



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 13, 2023

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

5:00 PM - Regular Session

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR

Dane White

DEPUTY MAYOR

Joe Garcia (District 2)

COUNCILMEMBERS

Consuelo Martinez (District 1)

Christian Garcia (District 3)

Michael Morasco (District 4)

CITY MANAGER

Sean McGlynn

CITY ATTORNEY

Michael McGuinness

CITY CLERK

Zack Beck

HOW TO WATCH

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

In Person



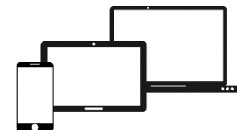
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.org



CITY *of* ESCONDIDO

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WEDNESDAY, SEPTEMBER 13, 2023

HOW TO PARTICIPATE

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

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



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

ASSISTANCE PROVIDED

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





CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 13, 2023

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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CLOSED SESSION

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

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

ADJOURNMENT



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 13, 2023

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

PROCLAMATIONS

Gifts 2 Help Day, September 18, 2023

California Native American Day, September 22, 2023

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

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CONSENT CALENDAR

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

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



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 13, 2023

2. APPROVAL OF WARRANT REGISTER (COUNCIL) -

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

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

Staff Recommendation: Approval (Finance Department: Christina Holmes)

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

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

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

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

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

Presenter: Jeff Sargis, Deputy Fire Chief

a) Resolution No. 2023-105

6. 2024 HOLIDAY SCHEDULE

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

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2023-116



CITY of ESCONDIDO

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

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

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2023-127

8. FINAL MAP UNDER CONSIDERATION FOR APPROVAL

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

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

Presenter: Julie Procopio, City Engineer

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

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

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

Presenter: Julie Procopio, City Engineer

a) Resolution No. 2023-124



CITY of ESCONDIDO

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

Request the City Council adopt Resolution No. 2023-119 authorizing the Fleet Services Division of the Public Works Department to purchase one (1) Caterpillar 930M Wheel Loader from Hawthorne Machinery of San Diego, California, in the amount of \$302,471.49 by utilizing a cooperative purchase agreement through Sourcewell, Contract No. 032119-CAT, and approving the disposal of the surplus equipment via auction.

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

Presenter: Jeramiah Jennings, Fleet Maintenance Superintendent

a) Resolution No. 2023-119

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

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

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

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

a) Resolution No. 2023-128

12. SCHOOL RESOURCE OFFICER AGREEMENT

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

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

Presenter: Edward Varso, Chief of Police

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



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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

Request the City Council Receive and File an updated project description for the Economic Development Work Plan Business Support Capital Improvement Project.

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

Presenter: Pedro Cardenas, Management Analyst

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

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

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

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

PUBLIC HEARING

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

Request the City Council adopt Ordinance No. 2023-12, authorizing the Mayor to execute, on behalf of the City, a First Amendment to Development Agreement approving a two-year Extension of Time for the 661 Bear Valley Parkway Development Agreement.

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

Presenter: Ivan Flores, Associate Planner

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



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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CURRENT BUSINESS

16. REVIEW OF CAMPAIGN CONTRIBUTION LIMITS

Request the City Council review campaign contribution limits and related campaign control amendments.

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

Presenter: Zack Beck, City Clerk

FUTURE AGENDA

17. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, October 11, 2023	4:00 & 5:00 PM	Regular Meeting, <i>Council Chambers</i>
Wednesday, October 18, 2023	4:00 & 5:00 PM	Regular Meeting, <i>Council Chambers</i>



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 13, 2023

SUCCESSOR AGENCY

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



Consent Item No. 1

September 13, 2023

A F F I D A V I T S

O F

I T E M

P O S T I N G –

- PL23-0270: EXTENSION OF TIME FOR 661 BEAR VALLEY DEVELOPMENT AGREEMENT



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, September 13, 2023**, to consider the item listed below:

PL23-0270: EXTENSION OF TIME FOR 661 BEAR VALLEY DEVELOPMENT AGREEMENT

REQUEST: The applicant has requested an Extension of Time for a Development Agreement associated with SUB15-0002, PHG15-0004, and ENV15-0001 (Bear Valley Parkway Development). The Extension of Time is to extend the term of the Development Agreement by another two (2) years while the applicant finalizes permits for the Final Map, Grading Permit, and other post-entitlement permits related to the Project.

PROPERTY SIZE AND LOCATION: The Project site is located on the east side of Bear Valley Parkway and is at the intersection of Encino Drive and Bear Valley Parkway, and is addressed at 661 Bear Valley Parkway (APNs: 237-131-01-00 and 237-131-02-00)

ENVIRONMENTAL STATUS: On August 22, 2018, the City Council adopted the CEQA Findings of Fact and the Mitigation Monitoring and Reporting Program per City Council Resolution No. 2018-120, and certified the Final Environmental Impact Report (SCH No. 2016111060). The Project is for an extension of time for a previously analyzed Development Agreement. No further environmental analysis is required as no additional impacts are anticipated from the requested Extension of Time.

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.

PLANNING COMMISSION RECOMMENDATION: On August 22, 2023, the Planning Commission recommended approval of the Project on a 7 – 0 vote.

PREVIOUS CITY ACTIONS: The Project was approved by the City Council on August 22, 2018.

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/> on or around Thursday, September 7, 2023. **For additional information, please contact Ivan Flores, Associate Planner, 760-839-4529, or via email at iflores@escondido.org, and refer to Case No. PL23-0270.**

DocuSigned by:

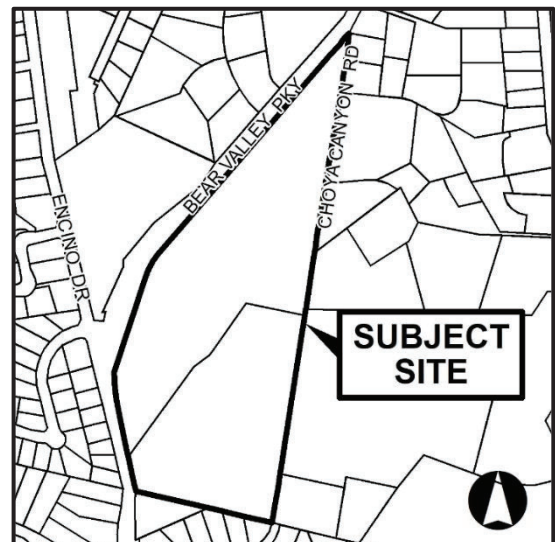
Zack Beck

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Zack Beck, City Clerk

DATED: August 31, 2023

**Published in THE ESCONDIDO TIMES-ADVOCATE:
08/31/23**





STAFF REPORT

September 13, 2023

File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER (COUNCIL)

DEPARTMENT

Finance

RECOMMENDATION

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

376072 – 376190 dated August 09, 2023

376191 – 376442 dated August 16, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

FISCAL ANALYSIS

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

August 03 – August 09, 2023, is \$463,832.26

August 10 – August 16, 2023 is \$3,606,654.57

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

ORAL COMMUNICATIONS

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CLOSED SESSION

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

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

- a. Property: 272 Via Rancho Pkwy., Escondido (North County Mall)
- b. Agency Negotiator: Sean McGlynn, City Manager or designee
- c. Negotiating Parties: Steerpoint Capital and affiliates
- d. Under Negotiation: Price and Terms of Ground Lease

ADJOURNMENT

Mayor White adjourned the meeting at 4:37 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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FLAG SALUTE

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CALL TO ORDER

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

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

Nancy Burian – Thanked the City for hosting the Gold Star Families Public Forum with Congressman Issa and expressed concern regarding the homelessness issue in Escondido.

CONSENT CALENDAR

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

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

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

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

- 375634 - 375871 dated July 26, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. **APPROVAL OF MINUTES: None**



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

5. NOTICE OF COMPLETION FOR THE W 7TH AVENUE AND S BROADWAY WATER MAIN REPLACEMENT PROJECT

Request the City Council adopt Resolution No. 2023-99, authorizing the Deputy City Manager / Director of Utilities to file a Notice of Completion for the W 7th Avenue and S Broadway Water Main Replacement Project ("Project"). (File Number 0600-95)

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

Presenter: Angela Morrow, Deputy Director of Utilities

a) Resolution No. 2023-99

6. AWARD CONTRACT FOR CONSTRUCTION OF THE WASHINGTON PARK FUTSAL SOCCER COURTS

Request the City Council adopt Resolution No. 2023-88 awarding a construction contract to Ace Electric, Inc., determined to be the lowest responsible and responsive bidder, approving the budget adjustment request, and authorizing the Mayor on behalf of the City, to execute a Public Improvement Agreement in the amount of \$334,000 for construction of the Washington Park Futsal Soccer Courts ("Project"). (File Number 0600-10; A-3470)

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Development Services Director, and Julie Procopio, City Engineer)

Presenter: Julie Procopio, City Engineer

a) Resolution No. 2023-88

7. REJECT ALL BIDS FOR THE 2023 STREET MAINTENANCE PROJECT - PHASE 2

Request the City Council adopt Resolution No. 2023-106, rejecting all bids for the 2023 Street Rehabilitation and Maintenance Project – Phase 2 ("Project"), and authorizing staff to re-bid the project. (File Number 0470-45)

Staff Recommendation: Approval (Development Services Department: Julie Procopio, City Engineer)

Presenter: Marissa Padilla, Associate Engineer

a) Resolution No. 2023-106



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

8. ON-CALL BUILDING SERVICES CONTRACT AWARDS

Request the City Council adopt Resolution No. 2023-108, authorizing the Mayor to execute, on behalf of the City, a Consulting Agreement with Interwest Consulting Group, Inc., a Colorado corporation, for three-years with one (1) option to extend the Consulting Agreement for one (1) year. Request the City Council adopt Resolution No. 2023-109, authorizing the Mayor to execute, on behalf of the City, a Consulting Agreement with NV5, Inc., a California corporation, for three-years with one (1) option to extend the Consulting Agreement for one (1) year; and approve a budget adjustment request in the amount of \$529,430 for professional services for dedicated building inspection services for the Palomar Heights project. (File Number 0600-10; A-3471-A; 0600-10; A-3471-B)

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services)

Presenter: Andrew Firestine, Director of Development Services

a) Resolution No. 2023-108

b) Resolution No. 2023-109

9. TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED June 30, 2023

Request the City Council approve the Quarterly Investment Report for the quarter ended June 30, 2023. (File Number 0400-85)

Staff Recommendation: Approval (City Treasurer's Office: Douglas Shultz, City Treasurer)

Presenter: Douglas Shultz, City Treasurer

10. FISCAL YEAR 2022/23 PAUL COVERDELL FORENSIC IMPROVEMENT PROGRAM GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2023-104 authorizing the Chief of Police or his designee to accept a FY 2022-23 California Office of Emergency Services (CalOES) Paul Coverdell Forensic Science Improvement Program Grant in the amount of \$52,446; execute all documents necessary for the management and completion of the grant scope; and authorize the necessary budget adjustment needed to spend grant funds. (File Number 0480-70)

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

Presenter: Edward Varso, Chief of Police

a) Resolution No. 2023-104



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

PUBLIC HEARINGS

11. PHG20-0033/PL22-0216 – AN APPEAL OF THE PLANNING COMMISSION’S DECISION TO DENY A CONDITIONAL USE PERMIT AND GRADING EXEMPTION FOR THE CONSTRUCTION OF A 45-BED LICENSED RESIDENTIAL CARE FACILITY

Request the City Council adopt Resolution No. 2023-103, granting the appeal of the Planning Commission’s decision to deny the Conditional Use Permit and Grading Exemption for the construction of a 45-bed Licensed Residential Care Facility. (File Number 0120-15)

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services)

Presenter: Ivan Flores, Associate Planner

a) Resolution No. 2023-103

Kamilah Brown – Expressed opposition to the item.

Chancellor Brown – Expressed opposition to the item.

Josh Vierra – Expressed opposition to the item.

Lisa Duncan – Expressed opposition to the item.

Chad Brittan – Expressed opposition to the item.

Nancy Brittan – Expressed opposition to the item.

Patti Smith – Expressed opposition to the item.

Joseph Porter – Expressed opposition to the item.

Connie Howes – Expressed opposition to the item.

Anthony Manzo – Expressed opposition to the item.

David Woelke – Expressed opposition to the item.

David Woelke Jr. – Expressed opposition to the item.

Alta Woelke – Expressed opposition to the item.

Kiera Murphy – Expressed opposition to the item.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

David Ruscetta – Expressed opposition to the item.

Tamara Singler – Expressed opposition to the item.

James Singler – Expressed opposition to the item.

Harry Brittan – Expressed opposition to the item.

Ken Smith – Expressed opposition to the item.

Rick Runnell – Expressed opposition to the item.

Jack Schaefer – Expressed opposition to the item.

Lee Struss – Expressed opposition to the item.

Amare Rivera – Expressed opposition to the item.

Cynthia Jesch – Expressed opposition to the item.

Cherese Brown – Expressed opposition to the item.

Amare Rivera – Expressed support for the item.

John Beery – Expressed support for the item.

Leslie Wang – Expressed support for the item.

Motion to deny the appeal: J. Garcia; Second: White; Approved: 3-2 (Morasco, C. Garcia – No)

12. PL23-0109 – DOWNTOWN SPECIFIC PLAN TEXT AMENDMENT

Request the City Council adopt Ordinance No. 2023-11 amending the list of permitted uses within the Downtown Specific Plan to allow “All types of eating establishments providing meal service from an on-site operating commercial-grade kitchen, and / or dessert service from an on-site operating commercial-grade freezer/refrigerator facility with, or without, incidental sale of alcohol (including micro-breweries and outdoor dining, but with no drive-through), with no live amplified entertainment or dancing” within the Creekside Neighborhood District. (File Number 0810-20)

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services)

Presenter: Ivan Flores, Associate Planner



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

a) Ordinance No. 2023-11 (First Reading and Introduction)

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

CURRENT BUSINESS

13. CAMPAIGN CONTRIBUTION UPDATE

Request the City Council receive and file an update on campaign contribution regulations in the State of California. (File Number 0640-40)

Staff Recommendation: Receive and File (City Clerk's Office: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk

Mayor White moved this item to a future date.

14. PUBLIC COMMENT POLICY

Request the City Council consider and provide direction to staff regarding the City of Escondido's ("City") current public comment policy. (File Number 0610-90)

Staff Recommendation: Provide Direction (City Clerk's Office: Zack Beck)

Presenter: Zack Beck, City Clerk

a) Resolution No. 2023-111R

Maria Wallace – Expressed concern with moving "oral communications" to the end of the meeting.

Chris Nava – Expressed concern with moving "oral communications" to the end of the meeting.

Rosette Garcia – Expressed concern with modifying the current public comment policy.

Georgine Tomasi – Expressed concern with modifying the current public comment policy.

Ana Marie Velasco – Expressed concern with modifying the current public comment policy.

Janet Seeley – Expressed concern with modifying the current public comment policy.

Laura Hunter – Expressed concern with moving "oral communications" to the end of the meeting.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Pam Albergo – Expressed concern with moving “oral communications” to the end of the meeting.

Betsy Byrnes – Expressed concern with moving “oral communications” to the end of the meeting.

Linda Schaefer – Expressed concern with moving “oral communications” to the end of the meeting.

Patricia Borchmann – Expressed concern with moving “oral communications” to the end of the meeting.

Joseph Randolph – Expressed concern with moving “oral communications” to the end of the meeting.

Brian Baxley – Expressed concern with moving “oral communications” to the end of the meeting.

Aisha Wallace-Palomares – Expressed concern with moving “oral communications” to the end of the meeting.

Mark Wallace – Expressed concern with moving “oral communications” to the end of the meeting.

Joanne Tenney – Expressed concern with moving “oral communications” to the end of the meeting.

Barbara Servatka – Expressed concern with moving “oral communications” to the end of the meeting.

Andrew Thomas – Expressed concern with moving “oral communications” to the end of the meeting.

Steve Thorne – Expressed concern with moving “oral communications” to the end of the meeting.

Richard Miller – Expressed concern with moving “oral communications” to the end of the meeting.

Motion to no longer read electronic public comments and not permit audio/visual support for the public comments: White; Second: Morasco; Failed: 2-3 (J. Garcia, C. Garcia, Martinez – No)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Motion to continue reading electronic public comments and not permit audio/visual support for the public comments: Martinez; Second: C. Garica; Approved: 4-1 (White – No)

15. **DESIGNATION OF VOTING DELEGATE – LEAGUE OF CALIFORNIA CITIES CONFERENCE**

Request the City Council designate the Voting Delegate and up to two alternates for the League of California Cities Annual Conference in Sacramento, California on September 20-22, 2023. (File Number 0130-10)

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

Presenter: Zack Beck, City Clerk

Motion to appoint C. Garcia as the Voting Delegate, Garcia as first alternate and Martinez as second alternate: J. Garcia; Second: Martinez; Approved: 5-0

FUTURE AGENDA

16. **FUTURE AGENDA**

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

ORAL COMMUNICATIONS

Bryant Rumbaugh – Encouraged the Council to pay attention to an upcoming announcement from Mike Lindell.

ADJOURNMENT



CITY *of* ESCONDIDO

COUNCIL MEETING MINUTES

Mayor White adjourned the meeting at 7:18 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

None.

CLOSED SESSION

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

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



CITY *of* ESCONDIDO

COUNCIL MEETING MINUTES

ADJOURNMENT

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

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

Mobilehome Rent Review Board

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

PROCLAMATION

National Preparedness Month

CLOSED SESSION REPORT

None.

ORAL COMMUNICATIONS

Neil Sholander – Requested the Council do more to retain City employees.

Carrie Selby – Requested the Council do more to retain City employees.

Mimi Van Kuhnert – Thanked the City for doing its part to address the fentanyl crisis.

Ralph Ginese – Requested the Council do more to retain City employees.

CONSENT CALENDAR

Motion to approve the Consent Calendar except item 6: Martinez; Second: Morasco; Approved: 5-0.

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

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

- 375872 – 376071 dated August 02, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. **APPROVAL OF MINUTES: Regular Meeting of August 9, 2023**

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

5. **APPROVAL OF AN ASSOCIATE MEMBER AGREEMENT WITH UNDERGROUND SERVICE ALERT OF CALIFORNIA**

Request the City Council adopt Resolution No. 2023-97, authorizing the Mayor to execute an agreement with Underground Service Alert of Southern California. (File Number 0600-10; A-3472)

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

Presenter: Joe Goulart, Director of Public Works

a) Resolution No. 2023-97

6. **APPROVE THE ADDITION OF TWO TEMPORARY (GRANT-FUNDED) PROJECT MANAGER POSITIONS TO THE FISCAL YEAR 23/24 OPERATING BUDGET AND THE ASSOCIATED BUDGET ADJUSTMENT**

Request the City Council adopt Resolution No. 2023-107 authorizing the addition of two temporary (grant-funded) Project Manager positions to the Fiscal Year 23/24 Operating Budget and approve the associated budget adjustment for completion of time sensitive capital improvement projects. (File Number 0480-70)

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services and Julie Procopio, City Engineer)

Presenter: Julie Procopio, City Engineer

a) Resolution No. 2023-107

Rick Paul – Requested that the environmental study for the El Caballo Park Project proceed with respect to this item.

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

7. \$107,296 CALIFORNIA LIBRARY LITERACY SERVICES ENGLISH AS A SECOND LANGUAGE GRANT

Request the City Council adopt Resolution No. 2023-110 authorizing the City Manager to receive grant funds of \$107,296 and execute, on behalf of the City, grant-related documents necessary for implementation of English as a Second Language services. (File Number 0480-70)

Staff Recommendation: Approval (Communications & Community Services Department: Joanna Axelrod, Deputy City Manager/Director of Communications)

Presenter: Dan Wood, Senior Librarian of Youth and Literacy Services

a) Resolution No. 2023-110

8. APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE OFFICER THOMAS D. PUGH

Request the City Council adopt of Resolution No. 2023-23, approving the California Public Employees' Retirement System ("CalPERS") Industrial Disability Retirement for Police Officer Thomas D. Pugh. (File Number 0170-57)

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2023-23

9. SECOND AMENDMENT TO CELL TOWER LEASE AGREEMENT WITH CELLCO PARTNERSHIP, DBA VERIZON WIRELESS

Request the City Council approve Resolution No. 2023-117, authorizing the Mayor to execute a Second Amendment to the Lease Agreement with Cellco Partnership, dba Verizon Wireless, for continued use of the City owned property located at 1225 Hubbard Avenue, for a cellular tower and telecommunication equipment. (File Number 0600-10; A-3461-1)

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

Presenter: Vince McCaw, Real Property Manager

a) Resolution No. 2023-117



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, RETAINING THE EXISTING SPEED LIMIT ON FOUR STREET SEGMENTS

Approved on August 9, 2023 with a vote of 5/0.

a) Ordinance No. 2023-09 (Second Reading and Adoption)

PUBLIC HEARING

11. SHORT-FORM RENT INCREASE APPLICATION FOR CAREFREE RANCH MOBILEHOME PARK (FILE NO. 0697-20-10330)

Request the Rent Review Board adopt Resolution No. RRB 2023-94, authorizing a rent increase for Carefree Ranch Mobilehome park. (File Number 0697-20)

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services)

Presenter: Holly Nelson, Housing & Neighborhood Services Manager

a) Resolution No. RRB 2023-94

Jim Younce – Expressed support for this item.

Tamera Kohler – Expressed opposition to this item.

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

CURRENT BUSINESS

12. HOUSING ACCELERATION PROGRAM GRANT APPLICATION

Request the City Council adopt Resolution No. 2023-112, authorizing the City to submit a San Diego Association of Governments (“SANDAG”) Housing Acceleration Program (“HAP”) grant application for the purposes of implementing the City’s adopted housing element for the sixth cycle planning period. (File Number 0430-20)

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Presenter: Veronica Morones, Principal Planner

a) Resolution No. 2023-112

Item pulled from the agenda.

13. PUBLIC ART COMMISSION APPOINTMENTS

Request the City Council consider and vote on the Mayor's appointments to serve on the Public Art Commission: Terri Ryan and Juan Vargas. (File Number 0120-10)

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

Presenter: Mayor Dane White

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

WORKSHOP

14. TRANSPORTATION SAFETY UPDATE

Request the City Council receive a presentation and hold a workshop to discuss transportation safety. (File Number 1050-45)

Staff Recommendation: Receive and File (Development Services Department: Andrew Firestine and Police Department: Edward Varso)

Presenter: Edd Alberto, City Traffic Engineer

No Council action required for this item.

FUTURE AGENDA

15. FUTURE AGENDA

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

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

Morasco – Review of campaign contribution limits.

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

ORAL COMMUNICATIONS

None.

ADJOURNMENT

Mayor White adjourned the meeting at 6:12 p.m.

MAYOR

CITY CLERK



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

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

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

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

RECOMMENDATION

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

Respectfully Submitted,

Zack Beck
City Clerk



STAFF REPORT

September 13, 2023

File Number 0480-70

SUBJECT

FY 2022 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM AWARD AND BUDGET ADJUSTMENT

DEPARTMENT

Fire Department

RECOMMENDATION

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

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

Presenter: Jeff Sargis, Deputy Fire Chief

FISCAL ANALYSIS

This is a reimbursable, cost-sharing grant. The FEMA AFG award will contribute \$104,992.72 towards the refurbishment to the source exhaust systems at the seven fire stations. The Fire Department's FY 2023-24 operating budget will be used to pay the local matching amount of \$10,499.28 (10%).

PREVIOUS ACTION

The Fire Department has been awarded previous grants under the AFG and Council has previously authorized staff to accept AFG funds for the following items:

- FY04 - Installation of diesel exhaust removal systems in all stations and upgrades for EKG monitors
- FY05 - Purchase of firefighter safety clothing
- FY06 - Implementation of a Firefighter Wellness and Fitness Program
- FY07 - Purchase of EMS training manikins
- FY08 - Purchase of a decontamination unit and carbon monoxide pulse oximeters
- FY09 - Purchase of intraosseous infusion systems and a thermal imaging camera
- FY10 - Purchase of structural firefighting pants and jackets and high-pressure carbon fiber breathing apparatus cylinder and valve assemblies
- FY11 - Purchase of P25 compliant portable and mobile radios and fire helmets



CITY of ESCONDIDO

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- FY12 - Purchase of EKG Monitors
- FY14 - Purchase of Self-Contained Breathing Apparatus
- FY20 - Purchase of EKG Monitors
- FY21 – Purchase of fire hose

BACKGROUND

In February of 2023, the Escondido Fire Department submitted an AFG application to request funds to refurbish our aging source exhaust removal systems in all seven fire stations.

