc., a North Carolina corporation ("Consultant"), shall provide the City of Escondido, a California municipal corporation ("City"), with professional consulting engineering and related technical services for the Grand Avenue Vision Project – Phase III ("Project").

The purpose of this Agreement is to advance Phase III of the Grand Avenue Vision Project through final, procurement-ready design and environmental clearance, building upon improvements designed and constructed under Phases I and II. Services under this Agreement are limited to design-phase and procurement-phase services, with limited post-award design clarification and record drawing support, as further described herein.

B. Location

The Consultant shall provide services related to improvements along Grand Avenue from Maple Street to Escondido Boulevard, including associated intersections and corridor elements within the Project limits, located in the City of Escondido, California.

C. Services

Consultant shall provide professional services for Phase III of the Project, divided into the following tasks.

1. Engineering Design Services

Consultant shall provide engineering design services through completion of **final, procurement-ready plans, specifications, and cost estimates**, including:

- Project administration and coordination related to Phase III design and procurement activities;
- Preparation of engineering plans at the **30%, 60%, 90%, and 100%** design stages consistent with SANDAG SGIP funding agreement;
    a. Preparation of a dedicated **Phase III plan set**, consistent with improvements designed and constructed under Phases I and II;
    b. Design of roadway, intersection, striping, signage, pedestrian facilities, streetscape elements, lighting, bike facilities for phases I II and III, and associated infrastructure improvements;
    c. Final design of the **traffic circle at Maple Street and Grand Avenue**, previously included in the Phase II scope but not constructed;
    d. Data collection activities including topographic survey, utility base mapping, field verification, and limited potholing necessary to support final design;
    e. Design of ADA-compliant parking spaces and associated access improvements, as directed by the City;
    f. Preparation of a **lighting design** consistent with the Grand Avenue Vision Plan;
    g. Preparation of construction plans that include requirements for **maintaining site accessibility**, including **ADA-compliant pedestrian access to adjacent businesses during construction;**
- Coordination with utility providers, including but not limited to San Diego Gas & Electric (SDG&E), Cox Communications, AT&T, and other utility providers;
- Preparation of **accurate quantity take-offs** suitable for bidding and cost control;
- Ensure the design incorporates key Project elements in alignment with the City of Escondido SGIP Cycle 6 Agreement,

- Support City compliance with SANDAG Smart Growth Incentive Program (SGIP) requirements, including coordination of deliverables, milestone documentation, and responses to agency comments;
- Incorporate construction phasing, access provisions for businesses, and staging considerations into the plans and contract documents, informed by stakeholder outreach and coordination with the City;
- Support development of performance specifications and procurement planning for long lead items, including but not limited to decorative street lighting, bike racks, and other streetscape elements; and
- Ensure all design elements comply with applicable federal, state, and local accessibility requirements, including the Americans with Disabilities Act (ADA), Public Rights-of-Way Accessibility Guidelines (PROWAG), and City standards;

2. Community Engagement Support

Consultant shall develop and implement, in coordination with the City, a streamlined community engagement approach consistent with the accelerated Phase III delivery schedule. Outreach shall focus on informing corridor stakeholders, soliciting feedback, identifying concerns, and incorporating input into design development and construction planning.

Outreach shall not be limited solely to the Phase III Project limits and shall include all businesses and property owners along the Grand Avenue corridor, as defined by the City.

a. Community Engagement Plan

The Consultant shall prepare a Community Engagement Plan in partnership with the City. The Plan shall serve as the foundation for all outreach activities and shall include, at a minimum:

- Types of public engagement activities;
- Target stakeholder groups (e.g., corridor businesses, property owners, residents, community organizations);
- Outreach schedule and timeline aligned with design milestones.
- A construction-phase communication strategy that identifies anticipated outreach methods, stakeholder coordination protocols, and notification approaches for affected businesses. The strategy shall be developed in coordination with the City's Communications and Economic Development teams and incorporated into construction contract documents, as appropriate.
- Development of construction wayfinding and construction phasing concepts to support outreach and communication of anticipated Project impacts;

The Consultant shall implement the approved plan and consider and incorporate community feedback, as appropriate, into the design and development of the Project.

b. Stakeholder Engagement Activities

The Consultant shall be responsible for organizing and conducting outreach activities, including:

- Facilitation of up to three (3) stakeholder meetings with community and merchant/stakeholder working groups;

- Participation in up to two (2) community outreach events;
- Presentations at up to two (2) community group meetings, which may include business-focused organizations such as the Downtown Business Association and Chamber of Commerce;
- Coordination with existing community meetings or events where feasible.
- Direct coordination with adjacent and nearby development projects, including The Maple multi-family residential development, to identify construction timing, access requirements, staging considerations, and opportunities to minimize conflicts. Coordination findings shall be incorporated into the design and construction contract documents, as appropriate.

It is anticipated that discussions will include parking, access, fencing, construction operations, construction phasing, and other relevant project topics.

c. Outreach Materials

The Consultant shall prepare clear, visual, and accessible public-facing materials to support engagement activities, including:

- Up to two (2) renderings of the Project;
- Development and distribution of informational flyers or similar outreach materials at key Project milestones (anticipated at 30%, 60%, 90%, and 100% design), as directed by the City;
- Two (2) exhibits illustrating corridor changes, anticipated improvements, and construction sequencing;
- Additional presentation materials (plans, graphics, boards) as needed.

Materials shall:

- Be clear, non-technical, and provided in both English and Spanish;
- Be developed in accordance with the City of Escondido's branding guidelines and communications standards, as directed by the City;
- Comply with applicable accessibility requirements, including current ADA standards, at the time of production.

d. Coordination and Communication

The Consultant shall:

- Coordinate with the City's Communications and Economic Development teams to ensure consistent messaging and alignment with City branding and outreach requirements;
- Participate in stakeholder briefings at key milestones;
- Support presentations to City Commissions and/or City Council, as required.

e. Documentation and Design Integration

The Consultant shall:

- Collect and summarize stakeholder input;
- Identify key themes, concerns, and business needs;

- Evaluate reasonable accommodations and access requirements for businesses during construction;
- Incorporate relevant findings into the **design and construction contract specifications**.
- Prepare and present a summary memorandum of stakeholder input, key themes, and recommended design and construction considerations to the City's Economic Development team and the Economic Development Subcommittee at the 90% design milestone, as directed by the City. This presentation shall occur prior to submittal of final PS&E documents and advertisement of the construction contract.

f. Level of Effort Assumption

It is assumed that each stakeholder meeting will be one hour in duration and require up to two hours of preparation, with up to two Consultant team members in attendance.

3. Environmental Clearance Services

Consultant shall provide environmental services as necessary to complete Phase III environmental clearance, including:

- Preparation of environmental documentation, which may include an Addendum or Amendment to the previously adopted Mitigated Negative Declaration (MND) and/or NEPA documentation (e.g., Preliminary Environmental Study (PES) and supporting technical studies), as determined in coordination with the City and applicable regulatory agencies;
- Preparation or support of any **additional environmental technical studies** required to support Phase III improvements; and
- Technical support related to **NEPA compliance**, if required due to federal funding participation, in coordination with City staff and applicable agencies.
- If cultural resources monitoring is required due to Section 106 (NEPA) compliance, such monitoring shall be addressed by the City under separate procurement and is not part of this Agreement.

The Consultant shall provide limited support for cultural resources documentation, as directed by the City. The Consultant shall not perform monitoring services, construction-phase activities, or serve as the lead for regulatory coordination or Section 106 compliance. The type and extent of environmental documentation and technical studies shall be determined based on coordination with the City, Caltrans, SANDAG, and other applicable regulatory agencies.

Environmental services under this Agreement are limited to design phase environmental documentation and clearance support only.

4. Traffic Analysis and SANDAG Coordination

Consultant shall provide limited traffic analysis support as necessary to support Phase III design and environmental documentation, building upon previously completed traffic studies, including:

- Evaluation of operational, circulation, and safety conditions associated with Phase III improvements, including the Maple Street traffic circle;
- Coordination with the **San Diego Association of Governments (SANDAG)**, which is anticipated to provide traffic count data;
- Integration and analysis of traffic data provided by SANDAG; and
- Preparation of traffic technical memoranda, exhibits, and supporting documentation necessary for environmental clearance, funding compliance, and City review.

5. Geotechnical Engineering Services

Consultant shall provide geotechnical engineering services necessary to support Phase III design, including:

- Geotechnical investigation and field exploration, as required;
- Laboratory testing and analysis;
- Preparation of a geotechnical engineering report addressing pavement design, foundations, excavation, trenching, and related considerations; and
- Incorporation of geotechnical recommendations into final plans, specifications, and cost estimates.

6. Drainage and Storm Water Services

Consultant shall provide design-phase drainage and storm water services necessary to support Phase III improvements, including:

- Storm water and drainage analysis supporting roadway and streetscape improvements;
- Evaluation of storm water quality and applicable treatment requirements;
- Preparation of drainage calculations and design details; and
- Incorporation of drainage and BMP features into construction documents.

7. Construction Procurement Support

Consultant shall provide support for procurement of the Phase III construction contract, including:

- Preparation of construction procurement documents, including **technical specifications, special provisions, bid items, and supporting materials**;
- Ensure that construction documents incorporate stakeholder-driven considerations, including but not limited to access, phasing, and operational constraints, developed through the Community Engagement process.
- Coordination of procurement documents with final plans, cost estimates, quantity take-offs, and environmental commitments;
- Preparation of bid packages and coordination of bid advertisement;
- Participation in pre-bid meetings;
- Assistance with bid tabulation and general compliance review of submitted bids;
- Preparation of technical responses and addenda during the construction solicitation period.
- Prepare construction contract specifications requiring the Contractor to implement a Business Access and Communication Plan during construction. The plan shall include:
    - Maintenance of safe and ADA-compliant access to all businesses at all times;

- Advance notification to affected businesses of construction activities and anticipated impacts;
- Ongoing coordination with corridor businesses to address access, visibility, and operational concerns;
- Coordination with the City's Economic Development and Communications teams; and
- Procedures to minimize disruption to business operations.

- The Contractor shall be responsible for implementing construction-related access and notification requirements as specified in the contract documents. The City shall retain responsibility for overall communication strategy and public messaging.

8. Design Clarification and Record Drawings

Consultant shall provide limited post-award design support and documentation, including:

- **Design clarification services during construction**, limited strictly to interpretation of approved plans and specifications and responses to design-related RFIs; and
- preparation and consolidation of **record (as-built) drawings**, including:
- Completion of record drawings for **Phases I and II**, to the extent not previously finalized or accepted by the City; and
- Preparation of record drawings for **Phase III**, based on contractor redlines and City direction.

9. Optional Technical Services

Consultant may provide additional technical services, subject to City authorization. These services may include:

- Drainage plans and profiles;
- Drainage analysis;
- BMP or bioretention analysis and design;
- Site-specific improvements, including parking lot striping and pedestrian protection measures.

10. Optional Artistic Element

Consultant may provide additional design services, subject to City authorization, for the conceptual and detailed design of artistic, architectural, or landscape features intended to enhance the character and identity of the Grand Avenue corridor.

For purposes of this section:

> "Art Element" refers to the conceptual and detailed design of a new standalone feature or focal element intended to define a specific location or space within the corridor.
>
> "Art Element Enhancement" refers to the integration or refinement of artistic or aesthetic features within previously constructed improvements, including augmentation or modification of existing elements.

Optional services may include, but are not limited to:

Art Element at Maple Street Plaza, including conceptual design and development of a focal or signature feature; and

Art Element Enhancement within Phase II improvements (e.g., Kalmia Street area), including integration of additional artistic or aesthetic elements consistent with the existing streetscape.

Consultant services for Optional Artistic Elements shall be performed only upon written authorization by the City and shall be priced as a separate or optional task.

11. Optional Project Closeout Event Support

Upon written authorization by the City, the Consultant may provide limited support for a Phase III Project closeout or ribbon-cutting event.

Optional services may include:

- Event planning coordination support;
- Preparation of exhibits and materials;
- Vendor coordination (as directed by the City);
- Day-of logistics support.

The Consultant shall coordinate with the City's Communications and Economic Development teams.

Consultant services shall be limited to support functions only and shall not include full event management.

All services shall be performed only upon written authorization and priced as a separate optional task.

D. Scheduling

Consultant shall perform services in accordance with a mutually coordinated schedule approved by the City. Consultant shall support delivery of **final, procurement-ready Phase III design documents by September 30, 2026**, to facilitate construction commencement in **January 2027**.

E. Contract Price and Payment Terms

The contract price of this Agreement shall not exceed **$528,626.87.** Services shall be compensated on a **time and materials, not to exceed basis**. Consultant shall submit monthly invoices detailing work performed and hours expended. The City shall pay Consultant for invoiced services within **30 days** of receipt of a complete and accurate invoice.

The total contract amount includes all tasks identified in Attachment A. Optional tasks shall be performed only upon written authorization by the City, at the City's sole discretion. Compensation for optional tasks is included within the total not-to-exceed contract amount and shall be authorized in writing prior to commencement of such work.

F. Term

The term of this Agreement shall be from the Effective Date through completion of the Phase III services described herein, unless extended by the City.

G. Other

1. Scope Exclusions

The following services are expressly excluded from this Scope of Work:

- Construction management services;
- Construction inspection services;
- Resident engineering;
- Construction-phase project management;
- Environmental or cultural monitoring during construction; and
- Any construction support services beyond design clarification and preparation of record (as-built) drawings.

Any services outside the Scope of Work described in this Attachment A shall require prior written authorization by the City.

ATTACHMENT "B"

Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

1. Mark Araujo, Project Manager, mark.araujo@kimley-horn.com, Kimley-Horn;
2. Sean Houck, Roundabout Designer, sean.houck@kimley-horn.com, Kimley-Horn;
3. Megan Ulery, Vice President, megan.ulery@kimley-horn.com, Kimley-Horn;
4. Zach McFann, Project Engineer, zach.mcfann@kimley-horn.com, Kimley-Horn;
5. Casey Jumanan, Project Engineer, casey.jumanan@kimley-horn.com, Kimley-Horn;
6. Jackson Modrak, Project Engineer, Jackson.modrak@kimley-horn.com, Kimley-Horn;
7. Zach Ogle, Project Engineer, zach.ogle@kimley-horn.com, Kimley-Horn;
8. Jared Calise, Roundabout Designer, jared.calise@kimley-horn.com, Kimley-Horn;
9. Caleb Frahm, Project Engineer, caleb.frahm@kimley-horn.com, Kimley-Horn;
10. Matthew Zipagan, Civil Analyst, matthew.zipagan@kimley-horn.com, Kimley-Horn;
11. Brigid Ahern, Civil Analyst, brigid.ahern@kimley-horn.com, Kimley-Horn;
12. Yu Ream Son, Civil Analyst, YuReam.Son@kimley-horn.com, Kimley-Horn;
13. Taylor Leamon, Cost Analyst, taylor.leamon@kimley-horn.com, Kimley-Horn;
14. Leslie Esteban, Project Accountant, leslie.esteban@kimley-horn.com, Kimley-Horn;
15. Jaci Vance, Civil Analyst, jaci.vance@kimley-horn.com, Kimley-Horn;
16. Jillian Arthur, Civil Analyst, jillian.arthur@kimley-horn.com, Kimley-Horn;
17. Alex Sobierajski, Civil Analyst, Alex.Sobierajski@kimley-horn.com, Kimley-Horn;
18. Henry Reich, Civil Analyst, Henry.Reich@kimley-horn.com, Kimely-Horn;
19. Lyman Tadewald, Civil Analyst, Lyman.Tadewald@kimley-horn.com, Kimely-Horn;
20. Maegan Daquano, Project Accountant, Maegan.Daquano@kimley-horn.com, Kimely-Horn

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

Acknowledged by:

Date: _____ _____

Kimley-Horn Megan Ulery/Vice President

STAFF REPORT

June 24, 2026
File Number 0830-20

SUBJECT

PL26-0121 – SPECIFIC PLAN AMENDMENT TO AMEND THE RANCHO SAN PASQUAL SPECIFIC PLAN (SPA #3) TO ALLOW FOR THE DEVELOPMENT OF THE "DOS OSOS RV RESORT AND GOLF CLUB"

DEPARTMENT

Planning Services, Development Services Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-111 authorizing staff to further process a Specific Plan Amendment to the Rancho San Pasqual Specific Plan.

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

Presenter: Ivan Flores, AICP, Principal Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Be Business Friendly; Drive Community and Land Development

FISCAL ANALYSIS

The Applicant will be responsible for payment of all applicable fees at the time of development application submittal.

PREVIOUS ACTION

None

BACKGROUND

On May 11, 2026, Kyle Weichert ("Applicant"), on behalf of PG Dos Osos LLC ("Owner"), submitted a Specific Plan Amendment request to amend the existing Rancho San Pasqual Specific Plan ("SPA #3") for a property located on the south side of Hidden Oaks Lane, and bounded by Fallbrook Place to the west and Old Ranch Road to the east, and is addressed as 2492 Old Ranch Road, Escondido, California, 92027

CITY of ESCONDIDO

STAFF REPORT

(APNs: 241-202-14-00/241-211-01/241-211-05) **(Figure 1 – Aerial)**. The Applicant states that the purpose of the request is to facilitate the development of the "Dos Osos RV Resort and Golf Club" ("Project").

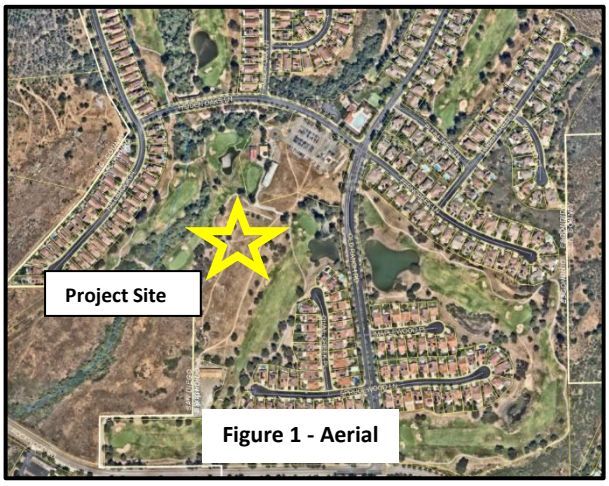

Figure 1 - Aerial

The Property is located within SPA #3 of the General Plan, and is zoned Specific Plan ("S-P"). Pursuant to Article 18 (Specific Plan Zone) of the Escondido Zoning Code ("EZC"), the Specific Plan document implements the various policies within the 2012 General Plan for that Specific Planning Area ("SPA").

ANALYSIS

At this time, the Applicant requests authorization from the City Council to process the Specific Plan Amendment as required by Section 33-1261 (Application, initiation, and fee) of the Escondido Zoning Code. If authorization is granted, City staff will intake the remaining fees necessary for the proposed project including but not limited to a Tentative Map, and any necessary environmental review. Additional discretionary permits may be necessary to ensure compliance with the Escondido Municipal Code, General Plan, and all applicable policies, which may be requested upon review of the formal submittal. The merits of the actual development proposal will be analyzed at the time of a formal submittal, and will be brought to the City Council at a future date following a recommendation from the Planning Commission.

Existing General Plan Land Use Designation: The Property is currently within SPA #3, formerly known as the Eagle Crest Specific Plan. According to the General Plan Land Use Element, the specific plan area encompasses approximately 872 gross acres, and is developed with 580 single-family homes. The SPA has an adopted specific plan that implements the guiding principles and policies outlined in the General Plan including an open space system that protect natural resources, and hillside areas, and the provision of recreation uses for the community. The open space plan is comprised of conservation viewshed and scenic areas, golf course, community facilities and major roadways.

Existing Specific Plan: As stated above, the Property is located within SPA #3, formerly known as the Eagle Crest Specific Plan which was adopted in 1988 and subsequently amended through the 1990's, with the most recent amendment processed under SP97-32. The Specific Plan is comprised of two main land use types: Residential and Open Space. The former encompasses approximately 27% of the specific plan area for a total of 580 dwelling units while Open Space is comprised of the following: conservation viewshed, conservation scenic, golf course, community facilities, and major roadways for the balance of the Specific Plan.

The Project would not affect the existing residential densities permitted through the various residential land use designations.

The Open Space areas of the Specific Plan allow for a range of active and passive recreational uses. As it relates to the request, the golf course encompasses approximately 161.5 acres of the site, and limits uses to the following: golf course, driving range, clubhouse, tennis courts and swimming pools, among other ancillary uses to the golf course.

Proposed Specific Plan Amendment: The Applicant has requested to amend SPA #3 to allow for the development of a recreational vehicle ("RV") resort and construction of new recreational facilities related to the existing golf course. Specifically, the request includes construction of a pool and pool deck, workout and laundry facilities, a new convenience store, grassy amphitheater, 82 RV spaces, and 42 fully furnished cottage-like facilities (Attachment "1" – Applicant Request). The Project would revitalize a previously underutilized portion of the former Eagle Crest Golf Club into an RV resort that complements the existing golf course operations and surrounding character. At this time, no expansion of the existing boundaries of the specific planning area are requested and the development would occur within the existing footprint of the specific planning area, and the golf course.

City staff will further analyze the Specific Plan Amendment for compliance with specific plan policies identified in the 2012 General Plan, and with the adopted SPA #3.

ENVIRONMENTAL REVIEW

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

City staff will file a Notice of Exemption pursuant to the CEQA Guidelines (Attachment "2" – Notice of Exemption).

CONCLUSION

At this time, City staff is requesting that the City Council provide direction on the request by the Applicant to amend the Rancho San Pasqual Specific Plan to facilitate development of the proposed Project. The City Council may approve Resolution No. 2026-111, authorizing Development Services to accept the application, or may deny the request to process such a request. The City Council may provide feedback to staff, as well as the Applicant, regarding the requested Specific Plan Amendment. If the City Council grants authorization, City staff will review the Specific Plan Amendment and associated development proposal for conformance with the General Plan's policies and Quality-of-Life standards enshrined in the 2012 General Plan.

CITY of ESCONDIDO

STAFF REPORT

RESOLUTIONS

a. Resolution No. 2026-111

ATTACHMENTS

a. Attachment “1”—Applicant Request
b. Attachment “2”—Notice of Exemption

RESOLUTION NO. 2026-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING FURTHER PROCESSING OF A SPECIFIC PLAN AMENDMENT TO AMEND THE RANCHO SAN PASQUAL SPECIFIC PLAN

WHEREAS, on May 11, 2026, Kyle Weichert, on behalf of PG Dos Osos LLC, filed a request to amend the existing Rancho San Pasqual Specific Plan ("SPA#3") to allow for the redevelopment of a portion of the existing golf course with a recreational vehicle resort and golf club for the subject property located on the south side of Hidden Oaks Lane, and bounded by Fallbrook Place to the west and Old Ranch Road the east, and addressed as 2492 Old Ranch Road, Escondido, CA 92027 (APNs: 241-202-14-00/241-211-01/241-211-05); and

WHEREAS, pursuant to Division 4 (Amendments and Zone Changes) of Article 61 (Administration and Enforcement) of the Escondido Zoning Code, the City Council shall authorize further processing of amendments to Specific Plans; and

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

WHEREAS, the Project is statutorily exempt from environmental review pursuant to CEQA Guidelines Section 15262 (Feasibility and Planning Studies) since it merely involves consideration of further processing of a development proposal which will undergo environmental review pursuant to the Guidelines; and

WHEREAS, the City Council held a duly noticed public meeting on June 24, 2026, as prescribed by law, at which time the City Council received and considered the Staff Report, dated June 24, 2026, with

attachments, and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the City Council, including, without limitation:

a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;

b. Oral testimony from City staff, interested parties, and the public;

c. The City Council Staff Report, dated June 24, 2026, which is incorporated herein as though fully set forth herein;

d. Additional information submitted during the public meeting; and

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

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

1. That the above recitations are true.

2. That the City Council has reviewed the Notice of Exemption prepared for the Project, which is attached to the City Council Staff Report, dated June 24, 2026. The City Council, in its independent judgment, has determined the Project to be exempt from environmental review pursuant to CEQA

Guidelines section 15262 (Feasibility and Planning Studies) in that future discretionary actions related to the development proposal shall be evaluated pursuant to the CEQA Guidelines.

3. The City Council hereby authorizes further processing of the Specific Plan Amendment as requested by the Applicant, subject to review for compliance with all applicable ordinances and policies.

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Project Overview

The proposed Project (or “Project”) requests approval of a Tentative Tract Map, Zone Change (if necessary) and a Specific Plan Amendment to allow for the development of the “**Dos Osos RV Resort and Golf Club.**” The Project consists of a new recreation amenity including a pool and pool deck recreation space, buildings providing workout and laundry facilities, a new convenience store, a grassy amphitheater, 82 RV Spaces (66 back in stalls & sixteen pull through stalls) and 42 fully furnished park models (mobile homes on a chasey) within the existing disturbed golf course fairway area, closed driving range, maintenance yard, parking lot and clubhouse. The Project is within the Rancho San Pasqual Specific Plan area (SP-03), which was originally adopted by the City of Escondido in 1989 and has been subsequently amended. The Project represents the adaptive reuse of a previously underutilized portion of the former Eaglecrest Golf Course into a high-quality RV resort that complements the existing golf course operations and surrounding character.

Location

The Project site consists of approximately ten acres located at 2492 Old Ranch Rd, Escondido, CA 92027 and comprised of Assessor’s Parcel Numbers 241-211-01-00, 241-211-05-00 and 241-202-14-00 and is generally boarded by Rockwood Road, Old Ranch Road and Hidden Oaks Lane. It is in the eastern portion of the City of Escondido (City).

Background

PG Dos Osos, LLC (“Applicant”) purchased the entire Eaglecrest Golf Course in April 2024. At the time of purchase, the golf course was financially insolvent and notorious. It was featured on a popular You Tube blogger’s “Worst Golf Courses in America” earning its reputation due to the lack of maintenance, upkeep, and capital investment by the prior ownership. The course was shuttered in March 2024.

Upon taking the reins in April 2024, the Applicant has: 1) rebranded the golf course to Dos Osos Golf Club, 2) retained JC Resorts to manage the golf course reconstruction and management, and 3) invested approximately $3,000,000 in maintenance, upgrades, and improvement returning Dos Osos to being a quality golf course and community cornerstone. The golf course soft-opened in November 2024 and had its formal “Grand Opening” in June of 2025 benefitting the San Diego Humane Society. Additionally, Applicant has introduced social gathering opportunities for the immediate community including live music and Pizza & Wine Nights at the Clubhouse’s expansive outdoor patio setting. *[In a recent player’s poll released in January 2026, Dos Osos ranked #10 nationally in the “most-improved public golf course” category by Golf Pass (Golf Now)]*

During discussions with City Staff after the acquisition of the Golf Course, Applicant learned about Escondido's goal of creating new lodging opportunities inside the city to attract more visitors, spur economic growth, and increase Transient Occupancy Tax. Taking into consideration the rural aspect of Dos Osos' location along with the ample recreational opportunities in the immediate area (Hiking Trails, San Diego Safari Park, wineries, and back country), Applicant is proposing to develop a RV-centric Golf Resort within the shuttered driving range area of the golf course. Utilizing a similar project team who recently developed Sun Outdoors RV Resort in Chula Vista, CA, the Applicant formally presents to the city and the Community, the "**Dos Osos RV Resort and Golf Club.**" This would be the only championship length, 18 holed Golf RV Resort in Southern California, creating a unique destination for guests (note, all other RV Resorts surround either executive length or par 3 courses in Southern California).

Project Program

The proposed Project has been designed with setbacks from the future development to the existing golf course drainage channel located along the westerly project boundary. The proposed Project consists of 82 RV Spaces (66 back in stalls & 16 pull-through stalls) and 42 fully furnished park model/recreational vehicles, which are DMV-approved as towable, 400-sq-ft-or-less recreational vehicles (RVs) within the existing boundaries of the driving range and maintenance building areas. The limits of the proposed Project are within the already disturbed footprint of the existing golf course envelope. The proposed design will feature elevated and planted landscape screening berms along the easterly edge of the Project to not only provide the existing homeowners privacy, but to provide the future RV guests with a sense of privacy as well. The Applicant has consciously retained as many of the existing mature trees which will further enhance the proposed berms, providing privacy as well as ample shade for the RV Resort and golfers.

The Project also proposes a tentative parcel map and lot line adjustment to adjust three existing legal parcels to allow for the RV Resort, Clubhouse and Golf Course to sit on individual parcels. The Applicant is requesting a TPM, Zone Change (if necessary) and a Specific Plan Amendment to allow for future RV Resort/Transient Lodging Facilities uses.

In addition to the new RV Resort, the Applicant proposes to retain and upgrade the existing Clubhouse and cart barn. South of the existing Clubhouse a new recreational-sized swimming pool and new bathrooms will be provided by the Applicant, as well as a new building to provide space for laundry and workout facilities for the RV Resort guests. The new pool area will also include a grassy amphitheater (for live music nights) as well as pool cabanas and a water play area for children. The Project will also provide a new building to locate a convenience store for both the community and RV guests,

which should aid in lowering project level VMT from the existing community, as community members will be able to shop for convenience items that will be sold by the RV Resort operator at the clubhouse. Lastly, the Project will provide three new open space amenities in a new children’s play area with playground equipment, a new trail that traverses the hillside on the westerly edge of the Project as well as new pocket park amenities in various locations throughout the resort for pet stations, bocce ball, and mini putting green courses.

There will be two points of access from the south along Rockwood Rd into the Project that will serve as a Welcome Center (check-in area) for RV guests and will be located outside of the existing Rancho San Pasqual gated community. This access area will allow for RV turn around as well as staging until attendants can check in guests. A smaller bathroom building, as well as a new maintenance building will be created in this area. In addition, Rancho San Pasqual community members can continue to use the northerly driveways along Hidden Oaks Ln, near the clubhouse and parking field to access the golf course facilities, but the RV Resort guests will not be able to exit to Hidden Oaks Ln (whether by RV or vehicle). However, the RV Resort will provide an emergency access gate at Hidden Oaks Ln with a Knox box for local EMS and the Fire Department.

All proposed utilities will tie into existing utility locations located along the southerly and easterly project frontages and will be upgraded as needed. Storm water run-off will be conveyed into proposed storm water management facilities (proposed bio-filtration basins/filters) for flood control and water quality purposes, which will be maintained by the RV Resort within the existing project boundary and golf course.

The Dos Osos RV Resort and Golf Club represents a thoughtfully designed, visitor-serving project that builds upon recent reinvestment in the property and aligns with the City of Escondido’s goals for economic development, tourism, and recreational enhancement. By transforming an underutilized portion of the site into a high-quality RV resort, the Project will provide lasting benefits to the community, visitors, and the City as a whole.

JC Resorts Website: Dos Osos Golf Club | JC Golf

Attachment “1”

Project Description – Dos Osos RV Resort Escondido, CA

Photos of the proposed RV Spaces and Park Models:

Typical RV Space with chairs, up to 50 amps, sewer hook-ups, parking stall for additional vehicle and can accommodate up to 45’ RV.

Typical park model “Cottage” with occupancy for up to 6 guests, balcony, parking, fully furnished, and air conditioned. Cottages are mobile and sit on a chasey which qualifies them as mobile homes.

Re-opening of the Dos Osos Golf Club and ribbon-cutting ceremony with City of Escondido officials and community partners.

Typical Friday night pizza and wine social events on the expansive outdoor deck at the Clubhouse, which overlooks Hole 17 and 18 fairways of the Dos Osos golf course. The Applicant plans to retain and enhance these community-focused amenities along with future programmatic social gatherings.

Attachment "2"

CITY OF ESCONDIDO
PLANNING SERVICES
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
760-839-4671

Notice of Exemption

To: Assessor/Recorder/County Clerk
Attn: Fish and Wildlife Notices
1600 Pacific Hwy, Room 260
San Diego, CA 92101
MS: A-33

From: City of Escondido
Planning Services
201 North Broadway
Escondido, CA 92025

Project Title/Case No: Specific Plan Amendment Authorization/PL26-0121

Project Location - Specific: The property located on the south side of Hidden Oaks Lane, and bounded by Fallbrook Place to the west and Old Ranch Road to the east, and is addressed as 2492 Old Ranch Road, Escondido, CA 92027 (APNs: 241-202-14-00/241-211-01/241-211-05)

Project Location - City: Escondido **Project Location** - **County**: San Diego

Description of Project: Authorizing City staff to accept the intake of an application for formal processing of a Specific Plan Amendment to amend the Rancho San Pasqual Specific Plan to facilitate development of a recreational vehicle resort and golf club. The Project would allow for further processing of the Specific Plan Amendment and associated entitlements which are subject to further discretionary and environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: Kyle Weichert

Address: 970 W. 190th St., Ste. 995, Torrance, CA 90502 Telephone: 310-986-2439

☒ Private entity ☐ School district ☐ Local public Agency ☐ State agency ☐ Other special district

Exempt Status: The Project is statutorily exempt pursuant to CEQA Guidelines section 15262 (Feasibility and Planning Studies).

Reasons why project is exempt: The Project is statutorily exempt from CEQA because it involves the authorization by the Escondido City Council to accept the intake and further review of a proposed General Plan Amendment and associated discretionary entitlements that will undergo a comprehensive environmental review consistent with the CEQA Guidelines. The granting of the authorization does not commit the lead agency to any future action associated with future discretionary application.

Lead Agency Contact Person: Ivan Flores, AICP Area Code/Telephone/Extension: 760-839-4529

Signature:_____ _____
Ivan Flores, AICP Date
Principal Planner

☐ Signed by Lead Agency Date received for filing at OPR:

☐ Signed by Applicant

STAFF REPORT

June 24, 2026
File Number 0600-10; A-3561

SUBJECT

AWARD OF CONTRACT FOR ENGINEERING DESIGN SERVICES FOR 1217 SIERRA LINDA DRIVE STORM DRAIN REPAIR PROJECT

DEPARTMENT

Development Services, Engineering Division

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-110, authorizing the Mayor, on behalf of the City, to execute a Consulting Services Agreement with Nasland Engineering in the amount of $328,808 for design engineering services of the 1217 Sierra Linda Drive Storm Drain Repair Project ("Project").

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

Presenter: Jason Christman, Interim-City Engineer

ESSENTIAL SERVICE – Yes, Public Works/Infrastructure

COUNCIL PRIORITY – Trust and Accountability; Public Safety

FISCAL ANALYSIS

There are sufficient Gas Tax funds programmed in the CIP Budget to fully fund this Project.

PREVIOUS ACTION

On June 17, 2026 the City Council adopted the Fiscal Year 2026/2027 Capital Improvement Program Budget and allocated funds to complete this Project.

BACKGROUND

Sierra Linda Drive is a residential street located within the southeast portion of the City of Escondido. Running perpendicular to the roadway and extending southwesterly into the adjacent canyon is a City owned storm drain facility, within a City easement on private property. This storm drain collects surface runoff and carries it through an energy dissipator box. The water is then carried through a corrugated metal pipe ("CMP") downstream where it daylights into the canyon. The closest intersection, located to the southeast, is the intersection of Sierra Linda Drive and Vista Bonita Lane.

CITY of ESCONDIDO

STAFF REPORT

As a result of erosion due to rain, surface runoff, the existing condition of the storm drain and other factors, the soil has eroded around the storm drain and energy dissipator structure. This erosion has resulted in a section of CMP collapsing into the canyon and the energy dissipator structure suspended in mid-air with no support. Additional erosion has occurred around the dissipator structure and on the adjacent slopes.

The Project will include the evaluation of current site conditions and perform a risk assessment, a topographic survey of the existing Project area, a drainage study, engineering drawings, front-end documents, technical specifications, special provisions, bid and submittal lists, and measurement of payments for the chosen remediation measures, an environmental evaluation and permitting analysis, engineer's estimate, interagency coordination and support to the City during the Bidding and Construction phases of the Project.

The request for proposals ("RFP") was published on April 2, 2026. On May 13, 2026, three proposals were received in response to the request for proposals for the Project. The proposers along with the proposed fees for the engineering design services include:

REC Consultants., Inc.	$316,773
Nasland Engineering	$328,808
Michael Baker International, Inc.	$378,098

Staff evaluated the proposals and determined that the proposal submitted by Nasland Engineering is the most qualified proposal. The proposal submitted by Nasland Engineering meets all the requirements set forth in the Request for Proposal. Staff recommends awarding a Consulting Services Agreement in the amount of $328,808 to Nasland Engineering for engineering design services for this Project.

RESOLUTIONS

a. Resolution No. 2026-110
b. Resolution No. 2026-110— Exhibit "A" – Consulting Services Agreement

RESOLUTION NO. 2026-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING SERVICES AGREEMENT WITH NASLAND ENGINEERING FOR THE 1217 SIERRA LINDA DRIVE PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program ("CIP") Budget for the 1217 Sierra Linda Drive Project ("Project"); and

WHEREAS, a request for engineering design proposals for the Project was posted on April 2, 2026, proposals were received on May 13, 2026.

WHEREAS, Nasland Engineering was determined to be the most qualified consultant that provided the best value to the City; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve a Consulting Services Agreement with Nasland Engineering in the amount of $328,808.

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 Mayor is authorized to execute, on behalf of the City, a Consulting Services Agreement with Nasland Engineering for engineering design of the 1217 Sierra Linda Drive Project in the amount of $328,808, 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 Engineer retains the authority to approve contract amendments in accordance with the Municipal Code.

CITY OF ESCONDIDO
CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Amanda Fleck
760-839-4072
("CITY")

And: Nasland Engineering
a California corporation
4740 Ruffner Street
San Diego, CA 92111
Attn: Larry Thornburgh
858-292-7770
("CONSULTANT").

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

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to provide engineering design services for the Sierra Linda Drive Storm Drain Repair Project;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

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

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of **$328,808**. CONSULTANT 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. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.

4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.

6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.

7. Insurance Requirements.

   a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

      (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than $2,000,000 per occurrence and $4,000,000 general aggregate.

      (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

(3) *Workers' Compensation*. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

(4) *Professional Liability (Errors and Omissions)*. Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate.

(5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.

b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

(1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.

(2) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

(3) *Primary Coverage*. CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

(4) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

(5) *Subcontractors*. If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(6) *Waiver of Subrogation*. CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.

(7) *Self-Insurance*. CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of

other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.

(8) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the CITY.

c. *Verification of Coverage*. At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

d. *Special Risks or Circumstances*. The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

e. *No Limitation of Obligations*. The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.

f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

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

a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. Further, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault.

b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San

Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.

13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.

20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

21. Compliance with Laws, Permits, and Licenses. CONSULTANT 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. CONSULTANT 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 CONSULTANT to comply with this section.

22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at http://www.dir.ca.gov/oprl/dprewagedetermination.htm and incorporated into this Agreement by this reference. 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 CONSULTANT to comply with this section.

23. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

_____
Dane White, Mayor

Nasland Engineering

Date: _____

_____
Larry Thornburgh, Director of Engineering

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

BY: _____

DATE: _____

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

ATTACHMENT "A"

Scope of Work

A. General

Nasland Engineering, a California Company ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with engineering consulting services related to the Sierra Linda Dr Storm Drain Repair Project ("Project").

B. Location

Consultant to provide engineering services in relation to the Sierra Linda Drive Storm Drain Repair Project. The City owned storm drain facility is located within a City easement within the private property boundary at 1217 Sierra Linda Drive, Escondido, CA 92025.

C. Services

The City owned storm drain collects surface runoff and carries it through an energy dissipator box. The water is then carried through a corrugated metal pipe (CMP) downstream where it daylights into a canyon.

The Consultant shall prepare a complete set of bid ready construction documents for the Project including design plans, specifications, front-end documents, special provisions, bid list, submittal list, measurements of payments, estimate of time to construct, and engineer's construction cost estimate that will ultimately be incorporated into the overall construction documents which will be issued for bidding purposes.