Diesel engine exhaust emissions in fire stations expose firefighters to health risks, including certain types of cancers as well as pulmonary and cardiac diseases.

Source exhaust removal systems are the most effective way to capture exhaust gases and airborne particulates.

The exhaust systems act like an extension of a vehicle's exhaust system tailpipe and send exhaust to the outdoors. Newer, properly functioning equipment will reduce the exhaust created by the numerous trips in and out of the apparatus bays.

The current systems were installed in 2009 and have reached the end of their service life. With the assistance of AFG grant funds, the refurbishment will include the purchase of new hose sections, metal elbows, balancer locking cables and new magnetic exhaust pipe attachments. The current pipe attachments are pneumatic and prone to failure. The new magnetic attachments will secure a tighter hold and thus reduce the number of escaped contaminants.

RESOLUTIONS

- a. Resolution No. 2023-105

ATTACHMENTS

- a. Attachment "1" – Budget Adjustment

RESOLUTION NO. 2023-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE FIRE CHIEF TO ACCEPT, ON BEHALF OF THE CITY, THE FY 2022 ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF \$104,992.72; EXECUTE ALL NECESSARY GRANT DOCUMENTS; AND AUTHORIZE THE NECESSARY BUDGET ADJUSTMENT

WHEREAS, the City of Escondido desires to refurbish the source capture exhaust systems at each fire station; and

WHEREAS, the Escondido Fire Department have designated the FY 2022 Assistance to Firefighters Grant to address this goal; and

WHEREAS, the FY 2022 Assistance to Firefighters Grant Program has designated \$104,992.72 to be awarded to the City of Escondido for this purpose.

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 Fire Chief of the City of Escondido to accept the FY 2022 Assistance to Firefighters Grant in the amount of \$104,992.72 and execute all documents necessary for the management and completion of the grant scope, including any extensions and amendments thereof.
3. That the City Council hereby also approves and authorizes the necessary budget adjustment needed to establish a new project number for tracking and spending of grant funds.



BUDGET ADJUSTMENT REQUEST

Department:	Fire	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Laura Costello	
City Council Meeting Date: (attach staff report)	September 13, 2023	

EXPLANATION OF REQUEST

A budget adjustment is needed to spend FY2022 Assistance to Firefighters Grant funds to upgrade the source exhaust systems at each fire station.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Assistance to Firefighters Grant	451-AFG22	104,992.72	
Federal Funding	4128-451-AFG22	104,992.72	

APPROVALS

DocuSigned by: DC8BB8E97011433...	8/10/2023	DocuSigned by: 99A33925FA6B449...	8/10/2023
DEPARTMENT HEAD	DATE	FINANCE	DATE



STAFF REPORT

September 13, 2023
File Number 0700-80

SUBJECT

2024 HOLIDAY SCHEDULE

DEPARTMENT

Human Resources

RECOMMENDATION

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

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

Presenter: Jessica Perpetua, Director of Human Resources

FISCAL ANALYSIS

None.

PREVIOUS ACTION

Each year the City Council adopts a resolution, as required by State law, to designate the days that City offices will be closed for holiday observances.

BACKGROUND

Holidays are considered to be an employee benefit and are, therefore, a part of the negotiation process with our various bargaining units. At this time there are ten recognized holidays during each year.

RESOLUTIONS

- a. Resolution No. 2023-116

ATTACHMENTS

- a. Resolution 2023-116
- b. Resolution 2023-116 Exhibit "A"

RESOLUTION NO. 2023-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, DESIGNATING HOLIDAYS ON
WHICH CITY OFFICES SHALL BE CLOSED FOR THE
CALENDAR YEAR 2024

WHEREAS, Section 6700 of the California Government Code designates days that are holidays in the State of California ("State"); and

WHEREAS, Section 6702 of the California Government Code provides that City of Escondido ("City") offices shall be closed on designated State holidays unless otherwise provided by the City; and

WHEREAS, the City Council desires and deems it to be in the best public interest to designate those holidays on which City offices will be closed.

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 public offices of the City shall be closed on the following dates set forth in Exhibit "A" which is attached to this Resolution and incorporated by this reference.

City Recognized Holidays Year 2024

New Year's Day	Monday, January 1, 2024
Martin Luther King Day	Monday, January 15, 2024
Presidents' Day	Monday, February 19, 2024
Memorial Day	Monday, May 27, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Veterans' Day	Monday, November 11, 2024
Thanksgiving Day	Thursday, November 28, 2024
Day after Thanksgiving	Friday, November 29, 2024
Christmas Day	Wednesday, December 25, 2024

In addition to the above, the following facilities also have these modified hours:

Library

- Friday, September 13: closed for staff training
- Wednesday, November 27: close @ 5 p.m.
- Tuesday, December 24: close @ 5 p.m.
- Tuesday, December 31: close @ 5 p.m.

East Valley Community Center

- Sunday, March 31: closed
- Thursday, October 31: close @ 5 p.m.
- Wednesday, November 27: close @ 3 p.m.
- Monday, December 23, 2024 - Sunday, January 5, 2025: closed for floor and carpet maintenance

Escondido Sports Center

- Closed during inclement weather.
- Monday, January 15: open
- Monday, February 19: open
- Sunday, March 31: closed
- Thursday, October 31: open, 3 – 7 p.m.
- Monday, November 11: open
- Wednesday, November 27: open, 3 – 7 p.m.
- Friday, November 29: open, 3 – 7 p.m.
- Tuesday, December 24: closed

- *Tuesday, December 31: closed*

Park Avenue Community Center

- *Sunday, March 31: closed*
- *Wednesday, November 27: close @ 3 p.m.*
- *Tuesday, December 24: close @ 3 p.m.*
- *Tuesday, December 31: close @ 3 p.m.*



STAFF REPORT

September 13, 2023

File Number 0170-57

SUBJECT

APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE OFFICER OMAR MONDRAGON

DEPARTMENT

Human Resources

RECOMMENDATION

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

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

Presenter: Jessica Perpetua, Director of Human Resources

FISCAL ANALYSIS

None.

PREVIOUS ACTION

None.

BACKGROUND

Mr. Mondragon filed for Industrial Disability Retirement on July 13, 2023, as a 42-year-old Police Officer. He has been employed by the City of Escondido since September 2014. The basis for Mr. Mondragon's Industrial Disability Retirement application is confirmed by medical reports from Dr. James Fait. Mr. Mondragon's condition is orthopedic in nature (right shoulder/bicep/pectoralis). Accordingly, Mr. Mondragon is incapacitated within the meaning of the Public Employee's Retirement Law for performance of his usual and customary duties in the position of Police Officer.

Under state law, CalPERS requires the City Council to adopt a resolution stating that competent medical evidence supports the granting of an Industrial Disability Retirement. Based on medical evidence, staff recommends the City Council adopt Resolution No. 2023-127, approving the CalPERS Industrial Disability Retirement for Officer Omar Mondragon to be effective September 14, 2023.



CITY *of* ESCONDIDO

STAFF REPORT

RESOLUTIONS

- a. Resolution No. 2023-127

RESOLUTION NO. 2023-127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, APPROVING THE CALPERS
INDUSTRIAL DISABILITY RETIREMENT FOR POLICE
OFFICER OMAR MONDRAGON

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

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

WHEREAS, Omar Mondragon (“Employee”) filed an application with CalPERS on July 13, 2023, for an Industrial Disability Retirement due to an orthopedic injury of the right shoulder/bicep/pectoralis; and

WHEREAS, the Employee, is employed by the City in the position of Police Officer; and

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

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

1. That the above recitations are true.

2. That the City Council does hereby find and determine that Employee is incapacitated within the meaning of the California Public Employees' Retirement Law for performance of his duties in the position of Police Officer.

3. That the City Council certifies Resolution No. 2023-127 in accordance with Government Code Section § 21156, that this determination was made on the basis of competent medical opinion, and was not used as a substitute for the disciplinary process.

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

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

6. That the Employee's retirement date will be effective September 14, 2023, and his last day on paid status is September 13, 2023.

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

8. That the City will make monthly Advanced Disability Pension Payments of \$5,210.75, beginning October 1, 2023, until CalPERS begins making retirement payments. The City will also make a one-time advance disability payment of \$2,952.76, for the remaining seventeen days of September 2023. CalPERS will send the reimbursement check to: City of Escondido Workers' Compensation Department 201 N. Broadway Escondido, CA 92025.

9. That the primary disabling condition is an orthopedic injury to his right shoulder/bicep/pectoralis, and such injury arose out of and in the course of employment.

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

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



STAFF REPORT

September 13, 2023

File Number 0800-10

SUBJECT

FINAL MAP UNDER CONSIDERATION FOR APPROVAL

DEPARTMENT

Development Services Department, Engineering Services

BACKGROUND

The following Final Map has been filed for approval by the City Engineer in accordance with Ordinance 2022-02:

Tract SUB18-0008 at 555 W. Grand Avenue: W Grand Residence Condominiums (33 condominiums)

No materials necessary for this item.



STAFF REPORT

September 13, 2023
File Number 0600-10; A-3473

SUBJECT

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

DEPARTMENT

Development Services

RECOMMENDATION

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

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

Presenter: Julie Procopio, City Engineer

FISCAL ANALYSIS

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

PREVIOUS ACTION

On November 16, 2022, the City Council awarded a contract for Phase 1 of this Project that included replacement of damaged concrete improvements such as curb and gutter, sidewalk, pedestrian ramps, and cross gutters.

On August 16, 2023, the Council adopted Resolution No. 2023-105 rejecting all bids for the 2023 Street Rehabilitation and Maintenance Project – Phase 2, and authorizing staff to re-bid the project.

BACKGROUND

Phase 2 of the Annual Street Maintenance Program Project will rehabilitate pavement, apply crack sealant and surface treatments to extend the life of the pavement, and re-stripe affected streets within the East-North Maintenance Zone, and major and collector streets Citywide. The East-north Maintenance Zone



CITY of ESCONDIDO

STAFF REPORT

includes the area bound by Ash on the west, East Valley Parkway on the south, and City-limits on the north and east. The Project will treat approximately 32 lane miles of pavement, and add or replace 1.66 miles of striping to improve bike lane corridors.

Initial bids received on August 3, 2023 reflected increased costs that ranged from 18% to 83% higher than bids received one year ago. Inflation has continued to substantially increase the cost of road repair and construction. Caltrans has reported an 8% increase in construction costs during the first six months of this year. In response to the bids received, the scope of work for the Project was revised to fit within the budget.

On August 31, 2023, three sealed bids were received in response to the advertised request for bids for the Project. The totals for the three bids submitted are listed below:

Eagle Paving Company, Inc.	\$6,181,000.00
ATP General Engineering Contractors	\$6,281,855.30
TC Construction Company, Inc.	\$7,058,832.70

The lowest bid was within 3% of the Engineer's Estimate of \$6,000,000. Staff recommends that the bid submitted by Eagle Paving Company, Inc. be considered the lowest responsive and responsible bid, and that a contract be awarded in the amount of \$6,181,000.00.

RESOLUTIONS

- a. Resolution No. 2023-124

RESOLUTION NO. 2023-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT FOR THE 2023 STREET REHABILITATION AND MAINTENANCE PROJECT – PHASE 2

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program budget for the Street Maintenance Program; and

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

WHEREAS, pursuant to said notice, three (3) sealed bids for the project were opened and evaluated on August 31, 2023; and

WHEREAS, Eagle Paving Company was determined to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize a Public Improvement Agreement with Eagle Paving Company in the amount of \$6,181,000.00.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Improvement Agreement with Eagle Pacing Company, in a substantially similar form to that which is

attached and incorporated to this Resolution as Exhibit “A”, and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2023 ("Effective Date"),

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

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

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

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the 2022/23 Street Rehabilitation and Maintenance – Phase 2 Project REBID ("Project"), occurring on property located within Escondido, CA 92025 and having various assessor's parcel numbers (APN) ("Property"), as further described herein.

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

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

2. Description and Performance of Work. CONTRACTOR shall furnish all work described in this Project Documents ("Work"). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.
3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of 6,181,000.00 ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy by 93 working days ("Completion Date").

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

5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of \$500 per day for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9),

including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under CONTRACTOR's control and engaged in the Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

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

of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.

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

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

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action,

proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's (including CONTRACTOR's agents, employees, and subcontractors, if any) Work pursuant to this Agreement or its failure to comply with any of its obligations contained herein, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any Work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Bonds.

- a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:
 - (1) *Faithful Performance Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.
 - (2) *Labor and Materials Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.
- b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.
- c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.

- e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.
9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.
10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so ("Cure Period"), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Property, or any portion thereof, and take exclusive possession of the Property or any portion thereof, together with all material and equipment thereon, and may complete the Work or any portion of the Work, either by (i) furnishing the necessary tools, equipment, labor, or materials; or (ii) letting the unfinished portion of the work, or any portion thereof, to another contractor; or (iii) demanding the surety hire another contractor; or (iv) any combination of such methods. The CITY's procuring of the completion of the Work, or the portion of the Work taken over by the CITY, shall be a charge against the CONTRACTOR and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of such charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment if CONTRACTOR fails to pay in full any such cost incurred by the CITY. The permissible charges for any such procurement of the completion of the Work include actual costs and fees incurred to third party individuals and entities (including but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY's employees to the Project.
11. Other Legal Requirements Incorporated. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though such law or clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
13. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
14. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

15. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR, and pursuant to action of the Escondido City Council.
16. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
17. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
18. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
19. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
20. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
21. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
22. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the work under this Agreement. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. Prevailing Wages and Department of Industrial Relations Compliance. Pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages, including but not limited to the keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions. CONTRACTOR shall file the required workers' compensation certificate before commencing work under this Agreement. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the

requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

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

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

EAGLE PAVING COMPANY, INC.

Date: _____

Signature

Name & Title (please print)

Contractor's License No.

Tax ID/Social Security No.

APPROVED AS TO FORM:

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

BY: _____

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



Bond No.: _____
Premium: _____

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and Eagle Paving Company, Inc., a California corporation ("Principal"), have entered into that certain Public Improvement Agreement dated _____ ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the 2022/23 Street Rehabilitation and Maintenance Project – Phase 2 REBID.

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

NOW, THEREFORE, we, the Principal and _____, a _____ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held and firmly bound unto the City of Escondido, a California municipal corporation ("City") in the penal sum of six million one hundred and eighty-one thousand dollars and zero cents (\$6,181,000.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this _____ day of _____, 2023.

Name of Principal

By: _____
Signature of Person Signing on Behalf of Principal

Address of Principal

Name of Person Signing on Behalf of Principal

Title of Person Signing on Behalf of Principal

Name of Surety

By: _____
Signature of Person Signing on Behalf of Surety

Address of Surety

Name of Person Signing on Behalf of Surety

Title of Person Signing on Behalf of Surety

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

APPROVED AS TO FORM:

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

BY: _____



Bond No.: _____
Premium: _____

LABOR AND MATERIALS BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and Eagle Paving Company, Inc., a California corporation ("Principal"), have entered into a that certain Public Improvement Agreement dated _____ ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the 2022/23 Street Rehabilitation and Maintenance Project – Phase 2 REBID.

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

NOW, THEREFORE, the Principal and _____, a _____ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of six million one hundred and eighty-one thousand dollars and zero cents (\$6,181,000.00), lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the

specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this _____ day of _____, 2023.

Name of Principal

By: _____
Signature of Person Signing on Behalf of Principal

Address of Principal

Name of Person Signing on Behalf of Principal

Title of Person Signing on Behalf of Principal

Name of Surety

By: _____
Signature of Person Signing on Behalf of Surety

Address of Surety

Name of Person Signing on Behalf of Surety

Title of Person Signing on Behalf of Surety

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

APPROVED AS TO FORM:

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

BY: _____



STAFF REPORT

September 13, 2023,
File Number 0600-10; A- 3474

SUBJECT

PURCHASE ONE (1) CATERPILLAR 930M WHEEL LOADER

DEPARTMENT

Public Works Department, Fleet Services Division

RECOMMENDATION

Request the City Council adopt Resolution No. 2023-119 authorizing the Fleet Services Division of the Public Works Department to purchase one (1) Caterpillar 930M Wheel Loader from Hawthorne Machinery of San Diego, California, in the amount of \$302,471.49 by utilizing a cooperative purchase agreement through Sourcewell, Contract No. 032119-CAT, and approving the disposal of the surplus equipment via auction.

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

Presenter: Jeramiah Jennings, Fleet Maintenance Superintendent

FISCAL ANALYSIS

Sufficient funds were budgeted for this equipment purchase in the Street Department Fiscal Year 2024 operating budget in account No. 5209-001-403.

The potential revenue generated by the disposal of the surplus property is unknown until the results of the auction are returned to the City of Escondido ("City"). The funds generated by the auction sale will be deposited into the Fleet Reserve Fund.

BACKGROUND

This purchase is necessary to replace unit No. 3200, a 2008 Caterpillar 930H wheel loader. The existing wheel loader has been in service since 2010, and is being replaced due to reaching the standard service life expectancy of fifteen years, and overall condition. The proposed replacement wheel loader is equipped with the most efficient diesel engine approved by the California Air Resources Board as a Tier 4 Final engine ("T4F"), which will help the City move towards its CAP goals by reducing emissions.

Upon approval from the City Council, one (1) Caterpillar 930M Wheel Loader will be purchased from Hawthorne Equipment of San Diego, California, utilizing a cooperative purchase contract with Sourcewell as allowed per Escondido Municipal Code, Chapter 10, Article 5, Section 10-91, authorizing the purchase of supplies and equipment utilizing cooperative purchase programs.



CITY *of* ESCONDIDO

STAFF REPORT

Pursuant to the Escondido Municipal Code, Chapter 10, Article 7, Section 10-147, City property that is no longer required for public use and is declared as surplus property. The City's current practice of disposing of surplus vehicles and equipment is through public auction. Staff recommends the disposal of the vehicles being replaced by this purchase via public auction with the City-contracted auction company. The list of vehicles to be replaced and auctioned is attached as Exhibit "A" to Resolution No. 2023-119.

RESOLUTIONS

1. Resolution No. 2023-119
2. Resolution No. 2023-119 - Exhibit "A" – Purchase Quote

RESOLUTION NO. 2023-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE PURCHASE ONE (1) CATERPILLAR 930M WHEEL LOADER FROM HAWTHORNE MACHINERY BY UTILIZING A COOPERATIVE PURCHASE AGREEMENT THROUGH SOURCEWELL, AND AUTHORIZING THE DISPOSAL OF THE SURPLUS EQUIPMENT VIA AUCTION

WHEREAS, the Fleet Services Division is replacing one (1) existing 2008 Caterpillar 930H Wheel Loader, Unit No. 3200; and

WHEREAS, staff evaluated the current wheel loader and determined the existing loader has met the standard life expectancy of fifteen (15) years; and

WHEREAS, staff confirmed the need for replacement of the existing wheel loader due to the current age and mechanical condition; and

WHEREAS, sufficient funds are available in the Street Department budget, account No. 5209-001-403, for this wheel loader purchase: and

WHEREAS, staff determined that the Caterpillar 930M was the most efficient and effective wheel loader to replace the existing unit; and

WHEREAS, Caterpillar Inc. of Peoria, Illinois is the manufacturer of the 930M wheel loader; and

WHEREAS, Hawthorne Machinery of San Diego, California, is the local Caterpillar Inc. dealer; and

WHEREAS, Sourcewell conducted a competitive bid process for wheel loaders and Caterpillar Inc. was deemed to be the lowest responsive bidder; and

WHEREAS, the Sourcewell contract for wheel loaders is Contract No. 032119-CAT; and

WHEREAS, the City is utilizing cooperative purchasing with Sourcewell, and as per the Escondido Municipal Code Chapter 10, Article 5, Section 10-91, the City may utilize a cooperative purchase contract, which has been conducted in a competitive manner by the State, County or any other Public or Municipal Agency; and

WHEREAS, staff recommends purchasing one (1) 930M wheel loader from Caterpillar Inc. in the amount of \$302,471.49, which includes sales tax, delivery, and all other associated fees; and

WHEREAS, the existing wheel loader being replaced by this purchase, Unit No. 3200, is deemed surplus property and is no longer required for public use; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to authorize the purchase from Hawthorne Machinery using a cooperative purchase agreement with Sourcewell, Contract No. 032119-CAT; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to accept the recommendations and approve the disposal of existing Unit No. 3200 via public auction.

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 is authorized to approve, on behalf of the City, the Cooperative Purchase agreement through Sourcewell, as allowed per Escondido Municipal Code Chapter 10, Article 5, Section 10-91.

3. That the City Council approves Resolution No. 2023-119 authorizing the Fleet Services Division to purchase one (1) Caterpillar 930M wheel loader from Caterpillar Inc. in the amount of \$302,471.49, which includes sales tax, delivery, operator and mechanic training, and all other fees, as reflected in Exhibit "A" which is attached to this Resolution and incorporated by this reference.

4. That the City Council authorizes the Fleet Services Division to dispose of the surplus equipment, Unit No. 3200, that is being replaced by this purchase via public auction with the City contracted auction company.



Prepared by:
Matt Higgins
858-583-0146

Item 10.

Quote Prepared for City of Escondido
Sourcewell Member #45019 For Contract #032119-CAT 930M
Valid Through September 21, 2023

Machine				
Item #	Description			List Price
930M WHEEL LOADER			1	268,930
TIRES, 20.5R25 MX XHA2 * L3			1	22,240
BUCKET-MP, 2.7 YD3, FUS			1	27,431
QUICK COUPLER, FUSION			1	5,550
CAB, DELUXE			1	5,410
RIDE CONTROL			1	5,340
DIFFERENTIAL, LIMITED SLIP REAR			1	4,040
CTWT, HEAVY, 2668LBS, 5PCS			1	3,540
HYDRAULICS, 3V, CPLR READY, SL			1	3,130
GUARD, POWERTRAIN, LOWER			1	1,850
SEAT, DELUXE			1	1,410
JUMPER LINES, AUX 3RD, FUSION			1	765
RADIO READY, BLUETOOTH, MIC, AUX			1	725
TOOLBOX AUX			1	670
LINES, AUX 3RD, STD LIFT			1	403
ANTIFREEZE, -50C (-58F)			1	361
ENGINE			1	0
HYDRAULICS, STANDARD			1	0
HYDRAULIC OIL, STANDARD			1	0
FENDERS, STANDARD			1	0
PRODUCT LINK, CELLULAR PL641			1	0
ELECTRONICS AR			1	0
POWERTRAIN AR			1	0
HYDRAULIC AR			1	0
INSTALLATION AR			1	0
CHASSIS AR			1	0
LANE 3 ORDER			1	0
LIGHTS, STD HALOGEN			1	0
WEATHER, STANDARD			1	0
PACK, DOMESTIC TRUCK			1	0
PREP PACK, UNITED STATES			1	0
LIGHTS, ROADING, HALOGEN, RH			1	0
SERIALIZED TECHNICAL MEDIA KIT			1	0
STEERING, STANDARD			1	0
ENVIRONMENT, STANDARD			1	0
CAB, DELUXE			1	0
LANE 2 ORDER			1	0
HOOK, BLANK, FUS			1	2,861
HOOK, FLAT BACK, FUSION			1	1,208
			1	
Description				
				Price

Machine Total		\$	355,864.00
Sourcewell Machine Discount	24%	\$	(85,407.36)
Machine Total		\$	270,456.64

Warranty				
				Price
60 MO/ 3000 HR POWERTRAIN + HYDRAULICS + TECH			\$	3,663.00

Warranty Total		\$	3,663
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Machine Preparation				
				Price
Pre Delivery Inspection			\$	2,472.00
Freight to San Diego County			\$	625.00
CONVERT FORKS AND BUCKET TO FUSION				3,500

Machine Preparation Total		\$	6,597.00
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Total		\$	280,716.00
Sales Tax	7.75%	\$	21,755.49
Grand Total		\$	302,471.49



STAFF REPORT

September 13, 2023
File Number 0600-10; A- 3475

SUBJECT

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

DEPARTMENT

Fire and Police Department

RECOMMENDATION

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

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

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

FISCAL ANALYSIS

This action will utilize funding from the City's CIP Budget under the General Capital Projects Fund in the amount of \$1,500,000 and from the Police Department's Operating Budget in the amount of \$73,235.