The Project goals include but are not limited to:

1. Identifying a constructable solution for the complete repair of the storm drain facility.

2. The reestablishment of the existing fill placed for the roadway, for pipe cover, and for the restoration of the adjacent canyon side slopes.

3. The establishment of erosion resistant measures downstream of the outlet of the storm drain to prevent additional erosion from occurring in the future.

The City anticipates a phased approach to this Project consisting of evaluation and risk assessment of the current conditions, environmental evaluation and permitting, complete repair design and support during construction. The anticipated phases include:

Phase 1: Evaluate the existing conditions and perform a risk assessment of the storm drain, roadway, and canyon floor.

Phase 2: Perform an environmental evaluation to determine any required permitting needed to construct the repairs and a right-of-way evaluation to identify the extents of the City's easement and evaluate the needed temporary construction easement. The consultant will be responsible for conducting any required studies or analyses for obtaining environmental clearance through the CEQA process and any resource agencies.

Phase 3: Obtain environmental approval for the Project while developing a complete engineering design to repair the storm drain and re-establish the existing roadway fill, the fill placed for pipe cover, and for the restoration of the adjacent canyon side slopes.

Phase 4: Provide engineering support during bidding and construction and prepare a complete set of as-builts.

Engineering services shall generally include but shall not be limited to:

1. Provide an evaluation of current site conditions and perform a risk assessment. The evaluation and assessment should include a description of the level of damages the site has sustained, the required access to the site, an assessment of the current condition of the dissipator structure, an evaluation of the current condition of the roadway and risk assessment of potential damage to the roadway in the future.

2. Perform a topographic survey of the existing Project area. Survey will capture surface elevations, flow paths, watershed boundaries, utility locations, and the extents of the existing easement in which the storm drain system is located. Accurate mapping of the existing easement is critical, as any potential storm drain upgrades will need to remain within the easement boundaries. Mapping of a temporary construction easement shall also be performed.

3. Perform a detailed drainage study to assess surface water flow patterns, runoff coefficients, time of concentration and historical flooding concerns while evaluating the impact of various storm events on the existing drainage system. A detailed hydraulic analysis shall be performed to examine peak flow rates, pipe sizing, and system capacity to ensure the existing corrugated metal storm drain can adequately convey expected storm water flows. The analysis will identify potential deficiencies in the existing system and provide recommendations for necessary improvements.

4. Provide a constructible solution to be presented to the City for proposed remedial measures. This solution will be at the conceptual level and shall include figures depicting the solution and final product overlain in the area. The solution shall include strategies to prevent further damage to the storm drain system and maintain Sierra Linda Drive. The solution should include a description of any pros/cons, any recommended upgrades to the existing storm drain system, the feasibility of construction considering the site restraints, clearing/grubbing required, and an estimated cost to construct the solution. The City will then review the solution and will provide the consultant with feedback. The consultant should plan to present the solution to the City and incorporate any comments.

5. Provide an environmental evaluation and permitting analysis. The evaluation shall be in accordance with the California Environmental Quality Act (CEQA) guidelines, and any other resource agency requirements. The Consultant shall be responsible for performing all necessary studies and analyses to obtain all environmental approval necessary to move forward with construction and will be required to perform any necessary studies and analyses for all required permits for the Project including but not limited to any local, City, State, Federal and environmental permits.

6. Provide engineering drawings showing the proposed rehabilitation including storm drain repairs, reestablishment of existing roadway fill, the fill placed for pipe cover, and for the restoration of the adjacent canyon side slopes. The selected consultant will submit 30%, 60%, 90%, and 100% complete plan sets and respond to all comments received from these submittals. It is anticipated that the design process duration will be four to twelve months from the notice to proceed, depending on the level of environmental permitting/approval needed. After all comments have been addressed at 100% submittal stage, final drawings will be signed by the engineers of record and submitted to the City. The City will require two weeks review time at each submittal stage. Consultant should plan to meet with the City for one hour at each submittal phase to present the plans and associated documents and to discuss the Consultant's progress and any concerns. Plans must comply with all City Standards and must comply with all other applicable

codes and standards. It is important to note that the conceptual figures developed and submitted as described in C.4 above are not considered a 30% submittal.

7. Provide front-end documents, technical specifications, special provisions, bid lists, submittal lists, and measurement of payments using the Greenbook format and considering the City's Standard General Conditions. The front-end documents should be developed using the City's latest approved front-end template and modified specifically for this Project. These documents shall be submitted for review at the 60%, 90%, and 100% complete submittal stage. After all comments have been addressed at 100% submittal stage, then final documents will be signed by the engineers of record and submitted to the City. The City will require two weeks review time at each submittal stage. The documents should be submitted at the same time as the respective plan set percentage level as listed in Section C.4. above, and the Consultant should plan to present the documents during the meeting with the City as listed in Section C.4. above. Specifications must comply with all City standards and must comply with all other applicable codes and standards.

8. Prepare engineer's estimates for construction time and cost for the contractor to construct and close out the Project. Estimates for construction time and cost shall be submitted for review at the 30%, 60%, 90% and 100% complete submittal stage. The City will require two weeks review time at each submittal stage. The construction time and cost estimate should be submitted at the same time as the respective plan set percentage level as listed in Section C.4. above, and the Consultant should be prepared to present the engineer's estimates for construction time and cost during the meeting with the City as listed in Section C.4. above. Estimates for construction time and cost must comply with all City standards and must comply with all other applicable codes and standards.

9. Coordinate with any agency utilities to incorporate any changes to existing utilities that may be affected by the Project.

10. Provide coordination between the City and future Contractors during the bidding process and construction phase of the Project. The consultant will be responsible for answering questions from perspective bidders and preparing addenda during the bidding phase, providing clarification to plans and specifications, responding to requests for information (RFIs) from the Contractor, preparing revised plans and specifications during bidding and as construction proceeds, preparing a submittal list and reviewing submittals, and creating final "As-Built" plans upon completion.

D. Scheduling

Project location falls within private property and requires coordination with the private property owner. All communication requiring involvement or permissions from the property owner shall go through City Staff and the City Attorney's office. Consultant is required to **provide a minimum of 72 hours advance notice** for site visits or site evaluations.

Designated point of contact for all communications is Amanda Fleck at amanda.fleck@escondido.gov and Nick Josten at nick.josten@escondido.gov. Mark Bookholder at mark.bookholder@escondido.gov with the City Attorney Office shall be included on all corespondence with the property owner.

E. Contract Price and Payment Terms

The contract price shall not exceed **$328,808**. Service rates as detailed in **Exhibit 1**, which is attached hereto and incorporated herein by this reference, shall remain firm throughout the term of

this Agreement. The contract price includes all labor, materials, equipment, and transportation required to perform the work on a **time and materials basis**. Services will 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.

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through Project Completion.

ATTACHMENT "B"

Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

NAME	TITLE	EMAIL ADDRESS	COMPANY
LARRY THORNBURGH, PE, PLS	Director of Engineering *Key Point of Contact Responsible for All Communications With The City*	larryt@nasland.com	Nasland Engineering
JARRETT LINN, PE	Project Manager	jarrettl@nasland.com	Nasland Engineering
JOHN WINN	Survey Project Manager	johnw@nasland.com	Nasland Engineering
NICK LARKIN	Environmental Program Manager	nlarkin@ reconenvironmental.com	Recon
LORI SPAR	CEQA Director	lspar@reconenvironmental. com	Recon
MORGAN WEINTRAUB	Associate Project Manager	mweintraub@ reconenvironmental.com	Recon
BETH PROCSAL	Senior Manager/ Biologist	bprocsal@ reconenvironmental.com	Recon
CARMEN ZEPEDA-HERMAN, RPA	Senior Archaeologist	czepeda@ reconenvironmental.com	Recon
JESSICA (JESSE) FLEMING	Senior Air Quality/ Noise/GHG Specialist	jfleming@ reconenvironmental.com	Recon
ANNA TOUCHSTONE	Senior Regulatory Specialist	atouchstone@ reconenvironmental.com	Recon
ROBERT STROH, PG, CEG	Associate Geologist	rstroh@verdantas.com	Verdantas
NICHOLAS TRACY, PE, GE	Associate Engineer	ntracy@verdantas.com	Verdantas

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

Acknowledged by:

Date: _____

_____
Larry Thornburgh, Director of Engineering

STAFF REPORT

June 24, 2026
File Number 0600-10; A-3562

SUBJECT

CONTRACT AWARD FOR HAULING AND BENEFICIAL USE OF THE HALE AVENUE RESOURCE RECOVERY FACILITY BIOSOLIDS

DEPARTMENT

Utilities, Wastewater

RECOMMENDATION

Request the City Council take the following actions:

1) Adopt Resolution No. 2026-71, authorizing the Mayor to execute a Public Services Agreement in the amount of $3,300,000 with Synagro West, LLC, the lowest responsive bidder, for hauling and beneficial use of biosolids from the Hale Avenue Resource Recovery Facility for FY2026 through FY2029; and
2) Authorize the City Manager to execute the first and second amendments to the Public Service Agreement with Synagro West, LLC, in the event the City exercises the option to renew for FY2030 and FY2031.

Staff Recommendation: Approval (Utilities: Daniel Peterson, Director of Utilities)

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

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

COUNCIL PRIORITY –Prioritize Public Safety

FISCAL ANALYSIS

Synagro West, LLC will charge a base price of $70.87 per wet ton for hauling and beneficial reuse of Hale Avenue Resource Recovery Facility (“HARRF”) biosolids. The HARRF produces approximately 15,470 wet tons of biosolids annually, resulting in an estimated annual base cost of approximately $1,100,000.

The contract allows for a fuel surcharge to be applied when the price of diesel fuel exceeds $6.00 per gallon, based on the U.S. Energy Information Administration (“EIA”) California diesel price index. As of May 18, 2026, the index price for California was $7.22 per gallon.

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The fuel surcharge is not included in the contract amount and will be applied as a variable, pass-through cost in accordance with the agreement. As a result, actual annual expenditures may vary depending on diesel price fluctuations at the time of service.

Under the current agreement, the base cost per wet ton is $54.11, excluding fuel surcharge adjustments. The proposed base rate of $70.87 per wet ton represents an increase of approximately 31% and reflects current market conditions. This increase is higher than previously anticipated and will need to be incorporated into future wastewater operating budgets and rate planning.

PREVIOUS ACTION

On April 20, 2022, the City Council adopted Resolution No. 2022-46, authorizing the Mayor to execute, on behalf of the City of Escondido, a Public Services Agreement with Tule Ranch/Western Express Transporter's, Inc/Ag Tech LLC. The Agreement included an initial three-year term with options to extend to extend for two additional one-year periods.

BACKGROUND

The HARRF wastewater treatment process produces biosolids, which are treated solids that remain after wastewater is cleaned. These materials are further processed to reduce pathogens and stabilize the solids, allowing them to be safely managed and beneficially reused, most commonly as a soil amendment at approved sites. Federal regulations require that biosolids be safely managed to protect public health, water quality, and the environment. The U.S. Environmental Protection Agency ("EPA") oversees this through the Standards for the Use or Disposal of Sewage Sludge (40 CFR Part 03), which apply to all entities that prepare, transport, or apply biosolids.

Because biosolids must be transported and applied according to these regulations, contracting with a qualified biosolids hauling and beneficial use service ensures the material is handled safely, applied only at approved and compliant sites, and managed in accordance with federal and state requirements. Hauling and reuse services also help the City achieve cost-effective and environmentally responsible disposal while maintaining compliance with all biosolids regulations.

The HARRF wastewater treatment process produces approximately 15,470 wet tons of biosolids annually, which are qualified for beneficial reuse.

City staff issued a Request for Proposals for biosolids hauling and beneficial use services. The scope of work included:

- Transporting biosolids from the HARRF;
- Delivering biosolids to approve and permitted beneficial reuse sites;
- Ensuring all handling, hauling, and land-land application activities meet applicable EPA Part 503 standards and state regulations; and

CITY of ESCONDIDO

STAFF REPORT

- Providing documentation demonstrating compliance with monitoring, reporting, and land-application requirements.

Bids were evaluated based on pricing, experience, safety record, regulatory compliance capabilities, and availability of land-application sites. Three responses were received to the Request for Proposal, all providing a bid, including some form of fuel surcharge. The responsive bidders, including wet ton base prices, are summarized below:

1)	Synagro West, LLC	$70.87 +/- fuel surcharge
2)	Tule Ranch/Western Express Transporter's, Inc./Ag Tech LLC	$75.25 +/- fuel surcharge
3)	Ecology Auto Parts, Inc	$75.02+/-fuel surcharge + monthly trailer rental

Synagro submitted the lowest responsive and responsible bid and demonstrated the ability to fully comply with federal and state regulations. Awarding this contract ensures that the City maintains a reliable and compliant biosolids management program, avoids regulatory violations, and continues beneficial reuse practices that support soil health and reduce disposal costs.

RESOLUTIONS

a. Resolution No. 2026-71
b. Resolution No. 2026-71 – Exhibit "A": Public Services Agreement with Synagro West, LLC

RESOLUTION NO. 2026-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC SERVICES AGREEMENT WITH SYNAGRO WEST, LLC FOR HAULING AND BENEFICIAL REUSE OF HALE AVENUE RESOURCE RECOVERY FACILITY BIOSOLIDS

WHEREAS, the Hale Avenue Resource Recovery Facility ("HARRF") generates Class B biosolids as a part of its wastewater treatment process; and

WHEREAS, Federal and State regulations require that these biosolids are transported away from the HARRF and disposed of or reused in a legal and responsible manner; and

WHEREAS, the biosolids produced at the HARRF may be beneficially reused as alternate daily cover at landfills or as soil amendments for non-food crops; and

WHEREAS, Synagro West, LLC possesses the equipment necessary for hauling and beneficial reuse of HARRF biosolids and was the lowest responsive and responsible bidder for this service.

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 Resolution No. 2026-71 and authorizes the Mayor to execute, on behalf of the City, a Public Service Agreement ("Agreement") with Synagro West, LLC in substantially the same format as Exhibit "A" which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.

3. That the City Council authorizes the City Manager to execute the first and second amendments to the Public Services Agreement with Synagro West, LLC, in the event the City exercises the option to renew for FY2030 and FY2031.

CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Kyle Morgan
760-839-6290, ext. 7017
("CITY")

And: Synagro West, LLC
a Delaware limited liability company
435 Williams Court, Suite 100
Baltimore, MD 21220
Attn: Brian Voss
909-289-3350
("CONTRACTOR").

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

WHEREAS, the Parties desire to enter into this Agreement for the performance of the Services described herein.

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

1. Description of Services. CONTRACTOR shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **$3,300,000**. CONTRACTOR 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. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.

4. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONTRACTOR with 10 days' advance written notice. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.

5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.

6. Insurance Requirements.

   a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

      (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than $2,000,000 per occurrence and $4,000,000 general aggregate.

      (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

      (3) *Workers' Compensation*. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

      (4) *Contractors Pollution Liability*. Contracts Pollution Liability insurance applicable to work being performed, with a limit no less than $2,000,000 per claim and $2,000,000 aggregate per policy period of one year.

      (5) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.

   b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

      (1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.

      (2) *Additional Insured Status*. Both the Commercial General Liability, Automobile Liability, and the Contractors Pollution Liability policies must name the CITY (including its officials,

officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

(3) *Transportation Pollution Liability Endorsement*. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

(4) *Primary Coverage*. CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(5) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

(6) *Subcontractors*. If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(7) *Waiver of Subrogation*. CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.

(8) *Self-Insurance*. CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.

(9) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the CITY.

c. *Verification of Coverage*. At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

d. *Special Risks or Circumstances*. The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

e. *No Limitation of Obligations*. The insurance requirements in this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.

f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONTRACTOR fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

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

a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.

b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

9. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

10. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

11. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.

12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

13. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

14. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

15. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

17. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

18. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.

19. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

20. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONTRACTOR 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 CONTRACTOR to comply with this section.

21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at http://www.dir.ca.gov/oprl/dprewagedetermination.htm and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or

appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONTRACTOR agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

23. Force Majeure/Uncontrollable Circumstances; Change in Law. Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder are delayed or become impossible because of any act of God, terrorism, war, riot, civil disobedience, epidemic, strike, lock- out, or labor dispute, fire or any cause beyond City's control. It is specifically understood that, without limitation, none of the following acts, events, or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or interpretation thereof. Contractor and City shall use reasonable best efforts to reach an agreement on appropriate mitigating actions under the circumstances.

24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

_____
Dane White, Mayor

Synagro West, LLC

Date: _____

_____
Rhylee Callan, Contracts Manager

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

BY: _____

DATE: _____

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

ATTACHMENT "A"

Scope of Work

A. General

Synagro West, LLC., a Delaware limited liability company ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with Hauling and Beneficial Use of Biosolids services.

B. Location

Contractor will provide services at the City's Hale Avenue Resource Recovery Facility located at 1521 S. Hale Avenue, Escondido, CA 92029.

C. Services

In preparation for pick-up by the Contractor, City staff will load bio-solids into provided trailers and weigh each loaded trailer. The City's scale is not a certified scale. As such, the Contractor will be required to provide a certified weight ticket for each trailer load. City staff will stage full trailers for pick-up by the Contractor. Pick-ups and deliveries shall be completed seven days a week, or as necessary between the hours of 7 a.m. and 6 p.m.

The scope of services for this project shall generally include:

1. Provision of certified weight ticket for each trailer load;
2. Provide a minimum of three trailers on site at all times;
3. Transportation of biosolids in watertight trailers, with retractable, intact tarp covers;
4. Removal of loaded trailers from the HARRF within 24 hours of staging;
5. Provision of additional trailers, as required on a short-term basis, to accommodate increased biosolids quantities; and
6. Maintenance of all Contractor provided equipment, tractors and trailers such that the Contractor provided equipment is: in sound working condition; meets all applicable California Department of Transportation safety requirements; and is California emissions compliant.

D. Scheduling

Contractor to schedule specific dates of work in advance by contacting the HARRF Duty Operator at 760-535-2151or by emailing Bodie Mitchell at Bodie.Mitchell@escondido.gov. Work shall be performed in-between the hours of 7 a.m. and 6 p.m., seven days a week. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price shall not exceed **$3,300,000 ($1,100,000 per year).** The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will 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 City shall pay fuel surcharges associated with services provided under this Agreement in the event that California's base fuel price rises above $6.00 per gallon. Any fuel surcharges in excess of $6.00 must be included in a separate line of each applicable invoice submitted by Contractor to the City for payment.

F. Term

The term of this Agreement shall be for a period of three years commencing on the Effective Date of the Agreement through **June 30, 2029** ("Initial Term").

The City Manager shall have the authority to extend the Initial Term for a period of up to two years, not to exceed a total of **five consecutive years**, based on satisfactory performance by the Contractor. Any extension of the Initial Term or additional services shall be pursuant to an Amendment in accordance with Section 11 of the Agreement. In the event that the City elects to exercise the option to extend, the City will notify the Contractor 60 days prior to the end of the Initial Term.

G. Other

City's funding of this Agreement shall be on a fiscal year basis and is subject to annual appropriations. Contractor acknowledges that the City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for purposes of this Agreement. Accordingly, the Parties agree that the terms within this Agreement are contingent upon appropriation of funds.

1. Biosolids transported from the HARRF are required to:
    a. Be processed and land applied; or
    b. Be directly land applied; or
    c. Be off loaded at a landfill; or
    d. Be delivered to a subcontractor for composting in accordance with local ordinances.
2. End-use sites are specifically permitted for the uses described above.
3. Random inspections of the end-use sites are executed with or without notice by the generators, health offices, regulators, contractors, and auditors for verification that the above requirements are being met.
4. Biosolids are regulated through the Code of Federal Regulations, Section 40, Part 503 (40 CFR 503), which sets minimum standards that must be met before the biosolids can be land applied.
5. It is required that the beneficial use of the biosolids be an environmentally and economically sound process. The current solids handling treatment process produces approximately 42.4 wet tons of "Class B" biosolids per day. The digested sludge is dewatered in Andritz centrifuges to 20-30% solids.

STAFF REPORT

June 24, 2026
File Number 0480-70

SUBJECT

FISCAL YEAR 2025/26 PAUL COVERDELL FORENSIC IMPROVEMENT PROGRAM GRANT AND BUDGET ADJUSTMENT

DEPARTMENT

Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-100 authorizing the Chief of Police or his designee to (1) accept a FY 2025-26 California Office of Emergency Services (CalOES) Paul Coverdell Forensic Science Improvement Program Grant in the amount of $51,013 to cover costs of equipment to improve the quality and timeliness of forensic science services and costs associated with maintaining accreditation for the Police Department Forensic Services Unit; (2) execute all documents necessary for the management and completion of the grant scope; and (3) authorize the necessary budget adjustment needed to spend grant funds.

Staff Recommendation: Approval (Police Department: Ken Plunkett, Chief of Police)

Presenter: Ken Plunkett, Chief of Police

ESSENTIAL SERVICE – Yes, internal requirement in support of police services

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

Grant funds will be used to purchase forensic operational supplies and cover accreditation fees for the forensic unit for crime scene investigation. This will have no impact on the General Fund Budget.

PREVIOUS ACTION

On February 19, 2025, City Council adopted Resolution No. 2025-10 approving a Paul Coverdell Forensic Science Improvement Program Grant in the amount of $51,515.

BACKGROUND

The Escondido Police Department has received a FY 2025-26 CalOES Paul Coverdell Forensic Science Improvement Program Grant in the amount of $51,013, funded through the Bureau of Justice Assistance.

CITY of ESCONDIDO

STAFF REPORT

Grant funding must be used to cover costs associated with acquiring and maintaining accreditation for crime labs, reducing forensic investigation backlogs, and improving the quality and timeliness of forensic science services.

The Escondido Police Department proposes to utilize grant funds on the following items:

- Costs associated with annual fees required to maintain Forensic Service Unit accreditation;
    - In 2019, the Escondido Police Department Forensic Services Unit became fully accredited. Annually there are fees to maintain that accreditation. This grant will cover the costs of these fees.
- Forensic analysis equipment including specialized lights;
- Consumable Forensic supplies;
- Update of office equipment; and
- Digital Camera to photograph forensic evidence.

The items provided by grant funding will improve the quality and timeliness of forensic science services within the City of Escondido.

RESOLUTIONS

a. Resolution No. 2026-100

ATTACHMENTS

a. Attachment “1”—Budget Adjustment

RESOLUTION NO. 2026-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE OR HIS DESIGNEE TO ACCEPT A FY 2025-26 CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES) PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANT IN THE AMOUNT OF $51,013, EXECUTE ALL DOCUMENTS NECESSARY FOR THE MANAGEMENT AND COMPLETION OF THE GRANT SCOPE, AND AUTHORIZE THE NECESSARY BUDGET ADJUSTMENT

WHEREAS, the City of Escondido desires to improve the quality and timeliness of forensic science services; and

WHEREAS, the Escondido Police Department has designated the FY 2025-26 Paul Coverdell Forensic Science Program Grant to conduct specific programs to address these goals; and

WHEREAS, the Paul Coverdell Forensic Science Program Grant will be paid for from funds made available by the California Office of Emergency Services (hereafter referred to as CalOES), through the Bureau of Justice Assistance.

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, as authorized agent, to accept the FY 2025-26 Paul Coverdell Forensic Science Program Grant from CalOES, in the amount of $51,013, and execute all necessary documents for the management and completion of the grant scope.

3. That City Council hereby approves and authorizes the necessary budget needed to establish a new project number for tracking and spending of grant funds.

4. That grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

Docusign Envelope ID: 6553A76B-054A-897E-8179-1EC845B74FF6

BUDGET ADJUSTMENT REQUEST

Department:	Police Department	**For Finance Use Only**
Department Contact:	Barbara MarLett x4734	**BA #** _____
City Council Meeting Date: *(attach staff report)*	June 24, 2026	**Fiscal Year** _____

EXPLANATION OF REQUEST

A budget adjustment is needed to spend FY2025-26 Paul Coverdell Forensic Science Improvement Program Grant from California Office of Emergency Services for Forensic Services Unit's Operating Supplies

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Grant Revenue	**4128-451-new Grant Number**	**$51,013**	
FY23-24 Paul Coverdell Forensic Science Improvement Program Grant	**451-500-new Grant Number**	**$51,013**	

APPROVALS

Signed by: Ken Plunkett 581C2D657E4C403...	6/15/2026	Signed by: Christina Holmes B56F52D8C10540B...	6/15/2026
DEPARTMENT HEAD	**DATE**	**FINANCE**	**DATE**

STAFF REPORT

June 24, 2026
File Number 0600-10; A-3602-1

SUBJECT

APPROVAL OF SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT WITH HROD, INC. DBA MMO PARTNERS AND AUTHORIZATION FOR THE CITY MANAGER TO APPROVE ANNUAL CONTRACT AMENDMENTS FOR FEDERAL LOBBYING SERVICES THROUGH SEPTEMBER 30, 2029

DEPARTMENT

City Manager's Office

RECOMMENDATION

Request the City Council adopt Ordinance No. 2026-14 approving a Second Amendment to the Consulting Services Agreement with HROD, Inc. dba MMO Partners to provide lobbying services to support the City of Escondido's Federal legislative priorities and authorizing the City Manager to approve annual contract amendments.

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

Presenter: Christopher McKinney, Deputy City Manager

ESSENTIAL SERVICE – No

COUNCIL PRIORITY –

FISCAL ANALYSIS

Pursuant to Ordinance No. 2026-14, authorization to approve annual contract amendments of the Agreement with MMO Partners will continue through June 30, 2027, with the cumulative value of any such amendments after the adoption of Ordinance No. 2026-14 shall not to exceed $108,000. If this additional authorization for the City Manager is approved, City staff will conduct a formal solicitation for federal lobbying and legislative services prior to the expiration of this authorization on June 30, 2027.

HROD, Inc. dba MMO Partners ("MMO Partners") has provided Federal lobbying services to the City since January 2022 for a fee of $8,000 per month. Total fees paid to MMO Partners over the four-and-one-half-year period ending with Fiscal Year 2026 are $432,000. The requested authorization of up to $108,000 over three years is an average of $9,000 per month. MMO Partners is not proposing a fee increase in the upcoming fiscal year, but the requested authorization would allow the City Manager to consider a future limited fee escalation if requested by MMO Partners. In addition to representing the City in legislative

CITY of ESCONDIDO

STAFF REPORT

matters at the Federal level, MMO Partners' efforts have assisted the City in obtaining approximately $38 million in Federal funding for a variety of street and stormwater infrastructure projects.

PREVIOUS ACTION

No prior City Council action.

BACKGROUND

On January 1, 2022, the City entered into a Consulting Agreement with MMO Partners for Federal lobbying services for a fee of $8,000 per month. MMO Partners has served the City in this capacity for the same fee since the inception of the 2022 contract, continuing to work under several annual renewed contracts and contract extension.

Through their collaboration and advice, the Federal government has awarded the City approximately $38 million in Federal funding and low-cost loans for wildfire mitigation, traffic management, storm drains, and drinking water infrastructure. Some notable examples include:

Water/Stormwater Infrastructure

- $34,000,000 — Escondido Creek Authorization: Water Resources Development Act of 2022 (HR 7776), signed December 23, 2022. The authorization provides dedicated federal investment for water and wastewater infrastructure, including stormwater management in the vicinity of Escondido Creek.

Transportation

- $1,400,000 — South Escondido Access Project: FY23 Consolidated Appropriations Act. Relieves congestion and improves safety and accessibility to local businesses, planned development, and an elementary school at Center City Parkway (Old Highway 395).
- $1,000,000 — Grand Avenue Corridor — FY24 Community Project Funding.
- $1,000,000 — Grand Avenue Corridor — FY26 THUD Appropriations. Represents continued multi-year advocacy success for this critical corridor.
- $662,000 — Mission Avenue Traffic Safety Project — FY27. *Pending congressional action.*
- $500,000 — Valley Parkway Pedestrian & Roadway Safety Project — FY27. *Pending congressional action.*

CITY of ESCONDIDO

STAFF REPORT

Public Safety & Emergency Preparedness

- $220,000 — Rapid DNA Technology: FY24 Community Project Funding.
- $150,000 — Community Wildfire Protection Plan Update: US Forest Service Community Wildfire Defense Grant. Directly supports Escondido's preparation for wildfire risk — one of the region's most urgent challenges.

Additionally, MMO Partners has aided the City in remaining connected and engaged with the City's Congressional representatives, California's two Senators, and various Federal funding agencies, including the Army Corp of Engineers, the Environmental Protection Agency, the Federal Emergency Management Agency, and the Forest Service.

Further contract amendments to MMO Partners would exceed the City Manager's authority without approval from the City Council. The purpose of the proposed Ordinance is to allow the City Manager to authorize further services from MMO Partners to continue the City's success obtaining Federal funding and remaining engaged in impacting Federal legislation.

ORDINANCES

a. Ordinance No. 2026-14
b. Ordinance No. 2026-14—Exhibit "A"—Second Amendment to Consulting Agreement with MMO Partners

ATTACHMENTS

a. Attachment "1" – 2024 Consulting Agreement with MMO Partners

ESCONDIDO
City of Choice

CITY OF ESCONDIDO
CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Sean McGlynn
760-839-4631
("CITY")

And: HROD, Inc.
a California corporation
dba MMO Partners
101 Constitution Ave. N.W.
Suite 825 East
Washington, DC 20001
Attn: John R. O'Donnell
202-897-2271
("CONSULTANT").

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

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to provide lobbying services to carry out the CITY's federal legislative priorities; and

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

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

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of **$96,000**. CONSULTANT 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.

3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.

4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.

6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.

7. [Intentionally Omitted.]

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

   a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the

Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.

b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.

13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to

an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.

20. [Intentionally Omitted.]

21. Compliance with Laws, Permits, and Licenses. CONSULTANT 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. CONSULTANT 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 CONSULTANT to comply with this section.

22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at http://www.dir.ca.gov/oprl/dprewagedetermination.htm and incorporated into this Agreement by this reference. 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 CONSULTANT to comply with this section.

23. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: 7/24/24

Sean McGlynn, City Manager

HROD, Inc dba MMO Partners

Date: July 26, 2024

Signature

John R O'Donnell

Name & Title (please print) Managing Partner

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

BY:

DATE: 7/29/24

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

ATTACHMENT "A"

Scope of Work

A. General

HROD, Inc dba MMO Partners, ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with full service lobbying services to carry out Escondido's federal legislative priorities.

B. Location

Consultant to provide services in relation to the City's federal lobbying services remotely from their offices at: 101 Constitution Ave. N.W., Suite 825 East, Washington, DC 20001.

C. Services

Consultant shall provide services as described in **Exhibit 1** to this Scope of Work, which is attached hereto and incorporated by this reference. In the event of a conflict between this Agreement and Exhibit 1, the terms of this Agreement shall prevail.

D. Scheduling

Consultant to provide services on a monthly basis and as-needed for federal lobbying priorities. Inquires related to this Agreement shall be directed to Sean McGlynn, City Manager, sean.mcglynn@escondido.gov., 760-839-4631.

E. Contract Price and Payment Terms

The contract price shall not exceed **$96,000.** Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice.

F. Term

The term of this Agreement shall be for **one year** commencing on the Effective Date of this Agreement ("Initial Term"). The City shall have three one-year options to extend the Initial Term.

ATTACHMENT "B"
Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

1. John R. O'Donnell, Senior Partner, MMO Partners; and
2. Kyriakos Pagonis, Vice President, MMO Partners; and
3. Heather O'Donnell, Senior Policy Advisory and Grants Manager, MMO Partners.

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

Acknowledged by:

Date: July 26,2024

John R. O'Donnell, Managing Partner

ORDINANCE NO. 2026-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE CONSULTING AGREEMENT WITH HROD, INC. DBA MMO PARTNERS AND AUTHORIZING THE CITY MANAGER TO APPROVE FUTURE CONTRACT AMENDMENTS WITH HROD, INC. DBA MMO PARTNERS FOR FEDERAL LOBBYING SERVICES THROUGH JUNE 30, 2027 IN A TOTAL AMOUNT NOT TO EXCEED $325,000

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

SECTION 1. The City Council makes the following findings:

a) That the contractual relationship between the City of Escondido and HROD, Inc. dba MMO Partners has served the City's interests by advancing its Federal legislative and funding priorities since 2022.

b) That the City Council believes that it is in the best interests of the City to renew the existing contract with HROD, Inc. dba MMO Partners for the period through June 30, 2027.

c) To ensure uninterrupted services and representation of the City's legislative and funding priorities in the coming years, it is in the City's best interest to authorize the City Manager, or his designee, to execute, on behalf of the City, future amendments to the Consulting Services Agreement with HROD, Inc. dba MMO Partners as described herein.

d) Signature authority for future amendments delegated to the City Manager pursuant to this Ordinance shall be effective through June 30, 2027, and shall not exceed a cumulative value of $108,000.

SECTION 2. The City Council has reviewed and considered the above findings and authorizes execution of a Second Amendment of existing Consulting Agreement with HROD, Inc. dba MMO Partners and delegation of signature authority to the City Manager for future amendments until June 30, 2027, in a cumulative amount not to exceed $108,000.

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

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

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

CITY OF ESCONDIDO
SECOND AMENDMENT TO CONSULTING AGREEMENT

This Second Amendment to Consulting Agreement ("Second 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: Sean McGlynn
760-839-4631
("CITY")

And: HPROD, Inc.
a California corporation
dba MMO Partners
101 Constitution Ave NW
Suite 825 East
Washington, DC 20001
Attn: John R. O'Donnell
202-897-2271
("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 July 29, 2024, which was subsequently amended by a First Amendment dated July 24, 2025 (collectively, the "Agreement"), wherein CITY retained CONSULTANT to provide services for full-service lobbying services to carry out Escondido's federal legislative priorities, as more specifically described in the Agreement, as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement as described herein.

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

1. The CONSULTANT shall continue furnish all of the Services described the Agreement.

2. The annual cost of services ($96,000) shall remain unchanged pursuant to this Second Amendment.

3. Pursuant to this Second Amendment, the term of the Agreement shall be extended for **one year** commencing on the Effective Date of this Second Amendment.

4. All other terms of the Agreement not referenced in this Second Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Second, this Second Amendment shall prevail.

5. This Second Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.

6. This Second 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 Second Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.

7. Unless a different date is provided in this Second Amendment, the effective date of this Second Amendment shall be the latest date of execution set forth by the names of the signatories below.

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

CITY OF ESCONDIDO

Date: _____

_____
Dane White, Mayor

HPROD, Inc dba MMO Partners

Date: _____

_____
John R. O'Donnell, Managing Partner

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

BY: _____

DATE: _____

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

ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A PLANNED DEVELOPMENT PERMIT (MASTER AND PRECISE PLAN) TO ALLOW GROUND-FLOOR RESIDENTIAL USES FOR THE CONSTRUCTION OF 94 UNITS

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

SECTION 1. The City Council makes the following findings:

a) Storm Properties, represented by Storm Bird ("Applicant"), filed a land use development application, Planning Case Nos. PL25-0096/PL25-0097/PL25-0098/PL25-0099 ("Application)", consistuting a request for a Tentative Subdivision Map to merge two (2) existing lots into one and to permit condominium units; a Planned Development Permit (Master and Precise Plan) to permit ground-floor residential units in the Downtown Specific Plan; and a Design Review Permit for the construction of ninety-four (94) for-sale dwelling units ("Project") on a 3.51 gross acre site located at 510 to 520 W. Valley Parkway (Assessor's Parcel Numbers: 229-331-17-00 & 229-331-16-00), in the Downtown Specific Plan Area (SPA-9) general plan land use designation, and Specific Plan (S-P) zone;

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

c) The Planning Services Area of the Development Services Department completed its review, and scheduled a public hearing regarding the Project before the Planning Commission on May 12, 2026. Following the public hearing on May 12, 2026, the Planning Commission adopted

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

STAFF REPORT

June 24, 2026
File Number 0680-50

SUBJECT

PL25-0083: ZONE TEXT AMENDMENTS – ARTICLE 70 AND ARTICLE 1

DEPARTMENT

Development Services, Planning Services

RECOMMENDATION

Request the City Council adopt Ordinance No. 2026-13 approving a Zone Text Amendment to Chapter 33 (Zoning) of the Escondido Municipal Code, specifically Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) and Article 1 (General Provisions and Definitions), for the purpose of compliance with mandatory State law, specifically Government Code sections 66310 through 66342. The Zone Text Amendment includes minor text updates to Article 1 to reconcile definitions of "accessory dwelling" and "junior accessory dwelling" with the new Article 70 language.

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

Presenter: Sally Schifman, Principal Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Drive Community and Land Development

FISCAL ANALYSIS

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

PLANNING COMMISSION ACTION

On April 28, 2026, the Planning Commission voted 5-0 to continue the item to a date certain of May 26, 2026. On May 26, 2026, the Planning Commission voted 6-0 recommending that the City Council approve the Zone Text Amendment as recommended by staff, with one revision to Section 1475(g) of the updated ordinance.

BACKGROUND

At its April 28, 2026 Public Hearing, Planning Commission received staff's presentation and recommendation on the proposed Zone Text Amendment to Chapter 33 (Zoning) of the Escondido

CITY of ESCONDIDO

STAFF REPORT

Municipal Code, specifically Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) and Article 1 (General Provisions and Definitions), for the purpose of compliance with mandatory State law, specifically Government Code sections 66310 through 66342. The Continuance Staff Report, dated May 26, 2026, and the Original Staff Report, dated April 28, 2026, are included as Attachment "1" to this report. The Original Staff Report provides a summary of pertinent State laws related to accessory dwelling units and includes a summary table of proposed zone text amendments.

All proposed text amendments are illustrated in Original Attachment 2 of the Original Staff Report dated April 28, 2026, and are made easily identifiable through the use of underlines (newly added language) and strikethroughs (deleted text). Only the specific section of Article 1 that would be amended by this Zone Text Amendment is identified, whereas the entirety of Article 70 is provided with illustrative changes; however, Article 70 will be repealed in its entirety for ease of updating the zoning ordinance through the City Clerk's office. Clean text for both Article 1 and Article 70 is provided in Exhibit "B" of Ordinance No. 2026-13.

During the April 28, 2026 hearing, staff presented four text revision updates to the proposed Ordinance related to height, windows, number of units, and traffic flow and public safety that resulted from feedback received by a housing oversight organization known as the California Housing Defense Fund. Planning Commission articulated concerns on the erosion of local control over accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADU") and requested additional information on what the state law requires of local jurisdictions versus what staff was recommending in the proposed ordinance. They further provided input related to objective design standards for windows, requesting staff prepare a more flexible "menu option" for applicants to comply with a proposed standard to "substantially match those of the primary structure".

During the May 26, 2026 Public Hearing, staff presented additional text updates to the proposed Ordinance as a result of direction received at the April 28, 2026 hearing. Revisions were further refined in coordination with Planning Commission and include changes to items related to height, windows, number of units, and traffic flow and public safety, as detailed below.

Staff also received one public comment letter from the California Housing Defense Fund, dated May 26, 2026 (Attachment "2"), requesting that the City strike Section 33-1475(a) Designated Areas, subsection (3) from the code provisions, as it may imply discretionary action. Staff revised the code language to ensure that the applicable topics are reviewed "pursuant to Engineering design standards", thereby eliminating potential discretion by staff reviewers. Planning Commission discussed the initial California Housing Defense Fund request with City staff, assessed the addition language, and recommends City Council retain Section 33-1475(a)(3), as presented herein.

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§ 33-1474(d) Detached Units – Multifamily Residential Dwelling, subsection (1)

On a lot with an existing multifamily dwelling, no more than eight detached State Exempt ADUs, or up to equal the number of existing primary units, shall be permitted, whichever is less. ~~These unit shall be inclusive of those which may have been permitted under subsection (c)(2).~~

§ 33-1475(a) Designated Areas, subsection (3)

(3) Impacts upon the residential neighborhoods directly affected would be minimized in relation to traffic flow and public safety. Staff will review the following site-specific topics to determine potential traffic flow or public safety concerns, where applicable and pursuant to Engineering design standards:

(A) Driveway locations and access type (e.g., full access, partial access, right in/out only).