PREVIOUS ACTION

On October 27, 2021, the City Council approved the request to fund the purchase of a \$1,500,000 new Mobile Command Center (also called a Command Vehicle). After approval, funds were established in the Capital Improvement Projects (CIP) Budget under the General Capital Projects Fund.

BACKGROUND

On October 27, 2021, the City Council approved the request to fund a \$1,500,000 new Mobile Command Center (also called a Command Vehicle) purchase. Funds are currently established in the CIP Budget under the General Capital Projects Fund.

The City of Escondido's proposed Mobile Command Center is intended to provide community safety during events with large crowds, disaster response, and emergency operations. The Mobile Command Center is a large vehicle that can be rapidly deployed and provide advanced technologies for quick and reliable communication. This asset enhances the efficient deployment of personnel and resources to respond to the needs of the community.



CITY *of* ESCONDIDO

STAFF REPORT

Careful research by a team of Police, Fire, Information Systems, and Fleet Department staff members has determined that Wisconsin LDV Inc. (LDV) has the ability and pricing to provide the new Mobile Command Center.

An LDV product allows for regional interoperability because other local municipalities have also used LDV for their mobile command centers. This interoperability enhances mutual aid during large scale events such as wildfires, natural disasters, or mass casualty tragedies.

LDV is the only vendor that can provide a regionally interoperable vehicle that meets the City of Escondido's specific needs. LDV builds its vehicles to the specifications of the buyer. They design, install, and warranty all required components.

The proposed Mobile Command Center will enhance community safety during events with large crowds, disaster response, and emergency operations.

RESOLUTIONS

- A. Resolution No. 2023-128
- B. Resolution No. 2023-128 Exhibit "A"

RESOLUTION NO. 2023-128

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 WINSCONSIN LDV, INC., FOR THE PURCHASE OF A CUSTOM MOBILE COMMAND CENTER AND APPROVING THE UTILIZATION OF MUNICIPAL CODE SECTION 10-102(D) TO PURCHASE A SPECIFIC BRAND OR SPECIALIZED PIECE OF EQUIPMENT

WHEREAS the City of Escondido desires to enhance community safety during events with large crowds, provide disaster response, and be optimally equipped during emergency operations; and

WHEREAS, the Escondido Police and Fire Departments, along with Information Systems and Fleet Department, have carefully researched the functionality of the Mobile Command Vehicle; and

WHEREAS, the team has determined that Wisconsin LDV Inc. has the ability and pricing to provide the Mobile Command Center; and

WHEREAS, the funding for the Mobile Command Vehicle has been established in the CIP Budget under the General Capital Projects Fund; and

WHEREAS, in addition to the \$1,500,000 from the General Capital Projects Fund, \$73,235 will be utilized from the Police Department's FY 2023-24 Operating Budget for a total purchase price of \$1,573,235.

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 purchase of the Custom Mobile Command Center vehicle in the amount of \$1,573,235.

3. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Services Agreement with Wisconsin LDV Inc., which is attached to this Resolution as Exhibit "A" and incorporated by this reference, subject to final approval as to form by the City Attorney

4. That the City Council approves and adopts the authorization from the City Manager to utilize Municipal Code Section 10-102(d) that provides for dispensing with the code's informal and formal procurement procedures when the city manager has declared in writing a specific brand or a specialized piece of equipment is required to meet quality and performance criteria, and a substitute item would not meet or exceed the specified criteria.



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: Lisa Rodelo, Deputy Director of Police Services
760-839-4905
("CITY")

And: Wisconsin LDV, Inc.
a Wisconsin corporation
180 Industrial Drive
Burlington, WI 53105
Attn: Jeff Mrnak
262-757-2455
("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 **\$1,573,235**. 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/dprevwagedetermination.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. 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.

23. 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.
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

Wisconsin LDV, Inc.

Date: _____

Signature

Name & Title (please print)

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

BY: _____

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

ATTACHMENT "A"

Scope of Work

A. General

Wisconsin LDV, Inc. a Wisconsin company ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with a Mobile Command Center built to City's specifications.

B. Location

Contractor will provide services at the Contractor's facility located at 180 Industrial Drive, Burlington, WI 53105.

C. Services

1. Provide a Custom Mobile Command Center built to specifications 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 (including this Scope of Work) and Exhibit 1, the terms of this Agreement shall prevail;
2. Provide and install customizations to the Mobile Command Center as listed in Exhibit 1; and
3. Provide roundtrip airfare, car rental, and lodging for inspection, training, and question/answer meetings to Contractor's facility for up to three City of Escondido personnel for up to two meetings, as-needed.

D. Scheduling

Contractor to schedule specific dates of work in advance by contacting Lt. Erik Witholt at 760-839-4722 or ewitholt@escondido.org. Work shall be performed between the hours of 8 a.m. and 5:30 p.m., Monday through Friday or other acceptable hours upon mutual agreement. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price shall not exceed **\$1,573,235**. 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 from the Effective Date of the Agreement through **December 31, 2026**.

G. Other

All warranties shall be as described in Exhibit 1.



180 Industrial Drive
Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 767-2529
Direct: +1 (262) 763-0147
www.ldvusa.com

**PRELIMINARY
SPECIFICATIONS FOR:**

**CITY OF ESCONDIDO PD (CA)
MOBILE COMMAND CENTER**

LDV PROPOSAL # C40MCC-35244-22

DATE

~~April 26, 2022~~
~~June 14, 2022 REV 1~~
~~October 4, 2022 REV 2~~
~~October 24, 2022 REV 3~~
~~April 19, 2023 REV 4~~
~~May 4, 2023 REV 5~~
June 13, 2023 REV 6



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PRICING PAGE: (HGAC contract AM10-20)

Total price per unit as specified, FOB Origin	\$1,686,848.00
Discount amount	-\$121,453.00
HGAC discounted price for 1 unit as specified	\$1,565,395.00

Contract Administration Fee - HGAC	\$1,000.00
HGAC discounted price for 1 unit as specified with Contract Admin Fees	\$1,566,395.00
Delivery charge to Escondido (CA)	\$6,840.00

Total price per unit	\$1,573,235.00
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Delivery terms: Ask your Sales Representative.

Payment Terms: Net 30 days.

Quote is firm for 120 days from specification date.

Quoted price does not include any applicable FET, federal, state or local tax unless specified.



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Item	Qty	
1.00		<p><u>CHASSIS/BODY DIMENSIONS:</u></p> <ul style="list-style-type: none"> 30' dry van wide body tandem • Cab-to-Axle 209" • Wheelbase of chassis: 275" • Overall length of apparatus: 490" • Overall apparatus width, rub rail to rub rail: 102" • Overall height of apparatus (loaded): 149" • Interior walkway height raw body: 83" • Interior walkway height finished: 81.5" • Interior walkway length: 360" • Interior raw body width: 99" • Interior finished body width: 93" <p>Final measurements are dependent on body builder, chassis components, axles, tires, frame, suspension, and roof-mounted equipment.</p>
2.00		<u>CHASSIS:</u>
2.01	1	<p>2024 Freightliner M2 106 conventional cab, tandem rear axle truck chassis. 56,000-lb. GVWR with rear air ride suspension and air brakes.</p> <p><u>ENGINE:</u></p> <ul style="list-style-type: none"> • Cummins L9 350EV HP @ 2000 RPM, 2200 GOV, 1000 LB/FT @ 1400 RPM <p><u>ENGINE EQUIPMENT:</u></p> <ul style="list-style-type: none"> • 2008 CARB emission certification – clean idle • 12V 275 amp pad mount alternator • (2) group 31, 12 volt maintenance free 2000 CCA threaded stud batteries • 18.7 CFM air compressor with internal safety valve • GVG, fire and emergency service vehicles engine warning • Exhaust brake integral with variable geometry turbo • Engine aftertreatment device, automatic over the road regeneration and dash mounted regeneration request switch • RH standard horizontal tailpipe • 6 gallon diesel exhaust fluid tank • Antifreeze to -34F, OAT (nitrite and silicate free) extended life coolant • Gates Blue Stripe coolant hoses or equivalent • 1000 watt/115 volt block heater <p><u>TRANSMISSION:</u></p> <ul style="list-style-type: none"> • Allison 3000 EVS automatic transmission with PTO provision <p><u>TRANSMISSION EQUIPMENT:</u></p> <ul style="list-style-type: none"> • Magnetic plugs, engine drain, transmission drain, axle(s) fill and drain • Push button electronic shift control, dash mounted • Water to oil transmission cooler, in radiator end tank • Transmission oil check and fill with electronic oil level check • Synthetic transmission fluid (TES-295 compliant) <p><u>FRONT AXLE AND EQUIPMENT:</u></p> <ul style="list-style-type: none"> • 16,000# drop single front axle



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		<ul style="list-style-type: none"> • Meritor 16.5x6 Q+ cast spider cam front brakes, double anchor, fabricated shoes • Fire and emergency severe service, non-asbestos front lining • Front oil seals • Automatic front slack adjusters • TRW TAS-85 power steering • Synthetic 75W-90 front axle lube <p><u>FRONT SUSPENSION:</u></p> <ul style="list-style-type: none"> • 16,000# taperleaf front suspension • Front shock absorbers <p><u>REAR AXLE EQUIPMENT:</u></p> <ul style="list-style-type: none"> • 40,000# tandem rear axle • 4.88 rear axle ratio • (1) Interaxle lock valve for tandem drive axles • Meritor 16.5x7 Q+ cast spider cam rear brakes, double anchor, fabricated shoes • Fire and emergency severe service non-asbestos rear brake lining • Rear oil seals • Meritor automatic rear slack adjusters • Synthetic 75W-90 rear axle lube <p><u>REAR SUSPENSION:</u></p> <ul style="list-style-type: none"> • Airliner 40,000# extra duty rear suspension • Airliner high position ride height • Manual dump valve for air suspension, without gauge • Indicator light for each rear suspension control switch • Dual air rear suspension leveling valves • Rear shock absorbers - two axles <p><u>BRAKE SYSTEM:</u></p> <ul style="list-style-type: none"> • Air brake package • Wabco 4S/4M ABS without traction control • Brake line air dryer with heater • Pull cable on wet tank, petcock drain valves on all other air tanks <p><u>FRAME:</u></p> <ul style="list-style-type: none"> • 7/16" x 3-9/16" x 11-1/8" steel frame, 120 KSI • 1/4" C-channel inner frame reinforcement <p><u>CHASSIS EQUIPMENT:</u></p> <ul style="list-style-type: none"> • Three-piece 14 inch chromed steel bumper with collapsible ends • Front tow hooks - frame mounted <p><u>FUEL TANKS:</u></p> <ul style="list-style-type: none"> • 50 gallon/189 liter rectangular aluminum fuel tank – RH • 50 gallon/189 liter short rectangular aluminum fuel tank – LH • Polishing of fuel tanks with painted bands • Polished stainless steel step finish • High temperature reinforced nylon fuel line <p><u>TIRES:</u></p> <ul style="list-style-type: none"> • Michelin X Line Energy Z 315/80R22.5 20 ply radial front tires



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Item	Qty	
		<ul style="list-style-type: none"> • Michelin X Multi D 275/80R22.5 14 ply radial rear tires <p><u>WHEELS:</u></p> <ul style="list-style-type: none"> • Accuride 22.5 x 9.00 10-hub pilot aluminum disc front wheels • Accuride 22.5 x 8.25 10-hub pilot aluminum disc rear wheels • Bright standard polish front wheels with Accu-shield finish • Bright standard polish rear wheels with outer only Accu-shield finish <p><u>CAB EXTERIOR:</u></p> <ul style="list-style-type: none"> • 106" BBC flat roof aluminum conventional cab • Leaf spring rear cab suspension • Nonremovable bugscreen mounted behind grille • LH and RH exterior grab handles with single rubber insert • Hood mounted chromed plastic grille • Dual electric horns • Door locks and ignition switch keyed the same • Dual West Coast bright finish heated mirrors with LH and RH remote • LH and RH 8" bright finish convex mirrors mounted under primary mirrors • RH down view mirror • RH and LH electric powered windows <p><u>CAB INTERIOR:</u></p> <ul style="list-style-type: none"> • Heater, defroster and air conditioner • Heavy duty air conditioner compressor • Dome door activated LH and RH, dual reading lights, forward cab roof • LH and RH electric door locks • Basic high back air suspension driver seat with mechanical lumbar and integrated cushion extension • Basic high back air suspension passenger seat with mechanical lumbar and integrated cushion extension • Dual driver and passenger seat armrests • LH and RH integral door panel armrests • High visibility orange seat belts • Adjustable tilt and telescoping steering column <p><u>INSTRUMENTS & CONTROLS:</u></p> <ul style="list-style-type: none"> • Low air pressure indicator light and audible alarm • 2 inch primary and secondary air pressure gauges • 97 dB backup alarm • ICU3S, 132X48 display with diagnostics, 28 LED warning lamps and data linked • 2 inch electric fuel gauge • Programmable RPM control - electronic engine • Electrical engine coolant temperature gauge • 2 inch transmission oil temperature gauge • Engine and trip hour meters integral within driver display • Electric engine oil pressure gauge • AM/FM/WB radio with CD player, Bluetooth, iPod interface, USB and auxiliary inputs • Electronic MPH speedometer with secondary KPH scale, without odometer



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		<ul style="list-style-type: none"> • Electronic 3000 RPM tachometer • One valve parking brake system with warning indicator
2.02		<p><u>CHASSIS WARRANTY:</u></p> <ul style="list-style-type: none"> • Two (2)-year/unlimited miles Freightliner M2 chassis warranty. • Two (2)-year/100,000 mile Cummins engine warranty. • Five (5)-year/unlimited miles Allison transmission warranty.
2.03	1	Block heater shall be controlled through the Intel-I-Touch™ multiplex control screen.
2.04	1	US DOT triangle reflector kit with three (3) triangles, for compliance with FMCSA regulations. Includes plastic storage case. Kit will be shipped loose in the vehicle.
2.05	1	Install chrome lugnuts covers and hub caps on all wheels. Includes valve extensions on rear wheels as needed.
2.06	2	Zico wheel chock SAC-44-E (or current model).
2.07	2	Zico wheel chock holder SQCH-44H (or current model).
2.08	1	Route horizontal exhaust to streetside.
3.00		<u>BODY:</u>
3.01	1	<ul style="list-style-type: none"> • Load space area shall be 83" high x 99" wide x 30' long custom all aluminum dry van body with the following: • Aluminum alloy double H wall beam, 6005-T5 alloy, 3" deep x 1.5" wide, 0.125 wall thickness. Studs feature machined wire pass-throughs, and raised adhesive control features on base. • I-beams chemically bonded to sidewalls eliminating the need for additional rivets. Buck-rivets will be used to fasten the top, bottom and rub rail. Use of two-sided tape is not acceptable. • Body shall have 0.125" strain-hardened aluminum alloy 5052-H36 side panels. The upper panels shall be free of rivets allowing for smooth graphics application. • Skirt supports, 1.5 x 1.5 x 0.125 angle to reinforce skirt edge and hold bottom edge in a straight line. 0.188 x 1.00" flat braces placed at 4' intervals and riveted to lower wall angle and floor to maintain sidewall skirt rigidity. • Fender flares, 1.38" x 2.25" x 0.090" roll formed and radiused 5052-H32 aluminum sheet, mechanically fastened to wheel opening. Edges sealed against moisture. • NFPA 1901 embossed 0.125" aluminum tread plate roof attached to 3" x 1 1/2" x 0.125 extruded aluminum roof bows on 16" centers. Bows are 2" skip welded every 12" Tread plate seams shall be continuous welded. Perimeter of roof shall be chemically sealed. • Extruded aluminum floor with interlocking planks, 1.88" high x various widths, 0.125" top surface. 6005-T5 alloy and temper. Heavy-duty thick-wall extruded planks fore and aft of all floor cutouts and every 5th plank in all other areas. Planks made of 6005-t5 alloy and temper, 0.250" thick top surface. • Full width 3" deep aluminum rear bumper painted to match the body. • Full length skirting below floor. • All clearance and side marker lights to be LED. • Standard structural warranty of 5 years or 50,000 miles and standard component warranty of 12 months or 12,000 miles. • The vehicle shall be fully sanded on all exterior surfaces with no more than 150 grit to assure removal of imperfections in metal surface. All aluminum shall be chemically etched and primed prior to painting. Base body color shall be oven baked and painted to commercial truck



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Item	Qty	
		standards. Note: Specifications are from body manufacturer and are subject to change without notice. NOTE: 3" depth bumper. Flat floor body design.
3.02	2	32" wide aluminum sedan door installed above floor. Includes 21.5" wide x 25.5" high fixed window. Door shall have continuous stainless-steel piano hinge, two (2) nylon door straps and an aluminum drip rail. NOTE: Locations: One (1) will be the Side Entry Door (Curbside – Forward of the Rear Wheels). One (1) will be the Rear Entry Door (Centered on the Rear Wall).
3.03	1	32" wide aluminum sedan door installed above floor. No window. Door shall have continuous stainless-steel piano hinge, two (2) nylon door straps and an aluminum drip rail. NOTE: Locations: One (1) will be the Lavatory Door (Streetside – Forward of the Rear Wheels).
3.04	3	Interior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at entry door. NOTE: Locations: • On side entry door. • On rear door • On bathroom door
3.05	3	Wire one of the overhead lights to function as a courtesy light when the entry door is opened. NOTE: locations: Side entry, rear door, and bathroom door.
3.06	6	Whelen PEL2C automatic courtesy LED light at lower portion of the entry door with chrome housing. NOTE: Locations: two (2) on each entry door. Illuminate steps when door is opened.
3.07	1	Courtesy light defeat in Intel-I-Touch™ multiplex control screen. Each entry door courtesy light will be automatically deactivated where the corresponding room has the overhead lighting set to night mode.
3.08	2	Pull out aluminum stairs encased in a narrow profile cassette installed below floor line, eliminating the need for an interior stepwell. Includes exterior fold out handrail. NOTE: Locations: Mounted under Side Entry Door and Rear Entry Door. Steps to be Slotted Diamondback Planking.
3.09	1	Underbody compartment with slide-out step assembly for Lavatory access. Includes exterior fold out stainless-steel tubular handrail. NOTE: Steps to be Slotted Diamondback Planking Door for steps will include straps to prevent door from hitting skirting.



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3.10	1	<p>TriMark keyless entry system for side entry door, rear door and compartments. System includes:</p> <ul style="list-style-type: none"> • One (1) Key Pad at side entry door • One (1) Key Pad at rear door • Four (4) Key FOBs • Nine (9) Door actuators <p>NOTE: Need to mount control box on Curbside and also include an External Antenna.</p>
3.11	1	<p>TriMark keyless entry system for Lavatory door. System includes:</p> <ul style="list-style-type: none"> • One (1) Key Pad at Lavatory door • Four (4) Key FOBs • One (1) Door actuator <p>NOTE: Need to mount control box on Streetside</p>
3.12	1	<p>Whelen Stop/Turn/Tail/Backup light set. Includes two of each of the following:</p> <ul style="list-style-type: none"> • Whelen M6FCV4 polished chrome vertical housings for four M6 series lighthead. The fourth light head will be an emergency flasher as specified in the DC Emergency Lighting section. • Whelen M6 series LED arrow shaped amber turn signal, model number M62T. • Whelen M6 series LED brake/tail light heads, model number M62BTT. • Whelen M6 series LED back-up light heads, model number M62BU.
3.13	1	Cast Products LP0004-1-B aluminum license plate mounting frame with LED light.
3.14	1	Entire underside shall be undercoated. Includes floor extrusions, step wells and aluminum compartments.
3.15	1	LDV rear mud flaps. Includes anti-sail brackets when required.
3.16	1	<p>Flat floor slide-out room extension fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. During deployment an electronic control system automatically expands the room extension and lowers the floor to flush position.</p> <p>Features:</p> <ul style="list-style-type: none"> • Electric over hydraulic control system programmed to lower the slide out to floor height after full extension. • Awning that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • No track or hardware shall be attached to the ceiling of the body. <p>NOTE: Location: Forward street side slideout. Slide out up to 102" length x 30" deep (full extension of 26").</p>



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Item	Qty	
3.17	1	<p>Flat floor slide-out room extension fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. During deployment an electronic control system automatically expands the room extension and lowers the floor to flush position.</p> <p>Features:</p> <ul style="list-style-type: none"> • Electric over hydraulic control system programmed to lower the slide out to floor height after full extension. • Awning that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • No track or hardware shall be attached to the ceiling of the body. <p>NOTE: Location: Forward curb side slideout. Slide out up to 102" length x 36" deep (full extension of 30").</p>
3.18	1	<p>Flat floor slide-out room extension fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. During deployment an electronic control system automatically expands the room extension and lowers the floor to flush position.</p> <p>Features:</p> <ul style="list-style-type: none"> • Electric over hydraulic control system programmed to lower the slide out to floor height after full extension. • Awning that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • No track or hardware shall be attached to the ceiling of the body. <p>NOTE: Location: Rearward street side slideout. Slide out up to 98" length x 30" deep (full extension of 26").</p>
3.19	1	<p>Flat floor slide-out room extension fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. During deployment an electronic control system automatically expands the room extension and lowers the floor to flush position.</p> <p>Features:</p> <ul style="list-style-type: none"> • Electric over hydraulic control system programmed to lower the slide out to floor height after full extension. • Awning that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • No track or hardware shall be attached to the ceiling of the body. <p>NOTE: Location: Rearward curb side slideout. Slide out up to 70" length x 30" deep (full extension of 26").</p>
3.20		<p>Ignition Interlock to prevent vehicle from starting when any of the external extension devices are deployed.</p>



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3.21	8	Flashing warning light for slide out. NOTE: Amber LED color.
4.00		<u>PAINT / GRAPHICS:</u>
4.01		Body paint color shall be single color commercial Grey (L4315) paint from the roof line down.
4.02	4	Paint slideout toppers custom color to match the body.
4.03	2	Paint awning custom color to match the body.
4.04	2	4-inch wide reflective stripe on the exterior back and sides of the vehicle. NOTE: Custom stripe on sides, colors TBD.
4.05	1	Custom computer-generated reflective vinyl graphics per customer specifications. Includes up to seventy 8"-10" letters and up to forty-five 3"-6" letters. All lettering shall be shaded or outlined (colors/style ~ to be determined). Note: Graphics package does not include production of custom shields and/or seals.
4.06	6	Custom computer-generated non-reflective vinyl shield. Customer shall supply true vector artwork required to produce shield.
4.07	2	Frosted/Etched look vinyl badge, shield or logo on conference table.
5.00		<u>GENERAL INTERIOR SPECIFICATIONS:</u> <ul style="list-style-type: none"> • Wall Covering: Rooms 1, 3, and 4 will have Grey Carpet walls • Wall Covering: Room 2 will have Grey Laminate walls • Wall Covering: Exterior Access Lavatory will have Silver Smooth FRP walls. • Ceiling Fabric: Silver Grey Headliner Material on All ceilings • Slide Out Fascia: Charcoal Grey Powder Coated - Symmetrical • Floor Covering: Onyx PVC Flooring • Office Chairs: Black • Vinyl Coverings: Whisper Black with Seat Backs • Cabinets: Charcoal Grey with Powder Coated Frames and Handles (if available). Also noted: Base Cabinets in Slide Out to have interior panels be Dry Erase Panels. • Counters and Tables: Night Stars Solid Surface
6.00		<u>DRIVER / PASSENGER CAB AREA:</u>
6.01	1	Custom fabricated console in cab, for locating siren controller, police radio and/or other controls as specified elsewhere in this document.
6.02		Cab Area Additions: <ul style="list-style-type: none"> • Vehicle height sign on dash. • Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7 • Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
6.03	1	Three (3) camera rear view system with 7" LCD color monitor. System includes left, right, and rear vision day/night cameras. Rear camera includes a microphone for audio commands from a spotter to the driver during backing operations.
6.04	1	Verity, rear parking sensor system ADD60S shall be installed. System shall include four (4) sensors mounted in the rear bumper to detect obstacles away from bumper, and dash-mounted audible indicators with varying beep tones as you get closer to objects.