(B) Pedestrian access, bicycle access, and on-site pedestrian circulation and potential conflicts.

(C) Location/distance of nearest existing transit stop(s) (measure as walking distance to project entrance/or middle of parcel).

(D) Location of any planned sidewalks or bikeways, identified in the Bicycle Master Plan and other City planning documents, within ¼ mile of the project location.

(E) Access management standards for median openings and spacing between major driveway connections.

(F) Sight distance.

(G) Relationship of internal circulation to public streets.

(H) Sufficiency of driveway length.

(I) Shared access, including alternate access roads.

§ 33-1475(g) Height, subsection (1) (B)

The maximum height of Aan attached ADU ~~that is attached to the primary dwelling,~~ shall not exceed ~~be limited to~~the height of the existing or proposed primary dwelling, or 2425 feet, whichever is greater.

§ 33-1475(i) Architectural Details, subsection (3) Windows

~~Window materials, design, framing, and detailing for~~ Standard ADU windows shall be considered consistent with the primary dwelling if they utilize the same manufacturer product line or model series as the primary dwelling windows, where documentation is provided or where visually verifiable.

Alternatively, Standard ADUs windows shall substantially match those of the primary structure, by complying with at least three of the following standards.

(A) Window Type (e.g., single-hung, double-hung, casement, slide)

(B) Frame Material (e.g., vinyl, wood, aluminum-clad)

(C) Window Proportions [Required for Historic Lots] (e.g., window height-to-width proportions, within ±10% of the predominant window proportions on the primary dwelling)

(D) Trim Dimensions and Recess Depth

(E) Window Glazing (e.g., clear, tinted, reflective)

~~(A)~~ In addition, ~~T~~the number and placement of windows shall comply with~~meet the minimum requirement to satisfy~~ applicable building code and health and safety standards, for light, ventilation, egress, and safety.

§ 33-1476(d) Architectural Details, subsection (2) Windows

~~Window materials, design, framing, and detailing for~~ Junior ADU windows shall be considered consistent with the primary dwelling if they utilize the same manufacturer product line or model series as the primary dwelling windows, where documentation is provided or where visually verifiable.

Alternatively, Junior ADUs windows shall substantially match those of the primary structure, by complying with at least three of the following standards.

(A) Window Type (e.g., single-hung, double-hung, casement, slide)

(B) Frame Material (e.g., vinyl, wood, aluminum-clad)

(C) Window Proportions [Required for Historic Lots] (e.g., window height-to-width proportions, within ±10% of the predominant window proportions on the primary dwelling)

(D) Trim Dimensions and Recess Depth

(E) Window Glazing (e.g., clear, tinted, reflective)

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~~(A)~~ In addition, ~~T~~the number and placement of windows shall comply with~~meet the minimum requirement to satisfy~~ applicable building code and health and safety standards, for light, ventilation, egress, and safety.

ANALYSIS

The amendments to Article 70 seek to clarify and/or correct zoning code language, conform with new State regulations, and address errors/typos. The proposed changes facilitate continued improvement on zoning code interpretation and further its purpose: to promote public peace, health, safety, convenience, comfort, prosperity or general welfare (Section 33-3 and 33-6 of Article 1 of the Zoning code). Approving the proposed Zoning Code amendments would further the zoning code's objectives, making this effort compliant with the zoning code.

A complete analysis of the text amendments before the City Council may be found in the attached Planning Commission Staff Report (Attachment "1").

ENVIRONMENTAL ANALYSIS

The proposed amendments to Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) are ministerial actions undertaken to implement mandatory State law. The City lacks discretionary authority to deny, modify, or condition these provisions based on environmental considerations. Accordingly, the action is not subject to CEQA pursuant to Public Resources Code section 21080(b)(1); and the action is statutorily exempt from CEQA under CEQA Guidelines section 15268. The proposed amendments to Article 1 (General Provisions and Definitions) are exempt pursuant to CEQA Guidelines section 15378(b)(5) as changes to Article 1 would not have a direct or indirect physical effect on the environment. No further environmental review is required. A Draft Notice of Exemption is included as Attachment "3".

CONCLUSION AND RECOMMENDATION

The proposed amendments to Chapter 33 (Zoning) of the Escondido Municipal Code, specifically Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) and Article 1 (General Provisions and Definitions), would ensure compliance with mandatory State law, specifically Government Code sections 66310 through 66342. The minor text updates to Article 1 would be necessary to reconcile definitions of "accessory dwelling" and "junior accessory dwelling" with the new Article 70 language. Approval of the Project aligns with the City Council's priority related to drive community and land development through the streamlining of reviews for accessory dwelling units.

Based on the analysis contained in this staff report, in addition to the May 26 and April 28, 2026 Planning Commission Staff Reports, the Planning Commission recommendation, and City staff public hearing presentation materials, Planning Services staff recommend that the City Council adopt Ordinance No. 2026-13 and approve the Project.

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ORDINANCES

a. Ordinance No. 2026-13
b. Ordinance No. 2026-13— Exhibit "A" – Findings of Fact
c. Ordinance No. 2026-13— Exhibit "B" – Proposed Text Amendments

ATTACHMENTS

a. Attachment "1"—Planning Commission Staff Reports, dated May 26, 226 and April 28, 2026, with all attachments
b. Attachment "2"—Public Comment Letter - California Housing Defense Fund, dated May 26, 2026
c. Attachment "3"—Draft Notice of Exemption

ORDINANCE NO. 2026-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AMENDMENTS TO ARTICLE 1 AND ARTICLE 70 OF THE ESCONDIDO ZONING CODE

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

SECTION 1. The City Council makes the following findings:

a) The City of Escondido Planning Services conducted a review of the Escondido Zoning Code to determine if any revisions were necessary to reflect State mandated changes; and

b) Planning Services staff identified the need to amend Chapter 33 of the Municipal Code, including Article 1 (General Provisions and Definitions) and Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) for purposes of compliance with various State ADU laws; and

c) The Planning Service Area of the Development Services Department completed its review, and scheduled and held a Public Hearing regarding the Zone Text Amendment before the Planning Commission on April 28, 2026, and continued to May 26, 2026. Following the Public Hearing on May 26, 2026, the Planning Commission adopted Resolution No. 2026-13, which recommended that the City Council approve the Zone Text Amendment and amend the Escondido Zoning Code.

SECTION 2: Proper notices of a Public Hearing have been given and Public Hearings have been held before the Planning Commission and City Council on this issue.

SECTION 3. The City Council did on June 24, 2026, hold a duly-noticed Public Hearing as prescribed by law. Evidence was submitted to be considered by the City Council, including, without limitation:

a. Written information including written and graphical information, and other materials;

b. Oral testimony from City staff, interested parties, and the public;

c. The City Council Staff Report, dated June 24, 2026, along with its attachments as well as Planning Commission and City staff's recommendation on the project, which is incorporated herein by this reference as though fully set forth herein.

SECTION 4. Upon consideration of the Findings of Fact, attached as Exhibit "A" and incorporated herein by this reference as though fully set forth, the June 24, 2026 City Council Staff Report, and the Planning Commission's recommendation, based on the totality of the record and evidence described in and referenced in this Ordinance, the City Council approves the Zone Text Amendments as detail in Exhibit "B" and as incorporated herein by this reference as though fully set forth herein.

SECTION 5. ENVIRONMENTAL REVIEW. Pursuant to Public Resources Code section 21080(b)(1), the proposed amendments are not subject to CEQA, and under CEQA Guidelines sections 15268 and/or 15378(b)(5), the action is statutorily exempt from CEQA. A Notice of Exemption will be filed with the County of San Diego per CEQA Guidelines Section 15062.

SECTION 6. 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 7. As of the effective date of this Ordinance, all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 8. 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 9. The City Clerk is hereby directed to update the Escondido Zoning Code to reflect the amendment approved by this Ordinance as shown in Exhibit “B”.

SECTION 10. This Ordinance shall become effective 30 days from the date of passage.

EXHIBIT "A"

PLANNING CASE NOS. PL25-0083

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Environmental Determinations:

1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.) ("CEQA"), and its implementing regulations (14 C.C.R. § 15000 et seq.) ("CEQA Guidelines"), the City of Escondido ("City") is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.

2. The Project qualifies for the following exemptions which have been determined to not have a significant effect on the environment, and are declared statutorily exempt from the requirement for the preparation of environmental documents. The proposed Project is not subject to CEQA pursuant to Public Resources Code section 21080(b)(1); and the action is statutorily exempt from CEQA under CEQA Guidelines section 15268. The proposed amendments to Article 1 (General Provisions and Definitions) are exempt pursuant to CEQA Guidelines section 15378(b)(5) as changes to Article 1 would not have a direct or indirect physical effect on the environment. No further environmental review is required.

3. The City Council has independently considered the full administrative record before it, which includes but is not limited to, the June 24, 2026 City Council staff report; the May 26, 2026 Planning Commission staff report; the April 28, 2026 Planning Commission staff report; testimony by staff and the public; and other materials and evidence submitted or provided to it. The administrative record demonstrates that each of the above requirements have been satisfied. No substantial evidence has been submitted that would support a finding that any of the above-described exemption requirements has not been satisfied. The Project will not have a significant effect on the environment, and all of the requirements of CEQA have been met.

Zoning Code Amendment Determinations (Escondido Zoning Code Section 33-1263)

1. That the public health, safety and welfare will not be adversely affected by the proposed change

The proposed Zoning Code amendments make the Code consistent with changing state regulations, specifically Government Code sections 66310 through 66342. 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. The public health, safety and welfare will not be adversely impacted by the proposed changes, and;

2. That the property involved is suitable for the uses permitted by the proposed Zoning Code amendments

There is not a project-specific site proposed for the Project. The proposed Zoning Code amendments 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. *The proposed Zoning Code amendments would not be detrimental to surrounding properties*

The proposed Zoning Code amendment does not include the addition of uses that are not already permitted under the zoning code. The proposed Zoning Code amendments modify regulations surrounding accessory and junior accessory dwelling units which are already permitted under the Zoning Code, for purposes of compliance with state regulations, specifically Government Code sections 66310 through 66342.

4. That the proposed Zoning Code amendments are consistent with the adopted general

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 33, Articles 1 (General Provisions and Definitions) and 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) are nominal in nature and/or are a requirement of state law which supersede local restrictions.

The proposed Zoning Code amendments 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 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.

5. That the proposed change of zone does not establish a residential density below 70% of the maximum permitted density of any lot or parcel of land previously zoned R-3, R-4, or R-5 unless the exceptions regarding dwelling unit density can be made pursuant to the provisions set forth in Article 6;

The Project does not entail any changes to the zoning designations of land within the City. The proposed Zoning Code amendments 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 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.

6. That the relationship of the proposed Zoning Code amendments is applicable to specific plans in that:

The proposed Zoning Code amendment does not include the addition of uses that are not already permitted under the zoning code. The proposed Zoning Code amendments assure compliance with state regulations, specifically Government Code sections 66310 through 66342. 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.

Exhibit "B"

ZONE TEXT AMENDMENTS

Article 1 (General Provisions and Definitions) of Chapter 33 of the Escondido Municipal Code (Escondido Zoning Code) is hereby amended by adding quotation marks around "Dwelling"; striking the existing definition of "Accessory Dwelling" and replacing it as written below; and by adding a new definition for "Junior Accessory Dwelling):

ARTICLE 1 (ADMINISTRATION AND ENFORCEMENT)

§ 33-8. Definitions.

"Dwelling"

(1) **"Dwelling"** means one or more rooms in a building used for occupancy by one family for living or sleeping purposes and having only one kitchen.

(2) **"Grouped dwelling"** means a group of two or more detached or semi-detached one-family, two-family, three-family or multiple dwellings occupying a parcel of land in one ownership and having any yard or court in common, including bungalow courts and apartment courts, but not including recreational vehicle or campgrounds.

(3) **"Multiple dwelling"** means a building or portion thereof used for occupancy by four or more families living independently of each other, and containing four or more dwellings.

(4) **"One-family or single-family dwelling"** means a detached or semi-detached building designed for or occupied exclusively by one family.

(5) **"Two-family dwelling and duplex"** means a detached or semi-detached building designed for or occupied exclusively by two families.

(6) **"Three-family dwelling and triplex"** means a detached or semi-detached building designed for or occupied by three families.

(7) **"Primary dwelling"** means the principal single-family dwelling located on a lot where an accessory dwelling unit is existing or proposed.

(8) **"Accessory dwelling"** means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An ADU may also include the following:

An efficiency unit.

A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(9) **"Junior Accessory dwelling"** means a unit that is no more than 500 square feet of interior livable space in size and contained entirely within a single-family residence. Enclosed uses such as attached garages, are considered a part of the proposed or existing single-family residence.

Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of Chapter 33 of the Escondido Municipal Code (Escondido Zoning Code) is hereby repealed in its entirety and replaced as follows:

ARTICLE 70 ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

§ 33-1470. Purpose.

The purpose of this article is to provide regulations for the establishment of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) as additional housing. Should any provision of this article be found not to be in compliance with California Government Code sections 66310 – 66342, as applicable, that provision should be severed and stricken from Article 70, as if it had never been adopted.

§ 33-1471. Applicability.

This article applies to ADUs and JADUs proposed on lots developed or proposed to be developed with one or more residential dwellings in areas zoned to allow single-family or multifamily residential uses, in areas where adequate public facilities and services are available, and where impacts upon the residential neighborhoods directly affected would be minimized in relation to traffic flow and public safety, and/or mixed-use zones as applicable, as permitted by California Government Code sections 66314 and 66323, and subject to Sections 33-1473 through 33-1483, as applicable.

§ 33-1472. Definitions.

(a) "Accessory dwelling unit", or ADU, means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An ADU may also include the following:

  (1) An efficiency unit.

  (2) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(b) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

(c) "Attached ADU" means an ADU that is completely within an existing main building, or added to an existing primary building or accessory structure. These units shall be attached by a common wall, floor, or ceiling, and not simply by an attached passageway or porch; and shall be contained within one building. Enclosed uses such as attached garages, are considered a part of the proposed or existing single-family residence.

(d) "Detached ADU" means an ADU that is structurally independent and separated from the existing or proposed single-family or multi-family residence by a minimum of 10 feet.

(e) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

(f) "Junior accessory dwelling unit" means a unit that is no more than 500 square feet of interior livable space in size and contained entirely within a single-family residence. Enclosed uses such as attached garages, are considered a part of the proposed or existing single-family residence.

(g) "Livable space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

(h) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(i) "Local agency" means a city, county, or city and county, whether general law or chartered.

(j) "Multifamily dwelling," or "Multifamily residential uses," means a structure with two or more attached dwellings on a single lot. This definition shall be specific to this article.

(k) "Nonconforming zoning condition" means a physical improvement on a property that does not conform to current zoning standards.

(l) "Objective standards" means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.

(m) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(n) "Permitting agency" means any entity that is involved in the review of a permit for an accessory dwelling unit or junior accessory dwelling unit and for which there is no substitute, including, but not limited to, applicable planning departments, building departments, utilities, and special districts.

(o) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(p) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(q) "Qualified Buyer" means persons and families of low or moderate income, as that term is defined in Section 50093 of the Health and Safety Code.

(r) "Qualified Nonprofit Corporation" means a nonprofit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code that has received a welfare exemption under Section 214.15 of the Revenue and Taxation Code for properties intended to be sold to low-income families who participate in a special no-interest loan program.

(s) "Standard ADU" refers to ADUs that are created pursuant to Government Code Section 66314.

(t) "State Exempt ADU" refers to ADUs or JADUs that are created pursuant to Government Code Section 66323.

(u) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

§ 33-1473. Permit required.

(a) **State Exempt ADUs.** Notwithstanding Government Code sections 66314 to 66322, inclusive, a building permit for a State Exempt ADU, in compliance with Government Code Section 66323, shall be required and ministerially approved.

(b) **All Other ADUs.** A building permit application for an ADU or a JADU shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Government Code Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, and in accordance with Government Code sections 66317, 66320, and 66335.

If the permit application to create or serve an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay approving or denying the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permit application to create the new single-family or multifamily dwelling is approved or denied, but the application to create or serve the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing.

§ 33-1474. Development standards – State Exempt ADUs.

State Exempt ADUs shall be subject to the standards listed below, in accordance with Government Code Section 66323.

(a) **Attached Units – Single-Family Residential Dwelling.** One Attached ADU and one JADU shall be permitted per lot with a proposed or existing single-family dwelling, subject to all the following requirements:

(1) The State Exempt ADU is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure. If the State Exempt ADU is within an accessory structure, an expansion of not more than 150 square feet beyond the footprint of the existing accessory structure is permitted. The expansion shall be limited to accommodating egress and ingress.

(2) The State Exempt ADU has exterior access separate from the proposed or existing single-family dwelling.

(3) The side and rear setbacks comply with adopted codes pertaining to fire and building safety.

(4) When the State Exempt unit is a JADU, additional regulations apply as detailed in Section 33-1476, and in compliance with Government Code Section 66333 through 66339.

(b) **Detached Units – Single-Family Residential Dwelling.** One detached, new construction State Exempt ADU shall be permitted per lot with a proposed or existing single-family dwelling, and may be in addition to one attached State Exempt ADU as described in paragraph (a), subject to all the following requirements:

(1) Detached, new construction State Exempt units are subject to four-foot-minimum side and read yard setbacks.

(2) The total floor area is limited to not more than 800 square feet of interior livable space.

(3) The height of the State Exempt unit shall comply with Section 33-1475(g) Height.

(c) **Attached Units – Multifamily Residential Dwellings.**

(1) Multiple attached State Exempt ADUs may be permitted within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to, storage room, boiler rooms, passageways, attics, basement, or garages, as long as each unit complies with state building standards for dwellings.

(2) At least one attached State Exempt ADU shall be permitted within an existing multifamily dwelling structure, and not more than 25-percent of the total existing multifamily dwelling units. Any calculation that results in a fractional unit shall be rounded down to the next whole number.

(d) **Detached Units – Multifamily Residential Dwelling.**

(1) On a lot with an existing multifamily dwelling, no more than eight detached State Exempt ADUs, or up to equal the number of existing primary units, shall be permitted, whichever is less.

(2) On a lot with a proposed multifamily dwelling, not more than two detached State Exempt ADUs shall be permitted.

(3) Detached State Exempt ADUs are subject to four-foot-minimum side and rear yard setbacks. The addition of detached State Exempt ADUs shall not require any setback modification of an existing multifamily dwelling that has a rear or side setback of less than four feet.

(4) The height of detached State Exempt ADUs on a lot with existing or proposed multifamily dwellings shall comply with Section 33-1475(g) Height.

(e) **All State Exempt Units**.

(1) No additional objective development or design standards beyond those detailed in Subsection 33-1474(a) through (d), as applicable, shall be imposed upon any State Exempt ADUs.

(2) The addition of State Exempt ADUs shall not require any correction of nonconforming zoning conditions.

(3) The addition of State Exempt ADUs shall not require fire sprinklers if sprinklers are not required of the primary dwelling nor shall the addition of State Exempt ADUs require fire sprinklers to be installed in an existing dwelling that does not currently have sprinklers.

(4) The rental of State Exempt ADUs shall be for a term longer than 30 days.

(5) For State Exempt ADUs connected to an onsite wastewater treatment system (septic), a certified percolation test completed within the last 5 years, or, if the percolation test has been recertified, within the last 10 years, shall be required at part of the ministerial application materials.

§ 33-1475. Development standards – Standard ADUs.

Standard ADUs, beyond those permitted in accordance with Section 33-1474 above, shall be subject to the development standards listed below, and in accordance with Government Code Section 66314. Standard ADUs are permitted in addition to State Exempt ADUs.

(a) **Designated areas.** Standard ADUs are permitted in areas zoned to allow single-family or multifamily residential uses where:

(1) The lot includes a proposed or existing dwelling.

(2) Adequate public facilities and services are available.

(A) For Standard ADUs proposed to connect to an onsite wastewater treatment system (septic), a certified percolation test completed within the last 5 years, or, if the percolation test has been recertified, within the last 10 years, shall be required at part of the application materials.

(B) For Standard ADUs proposing private sewage disposal, authorization to move forward with the construction of the Standard ADU by the San Diego County Department of Environmental Health and Quality, or their designee, shall be required as part of the application materials.

(3) Impacts upon the residential neighborhoods directly affected would be minimized in relation to traffic flow and public safety. Staff will review the following site-specific topics to determine potential traffic flow or public safety concerns, where applicable and pursuant to Engineering design standards:

(A) Driveway locations and access type (e.g., full access, partial access, right in/out only).

(B) Pedestrian access, bicycle access, and on-site pedestrian circulation and potential conflicts.

(C) Location/distance of nearest existing transit stop(s) (measure as walking distance to project entrance/or middle of parcel).

(D) Location of any planned sidewalks or bikeways, identified in the Bicycle Master Plan and other City planning documents, within ¼ mile of the project location.

(E) Access management standards for median openings and spacing between major driveway connections.

(F) Sight distance.

(G) Relationship of internal circulation to public streets.

(H) Sufficiency of driveway length.

(I) Shared access, including alternate access roads.

(4) An Attached Standard ADU shall be either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses.

(5) A Detached Standard ADU shall be either a converted accessory structure or a newly constructed ADU structure detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, including detached garages.

(b) **Density.** In accordance with Government Code Section 66314(c) and 66319, Standard ADUs do not affect the allowable density for the lot upon which the ADU is located. Furthermore, Standard ADUs are recognized as a residential use consistent with the existing residential general plan and zoning designation for the lot upon which they are located.

(c) **Number of Units.**

(1) One Standard ADU shall be permitted in addition to permissible State Exempt ADUs and shall conform to the additional development standards established in this subsection.

(A) Additional Standard ADUs may be permitted and shall conform to the development standards of the underlying zone. An appropriate development application for the construction of additional Standard ADUs on any lot in all residential or mixed-use zones is required pursuant to Article 61 of this chapter.

(d) **Floor Area.**

(1) Minimum permissible floor area of any ADU shall be no less than 150 square feet and such proposed ADUs shall meet the requirements for an efficiency unit as defined by the California Health and Safety Code section 17958.1.

(2) Maximum total floor area of any Standard ADU shall not exceed 1200 square feet of interior livable space.

(3) Any accessory structure attached to a Standard ADU, such as a patio cover, shall not exceed 49 percent of the associated existing or proposed Standard ADU.

(e) **Setbacks.**

(1) **Front Yard Setbacks.**

(A) Any Attached or Detached Standard ADUs between 800 and 1,200 square feet of interior livable space shall conform to the front yard setbacks of the underlying zone.

(B) No front setback shall be required for any Attached or Detached Standard ADU less than 800 square feet of interior livable space.

(2) **Side and Rear Yard Setbacks.**

(A) Attached Standard ADUs – Converted Space. No new side or rear yard setback shall be required for an existing living area or existing accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to a Standard ADU or to a portion of a Standard ADU.

(B) Attached Standard ADUs – New Construction. New Attached Standard ADUs shall maintain minimum side and rear yard setbacks of 4 feet.

(C) Detached Standard ADUs shall maintain minimum side and rear yard setbacks of 4 feet.

(3) **Special Circumstances**

(A) Any portion of a Detached Standard ADU constructed above an existing or proposed accessory structure, such as a garage, that is in excess of 18 feet, shall provide an additional five feet of setback adjacent property line(s) abutting residential zones.

(B) The structures listed below may project into the minimum front or rear setback not more than four feet and into the minimum side setback not more than two feet, provided that such projections shall not be closer than three feet to any lot line:

(i) Cornices, eaves, belt courses, sills, buttresses or other similar architectural features;

(ii) Fireplace structures and bays, provided that they are not wider than eight feet measured in the general direction of the wall of which it is a part;

(iii) Stairways, balconies, door stoops and fire escapes;

(iv) Awnings;

(v) Planting boxes or masonry planters not exceeding 42 inches in height;

(vi) Porte-cochere over a driveway in a side setback area, provided such structure is not more than one story in height and 22 feet in length, and is entirely open on at least three sides, except for the necessary supporting columns and customary architectural features.

(f) **Lot Coverage.**

(1) Any Attached or Detached Standard ADU with less than 800 square feet of interior livable space shall not count towards the lot coverage requirements of the underlying zone.

(2) Any Attached or Detached Standard ADU between 800 and 1,200 square feet of interior livable space shall comply with lot coverage requirements of the underlying zone.

(3) Any detached accessory structure associated with a Standard ADU shall be subject to the provisions of Sections 33-102 and 33-103 for the primary dwelling.

(4) An attached accessory structure, such as a patio cover, associated with a Standard ADU, shall not exceed 49 percent of the Standard ADU and shall be subject to the provisions of Sections 33-102 and 33-103 for the primary dwelling.

(g) **Height.**

(1) The following height standards apply to State Exempt or Standard ADUs:

(A) An Attached ADU or JADU that is within the proposed or existing space of an existing single-family dwelling or accessory structure shall be limited to the height of the structure it is within.

(B) The maximum height of an attached ADU shall not exceed the height of the existing or proposed primary dwelling, or 25 feet, whichever is greater.

(C) A Detached ADU on a lot with an existing or proposed single-story single-family dwelling or single-story multifamily dwelling, shall be limited to the height of the existing or proposed single-story primary dwelling or 24 feet, whichever is greater.

(D) A Detached ADU on a lot with an existing or proposed multistory single-family dwelling or multistory multifamily dwelling, shall be permitted a height up to that of the primary structure or the height allowed by the underlying zone, whichever is greater, as measured from finished floor to top of roof.

(E) A Detached ADU constructed above an existing or proposed detached accessory structure, such as a detached garage, shall be permitted to a height up to that of the primary structure or the height allowed by the underlying zone, whichever is greater, as measured from finished floor to top of roof.

(2) Any portion of an Attached or Detached ADU above 18 feet shall be subject to the provisions of Section 33-1475(e)(3)(A) Special Circumstances.

(3) An additional two feet in height shall be permitted to accommodate a roof pitch on any ADU that is aligned with the roof pitch of the primary dwelling unit.

(h) **Interior Space.**

(1) **Access.** All Standard ADUs shall be provided with a separate, exterior entry, and no direct, interior access into the main building.

(2) **Bedrooms.** There is no limit on the number of bedrooms, provided that the Standard ADU complies with local building and fire code requirements.

(3) **Common Living Area.** The total area of all bedrooms shall not exceed 50 percent of the total interior livable space of the Standard ADU. The total combined Standard ADU common living area shall be equal to or greater than the total combined area of all bedrooms. The calculation of common living area and bedroom area shall not include closets, bathrooms or hallways, and shall be measured from the centerline of interior walls, and the exterior of exterior walls.

(4) **Bathrooms.** All Standard ADUs shall include separate bath/sanitation facilities

(5) **Kitchen.** Standard ADU shall include, and be limited to, one kitchen as defined by the Zoning Code. "Wet bars" shall not be permitted.

(i) **Architectural Details.**

(1) **Passageways.** No passageway, as defined in Section 33-1472, shall be required in conjunction with the construction of a Standard ADU.

(2) **Exterior Architecture.** Exterior building materials, texture, and colors for Standard ADUs shall match those of the primary structure.

(3) **Windows.** Standard ADU windows shall be considered consistent with the primary dwelling if they utilize the same manufacturer product line or model series as the primary dwelling windows, where documentation is provided or where visually verifiable.

Alternatively, Standard ADUs windows shall substantially match those of the primary structure, by complying with at least three of the following standards.

(A) Window type (e.g., single-hung, double-hung, casement, slide)

(B) Frame Material (e.g., vinyl, wood, aluminum-clad)

(C) Window Proportions [Required for Historic Lots] (e.g., window height-to-width proportions, within ±10% of the predominant window proportions on the primary dwelling)

(D) Trim Dimensions and Recess Depth

(E) Window Glazing (e.g., clear, tinted, reflective)

In addition, the number and placement of windows shall comply with applicable building code and health and safety standards, for light, ventilation, egress, and safety.

(4) **Roof.** Roof materials, texture, and color, as well as roof pitch, for Standard ADUs shall substantially match those of the primary structure.

(5) **Historic Properties.** If the Standard ADU is an addition to a site that is listed in the California Register of Historical Resources, the City's Local Register of Historic Places, or located within a historical district, the requirements and development standards set forth in Section 33-1475 apply.

(j) **Landscaping.**

(1) **Yard areas.** A minimum of 50 percent of all remaining yard areas shall be landscaped with trees, shrubs and other plant materials, provided that such landscape features do not hinder safety access.

(2) **Planting Materials.** Plantings shall consist of annuals, perennials, groundcovers, shrubs, and trees compatible with adjacent native vegetation, capable of surviving without permanent irrigation.

(3) **Maintenance.** The property owner shall be responsible for the maintenance of landscape materials through regular routine maintenance to ensure that plant material is maintained in a flourishing manner. Dead or diseased plants must be replaced within 90 days from when the director makes a determination that the plant must be replaced. Failure to do so constitutes a violation of this article. The property owner shall receive a written notice of noncompliance.

(4) **Irrigation.** Irrigation systems shall be consistently maintained and adjusted to eliminate water waste and ensure the healthy survival of the plant material.

(k) **Parking.**

(1) **Required Parking.** Designated parking spaces shall not be required for a Standard ADU in any of the following instances:

(A) Where the Standard ADU is located within one-half mile walking distance of public transit.

(B) Where the Standard ADU is located within an architecturally and historically significant historic district.

(C) Where the Standard ADU is part of the proposed or existing primary residence or an accessory structure.

(D) When on-street parking permits are required but not offered to the occupant of the Standard ADU.

(E) When there is a car share vehicle located within one block of the Standard ADU.

(F) When a request for a Standard ADU is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the Standard ADU or the parcel satisfies the criteria listed in this subdivision.

(2) **Voluntary Parking.** In instances where an applicant chooses to provide parking for a Standard ADU, the following requirements shall apply:

(A) Parking need not exceed one parking space per Standard ADU.

(B) Parking spaces may be provided as tandem parking on a driveway.

(C) Parking shall be permitted in setback areas or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(3) **Demolition of Existing Parking**.

(A) When a garage, carport, or covered parking space is demolished or uncovered parking is replaced in conjunction with the construction of or conversion to a Standard ADU, replacement parking is not required.

(B) Demolition permits required for a detached garage that is to be replaced with a Standard ADU shall be reviewed concurrently with the application for the Standard ADU and issued at the same time.

(C) Written notice is not required for the proposed demolition of a detached garage that is to be replaced with a Standard ADU, unless the property is located within an architecturally and historically significant historic district, in which case notification is required pursuant to Section 33-1477.

(l) **Addresses.** Standard ADUs shall be issued individual addresses upon the issuance of a certificate of occupancy. Addresses of all residential units shall be displayed in such a manner that they are clearly seen from the street, in accordance with California Residential Code standards.

§ 33-1476. Development standards – Junior Accessory Dwelling Units.

Junior ADUs shall be subject to the development standards listed below, and in accordance with Government Code Section 66333 through 66339.

(a) **Designated areas.**

(1) One JADU is permitted per lot in areas zoned to allow single-family residence and where:

(A) The lot includes a proposed or existing single-family dwelling.

(B) The JADU is constructed within the walls of the proposed or existing single-family residence.

(b) **Floor Area.**

(1) Minimum permissible floor area of any JADU shall be no less than 150 square feet of interior livable space and shall meet the requirements for an efficiency unit as defined by the California Health and Safety Code section 17958.1.

(2) Maximum total floor area of any JADU shall not exceed 500 square feet of interior livable space.

(c) **Interior Space.**

(1) **Access.** All JADUs shall be provided with a separate, exterior entry and:

(A) May also have direct, interior access to the main building.

(B) If a JADU does not include a separate bathroom, the JADU shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.

(2) **Bedrooms.** There is no limit on the number of bedrooms, provided that the JADU complies with floor area restrictions and local building and fire code requirements.

(3) **Bathrooms.** A JADU may include separate sanitation facilities, or may share sanitation facilities with the primary residence.

(4) **Kitchen.** The JADU shall include, and be limited to, one efficiency kitchen, which shall include all the following:

(A) A cooking facility with appliances such as a range, microwave, or other appliances that meet code requirements and fit the space in relation to the size of the JADU.

(B) A food preparation counter with adequate space in relation to the size of the JADU and no less than four square feet.

(C) Storage cabinets that are of reasonable size in relation to the size of the JADU and no less than 36 cubic feet.

(d) **Architectural Details.**

(1) **Exterior Architecture.** Exterior building materials, texture, and colors for JADUs shall substantially match those of the primary structure.

(2) **Windows.** Junior ADU windows shall be considered consistent with the primary dwelling if they utilize the same manufacturer product line or model series as the primary dwelling windows, where documentation is provided or where visually verifiable.

Alternatively, Junior ADUs windows shall substantially match those of the primary structure, by complying with at least three of the following standards.

(A) Window type (e.g., single-hung, double-hung, casement, slide)

(B) Frame Material (e.g., vinyl, wood, aluminum-clad)

(C) Window Proportions [Required for Historic Lots] (e.g., window height-to-width proportions, within ±10% of the predominant window proportions on the primary dwelling)

(D) Trim Dimensions and Recess Depth

(E) Window Glazing (e.g., clear, tinted, reflective)

In addition, the number and placement of windows shall comply with applicable building code and health and safety standards, for light, ventilation, egress, and safety.

(3) **Roof.** Roof materials, texture, and color, as well as roof pitch, for JADUs shall match those of the primary structure.

(e) **Height.** The height of any JADU shall comply with Section 33-1475(g)(1)(A).

(f) **Parking.** Designated parking spaces shall not be required for a JADU.

§ 33-1477. ADUs and JADUs on Historic Lots.

To prevent adverse impacts on any real property listed in the California Register of Historical Resources, the City's Local Register of Historic Places, or located within a historic district, the following requirements and objective standards apply to ADUs and JADUs on historic lots, in addition to the applicable standard set forth in section 33-1475 through 33-1476 (Government Code Section 66314[b]).

(a) An ADU and/or JADU proposed for any lot that includes a building listed in the National Register of Historic Places, California Register of Historic Places, the City's Local Register of Historic Places, the local historic inventory, or located within a historic district, shall conform to the requirements for the historic structure or district.

(b) An ADU and/or JADU proposed for a property under a Historic Property Preservation Agreement must comply with all historic preservation guidelines as adopted by the City Council, including design conformance with the United States Secretary of the Interior Standards.

(c) All site improvements shall be compatible with and retain the texture and material of the primary building(s) and/or structure(s) or its appurtenant fixtures, including signs, fences, parking, site plan, landscaping and the relationship of such features to similar features of other buildings within an historical district.

(d) Notwithstanding subsection (a), if the City Council acts to establish mandatory design standards for historically classified structures, the ADU and/or JADU shall conform to the mandatory standards.

(e) **Demolition of a Detached Garage.** Within an architecturally and historically significant historic district, an applicant shall provide written notice or post a placard for the demolition of a detached garage that is to be replaced with an ADU.

§ 33-1478. Allowable Use of ADUs and JADUs.

(a) The ADU and/or JADU shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the premises, and shall allow such other accessory uses which are necessarily and customarily associated with such principal residential use of the premises, except as otherwise provided by this subsection.

(b) An ADU and/or JADU shall be deemed an independent dwelling unit for the sole purpose of establishing a home occupation permit within the ADU and/or JADU, subject to the terms and limitations of Article 44. The limitations for home occupations shall be shared with the principal use and/or main building.

(c) No more than the quantities of animals specifically listed in Table 33-95(a) of Article 6 or section 33-1116 of Article 57 is permitted on the premises. The limitations for animal keeping and household pets shall be shared with the principal use and/or main building.

(d) When provided by these regulations, it shall be the responsibility of the Director of Development Services to determine if a proposed accessory use is necessarily and customarily associated with, and is appropriate, incidental, and subordinate to the principal use, ADU, and/or JADU, based on the Director's evaluation of the resemblance of the proposed accessory use and the relationship between the proposed accessory use and the principal use.

§ 33-1479. Occupancy and Conveyance.

(a) **Renter-occupancy.** ADUs and JADUs may be rented separate from the primary residence, but only with a rental agreement and with terms greater than 30 days.

(b) **Owner-occupancy.**

(1) The owner-occupancy requirement shall apply to a JADU, only so long as the JADU has shared sanitation facilities with the existing structure.

(A) Either the primary dwelling unit or the JADU may be occupied by the owner of record of the property, unless otherwise exempted by this section.

(2) The owner-occupancy requirement shall not be applied to any State Exempt or Standard ADU.

(3) Owner-occupancy shall not be required if the owner is a governmental agency, land trust, or housing organization.

(4) **Deed restriction.** The City shall require the recordation of a deed restriction to ensure owner-occupancy requirements on JADUs, as applicable.

(A) Prior to issuance of a building permit, the JADU owner shall execute a deed restriction setting forth the owner-occupancy requirements, in a form and substance satisfactory to the Director of Development Services and City Attorney's office, which shall be recorded in the office of the county recorder. The covenant shall also include the following terms and limitations:

(i) A prohibition on the sale of the JADU separate from the sale of the primary residence, and shall not be subdivided in any manner that would authorize such sale or ownership;

(ii) A statement that the deed restriction may be enforced against future purchasers and the restrictions shall be bindings upon any successor in ownership of the property;

(iii) The JADU shall be a legal unit, and may be used as habitable space, only so long as either the primary dwelling unit or the JADU is occupied by the owner of record of the property, unless otherwise exempted;

(iv) A restriction on the size and attributes of the JADU that conforms with this section, and if applicable, the occupancy limitations of the California Health and Safety Code section 17958.1.

(c) **Conveyance – Junior ADUs.** Junior ADUs shall not be sold or otherwise conveyed separate from the primary residence.

(d) **Conveyance – State Exempt and Standard ADUs.** ADUs shall not be sold or otherwise conveyed separate from the primary residence, with the following exceptions:

(1) **Conveyance as a Qualified Unit.** ADUs may be sold or otherwise conveyed separately from the primary residence to a qualified buyer, as defined in Section 33-1472, if all of the following apply:

(A) The ADU or the primary dwelling was built or developed by a qualified nonprofit corporation.

(B) There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit corporation that satisfies all of the requirements specified in paragraph (10) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code.

(C) The property is held pursuant to a recorded tenancy in common agreement that includes all of the following:

(i) The agreement allocates to each qualified buyer an undivided, unequal interest in the property based on the size of the dwelling that each qualified buyer occupies.

(ii) A repurchase option that requires the qualified buyer to first offer the qualified nonprofit corporation to buy the ADU or primary dwelling if the buyer desires to sell or convey the property.

(iii) A requirement that the qualified buyer occupy the ADU or primary dwelling as the buyer's principal residence.

(iv) Affordability restrictions on the sale and conveyance of the ADU or primary dwelling that ensure the ADU and primary dwelling will be preserved for low-income housing for 45 years for owner-occupied housing units and will be sold or resold to a qualified buyer.

(v) If the tenancy in common agreement is recorded after December 31, 2021, it shall also include all of the following:

(a) Delineation of all areas of the property that are for the exclusive use of a cotenant. Each cotenant shall agree not to claim a right of occupancy to an area delineated for the exclusive use of another cotenant, provided that the latter cotenant's obligations to each of the other cotenants have been satisfied.

(b) Delineation of each cotenant's responsibility for the costs of taxes, insurance, utilities, general maintenance and repair, improvements, and any other costs, obligations, or liabilities associated with the property. This delineation shall only be binding on the parties to the agreement, and shall not supersede or obviate the liability, whether joint and several or otherwise, of the parties for any cost, obligation, or liability associated with the property where such liability is otherwise established by law or by agreement with a third party.

(c) Procedures for dispute resolution among the parties before resorting to legal action.