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Item	Qty	
6.05	1	Verity, forward sensor system ADD64S shall be installed. System shall include four (4) sensors mounted in the front bumper to detect obstacles away from bumper, and dash-mounted audible indicators with varying beep tones as you get closer to objects.
6.06	1	Door ajar warning on multiplex system.
6.07	16	Door ajar contact/magnet. NOTE: 14 doors and 2 hand rails
7.00		<u>WALLS, CEILING AND FLOOR:</u>
7.01		Insulate walls with a minimum of 2-1/2" of fiberglass insulation. Cover interior body side posts with 1/2" plywood sub wall.
7.02		Cover sub walls with carpet or Laminate as called out above in the General Interior Specification section.
7.03		Insulate ceiling with a minimum of 2-1/2" of fiberglass with an R-11 rating. • Cover interior roof beams with 1/2" plywood. • Modular panel design allows for manageable future additions and repairs. • Plywood Panels covered in acoustical fabric.
7.04		Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, 6 ply, face veneer plugged and sanded.
7.05		Lonseal Loncoin II Flecks non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.
7.06		Vinyl cove molding (mop board) at base of wall, 2-1/2" high. Installed where required.
7.07	3	Flush pocket door covered in laminate, installed on heavy-duty aluminum c-channel track with two (2) three-wheel roller trucks and soft open/close feature. Pocket door shall have recessed handle and magnetic closure to keep the door open/closed. NOTE: Pocket doors to have Grey Laminate material.
7.08		All bulkheads shall be covered with materials to match walls. Trim exposed edges of bulkheads with rounded anodized aluminum trim where applicable.
7.09	3	Cover load space door with powder coated aluminum panel with heavy-duty rubber grab handle.
7.10	4	Flush mount fixed window installed on side wall in slide out. NOTE: Locations: Forward slideout windows.
7.11	6	Upgrade window covering to Day/Night pleated shade and add custom made valance. NOTE: Includes all windows and doors. Include a Black-out for the Day Shade.



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8.00		<u>GALLEY / LAVATORY:</u>
8.01	1	<p>Pressurized Lavatory Water System. Includes:</p> <ul style="list-style-type: none"> • Thetford Foot Pedal Flush model 31661 (or current model) low-profile toilet in lavatory. • Fresh water/waste tank level monitor through the multiplex system. • 10" round stainless steel lavatory sink with chrome plated sink hardware. • One (1) chrome plated paper towel holder and one (1) chrome plated toilet paper holder in lavatory. • Aqua Jet model #5503-AV15-B636 (or current model) 5.3 GPM water pump with accumulator tank. • One (1) 25 gallon fresh water supply and one (1) 30 gallon waste tank. • Plumbing pressure pipes shall be PEX tubing. • Underbody fresh water and grey water tanks are to be heated and all plumbing insulated and wrapped with heat tape. • Sewage hose and dump valve shall be provided for holding tank. • Winterizing valve mounted in line on the input side of the water pump. Valve allows antifreeze to be pumped throughout the system to winterize plumbing.
8.02	1	2.5-gallon electric water heater.
8.03	1	Permanently mounted holding tank rinsing system.
8.04	1	Wastebasket with hold-down bracket.
8.05	1	Bobrick B-165 18" x 24" one-piece channel frame mirror with bright polished finish.
9.00		<u>SEATING:</u>
9.01	10	Space Air Grid office chair 5560 black with armrests, five caster spider base, and adjustable height.
9.02	6	Securement strap with buckle installed under counter to secure office chair.
9.03	4	Custom chair restraint for conference table chairs.
9.04		<p>Fabricate and install flip-down bench seating as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl. Bottom seat cushion will be installed on Zico Quic-Seat® fold down spring loaded seat brackets.</p> <p>NOTE: Bench seating to include back rests.</p>
9.05		<p><u>BENCH SEAT REQUIREMENTS:</u></p> <ul style="list-style-type: none"> • Foam for seat backs and bottoms shall be firm density. • All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials. • Material corners shall be squared or angled to fit precise cut of foam. • Foam shall be bonded to plywood backer with industrial grade adhesive. • Attachment of fabric/vinyl to backer shall utilize industrial grade upholstery staples.



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10.00		<u>CABINETS:</u>
10.01		Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications: <ul style="list-style-type: none"> • Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames. • Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinet doors swing up with gas spring lift supports.
10.02		Radius edging incorporated as design permits.
10.03	5	Dry erase writing surface on overhead cabinet door.
10.04	5	Gas spring lift supports on overhead cabinet door.
10.05	4	LED light with on/off switch, mounted under overhead cabinet.
10.06	1	Slide-out printer tray.
10.07	7	Magnetic dry erase board framed in aluminum. Includes aluminum clip frame for easy board replacement, sized as required.
10.08		Wilsonart Gibraltar 1/2" solid surface countertop over subsurface. Solid surface countertop shall have a 1-1/2" front lip with radius edge.
10.09		Wilsonart Gibraltar 1/2" solid surface conference tabletop over subsurface. Solid surface tabletop shall have a 1-1/2" front lip with radius edge.
10.10		Solid Surface communication equipment shelf mounted above countertop.
10.11	2	Fabricate and install custom flip-down countertop. NOTE: Streetside slide out at flip down bench seats. Countertops to stow in the down position. Flip up to use.
10.12	1	Powder coated 0.125" aluminum conference table base.
10.13	7	Grip-A-Strip paper holder 36" AUT-02005 (or current model). NOTE: Mounted (1) on or above each dry erase board.
10.14	8	Computer cable pass-thru grommet in counter or conference table. Satin nickel 2-1/2" two-piece metal desk grommet - 3" overall diameter. NOTE: One (1) per workstation and two (2) conference table
10.15	4	Magnetic dry erase marker caddy kit.
10.16		Custom fabricated console to house electrical distribution components and control panels.



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Item	Qty	
11.00		<u>HVAC SYSTEM:</u>
11.01	1	Fan-tastic Vent model 1450 3-speed reversible 12" power roof ventilator.
11.02	1	Fan-tastic Ultrabreeze vent cover. NOTE: Color shall be smoke.
11.03	3	Ducted low profile rooftop air conditioner controlled through multiplex control system. Includes: <ul style="list-style-type: none"> • 15,000 nominal Btu/hr air conditioner with condensate pump. • Chill Grille Assembly with 5,600 Btu/hr heat strip • Louvered Ceiling Vents, as required
11.04	4	Broan model 174 wall mount 5,120 Btu/hr electric heater.
12.00		<u>AC ELECTRICAL SYSTEM:</u>
12.01	1	Power Tech 25-kW 120/240Vac liquid-cooled diesel generator with air bag mounts installed in a custom fabricated compartment. Generator features: <ul style="list-style-type: none"> • Tier 4F Emissions • USTC Certified Manufacturer • Warranty: 2 years from date of purchase, or 3000 hours whichever comes first, or 36 months from the date of manufacture. • Four point air bag mounting system • Four-cycle water cooled diesel engine • Radiator cooled, direct mounted • High-coolant temp and low oil pressure shutdown sensors • Spin-on fuel and oil filter • Single side service • Typical Gallon Per Hour fuel consumption: 25% load = 0.51, 50% load = 1.01, 100% load = 2.03 <p>Compartment shall be constructed to the following specifications:</p> <ul style="list-style-type: none"> • 0.187" aluminum with all welded seams. • 2" deep 0.125" aluminum box pan doors and 0.125" aluminum frames. • Door frames riveted to the body and welded to the compartments. • Stainless steel door hinges attached with stainless steel machine screws. • Flush mounted door handles with slam latches. • 0.100" aluminum treadplate panels on interior door surfaces. • Gas charged lift/support cylinders to hold doors open at 90°. • Industrial grade neoprene gasket door seals. NOTE: Generator exhaust shall be routed to the street side of the vehicle.
12.02		Insulate under vehicle body floor with Tiger Foam™ spray foam insulation to a 1.5" minimum thickness. Recyclable, fire rated two-component spray polyurethane foam insulation. Insulation rating equals R-7 per inch. NOTE: Insulate with spray foam insulation above the generator compartment.
12.03	1	Install door activated LED compartment light in generator compartment.



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Item	Qty	
12.04	1	ACData surge suppressor for protection of entire AC power system. Product features: <ul style="list-style-type: none"> • UL listed: UL1449 3rd Edition • LED visual verification of status
12.05	1	LDV exclusive Intel-I-Touch™ vehicle automation control system. A multiplexed vehicle automation system must be incorporated into a common touch screen(s) that is custom programmed to monitor and control onboard systems as described throughout the specifications. The automation system software must allow simultaneous distribution of information to multiple onboard control/monitoring stations and the software must be updateable and configurable as required. This system is mandatory as it simplifies start up procedures, contains fewer operating components, reduces operational start-up time, reduces the total amount of wiring in the vehicle and includes error detection protocols and troubleshooting features. Features include: <ul style="list-style-type: none"> • One (1) 10" LCD touch screen with custom graphics for control and monitoring systems • AC power distribution control and monitoring for the generator with power management • DC power distribution control and monitoring • Manual or automatic generator control • HVAC and temperature control. • Interior and exterior lighting control • Automatic power transfer switches • Automated startup and shutdown procedures • Seamless control of generators, lighting, awnings and additional devices • Mast control • Safety interlocks • Battery saver feature • Generator Service Alerts <p>The system must be completely upgradeable with power modules located throughout vehicle. Additional components may be added to system with a simple software modification System capability is not to be achieved with use of multiple monitoring systems designed for specific use i.e. water monitors, battery monitors etc.</p>
12.06	1	Additional 10" LCD touch screen with custom graphics for control and monitoring systems. All touch screens provide complete control and monitoring of vehicle systems. NOTE: Locations: <ul style="list-style-type: none"> • One (1) in the cab • One (1) in control panel at side curb side entry
12.07	1	3" Touch panel for dedicated local control and monitoring of specific vehicle automation system features. Includes control layout and indicators where applicable. NOTE: One in the exterior TV box.



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Item	Qty	
12.08	2	3" Touch panel with numeric display for dedicated local control and monitoring of specific vehicle automation system features including room HVAC. Display shows current room temperature and HVAC setpoint when adjusted. Includes control layout and indicators where applicable. NOTE: Locations: • One (1) in room #1 • One (1) in room #3
12.09		Night Time (Red) Lighting Mode turns the ceiling lighting in each room from white to red lights.
12.10		Reduced Lighting Mode is white ceiling lighting in each room have the option of All-On or Half-On.
12.11	1	Kussmaul Auto Eject 20, 20A-120Vac shore power inlet with 25-ft. 20A-120Vac shore power cord. #091-20WP-120RD.
12.12	1	Marinco 100A-125/250Vac waterproof shore power inlet, 25-ft. 100A-125/250Vac shore power cord and 6-ft. 100A-125/250Vac pigtail.
12.13	23	20A-125Vac duplex receptacle with dual USB charging ports [one (1) Type A and one (1) Type C]. Receptacle is not dedicated to any installed equipment. NOTE: Locations: TBD
12.14	6	20A-125Vac exterior GFCI duplex receptacle. NOTE: Locations: • Two (2) on each side - one front and one rear • One (1) at the exterior workstation • One (1) in the exterior charging station Receptacle will be installed with a weatherproof cover as needed.
12.15		Wire chase wire management raceway system located as shown on drawing. Product features: • Satin anodized finish. The finish resists rust, corrosion and fading. Material extruded from 6063-T5 aluminum alloy. • Removable dual cover. Makes wiring easy and accessible and provides maximum flexibility for adding or relocating outlets and circuits. The cover retention is 45 lbs. straight pull for one minute. • UL Listed multioutlet assemblies. File E68073 Guide PVGT, Fittings: File E121188 Guide RJPR. Meets Article 380 of NEC and meets Section 12-3032 of CEC. • UL and cUL Listed component raceways. File E73943 Guide RJBT, Fittings: File E74343 Guide RJPR. Meets Article 386 of NEC and meets Section 12-600 of CEC. • UL5 and ADA compliant. Raceway and fittings meet UL5 specifications and can be installed in conformance with ADA requirements
12.16	1	APC Smart-UPS 3,000VA rack mount UPS, SRT3000RMXLA (or current model). Product features: • 3,000VA/2,700W output capacity • 120V output voltage



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Item	Qty	
		<ul style="list-style-type: none"> • (8) NEMA 5-20R and (1) NEMA L5-30R output receptacles • Typical Backup Time at Half Load 19.2 minutes (1125 Watts) • Typical Backup Time at Full Load 5.7 minutes (2250 Watts) • Dimensions: 3.35"H x 17"W x 25"D <p>NOTE: For the Network Equipment in the Electronics Rack and outlets for selected Computers/Monitor.</p>
12.17	1	APC Smart-UPS X 120V External Battery Pack Rack/Tower - battery enclosure - lead acid.
12.18	6	<p>Red specification grade 20A-125Vac duplex receptacle with stainless steel wall plate located as shown on drawing. These receptacles are dedicated to the UPS as specified elsewhere in this document.</p> <p>NOTE: Locations: (1) Under the countertop at Workstations 1 through 6.</p>
12.19	1	<p>Will-Burt Night Scan NS2.3-600WHL (or current model) 120Vac light tower. Includes:</p> <ul style="list-style-type: none"> • Four (4) Pioneer x 150 watt LED Spot/Flood light (PFP2ASF) • Hand held (wired) remote control (SHIP LOOSE) • 50ft control cable • Additional roof support structure, as required. <p>NOTE: Remote Control mounted rear exterior compartment by mast compressor.</p>
12.20		<p><u>AC WIRING REQUIREMENTS:</u></p> <ul style="list-style-type: none"> • All AC main wiring shall be stranded THHN wire and run in non-metallic liquid tight conduit. • All AC branch circuit wiring shall be stranded THHN wire (AWG 12 minimum) and run in non-metallic liquid tight and ENT conduit. • All electrical circuits and appliances shall conform to applicable national electrical codes.
13.00		<u>DC ELECTRICAL SYSTEM:</u>
13.01	1	<ul style="list-style-type: none"> • Six (6) Lead acid deep-cycle 6Vdc batteries. Batteries shall be installed underbody in slide out weather resistant compartment. Four (4) batteries will be separated for auxiliary equipment and two (2) batteries will be for communications equipment. • Three (3) electronic converter/chargers, 80 amp minimum output each installed underbody in weather resistant climate controlled. Compartment to draw ambient air from interior of truck and will have thermostatically controlled exhaust fan to circulate warm air to exterior (no exceptions). Converter/charger features: <ul style="list-style-type: none"> • Charges three banks of batteries at the same time. • UL listed for safety. • Manual reset circuit breaker. • Reverse battery protection. • Electronic current limiting. • High voltage protection. • All DC electrical and metering switched and monitored through the multiplex system.
13.02	1	Sure Power 3003 (or current model) isolator.



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Item	Qty	
13.03	17	Light, Orion 6" LED, neutral white with polished bezel and voltage regulation. NOTE: Lights will have a "Full Light" and "Reduced Light" modes per Room.
13.04	15	Light, Orion 6" LED, neutral white / red with polished bezel and voltage regulation. NOTE: Lavatory light mode will be same as Room 2 mode.
13.05	3	Miniature amber LED light installed above pocket door with label reading "DO NOT ENTER WHEN AMBER LIGHT IS LIT". Light to be controlled by button on Multiplex system. NOTE: Locations: #1 One light in middle entry area going into front conference room. #2 One light in middle entry area going into rear work area. #3 One light in rear entry work area going into rear work area. • Light #1 turned on/off on separate switch. • Lights #2 and #3 turned on/off together on separate switch.
13.06	1	Red LED light above Lavatory door with label "Lavatory In Use".
13.07	8	Whelen M6ZC Gradient LED Scene Light with clear outer lens and M6FC chrome flange. NOTE: (3) will be mounted on each side and (2) will be mounted on Rear
13.08	8	Whelen PEL2C LED light with chrome housing. NOTE: (3) will be mounted on each side and (2) will be mounted on Rear Bumper
13.09	10	Combination 12V / USB power port. NOTE: Dual 12 volt power port and 12 volt USB at all work stations (6 total) plus (2) at exterior workstation and (2) at exterior charging compartment. Marinco 12VCOMBO or similar.
13.10		<u>12VDC WIRING REQUIREMENTS:</u> <ul style="list-style-type: none"> • 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. • All added electrical branch circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical branch circuit wiring (plug type fuses are unacceptable). • Circuit breaker functions shall be identified by engraved or printed labels. • All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569" • All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028 • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer. • All wiring shall be numbered or lettered on 6" centers minimum. • Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required.



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Item	Qty	
		<ul style="list-style-type: none"> • Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms. • All wire bundles shall be tied with trimmed nylon ties. • Extreme care shall be exercised to provide for easy serviceability of the system in future years. • Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas. • A high-current 12Vdc system wiring schematic shall be provided. • These are the minimum acceptable 12Vdc wiring requirements.
14.00		<u>EMERGENCY LIGHTING / SIRENS:</u>
14.01	1	<p>Whelen 295SLSA6 siren with 9 low current lighting control switches. California Title 13 compliant.</p> <p>NOTE: Slide Bar Positions Control:</p> <ol style="list-style-type: none"> 1. Rear (Upper and Lower) 2. Rear (Upper and Lower), All Upper, Front Wall or "Light bar" 3. All
14.02	1	Whelen SA315P high performance speaker, with bracket.
14.03	1	<p>Whelen model L41 Series super LED (or current model) green command strobe mounted on roof.</p> <ul style="list-style-type: none"> • 12 VDC or 24 VDC • 12V - 1.5 Amp (peak), 0.6 Amp (average) • 4-3/4" H x 6-7/16" Dia. <p>NOTE: Mounted on Raceway at Front/Center.</p>
14.04	1	<p>Whelen Freedom IV Series LED light bar FL2RRBB. Includes:</p> <ul style="list-style-type: none"> • 1 - Custom 72" length • 1 - Opticom Emitter • 14 - 400 Series Linear LED Flashers (Red Street Side/Blue Curb Side) • 1 - Red Steady Burn Light
14.05	1	Lightbar will be mounted on custom fabricated 0.125" aluminum bracket mounted on front of body, painted to match the body.
14.06	1	Freightliner headlight wig-wag flasher option.
14.07	1	<p>Whelen TLIR ION-T- Series™ Linear Super-LED® Red with clear outer lens & TIONFC chrome flange.</p> <p>NOTE: Grill</p>
14.08	1	<p>Whelen TLIB ION-T- Series™ Linear Super-LED® Blue with clear outer lens & TIONFC chrome flange.</p> <p>NOTE: Grill</p>



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Item	Qty	
14.09	7	Whelen M6 series, M6RC (or current model), Linear Super-LED lighthouse with internal flasher, RED LED's with CLEAR outer lens. Includes M6FC chrome flange.
14.10	7	Whelen M6 series, M6BC (or current model), Linear Super-LED lighthouse with internal flasher, BLUE LED's with CLEAR outer lens. Includes M6FC chrome flange.
14.11	1	Whelen M7 series Linear Super-LED lighthouse with internal flasher, RED LED's with clear outer lens. model M7RC Includes chrome flange M7FC.
14.12	1	Whelen M7 series Linear Super-LED lighthouse with internal flasher, BLUE LED's with clear outer lens. model M7BC Includes chrome flange M7FC.
15.00		AUDIO / VIDEO:
15.01	4	LG 24" Black 720P LED HDTV - 24LM530S-PU Features: <ul style="list-style-type: none"> • 720P resolution • (2) HDMI inputs • (2) Speakers NOTE: Locations: <ul style="list-style-type: none"> • Workstation 4 (x4) forward curb side slideout workstation
15.02	8	Samsung 32" QLED TV QN32Q60AAFXZA with wall mount bracket. Product features: <ul style="list-style-type: none"> • Resolution 4K • (3) HDMI, (2) USB • (2) Speakers • DTV Tuner/ATSC / Clear QAM • Dimensions: 28.5"(W) x 16.8"(H) x 1.2"(D) Weight 11.7lbs NOTE: Locations: <ul style="list-style-type: none"> • Work Station 1, rear street side slideout workstation • Work station 2, rear street side slideout workstation • Work station 3 (x2), rear street side workstation • Work station 5 (x2), rear curb side slideout workstation (on side walls) • Work station 6 (x2), rear curb side workstation
15.03	2	Monitor mount with pull out arms. NOTE: Locations: Rear curb side slideout workstation (on side walls).
15.04	1	Samsung UN40MU6300 40-Inch 4K Ultra HD Smart LED TV with wall mount bracket. Features: <ul style="list-style-type: none"> • Motion Rate: 120 • Backlight: LED • Smart Functionality: Yes- built in Wi-Fi • Dimensions (W x H x D): TV w/o stand: 36.1 x 21.1 x 2.5 • Inputs: 3 HDMI, 2 USB NOTE: Locations: One (1) forward street side slideout.



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Item	Qty	
15.05	2	Samsung 50" Black LED UHD 4K Smart HDTV - UN50KU6300FXZA (or current model) with wall mount bracket. NOTE: Location: • Work station 4, forward curb side slideout • Work station 5, rear curb side slideout.
15.06	1	Samsung 65" Black LED UHD 4K Smart HDTV - UN65KU7000FXZA (or current model) with wall mount bracket NOTE: Location: One (1) front wall in conference room
15.07	1	55" Class The Terrace Partial Sun Outdoor QLED 4K Smart TV. • HDMI Connections: 3 • USB: 1 • Ethernet (LAN): Yes • DTV Tuner: ATSC/ClearQAM • Speaker Type: 2CH, 20 W NOTE: Location: Exterior work station
15.08	1	Weatherproof single door exterior work station and TV/monitor compartment. Constructed from 0.125" aluminum with all welded seams and hinged at the top. Includes: • Internal flip down work surface • LED strip light (illuminates when door is opened) • Gas charged lift support and locking latch
15.09	1	Axis camera station S2208 standalone NVR. All-in-one 8-channel, 4TB, high definition recorder with integrated switch. NOTE: Record mast and perimeter cameras.
15.10	1	Wireless keyboard and mouse combo with USB dongle. NOTE: AXIS NVR operation
15.11	1	Winegard Trav'ler Pro DIRECTV HD SK2SWM3 Automatic Multi-Satellite TV Antenna. DIRECTV Satellites: 99°, 101°, 103° Note: Service contract, activation and set up not included.
15.12	2	DirecTV H44 HD Commercial Satellite Receiver.
15.13	2	IR Extenders to remotely control a rack mounted DirecTV receiver in another room or location.
15.14	1	Apple TV appliance mounted in rack and distributed through the matrix switcher.
15.15	1	SILVUS Equipment and installation: (1) Silvus 4400E: Silvus SC4400E 90 Degree Infrastructure Node: StreamCaster 4480 4x4 MIMO radio, 8 Watts (1) Silvus Power: Primary ODU cable for SC4200/SC4400, 6 foot (1) Silvus Power: AC rugged outdoor power supply (1) Silvus Mounts: SC4400 series Quick Release mounting kit



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Item	Qty	
		(4) Silvus Cables/Connectors/Adapters: cable, LMR240, TNC (m), TNC (m), 6 ft (1) Antennas SWA: 4x4 MIMO Antenna 1) Silvus Cables/Connectors/Adapters: GPS Module, 2 nd Gen, Switchcraft Connector, 6 Feet NETWORK SERVICES: Network and Wireless Engineering Services, Radio to radio functionality testing onsite
15.16	1	Axis Communications six camera perimeter surveillance system Six (6) F41 Main Unit: <ul style="list-style-type: none"> • Full HD 1080p Video at 60 fps • Wide Dynamic Range and White Balance • Up to 4 Axis Sensor Units Supported • H.264 Compression, Dual-Stream Capable Six (6) F1035-E camera sensors: <ul style="list-style-type: none"> • 2.MP Outdoor Sensor Camera Unit with 39' Cable • 1080p resolution 1920 x 1080 • Fisheye lens with 194° horizontal field of view • Network surveillance camera • Dustproof / weatherproof • Color • Fixed iris • Fixed focal NOTE: <ul style="list-style-type: none"> • 1 - Front View - camera mounted in box above windshields. • 1 - Rear View - camera mounted in box on rear wall angled to see rear edge of bumper • 1 - Left Side Rearward View - camera mounted just behind Passenger Door • 1 - Left Side Forward View - camera mounted on Slide Out • 1 - Right Side Rearward View - camera mounted just behind Driver Door • 1 - Right Side Forward View - camera mounted at rear - forward facing
15.17	1	JACK® model OA8500 Digital HDTV Antenna + Mount with SureLock™ DTV Signal Meter. No crank up, built in Amplifier and 360° rotation for improved reception.
15.18	1	Extron DXP 1616HD 4K PLUS 16X16 HDMI Matrix Switcher. 60-1497-01 NOTE: Inputs will be (Qty. 16 maximum): <ul style="list-style-type: none"> • (2) DirecTV Receivers • (2) Mast Cameras • (1) Apple TV Appliance • (1) AXIS NVR S2208 • (1) Microwave downlink • (1) Perimeter Camera - Quad View • (1) HDMI Input Jack in the Conference Table • (1) HDMI Input Jack in Exterior TV Compartment • (1) HDMI Input Jack Workstation #1 • (1) HDMI Input Jack Workstation #2 • (1) HDMI Input Jack Workstation #3 • (1) HDMI Input Jack Workstation #4 • (1) HDMI Input Jack Workstation #5 • (1) HDMI Input Jack Workstation #6



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Item	Qty	
		Outputs will (16) monitors.
15.19	1	Extron MKP 2000 X-Y Remote Control Panel for Extron Matrix Switchers. NOTE: Locations: • (1) Room 1 • (1) Room 3 • (1) Room 4 • (1) Exterior Workstation
15.20	16	Extron Transmitter wall plate for HDMI - 60-1421-13 DTP T HWP 4K 231 D • Transmits HDMI plus control and analog audio up to 230 feet (70 meters) over a shielded CATx cable • Supports computer and video resolutions up to 4K NOTE: HDMI Input jack to Matrix Switcher for distribution • (1) Conference Table • (1) Exterior TV Compartment • (1) Workstation #1 • (1) Workstation #2 • (1) Workstation #3 • (1) Workstation #4 • (1) Workstation #5 • (1) Workstation #6
15.21		Extron PS 128 12VDC, 96W rack mountable power supply. • Provides 12 outputs with 8 amps at 12-volt DC • Convection cooled • Power and overload status indicator on front and rear panel
15.22	7	HDMI input jack, wall plate and cable. NOTE: HDMI input jack direct to one (1) monitor at each workstation (selected TV TBD) • (1) each workstation #1 through #6 • (1) exterior workstation
15.23		HDMI connection cables, as required.
15.24	1	HE Series 24 position Passive Combiner. NOTE: Used for distribution of off-air TV signal.
15.25	1	Prewire and make installation provisions for future installed microwave downlink system. Includes 6-Conductor coax cable run from electronics rack to box on top of mast for antennas. NOTE: Both ends of cable to be left un-terminated. Customer has existing system – needs antenna mounted on top of mast and Cat6 cable run from antenna to rack.



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Item	Qty	
16.00		<u>MAST AND MAST MOUNTED EQUIPMENT:</u>
16.01	1	Fireco 2200 series heavy-duty non-locking telescoping pneumatic mast. Mast features: <ul style="list-style-type: none"> • 265 lb. max top load capacity • 26' 2" extended height • 6' 1" nested height Includes: <ul style="list-style-type: none"> • KEY-WAY breakaway nylon key prevents tower rotation. Easily replaceable. • Air safety valve for over pressure release and condensation drainage. • Water drainage holes to avoid freezing at low temperatures. • Interlock to prevent vehicle from being driven with mast raised. • Fireco tower does not require routine lubrication. • Mast cap covers the top of all tower sections when the tower is in the retracted position keeping dirt and moisture out of the tower when stowed.
16.02	1	Gast 3/4-hp compressor with remote mount 5 gallon air tank.
16.03	1	Custom fabricated 0.125" aluminum Nycoil cylinder painted to match body color.
16.04	1	Custom fabricated 0.125" aluminum mast cover painted to match body color.
16.05	1	Custom fabricated bracket on mast to mount two individual camera systems.
16.06	1	Mast lookup light mounted on mast.
16.07	1	Weatherproof mast up/down control switch on exterior of vehicle.
16.08	2	AXIS Q6315-LE PTZ Dome Network Camera <ul style="list-style-type: none"> • HDTV 1080p and 31x optical zoom • Axis Sharpdome technology with Speed Dry • Optimized IR with power-efficient, long-life 850 nm IR LEDs, range of reach 300 m (984 ft) or more depending on the scene • Built-in laser that provides laser focus for precise focus and quick-zoom functionality, it allows you to easily follow fast-moving objects
16.09	2	Axis T8705 Video Decoder <ul style="list-style-type: none"> • Enables digital monitors to connect to and display live video from Axis network cameras • HDTV 1080p HDMI video decoder • Sequence and Multiview (up to 16 cameras)
16.10	2	Axis T8311 surveillance joystick. USB interface connects to a PC for PTZ control of network cameras.
17.00		<u>RADIOS:</u>
17.01		Primary 12Vdc power leads for communications radios shall be minimum 2-gauge copper stranded wire with soldered crimp-on end connectors (gauge based on radio requirements). Cables shall be enclosed in convoluted tubing and function identified with colored shrink-wrap. Power to radios shall be controlled by a continuous-duty switch actuated by the auxiliary battery disconnect switch.
17.02	12	Prewire and make installation provisions for communications radio. Installation includes: <ul style="list-style-type: none"> • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit. • 12Vdc power routed to radio transceiver location.



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		NOTE: Customer to supply (6) Motorola APX-6500 800MHz and (6) Kenwood TK-5710 VHF radios. One of each radio will be installed at the seven workstations. LDV to order mic extension cables as needed in order to install radios in customer specified layout. Includes Magnet Mount for all Microphones.
17.03	2	Prewire and make installation provisions for dual head communications radio. Installation includes: <ul style="list-style-type: none"> • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit. • 12Vdc power routed to radio transceiver location. NOTE: Customer to supply (1) Dual Head Motorola APX-6500 800MHz/VHF radio for the cab and exterior workstation. Customer to supply (1) Dual Head – Kenwood TK-5710 VHF radio for the cab and exterior workstation.
17.04	3	Spare antenna. Installation includes: <ul style="list-style-type: none"> • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit. NOTE: Add 1 VHF, 1 UHF and 1 700/700MHz antennas as spares
17.05		Install hinged panels under countertops to conceal radio transceivers where applicable.
17.06	1	Fabricate and install 3" x 3" square aluminum tubing antenna raceway on the roof of the body and will penetrate the roof on each side of the truck at radio box locations. Includes: <ul style="list-style-type: none"> • 3" high x 3" long aluminum access cover at each antenna base location on the side of the tubing for access to antenna base and coax cable. • Access covers with watertight gasket and attached with four (4) stainless steel machine screws. Raceway tube to have nut-serts installed for access cover attachment. • Carlon Carflex ENT conduit routed from antenna raceway penetration location to radio transceiver locations.
17.07	1	Radio antenna termination panel for up to twenty (20) radios. Includes: <ul style="list-style-type: none"> • TNC bulkhead jack in panel for each radio antenna on the raceway • Antenna leads from radio locations to panel routed through Carlon Carflex ENT conduit with 18" of extra cable at panel to allow customer to reconfigure panel as required NOTE: Include 1 VHF, 1 UHF and 1 700/700MHz antennas as spares in termination panel.
17.08	17	Magnetic microphone holder. Magnetic Mic MMSU-1. NOTE: Clips for (16) radio heads, (1) siren mic.
17.09	1	Uniden SDS200 Digital Police Scanner and externally mounted antenna. NOTE: Location: Workstation #3
17.10	1	Prewire and make installation provisions for customer owned radio rack charger. NOTE: Receptacle are for customer provided radio charger. Outlets will be "HOT" with auto eject.



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Item	Qty	
17.11	5	<p>Plantronics Headset, Jack box and Footswitch. Includes:</p> <ul style="list-style-type: none"> • One (1) Mobile Conductor Box w/ Footswitch PTT enabling mobile radio operator headset capability. • One (1) Primary voltage fluctuation protection electronics (dirty power emitted by vehicles). • 6 ft Radio Interface Cable From Mobile Conductor Box to Motorola APX8500 Mobile radio with DB26 connector. Part # 20-11135-06.. • SHS1890 PTT with carbon type microphone amplifier, PJ-7 connector, and selectable switch operation (momentary or locking modes). 10ft cable. <p>NOTE: Locations: Work stations # 1, 2, 3, 5, and 6.</p>
17.12	1	<p>JPS Z-SERIES Controller (up to 24 resources capable) Six (6) RSP-Z2 DUAL-CHANNEL TOP LEVEL w/Access Kit & Quick Start Guide (5160-600000) Three (3) MCC-4 Multi-Channel Desktop Console (5160-700000) Six (6) CABLE - MOTOROLA RADIO INTERFACE - APX6500/7500 (5961-291262-15) Six (6) CABLE - KENWOOD - NX-700/TK-5710 - ACU-1000/2000 (5961-291293-15) All equipment and cables supplied by LDV</p> <p>NOTE: All 800mhz and VHF radios to be connected to JPS unit to allow for maximum flexibility at dispatcher workstations.</p>
18.00		<u>TELEPHONE SYSTEM:</u>
18.01	1	Bogen TPU-15 (or current model) paging amplifier with four (4) Whelen SA314B (or current model) speakers interfaced with P/A features of the telephone switching system.
18.02		All telephone lines and cellular antenna cable shall be installed in Carlon Flex-Plus ENT conduit or raceway (as applicable).
19.00		<u>COMPUTER NETWORK AND EQUIPMENT:</u>
19.01	32	<p>RJ-45 Cat6 computer network jack with Cat6 cable routed through Carlon Flex-Plus ENT conduit or raceway (as applicable).</p> <p>NOTE: Locations: TBD</p>
19.02	1	Leviton 69270-U24 24-port Cat6 rack mount patch panel.
19.03	1	Leviton 69270-U48 (or current model) 48-port Cat6 rack mount patch panel.
19.04		Certified 18" Cat6 patch cord. As Required.
19.05		Certified 36" Cat6 patch cord. As Required.
19.06	1	Cable Certification Report confirming that network wiring complies with Cat6 specifications.
19.07	2	<p>JL256A Aruba 2930F 48G PoE+ 4-port SFP+ Switch</p> <p>NOTE: Request Specified items (Dell Switches, Peplink Routers, etc.) to be purchased by LDV for project; but drop shipped to COE for configuration before being sent to LDV for install.</p>
19.08	7	Snom D785 phone
19.09	3	Snom D785 phone wall mounts.
19.10	1	Algo 8301 IP Paging Adapter & Scheduler



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Item	Qty	
19.11	1	PepLink BPL-SDX-PRO-M2. Includes Only: Balance SDX Pro SDX Pro Base Chassis 1U 19" Rack-mount Chassis (ACW-752) L-mount Set (ACW-748) 2x Power Cord (ACW-614) Rubber Foot Pad set Features: Multi-WAN Router (Base version). No expansion modules.
19.12	2	EXM-2X5GH- 5G Cell Module. Each Module has 8x SMA Cell Connectors and 1x SMA GPS Connector.
19.13	4	Peplink mobility 40G Antenna, ANT-MB-40G-Q-B-6 4xLTE, 1xGPS 600-6000MHz, IP68, QMA, Black, 6.5ft / 2m. Includes EXC-SQ-15 LTE/GPS elements extension coax cable, SMA male to QMA female connector, 15ft / 4.5m.
19.14	1	PepLink APP-AX-IP67 Outdoor Wireless Access Point. Note: Does not include service provider contract. Configuration by customer.
19.15	1	PepLink APP-AX-IP67 Outdoor Wireless Access Point. Note: Does not include service provider contract. Configuration by customer.
19.16	1	HP Color LaserJet Pro Multi-Function Printer (MFP) M479FDW Product features: <ul style="list-style-type: none"> • Black/white or color print, copy, scan, and fax capable • 1 Hi-Speed USB 2.0; 1 host USB at rear side; Gigabit Ethernet 10/100/1000BASE-T network; 802.3az(EEE) 802.11b/g/n / 2.4 / 5 GHZ Wi-Fi radio • Dimensions (W X D X H) 16.8 x 25.7 x 16.3 in; 51.6 Lbs.
19.17	6	Install customer owned computer. NOTE: Full tower computers are needed to run our city camera system.
19.18	7	HDMI to Display Port cable for computer connection to Samsung Monitors. NOTE: Two runs from each streetside computer in Room 3 to 24" monitors One run from curbside computer in Room 3 to large monitor One from each computer in Room 4 to 27" monitor
19.19	2	HDMI cables run from computer to television. NOTE: One run from each computer in Room 4 to 32" television on wall. Connected to HDMI 2.
19.20	6	Quad USB-3.0 wall jacks mounted at workstation with cables run to computer.
19.21	1	U8 antenna with an iDirect IQ200 modem, 20W BUC, and LTE Advanced Pro. Includes: <ul style="list-style-type: none"> • Kymeta, U8911-11113-0, RDS (COTM) - Kymeta Hawk U8 GEO Terminal • Kymeta Maintenance Plan: U8 Geo Terminal one year plan, Required By Manufacturer • LDV custom roof mount
19.22	1	Fiber Input Cable run from the Input Box to the Router. NOTE: Will need to determine what type of Fiber Cable and Connector is needed
19.23	1	NEMA GPS antenna mounted on roof with cable running to Workstation 3 in Room 4. NOTE: This will have a USB connector that is run to a USB hub and then connected to the computer.



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Item	Qty	
20.00		MISCELLANEOUS ELECTRONICS:
20.01	1	<p>Columbia Weather Systems Magellan MX™ series model MX500 weather station with LCD touch screen display. System includes the following:</p> <ul style="list-style-type: none"> • All-in-one multi-parameter sensor housed in a self-aspirating radiation shield • Temperature Sensor • Relative Humidity Sensor • Digital Barometer • Relative humidity probe. • Ultrasonic wind direction & speed sensor with mounting adapter • Automatic self-alignment of wind direction using internal compass • Internal GPS • WeatherMaster™ software: Graphical weather monitoring software for Windows operating environment; displays, reports, and records current weather conditions. Readings data logged in Access database for future analysis and inclusion with other Windows-based programs. Internet capable, alarm notification program, and multi-station viewing features. Also includes ability to interface with Cameo/Aloha for plume modeling. • Touch screen LCD Color Weather Display Console™ • 19" rack mount chassis or wall mount • Displays real-time weather readings on four viewing screen views: Main, Aux, Trend and Min/Max. • Displays daily max/min data • FRC Kwik Raze KR-SB-500-I bottom raise pole with sensor permanently mounted on top. Pole has quick release handle that enables the pole to be raised approximately 24" above the roof line. <p>NOTE: Location of display: One (1) in the forward conference room.</p>
20.02	3	<p>Masterclock NTDS26 (or current model) networked synchronized clocks. Product features:</p> <ul style="list-style-type: none"> • Uses external (or your own internal) NTP source for accurate traceable time. • Display time in 12 or 24 hr format. • Display date in mm:dd:yy or dd:mm:yy. • All international time zones. • All automatic daylight saving time.
20.03	1	Middle Atlantic Products, Inc. MRK-4026 forty-space 19" wide x 26.5" depth (24" useable depth) open framed electronics equipment rack with caster base. Rack can easily slide out from its fixed position to allow side access to rack equipment.
20.04	1	Middle Atlantic VFD-40 Vented front door with Thumb Latch (No Key Lock).
20.05	1	Middle Atlantic MW-4FT top fan panel, with two (2) 50 cfm ventilation fans, QFAN.
20.06	3	Middle Atlantic PD-815SC-NS 15 amp power strip with eight (8) outlets. Includes PB-XS rack mounting bracket.
20.07	1	6" X 50" Full color – Outdoor programmable LED sign board mounted in recessed pan on side of body.



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Item	Qty	
20.08	1	Cast Products EB00013-1 (or current model) cast aluminum box with key lock. The rear of the box will be removed to allow cables to be passed into the vehicle. NOTE: Located in Streetside skirting under front slide out.
20.09	2	Cast Products EB00013-1 cast aluminum weatherproof box with key lock. NOTE: Locations: • One (1) located on street side near Workstation #3 • One (1) located on curb side behind the Electronics Rack
20.10	3	Shroud with weatherproof pass-through hatch installed in the door of the input box.
20.11	3	Exterior input box door painted to match body.
21.00		<u>EXTERIOR STORAGE COMPARTMENTS:</u>
21.01	3	Single door underbody storage compartment with approximate interior dimensions up to 36" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Locations: • Street side forward of rear wheels for storage. • Street side rearward of rear wheels for mast compressor. • Curb side rearward of rear wheels for storage.
21.02	1	Single door underbody storage compartment with approximate interior dimensions of 15" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Locations: Curb side under forward slide out room for slideout pump and power converters.
21.03		Compartments listed above will be constructed to the following specifications: • Sweep out type bottoms with 1/2" drain holes. • 2" box pan doors and door frames fabricated from 0.125" aluminum. • Door frames shall be riveted to the body and welded to the compartments. • Compartments shall have an LED light that illuminates when the door is opened. Compartments doors will be constructed to the following specifications: • Stainless steel hinges attached with stainless machine screws. • Slam latches and flush mounted handles. • 0.100" bright polished aluminum diamond plate on interior surfaces fastened with stainless hardware. • All doors shall be sealed with industrial grade neoprene gasket.
21.04		Dri-Dek matting on shelves.
21.05	1	Exterior charging station with flip down workstation surface. Door to be constructed from 0.125" aluminum with all welded seams, hinged at the bottom and door activated LED light strip. Product features: • Cable supports and locking latch. • Installed and Painted to match body. • Does not include inputs (CAT6, 12V, 120V, or inputs)



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Item	Qty	
21.06	3	Custom fabricated aluminum box pan shelf, approximately 24" deep. NOTE: Located in exterior compartments.
21.07		Heavy extruded aluminum B-Line channel fastened to bulkheads for shelf support in exterior compartment.
22.00		MISCELLANEOUS OTHER:
22.01	2	Girard Nova motorized retractable lateral arm awning. Features: • Dual-pitch awning with up to three lateral arms for superior strength, • AC electric powered motor with crank handle/manual override • Sensor that will retract the awning to prevent damage from the wind
22.02	2	Girard awning LED light kit. G-Lite Awning Lighting system is an LED light strip in the outer rail to illuminate area under awning. NOTE: Controlled by a button on the Multiplex system.
22.03	1	15" wide roof access ladder mounted on rear. Ladder features: • All welded construction for maximum strength • 1" diameter X 0.083" brush finished tubular aluminum rails • Aluminum grip-strut rungs
22.04	1	Heavy-duty Quadra Mfg. Bigfoot® four point fully automatic one-touch leveling system. Includes: • Four (4) QEII-26 jacks with 17,000-lb. capacity each, 26" long with 20" stroke • Air ride dump valve • Fully automatic control panel with manual feature • Safety interlock when jacks are deployed
22.05	1	Set of four (4) Super Dolly Pads high density polypropylene, injection molded yellow colored for use with leveling system jacks. Pads measure 15" x 17" x 1" thick with a grab strap on one side.
22.06	1	Removable Quartet Magnetic Porcelain Marker Board QRT P563T 36" x 24". • White, magnetic; matte finish for reduced glare. • Full-size tray for markers and erasers. • Magnetic brackets on the exterior of the vehicle.
22.07	3	5 pound dry chemical fire extinguisher. NOTE: Locations will be determined at final inspection.
22.08	4	Battery powered combination Carbon Monoxide and Smoke alarm.
22.09	1	Complete manual set, including the following (as applicable): • As-built specifications with interior and exterior drawings as used for production of the vehicle. • Chassis and body owner's manuals. • 12Vdc and 120Vac legends showing wire gauge, color, number and function. • 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels. • Roof top antenna placement drawing and legend identifying antenna placements and termination points.



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Item	Qty	
		<ul style="list-style-type: none"> • Audio/Video cabling diagram. • Chassis and generator maintenance and service logs. • Battery maintenance information. • All individual component manuals and warranty registration cards as provided by component manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.
22.10	1	<p>TRAINING. An LDV representative will provide up to eight (8) hours of orientation on LDV provided systems, as applicable:</p> <ul style="list-style-type: none"> • Generator start up and shut down procedure • Leveling system operation • AC and DC electrical systems operation • HVAC systems operation • Mast operation • Audio/Video system operation, does not include programming DVR's, TV's, etc. • Alarm operation • Awning operation
22.11	6	<p>Inspection/training trip to manufacturer facilities. Includes roundtrip airfare, car rental, and lodging. Minimum fourteen (14) day advance notice of travel is required.</p> <p>NOTE: Escondido PD requests to include visits to LDV facility for Q.A meetings as needed:(pre-construction; pre-delivery, etc.)</p>
22.12		<p>LDV warranty of one (1) year/12,000 miles, whichever comes first, for manufacturer's defects in materials and workmanship. Refer to LDV warranty statement for details of warranty coverage.</p>
22.13		<p>Note: Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as LDV supplied. These items include, but are not limited to:</p> <ul style="list-style-type: none"> • Radio and telephone system programming. • Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access. • Loading and configuring computer software. <p>In the event of a discrepancy between the drawing and specification, the specification will supersede. LDV reserves the right to make substitutions of equal quality and specifications of those listed in this document.</p> <p>Some component models change frequently. In the event that a specified component model becomes unavailable at the time LDV attempts to source it, LDV will provide a replacement model with equivalent or better features, as agreed upon with the customer.</p>



STAFF REPORT

September 13, 2023
File Number 0600-10; A-3476

SUBJECT

SCHOOL RESOURCE OFFICER AGREEMENT

DEPARTMENT

Police Department

RECOMMENDATION

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

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

Presenter: Edward Varso, Chief of Police

FISCAL ANALYSIS

This action will have no impact on the General Fund Budget. The Escondido Union School District will be financially responsible for expenses related to the SRO performing the services described in the Agreement and Scope of Work. The cost of a full-time peace officer will be reevaluated each school year.

PREVIOUS ACTION

The Escondido Police Department and the Escondido Union School District entered into an agreement on May 11, 2022 stating that the District would provide financial assistance for a School Resource Officer. The district paid a lump sum payment for the SRO Cost.

BACKGROUND

This Agreement provides an SRO for schools in the Escondido Union School District. The SRO is, and at all times will be, an employee of the City. The SRO will, in addition to typical crime-related issues, have the following responsibilities:

- A. Make presentations to the Schools as requested.



CITY *of* ESCONDIDO

STAFF REPORT

- B. Be the liaison for subject matter experts in specific fields of law enforcement for presentations.
- C. Be the liaison of information with intelligence systems and intelligence units for the schools.
- D. Be the liaison of information to other police agencies including, but not limited to, school police agencies and agencies with school police officers.
- E. Present information internally at the Escondido Police Department in the form of briefing training as well as individual ongoing information exchange.
- F. Make court appearances on behalf of active cases.
- G. Be a subject matter expert regarding events where students are impacted in any way.

Council approval of Ordinance No. 2023-13 authorizing the Chief of Police authority to execute the School Resource Officer Agreement on behalf of the City will enhance community safety.