(D) A grant deed naming the grantor, grantee, and describing the property interests being transferred shall be recorded in the county in which the property is located. A Preliminary Change of Ownership Report shall be filed concurrently with this grant deed pursuant to Section 480.3 of the Revenue and Taxation Code.

(E) If requested by a utility providing service to the primary residence, the ADU has a separate water, sewer, or electrical connection to that utility.

(F) Nothing in this section limits the ability of an ADU to be sold or otherwise conveyed separate from the primary residence as a condominium pursuant Section 33-1479(e)(2) below.

(2) **Conveyance as a Condominium Unit.** The separate conveyance of the primary dwelling unit and ADU or ADUs as condominiums, may be permitted if all of the following requirements are met:

(A) The condominiums shall be created pursuant to the Davis-Stirling Common Interest Development Act (Part 5 (commencing with Section 4000) of Division 4 of the Civil Code).

(B) The condominiums shall be created in conformance with all applicable objective requirements of the Subdivision Map Act (Division 2 (commencing with Section 66410)) and all objective requirements of the subdivision ordinance.

(C) Before recordation of the condominium plan, a safety inspection of the ADU shall be conducted as evidenced either through a certificate of occupancy or a housing quality standards report from a building inspector certified by the United States Department of Housing and Urban Development.

(D) Neither a subdivision map nor a condominium plan shall be recorded with the San Diego County Recorder without each lienholder's consent. The following shall apply to the consent of a lienholder:

(i) A lienholder may refuse to give consent.

(ii) A lienholder may consent provided that any terms and conditions required by the lienholder are satisfied.

(E) Prior to recordation of the initial or any subsequent modifications to the condominium plan, written evidence of the lienholder's consent shall be provided to the San Diego County Recorder along with a signed statement from each lienholder that states as follows:

(i) "(Name of lienholder) hereby consents to the recording of this condominium plan in their sole and absolute discretion and the borrower has or will satisfy any additional terms and conditions the lienholder may have."

(F) The lienholder's consent shall be included on the condominium plan or a separate form attached to the condominium plan that includes the following information:

(i) The lienholder's signature.

(ii) The name of the record owner or ground lessee.

(iii) The legal description of the real property.

(iv) The identities of all parties with an interest in the real property as reflected in the real property records.

(v) The lienholder's consent shall be recorded in the office of the San Diego County Recorder.

(G) When an ADU is established as a condominium, the homeowner shall be required to notify providers of utilities, including water, sewer, gas, and electricity, of the condominium creation and separate conveyance.

(H) **Homeowners Associations.**

(i) The owner of a property or a separate interest within an existing planned development that has an existing association, as defined in Section 4080 of the Civil Code, shall not record a condominium plan to create a common interest development under Section 4100 of the Civil Code without the express written authorization by the existing association.

(ii) For purposes of this subdivision, written authorization by the existing association means approval by the board at a duly noticed board meeting, as defined in Section 4090 of the Civil Code, and if needed pursuant to the existing association's governing documents, membership approval of the existing association.

(I) An ADU shall be sold or otherwise conveyed separate from the primary residence only under the conditions pursuant to this article.

§ 33-1480. Code Standards.

(a) Unless otherwise specified herein, ADUs and JADUs shall comply with all building code requirements that apply to detached dwellings as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the Building Official makes a written finding based on substantial evidence in the record that the construction of the ADU or JADU could have a specific, adverse impact on public health and safety, and with the following exceptions:

(1) The construction of an ADU or JADU shall not constitute a Group R occupancy change.

(2) Nothing in this section shall be interpreted to prevent the City from changing the occupancy code of a space that was unhabitable space or was only permitted for nonresidential use and was subsequently converted for residential use pursuant to this article.

(b) ADUs or JADUs that exist as of January 1, 2025, and that had previously been legally established, may continue to operate as legal nonconforming units.

(c) A JADU shall not be considered a new or separate dwelling unit for purposes of any fire or life protection ordinance. Fire and life protection requirements that apply to the primary residence shall apply to the JADU.

(d) ADUs shall not be required to provide fire sprinklers if they are not required for the primary residence. Further, the construction of an ADU shall not require fire sprinklers to be installed in the existing primary dwelling.

(e) A certificate of occupancy shall not be issued for the ADU and/or JADU until the building official issues a certificate of occupancy for the primary dwelling.

(f) **Existing Code Violations and Unpermitted ADUs/JADUs.**

(1) An application for a permit to create an ADU or a JADU shall not be denied due to nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the ADU or JADU.

(2) **Delayed Enforcement Action.** In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code for an ADU described below, the City, upon request of an owner of a nonconforming ADU for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code:

(A) The ADU was built before January 1, 2020.

(B) The ADU was built on or after January 1, 2020, at the time the City had a noncompliant ADU ordinance, but the ordinance is compliant at the time the request is made.

(3) **Unpermitted ADU/JADUs – Constructed Prior to January 1, 2020 (Gov. Code § 66332).** A permit shall not be denied for an unpermitted ADU or unpermitted JADU that was constructed before January 1, 2020, unless a finding is made that correcting the violation is necessary to comply with the standards specified in Section 17920.3 of the Health and Safety Code, due to either of the following:

(A) The ADU or JADU does not comply with this article.

(B) The ADU or JADU is in violation of building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code. Substandard building conditions are specified in Section 17920.3 of the Health and Safety Code.

(i) NOTE: Though not a requirement, it is in the best interest of the homeowners to obtain a confidential third-party code inspection from a licensed contractor to determine the existing condition or potential scope of building improvements for an unpermitted ADU or unpermitted JADU before submitting an application for a permit.

(4) Subject to subdivision (3), upon receiving an application to permit a previously unpermitted ADU or unpermitted JADU constructed before January 1, 2020, a City inspector may inspect the unit for compliance with health and safety standards and provide recommendations to comply with health and safety standards necessary to obtain a permit.

(A) If the inspector finds noncompliance with health and safety standards, the applicant shall not be penalized for having the unpermitted ADU or unpermitted JADU and necessary permits shall be approved to correct noncompliance with health and safety standards.

(g) **Unpermitted ADU/JADUs – Constructed on or After January 1, 2020 and Before the Date of Passage of this Ordinance.** This article shall apply to all ADUs or JADUs which exist between January 1, 2020 and the date of passage of the ordinance. Units which do not have a permit, or cannot receive a permit, upon passage of the ordinance codified herein shall be considered in violation and shall be subject to code enforcement action.

(1) Any ADU and/or JADU that exists as of the effective date of this section, and has not previously been legally established, is considered an unlawful use, unless it is determined that it meets the provisions of this section and a permit is approved and issued.

(2) Administration and enforcement of any nonconforming building standard shall be conducted in accordance with California Health and Safety Code section 17980.12.

(h) **Conversion of legally established structures.** The conversion of legally established structures shall require that the unit meet the provisions of this code. Any legally established waivers or nonconformities that existed when this section first went into effect may continue, provided that in no manner shall such waiver or nonconformity be expanded, notwithstanding Section 33-1474.

§ 33-1481. Application Procedures.

In accordance with Government Code sections 66317, 66320, and 66335, a permit application for an ADU or a JADU shall be considered and approved ministerially without discretionary review or a hearing. The following apply to all ADU and JADU permit applications:

(a) Building permit application materials for ADUs or JADUs shall be reviewed and determined to be complete or incomplete no later than 15 business days after receiving the application packet. If the application packet is determined to be incomplete, the applicant shall be provided with a list of incomplete items and a description of how the application can be made complete in the written notice and authorize the applicant to cure and address the application, as specified.

(b) The building permit application for an ADU or a JADU where there is an existing single-family or multifamily dwelling on the lot shall be approved or denied within 60 days from the date the applicant packet is determined to be complete.

(c) If the building permit application for an ADU or a JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay approving or denying the permit application for the ADU or the JADU until the City approves or denies the permit application to create the new single-family or multifamily dwelling, but the application to create or serve the ADU or JADU shall be considered without discretionary review or hearing.

(d) If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay.

(e) If the City has not approved or denied the completed application within 60 days, the application shall be deemed approved.

(f) The City shall not issue a certificate of occupancy for an ADU or JADU before issuing a certificate of occupancy for the primary dwelling.

§ 33-1482. Decision to Deny.

The decision to deny an application for an ADU or JADU shall be in writing and shall include a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

§ 33-1483. Fees.

A fee may be charged to reimburse costs incurred to implement this section, including the costs of adopting or amending any ordinance that provides for the creation of an ADU or JADU, pursuant to California Government Code sections 66000, 66012, and 66335(c).

(a) **Application Fees.** Upon the filing of a permit for an ADU or JADU, a fee in an amount established by resolution of the City council shall be paid by the applicant to the City.

(b) **Impact Fees.**

(1) An ADU shall not be considered a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(2) A JADU shall not be considered a new or separate dwelling unit for purposes of calculating connection fees or capacity charges for utilities, including water, sewer, or power service.

(3) For purposes of this subdivision, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of California Government Code Section 66000, except that it also includes fees specified in California Government Code Section 66477.

(4) "Impact fee" does not include any connection fee or capacity charge.

(5) No impact fee shall be imposed upon the development of an ADU less than 750 square feet of interior livable space.

(6) Any impact fees charged for an ADU of 750 square feet of interior livable space or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(7) State Exempt ADUs.

(A) The applicant shall not be required to install a new or separate utility connection directly between a State Exempt Unit and the utility provider.

(B) In the event that an applicant chooses to install a new or separate utility connection directly between the State Exempt Unit and the utility, no related connection fee or capacity charge shall be charged unless the State Exempt Unit was constructed with a new single-family dwelling, or upon separate conveyance of the ADU pursuant to Section 33-1479.

(8) Standard ADUs.

(A) The applicant may be required to install a new or separate utility connection directly between a Standard ADU and the utility provider.

(B) Consistent with California Government Code Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed ADU, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system.

(C) This fee or charge shall not exceed the reasonable cost of providing this service.

(9) A homeowner applying for a building permit for a previously unpermitted ADU or JADU constructed before January 1, 2020, shall not be required to pay impact fees or connection or capacity charges except when utility infrastructure is required to comply with Section 17920.3 of the Health and Safety Code and when the fee is otherwise authorized by this section.

§ 33-1484. through § 33-1489. (Reserved)

STAFF REPORT

DATE: May 26, 2026
PL25-0083 – Article 70 Revisions – Continuance

PROJECT NUMBER / NAME: **PL25-0083 / Article 70 Revisions**

REQUEST: Recommend approval to the City Council of a Zone Text Amendment to Chapter 33 (Zoning) of the Escondido Municipal Code, specifically Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) and Article 1 (General Provisions and Definitions), for the purpose of compliance with mandatory State law, specifically Government Code sections 66310 through 66342. The Zone Text Amendment includes minor text updates to Article 1 to reconcile definitions of "accessory dwelling" and "junior accessory dwelling" with the new Article 70 language.

PROPERTY SIZE AND LOCATION: Citywide

APPLICANT: City of Escondido

GENERAL PLAN / ZONING: Citywide

PRIMARY REPRESENTATIVE: Sally Schifman, Principal Planner

DISCRETIONARY ACTIONS REQUESTED: Zone Text Amendment

PREVIOUS ACTIONS: Planning Commission continued the item on April 28, 2026 to a date certain of May 26, 2026

CEQA RECOMMENDATION: Not subject to CEQA pursuant to Public Resources Code section 21080(b)(1); and statutorily exempt from CEQA under CEQA Guidelines section 15268. The proposed amendments to Article 1 (General Provisions and Definitions) are exempt pursuant to CEQA Guidelines section 15378(b)(5) as changes would not have a direct or indirect physical effect on the environment.

STAFF RECOMMENDATION: Recommend approval to City Council

REQUESTED ACTION: Approve Planning Commission Resolution No. 2026-06

CITY COUNCIL HEARING REQUIRED: _X_ YES ___NO

REPORT APPROVALS: _X_ Kevin Snyder, Director of Development Services

_X_ Garrett Smith, City Planner

CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

At its April 28, 2026 public hearing, Planning Commission received staff's presentation and recommendation on the proposed Zone Text Amendment to Chapter 33 (Zoning) of the Escondido Municipal Code, specifically Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) and Article 1 (General Provisions and Definitions), for the purpose of compliance with mandatory State law, specifically Government Code sections 66310 through 66342. The Original Staff Report, dated April 28, 2026 and included as Attachment 1 to this report, provides a summary of pertinent State laws related to accessory dwelling units and includes a summary table of proposed zone text amendments.

During the hearing, staff also presented four text revisions to the proposed ordinance that resulted from feedback received by a housing oversight organization known as the California Housing Defense Fund (Attachment 2). Revisions are detailed in the Summary of Request section below and include changes to items related to height, windows, number of units, and traffic flow and public safety.

Planning Commission articulated concerns on the erosion of local control over accessory dwelling units (ADUs) and junior accessory dwelling units (JADU) and requested additional information on what the state law requires of local jurisdictions versus what staff was recommending in the proposed ordinance. They further provided input related to objective design standards for windows, requesting staff prepare a more flexible "menu option" for applicants to comply with a proposed standard to "substantially match those of the primary structure".

SUMMARY OF REQUEST

The proposed text amendments are illustrated in Attachment 2 of the original Staff Report dated April 28, 2026, and are made easily identifiable through the use of underlines (newly added language) and ~~strikethroughs~~ (deleted text). The attachment identifies only the specific section of Article 1 that would be amended by this Zone Text Amendment, whereas the entirety of Article 70 is provided with illustrative changes; however, Article 70 will be repealed in its entirety for ease of updating the zoning ordinance through the City Clerk's office. Clean text for both Article 1 and Article 70 is provided in Exhibit "B" of Resolution No. 2026-06.

In addition, staff proposes the following further revisions to the provided proposed Article 70:

§ 33-1474(d) Detached Units – Multifamily Residential Dwelling, subsection (1)

On a lot with an existing multifamily dwelling, no more than eight detached State Exempt ADUs, or up to equal the number of existing primary units, shall be permitted, whichever is less. ~~These unit shall be inclusive of those which may have been permitted under subsection (c)(2).~~

§ 33-1475(a) Designated Areas, subsection (3)

(3) Impacts upon the residential neighborhoods directly affected would be minimized in relation to traffic flow and public safety. Staff will review the following site-specific topics to determine potential traffic flow or public safety concerns, where applicable:

(A) Driveway locations and access type (e.g., full access, partial access, right in/out only).

(B) Pedestrian access, bicycle access, and on-site pedestrian circulation and potential conflicts.

(C) Location/distance of nearest existing transit stop(s) (measure as walking distance to project entrance/or middle of parcel).

(D) Location of any planned sidewalks or bikeways, identified in the Bicycle Master Plan and other City planning documents, within ¼ mile of the project location.

(E) Access management standards for median openings and spacing between major driveway connections.

(F) Sight distance.

(G) Relationship of internal circulation to public streets.

(H) Sufficiency of driveway length.

(I) Shared access, including alternate access roads.

§ 33-1475(g) Height, subsection (1) (B)

An attached ADU that is attached to the primary dwelling, shall be limited to the height of the existing or proposed primary dwelling or ~~24~~25 feet, whichever is greater.

§ 33-1475(i) Architectural Details, subsection (3) Windows

~~Window materials, design, framing, and detailing for~~ Standard ADU windows shall be considered consistent with the primary dwelling if they utilize the same manufacturer product line or model series as the primary dwelling windows, where documentation is provided or where visually verifiable.

Alternatively, Standard ADU~~s~~ windows shall substantially match those of the primary structure, by complying with at least three of the following standards.

(A) Window Type (e.g., single-hung, double-hung, casement, slide)

(B) Frame Material (e.g., vinyl, wood, aluminum-clad)

(C) Window Proportions [Required for Historic Lots] (e.g., window height-to-width proportions, within ±10% of the predominant window proportions on the primary dwelling)

(D) Trim Dimensions and Recess Depth

(E) Window Glazing (e.g., clear, tinted, reflective)

~~(A)~~ In addition, ~~T~~the number and placement of windows shall comply with~~meet the minimum requirement to satisfy~~ applicable building code and health and safety standards, for light, ventilation, egress, and safety.

§ 33-1476(d) Architectural Details, subsection (2) Windows

~~Window materials, design, framing, and detailing for~~ Junior ADU windows shall be considered consistent with the primary dwelling if they utilize the same manufacturer product line or model series as the primary dwelling windows, where documentation is provided or where visually verifiable.

Alternatively, Junior ADU~~s~~ windows shall substantially match those of the primary structure, by complying with at least three of the following standards.

(A) Window Type (e.g., single-hung, double-hung, casement, slide)

(B) Frame Material (e.g., vinyl, wood, aluminum-clad)

(C) Window Proportions [Required for Historic Lots] (e.g., window height-to-width proportions, within ±10% of the predominant window proportions on the primary dwelling)

(D) Trim Dimensions and Recess Depth

(E) Window Glazing (e.g., clear, tinted, reflective)

~~(A)~~ In addition, ~~T~~the number and placement of windows shall comply with~~meet the minimum requirement to satisfy~~ applicable building code and health and safety standards, for light, ventilation, egress, and safety.

FISCAL ANALYSIS

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

ENVIRONMENTAL ANALYSIS

The proposed amendments to Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) are ministerial actions undertaken to implement mandatory State law. The City lacks discretionary authority to deny, modify, or condition these provisions based on environmental considerations. Accordingly, the action is not subject to CEQA pursuant to Public Resources Code section 21080(b)(1); and the action is statutorily exempt from CEQA under CEQA Guidelines section 15268. The proposed amendments to Article 1 (General Provisions and Definitions) are exempt pursuant to CEQA Guidelines section 15378(b)(5) as changes to Article 1 would not have a direct or indirect physical effect on the environment. No further environmental review is required.

PUBLIC NOTICING AND INPUT

City staff noticed the Zone Text Amendment in accordance with Article 61, Division 6 of the Escondido Zoning Code and Government Code section 65854. One public comment letter has been received from the California Housing Defense Fund, dated April 27, 2026, and is included as Attachment 2. In addition, one oral public comment was received during the Planning Commission hearing on April 28, 2026, with the speaker in favor of the Zone Text Amendment and the proposed window “menu option” approach.

CONCLUSION AND RECOMMENDATION

Planning staff recommend the Planning Commission approve Resolution No. 2026-06, recommending approval of the proposed Zoning Code amendments, including the additional revisions presented in the Staff Report dated May 26, 2026, to the City Council for final decision pursuant to Section 33-1262 of

CITY of ESCONDIDO

STAFF REPORT

Article 61 of the Escondido Zoning Code (Administration and Enforcement Ordinance). Approval of these changes will improve and clarify planning processes, and ensure compliance with state mandates. No other discretionary permits are requested or required.

ATTACHMENTS

1. Attachment 1 – Original April 28, 2026 Planning Commission Staff Report for PL25-0083 and all original attachments:
    - Original Attachment 1 – CalDHF public comment letter, dated February 18, 2025
    - Original Attachment 2 – Strikethrough and underline of proposed changes
    - Original Attachment 3 – Planning Commission Resolution No. 2026-06
        - Exhibit “A” – Findings of Fact
        - Exhibit “B” – Clean Copy of Proposed Changes
2. Attachment 2 – CalDHF public comment letter, dated April 27, 2026

STAFF REPORT

DATE: April 28, 2026
PL25-0083 – Article 70 Revisions

PROJECT NUMBER / NAME: **PL25-0083 / Article 70 Revisions**

REQUEST: Recommend approval to the City Council of a Zone Text Amendment to Chapter 33 (Zoning) of the Escondido Municipal Code, specifically Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) and Article 1 (General Provisions and Definitions), for the purpose of compliance with mandatory State law, specifically Government Code sections 66310 through 66342. The Zone Text Amendment includes minor text updates to Article 1 to reconcile definitions of "accessory dwelling" and "junior accessory dwelling" with the new Article 70 language.

PROPERTY SIZE AND LOCATION: Citywide

APPLICANT: City of Escondido

GENERAL PLAN / ZONING: Citywide

PRIMARY REPRESENTATIVE: Sally Schifman, Principal Planner

DISCRETIONARY ACTIONS REQUESTED: Zone Text Amendment

PREVIOUS ACTIONS: N/A

CEQA RECOMMENDATION: Not subject to CEQA pursuant to Public Resources Code section 21080(b)(1); and statutorily exempt from CEQA under CEQA Guidelines section 15268. The proposed amendments to Article 1 (General Provisions and Definitions) are exempt pursuant to CEQA Guidelines section 15378(b)(5) as changes would not have a direct or indirect physical effect on the environment.

STAFF RECOMMENDATION: Recommend approval to City Council

REQUESTED ACTION: Approve Planning Commission Resolution No. 2026-06

CITY COUNCIL HEARING REQUIRED: _X_ YES ___NO

REPORT APPROVALS: _X_ Dare Delano, Assistant City Attorney

_X_ Veronica Morones, Assistant Director of Development Services

CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

On January 14, 2025, the Planning Commission reviewed and motioned to recommend approval to a number of draft updates to Article 70 under the 2024 Annual Omnibus Update (Resolution No. 2025-01). Prior to the scheduled February 19, 2025 City Council meeting, Development Services received a public comment from the California Housing Defense Fund ("CalHDF") identifying concerns regarding the drafted Article 70 amendments proposed with the 2024 Annual Omnibus Update. As a result of the public comment letter, staff pulled the Article 70 draft changes from the omnibus and undertook a comprehensive update to the City's Accessory Dwelling Units and Junior Accessory Dwelling Units ordinance (Article 70). The proposed amendments comply with required State ADU law and address those issues raised by CalHDF's public comment letter (see Attachment 1).

Since 2017, the California Legislature has enacted a series of laws to expand the development of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) as a strategy to increase housing supply statewide within existing neighborhoods. Legislation adopted between 2024 and 2026 continued this trend by expanding development rights, limiting local regulatory authority, and reinforcing statewide development standards to ensure consistency. These laws, as described below, apply uniformly throughout California and preempt conflicting local regulations.

Senate Bill (SB) 477 (effective date March 25, 2024) reorganized all State ADU and JADU statutes into a single, consolidated framework within Government Code Sections 66310 through 66342 (previously Gov. Code §§ 65852.2 et seq.). This legislation was expressly non-substantive and intended to improve clarity and consistency in state housing law. As a result of this consolidation and the continued operation of state preemption, local ADU ordinances that are inconsistent with state law are unenforceable by operation of law, and compliance with current statutory requirements is essential.

Assembly Bill (AB) 2533 (effective date January 1, 2025) made various changes to State ADU law regarding unpermitted ADUs. The law requires local agencies to allow the legalization of unpermitted ADUs and JADUs constructed before January 1, 2020. Cities may not deny permits to legalize these units based on zoning, development standards, or nonconformity with local ADU regulations. Notwithstanding any other law, the statute limits review to corrections necessary to address substandard health and safety conditions as defined in the Health and Safety Code. The law further prohibits local agencies from imposing penalties, fines, impact fees, or connection fees associated with legalization, except in limited circumstances involving new utility infrastructure. AB 2533 establishes a mandatory pathway to legalization and limits local discretion in enforcement and code compliance actions related to older ADUs.

SB 1211 (effective date January 1, 2025) made various changes to State ADU law with regard to replacement parking and exempt units. The law significantly expands ADU development opportunities on sites with existing multifamily residential development. Under this law, a lot containing an existing multifamily dwelling may construct up to eight detached ADUs, provided that the number of ADUs does not exceed the number of existing primary dwelling units on the lot. Prior state law limited multifamily properties to a maximum of two detached ADUs. The law also prohibits local agencies from requiring replacement parking when covered or uncovered spaces are removed to construct an ADU and clarifies the definition of "livable space" within multifamily buildings for purposes of ADU eligibility. Finally, SB 1211 places substantial restrictions on the development standards a city can place on certain state-mandated ADUs pursuant to Gov. Code § 66323.

AB 1154 (effective date January 1, 2026) limits the ability of local governments to impose owner-occupancy requirements on JADUs. Such requirements are only permitted where the JADU shares sanitation facilities with the primary dwelling unit. In all cases, rentals of JADUs must be for terms longer than 30 days.

AB 1033 (effective date January 1, 2024) creates a new, optional pathway for cities and counties to allow ADUs to be sold separately from the primary dwelling on the same lot by permitting condominium conversion of an ADU and the primary dwelling. AB 1033 does not require jurisdictions to allow ADU sales. It is a local-option statute, not a statewide mandate. Absent adoption of a local ordinance, the separate sale of ADUs remains prohibited under state law.

SB 543 (effective date January 1, 2026) makes various changes to State ADU law regarding requirements for local jurisdictions when submitting JADU ordinances to the Department of Housing and Community Development (HCD), as well as clarifies fire protection standards and the definition of "living space," revises limitations on impact fees, clarifies time limits for application review, and provides more broadly additional clarifying changes.

Additional legislation in the last few years has addressed administrative streamlining for pre-approved ADUs (**AB 1332**, effective date January 1, 2025), CEQA exemptions (**AB 3057**, effective date January 1, 2025), coastal zone coordination (**SB 1077**, effective date January 1, 2025, with state guidance to be developed by July 1, 2026), and enforcement authority (**AB 434**, effective date January 1, 2024)—all of which further reinforce the state's intent to facilitate ADU development. While this additional legislation provides important context regarding the State's broader ADU policy framework, these measures do not require amendments to the City of Escondido's ADU ordinance and are therefore not addressed further in this update.

Collectively, these state law changes further constrain local authority over ADUs and JADUs. Local regulations may not impose standards that are more restrictive than state law, and conflicting provisions are void. Cities retain the ability to adopt objective development standards where permitted by statute but State ADU law substantially curtails discretionary review and sets policy limitations on ADU development.

SUMMARY OF REQUEST

The proposed text amendments are illustrated in Attachment 2 of this staff report and are made easily identifiable through the use of underlines (newly added language) and ~~strikethroughs~~ (deleted text). The attachment identifies only the specific section of Article 1 that would be amended by this Zone Text Amendment, whereas the entirety of Article 70 is provided with illustrative changes; however, Article 70 will be repealed in its entirety for ease of updating the zoning ordinance through the City Clerk's office. Clean text for both Article 1 and Article 70 is provided in Exhibit "B" of Resolution No. 2026-06.

Table 1 provides a summary of the proposed changes by Article and then by Section.

CITY of ESCONDIDO

STAFF REPORT

TABLE 1 - SUMMARY OF PROPOSED CHANGES

Chapter – Article number: Article Name Section	Summary of Existing Contents	Proposed Change(s)
Chapter 33 – Article 1: General Provisions and Definitions		
§ 33-8 Definitions	Provides basic definition of "Accessory Dwelling Unit"	Update the definition of "Accessory Dwelling Unit" to match the definition provided in Article 70.
§ 33-8 Definitions	No JADU definition exists.	Add a definition of "Junior Accessory Dwelling Unit" to match the definition provided in Article 70.
Chapter 33 – Article 70: Accessory Dwelling Unit and Junior Accessory Dwelling Units		
Throughout Article 70	References to Gov. Code § 65852.2 and § 65852.22.	Reference updates throughout to specific new Gov. Code §§ 66310 et. seq.
Throughout Article 70	n/a	Reformatting updates to better align Article 70 with other articles of the Zoning Code.
§ 33-1470 Purpose ~~and Intent~~	Provides purpose and intent the article.	Rename the section "**Purpose**"; update with new Government Cde references.
§ 33-1471 Applicability ~~Permitted zones~~	Specifies where ADUs and JADUs are permitted.	Rename the section "**Applicability**"; expand on where and under what circumstances ADUs and JADUs are permitted.
§ 33-1472 Definitions	A "definitions" section within Article 70 does not currently exist.	New section to provide definitions pertinent to Article 70 and as defined by State law.
§ 33-1473~~2~~ Permit Required	States that ADUs on multifamily properties require an ADU permit; and, states that ADUs on single-family properties only require a building permit (unless otherwise specified).	Repeal in full and replace with new update to differentiate between State Exempt ADUs and All Other ADUs; specify that all ADUs are to be reviewed by building permit only (i.e., eliminates a planning permit for multifamily ADUs).

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Chapter – Article number: Article Name Section	Summary of Existing Contents	Proposed Change(s)
~~**§ 33-1473 Occupancy limitations**~~ **§ 33-1474 Development standards – State Exempt ADUs**	Specifies Allowed Uses – describes when, how, and the number of ADUs or JADUs permitted on lots; and Owner-Occupancy – describes owner-occupancy requirements, deed restrictions, code requirements, conveyance and rental terms, and occupancy recognition.	Repeal in full and replace with new **§ 33-1474 Development standards – State Exempt ADUs**. Specifies standards for attached and detached ADUs on single-family and multifamily lots *in accordance with Government Code section 66314*; and, see new **§ 33-1478 Allowable Use of ADU and JADUs**; and see new **§ 33-1479 Occupancy and Conveyance**.
§ 33-1475~~4~~ Development standards – Standard ADUs	Specifies Development Standards for ADUs and JADUs – linked to underlying zone standards, number of bedrooms, entries, kitchens, sanitation facilities, setbacks, unit size, height, lot coverage, number of ADUs and JADUs, parking, design, and addresses.	Repeal in full and replace with new **§ 33-1475 Development standards – Standard ADUs**. Specifies standards for designated areas/zones, density, number of units, floor area, setbacks, lot coverage, height, interior space, architectural details, landscaping, parking, and addresses for ADUs in accordance with State law (i.e., *ADUs not subject to Government Code section 66323*).
~~**§ 33-1475 Other regulations**~~	Stipulates regulations for historic buildings, guest houses, and utility connections.	Repealed in full. Historic buildings are addressed in new **§ 33-1477 ADUs and JADUs on Historic Lots**; "guest houses" are removed completely from Article 70; and, Utility connections are addressed in **§ 33-1479 Occupancy and Conveyance** and **§ 33-1483 Fees**.
§ 33-1476 Development Standards – Junior Accessory Dwelling Units	Does not exist.	New Section. Specifies standards for designated areas/zones, floor area, interior space, architectural details, height, and parking for JADUs in accordance with State law.
§ 33-1477 ADUs and JADUs on Historic Lots	Does not exist.	New Section. Specifies additional standards for ADUs and JADUs on historic lots as permissible by State law.

CITY of ESCONDIDO

STAFF REPORT

Chapter – Article number: Article Name Section	Summary of Existing Contents	Proposed Change(s)
§ 33-1478 Allowable Uses of ADUs and JADUs	Does not exist.	New Section. Specifies the allowable use of an ADU or JADU.
§ 33-1479 Occupancy and Conveyance	Does not exist.	New Section. Specifies limitations of renter and owner occupancy, conveyance of JADUs, and conveyance of ADUs.
§ 33-148~~076~~ Code Standards ~~Existing nonpermitted accessory units~~	Does not exist.	New Section. Specifies building code standards for new ADUs or JADUs, and provides requirements for reviewing existing code violations and unpermitted ADUs and JADUs in accordance with State law.
§ 33-148~~177~~ Application ~~and p~~Procedures	States the Director shall approve or disapprove an application ministerially for an ADU within 60 days and states that ADUs on multifamily lots require an ADU permit.	Repeal in full and replace with language detailing the building permit application review process.
§ 33-148~~278~~ Decision to Deny ~~Findings for Denial~~	Provides findings for denial of an ADU permit.	Repeal in full and replace with new **§ 33-1482 Decision to Deny**; Specifies that the applicant shall be provided with a written list of defects and deficiency for remediation in accordance with State law.
~~§ 33-1479 Appeal~~	Provides directions for an appeal.	Repeal in full. An appeal process is no longer applicable.
§ 33-1483~~0~~ Fees	Details fee requirements	Repeal in full and replace with new language regarding ADU/JADU application and impact fees in accordance with State law.
§ 33-1484~~1~~. through § 33-1489. (Reserved)	n/a	Updated to reflect added sections.

PROJECT ANALYSIS

1. General Plan Conformance:

   The Escondido General Plan is the City's long-term blueprint that lays out goals and policies for the City's physical, economic, and social development. The General Plan provides guidance on topics like land use patterns, mobility network, safety, and quality of life standards. The Implementation Program Chapter of the General Plan, Chapter 10, recognizes the zoning code to be a "key feature" in directing local decisions and facilitating the implementation of the General Plan. Recurring zoning code updates for clarification and alignment with State law ensures that the General Plan's policies will be carried out

accordingly. Changes proposed in Article 70 seek to clarify zoning code language and conform with State regulations, furthering the implementation of the General Plan. The changes proposed are related to state compliance. Therefore, the proposed changes to the Zoning Code would be consistent with the General Plan.

2. Zoning or Specific Plan conformance:

   The amendments to Article 70 seek to clarify and/or correct zoning code language, conform with new State regulations, and address errors/typos. The proposed changes facilitate continued improvement on zoning code interpretation and further its purpose: to promote public peace, health, safety, convenience, comfort, prosperity or general welfare (Section 33-3 and 33-6 of Article 1 of the Zoning code). Approving the proposed Zoning Code amendments would further the zoning code's objectives, making this effort compliant with the zoning code.

   Additionally, zoning text amendments such as this require the mandatory findings outlined under Article 61 (Administration and Enforcement), Division 4 (Amendments and Zone Changes), Section 33-1263 be substantiated. Exhibit "A" under the draft resolution attached to this staff report provide such justification for the proposed amendments to Article 70.

3. Climate Action Plan Consistency:

   The City's 2021 Climate Action Pan provides a roadmap for reducing greenhouse gas ("GHG") emissions through the implementation of various strategies, goals, actions and supporting measures. The proposed amendments to Article 70 do not directly address or modify any of the Climate Action Plan's implementation objectives or activities.

FISCAL ANALYSIS

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

ENVIRONMENTIAL ANALYSIS

The proposed amendments to Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) are ministerial actions undertaken to implement mandatory State law. The City lacks discretionary authority to deny, modify, or condition these provisions based on environmental considerations. Accordingly, the action is not subject to CEQA pursuant to Public Resources Code section 21080(b)(1); and the action is statutorily exempt from CEQA under CEQA Guidelines section 15268. The proposed amendments to Article 1 (General Provisions and Definitions) are exempt pursuant to CEQA Guidelines section 15378(b)(5) as changes to Article 1 would not have a direct or indirect physical effect on the environment. No further environmental review is required.

PUBLIC NOTICING

City staff noticed the Zone Text Amendment in accordance with Article 61, Division 6 of the Escondido Zoning Code and Government Code section 65854. Due to the Citywide nature of the amendments, staff did not conduct specific project-related outreach. As of the time the staff report was prepared, no public correspondence has been received.

CITY of ESCONDIDO

STAFF REPORT

CONCLUSION AND RECOMMENDATION

Planning staff recommend the Planning Commission approve Resolution No. 2026-06, recommending 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 and clarify planning processes, and ensure compliance with state mandates. No other discretionary permits are requested or required.

ATTACHMENTS

1. Attachment 1 – CalDHF public comment letter, dated February 18, 2025
2. Attachment 2 – Strikethrough and underline of proposed changes
3. Attachment 3 – Planning Commission Resolution No. 2026-06
    a. Exhibit “A” – Findings of Fact
    b. Exhibit “B” – Clean Copy of Proposed Changes

Feb 18, 2025

City of Escondido
201 North Broadway
Escondido, CA 92025

Re: Proposed Amendments to City's ADU Ordinance

By email: Dane.white@escondido.gov; consuelo.martinez@escondido.gov; christian.garcia@escondido.gov; joe.garcia@escondido.gov; judy.fitzgerald@escondido.gov

Cc: pricila.roldan@escondido.gov; zack.beck@escondido.gov; michael.mcguinness@escondido.gov; Sean.mcglynn@escondido.gov; christopher.mckinney@escondido.gov

Dear Escondido City Council,

The California Housing Defense Fund ("CalHDF") submits this letter as a public comment for the City Council meeting of February 19, 2025 regarding item 13, a proposed amendment to the City's zoning code, including amendments to its regulations for ADUs and JADUs.

The proposed ordinance fails to comply with state law in several ways, and the City should address these issues before approving the ordinance.

Background

The law gives local governments authority to enact zoning ordinances that implement a variety of development standards on ADUs. (Gov. Code, § 66314.) The standards in these local ordinances are limited by state law so as not to overly restrict ADU development. (See *id.)* Separately from local ADU ordinances, Government Code section 66323 establishes a narrower set of ADU types that local governments have a ministerial duty to approve via a building permit. "Notwithstanding Sections 66314 to 66322 ... a local agency shall ministerially approve" these types of ADUs. (*Id*. at subd. (a).) This means that ADUs that satisfy the minimal requirements of section 66323 must be approved regardless of any contrary provisions of the local ADU ordinance. (*Ibid*.) Local governments may not impose their own standards on such ADUs. (Gov. Code, § 66323, subd. (b) ["A local agency shall not impose any objective development or design standard that is not authorized by this section upon any accessory dwelling unit that meets the requirements of any of paragraphs (1) to (4), inclusive, of subdivision (a)."].)

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hi@calhdf.org

In addition, ADUs that qualify for the protections of Government Code section 66323, like other ADUs, must be processed by local governments within 60 days of a complete permit application submittal. (Gov. Code, § 66317, subd. (a).)

State law also prohibits creating regulations on ADU development not explicitly allowed by state law. Government Code Section 66315 states, "No additional standards, other than those provided in Section 66314, shall be used or imposed, including an owner-occupant requirement, except that a local agency may require that the property may be used for rentals of terms 30 days or longer."

Impermissible Permit Requirement for ADUs on Multifamily Properties

City code section 33-1472(a) requires an ADU permit in order for an applicant to develop ADUs on multifamily properties. However, Government Code section 66323, subdivisions (a)(3) and (a)(4) obligate the City to ADUs on multifamily properties via building permit only, as discussed *supra*. The City may not require a separate ADU permit in these circumstances.

For more information on 66323 units, please see page 18 et seq. of the January 2025 HCD ADU Handbook.

Impermissible Certificate of Occupancy Delay

City code section 33-1472(c)(1) prohibits the issuance of a certificate of occupancy for an ADU before the primary dwelling has been issued a certificate of occupancy. This unusual regulation is not allowed by state law.

Government Code section 66317, subdivision (a) states:

> "… . If the permit application to create or serve an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the permitting agency may delay approving or denying the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency approves or denies the permit application to create the new single-family or multifamily dwelling, but the application to create or serve the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing …"

The law allows the City to delay the ADU permit application until the single-family dwelling permit is approved. It does not allow the City to delay issuance of a certificate of occupancy.

As discussed *supra*, state law does not allow the City to independently create regulations to discourage ADU development. Instead, state law prohibits creating regulations on ADU

development not explicitly allowed by state law. Government Code Section 66315 states, "No additional standards, other than those provided in Section 66314, shall be used or imposed, including an owner-occupant requirement, except that a local agency may require that the property may be used for rentals of terms 30 days or longer."

And, of course, the City may not impose this condition on any ADUs that qualify for the protections of Government Code section 66323, given that this section of law imposes a duty on the City to approve such ADUs via ministerial issuance of a building permit and does not allow the City to impose any of the requirements found in sections 66314 through 66322. There are many reasons that a family might choose to initially occupy an ADU. Home development is highly expensive. It is vastly more affordable (and faster) to develop an ADU than a primary dwelling. A family may choose to develop and occupy an ADU while building the primary dwelling, thus saving on rent while they finish the construction project. This regulation does not seem to serve any rational basis, unless the purpose is to discourage the development of ADUs with new single-family homes.

Impermissible Conditioning of Application on Health Department Approval

City code section 33-1472(c)(2) states, "Prior to approval on properties with a private sewage system, approval by the county of San Diego department of environmental health, or any successor agency, may be required."

However, state law does not allow the City to require that applicants seek separate approval from a health department. Instead, Government Code section 66314, subdivision (f) only allows the following with respect to private sewage/septic systems:

> A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite wastewater treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

The City should amend its code accordingly.