ORDINANCES

- A. Ordinance No. 2023-13
- B. Ordinance No. 2023-13 Exhibit "A"

ORDINANCE NO. 2023-13

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

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

SECTION 1. The City Council makes the following findings:

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

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

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

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

a. Written information;

b. Oral testimony from City staff, interested parties, and the public;

c. The staff report, dated September 13, 2023, 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 written information, the staff report, all public testimony presented at the hearing held on this issue, this City Council authorizes the Chief of Police to enter into and sign on behalf of the City, without the prior approval of the City Manager or City Council, all contracts for School Resource Officer services, including all accompanying documents necessary for implementation of such contracts, for a period of five years from the effective date of this ordinance.

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

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

SECTION 7. The City Clerk is hereby directed to certify 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
SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer 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: Lisa Rodelo
 760- 839-4905
 ("CITY")

And: Escondido Union School District
 School Facilities Corporation
 a California corporation
 2310 Aldergrove Ave.
 Escondido, CA 92029
 Attn: Andrew McGuire
 760-432-2127
 ("DISTRICT").

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

WHEREAS, the Parties desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students and DISTRICT staff;

WHEREAS, the Parties desire to promote positive relationships between DISTRICT students, CITY police, and the community;

WHEREAS, the Parties desire to enter into this Agreement for the performance of school resource officer ("SRO") services described herein; and

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

1. Description of Services. CITY shall furnish all of the SRO services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").
2. SRO Cost. In exchange for CITY's completion of the Services, the DISTRICT shall pay the CITY

\$160,000 for actual costs of providing the Services ("SRO Cost"). The CITY shall be compensated only for actual costs of providing the Services described in this Agreement. No additional compensation shall be provided for any other work or services.

- a. The DISTRICT shall pay the SRO Cost as follows: One lump sum (100%) payment for the SRO Cost as specified in this Agreement upon receiving an invoice from the CITY. The CITY will submit the invoice for the SRO Cost for the term of this Agreement to the DISTRICT on or before November 1 for the following school year and be paid in full within 30 days. If the Agreement is terminated as provided herein, the CITY shall remit to the DISTRICT the proportional balance of any unused funds for that school year.
 - b. A failure to timely pay the CITY for the SRO Cost as billed shall relieve the CITY from providing the Services.
3. **Performance.** The CITY will provide one uniformed, regularly appointed, full-time peace officers to act as SROs for the benefit and use by Escondido Union School District, Escondido Union High School District, Escondido Charter, Classical Academy, Calvin Christian School, Grace Lutheran, and Escondido Christian (collectively, "Schools"). Each SRO is, and at all times will be, an employee of the CITY.
- a. ***SRO Responsibilities.*** Each SRO will, in addition to typical crime-related issues, have the following responsibilities:
 - (1) Make presentations to the Schools as requested;
 - (2) Be the liaison for subject matter experts in specific fields of law enforcement for presentations;
 - (3) Be the liaison of information with intelligence systems and intelligence units for the Schools;
 - (4) Be the liaison of information to other police agencies, including but not limited to school police agencies and agencies with school police officers;
 - (5) Present information internally at the Escondido Police Department in the form of briefing, and ongoing information exchange;
 - (6) Make court appearances on behalf of active cases; and
 - (7) Be a subject matter expert regarding events where students are impacted in any way.
 - b. ***SRO Qualifications.*** The CITY will provide three SROs for the Schools. Each SRO shall meet the following qualifications:
 - (1) Must have completed probation;
 - (2) Must have obtained a basic P.O.S.T. certificate;
 - (3) Must have a minimum of two years sworn police experience;
 - (4) Must be able to relate to youth in a positive manner;
 - (5) Must possess the personal qualities necessary to be a positive role model;
 - (6) Must have knowledge of all areas of law enforcement;
 - (7) Must possess the personal qualities necessary to effectively work with school administrators and teachers; and
 - (8) Must be able to make effective presentations to students.
 - c. ***Schedules, Coverage, and Changes.*** The CITY, through the Escondido Police Department, will provide the appropriate SRO coverage at the times it determines are appropriate on all days during which the Schools are in session, provided that the CITY's determination of the times for coverage will be made only after consultation with DISTRICT representatives. The CITY reserves the right to add, delete, or revise the schedule or location for the SRO when appropriate, provided that the CITY will meet and consult with DISTRICT representatives prior to any addition, deletion, or revision to any SRO schedule or location, and provided that no addition, deletion, or revision in SRO coverage shall be made without at least 90 days written

notice to the DISTRICT of the proposed action.

4. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. Either Party may terminate this Agreement for any reason upon providing the other Party with 60 days' advance written notice. The Party receiving the 60 days' advance written notice of termination agrees to cease all work under this Agreement on or before the effective date of any notice of termination.
5. Insurance Requirements.
 - a. DISTRICT 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 performance of the Services, including results of such Services by the CITY, 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 DISTRICT 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) If DISTRICT 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 DISTRICT.
 - 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-: 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*. DISTRICT'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 DISTRICT'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, DISTRICT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and DISTRICT 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.* DISTRICT hereby grants to the CITY a waiver of any right to subrogation that any insurer of DISTRICT may acquire against the CITY by virtue of the payment of any loss under such insurance. DISTRICT 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 DISTRICT, its agents, representatives, employees and subcontractors.
 - (7) *Self-Insurance.* DISTRICT 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. DISTRICT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, DISTRICT's (i) net worth and (ii) reserves for payment of claims of liability against DISTRICT's are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. DISTRICT's utilization of self-insurance shall not in any way limit the liabilities assumed by DISTRICT 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 DISTRICT executes this Agreement, DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT to stop work under this Agreement and/or withhold any payment that becomes due to DISTRICT until DISTRICT demonstrates compliance with the insurance requirements in this Agreement.
6. Indemnification, Duty to Defend, and Hold Harmless. DISTRICT (including DISTRICT'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 the CITY's performance of the Services, except where caused by the sole negligence or willful misconduct of the CITY. All terms and provisions within this Section 6 shall survive the termination of this Agreement.

7. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For DISTRICT: Andrew McGuire
Assistant Superintendent of Business Services
Escondido Union School District
2310 Aldergrove Ave.
Escondido, CA 92029
Telephone: 760-432-2127
Fax: 760-432-6956

For CITY: Edward Varso
Chief of Police
Escondido Police Department
1163 N. Center City Parkway
Escondido, CA 92026
Telephone: 760-839-4706
Fax: 760-839-4921

8. Notice. All notices to be provided under this Agreement by either party to the other shall be in writing and given either by: (a) personal service; (b) U.S. Mail, mailed either by registered or certified mail, return receipt requested with postage prepaid; or (c) by facsimile with written and verbal confirmation obtained from the party to whom the notice is addressed. The addresses to which notices are to be provided are specified in Section 7 and may be changed by written notice given in accordance with the notice provisions of this section.
9. Board of Education Authorization. The DISTRICT shall approve this Agreement through action of its Board of Education.
10. Anti-Assignment Clause. DISTRICT 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.
11. 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.
12. Independent Contractor. No agency or employment relationship is created, expressly or impliedly, by the execution of this Agreement.
13. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and DISTRICT.
14. 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 DISTRICT 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.
15. 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.

16. 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.
17. 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.
18. 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.
19. 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.
20. 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 DISTRICT shall promptly provide the other Party with notice of any changes to such contact information.
21. Compliance with Laws, Permits, and Licenses. DISTRICT 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. 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 DISTRICT to comply with this section.
22. 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: _____

Edward Varso, Chief of Police

ESCONDIDO UNION SCHOOL DISTRICT
SCHOOL FACILITIES CORPORATION

Date: _____

Signature

Name & Title (please print)

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

BY: _____

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

ATTACHMENT "A"

Scope of Work

A. General

The City of Escondido, a California municipal corporation ("City"), will provide the Escondido Union School District School Facilities Corporation, a California corporation ("District") with school resource officer services ("Services").

B. Location

The City will provide Services for the following District locations:

Escondido Union School District	
School	Address
Bernardo Elementary	1122 Mountain Heights Drive, Escondido, CA 92029
Central Elementary	122 W. Fourth Ave., Escondido, CA 92025
Conway Elementary	1325 Conway Drive, Escondido, CA 92027
Farr Elementary	933 Farr Ave., Escondido, CA 92026
Felicita Elementary	737 W. 13 th Ave., Escondido, CA 92025
Glen View Elementary	2201 E. Mission Ave., Escondido, CA 92027
Juniper Elementary	1809 Juniper St., Escondido, CA 92025
Lincoln Elementary	1029 N. Broadway, Escondido, CA 92026
L.R. Green Elementary	3115 Las Palmas Ave., Escondido, CA 92025
Miller Elementary	1975 Miller Ave., Escondido, CA 92025
North Broadway Elementary	2301 N. Broadway, Escondido, CA 92026
Oak Hill Elementary	1820 Oak Hill Drive, Escondido, CA 92027
Orange Glen Elementary	2861 E. Valley Parkway, Escondido, CA 92027
Pioneer Elementary	980 N. Ash St., Escondido, CA 92027
Reidy Creek Elementary	2869 N. Broadway, Escondido, CA 92026
Rock Springs Elementary	1155 Deodar Road, Escondido, CA 92026
Rose Elementary	906 N. Rose St., Escondido, CA 92027
Quantum Academy	420 N. Falconer Road, Escondido, CA 92027
Bear Valley Middle School	3003 Bear Valley Parkway, Escondido, CA 92025
Del Dios Academy of Arts and Sciences	1400 W. Ninth Ave., Escondido, CA 92029
Hidden Valley Middle School	2700 Reed Road, Escondido, CA 92027
Mission Middle School	939 E. Mission Ave., Escondido, CA 92025
Rincon Middle School	925 Lehner Ave., Escondido, CA 92026

Escondido Union High School District	
School	Address
Escondido High School	1535 N. Broadway, Escondido, CA 92026
Orange Glen High School	2200 Glenridge Road, Escondido, CA 92027
San Pasqual High School	3300 Bear Valley Parkway, Escondido, CA 92025
Valley High School	410 N. Hidden Trails Road, Escondido, CA 92027
Del Lago Academy	1740 Scenic Trails Way, Escondido, CA 92029

Independent / Charter Schools	
School	Address
Escondido Charter High School	1868 E. Valley Parkway, Escondido, CA 92027
Heritage Charter (K-8)	1855 E. Valley Parkway, Escondido, CA 92027
Classical Academy Middle School	144 W. Woodward Ave., Escondido, CA 92025
Classical Academy High School	207 E. Pennsylvania Ave., Escondido, CA 92025

ATTACHMENT "A"

Scope of Work

Calvin Christian Elementary	1868 N. Broadway, Escondido, CA 92026
Calvin Christian Middle School	2000 N. Broadway, Escondido, CA 92026
Calvin Christian High School	2000 N. Broadway, Escondido, CA 92026
Grace Lutheran Schools	643 W. 13 th Ave., Escondido, CA 92025
Escondido Christian School	923 Idaho Ave., Escondido, CA 92025

C. Services

The City will provide one uniformed, regularly appointed full-time peace officers as defined in Section 830.1 of the California Penal Code ("Officers") to provide Services at each of the District locations described in Section B, above.

D. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **July 31, 2024**.



STAFF REPORT

September 13, 2023

File Number 1020-75

SUBJECT

UPDATE TO ECONOMIC DEVELOPMENT WORK PLAN BUSINESS SUPPORT CAPITAL IMPROVEMENT PROJECT

DEPARTMENT

City Manager's Office, Economic Development

RECOMMENDATION

Request the City Council Receive and File an updated project description for the Economic Development Work Plan Business Support Capital Improvement Project

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

Presenter: Pedro Cardenas, Management Analyst

FISCAL ANALYSIS

No fiscal impact. \$56,402 already budgeted in this capital improvement project fund to support businesses in Escondido.

PREVIOUS ACTION

None

BACKGROUND

In 1999, The Façade and Property Improvement Capital Project Fund was created to provide matching grants for exterior improvements to commercial-use properties that apply and qualify for a grant, with a balance of \$1,954. In 2001, the Economic Incentive Capital Project Fund was created to offset reduced or waived fees approved by Council action for the Business Enhancement Zone projects, with a balance of \$61,402. Both programs are currently inactive.

In 2021, Council approved the reallocation of both of these funds to create the current Capital Project called the Economic Development Work Plan Business Support. The current Economic Development Work Plan Business Support project provides funding for matching grants for local small businesses to make infrastructure improvements that deter homeless activity and graffiti through CPTED practices as well as



CITY of ESCONDIDO

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provide resources geared toward growing small-scale, home-based manufacturers to enable them to scale up production and improve supply chain connections. The current accounting information is:

- Project Number: 101103
- Fund Number: 229
- Department: 002

Staff recommends adding "Facade Improvement" as an allowable use to this project description. This recommendation arises from the American Rescue Plan Act (ARPA) Small Business Grant program, which provides grant funding for facade improvements to businesses established before January 2020. Some businesses applied for this grant but did not meet the January 2020 cutoff. To address this, staff has identified an existing funding source that can accommodate applications that did not meet the ARPA requirements.

All applications will be evaluated using the same criteria employed for the existing Facade Improvement Grant program, with the exception of the 2020 cutoff.

The existing description reads:

The Economic Development Work Plan aims to provide funding for matching grants to local small businesses for infrastructure improvements that discourage homeless activity and graffiti through Crime Prevention Through Environmental Design (CPTED) practices. Additionally, these programs aim to allocate resources aimed at supporting small-scale, home-based manufacturers to enhance production capabilities and strengthen supply chain connections.

The new proposed description that reintroduces the façade improvement use reads:

The Economic Development Work Plan aims to provide funding for matching grants to local small businesses for infrastructure improvements that discourage homeless activity and graffiti through Crime Prevention Through Environmental Design (CPTED) practices. Additionally, these programs aim to allocate resources aimed at supporting small-scale, home-based manufacturers to enhance production capabilities and strengthen supply chain connections. Lastly, a façade improvement program will be made available to provide matching grants to business and property owners that wish to renovate, enhance, and improve highly visible buildings along core commercial corridors throughout the City.

RESOLUTIONS

a.

ORDINANCES

b.



CITY *of* ESCONDIDO

STAFF REPORT

ATTACHMENTS

a.

ORDINANCE NO. 2023-11

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

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

SECTION 1. The City Council makes the following findings:

a) The intent and purpose of the Downtown Specific Plan is to create a dynamic, attractive, and economically vital city center; and

b) A verified application was submitted to, and processed by, the Planning Division of the Development Services Department as Planning Case No. PL23-0109, and seeks approval of a Downtown Specific Plan Text Amendment to amend the Figure II-2 (List of Permitted and Conditionally Permitted Uses) to allow for “All types of eating establishments providing meal service from an on-site operating commercial-grade kitchen, and / or dessert service from an on-site operating commercial-grade freezer / refrigerator facility with, or without, incidental sale of alcohol (including micro-breweries and outdoor dining, but with no drive-through), with no live amplified entertainment or dancing” within the Creekside Neighborhood District of the Specific Plan; and

c) Said application was processed in accordance with the rules and regulations of the Escondido Municipal and Zoning Code, and the applicable procedures and time limites specified by the Permit Streamlining Act (Government Code Section 65920 et. seq) and CEQA (Public Resources Code Section 21000 et. seq.); and

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



STAFF REPORT

September 13, 2023
File Number 0600-10; A-3097-1

SUBJECT

PL23-0270 – EXTENSION OF TIME FOR 661 BEAR VALLEY PARKWAY DEVELOPMENT AGREEMENT

DEPARTMENT

Planning Division, Development Services Department

RECOMMENDATION

Request the City Council adopt Ordinance No. 2023-12, authorizing the Mayor to execute, on behalf of the City, a First Amendment to Development Agreement approving a two-year Extension of Time for the 661 Bear Valley Parkway Development Agreement.

Staff Recommendation: Approval (Development Services Department: Christopher McKinney, Deputy City Manager)

Presenter: Ivan Flores, Associate Planner

FISCAL ANALYSIS

None.

PREVIOUS ACTION

On August 15, 2018, the City Council approved the Project and certified a Final Environmental Impact Report (SCH No. 2016111969).

PLANNING COMMISSION ACTION

On August 22, 2023, the Planning Commission recommended approval of the Extension of Time on a 7 – 0 vote.

BACKGROUND

Trumark Homes (“Applicant”) has submitted a request for a Extension of Time (“EOT”) for a previously executed Development Agreement associated with Planning Case Nos. SUB15-0002, PHG15-0004, and ENV15-0001 (Bear Valley Parkway Development) (“Project”). On August 15, 2018, the City Council approved a Tentative Subdivision Map, Master Plan, Grading Exemption, and Development Agreement for 55 residential lots. The approval included the certification of a Final Environmental Impact Report (SCH No. 2016111060).



CITY of ESCONDIDO

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The Extension of Time will extend the term of the Development Agreement by two years so the Applicant may finalize post-entitlement permits associated with the Project.

A complete Project description and analysis of the Project can be found on the August 22, 2023, Planning Commission Staff Report (see Attachment “1”).

ENVIROMENTAL ANALYSIS

On August 15, 2018, the City Council adopted Resolution No. 2018-120 for certification of a Final Environmental Impact Report (EIR) and adoption of a Mitigation Monitoring and Reporting Program. The Project is for an Extension of Time for a previously recorded Development Agreement. Pursuant to Section 15162 of the California Environmental Quality Act Guidelines, a subsequent EIR is only required if substantial changes are proposed which will require major revisions of the previous EIR; substantial changes with respect to the circumstances under which the project is undertaking due to the involvement of new significant environmental effects or substantial increase in the severity of the previously identified significant effects; or new information of substantial importance, which was not known and could not have been known with exercise of reasonable diligence at the time previous EIR was certified. The Project would not exceed the parameters outlined for requiring a subsequent EIR. A Notice of Determination will be filed with the County of San Diego per CEQA Guidelines Section 15075 (see Attachment “2”).

CONCLUSION AND RECOMMENDATION

Based on the analysis contained in this staff report, in addition to the August 22, 2023 Planning Commission Report, staff recommends that the City Council adopt Ordinance No. 2023-12 authorizing the Mayor to execute a First Amendment to Development Agreement which extends the term of the Development Agreement by two years up to September 21, 2025.

ORDINANCES

- a. Ordinance No. 2023-12
- b. Ordinance No. 2023-12, Exhibits A - C

ATTACHMENTS

- a. Attachment “1” – August 22, 2023 Planning Commission Staff Report
- b. Attachment “2” – Notice of Determination



STAFF REPORT

DATE: August 22, 2023
PL23-0270 – 661 Bear Valley Parkway

PROJECT NUMBER / NAME: PL23-0270 / Extension of Time for 661 Bear Valley Development Agreement

REQUEST: A request for an Extension of Time to amend a previously executed Development Agreement for SUB15-0002, PHG15-0004, and ENV15-0001 (661 Bear Valley Parkway Development). The Extension of Time is to extend the term of the Development Agreement by two years while the applicant finalizes permits for the Final Map, grading permit, and other post-entitlement permits related to the Project.

PROPERTY SIZE AND LOCATION: The approximately 42-acre site is located on the east side of Bear Valley Parkway, and is addressed at 661 Bear Valley Parkway. (Assessor's Parcel Numbers: 237-131-01-00 and 237-131-02-00)

APPLICANT: Trumark Homes

GENERAL PLAN / ZONING: Estate II (E2) / Planned Development – Residential (PD-R)

PRIMARY REPRESENTATIVE: Paul Faye (Trumark)

DISCRETIONARY ACTIONS REQUESTED: Extension of Time for a Development Agreement

PREVIOUS ACTIONS: The project was approved by the City Council on August 22, 2018.

CEQA RECOMMENDATION: The City Council certified a Final Environmental Impact Report (SCH No. 2016111060) on August 22, 2018.

STAFF RECOMMENDATION: Recommend approval to City Council

REQUESTED ACTION: Approve Planning Commission Resolution No. 2023-14

CITY COUNCIL HEARING REQUIRED: ☒ YES ☐ NO

REPORT APPROVALS: ☐ Andrew Firestine, Director of Development Services

☒ Adam Finestone, City Planner



CITY of ESCONDIDO

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BACKGROUND

Trumark Homes ("Applicant") has submitted an Extension of Time for a previously executed Development Agreement associated with Planning Case Nos. SUB15-0002, PHG15-0004, and ENV15-0001 (Bear Valley Parkway Development) ("Project"). On August 22, 2018, the City Council approved a Tentative Subdivision Map, Master Plan, Grading Exemption, and Development Agreement for 55 residential lots. The approval included the certification of a Final Environmental Impact Report (SCH No. 2016111060).

On October 25, 2022, the Planning Commission reviewed and approved the Precise Development Plan for the architectural details of the homes.

SUMMARY OF REQUEST

The Project site is located at the intersection of Encino Drive and Bear Valley Parkway, on the east side of Bear Valley Parkway, and is addressed at 661 Bear Valley Parkway (see Attachment 1). The Applicant request an Extension of Time to amend the terms of a previously executed Development Agreement (see Attachment 2) by an additional two years so that they may finalize their post-entitlement permits related to recordation of the Final Map, grading, building, and landscaping permits. The only amendment to the Development Agreement is to extend its term; no other changes are proposed.

SUPPLEMENTAL DETAILS OF REQUEST

The Applicant is working to finalize permits associated with on-site and off-site improvements for the development of the Project. The following permits have been applied for and their statuses are provided below:

L22-0009 (On-Site Landscape Plan): Approved on 2/15/22 - pending outstanding fees and security bonds.

L22-0022 (Habitat Mitigation Landscape Plan - Bear Valley Parkway): Approved on 2/28/22 - pending outstanding fees and security bonds.

L22-0023 (Fence and Wall Plan): 3rd plan check returned on 5/2/23 – several minor corrections.

P22-0004 (On-site Public Improvement Plan): Approved on 01/05/2023 - pending outstanding fees and security bonds.

P22-0003 (Off-site Public Improvement Plan): 3rd plan check returned on 4/10/23 – several major corrections on retaining wall design and street design.

E22-0007 (Final Map): 3rd plan check returned to applicant on 11/17/22 – several minor corrections.

GP22-0003 (Rough Grading Plan): 4th plan check returned on 5/23/23 – several minor corrections, fees balance and bonds are outstanding.

GP22-0057 (Precise Grading Plan): Screen check conducted of the Precise Grading Plan, returned on 11/29/2022 – on hold until Final Map records.

T22-0005 (Traffic Control Plans): 2nd plan check returned on 2/16/23 – several corrections outstanding.



CITY of ESCONDIDO

STAFF REPORT

Item 15.

B23-2326 (Building Permit for Private Streetlights): 1st plan check returned on 7/31/23 – several minor corrections.

B22-4285 (Building Permit for Construction of Homes): 1st plan check returned 01/04/23 – corrections.

PROJECT ANALYSIS

1. General Plan Conformance:

a. Land Use and Community Form:

The City's 2012 General Plan has several policies and goals related to the use of Development Agreements.

Development Agreement Policy 15.1: Encourage Development Agreements as a mechanism to secure community benefits from applicants that the City cannot require as part of a project's approval

The original Development Agreement outlined several public benefits and improvements related to designing and constructing 2,937 -lineal feet of Bear Valley Parkway; contributing \$215,000 for security related to the off-site improvements; and construction of 528-lineal feet of Northbound Bear Valley Parkway from the south edge of the residential development to Ranchito Drive. The Project will retain the previously identified public benefits and improvements, and will provide the Applicant an additional two years to finalize the outstanding plans and permits identified above.

2. Zoning or Specific Plan Conformance:

Article 58 (Development Agreements) of the Escondido Zoning Code allows for the execution of Development Agreements. The Project is for the extension of a previously executed Development Agreement. Amendments to Development Agreements are permitted under Section 33-1142 (Amendments and cancellation of agreement by mutual consent). The amendment will amend the terms of the agreement to allow for an additional 2 years for the Applicant to finalize their permits.

FISCAL ANALYSIS

None.