Impermissible Blanket Ban on ADU Sales

City code section 33-1473(d) forbids all separate sales of ADUs. However, Government Code section 66341 mandates that the City permit separate sales of ADUs in certain circumstances. The City should amend its code accordingly.

Impermissible Imposition of Underlying Zoning

City code section 33-1474(a) imposes all underlying city zoning standards on ADUs, except as modified by that section. This provision is not allowed by state law.

As discussed *supra*, Government Code section 66323 mandates that the City approve a specific class of ADUs subject only to specified height and setback requirements, notwithstanding any local code requirements to the contrary. This means, for example, that the City cannot impose landscaping regulations, floor area ratio regulations, parking requirements, front setbacks, etc. on ADUs that qualify for the protections of Government Code section 66323.

Impermissible Front Setback Requirements

City code section 33-1474(a)(4) imposes the front setback requirements of the underlying zoning on all new construction ADUs.

However, Government Code section 66323, subdivision (a) does not permit imposition of front setback requirements for ADUs that qualify for the protections of that section of law. There are many policy reasons for this. For instance, a homeowner may prefer to preserve a private backyard space while redeveloping the less useful front yard. While children may play in the backyard, the front yard is closer to the street and less safe for a variety of activities. The City therefore must allow front yard ADUs that comply with the standards in Government Code section 66323, subdivision (a) both on single family and on multifamily properties.

HCD has issued guidance (the January 2025 HCD ADU Handbook, page 18) affirming the duty of local agencies to allow ADUs protected by Government Code section 66323 in the front setback under all circumstances.

Impermissible ADU Size Limitations

City code Table 33-1474 imposes blanket maximum ADU sizes on all ADUs developed in the city.

However, these limits are not allowed for ADUs subject to the protections of Government Code section 66323, subdivisions (a)(1), (a)(3), and (a)(4). In the case of section 66323, subdivision (a)(1), state law does not allow a maximum unit size for a conversion of a portion of an existing structure into an ADU on a single-family property. For section 66323, subdivision (a)(3), state law does not allow a maximum unit size for a conversion of a portion of an existing structure into an ADU on a multifamily property. For section 66323, subdivision (a)(4), state law does not allow a size limitation for any detached ADUs constructed on multifamily properties, provided they comply with the specified height and setback requirements.

Impermissible Height Limits

City code section 33-1474(a)(7) limits ADU heights to 16 feet or the underlying zoning, whichever is higher. However, Government Code section 66321, subdivision (b)(4) obligates the City to approve ADUs higher than 16 feet in certain circumstances, such as when the ADU is on the same parcel as a multistory multifamily dwelling, or when the parcel is near transit.

Impermissible Lot Coverage Requirement

City code section 33-1474(a)(8) imposes the lot coverage requirement of the underlying zoning on ADUs. CalHDF notes that section 33-1474(a) allows relaxation of this standard to allow at least one 850 square foot ADU on the property.

However, this allowance is insufficient. Government Code section 66323, subdivision (a)(4) allows up to eight ADUs, without size restriction, on parcels with an existing multifamily dwelling, and the City may not impose any lot coverage requirement that would restrict this allowance.

Impermissible Design Standards

City code section 33-1474(d) imposes design standards on all ADUs. None of these standards may be imposed on ADUs that qualify for the protections of Government Code 66323, subdivision (a), as discussed *supra*.

Additionally, this code section contains numerous non-objective requirements. The City may only apply objective standards (Gov. Code, § 66314, subd. (b)(1)), which state ADU law defines as "standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal." (Gov. Code, § 66313, subd. (i).)

It would be impossible for an applicant to know, ex ante, what the planning director considers to be "integrated with the primary structure" or "determined to have historic value by the director."

These provisions of code should be amended to be made objective. Additionally, this code section should be amended to make clear that it does not apply to ADUs eligible for the protections of Government Code section 66323, subdivision (a).

Impermissible Historic Regulations

City code section 33-1475(a) places a variety of regulations on ADUs developed on properties with historic structures. As discussed *supra*, the City may not impose any development standards on ADUs that qualify for the protections of Government Code 66323, subdivision (a). For such ADUs, the City may not impose the regulations in City code section 33-1475(a).

See pages 18-20 of the HCD's January 2025 ADU Handbook for further information on section 66323 ADUs. For instance, from page 20 of the Handbook: "A local agency may not impose development or design standards, including both local standards and standards found in State ADU Law, on 66323 Units that are not specifically listed in Government Code section 66323. (Gov. Code, § 66323, subds. (a), (b).) This includes, but is not limited to, parking, height, setbacks, or other zoning provisions (e.g., lot size, open space, floor area ratio, etc.)"

Impermissible Limitation on Number of ADUs per Lot

City code section 33-1475(b) limits development of ADUs on a parcel as follows:

> Guest house. An attached guest house may be converted to an accessory dwelling unit provided all provisions of this article and the building code and zoning code are met. A guest house and an accessory dwelling unit and/or a junior accessory dwelling unit may occur on the same lot provided the guest house does not contain kitchen facilities and is not rented. No more than one accessory dwelling unit or no more than one guest house is permitted on a lot. Nothing in this section shall be construed to prohibit the construction of an accessory dwelling unit and/or junior accessory dwelling unit in compliance with this article.

These limitations are plain violations of Government Code section 66323, subdivision (a). The City must approve building applications for the types of ADUs described in this section of law and may not condition the approval on the removal or alteration of an existing guest house.

Furthermore, City code section 33-1475(b) limits ADU development to one ADU per parcel. However, Government Code section 66323, subdivisions (a)(3) and (a)(4) allow for multiple ADUs on multifamily properties. This section of City code should be amended to reflect this allowance.

Impermissible Limitations on Unpermitted ADUs

City code section 33-1476 declares all existing, unpermitted ADUs to be in violation of City code and subject to enforcement action. Section 33-1476(a) requires unpermitted ADUs to fully meet the requirements of the City code in order to be legalized.

These requirements are a clear violation of state ADU law. Government Code, section 66332, subdivision (a) (emphasis added):

> (a) Notwithstanding any other law, and except as otherwise provided in subdivision (b), a local agency shall not deny a permit for an unpermitted accessory dwelling unit or unpermitted junior accessory dwelling unit that was constructed before January 1, 2020, due to either of the following:
>
> (1) The accessory dwelling unit or junior accessory dwelling unit is in violation of building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code.
>
> (2) The accessory dwelling unit or junior accessory dwelling unit does not comply with this article or Article 3 (commencing with Section 66333), as applicable, **or any local ordinance regulating accessory dwelling units or junior accessory dwelling units**.

Non-compliance with the City's ADU ordinance therefore is not a valid reason to deny a permit to legalize an existing ADU.

Impermissible Required Findings

City code section 33-1478 requires the following findings as a condition of ADU permit approval:

(a) Adequate public facilities and services are available;
(b) All requirements of this article and the zoning code are met;
(c) The project will not create a second front entrance;
(d) The unit is integrated with the primary structure with respect to roof design, height, compatible materials, color, texture, and design details; and
(e) The accessory dwelling unit does not create any adverse impact on any real property that is listed in the local, state, or federal Register of Historic Places.

As a threshold issue, the City is not allowed to require ADU permits or any ADU application eligible for the protections of Government Code section 66323, subdivision (a).

Findings (a), (c), (d), and (e) may not be required for any ADU application eligible for the protections of Government Code section 66323, subdivision (a), as that section of state law only permits the City to apply basic height and setback regulations specified in state law.

Additionally, findings (a) and (d) are non-objective. As discussed *supra*, the City may only apply objective standards (Gov. Code, § 66314, subd. (b)(1)) to ADU development.

It would be impossible for an applicant to know, ex ante, what the planning director considers to be "integrated with the primary structure" or whether the ADU has "adequate public facilities and services available." Does this mean that there need to be "adequate" childcare slots available? That there needs to be "adequate" parkland available? The City may not apply this non-objective requirement.

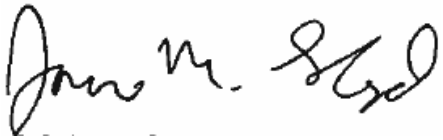
♦♦♦

CalHDF appreciates the City's effort to implement state law governing ADU construction. However, the City should amend its ordinance to ensure that it complies with state law.

CalHDF is a 501(c)3 non-profit corporation whose mission includes advocating for increased access to housing for Californians at all income levels, including low-income households. You may learn more about CalHDF at www.calhdf.org.

Sincerely,

Dylan Casey
CalHDF Executive Director



James M. Lloyd
CalHDF Director of Planning and Investigations

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ARTICLE 1
GENERAL PROVISIONS AND DEFINITIONS

§ 33-8. Definitions.

"Dwelling."

(1) **"Dwelling"** means one or more rooms in a building used for occupancy by one family for living or sleeping purposes and having only one kitchen.

(2) **"Grouped dwelling"** means a group of two or more detached or semi-detached one-family, two-family, three-family or multiple dwellings occupying a parcel of land in one ownership and having any yard or court in common, including bungalow courts and apartment courts, but not including recreational vehicle or campgrounds.

(3) **"Multiple dwelling"** means a building or portion thereof used for occupancy by four or more families living independently of each other, and containing four or more dwellings.

(4) **"One-family or single-family dwelling"** means a detached or semi-detached building designed for or occupied exclusively by one family.

(5) **"Two-family dwelling and duplex"** means a detached or semi-detached building designed for or occupied exclusively by two families.

(6) **"Three-family dwelling and triplex"** means a detached or semi-detached building designed for or occupied by three families.

(7) **"Primary dwelling"** means the principal single-family dwelling located on a lot where an accessory dwelling unit is existing or proposed.

(8) **"Accessory dwelling"** ~~means a secondary, but independent living facility which is located or established on the same lot as the primary residence. It shall include permanent provisions for living, sleeping, eating, cooking and sanitation.~~ means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An ADU may also include the following:

An efficiency unit.

A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(9) **"Junior Accessory dwelling"** means a unit that is no more than 500 square feet of interior livable space in size and contained entirely within a single-family residence. Enclosed uses such as attached garages, are considered a part of the proposed or existing single-family residence.

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ARTICLE 70
ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

§ 33-1470. Purpose ~~and intent~~.

The purpose of this article is to provide regulations for the establishment of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) as additional housing~~. accessory dwelling units and junior accessory dwelling units. The intent of the article is to provide additional housing opportunities in areas where adequate public facilities and services are available, and where impacts upon the residential neighborhoods directly affected would be minimized.~~ Should any provision of this article be found not to be in compliance with California Government Code sections 66310 – 66342, as applicable, ~~Notwithstanding the intent of California Government Code section 65852.2 or section 65852.22, should any provision of this article be found not to be in compliance with state law,~~ that provision should be severed and stricken from Article 70 as if it had never been adopted.

§ 33-1471. ~~Permitted zones~~Applicability.

~~Accessory dwelling units and junior accessory dwelling units shall be permitted in areas zoned to allow single-family or multifamily dwelling residential uses, subject to section 33-1472 of this article.~~This article applies to ADUs and JADUs proposed on lots developed or proposed to be developed with one or more residential dwellings in areas zoned to allow single-family or multifamily residential uses, in areas where adequate public facilities and services are available, and where impacts upon the residential neighborhoods directly affected would be minimized in relation to traffic flow and public safety, and/or mixed-use zones as applicable, as permitted by California Government Code sections 66314 and 66323, and subject to Sections 33-1473 through 33-1483, as applicable.

§ 33-1472. Definitions.

(a) "Accessory dwelling unit", or ADU, means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An ADU may also include the following:

(1) An efficiency unit.

(2) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(b) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

(c) "Attached ADU" means an ADU that is completely within an existing main building, or added to an existing primary building or accessory structure. These units shall be attached by a common wall, floor, or ceiling, and not simply by an attached passageway or porch; and

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shall be contained within one building. Enclosed uses such as attached garages, are considered a part of the proposed or existing single-family residence.

(d) "Detached ADU" means an ADU that is structurally independent and separated from the existing or proposed single-family or multi-family residence by a minimum of 10 feet.

(e) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

(f) "Junior accessory dwelling unit" means a unit that is no more than 500 square feet of interior livable space in size and contained entirely within a single-family residence. Enclosed uses such as attached garages, are considered a part of the proposed or existing single-family residence.

(g) "Livable space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

(h) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(i) "Local agency" means a city, county, or city and county, whether general law or chartered.

(j) "Multifamily dwelling," or "Multifamily residential uses," means a structure with two or more attached dwellings on a single lot. This definition shall be specific to this article.

(k) "Nonconforming zoning condition" means a physical improvement on a property that does not conform to current zoning standards.

(l) "Objective standards" means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.

(m) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(n) "Permitting agency" means any entity that is involved in the review of a permit for an accessory dwelling unit or junior accessory dwelling unit and for which there is no substitute, including, but not limited to, applicable planning departments, building departments, utilities, and special districts.

(o) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(p) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(q) "Qualified Buyer" means persons and families of low or moderate income, as that term is defined in Section 50093 of the Health and Safety Code.

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(r) "Qualified Nonprofit Corporation" means a nonprofit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code that has received a welfare exemption under Section 214.15 of the Revenue and Taxation Code for properties intended to be sold to low-income families who participate in a special no-interest loan program.

(s) "Standard ADU" refers to ADUs that are created pursuant to Government Code Section 66314.

(t) "State Exempt ADU" refers to ADUs or JADUs that are created pursuant to Government Code Section 66323.

(u) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

§ 33-1472~~2~~3. Permit required.

(a) **State Exempt ADUs.** Notwithstanding Government Code sections 66314 to 66322, inclusive, a building permit for a State Exempt ADU, in compliance with Government Code Section 66323, shall be required and ministerially approved. ~~Accessory dwelling units on properties with legally established multifamily residential dwellings are subject to the approval of an accessory dwelling unit permit.~~

(b) **All Other ADUs.** A building permit application for an ADU or a JADU shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Government Code Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, and in accordance with Government Code sections 66317, 66320, and 66335.

If the permit application to create or serve an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay approving or denying the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permit application to create the new single-family or multifamily dwelling is approved or denied, but the application to create or serve the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. ~~Accessory dwelling units and junior accessory dwelling units on properties with legally-established single-family residential dwellings are subject to the approval of a building permit, unless additional requirements apply as described under section 33-1475, Other regulations.~~

~~**§ 33-1473. Occupancy limitations.**~~

~~(a) Allowed use.~~

~~(1) One attached or detached accessory dwelling unit may be permitted in conjunction with an existing or proposed single-family residence on a lot zoned for single-family or multifamily residential use.~~

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~~(A) The accessory dwelling unit is either attached to, or located within, the proposed or existing main building or attached garages, storage areas, or similar use; or a detached accessory structure and located on the same lot as the proposed or existing single-family home.~~

~~(B) An accessory dwelling unit may be permitted on a lot where a junior accessory dwelling unit exists or is proposed.~~

(2) ~~One junior accessory dwelling unit may be permitted in conjunction with an existing or proposed single-family residential use.~~

~~(A) The junior accessory dwelling unit is located within the proposed or existing main building or attached garages, storage areas, or similar use.~~

~~(B) A junior accessory dwelling unit may be permitted on a lot where an accessory dwelling unit exists or is proposed.~~

(3) ~~Number of accessory dwelling units on legal lots with existing multifamily dwelling units.~~

~~(A) Shall be permitted to construct at least one accessory dwelling unit within portions of existing multifamily dwelling structures that are existing non-habitable space, and shall allow up to 25% of the units in each existing multifamily dwelling structure, in accordance with Government Code section 65852.2(e). Existing detached accessory structures cannot be attached to a multifamily dwelling structure for the purposes of creating an accessory dwelling unit; and~~

~~(B) Not more than two accessory dwelling units are permitted that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling.~~

~~(C) For purposes of this article, "multifamily dwelling structure" or "multifamily dwelling" is defined as a structure with two or more attached dwellings on a single lot.~~

(b) ~~Owner-occupied.~~

(1) ~~The owner-occupancy requirement shall not be applied to any accessory dwelling unit.~~

(2) ~~A junior accessory dwelling unit may be used as habitable space, only so long as either the remaining portion of the main dwelling unit, or the newly created junior accessory dwelling unit is occupied by the owner of record of the property, unless otherwise exempted by this section.~~

~~(A) Owner-occupancy for a junior accessory dwelling unit shall not be required if the owner is an agency, land trust, or housing organization.~~

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(3) ~~Deed restriction. The city shall require the recordation of a deed restriction if owner-occupancy is required pursuant to this section.~~

~~(A) Prior to issuance of a building permit, the property owner shall execute a deed restriction setting forth the owner-occupancy requirements, in a form and substance satisfactory to the director of community development and city attorney's office, which shall be recorded in the office of the county recorder. The covenant shall also include the following terms and limitations:~~

~~(i) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, and shall not be subdivided in any manner that would authorize such sale or ownership;~~

~~(ii) A statement that the deed restriction may be enforced against future purchasers and the restrictions shall be bindings upon any successor in ownership of the property;~~

~~(iii) The junior accessory dwelling unit shall be a legal unit, and may be used as habitable space, only so long as the owner of record of the property occupies the premises;~~

~~(iv) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section, and if applicable the occupancy limitations of the California Health and Safety Code section 17958.1.~~

(c) ~~All local building and fire code requirements apply, as appropriate, to accessory dwelling units and junior accessory dwelling units.~~

(1) ~~A certificate of occupancy shall not be issued for the accessory dwelling unit and/or junior accessory dwelling unit until the building official issues a certificate of occupancy for the main building.~~

(2) ~~Prior to approval on properties with a private sewage system, approval by the county of San Diego department of environmental health, or any successor agency, may be required.~~

(d) ~~The accessory dwelling unit and/or junior accessory dwelling unit is not intended for sale, except in conjunction with the sale of the primary residence and property.~~

(e) ~~The accessory dwelling unit and junior accessory dwelling unit may be rented separate from the primary residence, but only with a rental agreement and with terms greater than 30 days.~~

(f) ~~The accessory dwelling unit and/or junior accessory dwelling unit shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the premises.~~

(1) ~~The accessory dwelling unit and/or junior unit shall be deemed to be a legal unit and permit such accessory use of property, which use is specifically identified by the accessory use regulations for the underlying zone and per Government Code~~

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~~sections 65852.2 and 65852.22; and shall allow such other accessory uses which are necessarily and customarily associated with such principal residential use of the premises, except as otherwise provided by this subsection.~~

(2) ~~An accessory dwelling unit and/or junior accessory dwelling unit shall be deemed an independent dwelling unit for the sole purpose of establishing a home occupation permit within the accessory dwelling unit and junior accessory dwelling unit, subject to the terms and limitations of Article 44. The limitations for home occupations shall be shared with the principal use and/or main building.~~

~~(B) No more than the quantities of animals specifically listed in Table 33-95(a) of Article 6 or section 33-1116 of Article 57 is permitted on the premises. The limitations for animal keeping and household pets shall be shared with the principal use and/or main building.~~

~~(C) For all other accessory use of property, the accessory dwelling units and/or junior accessory dwelling unit shall be controlled in the same manner as the principal use within each zone, and shall not expand or be conveyed separately from the primary use. When provided by these regulations, it shall be the responsibility of the director of community development to determine if a proposed accessory use is necessarily and customarily associated with, and is appropriate, incidental, and subordinate to the principal use, accessory dwelling unit, and/or junior accessory dwelling unit, based on the director's evaluation of the resemblance of the proposed accessory use and the relationship between the proposed accessory use and the principal use.~~

§ 33-1474. Development standards – State Exempt ADUs.

State Exempt ADUs shall be subject to the standards listed below, in accordance with Government Code Section 66323.

(a) **Attached Units – Single-Family Residential Dwelling.** One Attached ADU and one JADU shall be permitted per lot with a proposed or existing single-family dwelling, subject to all the following requirements:

(1) The State Exempt ADU is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure. If the State Exempt ADU is within an accessory structure, an expansion of not more than 150 square feet beyond the footprint of the existing accessory structure is permitted. The expansion shall be limited to accommodating egress and ingress.

(2) The State Exempt ADU has exterior access separate from the proposed or existing single-family dwelling.

(3) The side and rear setbacks comply with adopted codes pertaining to fire and building safety.

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(4) When the State Exempt unit is a JADU, additional regulations apply as detailed in Section 33-1476, and in compliance with Government Code Section 66333 through 66339.

(b) **Detached Units – Single-Family Residential Dwelling.** One detached, new construction State Exempt ADU shall be permitted per lot with a proposed or existing single-family dwelling, and may be in addition to one attached State Exempt ADU as described in paragraph (a), subject to all the following requirements:

(1) Detached, new construction State Exempt units are subject to four-foot-minimum side and read yard setbacks.

(2) The total floor area is limited to not more than 800 square feet of interior livable space.

(3) The height of the State Exempt unit shall comply with Section 33-1475(g) Height.

(c) **Attached Units – Multifamily Residential Dwellings.**

(1) Multiple attached State Exempt ADUs may be permitted within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to, storage room, boiler rooms, passageways, attics, basement, or garages, as long as each unit complies with state building standards for dwellings.

(2) At least one attached State Exempt ADU shall be permitted within an existing multifamily dwelling structure, and not more than 25-percent of the total existing multifamily dwelling units. Any calculation that results in a fractional unit shall be rounded down to the next whole number.

(d) **Detached Units – Multifamily Residential Dwelling.**

(1) On a lot with an existing multifamily dwelling, no more than eight detached State Exempt ADUs, or up to equal the number of existing units, shall be permitted, whichever is less. These units shall be inclusive of those which may have been permitted under subsection (c)(2).

(2) On a lot with a proposed multifamily dwelling, not more than two detached State Exempt ADUs shall be permitted.

(3) Detached State Exempt ADUs are subject to four-foot-minimum side and rear yard setbacks. The addition of detached State Exempt ADUs shall not require any setback modification of an existing multifamily dwelling that has a rear or side setback of less than four feet.

(4) The height of detached State Exempt ADUs on a lot with existing or proposed multifamily dwellings shall comply with Section 33-1475(g) Height.

(e) **All State Exempt Units**.

(1) No additional objective development or design standards beyond those detailed in Subsection 33-1474(a) through (d), as applicable, shall be imposed upon any State Exempt ADUs.

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(2) The addition of State Exempt ADUs shall not require any correction of nonconforming zoning conditions.

(3) The addition of State Exempt ADUs shall not require fire sprinklers if sprinklers are not required of the primary dwelling nor shall the addition of State Exempt ADUs require fire sprinklers to be installed in an existing dwelling that does not currently have sprinklers.

(4) The rental of State Exempt ADUs shall be for a term longer than 30 days.

(5) For State Exempt ADUs connected to an onsite wastewater treatment system (septic), a certified percolation test completed within the last 5 years, or, if the percolation test has been recertified, within the last 10 years, shall be required at part of the ministerial application materials.

§ 33-1475~~4~~. Development standards – Standard ADUs.

Standard ADUs, beyond those permitted in accordance with Section 33-1474 above, shall be subject to the development standards listed below, and in accordance with Government Code Section 66314. Standard ADUs are permitted in addition to State Exempt ADUs.

(a) **Designated areas.** Standard ADUs are permitted in areas zoned to allow single-family or multifamily residential uses where:

(1) The lot includes a proposed or existing dwelling.

(2) Adequate public facilities and services are available.

(A) For Standard ADUs proposed to connect to an onsite wastewater treatment system (septic), a certified percolation test completed within the last 5 years, or, if the percolation test has been recertified, within the last 10 years, shall be required at part of the application materials.

(B) For Standard ADUs proposing private sewage disposal, authorization to move forward with the construction of the Standard ADU by the San Diego County Department of Environmental Health and Quality, or their designee, shall be required as part of the application materials.

(3) Impacts upon the residential neighborhoods directly affected would be minimized in relation to traffic flow and public safety.

(4) An Attached Standard ADU shall be either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses.

(5) A Detached Standard ADU shall be either a converted accessory structure or a newly constructed ADU structure detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, including detached garages.

(b) **Density.** In accordance with Government Code Section 66314(c) and 66319, Standard ADUs do not affect the allowable density for the lot upon which the ADU is located. Furthermore, Standard ADUs are recognized as a residential use consistent with the

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existing residential general plan and zoning designation for the lot upon which they are located.

(c) **Number of Units.**

(1) One Standard ADU shall be permitted in addition to permissible State Exempt ADUs and shall conform to the additional development standards established in this subsection.

(A) Additional Standard ADUs may be permitted and shall conform to the development standards of the underlying zone. An appropriate development application for the construction of additional Standard ADUs on any lot in all residential or mixed-use zones is required pursuant to Article 61 of this chapter.

(d) **Floor Area.**

(1) Minimum permissible floor area of any ADU shall be no less than 150 square feet and such proposed ADUs shall meet the requirements for an efficiency unit as defined by the California Health and Safety Code section 17958.1.

(2) Maximum total floor area of any Standard ADU shall not exceed 1200 square feet of interior livable space.

(3) Any accessory structure attached to a Standard ADU, such as a patio cover, shall not exceed 49 percent of the associated existing or proposed Standard ADU.

(e) **Setbacks.**

(1) **Front Yard Setbacks.**

(A) Any Attached or Detached Standard ADUs between 800 and 1,200 square feet of interior livable space shall conform to the front yard setbacks of the underlying zone.

(B) No front setback shall be required for any Attached or Detached Standard ADU less than 800 square feet of interior livable space.

(2) **Side and Rear Yard Setbacks.**

(A) Attached Standard ADUs – Converted Space. No new side or rear yard setback shall be required for an existing living area or existing accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to a Standard ADU or to a portion of a Standard ADU.

(B) Attached Standard ADUs – New Construction. New Attached Standard ADUs shall maintain minimum side and rear yard setbacks of 4 feet.

(C) Detached Standard ADUs shall maintain minimum side and rear yard setbacks of 4 feet.

(3) **Special Circumstances**

(A) Any portion of a Detached Standard ADU constructed above an existing or proposed accessory structure, such as a garage, that is in excess of 18 feet, shall

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provide an additional five feet of setback adjacent property line(s) abutting residential zones.

(B) The structures listed below may project into the minimum front or rear setback not more than four feet and into the minimum side setback not more than two feet, provided that such projections shall not be closer than three feet to any lot line:

(i) Cornices, eaves, belt courses, sills, buttresses or other similar architectural features;

(ii) Fireplace structures and bays, provided that they are not wider than eight feet measured in the general direction of the wall of which it is a part;

(iii) Stairways, balconies, door stoops and fire escapes;

(iv) Awnings;

(v) Planting boxes or masonry planters not exceeding 42 inches in height;

(vi) Porte-cochere over a driveway in a side setback area, provided such structure is not more than one story in height and 22 feet in length, and is entirely open on at least three sides, except for the necessary supporting columns and customary architectural features.

(f) **Lot Coverage.**

(1) Any Attached or Detached Standard ADU with less than 800 square feet of interior livable space shall not count towards the lot coverage requirements of the underlying zone.

(2) Any Attached or Detached Standard ADU between 800 and 1,200 square feet of interior livable space shall comply with lot coverage requirements of the underlying zone.

(3) Any detached accessory structure associated with a Standard ADU shall be subject to the provisions of Sections 33-102 and 33-103 for the primary dwelling.

(4) An attached accessory structure, such as a patio cover, associated with a Standard ADU, shall not exceed 49 percent of the Standard ADU and shall be subject to the provisions of Sections 33-102 and 33-103 for the primary dwelling.

(g) **Height.**

(1) The following height standards apply to State Exempt or Standard ADUs:

(A) An Attached ADU or JADU that is within the proposed or existing space of an existing single-family dwelling or accessory structure shall be limited to the height of the structure it is within.

(B) An Attached ADU that is attached to the primary dwelling, shall be limited to the height of the existing or proposed primary dwelling or 24 feet, whichever is greater.

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(C) A Detached ADU on a lot with an existing or proposed single-story single-family dwelling or single-story multifamily dwelling, shall be limited to the height of the existing or proposed single-story primary dwelling or 24 feet, whichever is greater.

(D) A Detached ADU on a lot with an existing or proposed multistory single-family dwelling or multistory multifamily dwelling, shall be permitted a height up to that of the primary structure or the height allowed by the underlying zone, whichever is greater, as measured from finished floor to top of roof.

(E) A Detached ADU constructed above an existing or proposed detached accessory structure, such as a detached garage, shall be permitted to a height up to that of the primary structure or the height allowed by the underlying zone, whichever is greater, as measured from finished floor to top of roof.

(2) Any portion of an Attached or Detached ADU above 18 feet shall be subject to the provisions of Section 33-1475(e)(3)(A) Special Circumstances.

(3) An additional two feet in height shall be permitted to accommodate a roof pitch on any ADU that is aligned with the roof pitch of the primary dwelling unit.

(h) **Interior Space.**

(1) **Access.** All Standard ADUs shall be provided with a separate, exterior entry, and no direct, interior access into the main building.

(2) **Bedrooms.** There is no limit on the number of bedrooms, provided that the Standard ADU complies with local building and fire code requirements.

(3) **Common Living Area.** The total area of all bedrooms shall not exceed 50 percent of the total interior livable space of the Standard ADU. The total combined Standard ADU common living area shall be equal to or greater than the total combined area of all bedrooms. The calculation of common living area and bedroom area shall not include closets, bathrooms or hallways, and shall be measured from the centerline of interior walls, and the exterior of exterior walls.

(4) **Bathrooms.** All Standard ADUs shall include separate bath/sanitation facilities

(5) **Kitchen.** Standard ADU shall include, and be limited to, one kitchen as defined by the Zoning Code. “Wet bars” shall not be permitted.

(i) **Architectural Details.**

(1) **Passageways.** No passageway, as defined in Section 33-1472, shall be required in conjunction with the construction of a Standard ADU.

(2) **Exterior Architecture.** Exterior building materials, texture, and colors for Standard ADUs shall match those of the primary structure.

(3) **Windows.** Window materials, design, framing, and detailing for Standard ADUs shall substantially match those of the primary structure.

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(A) The number of windows shall meet the minimum requirement to satisfy applicable building code and health and safety standards.

(4) **Roof.** Roof materials, texture, and color, as well as roof pitch, for Standard ADUs shall substantially match those of the primary structure.

(5) **Historic Properties.** If the Standard ADU is an addition to a site that is listed in the California Register of Historical Resources, the City's Local Register of Historic Places, or located within a historical district, the requirements and development standards set forth in Section 33-1475 apply.

(j) **Landscaping.**

(1) **Yard areas.** A minimum of 50 percent of all remaining yard areas shall be landscaped with trees, shrubs and other plant materials, provided that such landscape features do not hinder safety access.

(2) **Planting Materials.** Plantings shall consist of annuals, perennials, groundcovers, shrubs, and trees compatible with adjacent native vegetation, capable of surviving without permanent irrigation.

(3) **Maintenance.** The property owner shall be responsible for the maintenance of landscape materials through regular routine maintenance to ensure that plant material is maintained in a flourishing manner. Dead or diseased plants must be replaced within 90 days from when the director makes a determination that the plant must be replaced. Failure to do so constitutes a violation of this article. The property owner shall receive a written notice of noncompliance.

(4) **Irrigation.** Irrigation systems shall be consistently maintained and adjusted to eliminate water waste and ensure the healthy survival of the plant material.

(k) **Parking.**

(1) **Required Parking.** Designated parking spaces shall not be required for a Standard ADU in any of the following instances:

(A) Where the Standard ADU is located within one-half mile walking distance of public transit.

(B) Where the Standard ADU is located within an architecturally and historically significant historic district.

(C) Where the Standard ADU is part of the proposed or existing primary residence or an accessory structure.

(D) When on-street parking permits are required but not offered to the occupant of the Standard ADU.

(E) When there is a car share vehicle located within one block of the Standard ADU.

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(F) When a request for a Standard ADU is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the Standard ADU or the parcel satisfies the criteria listed in this subdivision.

(2) **Voluntary Parking.** In instances where an applicant chooses to provide parking for a Standard ADU, the following requirements shall apply:

(A) Parking need not exceed one parking space per Standard ADU.

(B) Parking spaces may be provided as tandem parking on a driveway.

(C) Parking shall be permitted in setback areas or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(3) **Demolition of Existing Parking**.

(A) When a garage, carport, or covered parking space is demolished or uncovered parking is replaced in conjunction with the construction of or conversion to a Standard ADU, replacement parking is not required.

(B) Demolition permits required for a detached garage that is to be replaced with a Standard ADU shall be reviewed concurrently with the application for the Standard ADU and issued at the same time.

(C) Written notice is not required for the proposed demolition of a detached garage that is to be replaced with a Standard ADU, unless the property is located within an architecturally and historically significant historic district, in which case notification is required pursuant to Section 33-1477.

(l) **Addresses.** Standard ADUs shall be issued individual addresses upon the issuance of a certificate of occupancy. Addresses of all residential units shall be displayed in such a manner that they are clearly seen from the street, in accordance with California Residential Code 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 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.~~

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(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 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 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.~~

(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 75% 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~~**	
	~~1 bedroom or less~~	***~~More than 1 bedroom~~***
~~Less than 20,000 sq. ft.~~	~~850 sq. ft.~~	~~1,000 sq. ft.~~
~~20,000 sq. ft. or more~~	~~1,000 sq. ft.~~	~~1,000 sq. ft.~~

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(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 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 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 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.~~

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(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.~~

(c) ~~Parking requirements.~~

(1) ~~Notwithstanding any other law, the city will not impose parking standards for an accessory dwelling unit or junior accessory dwelling unit.~~

(2) ~~When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, replacement parking is not required.~~

(d) ~~Design of the unit.~~

(1) ~~Access doors and entry for the accessory dwelling unit shall not be oriented to the nearest adjacent property line or create a second "front door" that is comparable to the main entrance.~~

(2) ~~The accessory dwelling unit's color and materials must match those of the primary residence. The director shall review accessory dwelling unit applications to ensure the addition is integrated with the primary structure with respect to roof design, height, compatible materials, color, texture, and design details. If the accessory dwelling unit is an addition to a site with known historic resources or has been determined to have historic value by the director, all improvements shall retain the historical and/or architectural value and significance of the landmark, historical building, or historical district as specified by section 33-1475. The improvements shall be compatible with and retain the texture and material of the primary building(s) and/or structure(s) or its appurtenant fixtures, including signs, fences, parking, site plan, landscaping and the relationship of such features to similar features of other buildings within an historical district.~~

(e) ~~Addresses. The addresses of both units shall be displayed in such a manner that they are clearly seen from the street.~~

(f) ~~Fire sprinklers. Accessory dwelling units and junior accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.~~

~~§ 33-1475. Other regulations.~~

(g) ~~Historic buildings.~~

(1) ~~An accessory dwelling unit and/or junior accessory dwelling unit proposed for any lot that includes a building listed in the National Register of Historic Places, California Register of Historic Places, or the local historic inventory shall conform to the requirements for the historic structure.~~

(2) ~~An accessory dwelling unit and/or junior accessory dwelling unit proposed for a property under a Mills Act Contract must comply with all Mills Act guidelines,~~

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~~including design conformance with the United States Secretary of the Interior Standards.~~

(3) ~~An accessory dwelling unit and/or junior accessory dwelling unit proposed for any lot that includes a building listed in the National Register of Historic Places, California Register of Historic Places, or the local historic inventory are encouraged to comply with any historic preservation plans as may be approved by the city council. Notwithstanding the foregoing, if the city council acts to establish mandatory design standards for historically classified structures, the accessory dwelling unit and/or junior accessory dwelling unit shall conform to the mandatory standards.~~

(h) ~~Guest house. An attached guest house may be converted to an accessory dwelling unit provided all provisions of this article and the building code and zoning code are met. A guest house and an accessory dwelling unit and/or a junior accessory dwelling unit may occur on the same lot provided the guest house does not contain kitchen facilities and is not rented. No more than one accessory dwelling unit or no more than one guest house is permitted on a lot. Nothing in this section shall be construed to prohibit the construction of an accessory dwelling unit and/or junior accessory dwelling unit in compliance with this article.~~

(i) ~~The city may not require a new or separate utility connection for any accessory dwelling units that meets the criteria in Government Code section 65852.2(e)(1)(A). Accessory dwelling units and junior accessory dwelling units that do not meet the criteria in Government Code section 65852.2(e)(1)(A) may be required to obtain a new or separate utility connection.~~

§ 33-1476. Development Standards – Junior Accessory Dwelling Units.

Junior ADUs shall be subject to the development standards listed below, and in accordance with Government Code Section 66333 through 66339.

(a) **Designated areas.**

(1) One JADU is permitted per lot in areas zoned to allow single-family residence and where:

(A) The lot includes a proposed or existing single-family dwelling.

(B) The JADU is constructed within the walls of the proposed or existing single-family residence.

(b) Floor Area.

(1) Minimum permissible floor area of any JADU shall be no less than 150 square feet of interior livable space and shall meet the requirements for an efficiency unit as defined by the California Health and Safety Code section 17958.1.

(2) Maximum total floor area of any JADU shall not exceed 500 square feet of interior livable space.

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(c) Interior Space.

(1) **Access.** All JADUs shall be provided with a separate, exterior entry and:

(A) May also have direct, interior access to the main building.

(B) If a JADU does not include a separate bathroom, the JADU shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.

(2) **Bedrooms.** There is no limit on the number of bedrooms, provided that the JADU complies with floor area restrictions and local building and fire code requirements.

(3) **Bathrooms.** A JADU may include separate sanitation facilities, or may share sanitation facilities with the primary residence.

(4) **Kitchen.** The JADU shall include, and be limited to, one efficiency kitchen, which shall include all the following:

(A) A cooking facility with appliances such as a range, microwave, or other appliances that meet code requirements and fit the space in relation to the size of the JADU.

(B) A food preparation counter with adequate space in relation to the size of the JADU and no less than four square feet.

(C) Storage cabinets that are of reasonable size in relation to the size of the JADU and no less than 36 cubic feet.

(d) Architectural Details.

(1) **Exterior Architecture.** Exterior building materials, texture, and colors for JADUs shall substantially match those of the primary structure.

(2) **Windows.** Window materials, design, framing, and detailing for JADUs shall substantially match those of the primary structure.

(A) The number of windows shall meet the minimum requirement to satisfy applicable building code and health and safety standards.

(3) **Roof.** Roof materials, texture, and color, as well as roof pitch, for JADUs shall match those of the primary structure.

(e) **Height.** The height of any JADU shall comply with Section 33-1475(g)(1)(A).

(f) **Parking.** Designated parking spaces shall not be required for a JADU.

§ 33-1477. ADUs and JADUs on Historic Lots.

To prevent adverse impacts on any real property listed in the California Register of Historical Resources, the City's Local Register of Historic Places, or located within a historic district, the following requirements and objective standards apply to ADUs and JADUs on historic lots, in addition to the applicable standard set forth in section 33-1475 through 33-1476 (Government Code Section 66314[b]).

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(a) An ADU and/or JADU proposed for any lot that includes a building listed in the National Register of Historic Places, California Register of Historic Places, the City's Local Register of Historic Places, the local historic inventory, or located within a historic district, shall conform to the requirements for the historic structure or district.

(b) An ADU and/or JADU proposed for a property under a Historic Property Preservation Agreement must comply with all historic preservation guidelines as adopted by the City Council, including design conformance with the United States Secretary of the Interior Standards.

(c) All site improvements shall be compatible with and retain the texture and material of the primary building(s) and/or structure(s) or its appurtenant fixtures, including signs, fences, parking, site plan, landscaping and the relationship of such features to similar features of other buildings within an historical district.

(d) Notwithstanding subsection (a), if the City Council acts to establish mandatory design standards for historically classified structures, the ADU and/or JADU shall conform to the mandatory standards.

(e) **Demolition of a Detached Garage.** Within an architecturally and historically significant historic district, an applicant shall provide written notice or post a placard for the demolition of a detached garage that is to be replaced with an ADU.

§ 33-1478. Allowable Use of ADUs and JADUs.

(a) The ADU and/or JADU shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the premises, and shall allow such other accessory uses which are necessarily and customarily associated with such principal residential use of the premises, except as otherwise provided by this subsection.

(b) An ADU and/or JADU shall be deemed an independent dwelling unit for the sole purpose of establishing a home occupation permit within the ADU and/or JADU, subject to the terms and limitations of Article 44. The limitations for home occupations shall be shared with the principal use and/or main building.

(c) No more than the quantities of animals specifically listed in Table 33-95(a) of Article 6 or section 33-1116 of Article 57 is permitted on the premises. The limitations for animal keeping and household pets shall be shared with the principal use and/or main building.

(d) When provided by these regulations, it shall be the responsibility of the Director of Development Services to determine if a proposed accessory use is necessarily and customarily associated with, and is appropriate, incidental, and subordinate to the principal use, ADU, and/or JADU, based on the Director's evaluation of the resemblance of the proposed accessory use and the relationship between the proposed accessory use and the principal use.

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§ 33-1479. Occupancy and Conveyance.

(a) **Renter-occupancy.** ADUs and JADUs may be rented separate from the primary residence, but only with a rental agreement and with terms greater than 30 days.

(b) **Owner-occupancy.**

(1) The owner-occupancy requirement shall apply to a JADU, only so long as the JADU has shared sanitation facilities with the existing structure.

(A) Either the primary dwelling unit or the JADU may be occupied by the owner of record of the property, unless otherwise exempted by this section.

(2) The owner-occupancy requirement shall not be applied to any State Exempt or Standard ADU.

(3) Owner-occupancy shall not be required if the owner is a governmental agency, land trust, or housing organization.

(4) **Deed restriction.** The City shall require the recordation of a deed restriction to ensure owner-occupancy requirements on JADUs, as applicable.

(A) Prior to issuance of a building permit, the JADU owner shall execute a deed restriction setting forth the owner-occupancy requirements, in a form and substance satisfactory to the Director of Development Services and City Attorney's office, which shall be recorded in the office of the county recorder. The covenant shall also include the following terms and limitations:

(i) A prohibition on the sale of the JADU separate from the sale of the primary residence, and shall not be subdivided in any manner that would authorize such sale or ownership;

(ii) A statement that the deed restriction may be enforced against future purchasers and the restrictions shall be bindings upon any successor in ownership of the property;

(iii) The JADU shall be a legal unit, and may be used as habitable space, only so long as either the primary dwelling unit or the JADU is occupied by the owner of record of the property, unless otherwise exempted;

(iv) A restriction on the size and attributes of the JADU that conforms with this section, and if applicable, the occupancy limitations of the California Health and Safety Code section 17958.1.

(c) **Conveyance – Junior ADUs.** Junior ADUs shall not be sold or otherwise conveyed separate from the primary residence.

(d) **Conveyance – State Exempt and Standard ADUs.** ADUs shall not be sold or otherwise conveyed separate from the primary residence, with the following exceptions:

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(1) **Conveyance as a Qualified Unit.** ADUs may be sold or otherwise conveyed separately from the primary residence to a qualified buyer, as defined in Section 33-1472, if all of the following apply:

(A) The ADU or the primary dwelling was built or developed by a qualified nonprofit corporation.

(B) There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit corporation that satisfies all of the requirements specified in paragraph (10) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code.

(C) The property is held pursuant to a recorded tenancy in common agreement that includes all of the following:

(i) The agreement allocates to each qualified buyer an undivided, unequal interest in the property based on the size of the dwelling that each qualified buyer occupies.

(ii) A repurchase option that requires the qualified buyer to first offer the qualified nonprofit corporation to buy the ADU or primary dwelling if the buyer desires to sell or convey the property.

(iii) A requirement that the qualified buyer occupy the ADU or primary dwelling as the buyer's principal residence.

(iv) Affordability restrictions on the sale and conveyance of the ADU or primary dwelling that ensure the ADU and primary dwelling will be preserved for low-income housing for 45 years for owner-occupied housing units and will be sold or resold to a qualified buyer.

(v) If the tenancy in common agreement is recorded after December 31, 2021, it shall also include all of the following:

a. Delineation of all areas of the property that are for the exclusive use of a cotenant. Each cotenant shall agree not to claim a right of occupancy to an area delineated for the exclusive use of another cotenant, provided that the latter cotenant's obligations to each of the other cotenants have been satisfied.

b. Delineation of each cotenant's responsibility for the costs of taxes, insurance, utilities, general maintenance and repair, improvements, and any other costs, obligations, or liabilities associated with the property. This delineation shall only be binding on the parties to the agreement, and shall not supersede or obviate the liability, whether joint and several or otherwise, of the parties for any cost, obligation, or liability associated with the property where such liability is otherwise established by law or by agreement with a third party.

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c. Procedures for dispute resolution among the parties before resorting to legal action.

(D) A grant deed naming the grantor, grantee, and describing the property interests being transferred shall be recorded in the county in which the property is located. A Preliminary Change of Ownership Report shall be filed concurrently with this grant deed pursuant to Section 480.3 of the Revenue and Taxation Code.

(E) If requested by a utility providing service to the primary residence, the ADU has a separate water, sewer, or electrical connection to that utility.

(F) Nothing in this section limits the ability of an ADU to be sold or otherwise conveyed separate from the primary residence as a condominium pursuant Section 33-1479(e)(2) below.

(2) **Conveyance as a Condominium Unit.** The separate conveyance of the primary dwelling unit and ADU or ADUs as condominiums, may be permitted if all of the following requirements are met:

(A) The condominiums shall be created pursuant to the Davis-Stirling Common Interest Development Act (Part 5 (commencing with Section 4000) of Division 4 of the Civil Code).

(B) The condominiums shall be created in conformance with all applicable objective requirements of the Subdivision Map Act (Division 2 (commencing with Section 66410)) and all objective requirements of the subdivision ordinance.

(C) Before recordation of the condominium plan, a safety inspection of the ADU shall be conducted as evidenced either through a certificate of occupancy or a housing quality standards report from a building inspector certified by the United States Department of Housing and Urban Development.

(D) Neither a subdivision map nor a condominium plan shall be recorded with the San Diego County Recorder without each lienholder's consent. The following shall apply to the consent of a lienholder:

(i) A lienholder may refuse to give consent.

(ii) A lienholder may consent provided that any terms and conditions required by the lienholder are satisfied.

(E) Prior to recordation of the initial or any subsequent modifications to the condominium plan, written evidence of the lienholder's consent shall be provided to the San Diego County Recorder along with a signed statement from each lienholder that states as follows:

(i) "(Name of lienholder) hereby consents to the recording of this condominium plan in their sole and absolute discretion and the borrower has or will satisfy any additional terms and conditions the lienholder may have."

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(F) The lienholder's consent shall be included on the condominium plan or a separate form attached to the condominium plan that includes the following information:

(i) The lienholder's signature.

(ii) The name of the record owner or ground lessee.

(iii) The legal description of the real property.

(iv) The identities of all parties with an interest in the real property as reflected in the real property records.

(v) The lienholder's consent shall be recorded in the office of the San Diego County Recorder.

(G) When an ADU is established as a condominium, the homeowner shall be required to notify providers of utilities, including water, sewer, gas, and electricity, of the condominium creation and separate conveyance.

(H) **Homeowners Associations.**

(i) The owner of a property or a separate interest within an existing planned development that has an existing association, as defined in Section 4080 of the Civil Code, shall not record a condominium plan to create a common interest development under Section 4100 of the Civil Code without the express written authorization by the existing association.

(ii) For purposes of this subdivision, written authorization by the existing association means approval by the board at a duly noticed board meeting, as defined in Section 4090 of the Civil Code, and if needed pursuant to the existing association's governing documents, membership approval of the existing association.

(I) An ADU shall be sold or otherwise conveyed separate from the primary residence only under the conditions pursuant to this article.

§ 33-148~~076~~. ~~Existing nonpermitted accessory units~~Code Standards.

(a) Unless otherwise specified herein, ADUs and JADUs shall comply with all building code requirements that apply to detached dwellings as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the Building Official makes a written finding based on substantial evidence in the record that the construction of the ADU or JADU could have a specific, adverse impact on public health and safety, and with the following exceptions:

(1) The construction of an ADU or JADU shall not constitute a Group R occupancy change.

(2) Nothing in this section shall be interpreted to prevent the City from changing the occupancy code of a space that was unhabitable space or was only permitted for nonresidential use and was subsequently converted for residential use pursuant to this article.

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(b) ADUs or JADUs that exist as of January 1, 2025, and that had previously been legally established, may continue to operate as legal nonconforming units.

(c) A JADU shall not be considered a new or separate dwelling unit for purposes of any fire or life protection ordinance. Fire and life protection requirements that apply to the primary residence shall apply to the JADU.

(d) ADUs shall not be required to provide fire sprinklers if they are not required for the primary residence. Further, the construction of an ADU shall not require fire sprinklers to be installed in the existing primary dwelling.

(e) A certificate of occupancy shall not be issued for the ADU and/or JADU until the building official issues a certificate of occupancy for the primary dwelling.

(f) **Existing Code Violations and Unpermitted ADUs/JADUs.**

(1) An application for a permit to create an ADU or a JADU shall not be denied due to nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the ADU or JADU.

(2) **Delayed Enforcement Action.** In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code for an ADU described below, the City, upon request of an owner of a nonconforming ADU for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code:

(A) The ADU was built before January 1, 2020.

(B) The ADU was built on or after January 1, 2020, at the time the City had a noncompliant ADU ordinance, but the ordinance is compliant at the time the request is made.

(3) **Unpermitted ADU/JADUs – Constructed Prior to January 1, 2020 (Gov. Code § 66332).** A permit shall not be denied for an unpermitted ADU or unpermitted JADU that was constructed before January 1, 2020, unless a finding is made that correcting the violation is necessary to comply with the standards specified in Section 17920.3 of the Health and Safety Code, due to either of the following:

(A) The ADU or JADU does not comply with this article.

(B) The ADU or JADU is in violation of building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code. Substandard building conditions are specified in Section 17920.3 of the Health and Safety Code.

(i) NOTE: Though not a requirement, it is in the best interest of the homeowners to obtain a confidential third-party code inspection from a licensed contractor to determine the existing condition or potential scope of building

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improvements for an unpermitted ADU or unpermitted JADU before submitting an application for a permit.

(4) Subject to subdivision (3), upon receiving an application to permit a previously unpermitted ADU or unpermitted JADU constructed before January 1, 2020, a City inspector may inspect the unit for compliance with health and safety standards and provide recommendations to comply with health and safety standards necessary to obtain a permit.

(A) If the inspector finds noncompliance with health and safety standards, the applicant shall not be penalized for having the unpermitted ADU or unpermitted JADU and necessary permits shall be approved to correct noncompliance with health and safety standards.

(g) **Unpermitted ADU/JADUs – Constructed on or After January 1, 2020 and Before the Date of Passage of this Ordinance.** This article shall apply to all ADUs or JADUs which exist between January 1, 2020 and the date of passage of the ordinance. Units which do not have a permit, or cannot receive a permit, upon passage of the ordinance codified herein shall be considered in violation and shall be subject to code enforcement action.

(1) Any ADU and/or JADU that exists as of the effective date of this section, and has not previously been legally established, is considered an unlawful use, unless it is determined that it meets the provisions of this section and a permit is approved and issued.

(2) Administration and enforcement of any nonconforming building standard shall be conducted in accordance with California Health and Safety Code section 17980.12.

(h) **Conversion of legally established structures.** The conversion of legally established structures shall require that the unit meet the provisions of this code. Any legally established waivers or nonconformities that existed when this section first went into effect may continue, provided that in no manner shall such waiver or nonconformity be expanded, notwithstanding Section 33-1474.

~~This article shall apply to all accessory dwelling units or junior accessory dwelling units which exist on the date of passage of the ordinance. All units which do not have a permit, or cannot receive a permit, upon passage of the ordinance codified herein shall be considered in violation and shall be subject to code enforcement action.~~

(a) ~~Existing nonconforming units. Accessory dwelling units or junior accessory dwelling units that exist as of the effective date of this section that have previously been legally established may continue to operate as legal nonconforming units. Any unit that exists as of the effective date of this section, and has not previously been legally established, is considered an unlawful use, unless the director of community development determines that the unit meets the provisions of this section and a permit is approved and issued.~~

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(1) ~~Conversion of legally established structures. The conversion of legally established structures shall require that the unit meet the provisions of this code. Any legally established waivers or nonconformities that existed when this section first went into effect may continue, provided that in no manner shall such waiver or nonconformity be expanded.~~

(2) ~~Administration and enforcement of any nonconforming building standard shall be conducted in accordance with California Health and Safety Code section 17980.12.~~

§ 33-147~~7~~81. Application ~~and p~~Procedures.

In accordance with Government Code sections 66317, 66320, and 66335, a permit application for an ADU or a JADU shall be considered and approved ministerially without discretionary review or a hearing. The following apply to all ADU and JADU permit applications:

(a) Building permit application materials for ADUs or JADUs shall be reviewed and determined to be complete or incomplete no later than 15 business days after receiving the application packet. If the application packet is determined to be incomplete, the applicant shall be provided with a list of incomplete items and a description of how the application can be made complete in the written notice and authorize the applicant to cure and address the application, as specified.

(b) The building permit application for an ADU or a JADU where there is an existing single-family or multifamily dwelling on the lot shall be approved or denied within 60 days from the date the applicant packet is determined to be complete.

(c) If the building permit application for an ADU or a JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay approving or denying the permit application for the ADU or the JADU until the City approves or denies the permit application to create the new single-family or multifamily dwelling, but the application to create or serve the ADU or JADU shall be considered without discretionary review or hearing.

(d) If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay.

(e) If the City has not approved or denied the completed application within 60 days, the application shall be deemed approved.

(f) The City shall not issue a certificate of occupancy for an ADU or JADU before issuing a certificate of occupancy for the primary dwelling.

~~The director shall approve or disapprove an application for an accessory dwelling unit, ministerially, within 60 days after receiving a complete application. If the applicant requests a delay, the 60 day time period shall be tolled for the period of the delay. Only accessory dwelling units associated with existing multifamily dwelling units shall be required to obtain an accessory dwelling unit permit.~~

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§ 33-148~~78~~. ~~Findings for approval and denial~~Decision to Deny.

The decision to deny an application for an ADU or JADU shall be in writing and shall include a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant. ~~state the reasons therefor. A permit for an accessory dwelling unit shall be issued upon a finding that all of the following have been established:~~

(a) ~~Adequate public facilities and services are available;~~

(b) ~~All requirements of this article and the zoning code are met;~~

(c) ~~The project will not create a second front entrance;~~

(d) ~~The unit is integrated with the primary structure with respect to roof design, height, compatible materials, color, texture, and design details; and~~

(e) ~~The accessory dwelling unit does not create any adverse impact on any real property that is listed in the local, state, or federal Register of Historic Places.~~

~~**§ 33-1479. Appeal.**~~

(a) ~~Upon denial of an application, the applicant may appeal the decision to the planning commission.~~

(b) ~~Upon receipt of a written request for a hearing anytime prior to the effective date of a decision on the permit, the director shall notice a public hearing before the planning commission in accordance with the provisions of section 33-1300 of this chapter.~~

(c) ~~The appeal hearing shall be conducted in accordance with the provisions of sections 33-1303 and 33-1304 of the Escondido Zoning Code, and shall be acted upon in accordance with the determination and findings specified in section 33-1478 of this article.~~

§ 33-1483~~0~~. Fees.

A fee may be charged to reimburse costs incurred to implement this section, including the costs of adopting or amending any ordinance that provides for the creation of an ADU or JADU, pursuant to California Government Code sections 66000, 66012, and 66335(c).

(a) **Application Fees.** Upon the filing of a permit for an ADU or JADU, a fee in an amount established by resolution of the City council shall be paid by the applicant to the City.

(b) **Impact Fees.**

(1) An ADU shall not be considered a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

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(2) A JADU shall not be considered a new or separate dwelling unit for purposes of calculating connection fees or capacity charges for utilities, including water, sewer, or power service.

(3) For purposes of this subdivision, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of California Government Code Section 66000, except that it also includes fees specified in California Government Code Section 66477.

(4) "Impact fee" does not include any connection fee or capacity charge.

(5) No impact fee shall be imposed upon the development of an ADU less than 750 square feet of interior livable space.

(6) Any impact fees charged for an ADU of 750 square feet of interior livable space or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(7) State Exempt ADUs.

(A) The applicant shall not be required to install a new or separate utility connection directly between a State Exempt Unit and the utility provider.

(B) In the event that an applicant chooses to install a new or separate utility connection directly between the State Exempt Unit and the utility, no related connection fee or capacity charge shall be charged unless the State Exempt Unit was constructed with a new single-family dwelling, or upon separate conveyance of the ADU pursuant to Section 33-1479.

(8) Standard ADUs.

(A) The applicant may be required to install a new or separate utility connection directly between a Standard ADU and the utility provider.

(B) Consistent with California Government Code Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed ADU, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system.

(C) This fee or charge shall not exceed the reasonable cost of providing this service.

(9) A homeowner applying for a building permit for a previously unpermitted ADU or JADU constructed before January 1, 2020, shall not be required to pay impact fees or connection or capacity charges except when utility infrastructure is required to comply with Section 17920.3 of the Health and Safety Code and when the fee is otherwise authorized by this section.

(a) ~~Upon the filing of a permit for an accessory dwelling unit, a fee in an amount to be established by resolution of the city council shall be paid by the applicant to the city.~~

LEGEND:

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(b) ~~Any party who appeals a determination made by the director of community development shall submit an appeal processing fee as determined by the city council.~~

(c) ~~The city may require a new or separate utility connection directly between the accessory dwelling unit and the utility. The connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system.~~

§ 33-1484~~1~~. through § 33-1489. (Reserved)

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Planning Commission
Hearing Date: April 28, 2026
Effective Date: April 28, 2026

PLANNING COMMISSION RESOLUTION NO. 2026-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ESCONDIDO, CALIFORNIA, RECOMMENDING APPROVAL TO AMEND VARIOUS ARTICLES OF THE ESCONDIDO ZONING CODE

APPLICANT: City of Escondido

CASE NO: PL25-0083

WHEREAS, the City of Escondido Planning Services has conducted a review of the Escondido Zoning Code to determine if any revisions are necessary to reflect State mandated changes; and

WHEREAS, Planning Services staff identified the need to amend Chapter 33 of the Municipal Code, including Article 1 (General Provisions and Definitions) and Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) for purposes of compliance with various State ADU laws; and

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

WHEREAS, the proposed amendments are not subject to CEQA pursuant to Public Resources Code section 21080(b)(1) and the action is statutorily exempt from CEQA under CEQA Guidelines sections 15268 and/or 15378(b)(5); and

WHEREAS, City staff provided public notice in accordance with City and State public noticing requirements, including Government Code section 65854; and

WHEREAS, on April 28, 2026, the Planning Commission held a duly noticed public hearing as prescribed by law, at which time the Planning Commission received and considered the reports and recommendation of Planning Services and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project.

Evidence was submitted to and considered by the Planning Commission, including, without limitation:

a. Written information including written and graphical information, and other material,

b. Oral testimony from City staff, interested parties, and the public;

c. The staff report, dated April 28, 2026, with its attachments as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein; and

d. Additional information submitted during the public hearing; and

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Escondido that:

1. The above recitations are true and correct.

2. The proposed Zone Text Amendments are statutorily exempt from further review pursuant to various sections of the CEQA and the State CEQA Guidelines, as further described in the staff report. The proposed Zone Text Amendments would not, in and of themselves, result in development or any other material change to the environment. Projects seeking to implement the amended provisions would be subject to separate review under CEQA.

3. After consideration of all evidence presented, and studies and investigations made by the Planning Commission and on its behalf, the Planning Commission makes the substantive findings and determinations attached hereto as Exhibit "A," relating to the information that has been considered. In accordance with the Findings of Fact and the foregoing, the Planning Commission reached a recommendation on the matter as hereinafter set forth.

4. The Planning Commission hereby recommends that the City Council approve the Zone Text Amendments identified herein, and reflected in Exhibit “B” attached hereto.

PASSED, ADOPTED, AND APPROVED by a majority vote of the Planning Commission of the City of Escondido, California, at a regular meeting held on the 28th day of April, 2026, by the following vote, to wit:

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSTAINED:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:

_____

STAN WEILER, Chair
Escondido Planning Commission

ATTEST:

_____

VERONICA MORONES, Secretary of the
Escondido Planning Commission

I hereby certify that the foregoing Resolution was passed at the time and by the vote above stated.

_____

ANGEL ESTRADA, Minutes Clerk
Escondido Planning Commission

Decision may be appealed to City Council pursuant to Zoning Code Section 33-1303

EXHIBIT "A"

PLANNING CASE NOS. PL25-0083

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Environmental Determinations:

1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.) ("CEQA"), and its implementing regulations (14 C.C.R. § 15000 et seq.) ("CEQA Guidelines"), the City of Escondido ("City") is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.
2. The Project qualifies for the following exemptions which have been determined to not have a significant effect on the environment, and are declared statutorily exempt from the requirement for the preparation of environmental documents. The proposed Project is not subject to CEQA pursuant to Public Resources Code section 21080(b)(1); and the action is statutorily exempt from CEQA under CEQA Guidelines section 15268. The proposed amendments to Article 1 (General Provisions and Definitions) are exempt pursuant to CEQA Guidelines section 15378(b)(5) as changes to Article 1 would not have a direct or indirect physical effect on the environment. No further environmental review is required.
3. The Planning Commission has independently considered the full administrative record before it, which includes but is not limited to, the April 28, 2026 staff report; testimony by staff and the public; and other materials and evidence submitted or provided to it. The administrative record demonstrates that each of the above requirements have been satisfied. No substantial evidence has been submitted that would support a finding that any of the above-described exemption requirements has not been satisfied. The Project will not have a significant effect on the environment, and all of the requirements of CEQA have been met.

Zoning Code Amendment Determinations (Escondido Zoning Code Section 33-1263)

1. *That the public health, safety and welfare will not be adversely affected by the proposed change*

The proposed Zoning Code amendments make the Code consistent with changing state regulations, specifically Government Code sections 66310 through 66342. 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. The public health, safety and welfare will not be adversely impacted by the proposed changes, and;

2. *That the property involved is suitable for the uses permitted by the proposed Zoning Code amendments*

There is not a project-specific site proposed for the Project. The proposed Zoning Code amendments 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. *The proposed Zoning Code amendments would not be detrimental to surrounding properties*

The proposed Zoning Code amendment does not include the addition of uses that are not already permitted under the zoning code. The proposed Zoning Code amendments modify regulations surrounding accessory and junior accessory dwelling units which are already permitted under the Zoning Code, for purposes of compliance with state regulations, specifically Government Code sections 66310 through 66342.

4. *That the proposed Zoning Code amendments are consistent with the adopted general*

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 33, Articles 1 (General Provisions and Definitions) and 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) are nominal in nature and/or are a requirement of state law which supersede local restrictions.

The proposed Zoning Code amendments 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 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.

5. *That the proposed change of zone does not establish a residential density below 70% of the maximum permitted density of any lot or parcel of land previously zoned R-3, R-4, or R-5 unless the exceptions regarding dwelling unit density can be made pursuant to the provisions set forth in Article 6;*

The Project does not entail any changes to the zoning designations of land within the City. The proposed Zoning Code amendments 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 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.

6. *That the relationship of the proposed Zoning Code amendments is applicable to specific plans in that:*

The proposed Zoning Code amendment does not include the addition of uses that are not already permitted under the zoning code. The proposed Zoning Code amendments assure compliance with state regulations, specifically Government Code sections 66310 through 66342. 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.

Exhibit “B”

ZONE TEXT AMENDMENTS

Article 1 (General Provisions and Definitions) of Chapter 33 of the Escondido Municipal Code (Escondido Zoning Code) is hereby amended by adding quotation marks around “Dwelling”; striking the existing definition of “Accessory Dwelling” and replacing it as written below; and by adding a new definition for “Junior Accessory Dwelling):

ARTICLE 1 (ADMINISTRATION AND ENFORCEMENT)

§ 33-8. Definitions.

“Dwelling”

(1) **"Dwelling"** means one or more rooms in a building used for occupancy by one family for living or sleeping purposes and having only one kitchen.

(2) **"Grouped dwelling"** means a group of two or more detached or semi-detached one-family, two-family, three-family or multiple dwellings occupying a parcel of land in one ownership and having any yard or court in common, including bungalow courts and apartment courts, but not including recreational vehicle or campgrounds.

(3) **"Multiple dwelling"** means a building or portion thereof used for occupancy by four or more families living independently of each other, and containing four or more dwellings.

(4) **"One-family or single-family dwelling"** means a detached or semi-detached building designed for or occupied exclusively by one family.

(5) **"Two-family dwelling and duplex"** means a detached or semi-detached building designed for or occupied exclusively by two families.

(6) **"Three-family dwelling and triplex"** means a detached or semi-detached building designed for or occupied by three families.

(7) **"Primary dwelling"** means the principal single-family dwelling located on a lot where an accessory dwelling unit is existing or proposed.

(8) **"Accessory dwelling"** means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An ADU may also include the following:

An efficiency unit.

A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(9) **"Junior Accessory dwelling"** means a unit that is no more than 500 square feet of interior livable space in size and contained entirely within a single-family residence. Enclosed uses such as attached garages, are considered a part of the proposed or existing single-family residence.

Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of Chapter 33 of the Escondido Municipal Code (Escondido Zoning Code) is hereby repealed in its entirety and replaced as follows:

ARTICLE 70 ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

§ 33-1470. Purpose.

The purpose of this article is to provide regulations for the establishment of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) as additional housing. Should any provision of this article be found not to be in compliance with California Government Code sections 66310 – 66342, as applicable, that provision should be severed and stricken from Article 70, as if it had never been adopted.

§ 33-1471. Applicability.

This article applies to ADUs and JADUs proposed on lots developed or proposed to be developed with one or more residential dwellings in areas zoned to allow single-family or multifamily residential uses, in areas where adequate public facilities and services are available, and where impacts upon the residential neighborhoods directly affected would be minimized in relation to traffic flow and public safety, and/or mixed-use zones as applicable, as permitted by California Government Code sections 66314 and 66323, and subject to Sections 33-1473 through 33-1483, as applicable.

§ 33-1472. Definitions.

(a) “Accessory dwelling unit”, or ADU, means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An ADU may also include the following:

  (1) An efficiency unit.

  (2) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(b) “Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot.

(c) “Attached ADU” means an ADU that is completely within an existing main building, or added to an existing primary building or accessory structure. These units shall be attached by a common wall, floor, or ceiling, and not simply by an attached passageway or porch; and shall be contained within one building. Enclosed uses such as attached garages, are considered a part of the proposed or existing single-family residence.

(d) “Detached ADU” means an ADU that is structurally independent and separated from the existing or proposed single-family or multi-family residence by a minimum of 10 feet.

(e) “Efficiency unit” has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

(f) “Junior accessory dwelling unit” means a unit that is no more than 500 square feet of interior livable space in size and contained entirely within a single-family residence. Enclosed uses such as attached garages, are considered a part of the proposed or existing single-family residence.

(g) “Livable space” means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

(h) “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(i) “Local agency” means a city, county, or city and county, whether general law or chartered.

(j) “Multifamily dwelling,” or “Multifamily residential uses,” means a structure with two or more attached dwellings on a single lot. This definition shall be specific to this article.

(k) “Nonconforming zoning condition” means a physical improvement on a property that does not conform to current zoning standards.

(l) “Objective standards” means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.

(m) “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(n) “Permitting agency” means any entity that is involved in the review of a permit for an accessory dwelling unit or junior accessory dwelling unit and for which there is no substitute, including, but not limited to, applicable planning departments, building departments, utilities, and special districts.

(o) “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(p) “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(q) “Qualified Buyer” means persons and families of low or moderate income, as that term is defined in Section 50093 of the Health and Safety Code.

(r) “Qualified Nonprofit Corporation” means a nonprofit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code that has received a welfare exemption under Section 214.15 of the Revenue and Taxation Code for properties intended to be sold to low-income families who participate in a special no-interest loan program.

(s) “Standard ADU” refers to ADUs that are created pursuant to Government Code Section 66314.

(t) “State Exempt ADU” refers to ADUs or JADUs that are created pursuant to Government Code Section 66323.

(u) “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

§ 33-1473. Permit required.

(a) **State Exempt ADUs.** Notwithstanding Government Code sections 66314 to 66322, inclusive, a building permit for a State Exempt ADU, in compliance with Government Code Section 66323, shall be required and ministerially approved.

(b) **All Other ADUs.** A building permit application for an ADU or a JADU shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Government Code Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, and in accordance with Government Code sections 66317, 66320, and 66335.

If the permit application to create or serve an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay approving or denying the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permit application to create the new single-family or multifamily dwelling is approved or denied, but the application to create or serve the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing.

§ 33-1474. Development standards – State Exempt ADUs.

State Exempt ADUs shall be subject to the standards listed below, in accordance with Government Code Section 66323.

(a) **Attached Units – Single-Family Residential Dwelling.** One Attached ADU and one JADU shall be permitted per lot with a proposed or existing single-family dwelling, subject to all the following requirements:

(1) The State Exempt ADU is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure. If the State Exempt ADU is within an accessory structure, an expansion of not more than 150 square feet beyond the footprint of the existing accessory structure is permitted. The expansion shall be limited to accommodating egress and ingress.

(2) The State Exempt ADU has exterior access separate from the proposed or existing single-family dwelling.

(3) The side and rear setbacks comply with adopted codes pertaining to fire and building safety.

(4) When the State Exempt unit is a JADU, additional regulations apply as detailed in Section 33-1476, and in compliance with Government Code Section 66333 through 66339.

(b) **Detached Units – Single-Family Residential Dwelling.** One detached, new construction State Exempt ADU shall be permitted per lot with a proposed or existing single-family dwelling, and may be in addition to one attached State Exempt ADU as described in paragraph (a), subject to all the following requirements:

(1) Detached, new construction State Exempt units are subject to four-foot-minimum side and read yard setbacks.

(2) The total floor area is limited to not more than 800 square feet of interior livable space.

(3) The height of the State Exempt unit shall comply with Section 33-1475(g) Height.

(c) **Attached Units – Multifamily Residential Dwellings.**

(1) Multiple attached State Exempt ADUs may be permitted within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to, storage room, boiler rooms, passageways, attics, basement, or garages, as long as each unit complies with state building standards for dwellings.

(2) At least one attached State Exempt ADU shall be permitted within an existing multifamily dwelling structure, and not more than 25-percent of the total existing multifamily dwelling units. Any calculation that results in a fractional unit shall be rounded down to the next whole number.

(d) **Detached Units – Multifamily Residential Dwelling.**

(1) On a lot with an existing multifamily dwelling, no more than eight detached State Exempt ADUs, or up to equal the number of existing units, shall be permitted, whichever is less. These units shall be inclusive of those which may have been permitted under subsection (c)(2).

(2) On a lot with a proposed multifamily dwelling, not more than two detached State Exempt ADUs shall be permitted.

(3) Detached State Exempt ADUs are subject to four-foot-minimum side and rear yard setbacks. The addition of detached State Exempt ADUs shall not require any setback modification of an existing multifamily dwelling that has a rear or side setback of less than four feet.

(4) The height of detached State Exempt ADUs on a lot with existing or proposed multifamily dwellings shall comply with Section 33-1475(g) Height.

(e) **All State Exempt Units**.

(1) No additional objective development or design standards beyond those detailed in Subsection 33-1474(a) through (d), as applicable, shall be imposed upon any State Exempt ADUs.

(2) The addition of State Exempt ADUs shall not require any correction of nonconforming zoning conditions.

(3) The addition of State Exempt ADUs shall not require fire sprinklers if sprinklers are not required of the primary dwelling nor shall the addition of State Exempt ADUs require fire sprinklers to be installed in an existing dwelling that does not currently have sprinklers.

(4) The rental of State Exempt ADUs shall be for a term longer than 30 days.

(5) For State Exempt ADUs connected to an onsite wastewater treatment system (septic), a certified percolation test completed within the last 5 years, or, if the percolation test has been recertified, within the last 10 years, shall be required at part of the ministerial application materials.

§ 33-1475. Development standards – Standard ADUs.

Standard ADUs, beyond those permitted in accordance with Section 33-1474 above, shall be subject to the development standards listed below, and in accordance with Government Code Section 66314. Standard ADUs are permitted in addition to State Exempt ADUs.

(a) **Designated areas.** Standard ADUs are permitted in areas zoned to allow single-family or multifamily residential uses where:

(1) The lot includes a proposed or existing dwelling.

(2) Adequate public facilities and services are available.

(A) For Standard ADUs proposed to connect to an onsite wastewater treatment system (septic), a certified percolation test completed within the last 5 years, or, if the percolation test has been recertified, within the last 10 years, shall be required at part of the application materials.

(B) For Standard ADUs proposing private sewage disposal, authorization to move forward with the construction of the Standard ADU by the San Diego County Department of Environmental Health and Quality, or their designee, shall be required as part of the application materials.

(3) Impacts upon the residential neighborhoods directly affected would be minimized in relation to traffic flow and public safety.

(4) An Attached Standard ADU shall be either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses.

(5) A Detached Standard ADU shall be either a converted accessory structure or a newly constructed ADU structure detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, including detached garages.

(b) **Density.** In accordance with Government Code Section 66314(c) and 66319, Standard ADUs do not affect the allowable density for the lot upon which the ADU is located. Furthermore, Standard ADUs are recognized as a residential use consistent with the existing residential general plan and zoning designation for the lot upon which they are located.

(c) **Number of Units.**

(1) One Standard ADU shall be permitted in addition to permissible State Exempt ADUs and shall conform to the additional development standards established in this subsection.

(A) Additional Standard ADUs may be permitted and shall conform to the development standards of the underlying zone. An appropriate development application for the construction of additional Standard ADUs on any lot in all residential or mixed-use zones is required pursuant to Article 61 of this chapter.

(d) **Floor Area.**

(1) Minimum permissible floor area of any ADU shall be no less than 150 square feet and such proposed ADUs shall meet the requirements for an efficiency unit as defined by the California Health and Safety Code section 17958.1.

(2) Maximum total floor area of any Standard ADU shall not exceed 1200 square feet of interior livable space.

(3) Any accessory structure attached to a Standard ADU, such as a patio cover, shall not exceed 49 percent of the associated existing or proposed Standard ADU.

(e) **Setbacks.**

(1) **Front Yard Setbacks.**

(A) Any Attached or Detached Standard ADUs between 800 and 1,200 square feet of interior livable space shall conform to the front yard setbacks of the underlying zone.

(B) No front setback shall be required for any Attached or Detached Standard ADU less than 800 square feet of interior livable space.

(2) **Side and Rear Yard Setbacks.**

(A) Attached Standard ADUs – Converted Space. No new side or rear yard setback shall be required for an existing living area or existing accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to a Standard ADU or to a portion of a Standard ADU.

(B) Attached Standard ADUs – New Construction. New Attached Standard ADUs shall maintain minimum side and rear yard setbacks of 4 feet.

(C) Detached Standard ADUs shall maintain minimum side and rear yard setbacks of 4 feet.

(3) **Special Circumstances**

(A) Any portion of a Detached Standard ADU constructed above an existing or proposed accessory structure, such as a garage, that is in excess of 18 feet, shall provide an additional five feet of setback adjacent property line(s) abutting residential zones.

(B) The structures listed below may project into the minimum front or rear setback not more than four feet and into the minimum side setback not more than two feet, provided that such projections shall not be closer than three feet to any lot line:

(i) Cornices, eaves, belt courses, sills, buttresses or other similar architectural features;

(ii) Fireplace structures and bays, provided that they are not wider than eight feet measured in the general direction of the wall of which it is a part;

(iii) Stairways, balconies, door stoops and fire escapes;

(iv) Awnings;

(v) Planting boxes or masonry planters not exceeding 42 inches in height;

(vi) Porte-cochere over a driveway in a side setback area, provided such structure is not more than one story in height and 22 feet in length, and is entirely open on at least three sides, except for the necessary supporting columns and customary architectural features.

(f) **Lot Coverage.**

(1) Any Attached or Detached Standard ADU with less than 800 square feet of interior livable space shall not count towards the lot coverage requirements of the underlying zone.

(2) Any Attached or Detached Standard ADU between 800 and 1,200 square feet of interior livable space shall comply with lot coverage requirements of the underlying zone.

(3) Any detached accessory structure associated with a Standard ADU shall be subject to the provisions of Sections 33-102 and 33-103 for the primary dwelling.

(4) An attached accessory structure, such as a patio cover, associated with a Standard ADU, shall not exceed 49 percent of the Standard ADU and shall be subject to the provisions of Sections 33-102 and 33-103 for the primary dwelling.

(g) **Height.**

(1) The following height standards apply to State Exempt or Standard ADUs:

(A) An Attached ADU or JADU that is within the proposed or existing space of an existing single-family dwelling or accessory structure shall be limited to the height of the structure it is within.

(B) An Attached ADU that is attached to the primary dwelling, shall be limited to the height of the existing or proposed primary dwelling or 24 feet, whichever is greater.

(C) A Detached ADU on a lot with an existing or proposed single-story single-family dwelling or single-story multifamily dwelling, shall be limited to the height of the existing or proposed single-story primary dwelling or 24 feet, whichever is greater.

(D) A Detached ADU on a lot with an existing or proposed multistory single-family dwelling or multistory multifamily dwelling, shall be permitted a height up to that of the primary structure or the height allowed by the underlying zone, whichever is greater, as measured from finished floor to top of roof.

(E) A Detached ADU constructed above an existing or proposed detached accessory structure, such as a detached garage, shall be permitted to a height up to that of the primary structure or the height allowed by the underlying zone, whichever is greater, as measured from finished floor to top of roof.

(2) Any portion of an Attached or Detached ADU above 18 feet shall be subject to the provisions of Section 33-1475(e)(3)(A) Special Circumstances.

(3) An additional two feet in height shall be permitted to accommodate a roof pitch on any ADU that is aligned with the roof pitch of the primary dwelling unit.

(h) **Interior Space.**

(1) **Access.** All Standard ADUs shall be provided with a separate, exterior entry, and no direct, interior access into the main building.

(2) **Bedrooms.** There is no limit on the number of bedrooms, provided that the Standard ADU complies with local building and fire code requirements.

(3) **Common Living Area.** The total area of all bedrooms shall not exceed 50 percent of the total interior livable space of the Standard ADU. The total combined Standard ADU common living area shall be equal to or greater than the total combined area of all bedrooms. The calculation of common living area and bedroom area shall not include closets, bathrooms or hallways, and shall be measured from the centerline of interior walls, and the exterior of exterior walls.

(4) **Bathrooms.** All Standard ADUs shall include separate bath/sanitation facilities

(5) **Kitchen.** Standard ADU shall include, and be limited to, one kitchen as defined by the Zoning Code. “Wet bars” shall not be permitted.

(i) **Architectural Details.**

(1) **Passageways.** No passageway, as defined in Section 33-1472, shall be required in conjunction with the construction of a Standard ADU.

(2) **Exterior Architecture.** Exterior building materials, texture, and colors for Standard ADUs shall match those of the primary structure.

(3) **Windows.** Window materials, design, framing, and detailing for Standard ADUs shall substantially match those of the primary structure.

(A) The number of windows shall meet the minimum requirement to satisfy applicable building code and health and safety standards.

(4) **Roof.** Roof materials, texture, and color, as well as roof pitch, for Standard ADUs shall substantially match those of the primary structure.

(5) **Historic Properties.** If the Standard ADU is an addition to a site that is listed in the California Register of Historical Resources, the City's Local Register of Historic Places, or located within a historical district, the requirements and development standards set forth in Section 33-1475 apply.

(j) **Landscaping.**

(1) **Yard areas.** A minimum of 50 percent of all remaining yard areas shall be landscaped with trees, shrubs and other plant materials, provided that such landscape features do not hinder safety access.