ENVIRONMENTAL ANALYSIS

On August 22, 2018, the City Council adopted Resolution No. 2018-120 for certification of a Final Environmental Impact Report (EIR) and adoption of a Mitigation Monitoring and Reporting Program. The Project is for an Extension of Time for a previously recorded Development Agreement. Pursuant to Section 15162 of the California Environmental Quality Act Guidelines, a subsequent EIR is only required if substantial changes are proposed which will require major revisions of the previous EIR; substantial changes with respect to the circumstances under which the project is undertaking due to the involvement of new significant environmental effects or substantial increase in the severity of the previously identified significant effects; or new information of substantial importance, which



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was not known and could not have been known with exercise of reasonable diligence at the time previous EIR was certified. The Project would not exceed the parameters outlined for requiring a subsequent EIR. A Notice of Determination will be filed with the County of San Diego per CEQA Guidelines Section 15075.

PUBLIC INPUT

The project was noticed consistent with the requirements of both the Escondido Zoning Code and the State Law. Staff has not received any correspondence from the public regarding the project as of the preparation of this report.

CONCLUSION AND RECOMMENDATION

Staff has found that the Project is consistent with policies outlined in the 2012 General Plan. The amended Development Agreement will provide an additional 2 years for the Applicant to finalize outstanding post-entitlement permits. The Project does not otherwise change the prior approvals, conditions of approval, or the previously certified Final Environmental Impact Report.

Based on the analysis contained in this staff report, staff recommends that the Planning Commission adopt Resolution No. 2023-14, recommending approval of the Extension of Time to amend a previously executed Development Agreement as described in this staff report, as detailed in Exhibits "A" and "B" of Resolution No. 2023-14. The draft Planning Commission Resolution No. 2023-14, including Exhibits "A," "B," and "C" is included as Attachment 3 to this staff report.

ATTACHMENTS

1. Location Map, General Plan, and Zoning
2. Executed Development Agreement
3. Draft Planning Commission Resolution No. 2023-14 including Exhibits "A," "B," and "C"



CITY of ESCONDIDO

STAFF REPORT

ATTACHMENT 1

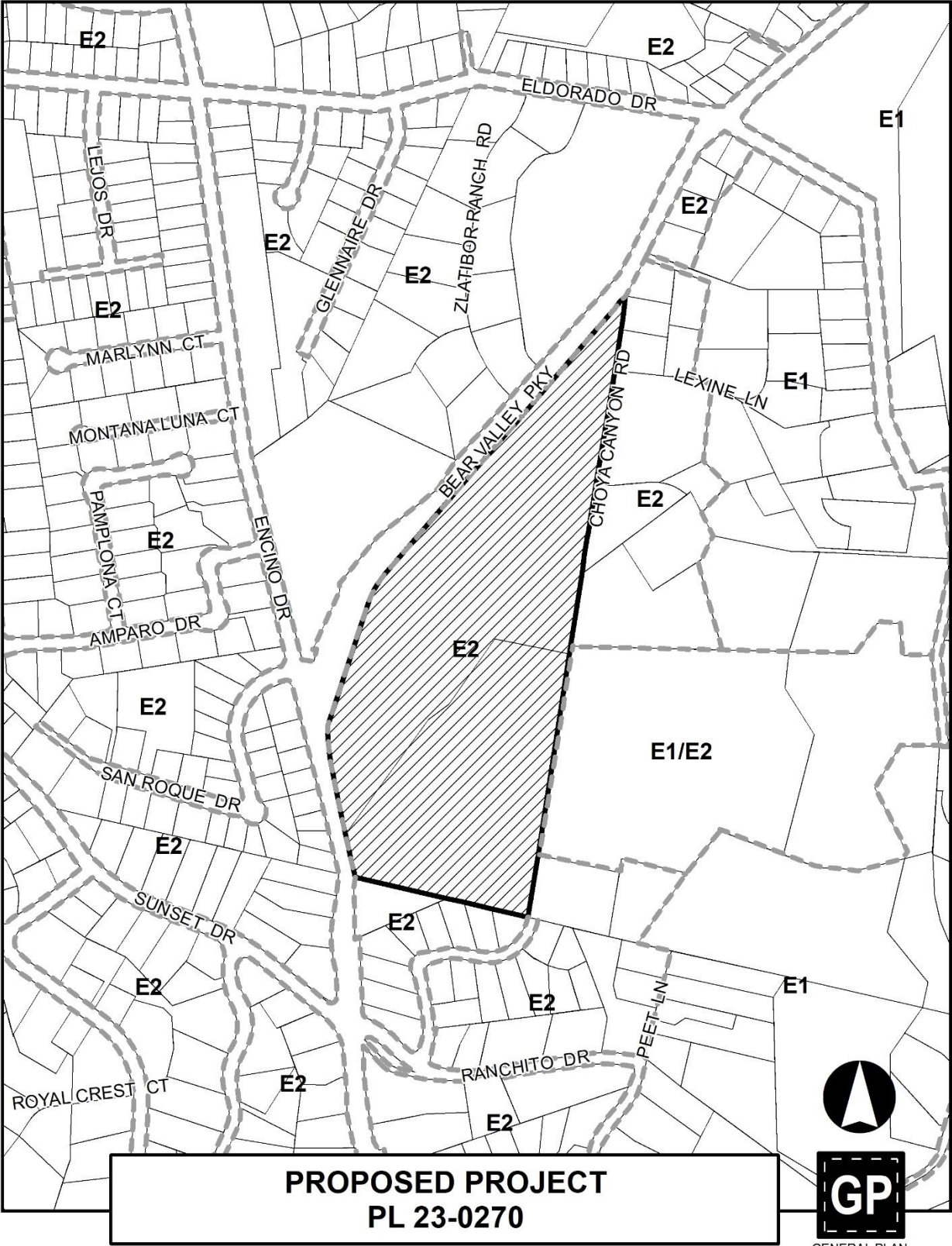
GENERAL PLAN, ZONING, AND LOCATION MAP





CITY of ESCONDIDO

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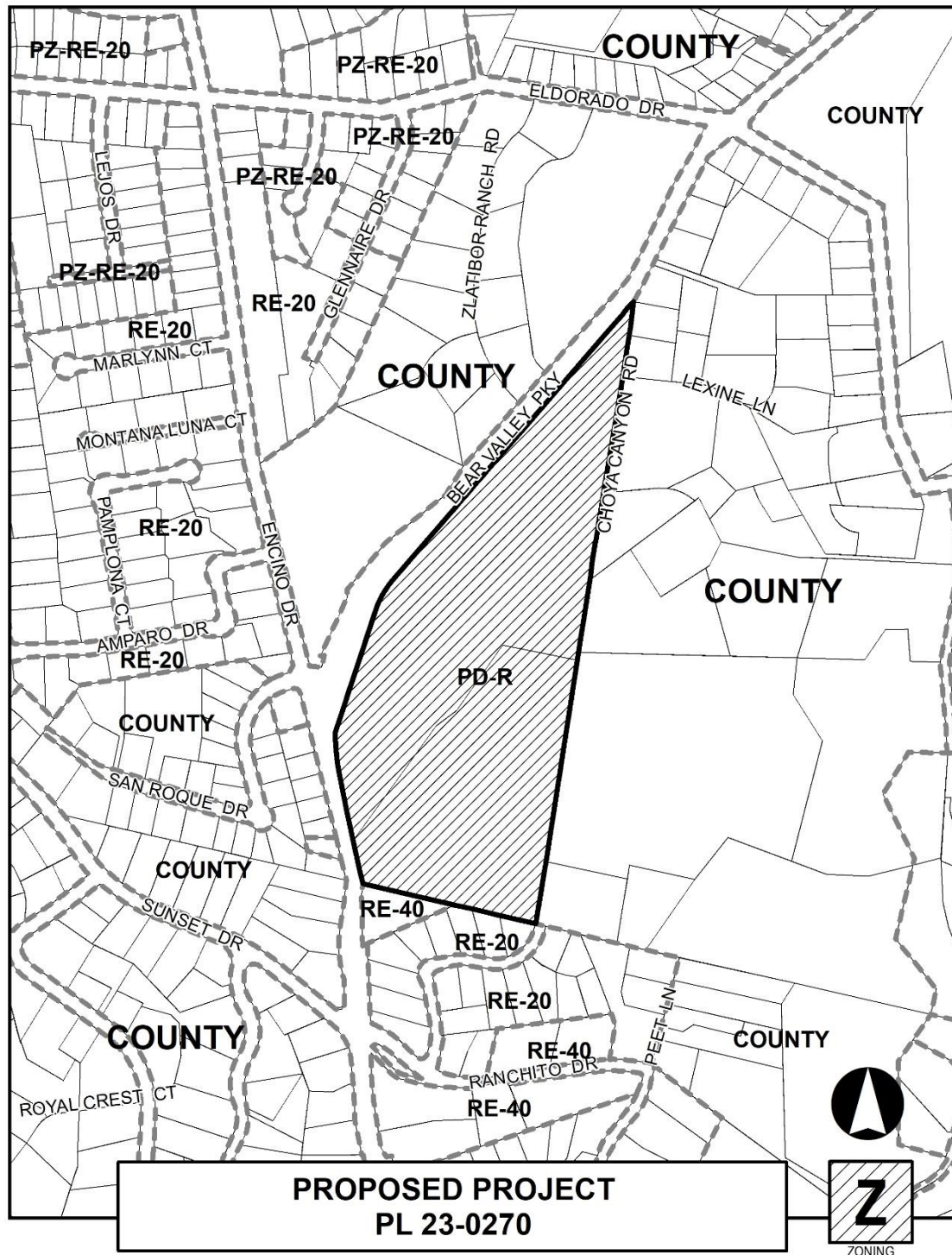


GENERAL PLAN



CITY of ESCONDIDO

STAFF REPORT





Nov 05, 2018 02:52 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 21

2/P
NF
RECORDING REQUESTED BY:

CITY CLERK, CITY OF
ESCONDIDO

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF ESCONDIDO
201 N. BROADWAY
ESCONDIDO, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

APN: 237-131-01 and 237-131-02

**Recording Fees Exempt Per Government Code Section 27383
DEVELOPMENT AGREEMENT
for 661 Bear Valley Parkway**

between

CITY OF ESCONDIDO

and

Spieth & Wohlford, Inc.

November 1, 2018

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the City and Owner.

RECITALS

WHEREAS, Government Code Sections 65864 through 65869.5 and Articles 58 and 68 of the City's Zoning Code authorize the City to enter into binding development agreements with persons or entities having legal or equitable interests in real property for the purpose of establishing certainty in the development process for both the City and the property owner, and to enable specific terms regarding property development, to be negotiated and agreed upon; and

WHEREAS, the purposes of the Agreement are to eliminate uncertainty in the planning and development of the Project by assuring Owner that it may develop the Property, in accordance with existing laws, subject to the terms and conditions contained in the Agreement; assure the orderly installation of necessary improvements and the provision for public services appropriate for the development of the Project; and enable the City to obtain substantial public benefits by virtue of the Agreement.

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

ARTICLE I Definitions

1. **"Amendment"** refers to any written amendment to this Agreement approved by the City Council as provided in Article II, Section 3.
2. **"Annual Review"** refers to the Owner's demonstration of compliance with the terms of this Agreement every 12 months.
3. **"Assignee"** refers to an assignee of this Agreement in accordance with Article II, Section 2 and approved by the City in writing.
4. **"Director"** refers to the Director of Community Development.
5. **"CEQA"** refers to the California Environmental Quality Act.
6. **"City"** refers to the City of Escondido, its City Council, its mayors and council members, past and present, and employees and agents.
7. **"Cure Period"** refers to the period of time in which a default may be cured, which will be 30 days.
8. **"Development Fees"** refers to the development related fees as provided in the City's Fee Guide and referred to as development fees.

9. **"Differing Site Condition"** means unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
10. **"Effective Date."** The effective date of the Agreement shall be the day that is 30 days after the City Council's adoption of an ordinance approving this Agreement.
11. **"Entitlements"** refers to all approvals and permits necessary or incidental to the development of the Project or any portion thereof, whether discretionary or ministerial, including but not limited to, specific plans, tentative or final tract map approvals, whether standard or vesting, conditional use permits, variances, project plans, grading permits, building permits, and this Agreement and includes all conditions of approval regarding any particular Entitlement.
12. **"Exaction"** refers to any fee, tax, requirement, condition, dedication, restriction, or limitation imposed by the City upon the development of the Property at any time in accordance with the Existing Laws.
13. **"Existing Laws"** refers to the ordinances, resolutions, codes, rules, regulations, general plan, stormwater regulations and official policies of the City governing the development of the Property, including, but not limited to, the permitted uses of the Property, the density or intensity of use, the design, improvement and construction standards and specifications for the Project, including the maximum height and size of proposed buildings, and the provisions for reservation and dedication of land for public purposes, in effect on the Effective Date of this Agreement.
14. **"Future Exaction"** refers to Exactions imposed after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise.
15. **"Future Laws"** refers to all ordinances, resolutions, codes, rules, regulations, and official policies implemented by the City after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise. Future Laws includes changes to the Existing Laws.
16. **"General Fees"** refers to all general development fees which the City may levy pursuant to Government Code Sections 66000 et seq. ("the Mitigation Fee Act"), including, but not limited to, application fees, processing fees, utility connection fees, inspection fees, capital facilities fees, development impact fees, traffic impact fees, park fees and such other similar fees as may be enacted from time to time and generally applied throughout the City, excluding Development Fees.
17. **"General Plan"** refers to the City's General Plan in effect on the Effective Date.
18. **"Minor Modifications"** refers to minor modifications regarding the performance of this Agreement that are consistent with the Entitlements and have minimal impacts to the City's operations in terms of timing, performance, or value.

19. **"Modification"** refers to a modification approved by the City Council as provided in Article VI, Section 5.
20. **"Offsite Improvements"** refers to the Public Benefit offsite improvements as defined in Section I.B of Exhibit B to this Agreement.
21. **"Operating Memorandum"** refers to addenda to this Agreement to document changes or adjustments in the performance of this Agreement as specified in Article III, Section 7.
22. **"Owner"** refers to Spieth & Wohlford, Inc., who has legal or equitable interest in the real property which is the subject of this Agreement.
23. **"Party"** City or Owner may be referred to individually as Party or collectively as Parties.
24. **"Project"** shall mean and refer to all improvements described in the Entitlements and this Agreement.
25. **"Property"** shall mean the certain real property located in the County of San Diego, State of California as described in the Exhibit A.
26. **"Public Benefits"** shall refer to the consideration given by Owner to the City, as described in Exhibit B attached hereto, in return for the City's good faith performance of all applicable terms and conditions in this Agreement.
27. **"Public Improvements"** refers to any public improvements required to be constructed as conditions of approval to the Entitlements or as additionally provided in this Agreement.
28. **"Review Letter"** refers to a letter from the City regarding a statement of Owner's compliance with this Agreement, following a positive Annual Review by the City.
29. **"Term"** shall refer to the term of this Agreement as provided in Article II, Section 1.

ARTICLE II

General Provisions

1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue for (five) 5 years unless terminated, modified, amended or extended as permitted by this Agreement. After the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer subject to the Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.
2. **Assignment.** The rights and obligations of Owner under the Agreement may be assigned by Owner as part of an assignment of the Property, only after receiving written approval from the City. Owner shall provide (thirty) 30 days advance written notice to the City of any requested assignment. The City shall have the right to ensure that the proposed assignee has the financial

capability to complete and fulfill any uncompleted requirements relating to the Public Benefits and Public Improvements. Any assignment agreement must be in writing and expressly provide that (a) the assignment shall be subject to this Agreement; and (b) the Assignee assumes all of Owner's rights and obligations with respect to the Property, or portion thereof, assigned.

3. **Amendment of Agreement.** The Agreement may be amended in writing by the mutual consent of the Parties in accordance with Article 58, Chapter 33 of the Escondido Zoning Code as well as any applicable state or federal law. The Agreement shall include any amendment properly approved and executed. Minor Modifications in the manner of performance shall not constitute an Amendment to the Agreement and may be accomplished through an Operating Memorandum.

4. **Enforcement.** Unless amended or terminated as provided herein, this Agreement is enforceable by either Party or its successors and assigns, notwithstanding any Future Laws, which alter or amend the Existing Laws.

5. **Defense and Indemnification.**

a. Owner agrees to defend, indemnify, and hold harmless, City, and provide and pay all costs for a defense of and judgment against the City, including any award for attorney's fees and litigation costs, in any legal action filed in a court of competent jurisdiction by a third party challenging the Project, or any component thereof, or this Agreement.

b. Owner shall further indemnify, defend and hold harmless the City and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2015-0001) of the California Regional Water Quality Control Board Region 9, San Diego, as amended or extended, which the City might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project.

c. The City shall have no liability to the Owner or any other person for, and Owner shall indemnify, defend, protect and hold harmless the City from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, which the City may suffer or incur or to which the City may become subject as a result of or allegedly caused by the payment of prevailing wages for construction of any of the Public Benefits or Public Improvements.

d. If any action or proceeding is brought against the City by reason of any of the matters against which Owner has agreed to indemnify the City as provided above, Owner, upon notice from the City, shall defend the City at Owner's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. The City need not have first paid for any of

the matters to which the City is entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

6. **Third Party Challenges.** In the event the validity, applicability, or implementation of the Agreement is challenged by means of legal proceedings by any party other than the City and Owner, it shall be the City's option, at its sole and absolute discretion, whether to undertake the defense of such challenge. If the City determines not to defend such challenge, it shall be the option of Owner, to defend the validity, applicability, or implementation of this Agreement in the proceeding at Owner's sole expense. The City and Owner agree to cooperate in the defense of any such challenges.

7. **Notices.** All notices or communication between the City and Owner pursuant to the Agreement shall be in writing and shall be given by personal delivery, overnight delivery service, certified or registered mail, facsimile or telecopy to the addresses set forth below. The addresses may be changed by giving (ten) 10 days written notice.

A. City

City of Escondido
Attention: Director of Community Development
201 N. Broadway
Escondido, CA 92025

with a copy to:

City Attorney
201 N. Broadway
Escondido, CA 92025

B. Owner

Spieth & Wohlford
Attention: Elizabeth B. Wohlford
P.O. Box 5005 #17
Rancho Santa Fe, CA 92067

with a copy to:

Jack Henthorn
Henthorn & Associates
P.O. Box 237
Carlsbad, CA 92008

8. **Conflict of State or Federal Laws.** If state or federal laws or regulations enacted after the Effective Date prevent compliance with any provision of this Agreement or require changes in any Entitlements, those laws or regulations shall be controlling and the Parties shall make a good faith, reasonable attempt to modify this Agreement to comply both with the intent of the Agreement and with the new laws or regulations.

The City shall timely assist Owner in securing any permits, including permits from other public agencies, which may be required as a result of the modifications, suspensions, or alternate courses of action.

ARTICLE III Development of the Property

1. **Applicable Rules, Regulations, and Policies.** Owner shall have the vested right, to the fullest extent allowed by law, to develop the Property in accordance with the Entitlements, Existing Laws and this Agreement. During the Term, the Entitlements, Existing Laws and this Agreement shall control the overall design, development and construction of the Project. Notwithstanding the foregoing, nothing in this Agreement shall preclude the City from applying changes occurring from time to time in the uniform codes published in Title 24 of the California Code of Regulations and adopted by the City, including local amendments, in effect when the building permits are issued.
2. **Future Laws.** Future Laws shall not apply to the Project except as expressly provided in this Agreement. Future Laws may be applied to the Project if they are not in conflict with the Existing Laws. Owner may give the City written notice of its election to have any Future Law applied to the Property, in which case such Future Law will be considered an Existing Law for purposes of this Agreement.
3. **Future Discretionary Reviews.** Except as set forth in this Agreement, the City shall retain its discretionary rights in reviewing applications for Entitlements. Owner's applications for Entitlements and the City's review thereof, must comply with the Existing Laws and with the terms and conditions of this Agreement. The City shall not impose any conditions upon Entitlements that are more restrictive than or inconsistent with the terms of this Agreement or the Existing Laws, except as required by state or federal law. The City may conduct, in accordance with CEQA and the Existing Laws, an environmental review for Entitlements. The City may impose, if required by CEQA, additional mitigation measures to mitigate significant adverse environmental effects that were not previously considered, or were found to be infeasible to mitigate at the time of approval of this Agreement. Nothing herein is intended to require or authorize additional CEQA environmental review or mitigation measures beyond that otherwise required by CEQA.
4. **Permitted Uses and Density.** The Agreement shall vest the right to develop the Property to the fullest extent allowed by law with respect to the permitted uses of land, density and intensity of uses, and the rate or timing and phasing of development as described in the Entitlements which are hereby incorporated as if fully set forth in this Agreement. The permitted uses, density, and intensity of use of the Project, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes, shall substantially conform to those specified in the Entitlements, Existing Laws and this Agreement. All other aspects of the Project that are not specified in the Entitlements shall be determined by the Existing Laws, except as expressly provided herein.

5. **Time for Construction and Completion of the Project.** Owner cannot predict when or the rate or the order in which the Property or the parcels will be developed, if at all. Such decisions depend upon numerous factors that are not within the control of the Owner, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Therefore, Owner shall have the right to develop the Property in phases, in such order, at such rate, and at such times as Owner deems appropriate in Owner's business judgment, subject only to the provisions of this Agreement and the Entitlements. Owner shall be entitled to apply for and receive approval of permits, building permits, and other Entitlements for use at any time and for any or all portions or phases of the Project, provided that application is made in a manner consistent with this Agreement and the Entitlements.

The City may require, and will process, all customary plans and agreements generally applicable to developers in the City for similar works of onsite or offsite improvements.

6. **Moratorium.** No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of the City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within the City, or portions of the City, shall apply to the Property to the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section shall not affect the City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria, as established by the initiative process, or as otherwise established by law.

7. **Operating Memoranda.** The Parties acknowledge that the provisions of this Agreement require cooperation between the City and Owner, and that the refinements and further development of the Project hereunder may demonstrate that changes are appropriate with respect to the details of performance of the Parties hereunder. The Parties desire, therefore, to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. If and when, from time to time during the Term, the Parties find that such Minor Modifications are necessary or appropriate, they may effectuate such Minor Modifications through Operating Memoranda approved by the Parties, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further changed and amended from time to time as necessary with further approval by the City and Owner. No such Operating Memorandum shall require prior notice or hearing, or constitute an amendment or modification to this Agreement; and in the case of the City, such Operating Memorandum may be acted upon by the City Manager or his designee. Failure of the Parties to enter into any such Operating Memorandum shall not affect or abrogate any of the rights, duties or obligations of the Parties hereunder or the provisions of this Agreement. An Operating Memorandum may be recorded as an addendum to this Agreement.

8. **Term of Map(s) and Other Project Approvals.** Pursuant to California Government Code Section 66452.6(a), the term of the subdivision map that is processed on all or any portion of the Property and the term of each of the Entitlements shall be extended for a period of time

through the Term of the Agreement. The extension pursuant to Government Code Section 66452.6(a) shall be in addition to any other available extensions pursuant to applicable law. Should this Agreement be terminated, the Owner shall have thirty (30) days to submit an application for the extension of any portion of an approved tentative map.

9. **Infrastructure Capacity.** Subject to Owner's proportionate contribution to infrastructure and the Public Benefits provided by Owner, in accordance with the requirements of the Entitlements, the City hereby acknowledges that it will have sufficient capacity in its infrastructure services and utility systems, including, without limitation, traffic circulation, flood control, sanitation service and, except for reasons beyond the City's control, sewer collection, sewer treatment, water supply, treatment, distribution and service, to accommodate the Project. To the extent that the City renders such services or provides such utilities, the City hereby agrees that it will serve the Project and that there shall be no restriction on connections or service for the Project except for reasons beyond the City's control.

10. **Easements.** Easements dedicated for pedestrian use shall be permitted to include public easements for underground improvements, including but not limited to, drainage, water, sewer, gas, electricity, telephone, cable and other utilities and facilities, so long as they do not unreasonably interfere with pedestrian use.

11. **Public Improvements.** Owner agrees to design and construct the improvements as provided in Exhibit B to this Agreement. The Owner's requirement to design and construct the improvements and the City's obligation to reimburse Owner, in Exhibit B, shall survive the termination of this Agreement, provided that notwithstanding any other provision in this Agreement, the Parties' obligations under this Section 11 shall terminate upon the expiration of the tentative subdivision map.