(2) **Planting Materials.** Plantings shall consist of annuals, perennials, groundcovers, shrubs, and trees compatible with adjacent native vegetation, capable of surviving without permanent irrigation.

(3) **Maintenance.** The property owner shall be responsible for the maintenance of landscape materials through regular routine maintenance to ensure that plant material is maintained in a flourishing manner. Dead or diseased plants must be replaced within 90 days from when the director makes a determination that the plant must be replaced. Failure to do so constitutes a violation of this article. The property owner shall receive a written notice of noncompliance.

(4) **Irrigation.** Irrigation systems shall be consistently maintained and adjusted to eliminate water waste and ensure the healthy survival of the plant material.

(k) **Parking.**

(1) **Required Parking.** Designated parking spaces shall not be required for a Standard ADU in any of the following instances:

(A) Where the Standard ADU is located within one-half mile walking distance of public transit.

(B) Where the Standard ADU is located within an architecturally and historically significant historic district.

(C) Where the Standard ADU is part of the proposed or existing primary residence or an accessory structure.

(D) When on-street parking permits are required but not offered to the occupant of the Standard ADU.

(E) When there is a car share vehicle located within one block of the Standard ADU.

(F) When a request for a Standard ADU is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the Standard ADU or the parcel satisfies the criteria listed in this subdivision.

(2) **Voluntary Parking.** In instances where an applicant chooses to provide parking for a Standard ADU, the following requirements shall apply:

(A) Parking need not exceed one parking space per Standard ADU.

(B) Parking spaces may be provided as tandem parking on a driveway.

(C) Parking shall be permitted in setback areas or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(3) **Demolition of Existing Parking**.

(A) When a garage, carport, or covered parking space is demolished or uncovered parking is replaced in conjunction with the construction of or conversion to a Standard ADU, replacement parking is not required.

(B) Demolition permits required for a detached garage that is to be replaced with a Standard ADU shall be reviewed concurrently with the application for the Standard ADU and issued at the same time.

(C) Written notice is not required for the proposed demolition of a detached garage that is to be replaced with a Standard ADU, unless the property is located within an architecturally and historically significant historic district, in which case notification is required pursuant to Section 33-1477.

(l) **Addresses.** Standard ADUs shall be issued individual addresses upon the issuance of a certificate of occupancy. Addresses of all residential units shall be displayed in such a manner that they are clearly seen from the street, in accordance with California Residential Code standards.

§ 33-1476. Development standards – Junior Accessory Dwelling Units.

Junior ADUs shall be subject to the development standards listed below, and in accordance with Government Code Section 66333 through 66339.

(a) **Designated areas.**

(1) One JADU is permitted per lot in areas zoned to allow single-family residence and where:

(A) The lot includes a proposed or existing single-family dwelling.

(B) The JADU is constructed within the walls of the proposed or existing single-family residence.

(b) **Floor Area.**

(1) Minimum permissible floor area of any JADU shall be no less than 150 square feet of interior livable space and shall meet the requirements for an efficiency unit as defined by the California Health and Safety Code section 17958.1.

(2) Maximum total floor area of any JADU shall not exceed 500 square feet of interior livable space.

(c) **Interior Space.**

(1) **Access.** All JADUs shall be provided with a separate, exterior entry and:

(A) May also have direct, interior access to the main building.

(B) If a JADU does not include a separate bathroom, the JADU shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.

(2) **Bedrooms.** There is no limit on the number of bedrooms, provided that the JADU complies with floor area restrictions and local building and fire code requirements.

(3) **Bathrooms.** A JADU may include separate sanitation facilities, or may share sanitation facilities with the primary residence.

(4) **Kitchen.** The JADU shall include, and be limited to, one efficiency kitchen, which shall include all the following:

(A) A cooking facility with appliances such as a range, microwave, or other appliances that meet code requirements and fit the space in relation to the size of the JADU.

(B) A food preparation counter with adequate space in relation to the size of the JADU and no less than four square feet.

(C) Storage cabinets that are of reasonable size in relation to the size of the JADU and no less than 36 cubic feet.

(d) **Architectural Details.**

(1) **Exterior Architecture.** Exterior building materials, texture, and colors for JADUs shall substantially match those of the primary structure.

(2) **Windows.** Window materials, design, framing, and detailing for JADUs shall substantially match those of the primary structure.

(A) The number of windows shall meet the minimum requirement to satisfy applicable building code and health and safety standards.

(3) **Roof.** Roof materials, texture, and color, as well as roof pitch, for JADUs shall match those of the primary structure.

(e) **Height.** The height of any JADU shall comply with Section 33-1475(g)(1)(A).

(f) **Parking.** Designated parking spaces shall not be required for a JADU.

§ 33-1477. ADUs and JADUs on Historic Lots.

To prevent adverse impacts on any real property listed in the California Register of Historical Resources, the City's Local Register of Historic Places, or located within a historic district, the following requirements and objective standards apply to ADUs and JADUs on historic lots, in addition to the applicable standard set forth in section 33-1475 through 33-1476 (Government Code Section 66314[b]).

(a) An ADU and/or JADU proposed for any lot that includes a building listed in the National Register of Historic Places, California Register of Historic Places, the City's Local Register of Historic Places, the local historic inventory, or located within a historic district, shall conform to the requirements for the historic structure or district.

(b) An ADU and/or JADU proposed for a property under a Historic Property Preservation Agreement must comply with all historic preservation guidelines as adopted by the City Council, including design conformance with the United States Secretary of the Interior Standards.

(c) All site improvements shall be compatible with and retain the texture and material of the primary building(s) and/or structure(s) or its appurtenant fixtures, including signs, fences, parking, site plan, landscaping and the relationship of such features to similar features of other buildings within an historical district.

(d) Notwithstanding subsection (a), if the City Council acts to establish mandatory design standards for historically classified structures, the ADU and/or JADU shall conform to the mandatory standards.

(e) **Demolition of a Detached Garage.** Within an architecturally and historically significant historic district, an applicant shall provide written notice or post a placard for the demolition of a detached garage that is to be replaced with an ADU.

§ 33-1478. Allowable Use of ADUs and JADUs.

(a) The ADU and/or JADU shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the premises, and shall allow such other accessory uses which are necessarily and customarily associated with such principal residential use of the premises, except as otherwise provided by this subsection.

(b) An ADU and/or JADU shall be deemed an independent dwelling unit for the sole purpose of establishing a home occupation permit within the ADU and/or JADU, subject to the terms and limitations of Article 44. The limitations for home occupations shall be shared with the principal use and/or main building.

(c) No more than the quantities of animals specifically listed in Table 33-95(a) of Article 6 or section 33-1116 of Article 57 is permitted on the premises. The limitations for animal keeping and household pets shall be shared with the principal use and/or main building.

(d) When provided by these regulations, it shall be the responsibility of the Director of Development Services to determine if a proposed accessory use is necessarily and customarily associated with, and is appropriate, incidental, and subordinate to the principal use, ADU, and/or JADU, based on the Director's evaluation of the resemblance of the proposed accessory use and the relationship between the proposed accessory use and the principal use.

§ 33-1479. Occupancy and Conveyance.

(a) **Renter-occupancy.** ADUs and JADUs may be rented separate from the primary residence, but only with a rental agreement and with terms greater than 30 days.

(b) **Owner-occupancy.**

(1) The owner-occupancy requirement shall apply to a JADU, only so long as the JADU has shared sanitation facilities with the existing structure.

(A) Either the primary dwelling unit or the JADU may be occupied by the owner of record of the property, unless otherwise exempted by this section.

(2) The owner-occupancy requirement shall not be applied to any State Exempt or Standard ADU.

(3) Owner-occupancy shall not be required if the owner is a governmental agency, land trust, or housing organization.

(4) **Deed restriction.** The City shall require the recordation of a deed restriction to ensure owner-occupancy requirements on JADUs, as applicable.

(A) Prior to issuance of a building permit, the JADU owner shall execute a deed restriction setting forth the owner-occupancy requirements, in a form and substance satisfactory to the Director of Development Services and City Attorney's office, which shall be recorded in the office of the county recorder. The covenant shall also include the following terms and limitations:

(i) A prohibition on the sale of the JADU separate from the sale of the primary residence, and shall not be subdivided in any manner that would authorize such sale or ownership;

(ii) A statement that the deed restriction may be enforced against future purchasers and the restrictions shall be bindings upon any successor in ownership of the property;

(iii) The JADU shall be a legal unit, and may be used as habitable space, only so long as either the primary dwelling unit or the JADU is occupied by the owner of record of the property, unless otherwise exempted;

(iv) A restriction on the size and attributes of the JADU that conforms with this section, and if applicable, the occupancy limitations of the California Health and Safety Code section 17958.1.

(c) **Conveyance – Junior ADUs.** Junior ADUs shall not be sold or otherwise conveyed separate from the primary residence.

(d) **Conveyance – State Exempt and Standard ADUs.** ADUs shall not be sold or otherwise conveyed separate from the primary residence, with the following exceptions:

(1) **Conveyance as a Qualified Unit.** ADUs may be sold or otherwise conveyed separately from the primary residence to a qualified buyer, as defined in Section 33-1472, if all of the following apply:

(A) The ADU or the primary dwelling was built or developed by a qualified nonprofit corporation.

(B) There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit corporation that satisfies all of the requirements specified in paragraph (10) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code.

(C) The property is held pursuant to a recorded tenancy in common agreement that includes all of the following:

(i) The agreement allocates to each qualified buyer an undivided, unequal interest in the property based on the size of the dwelling that each qualified buyer occupies.

(ii) A repurchase option that requires the qualified buyer to first offer the qualified nonprofit corporation to buy the ADU or primary dwelling if the buyer desires to sell or convey the property.

(iii) A requirement that the qualified buyer occupy the ADU or primary dwelling as the buyer's principal residence.

(iv) Affordability restrictions on the sale and conveyance of the ADU or primary dwelling that ensure the ADU and primary dwelling will be preserved for low-income housing for 45 years for owner-occupied housing units and will be sold or resold to a qualified buyer.

(v) If the tenancy in common agreement is recorded after December 31, 2021, it shall also include all of the following:

(a) Delineation of all areas of the property that are for the exclusive use of a cotenant. Each cotenant shall agree not to claim a right of occupancy to an area delineated for the exclusive use of another cotenant, provided that the latter cotenant's obligations to each of the other cotenants have been satisfied.

(b) Delineation of each cotenant's responsibility for the costs of taxes, insurance, utilities, general maintenance and repair, improvements, and any other costs, obligations, or liabilities associated with the property. This delineation shall only be binding on the parties to the agreement, and shall not supersede or obviate the liability, whether joint and several or otherwise, of the parties for any cost, obligation, or liability associated with the property where such liability is otherwise established by law or by agreement with a third party.

(c) Procedures for dispute resolution among the parties before resorting to legal action.

(D) A grant deed naming the grantor, grantee, and describing the property interests being transferred shall be recorded in the county in which the property is located. A Preliminary Change of Ownership Report shall be filed concurrently with this grant deed pursuant to Section 480.3 of the Revenue and Taxation Code.

(E) If requested by a utility providing service to the primary residence, the ADU has a separate water, sewer, or electrical connection to that utility.

(F) Nothing in this section limits the ability of an ADU to be sold or otherwise conveyed separate from the primary residence as a condominium pursuant Section 33-1479(e)(2) below.

(2) **Conveyance as a Condominium Unit.** The separate conveyance of the primary dwelling unit and ADU or ADUs as condominiums, may be permitted if all of the following requirements are met:

(A) The condominiums shall be created pursuant to the Davis-Stirling Common Interest Development Act (Part 5 (commencing with Section 4000) of Division 4 of the Civil Code).

(B) The condominiums shall be created in conformance with all applicable objective requirements of the Subdivision Map Act (Division 2 (commencing with Section 66410)) and all objective requirements of the subdivision ordinance.

(C) Before recordation of the condominium plan, a safety inspection of the ADU shall be conducted as evidenced either through a certificate of occupancy or a housing quality standards report from a building inspector certified by the United States Department of Housing and Urban Development.

(D) Neither a subdivision map nor a condominium plan shall be recorded with the San Diego County Recorder without each lienholder's consent. The following shall apply to the consent of a lienholder:

(i) A lienholder may refuse to give consent.

(ii) A lienholder may consent provided that any terms and conditions required by the lienholder are satisfied.

(E) Prior to recordation of the initial or any subsequent modifications to the condominium plan, written evidence of the lienholder's consent shall be provided to the San Diego County Recorder along with a signed statement from each lienholder that states as follows:

(i) "(Name of lienholder) hereby consents to the recording of this condominium plan in their sole and absolute discretion and the borrower has or will satisfy any additional terms and conditions the lienholder may have."

(F) The lienholder's consent shall be included on the condominium plan or a separate form attached to the condominium plan that includes the following information:

(i) The lienholder's signature.

(ii) The name of the record owner or ground lessee.

(iii) The legal description of the real property.

(iv) The identities of all parties with an interest in the real property as reflected in the real property records.

(v) The lienholder's consent shall be recorded in the office of the San Diego County Recorder.

(G) When an ADU is established as a condominium, the homeowner shall be required to notify providers of utilities, including water, sewer, gas, and electricity, of the condominium creation and separate conveyance.

(H) **Homeowners Associations.**

(i) The owner of a property or a separate interest within an existing planned development that has an existing association, as defined in Section 4080 of the Civil Code, shall not record a condominium plan to create a common interest development under Section 4100 of the Civil Code without the express written authorization by the existing association.

(ii) For purposes of this subdivision, written authorization by the existing association means approval by the board at a duly noticed board meeting, as defined in Section 4090 of the Civil Code, and if needed pursuant to the existing association's governing documents, membership approval of the existing association.

(I) An ADU shall be sold or otherwise conveyed separate from the primary residence only under the conditions pursuant to this article.

§ 33-1480. Code Standards.

(a) Unless otherwise specified herein, ADUs and JADUs shall comply with all building code requirements that apply to detached dwellings as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the Building Official makes a written finding based on substantial evidence in the record that the construction of the ADU or JADU could have a specific, adverse impact on public health and safety, and with the following exceptions:

(1) The construction of an ADU or JADU shall not constitute a Group R occupancy change.

(2) Nothing in this section shall be interpreted to prevent the City from changing the occupancy code of a space that was unhabitable space or was only permitted for nonresidential use and was subsequently converted for residential use pursuant to this article.

(b) ADUs or JADUs that exist as of January 1, 2025, and that had previously been legally established, may continue to operate as legal nonconforming units.

(c) A JADU shall not be considered a new or separate dwelling unit for purposes of any fire or life protection ordinance. Fire and life protection requirements that apply to the primary residence shall apply to the JADU.

(d) ADUs shall not be required to provide fire sprinklers if they are not required for the primary residence. Further, the construction of an ADU shall not require fire sprinklers to be installed in the existing primary dwelling.

(e) A certificate of occupancy shall not be issued for the ADU and/or JADU until the building official issues a certificate of occupancy for the primary dwelling.

(f) **Existing Code Violations and Unpermitted ADUs/JADUs.**

(1) An application for a permit to create an ADU or a JADU shall not be denied due to nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the ADU or JADU.

(2) **Delayed Enforcement Action.** In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code for an ADU described below, the City, upon request of an owner of a nonconforming ADU for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code:

(A) The ADU was built before January 1, 2020.

(B) The ADU was built on or after January 1, 2020, at the time the City had a noncompliant ADU ordinance, but the ordinance is compliant at the time the request is made.

(3) **Unpermitted ADU/JADUs – Constructed Prior to January 1, 2020 (Gov. Code § 66332).** A permit shall not be denied for an unpermitted ADU or unpermitted JADU that was constructed before January 1, 2020, unless a finding is made that correcting the violation is necessary to comply with the standards specified in Section 17920.3 of the Health and Safety Code, due to either of the following:

(A) The ADU or JADU does not comply with this article.

(B) The ADU or JADU is in violation of building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code. Substandard building conditions are specified in Section 17920.3 of the Health and Safety Code.

(i) NOTE: Though not a requirement, it is in the best interest of the homeowners to obtain a confidential third-party code inspection from a licensed contractor to determine the existing condition or potential scope of building improvements for an unpermitted ADU or unpermitted JADU before submitting an application for a permit.

(4) Subject to subdivision (3), upon receiving an application to permit a previously unpermitted ADU or unpermitted JADU constructed before January 1, 2020, a City inspector may inspect the unit for compliance with health and safety standards and provide recommendations to comply with health and safety standards necessary to obtain a permit.

(A) If the inspector finds noncompliance with health and safety standards, the applicant shall not be penalized for having the unpermitted ADU or unpermitted JADU and necessary permits shall be approved to correct noncompliance with health and safety standards.

(g) **Unpermitted ADU/JADUs – Constructed on or After January 1, 2020 and Before the Date of Passage of this Ordinance.** This article shall apply to all ADUs or JADUs which exist between January 1, 2020 and the date of passage of the ordinance. Units which do not have a permit, or cannot receive a permit, upon passage of the ordinance codified herein shall be considered in violation and shall be subject to code enforcement action.

(1) Any ADU and/or JADU that exists as of the effective date of this section, and has not previously been legally established, is considered an unlawful use, unless it is determined that it meets the provisions of this section and a permit is approved and issued.

(2) Administration and enforcement of any nonconforming building standard shall be conducted in accordance with California Health and Safety Code section 17980.12.

(h) **Conversion of legally established structures.** The conversion of legally established structures shall require that the unit meet the provisions of this code. Any legally established waivers or nonconformities that existed when this section first went into effect may continue, provided that in no manner shall such waiver or nonconformity be expanded, notwithstanding Section 33-1474.

§ 33-1481. Application Procedures.

In accordance with Government Code sections 66317, 66320, and 66335, a permit application for an ADU or a JADU shall be considered and approved ministerially without discretionary review or a hearing. The following apply to all ADU and JADU permit applications:

(a) Building permit application materials for ADUs or JADUs shall be reviewed and determined to be complete or incomplete no later than 15 business days after receiving the application packet. If the application packet is determined to be incomplete, the applicant shall be provided with a list of incomplete items and a description of how the application can be made complete in the written notice and authorize the applicant to cure and address the application, as specified.

(b) The building permit application for an ADU or a JADU where there is an existing single-family or multifamily dwelling on the lot shall be approved or denied within 60 days from the date the applicant packet is determined to be complete.

(c) If the building permit application for an ADU or a JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay approving or denying the permit application for the ADU or the JADU until the City approves or denies the permit application to create the new single-family or multifamily dwelling, but the application to create or serve the ADU or JADU shall be considered without discretionary review or hearing.

(d) If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay.

(e) If the City has not approved or denied the completed application within 60 days, the application shall be deemed approved.

(f) The City shall not issue a certificate of occupancy for an ADU or JADU before issuing a certificate of occupancy for the primary dwelling.

§ 33-1482. Decision to Deny.

The decision to deny an application for an ADU or JADU shall be in writing and shall include a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

§ 33-1483. Fees.

A fee may be charged to reimburse costs incurred to implement this section, including the costs of adopting or amending any ordinance that provides for the creation of an ADU or JADU, pursuant to California Government Code sections 66000, 66012, and 66335(c).

(a) **Application Fees.** Upon the filing of a permit for an ADU or JADU, a fee in an amount established by resolution of the City council shall be paid by the applicant to the City.

(b) **Impact Fees.**

(1) An ADU shall not be considered a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(2) A JADU shall not be considered a new or separate dwelling unit for purposes of calculating connection fees or capacity charges for utilities, including water, sewer, or power service.

(3) For purposes of this subdivision, “impact fee” has the same meaning as the term “fee” is defined in subdivision (b) of California Government Code Section 66000, except that it also includes fees specified in California Government Code Section 66477.

(4) “Impact fee” does not include any connection fee or capacity charge.

(5) No impact fee shall be imposed upon the development of an ADU less than 750 square feet of interior livable space.

(6) Any impact fees charged for an ADU of 750 square feet of interior livable space or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(7) State Exempt ADUs.

(A) The applicant shall not be required to install a new or separate utility connection directly between a State Exempt Unit and the utility provider.

(B) In the event that an applicant chooses to install a new or separate utility connection directly between the State Exempt Unit and the utility, no related connection fee or capacity charge shall be charged unless the State Exempt Unit was constructed with a new single-family dwelling, or upon separate conveyance of the ADU pursuant to Section 33-1479.

(8) Standard ADUs.

(A) The applicant may be required to install a new or separate utility connection directly between a Standard ADU and the utility provider.

(B) Consistent with California Government Code Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed ADU, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system.

(C) This fee or charge shall not exceed the reasonable cost of providing this service.

(9) A homeowner applying for a building permit for a previously unpermitted ADU or JADU constructed before January 1, 2020, shall not be required to pay impact fees or connection or capacity charges except when utility infrastructure is required to comply with Section 17920.3 of the Health and Safety Code and when the fee is otherwise authorized by this section.

§ 33-1484. through § 33-1489. (Reserved)

Apr 27, 2026

City of Escondido
201 North Broadway
Escondido, CA 92025

Re: Proposed Amendments to the City's ADU Ordinance

By email: kevin.snyder@escondido.gov

Cc: Sally.Schifman@escondido.gov; Veronica.Morones@escondido.gov; Pricila.Roldan@escondido.gov; michael.mcguinness@escondido.gov;

Dear Escondido Planning Commission,

The California Housing Defense Fund ("CalHDF") submits this letter as a public comment for the Planning Commission meeting of April 28, 2026 regarding item 4, a proposed amendment to the City's zoning code, including amendments to its regulations for ADUs and JADUs.

The proposed ordinance is a dramatic improvement over the City's current ADU ordinance, and the City is to be commended for revising its ADU code in such a thorough manner.

We have highlighted a few remaining legal issues below.

Background

The law gives local governments authority to enact zoning ordinances that implement a variety of development standards on ADUs. (Gov. Code, § 66314.) The standards in these local ordinances are limited by state law so as not to overly restrict ADU development. (See *id.)* Separately from local ADU ordinances, Government Code section 66323 establishes a narrower set of ADU types that local governments have a ministerial duty to approve. "Notwithstanding Sections 66314 to 66322 ... a local agency shall ministerially approve" these types of ADUs. (*Id*. at subd. (a).) This means that ADUs that satisfy the minimal requirements of section 66323 must be approved regardless of any contrary provisions of the local ADU ordinance. (*Ibid*.) Local governments may not impose their own standards on such ADUs. (Gov. Code, § 66323, subd. (b) ["A local agency shall not impose any objective development or design standard that is not authorized by this section upon any accessory dwelling unit that meets the requirements of any of paragraphs (1) to (4), inclusive, of subdivision (a)."].)

In addition, ADUs that qualify for the protections of Government Code section 66323, like other ADUs, must be processed by local governments within 60 days of a complete permit application submittal. (Gov. Code, § 66317, subd. (a).)

State law also prohibits creating regulations on ADU development not explicitly allowed by state law. Government Code Section 66315 states, "No additional standards, other than those provided in Section 66314, shall be used or imposed, including an owner-occupant requirement, except that a local agency may require that the property may be used for rentals of terms 30 days or longer."

Suggested Clarification Regarding Detached ADU Allowance

Proposed code section 33-1474(d)(1) reads as follows: "On a lot with an existing multifamily dwelling, no more than eight detached State Exempt ADUs, or up to equal the number of existing units, shall be permitted, whichever is less. These units shall be inclusive of those which may have been permitted under subsection (c)(2)."

The City is proposing this provision to bring the City code into compliance with Government Code section 66323, subdivision (a)(4)(A). We suggest a minor rewording for clarity:

> On a lot with an existing multifamily dwelling, no more than eight detached State Exempt ADUs, or up to equal the number of existing units, shall be permitted, whichever is less. These The number of existing units shall be inclusive of those which may have been permitted under subsection (c)(2)."

This rewording will clarify that the City is allowing both detached and conversion ADUs on multifamily parcels, as is required by SB 543.

Traffic Flow and Public Safety

Proposed code section 33-1475(a) reads as follows:

> Designated areas. Standard ADUs are permitted in areas zoned to allow single-family or multifamily residential uses where:
>
> > (3) Impacts upon the residential neighborhoods directly affected would be minimized in relation to traffic flow and public safety.

We recommend deleting this provision. It would be unclear to an applicant if there are any parts of the City where standard ADUs are restricted. It could also be interpreted as adding a non-objective standard regarding whether or not a standard ADU is allowed in a given area. The City may only apply objective standards (Gov. Code, § 66314, subd. (b)(1)), which state

ADU law defines as "standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal." (Gov. Code, § 66313, subd. (i).)

Required Height Allowance for Attached ADUs

Proposed code section 33-1475(g)(1)(B): "An Attached ADU that is attached to the primary dwelling, shall be limited to the height of the existing or proposed primary dwelling or 24 feet, whichever is greater."

However, Government Code section 66321, subdivision (b)(4)(D) requires that the City allow a height limit of 25 feet for attached ADUs.

The City should amend this provision to allow a 25-foot height limit for attached ADUs.

Non-Objective Window Standards

The following two proposed code sections regulate window design:

- Code section 33-1475(i)(3) Windows. Window materials, design, framing, and detailing for Standard ADUs shall substantially match those of the primary structure.
- Code section 33-1476(d)(2) Windows. Window materials, design, framing, and detailing for JADUs shall substantially match those of the primary structure.

While it is clear what the City is trying to accomplish with these code provisions, they are unfortunately not precise enough to be objective standards. The City may only apply objective standards (Gov. Code, § 66314, subd. (b)(1)), which state ADU law defines as "standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal." (Gov. Code, § 66313, subd. (i).)

An applicant cannot know ex ante whether the City will consider a proposed set of windows sufficiently matches the design, framing, and detailing of the primary dwelling. By way of example, would it be sufficient for windows to be double hung? Or must they match the dimensions of the primary dwelling's windows? Older windows may be more challenging to match as well.

We recommend either rewriting these standards to make them objective, or deleting them if they are not important to the City's policy objectives.

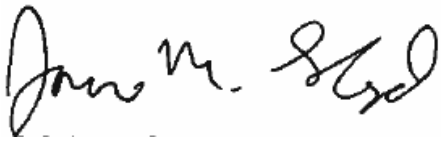
♦ ♦ ♦

CalHDF appreciates the City's effort to implement state law governing ADU construction. We hope that these comments are helpful as the City fine-tunes and adopts its ADU ordinance.

CalHDF is a 501(c)3 non-profit corporation whose mission includes advocating for increased access to housing for Californians at all income levels, including low-income households. You may learn more about CalHDF at www.calhdf.org.

Sincerely,

Dylan Casey
CalHDF Executive Director



James M. Lloyd
CalHDF Director of Planning and Investigations

May 26, 2026

City of Escondido
201 North Broadway
Escondido, CA 92025

Re: Proposed Amendments to the City's ADU Ordinance

By email: kevin.snyder@escondido.gov

Cc: Sally.Schifman@escondido.gov; Veronica.Morones@escondido.gov; Pricila.Roldan@escondido.gov; michael.mcguinness@escondido.gov;

Dear Escondido Planning Commission,

The California Housing Defense Fund ("CalHDF") submits this letter as a public comment for the Planning Commission meeting of May 26, 2026 regarding item 2, a proposed amendment to the City's zoning code, including amendments to its regulations for ADUs and JADUs.

The proposed ordinance is a dramatic improvement over the City's current ADU ordinance, and the City is to be commended for revising its ADU code in such a thorough manner.

We would like to thank the Commission for taking our previous comments into account when revising the proposed ordinance, particularly regarding objectivity of window design requirements as well as height allowance.

We have highlighted a single remaining legal issue below.

Background

The law gives local governments authority to enact zoning ordinances that implement a variety of development standards on ADUs. (Gov. Code, § 66314.) The standards in these local ordinances are limited by state law so as not to overly restrict ADU development. (See *id.)* Separately from local ADU ordinances, Government Code section 66323 establishes a narrower set of ADU types that local governments have a ministerial duty to approve. "Notwithstanding Sections 66314 to 66322 ... a local agency shall ministerially approve" these types of ADUs. (*Id.* at subd. (a).) This means that ADUs that satisfy the minimal requirements of section 66323 must be approved regardless of any contrary provisions of the local ADU

ordinance. (*Ibid*.) Local governments may not impose their own standards on such ADUs. (Gov. Code, § 66323, subd. (b) ["A local agency shall not impose any objective development or design standard that is not authorized by this section upon any accessory dwelling unit that meets the requirements of any of paragraphs (1) to (4), inclusive, of subdivision (a)."].)

In addition, ADUs that qualify for the protections of Government Code section 66323, like other ADUs, must be processed by local governments within 60 days of a complete permit application submittal. (Gov. Code, § 66317, subd. (a).)

State law also prohibits creating regulations on ADU development not explicitly allowed by state law. Government Code Section 66315 states, "No additional standards, other than those provided in Section 66314, shall be used or imposed, including an owner-occupant requirement, except that a local agency may require that the property may be used for rentals of terms 30 days or longer."

Traffic Flow and Public Safety

Proposed code section 33-1475(a)(3) appears to allow staff the ability to deny ADU permits based on the discretionary application of a variety of factors.

The City may not apply this standard. State ADU law requires that local governments consider and approve ADUs ministerially, not subject to subjective standards or criteria. This is a non-objective standard regarding whether or not a standard ADU is allowed in a given area. The City may only apply objective standards (Gov. Code, § 66314, subd. (b)(1)), which state ADU law defines as "standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal." (Gov. Code, § 66313, subd. (i).) The City is also given authority to "[d]esignate areas within the jurisdiction of the local agency where [Standard ADUs] may be permitted" based on adequacy of utility service and impacts on traffic flow and safety. (Subd. (a).) The City is required to designate these areas "***by ordinance***" and approve Standard ADUs within them on a ministerial basis. The proposed ordinance attempts to leave the designation of areas where Standard ADUs are permitted for ad hoc staff determinations based on subjective criteria. This approach clearly violates state ADu law.

The City must delete this code provision, as the City may not apply discretionary standards to ADU applications, and must designate areas where Standard ADUs are permitted or not through ordinance.

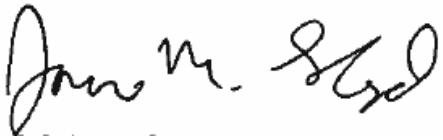
♦ ♦ ♦

CalHDF appreciates the City's effort to implement state law governing ADU construction. However, the City should be careful not to include a discretionary, non-objective standard in its ordinance when it is so close to fully complying with state ADU law.

CalHDF is a 501(c)3 non-profit corporation whose mission includes advocating for increased access to housing for Californians at all income levels, including low-income households. You may learn more about CalHDF at www.calhdf.org.

Sincerely,

Dylan Casey
CalHDF Executive Director



James M. Lloyd
CalHDF Director of Planning and Investigations

Attachment "3"
DRAFT NOTICE OF EXEMPTION
PLANNING CASE NO. PL25-0083

CITY OF ESCONDIDO
PLANNING SERVICES
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4671

NOTICE OF EXEMPTION

To: Assessor/Recorder/County Clerk
Attn: Fish and Wildlife Notices
1600 Pacific Hwy, Room 260
San Diego, CA 92101
MS: A-33

From: City of Escondido
Development Services Department
Planning Services
201 North Broadway
Escondido, CA 92025

Project Title/Case No: PL25-0083 ZONE TEXT AMENDMENT (ARTICLE 70 AND ARTICLE 1)

Project Location - Specific: Citywide

Project Location - City: Escondido **Project Location - County:** San Diego

Description of Project: Request to approve a Zone Text Amendment to Chapter 33 (Zoning) of the Escondido Municipal Code, specifically Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) and Article 1 (General Provisions and Definitions), for the purpose of compliance with mandatory State law, specifically Government Code sections 66310 through 66342. The Zone Text Amendment includes minor text updates to Article 1 to reconcile definitions of "accessory dwelling" and "junior accessory dwelling" with the new Article 70 language.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: City of Escondido, Development Services Department/Planning Service Area
Telephone: 760-839-4514
Address: 201 N. Broadway, Escondido, CA 92025

☐ Private entity ☐ School district ☒ Local public Agency ☐ State agency ☐ Other special district

Exempt Status: The project is not subject to CEQA pursuant to Public Resources Code section 21080(b)(1), and under CEQA Guidelines sections 15268 and/or 15378(b)(5), the action is statutorily exempt.

Reasons why project is exempt: The proposed amendments to Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) are ministerial actions undertaken to implement mandatory State law. The City lacks discretionary authority to deny, modify, or condition these provisions based on environmental considerations. Accordingly, the action is not subject to CEQA pursuant to Public Resources Code section 21080(b)(1); and the action is statutorily exempt from CEQA under CEQA Guidelines section 15268. The proposed amendments to Article 1 (General Provisions and Definitions) are exempt pursuant to CEQA Guidelines section 15378(b)(5) as changes to Article 1 would not have a direct or indirect physical effect on the environment.

Lead Agency Contact Person: Sally Schifman Telephone: 760-839-4514

Signature: _____ Date: _____

Sally Schifman
Principal Planner

☒ Signed by Lead Agency Date filed with SCH: _____

☐ Signed by Authorized Applicant Representative

STAFF REPORT

June 24, 2026
File Number 0680-10

SUBJECT

ORDINANCE NO. 2026-07 – BICYCLES, NONMOTORIZED VEHICLES, AND MOBILITY DEVICES

DEPARTMENT

Escondido Police Department

RECOMMENDATION

Request that City Council adopt Ordinance No. 2026-07, amending Chapters 5, 10, 18, and 28 of the Escondido Municipal Code to regulate Bicycles, Nonmotorized Vehicles, and Mobility Devices, and related enforcement activities.

Staff Recommendation: Approval (Police Department: Ken Plunkett, Chief of Police)

Presenter: Craig Miller, Lieutenant, Traffic Division

ESSENTIAL SERVICE – Yes, Police Services

COUNCIL PRIORITY – Build Trust and Accountability; Prioritize Public Safety

FISCAL ANALYSIS

The training of traffic enforcement officers and other police personnel will come with an administrative cost. Additionally, officers may begin to impound bicycles, which may require additional protocols and storage space. Finally, minors under the age of 12 will be prohibited from riding on e-bicycles, which will require the implementation of a warning program for the first 60 days.

These costs may be offset by the fees recovered from impounding and storing bicycles, nonmotorized vehicles, and mobility devices. Officers may issue administrative citations for reckless operation.

PREVIOUS ACTION

Ordinance No. 2009-10 was adopted April 1, 2009, amending Chapter 5 in its entirety. Prior amendments were made in 1957, 1973, 1975, and 1988.

BACKGROUND

The current Escondido Municipal Code, Chapter 5, provides out-of-date definitions of bicycles and nonmotorized vehicles. It fails to prohibit all the necessary areas where mobility devices should not be

CITY of ESCONDIDO

STAFF REPORT

operated. The rules of operation are vague and do not provide guidance to the public on how to safely operate a mobility device. Finally, and most importantly, the current version does not provide any regulations for the new and developing technology of electric mobility devices.

CHANGES

The rapid advancement of electric bicycles and other motorized mobility devices requires updated definitions of those devices, areas where they are forbidden to operate, and the safe manner in which they must be operated. This ordinance also establishes penalties for administrative citations for both operators and the parents of minor operators. It establishes an educational alternative to fines, and a process for seizure and storage of bicycles, mobility devices, and nonmotorized vehicles when operated without due regard or recklessly.

This Ordinance would prohibit persons under 12 years of age from operating Class 1 and Class 2 e-bikes, pursuant to California Vehicle Code Section 21214.7.

ORDINANCES

a. Ordinance No. 2026-07
b. Ordinance No. 2026-07—Exhibit "A"—E-Bike Ordinance EMC Chapter 5

ATTACHMENTS

a. Attachment "1"—Escondido Municipal Code §§ 10-158, 18-92, 18-71, 28-122 Strikethrough
b. Attachment "2" – E-Bike Ordinance EMC Chapter 5 with Strikethrough

Attachment "1"

Escondido Municipal Code §§ 10-158, 18-71,18-92, 28-122

§ 10-158 Retention authorized; tagging required; disposition of bicycles, nonmotorized vehicles, and mobility devices.

(a) All lost and unclaimed property, except bicycles, nonmotorized vehicles, and mobility devices, animals, and perishable property, in the possession of the police department shall be held by the department for a period of at least four months. Lost and unclaimed bicycles, nonmotorized vehicles, and mobility devices shall be held for a period of at least three months. Lost and unclaimed animals shall be turned over to the Escondido Humane Society and thereafter handled in accordance with the terms of this Code. Lost and unclaimed perishable property need be held by the department only long enough to permit compliance with the notice and auction requirements of this article.

(b) All lost and unclaimed property in the possession of the department shall be tagged showing the date and circumstances of its acquisition by the department.

§ 18-71 Authority to seize property.

(a) The ~~c~~Community ~~s~~Services ~~d~~Director, the ~~p~~Public ~~w~~Works ~~d~~Director, and any park ranger or police officer shall have the authority to seize and confiscate any property, thing, or device— including those defined in Chapter 5 of this Code — ~~which is located in the~~ found within a recreational area and which is used in violation of this ~~a~~Article or any other provision of this Code. The procedure for seizing a bicycle or mobility device shall follow the provisions articulated in Chapter 5 of this Code.

§ 18-92 ~~Bicycles.~~ Bicycles, nonmotorized vehicles, and mobility devices in recreational areas.

~~No person shall:~~

(a) ~~(1)~~ Prohibitions in Recreational Areas.

~~(1)~~ Bicycles, nonmotorized vehicles, and mobility devices are restricted and/or prohibited in certain areas as prescribed by section 5-5 of this Code.

(b) ~~(2)~~ Specific prohibitions to Recreational Areas.

~~(1)~~ No person shall leave a bicycle, nonmotorized vehicle, or mobility device in a place other than a designated rack when such is provided, and there is an open space available.

~~(2)~~ No person shall leave a bicycle, nonmotorized vehicle, or mobility device lying on the ground or paving, or set against a tree, or any place or position where other persons may trip over or be injured by it.

(c) Operations in Recreational Areas.

~~(1)~~ A person operating or riding a bicycle, nonmotorized vehicle, or mobility device must do so in accordance with the provisions of section 5-4 of this Code. ~~Operate a bicycle on any sidewalk, or on any right-of-way not open to public vehicular traffic at a speed greater than is reasonable and prudent, having due regard for pedestrian traffic, and in no event at a speed which endangers the safety of persons or property.~~

Attachment “1”

§ 28-122 Operating vehicles on private or public property.

No person shall operate or drive a mobility device—as defined in Chapter 5 of this Code—motor vehicle, motorcycle, mini-bike, trail bike, dune buggy, motor scooter, jeep or other form of motorized transportation upon the private property of another or upon any public property, which is not held open to the public for any vehicular use and which is not subject to the provisions of the Vehicle Code, without having, and upon request of a peace officer, displaying written permission from the owner of such property, or his agent, or the person in lawful possession thereof; provided, however, the provisions of this section shall not apply to emergency vehicles, governmental agencies or to other persons driving upon such property with the written consent of the owner or person in lawful possession of such property, or to the owner himself, his family, employees, agents or lessees.

Chapter 5
BICYCLES, ~~AND~~ NONMOTORIZED VEHICLES, AND MOBILITY DEVICES

Article 1. GENERAL
§ 5-1 Purpose.
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§ 5-4 ~~Bicycle prohibitions.~~Operation of Bicycles, Nonmotorized Vehicles, and Mobility Devices.
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§ 5-11 ~~3~~ ~~Law enforcement exception.~~Exceptions.
§ 5-12 Severability.

Cross references — retention, disposition of lost and unclaimed bicycles, nonmotorized vehicles, and mobility devices in recreational areas, § 10-158 et seq.; ~~where bicycles can be located and parked~~ bicycles, nonmotorized vehicles, and mobility devices in recreational areas; § 18-71, Authority to seize property; § 18-92; traffic, Ch. 28, Operating vehicles on private or public property.

Editor's note — Ord. No. 2009-10, adopted April 1, 2009, amended Ch. 5 in its entirety. Former Ch. 5, Bicycles, was derived from Ords. 88-33, 88-17, 75-36, 73-34 and Code 1957 §§ 6711—6714, 6724—6728, 6742, 6743 and 6751—6754.

ARTICLE I
GENERAL

§ 5-1 Purpose.

The purpose of this Chapter is to implement regulations, pursuant to the City's police power, on the operation and use of bicycles, nonmotorized vehicles, and mobility devices; to promote the public health, safety, and welfare of riders, pedestrians, and motorists; and to prevent damage to public infrastructure.

§ 5-2 Scope.

The provisions of this Article will serve as the rules and regulations for the use of bicycles, nonmotorized vehicles, and mobility devices on any public roadway, street, highway, parkway, right-of-way, alley, or other public area within the City of Escondido.

§ 5-321 Definitions.

~~"Bicycle" means any device upon which a person may ride, which is propelled by human power through a system of belts, chains, or gears having either two or three wheels (one of which is at least 20 inches in diameter) or having a frame size of at least 14 inches, or having four or more wheels.~~

~~"Nonmotorized vehicle" means any wheeled device upon which a person may ride and be propelled by human power. The definition includes skateboards, roller skates, roller blades, coasters, scooters and other wheeled devices. Shoes containing wheels, wheelchairs, and bicycles, unless specifically addressed, are exempt from the non-motorized vehicle provisions of this chapter.~~

~~(a)~~ The following definitions apply to this Article. Words and phrases whenever used in this Article must be construed as defined in this section, unless from the context a different meaning is intended, a different meaning is specifically defined, or more particularly directed to the use of such words or phrases:

(a) "**Bicycle**" has the same meaning as in California Vehicle Code section 231, as it may be amended from time to time.

(b) "**Due regard**" means the level of care that a reasonably prudent and competent person engaged in the same line of activity would exercise under similar circumstances.

(c) "**Mobility device**" means electric bicycles, electric personal assistive mobility devices, electrically motorized boards, low-speed vehicles, motorized scooters, motor vehicles, shared mobility devices, or other similar vehicles. These devices can be defined as:

(1) "**Class 1 electric bicycle**" means the same as in California Vehicle Code section 312.5(a), as it may be amended from time to time.

(2) "**Electric bicycle**" has the same meaning as in California Vehicle Code section 312.5, as it may be amended from time to time.

(3) "**Electric personal assistive mobility device**" has the same meaning as in California Vehicle Code section 313, as it may be amended from time to time.

(4) "**Electrically motorized boards**" has the same meaning as in California Vehicle

Code section 313.5, as it may be amended from time to time.

(5) "**Low speed vehicle**" has the same meaning as in California Vehicle Code section 385.5, as it may be amended from time to time.

(6) "**Motor vehicle**" has the same meaning as in California Vehicle Code section 415, as it may be amended from time to time.

(7) "**Motorized scooter**" has the same meaning as in California Vehicle Code section 407.5, as it may be amended from time to time.

(8) "**Shared mobility device**" has the same meaning as in California Civil Code section 2505, as it may be amended from time to time.

(9) "**Vehicle**" has the same meaning as in California Vehicle Code section 670, as it may be amended from time to time.

(d) **"Nonmotorized vehicle"** means any wheeled device upon which a person may ride and be propelled by human power. The definition includes skateboards, roller skates, roller blades, coasters, scooters, and other wheeled devices.

(e) "**Operator**" means a person who owns, operates, and/or controls a bicycle, mobility device, or nonmotorized vehicle.

(f) "**Open space**" means any undeveloped public property either that possesses one or more of the following traits:

(1) primarily in its natural state, including canyons and unimproved waterways; or

(2) that is held out by the City; or City;

(3) used by the public for passive recreational purposes, conservation, or habitat preservation; or

(4) that maintains or enhances the conservation of natural or scenic resources.

(g) "**Park**" means any public property, whether developed or undeveloped, held out by the City or used by the public for active or passive park and recreation uses, including adjacent buffer lands and natural areas, and any adjacent parking lots and perimeter sidewalks. The definition of park includes open space.

(h) "**Passenger**" means a traveler riding in or on a mobility device who is not operating it. The definition of passenger is synonymous with the term "rider."

(i) "**Public area**" means any outdoor area that is open to the members of the public for public use, whether owned or operated by the City or a private party.

(j) "**Recreational area**" means a park, playground, recreation center, public school athletic field, or any other area in the City owned or used by the City which is devoted to active or passive recreation. It shall include all adjacent facilities used in conjunction with the park, such as restrooms and locker rooms.

(k) "**Reckless operation**" means operation of an electric bicycle in willful or wanton disregard for the safety of persons or property, including but not limited to:

(1) excessive speed under the circumstances;

(2) weaving through traffic in a manner that endangers others;

(3) riding on sidewalks in violation of posted prohibitions while endangering pedestrians;

(4) running stop signs or traffic signals in a manner that creates a hazard; or

(5) other conduct that violates California Vehicle Code section 23103 (reckless driving) as applied to bicycles under section 21200. This definition is consistent with the standard applied to motor vehicles and provides fair notice of prohibited conduct.

§ 5-4 ~~Bicycle prohibitions.~~ Operation of Bicycles, Nonmotorized Vehicles, and Mobility Devices.

~~No person shall operate a bicycle upon any sidewalk in the city.~~

~~No person shall ride a bicycle on public or private property where signs prohibiting such activity are posted.~~

(a) Any person operating or riding on a bicycle, mobility device, or nonmotorized vehicle upon a roadway will be granted those rights and subject to those duties established by the laws of the State of California and by this Code, which apply to persons operating or riding in a vehicle, except for those provisions that, by their nature, can have no application.

(b) Any person operating or riding on a bicycle, mobility device, or nonmotorized vehicle must exercise due regard and observe all applicable laws. Operating a bicycle, mobility device, or nonmotorized vehicle without due regard includes, but is not limited to, any one or more of the following:

(1) Violating any Escondido Municipal Code, California Vehicle Code, or other existing law.

(2) Intentionally swerving or riding around stopped or slowed traffic.

(3) Operating a bicycle, mobility device, or nonmotorized vehicle in a manner it was not designed for, including carrying passengers when not intended for carrying passengers.

(4) Not obeying posted signs or traffic control signals.

(5) Intentionally conducting a "wheelie." For purposes of this section, "wheelie" means lifting one or more wheels of a bicycle, mobility device, or nonmotorized vehicle into the air while riding on a highway, bike lane, or bike path.

(6) Attempting to perform any acrobatic trick or stunt.

(7) Operating a bicycle, mobility device, or nonmotorized vehicle in any manner that endangers the operator, passengers, other motorists, other riders, or pedestrians in the area.

(8) Operating on any street, road, highway, or bicycle lane against the direction of traffic.

(9) Operating at a speed greater than 20 miles per hour on any street, road, highway, bicycle path, bicycle lane, or other area generally open to public access.

(10) Operating at any speed greater than is reasonable or prudent under the conditions existing at the time.

(11) Failing to yield to pedestrians.

(12) Operating while hitched to or physically attached to any moving vehicle or motorized device.

(13) Operating while failing to yield the right-of-way to any and all pedestrians

(14) Failing to yield the right-of-way to a vehicle upon entering a roadway or driveway from a sidewalk.

(c) No person operating or riding a bicycle or electric bicycle will carry another person unless the bicycle or electric bicycle is designed and equipped for passengers, including a separate seat securely attached to the bicycle or electric bicycle, as required by California Vehicle Code section 21204.

~~(a)~~ Operations on City trails. Persons operating or riding a bicycle or nonmotorized vehicle on a City trail must dismount the bicycle or nonmotorized vehicle where the trail width is less than 5 feet, and a pedestrian or equine is within a distance of fifty (50) feet of the rider or operator.

(d)

(e) Helmets. Any person under the age of 18 operating or riding a bicycle, mobility device, or nonmotorized vehicle must wear a properly fitted and fastened helmet, pursuant to the guidelines in the California Vehicle Code. It is unlawful for any person to wear a helmet in any manner other than the fashion for which the helmet is designed to be worn, including, but not limited to, the use of straps and strap closure mechanisms.

~~(a)~~ **§ 5-5 ~~Nonmotorized vehicle prohibitions~~. Areas of Operation.**

(a) Bicycles, mobility devices, and nonmotorized vehicles are prohibited where posted. It is prohibited to operate or ride on a bicycle, mobility device, or nonmotorized vehicle in public areas where signs prohibiting such activity are posted or as otherwise outlined in this ordinance.

(b) Sidewalks.

(1) Mobility devices are prohibited on sidewalks. Mobility devices, such as electric

bicycles and motor vehicles, are prohibited from operating on any sidewalk in the City.

(2) Bicycles operated by minors aged 12 or under may be ridden on public sidewalks provided they are operated with due regard. Bicycles operated by persons over the age of 12 are prohibited from being operated on sidewalks.

(3) Nonmotorized vehicles may be operated on sidewalks except where signs prohibiting such activity are posted or as otherwise outlined in this ordinance.

(c) No operating or riding on public facilities. No person shall operate or ride a bicycle, mobility device, or nonmotorized vehicle in any public drainage facility, culvert, ditch, or channel in the City.

~~(b)~~(d) Nonmotorized vehicles are prohibited in certain areas.

(1) ~~(a)~~ No person shall ride a nonmotorized vehicle on any sidewalk, public roadway or municipal parking lot within the central traffic district as defined in Escondido Municipal Code ~~Section~~section 28-1, unless specifically authorized in subsection (b).

~~(2) (b)~~ A person may ride a nonmotorized vehicle on Hickory Street and Valley Boulevard, located on the east side of the central traffic district as defined in Escondido Municipal Code ~~Section~~section 28-1.

(2) ~~(c) No person shall ride a nonmotorized vehicle on public or private property where signs prohibiting such activity are posted.~~

(e) Class 1 electric bicycles permitted. Class 1 electric bicycles are permitted on marked trails provided they are operated with due regard and follow all applicable laws, including the provisions of this Chapter.

(f) Except as permitted in subsection (e) of this section, mobility devices, such as electric bicycles and motor vehicles, are prohibited from riding or operating on trails or natural spaces in parks, open spaces, and recreational areas, including but not limited to the following areas:

(1) City trails.

(2) John Masson Memorial Bike Park.

(3) Kit Carson Park.

(4) Daley Ranch.

~~(3)~~

§ 5-6 Minimum age to operate mobility devices.

(a) Purpose. California Vehicle Code section 21214.7 authorizes local governments in San Diego County to adopt ordinances prohibiting persons under 12 years of age from operating Class 1 or Class 2 electric bicycles. The City wishes to enact an ordinance in order to promote the safe and efficient use of sidewalks, bicycle paths, pathways, trails, bicycle lanes, and other pedestrian and bicycle facilities in the City.

(b) Enactment. As required by state law, a public information campaign regarding the ordinance will be administered for at least 30 days prior to the date of this Ordinance.

(c) Prohibition on Operation of Class 1 and Class 2 Electric Bicycles. No person under the age of 12 years old may operate or ride within the City a Class 1 or Class 2 electric bicycle, as defined in California Vehicle Code section 312.5.

(d) Enforcement. A person convicted of an infraction for a violation of this section shall be punished as follows:

(1) For the first 60 days after adoption of this section, a warning notice.

(2) After the first 60 days following adoption of this section, a fine not exceeding $25.00.

Expiration. This section will remain in effect until January 1, 2029, or until California Vehicle Code section 21214.7 expires, whichever occurs later. This section will have no force or effect upon expiration.

(e)

~~§ 5-6. Pedestrian and traffic interference prohibited.~~

~~Any person upon a bicycle, skateboard, roller skates, roller blades, coaster, scooter or other nonmotorized vehicle shall exercise due caution, shall yield the right-of-way, and shall not interfere with pedestrians on any sidewalk, public right-of-way, or pathway not open to vehicle traffic.~~

~~(Ord. No. 2009-10, § 1, 4-1-09)~~

§ 5-7 Enforcement and Education Program.

(a) Authorization to enforce. A peace officer or any City employee tasked with enforcing traffic laws and regulations is authorized to enforce this Chapter. The City Manager may designate others to enforce this chapter. Such persons will be considered "Enforcement Officers" within the meaning of Chapter 1A of this Code.

(b) Alternative penalty. In lieu of a fine or administrative penalty, as authorized by this code, and in lieu of filing charges in any court having jurisdiction over a violation, the police chief—or his or her designee—may allow a violator of this Chapter to complete a police department-approved safety course for bicycles, nonmotorized vehicles, and/or mobility devices.

§ 5-8 Violations.

(a) Pursuant to Government Code section 53069.4, an Enforcement Officer may issue an administrative citation for any violation of this Chapter. Prior notice of violation is not a prerequisite to the issuance of an administrative citation under this Chapter.

(b) A person is guilty of a separate offense for each and every violation of this Chapter that

person commits, causes, permits, or allows to occur, exist, or continue.

(c) Any person, irrespective of age, found in violation of any provision of this Chapter may be issued an administrative citation in accordance with the provisions of this Chapter.

(d) Every parent, guardian, or other person who has the legal care, custody, or control of any person under the age of 18 years, and who knows, or reasonably should know, that a minor is in violation of this Chapter, is subject to the issuance of an administrative citation.

(e) Every parent, guardian, or other person will be held jointly and severally liable for all fines, fees, penalties, and storage costs, as described in section 5-9.

~~(a)~~(f) Nothing in this Chapter is intended to limit any of the penalties provided for under the Health and Safety Code, Penal Code, or other sections of this Code.

§ 5-9 Seizure of Bicycles, Mobility Devices, and Nonmotorized Vehicles.

(a) Purpose. The purpose of the seizure and impound of bicycles, mobility devices, and nonmotorized vehicles, when operated without due regard or recklessly, is to remove property that jeopardizes public safety and convenience and prevent the impediment of traffic.

(b) In addition to any fines or penalties authorized by this Chapter, the Chief of Police or designee may seize any bicycle, mobility device (including Class 1, 2, or 3 electric bicycles), or nonmotorized vehicle when the operator has been cited for:

(1) reckless operation in violation of this Chapter or the California Vehicle Code; or

(2) failure to exercise due regard, as defined in section 5-3, for the safety of persons or property.

(c) In addition to any fines or penalties authorized by this Chapter, the Chief of Police or designee may seize any bicycle, mobility device (including Class 1, 2, or 3 electric bicycles), or nonmotorized vehicle when the operator has three or more violations of this Chapter within a twelve (12) month period.

(d) Procedure. Pursuant to authority granted by state law, recklessly operating or failing to exercise due regard, in violation of this Code, is a public nuisance and may be abated by the City. The seizing officer must provide written notice to the operator or owner at the time of seizure, identifying the reason for seizure, the location where the bicycle, mobility device, or nonmotorized vehicle is stored, and procedures for retrieval. The bicycle, mobility device, or nonmotorized vehicle may be retained as evidence until final adjudication of the criminal citation or complaint, and will be released to the lawful owner upon presentation of proof of ownership.

(e) This section should not be construed to conflict with state law or to authorize impoundment in circumstances preempted by the California Vehicle Code.

(f) A storage fee will accompany the seizure of a bicycle, mobility device, or nonmotorized vehicle in an amount to be established by resolution of the City Council. Storage fees will accrue daily until retrieval.

~~(a)~~

§ 5-102 Penalty.

(a) ~~Any violation of this chapter is an infraction.~~ AAny person violating any of the provisions of this Chapter is guilty of an infraction and, upon conviction, will be punished by a fine. Any violation may also be subject to civil penalties and any other legal remedy provided in this Code or state law. Each violation described in this Chapter may be charged as a separate count for each occurrence. Fines may increase for repeat violations within a 12 month period.

(1) A fine shall not exceed $50 for a first violation.

(2) A fine shall not exceed $100 for a second violation.

(3) A fine shall not exceed $200 for each additional violation.

(b) Enforcement for minors under the age of 12. Pursuant to section 5-6, a minor convicted of an infraction for a violation of this section shall be punished as follows:

(1) For the first 60 days after adoption of this section, a warning notice.

(2) After the first 60 days following adoption of this section, a fine not exceeding $25.00.

~~(a)~~

§ 5-113 ~~Law enforcement exemption.~~ Exceptions.

~~Law enforcement officers, while performing their duties, are exempt from the provisions of this chapter.~~

(a) Public agency personnel. Notwithstanding any other provision of this Chapter, or any other section of this Code, City and public agency personnel may operate mobility devices or other vehicles at any place in the City in the performance of their official duties.

~~(a)~~(b) Persons with Disabilities. Nothing in this Chapter will apply to or restrict the lawful use of wheelchairs or other assistive mobility devices by persons with disabilities, as protected under the Americans with Disabilities Act (42 U.S.C. §12101 et seq.), the Rehabilitation Act (29 U.S.C. §794), or California Civil Code section 54 et seq.

§ 5-12 Appeals.

A citation or impound fee issued for failure to comply with the provisions of this section may be appealed pursuant to procedures established in section 1A-9 of this Code.

§ 5-13 Severability.

If any portion of this Chapter, or its application to particular persons or circumstances, is held to be invalid or unconstitutional by a final decision of a court of competent jurisdiction, or due to the expiration of authority by state law, the decision will not affect the validity of the remaining portions of this Chapter or the application of the Chapter to persons or circumstances not similarly situated.

ORDINANCE NO. 2026-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTERS 5, 0, 18, and 28 OF THE ESCONDIDO MUNICIPAL CODE TO REGULATE BICYCLES, NONMOTORIZED VEHICLES, AND MOBILITY DEVICES.

WHEREAS, the California State Legislature adopted Article 4 of Chapter 1 of Division 11 of the Vehicle Code, regulating the operation of bicycles; and

WHEREAS, the California Vehicle Code §§ 21206, et seq. provides that local agencies may regulate bicycles within their jurisdiction; and

WHEREAS, the City Council of the City of Escondido ("City") enacted Chapter 5 of the City Municipal Code to regulate bicycles and non-motorized vehicles; and

WHEREAS, the City Council last amended Chapter 5 in April of 2009; and

WHEREAS, since 2009, the use of mobility devices, such as e-bicycles, has increased in popularity, being used on sidewalks, streets, and trails within the City; and

WHEREAS, the safe and efficient operation of bicycles, nonmotorized vehicles, and mobility devices within the City is of utmost importance to the City Council; and

WHEREAS, the City Council desires to amend Chapter 5, as well as sections in Chapters 10, 18, and 28, of the City Municipal Code, regulating bicycles, nonmotorized vehicles, and mobility devices, including e-bicycles, and related enforcement activities; and

WHEREAS, further amendments and regulations are necessary to promote public health, safety, and welfare of riders, pedestrians, and motorists; to protect public infrastructure, and to ensure consistency with state law. This chapter is adopted pursuant to the City's police powers.

WHEREAS, to ensure adequate time to implement bicycle and mobility device procedures, this Ordinance shall be effective sixty days after adoption; and

WHEREAS, to ensure adequate time to educate operators of mobility devices, all penalties and fines for violations of the Bicycle and Mobility Device Ordinance shall be stayed for 60 days after adoption.

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

SECTION 1. That the recitals set forth above are true and correct and are incorporated as though fully set forth herein.

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

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

a. Written information;

b. Oral testimony from City staff, interested parties, and the public; and

c. The City Council staff report, dated June 17, 2026, which, along with its attachments, is incorporated herein by this reference as though fully set forth herein; and

d. Additional information submitted during the public hearing.

SECTION 4. Upon consideration of the submitted evidence, Escondido Municipal Code Chapter 5, Bicycles and Nonmotorized Vehicles, is hereby repealed and replaced as set forth in Exhibit “A” to this Ordinance and incorporated herein by reference as though fully set forth herein.

SECTION 5. Upon consideration of the submitted evidence, Escondido Municipal Code Section 10-158, Retention authorized; tagging required; disposition of bicycles, is hereby amended to read as follows:

§ 10-158 Retention authorized; tagging required; disposition of bicycles, nonmotorized vehicles, and mobility devices.

(a) All lost and unclaimed property, except bicycles, nonmotorized vehicles, and mobility devices, animals, and perishable property, in the possession of the police department shall be held by the department for a period of at least four months. Lost and unclaimed bicycles, nonmotorized vehicles, and mobility devices shall be held for a period of at least three months. Lost and unclaimed animals shall be turned over to the Escondido Humane Society and thereafter handled in accordance with the terms of this Code. Lost and unclaimed perishable property need be held by the department only long enough to permit compliance with the notice and auction requirements of this article.

(b) All lost and unclaimed property in the possession of the department shall be tagged showing the date and circumstances of its acquisition by the department.

SECTION 6. Upon consideration of the submitted evidence, Escondido Municipal Code Section 18-71, Authority to seize property, is hereby amended to read as follows:

§ 18-71 Authority to seize property.

(a) The Community Services Director, the Public Works Director, and any park ranger or police officer shall have the authority to seize and confiscate any property, thing, or device— including those defined in Chapter 5 of this Code —found within a recreational area and which is used in violation of this Article or any other provision of this Code. The procedure for seizing a bicycle or mobility device shall follow the provisions articulated in Chapter 5 of this Code.

SECTION 7. Upon consideration of the submitted evidence, Escondido Municipal Code Section 18-92, Bicycles, is hereby amended to read as follows:

§ 18-92 Bicycles, nonmotorized vehicles, and mobility devices in recreational areas.

(a) Prohibitions in Recreational Areas.

(1) Bicycles, nonmotorized vehicles, and mobility devices are restricted and/or prohibited in certain areas as prescribed by section 5-5 of this Code.

(b) Specific prohibitions to Recreational Areas.

(1) No person shall leave a bicycle, nonmotorized vehicle, or mobility device in a place other than a designated rack when such is provided, and there is an open space available.

(2) No person shall leave a bicycle, nonmotorized vehicle, or mobility device lying on the ground or paving, or set against a tree, or any place or position where other persons may trip over or be injured by it.

(c) Operations in Recreational Areas.

(1) A person operating or riding a bicycle, nonmotorized vehicle, or mobility device must do so in accordance with the provisions of section 5-4 of this Code.

SECTION 8. Upon consideration of the submitted evidence, Escondido Municipal Code Section 28-122, Operating vehicles on private or public property, is hereby amended to read as follows:

§ 28-122 Operating vehicles on private or public property.

No person shall operate or drive a mobility device—as defined in Chapter 5 of this Code—motor vehicle, motorcycle, mini-bike, trail bike, dune buggy, motor scooter, jeep or other form of motorized transportation upon the private property of another or upon any public property, which is not held open to the public for any vehicular use and which is not subject to the provisions of the Vehicle Code, without having, and upon request of a peace officer, displaying written permission from the owner of such property, or his agent, or the person in lawful possession thereof; provided, however, the provisions of this section shall not apply to emergency vehicles, governmental agencies or to other persons driving upon such property with the written consent of the owner or person in lawful possession of such property, or to the owner himself, his family, employees, agents or lessees.

SECTION 9. ENVIRONMENTAL REVIEW. The proposed amendments to Escondido Municipal Code Chapter 5, Bicycles, Nonmotorized Vehicles and Mobility Devices, are not a project within the meaning of Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because there is no potential for the proposed amendments to result in a physical change in the environment, either directly or indirectly, or a reasonably foreseeable indirect physical change in the environment. In the event the proposed amendments are found to be a project within the meaning of Section 15378 of the CEQA Guidelines, the proposed amendments are exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility of a significant effect on the environment.

SECTION 10. 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 11. With the exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 12. SAVINGS CLAUSE. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred, or any right established or accruing before the effective date of this ordinance, nor shall it affect any prosecution, suit, or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 13. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

Chapter 5
BICYCLES, NONMOTORIZED VEHICLES, AND MOBILITY DEVICES

Article 1. GENERAL
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§ 5-11 Exceptions.
§ 5-12 Severability.

Cross references — retention, disposition of lost and unclaimed bicycles, nonmotorized vehicles, and mobility devices in recreational areas, § 10-158 et seq.; bicycles, nonmotorized vehicles, and mobility devices in recreational areas; § 18-71, Authority to seize property; § 18-92; traffic, Ch. 28, Operating vehicles on private or public property.

Editor's note — Ord. No. 2009-10, adopted April 1, 2009, amended Ch. 5 in its entirety. Former Ch. 5, Bicycles, was derived from Ords. 88-33, 88-17, 75-36, 73-34 and Code 1957 §§ 6711—6714, 6724—6728, 6742, 6743 and 6751—6754.

ARTICLE I
GENERAL

§ 5-1 Purpose.

The purpose of this Chapter is to implement regulations, pursuant to the City's police power, on the operation and use of bicycles, nonmotorized vehicles, and mobility devices; to promote the public health, safety, and welfare of riders, pedestrians, and motorists; and to prevent damage to public infrastructure.

§ 5-2 Scope.

The provisions of this Article will serve as the rules and regulations for the use of bicycles, nonmotorized vehicles, and mobility devices on any public roadway, street, highway, parkway, right-of-way, alley, or other public area within the City of Escondido.

§ 5-3 Definitions.

The following definitions apply to this Article. Words and phrases whenever used in this Article must be construed as defined in this section, unless from the context a different meaning is intended, a different meaning is specifically defined, or more particularly directed to the use of such words or phrases:

"**Bicycle**" has the same meaning as in California Vehicle Code section 231, as it may be amended from time to time.

(a) "**Due regard**" means the level of care that a reasonably prudent and competent person engaged in the same line of activity would exercise under similar circumstances.

(b) "**Mobility device**" means electric bicycles, electric personal assistive mobility devices, electrically motorized boards, low-speed vehicles, motorized scooters, motor vehicles, shared mobility devices, or other similar vehicles. These devices can be defined as:

(1) "**Class 1 electric bicycle**" means the same as in California Vehicle Code section 312.5(a), as it may be amended from time to time.

(2) "**Electric bicycle**" has the same meaning as in California Vehicle Code section 312.5, as it may be amended from time to time.

(3) "**Electric personal assistive mobility device**" has the same meaning as in California Vehicle Code section 313, as it may be amended from time to time.

(4) "**Electrically motorized boards**" has the same meaning as in California Vehicle Code section 313.5, as it may be amended from time to time.

(5) "**Low speed vehicle**" has the same meaning as in California Vehicle Code section 385.5, as it may be amended from time to time.

(6) "**Motor vehicle**" has the same meaning as in California Vehicle Code section 415, as it may be amended from time to time.

(7) "**Motorized scooter**" has the same meaning as in California Vehicle Code section 407.5, as it may be amended from time to time.

(8) "**Shared mobility device**" has the same meaning as in California Civil Code

section 2505, as it may be amended from time to time.

(9) "**Vehicle**" has the same meaning as in California Vehicle Code section 670, as it may be amended from time to time.

(c) **"Nonmotorized vehicle"** means any wheeled device upon which a person may ride and be propelled by human power. The definition includes skateboards, roller skates, roller blades, coasters, scooters, and other wheeled devices.

(d) "**Operator**" means a person who owns, operates, and/or controls a bicycle, mobility device, or nonmotorized vehicle.

(e) "**Open space**" means any undeveloped public property either that possesses one or more of the following traits:

(1) primarily in its natural state, including canyons and unimproved waterways; or

(2) that is held out by the City; or City;

(3) used by the public for passive recreational purposes, conservation, or habitat preservation; or

(4) that maintains or enhances the conservation of natural or scenic resources.

(f) "**Park**" means any public property, whether developed or undeveloped, held out by the City or used by the public for active or passive park and recreation uses, including adjacent buffer lands and natural areas, and any adjacent parking lots and perimeter sidewalks. The definition of park includes open space.

(g) "**Passenger**" means a traveler riding in or on a mobility device who is not operating it. The definition of passenger is synonymous with the term "rider."

(h) "**Public area**" means any outdoor area that is open to the members of the public for public use, whether owned or operated by the City or a private party.

(i) "**Recreational area**" means a park, playground, recreation center, public school athletic field, or any other area in the City owned or used by the City which is devoted to active or passive recreation. It shall include all adjacent facilities used in conjunction with the park, such as restrooms and locker rooms.

(j) "**Reckless operation**" means operation of an electric bicycle in willful or wanton disregard for the safety of persons or property, including but not limited to:

(1) excessive speed under the circumstances;

(2) weaving through traffic in a manner that endangers others;

(3) riding on sidewalks in violation of posted prohibitions while endangering pedestrians;

(4) running stop signs or traffic signals in a manner that creates a hazard; orother conduct that violates California Vehicle Code section 23103 (reckless driving) as applied to bicycles under section 21200. This definition is consistent with the standard applied to motor vehicles and provides fair notice of prohibited conduct.

§ 5-4 Operation of Bicycles, Nonmotorized Vehicles, and Mobility Devices.

(a) Any person operating or riding on a bicycle, mobility device, or nonmotorized vehicle upon a roadway will be granted those rights and subject to those duties established by the laws of the State of California and by this Code, which apply to persons operating or riding in a vehicle, except for those provisions that, by their nature, can have no application.

(b) Any person operating or riding on a bicycle, mobility device, or nonmotorized vehicle must exercise due regard and observe all applicable laws. Operating a bicycle, mobility device, or nonmotorized vehicle without due regard includes, but is not limited to, any one or more of the following:

(1) Violating any Escondido Municipal Code, California Vehicle Code, or other existing law.

(2) Intentionally swerving or riding around stopped or slowed traffic.

(3) Operating a bicycle, mobility device, or nonmotorized vehicle in a manner it was not designed for, including carrying passengers when not intended for carrying passengers.

(4) Not obeying posted signs or traffic control signals.

(5) Intentionally conducting a “wheelie.” For purposes of this section, “wheelie” means lifting one or more wheels of a bicycle, mobility device, or nonmotorized vehicle into the air while riding on a highway, bike lane, or bike path.

(6) Attempting to perform any acrobatic trick or stunt.

(7) Operating a bicycle, mobility device, or nonmotorized vehicle in any manner that endangers the operator, passengers, other motorists, other riders, or pedestrians in the area.

(8) Operating on any street, road, highway, or bicycle lane against the direction of traffic.

(9) Operating at a speed greater than 20 miles per hour on any street, road, highway, bicycle path, bicycle lane, or other area generally open to public access.

(10) Operating at any speed greater than is reasonable or prudent under the conditions existing at the time.

(11) Failing to yield to pedestrians.

(12) Operating while hitched to or physically attached to any moving vehicle or motorized device.

(13) Operating while failing to yield the right-of-way to any and all pedestrians

(14) Failing to yield the right-of-way to a vehicle upon entering a roadway or driveway from a sidewalk.

(c) No person operating or riding a bicycle or electric bicycle will carry another person unless the bicycle or electric bicycle is designed and equipped for passengers, including a

separate seat securely attached to the bicycle or electric bicycle, as required by California Vehicle Code section 21204.

(d) Operations on City trails. Persons operating or riding a bicycle or nonmotorized vehicle on a City trail must dismount the bicycle or nonmotorized vehicle where the trail width is less than 5 feet, and a pedestrian or equine is within a distance of fifty (50) feet of the rider or operator.

(e) Helmets. Any person under the age of 18 operating or riding a bicycle, mobility device, or nonmotorized vehicle must wear a properly fitted and fastened helmet, pursuant to the guidelines in the California Vehicle Code. It is unlawful for any person to wear a helmet in any manner other than the fashion for which the helmet is designed to be worn, including, but not limited to, the use of straps and strap closure mechanisms.

§ 5-5. Areas of Operation.

(a) Bicycles, mobility devices, and nonmotorized vehicles are prohibited where posted. It is prohibited to operate or ride on a bicycle, mobility device, or nonmotorized vehicle in public areas where signs prohibiting such activity are posted or as otherwise outlined in this ordinance.

(b) Sidewalks.

(1) Mobility devices are prohibited on sidewalks. Mobility devices, such as electric bicycles and motor vehicles, are prohibited from operating on any sidewalk in the City.

(2) Bicycles operated by minors aged 12 or under may be ridden on public sidewalks provided they are operated with due regard. Bicycles operated by persons over the age of 12 are prohibited from being operated on sidewalks.

(3) Nonmotorized vehicles may be operated on sidewalks except where signs prohibiting such activity are posted or as otherwise outlined in this ordinance.

(c) No operating or riding on public facilities. No person shall operate or ride a bicycle, mobility device, or nonmotorized vehicle in any public drainage facility, culvert, ditch, or channel in the City.

(d) Nonmotorized vehicles are prohibited in certain areas.

(1) No person shall ride a nonmotorized vehicle on any sidewalk, public roadway or municipal parking lot within the central traffic district as defined in Escondido Municipal Code section 28-1, unless specifically authorized in subsection (b).

(2) A person may ride a nonmotorized vehicle on Hickory Street and Valley Boulevard, located on the east side of the central traffic district as defined in Escondido Municipal Code section 28-1.

(e) Class 1 electric bicycles permitted. Class 1 electric bicycles are permitted on marked trails provided they are operated with due regard and follow all applicable laws, including the provisions of this Chapter.

(f) Except as permitted in subsection (e) of this section, mobility devices, such as electric bicycles and motor vehicles, are prohibited from riding or operating on trails or natural

spaces in parks, open spaces, and recreational areas, including but not limited to the following areas:

(1) City trails.

(2) John Masson Memorial Bike Park.

(3) Kit Carson Park.

(4) Daley Ranch.

§ 5-6 Minimum age to operate mobility devices.

(a) Purpose. California Vehicle Code section 21214.7 authorizes local governments in San Diego County to adopt ordinances prohibiting persons under 12 years of age from operating Class 1 or Class 2 electric bicycles. The City wishes to enact an ordinance in order to promote the safe and efficient use of sidewalks, bicycle paths, pathways, trails, bicycle lanes, and other pedestrian and bicycle facilities in the City.

(b) Information Campaign. As required by state law, a public information campaign regarding the ordinance will be administered for at least 30 days prior to the date of this Ordinance.

(c) Prohibition on Operation of Class 1 and Class 2 Electric Bicycles. No person under the age of 12 years old may operate or ride within the City a Class 1 or Class 2 electric bicycle, as defined in California Vehicle Code section 312.5.

(d) Enforcement. A person convicted of an infraction for a violation of this section shall be punished as follows:

(1) For the first 60 days after adoption of this section, a warning notice.

(2) After the first 60 days following adoption of this section, a fine not exceeding $25.00.

(e) Expiration. This section will remain in effect until January 1, 2029, or until California Vehicle Code section 21214.7 expires, whichever occurs later. This section will have no force or effect upon expiration.

§ 5-7 Enforcement and Education Program.

(a) Authorization to enforce. A peace officer or any City employee tasked with enforcing traffic laws and regulations is authorized to enforce this Chapter. The City Manager may designate others to enforce this chapter. Such persons will be considered “Enforcement Officers” within the meaning of Chapter 1A of this Code.

(b) Alternative penalty. In lieu of a fine or administrative penalty, as authorized by this code, and in lieu of filing charges in any court having jurisdiction over a violation, the police chief—or his or her designee—may allow a violator of this Chapter to complete a police department-approved safety course for bicycles, nonmotorized vehicles, and/or mobility devices.

§ 5-8 Violations.

(a) Pursuant to Government Code section 53069.4, an Enforcement Officer may issue an

administrative citation for any violation of this Chapter. Prior notice of violation is not a prerequisite to the issuance of an administrative citation under this Chapter.

(b) A person is guilty of a separate offense for each and every violation of this Chapter that person commits, causes, permits, or allows to occur, exist, or continue.

(c) Any person, irrespective of age, found in violation of any provision of this Chapter may be issued an administrative citation in accordance with the provisions of this Chapter.

(d) Every parent, guardian, or other person who has the legal care, custody, or control of any person under the age of 18 years, and who knows, or reasonably should know, that a minor is in violation of this Chapter, is subject to the issuance of an administrative citation.

(e) Every parent, guardian, or other person will be held jointly and severally liable for all fines, fees, penalties, and storage costs, as described in section 5-9.

(f) Nothing in this Chapter is intended to limit any of the penalties provided for under the Health and Safety Code, Penal Code, or other sections of this Code.

§ 5-9 Seizure of Bicycles, Mobility Devices, and Nonmotorized Vehicles.

(a) Purpose. The purpose of the seizure and impound of bicycles, mobility devices, and nonmotorized vehicles, when operated without due regard or recklessly, is to remove property that jeopardizes public safety and convenience and prevent the impediment of traffic.

(b) In addition to any fines or penalties authorized by this Chapter, the Chief of Police or designee may seize any bicycle, mobility device (including Class 1, 2, or 3 electric bicycles), or nonmotorized vehicle when the operator has been cited for:

(1) reckless operation in violation of this Chapter or the California Vehicle Code; or

(2) failure to exercise due regard, as defined in section 5-3, for the safety of persons or property.

(c) In addition to any fines or penalties authorized by this Chapter, the Chief of Police or designee may seize any bicycle, mobility device (including Class 1, 2, or 3 electric bicycles), or nonmotorized vehicle when the operator has three or more violations of this Chapter within a twelve (12) month period.

(d) Procedure. Pursuant to authority granted by state law, recklessly operating or failing to exercise due regard, in violation of this Code, is a public nuisance and may be abated by the City. The seizing officer must provide written notice to the operator or owner at the time of seizure, identifying the reason for seizure, the location where the bicycle, mobility device, or nonmotorized vehicle is stored, and procedures for retrieval. The bicycle, mobility device, or nonmotorized vehicle may be retained as evidence until final adjudication of the criminal citation or complaint, and will be released to the lawful owner upon presentation of proof of ownership.

(e) This section should not be construed to conflict with state law or to authorize impoundment in circumstances preempted by the California Vehicle Code.

(f) A storage fee will accompany the seizure of a bicycle, mobility device, or nonmotorized vehicle in an amount to be established by resolution of the City Council. Storage fees will accrue daily until retrieval.

§ 5-10 Penalty.

(a) Any person violating any of the provisions of this Chapter is guilty of an infraction and, upon conviction, will be punished by a fine. Any violation may also be subject to civil penalties and any other legal remedy provided in this Code or state law. Each violation described in this Chapter may be charged as a separate count for each occurrence. Fines may increase for repeat violations within a 12-month period.

(1) A fine shall not exceed $50 for a first violation.

(2) A fine shall not exceed $100 for a second violation.

(3) A fine shall not exceed $200 for each additional violation.

(b) Enforcement for minors under the age of 12. Pursuant to section 5-6, a minor convicted of an infraction for a violation of this section shall be punished as follows:

(1) For the first 60 days after adoption of this section, a warning notice.

(2) After the first 60 days following adoption of this section, a fine not exceeding $25.00.

§ 5-11 Exceptions.

(a) Public agency personnel. Notwithstanding any other provision of this Chapter, or any other section of this Code, City and public agency personnel may operate mobility devices or other vehicles at any place in the City in the performance of their official duties.

(b) Persons with Disabilities. Nothing in this Chapter will apply to or restrict the lawful use of wheelchairs or other assistive mobility devices by persons with disabilities, as protected under the Americans with Disabilities Act (42 U.S.C. §12101 et seq.), the Rehabilitation Act (29 U.S.C. §794), or California Civil Code section 54 et seq.

§ 5-12 Appeals.

A citation or impound fee issued for failure to comply with the provisions of this section may be appealed pursuant to procedures established in section 1A-9 of this Code.

§ 5-13 Severability.

If any portion of this Chapter, or its application to particular persons or circumstances, is held to be invalid or unconstitutional by a final decision of a court of competent jurisdiction, or due to the expiration of authority by state law, the decision will not affect the validity of the remaining portions of this Chapter or the application of the Chapter to persons or circumstances not similarly situated.

CITY of ESCONDIDO

FUTURE AGENDA

7/1/2026 - NO MEETING

7/8/2026 - NO MEETING

7/15/2026 - NO MEETING

7/22/2026 - NO MEETING