12. **Fees.** The Owner shall pay the Development Fees and General Fees in the amounts in effect at the time Owner submits payment of the fees unless otherwise explicitly provided in this Agreement.

ARTICLE IV Provision of Public Benefits

1. **Description of Public Benefits.** Owner shall provide the City with the Public Benefits, as further described in Exhibit B, as consideration for the City's good faith performance of all applicable terms and conditions in this Agreement.

2. **Occupancy Contingent on Construction of Public Improvements.** Owner acknowledges that the City shall not grant a certificate of occupancy for any building constructed on the Property prior to the construction of all improvements described in Exhibit B. This contingency for occupancy shall survive the termination of this Agreement, provided that the contingency for occupancy shall terminate upon expiration of the tentative subdivision map.

3. **Recordation of Final Map Contingent on Security for Public Benefits.** Prior to recordation of the Final Map, Owner must enter into an improvement agreement or agreements

which will detail Owner's construction obligations for Public Improvements and the Public Benefits, and will require Owner to provide financial security for completion of construction, in a form or forms as approved by the City Attorney.

4. **Processing During Third Party Litigation.** The filing of any third party lawsuit(s) against the City or Owner relating to this Agreement, any Entitlements, or to other development issues affecting the Property shall not delay or stop the development, processing or construction of the Project or approval of Entitlements, unless the third party obtains a court order preventing the activity.

ARTICLE V Annual Review

1. **Owner Responsibilities.** At least every (twelve) 12 months during the Term, Owner shall demonstrate good faith substantial compliance with the major provisions of the Agreement and provide, to the best extent possible, the status and timing of development of the Project and related public improvements to the City for an Annual Review. If requested by the City, Owner shall provide any additional detail or information necessary to demonstrate good faith compliance with any particular provision of this Agreement identified by the City.

2. **Opportunity to be Heard.** Owner shall be permitted an opportunity to be heard orally and in writing at any noticed public hearing regarding its performance under this Agreement. Owner shall be heard before each appropriate board agency or commission and the City Council at any required public hearing concerning a review of performance under this Agreement.

3. **Information to be Provided to Owner.** The City shall mail to Owner a copy of staff reports and related exhibits concerning Agreement performance, a minimum of (ten) 10 calendar days prior to consideration and review by the City Council.

4. **Annual Review Letter.** If Owner is found to be in substantial compliance with this Agreement after the Annual Review, the City shall issue, upon written request by Owner, a Review Letter to Owner stating that, based upon information known or made known to the City Council, the City Planning Commission, and/or the City Manager, this Agreement remains in effect and Owner is in compliance. Owner may record the Review Letter in the Official Records of the County of San Diego.

5. **Failure of Annual Review.** The City's failure to perform an Annual Review of Owner's substantial compliance with the terms and conditions of the Agreement shall not constitute or be asserted as a default by Owner.

ARTICLE VI Delay, Default, Remedies, and Termination

1. **Notice and Cure of Default.** In the event of a material default, the Party alleging a default shall give the defaulting Party a notice of default in writing. The notice of default shall specify the nature of the alleged material default. During the Cure Period, the Party charged

shall not be considered in breach. If the default is cured within the Cure Period, then no breach shall be deemed to exist. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which such alleged failure satisfactorily may be cured.

2. **Waiver.** Failure or delay in giving notice of default shall not constitute a waiver of any other material default. Except as otherwise expressly provided in this Agreement, a failure or delay in asserting any rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies otherwise available to a Party or deprive a Party of the right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any rights or remedies it may have.
3. **Default by Owner.** The Director may recommend the review and termination of this Agreement to the City Council upon an occurrence of a material default that is not cured within the Cure Period. The foregoing does not limit any of the City's other remedies upon a material breach of this Agreement by the Owner.
4. **Default by the City.** Upon a material default by the City, that is not cured within the Cure Period, Owner, without limiting any of its other remedies, shall not be obligated to complete any of its obligations under this Agreement.
5. **Termination or Modification.** Any termination or modification of this Agreement shall be done in accordance with Article 58, Chapter 33 of the Escondido Zoning Code as well as any applicable state or federal law. Owner shall have sixty (60) days from the Effective Date to sign the Agreement or the Agreement shall automatically expire.

ARTICLE VII

Encumbrances and Releases on Property

1. **Discretion to Encumber.** This Agreement shall not prevent or limit Owner, in any manner, from encumbering the Property or any portion of the Property or any improvement on the Property by any mortgage. The City acknowledges that lenders providing financing may require modifications to this Agreement and the City agrees, upon request, from time to time, to meet with Owner and/or representatives of lenders to negotiate in good faith any lender request for modification provided any modification does not will not affect the timely completion or fulfillment of any requirements in the Entitlements or this Agreement relating to the Public Benefits.

ARTICLE VIII

Miscellaneous Provisions

1. **Rules of Construction.** The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive.
2. **Severability.** If any non-material provision of this Agreement shall be adjudged by a court of competent jurisdiction to be invalid, void, or illegal, it shall in no way affect, impair, or

invalidate any other provision of this Agreement. If any material part of the Agreement is adjudged by a court of competent jurisdiction to be invalid, void, or illegal, the Parties shall take all steps necessary to modify the Agreement to implement the original intent of the Parties in a valid and binding manner. These steps may include the waiver by either of the Parties of their right under the unenforceable provision. If, however, this Agreement objectively cannot be modified to implement the original intent of the Parties and the Party substantially benefited by the material provision does not waive its rights under the unenforceable provision, the executory portions of the Agreement shall become void.

3. **Entire Agreement.** Except as expressly referred to herein, this Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all other negotiations and previous agreements between the Parties with respect to that subject matter.

4. **Waivers.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate agents of the City or of Owner.

5. **Recording.** The City Clerk shall cause a copy of this Agreement to be recorded with the Office of the County Recorder of San Diego County, California within (ten) 10 days following the Effective Date. Upon the completion of performance of this Agreement or its revocation or termination, a statement evidencing completion, revocation, or termination signed by the appropriate agents of Owner and the City shall be recorded in the Official Records of San Diego County, California.

6. **Project as a Private Undertaking.** It is specifically understood by the Parties that the Project is a private development and that Owner shall have the full power and exclusive control of the Property subject to the provisions of this Agreement. Any improvements completed remain the property of the Owner unless the City has explicitly accepted any improvement.

7. **Captions.** The captions of the Agreement are for convenience and reference only and shall not define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of the Agreement.

8. **Consent.** Where the consent or approval of a Party is required or necessary under this Agreement, the consent or approval shall not be withheld unreasonably.

9. **The City's Ongoing Statutory Authority.** Except as expressly stated, nothing in this Agreement shall limit the City's authority and responsibility under the California Constitution and applicable California statutes to act in the best interests of the public health, safety, and welfare, and nothing in this Agreement is intended to limit in any way the legislative discretion otherwise afforded the Escondido City Council under state or federal law.

10. **Covenant of Cooperation.** The Parties shall cooperate with and assist each other in the performance of the provisions of the Agreement including assistance in obtaining permits for the development of the Property which may be required from public agencies other than the City. The covenant of cooperation shall include, to the maximum extent permitted by law, that the

City shall use its best efforts to prevent any ordinance, measure, moratorium or other limitation from invalidating, prevailing over or making impossible any provision of the Agreement, and the City shall cooperate with Owner to keep this Agreement in full force and effect. Owner reserves the right to challenge any such ordinance, measure, moratorium, or other limitation in a court of law if it becomes necessary to protect the development rights vested in the Property pursuant to this Agreement.

11. **Further Actions and Instruments.** Each of the Parties shall cooperate with and provide reasonable assistance to the other in the performance of all obligations under this Agreement and the satisfaction of the conditions. Upon the request of either Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of the Agreement or to evidence or consummate the transactions contemplated herein.

12. **Successors and Assigns.** Subject to Article II Section 2 above, the burdens of this Agreement shall be binding upon, and the benefits of this Agreement inure to, all successors-in-interest and assigns of the Parties.

13. **Time of the Essence.** Time is of the essence of this Agreement and of each and every term and condition hereof.

14. **Applicable Laws.** This Agreement shall be construed and enforced in accordance with the laws of the State of California. All statutory references are to California statutes.

15. **No Waiver of Existing Rights or Applicable Laws.** This Agreement shall not constitute a waiver of any of Owner's existing rights or applicable laws, nor shall it limit or expand Owner's right to challenge any General Fee as being contrary to applicable law or to challenge any existing or Future Exaction as being in excess of Exactions permitted by applicable law.

16. **Authorization.** Each person executing this Agreement hereby warrants and represents that he/she has the authority to enter into this Agreement and to bind his/her respective entity to the provisions hereof. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.

17. **No Third Party Beneficiaries.** This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third party.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement:


CITY OF ESCONDIDO

CITY OF ESCONDIDO

By: 
 Sam Abed
 Its: Mayor

By: 
 Diane Halverson
 Its: Clerk

SPIETH & WOHLFORD, INC

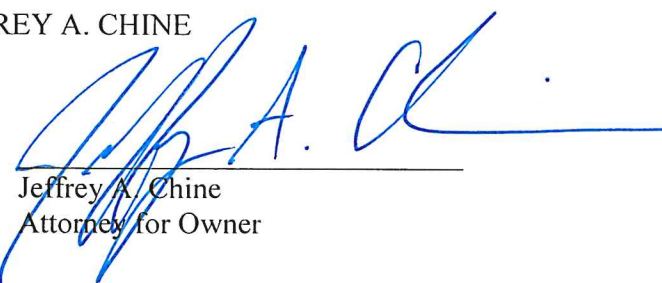
By: 
 Elizabeth B. Wohlford
 Its: Managing Member

APPROVED AS TO FORM:

CITY OF ESCONDIDO

By: 
 for Michael R. McGuiness
 City Attorney

JEFFREY A. CHINE

By: 
 Jeffrey A. Chine
 Attorney for Owner

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

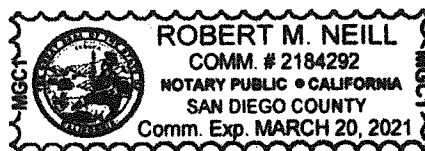
On October 25, 2018 before me, Robert M Neill, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth B. Wohlford,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature R M Neill (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On October 22, 2018 before me, Shelley C. Nelson, Notary Public
(insert name and title of the officer)

personally appeared Jeffrey A. Chino,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
 subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
 his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the
 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

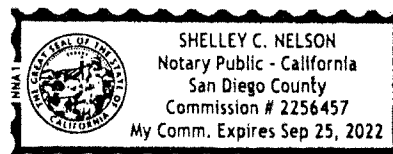
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Shelley C. Nelson

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego)

On November 1, 2018 before me, Jennifer Ekblad, notary
Date Here Insert Name and Title of the Officer

personally appeared Arne Shred and Simon Halverson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jennifer Ehlke
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:



**CITY OF ESCONDIDO
PLANNING DIVISION
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
760-839-4671**

NOTICE OF DETERMINATION

DATE: September 14, 2023

<p>TO: — Office of Planning Research State Clearinghouse P.O. Box 3044 Sacramento, CA 95812-3044</p> <p> — X San Diego County Recorder's Office Attn: Fish and Wildlife Notices 1600 Pacific Highway, Room 260 San Diego, CA 92101 MS: A-33</p>	<p><i>Street Address:</i> 1400 Tenth St. Rm 113 Sacramento, CA 95814</p>	<p>FROM: City of Escondido 201 North Broadway Escondido, CA 92025 (<u>Lead Agency</u>)</p>
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SUBJECT: Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code.

"Rezone, Master Development Plan, Tentative Subdivision Map, Grading Exemption, Specific Alignment Plan, and Development Agreement" – SUB15-0002, PHG15-0004, and ENV15-0001
Project Title/Case No.

2016111060	City of Escondido
State Clearinghouse Number (if submitted to State Clearinghouse)	Lead Agency

Paul Faye (Trumark Homes); 450 Newport Center Drive, Suite 300; Newport Beach, CA 92660
(858) 668 - 6134
Project Applicant, Address and Phone Number

Ivan Flores, Associate Planner	760-839-4529	iflores@escondido.org
Contact Person	Telephone Number	Email

Project Location (Include County): The proposed project is located on the east side of Bear Valley Parkway, and is addressed at 661 Bear Valley Parkway in the City of Escondido, County of San Diego (Assessor's Parcel Number(s): 237-131-01-00 and 237-131-02-00)

Project Description: A request for an Extension of Time for a previously executed Development Agreement for SUB15-0002, PHG15-0004, and ENV15-0001 (661 Bear Valley Parkway Development). The Extension of Time is to extend the term of the Development Agreement by two years while the applicant finalizes permits for the Final Map, grading permit, and other post-entitlement permits related to the Project. In accordance with the California Environmental Quality Act (CEQA), the certified Final Environmental Impact Report demonstrates based on substantial evidence that the prior environmental analysis in the EIR adequately addresses the potential environmental effects of 661 Bear Valley Parkway Development and support a finding that the modified Development Agreement would not raise any significant new issues nor exceed the level of impacts identified in the previously certified EIR requiring additional analysis under CEQA.

This is to advise that on September 13, 2023, the Escondido City Council (Lead Agency) has approved the above described project and relies on a previously certified Final Environmental Impact Report (FEIR) for the 661 Bear Valley Parkway Development (City File Nos. SUB15-0002, PHG15-0004, and ENV15-0001; Resolution Nos. 2018-120), and has made the following determinations regarding the proposed project:

1. The project ____ will, **X** **will not**, have a significant effect on the environment.
2. ____ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
3. **X** **A Final Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA and the previously certified FEIR adequately addresses environmental impacts.**
4. Mitigation measures ____ were, **X** were not, adopted for this project.
5. A mitigation reporting or monitoring plan ____ was, **X** was not, adopted for this project
6. A Statement of Overriding Considerations ____ was, **X** was not, adopted for this project.
7. Findings ____ were, **X** were not, made pursuant to the provisions of CEQA.

This is to certify that a copy of the Final Environmental Impact Report and Mitigation Monitoring and Reporting Program (City File No. ENV 15-0001 and Resolution Nos. 2018-120), and record of project approval(s) with any comments and responses are available for review by the general public at the City of Escondido Planning Division, 201 N. Broadway, Escondido, California 92025. Telephone number: 760-839-4671. The City of Escondido has complied with CEQA in preparation of the Final Environmental Impact Report for the 661 Bear Valley Parkway Development.

Name of Official Filing Notice:

Ivan Flores, AICP, Associate Planner
 City of Escondido
 Lead Agency

Signature: _____

Date: September 14, 2023

Date Received for Filing _____

Filing Fee Transmitted to County Clerk \$50.00

ORDINANCE NO. 2023-12

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

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

SECTION 1. The City Council makes the following findings:

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

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

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

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

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

August 22, 2023. Following the public hearing on August 22, 2023, the Planning Commission adopted Resolution No. 2023-14, which recommended that the City Council approve the Extension of Time and amend the term of the Development Agreement.

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 September 13, 2023, hold a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including, without limitation

- a) Written information including application materials and other written and graphical information.
- b) Oral testimony from City staff, interested parties, and the public.
- c) The City Council staff report, dated, September 13, 2023, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request.
- d) Additional information submitted during the public hearing

SECTION 4. Upon consideration of the Findings of Fact, attached as Exhibit "B" and incorporated herein by this reference as though fully set forth, the September 13, 2023, City Council staff report, and the Planning Commission recommendation, based on the totality of the record and evidence described and referenced in this Ordinance, the City Council desires to extend the term of the Development Agreement by two years.

SECTION 5. ENVIRONMENTAL REVIEW. On August 15, 2018, the City Council adopted Resolution No. 2018-120 for certification of a Final Environmental Impact Report (FEIR) and adoption of a Mitigation and Monitoring Reporting Program. The Project would not exceed the parameters outlined for requiring a subsequent EIR. A Notice of Determination will be filed with the County of San Diego per CEQA Guidelines Section 15075.

SECTION 6. The City Council hereby approves the amendment to the Development Agreement, attached as Exhibit "C" hereto and incorporated herein by this reference as though fully set forth herein.

SECTION 7. 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 8. As of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9. 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 10. This Ordinance shall become effective 30 days from the date of the passage.

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Escondido, County of San Diego, State of California, described as follows:

PARCEL 1: (APN 237-131-01-00)

LOTS 2, 3 AND 4 IN BLOCK 257 OF THE RANCHO RINCON DEL DIABLO, ACCORDING TO MAP THEREOF NO. [648](#), FILED ON NOVEMBER 20, 1890, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO THAT PORTION OF THE UNNAMED STREET BOUNDED ON THE WEST BY SAID LOTS 2 AND 3 AND ON THE EAST BY SAID LOT 4 IN SAID BLOCK 257, VACATED AND ABANDONED TO PUBLIC USE MAY 29, 1939, BY THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, A COPY OF SAID VACATION RECORDED JUNE 05, 1939 IN [BOOK 901, PAGE 449](#) OFFICIAL RECORDS.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LOTS 2 AND 3, LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 3 DISTANT THEREON SOUTH 14°15' EAST 853.5 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 3, RUNNING THENCE NORTH 75°45' EAST 163.0 FEET; THENCE NORTH 3°32' EAST 247.6 FEET; THENCE NORTH 37°41' EAST 277.3 FEET; THENCE NORTH 52°07' EAST 293 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 2 WHICH IS DISTANT THEREON SOUTH 40°05' WEST 1157 FEET FROM THE ANGLE POINT IN SAID SOUTHEASTERLY LINE LYING IMMEDIATELY WEST OF THE MOST NORTHERLY CORNER OF LOT 4 IN SAID BLOCK 257.

ALSO EXCEPTING THEREFROM THOSE PORTIONS OF SAID LOTS 3 AND 4 AND OF THE SAID VACATED STREET LYING BETWEEN SAID LOTS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE NORTH 8°39' EAST ALONG THE EASTERLY LINE OF SAID LOT 4, 1120 FEET; THENCE NORTH 79°37' WEST 352.9 FEET; THENCE SOUTH 34°05' WEST 331.7 FEET; THENCE SOUTH 50°49' WEST 104.3 FEET; THENCE SOUTH 34°58' WEST 592.1 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE SOUTH 14°15' EAST ALONG THE SOUTHWESTERLY LINE OF LOT 3 AND ALONG THE SOUTHWESTERLY LINE OF THE VACATED UNNAMED STREET ABOVE REFERRED TO, 184.2 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.

PARCEL 2: (APN 237-131-02-00)

THOSE PORTIONS OF LOTS 3 AND 4 IN BLOCK 257 OF RANCHO RINCON DEL DIABLO, ACCORDING TO MAP THEREOF NO. [648](#), FILED ON NOVEMBER 20, 1890, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND OF THE UNNAMED STREET LYING BETWEEN SAID LOTS 3 AND 4, VACATED AND ABANDONED TO PUBLIC USE MAY 29, 1939, BY THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY A COPY OF SAID VACATION RECORDED JUNE 05, 1939 IN [BOOK 901, PAGE 449](#) OFFICIAL RECORDS. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE NORTH 8°39' EAST ALONG THE EASTERLY LINE OF SAID LOT 4, 1120 FEET; THENCE NORTH 79°37' WEST 352.9 FEET; THENCE SOUTH 34°52' WEST, 331.7 FEET; THENCE SOUTH 50°49' WEST 104.3 FEET; THENCE SOUTH 34°58' WEST, 591.1 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE SOUTH 14°15' EAST

ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3 AND ALONG THE SOUTHWESTERLY LINE OF THE VACATED UNNAMED STREET ABOVE REFERRED TO, 184.2 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4 TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS GRANTED TO THE COUNTY OF SAN DIEGO BY DOCUMENT RECORDED OCTOBER 29, 1969 AS DOCUMENT NUMBER [198728](#) OF OFFICIAL RECORDS.

EXHIBIT "B"

PLANNING CASE NO. PL23-0270

FACTORS TO BE CONSIDERED/ FINDINGS OF FACT

Environmental Determinations:

In accordance with Public Resources Code section 21166 and California Environmental Quality Act (CEQA) Guidelines section 15162, the City Council finds and determines as follows:

1. The potential environmental effects of the actions described in the original Project have been analyzed, considered and mitigated through an Initial Study and a Final Environmental Impact Report ("FEIR") (SCH: 2016111060) prepared and certified on August 15, 2018, pursuant to CEQA. See City Council Resolution No. 2018-120.
2. The City has evaluated and considered the changes that would be implemented by the Project, as amended or modified. These changes do not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
3. The City has evaluated and considered the changes with respect to the circumstances under which the actions identified in revised Details of Request, as amended by the Project, are being undertaken. The changes with respect to these circumstances do not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
4. The City is not aware of any new information of substantial importance that discloses that the actions described in the Project, as amended or modified, will have other or more severe significant environmental effects not previously discussed or that previously rejected or other mitigation measures or alternatives are now feasible and effective.
5. Therefore, the Final Environmental Impact Report remains adequate and no further CEQA environmental analysis is required for Project as amended or modified.

Development Agreement Findings (Escondido Zoning Code Section 33-1138)

The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, Special Planning Area provisions, and Improvement standards adopted by the City as described below.

1. *The project is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan;*

The Project is for an Extension of Time for a previously executed Development Agreement. The Project is in substantial conformance with previous approvals related to SUB15-0002, PHG15-0004, and ENV15-0001. The Project is consistent with policies related to Development Agreements as outlined in the City's 2012 General Plan.

2. *The project is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located and all other provisions of Chapter 33 of this code;*

The Project is related to SUB15-0002, PHG15-0004, and ENV15-0001, which is for a residential development. Residential uses are permitted within the Planned Development – Residential (PD-R) zone. The Project has been previously analyzed for conformance with the regulations contained in Chapter 33 (Escondido Zoning Code). No changes are proposed as a part of this Project's request.

3. *The project is in conformity with public convenience, general welfare and good land use practices;*

The Project substantially conforms to approvals associated with SUB15-0002, PHG15-0004, and ENV15-0001. The Project conforms with the public convenience, general welfare and good land use practices. The Extension of Time will allow for the Applicant to implement the original Project's approvals.

4. *The project will not be detrimental to the health, safety and general welfare;*

The Project is for an Extension of Time for a previously executed Development Agreement. The Extension of Time will not be detrimental to the health, safety and general welfare.

5. *The project will not adversely affect the orderly development of property or the preservation of property values;*

The Project is for an Extension of Time that would allow the Applicant to substantially implement the orderly development of the subject property.

6. *The project is consistent with the provisions of [Government Code](#) Section 65864 et seq*

The Project will extend a previously executed Development Agreement for another two years so that the Applicant may finalize post-entitlement permits. The amended Development Agreement will continue to be consistent with the provisions of Government Code Section 65864.

EXEMPT FROM FEES pursuant to
Gov't Code §§ 6103, 27383, and 27388.1
(filing requested/executed by municipality)

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Planning Division
City of Escondido
201 North Broadway
Escondido, California 92025-2798

This Space for Recorder's Use Only

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("**First Amendment**") is made and entered into effective this ____ day of _____, 2023 ("**Effective Date**"), by and between by and between the City of Escondido, a California municipal corporation ("**City**"), and TH Bear Valley Escondido LLC ("**Owner**"). (The City and Owner each may be referred to herein as a "**Party**" and collectively as the "**Parties**")

WHEREAS, the City and prior owner, Spieth & Wohlford, Inc., previously entered into that certain Development Agreement for 661 Bear Valley Parkway recorded in the Official Records of San Diego County, California, on November 5, 2018, as Instrument No. 2018-0462661 ("**Development Agreement**"), pertaining to that certain real property designated as Assessor's Parcel Nos. (APNs) 237-131-01 and 237-131-02, as more particularly described in the Development Agreement (the "**Property**"); and

WHEREAS, subsequent to the execution of the Development Agreement, the Property was sold and ownership is now vested in Owner; and

WHEREAS, the Parties desire to amend the Development Agreement to extend its term;

NOW, THEREFORE, in reliance on the foregoing and in consideration of the mutual covenants, agreements, and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Extension of Term of Development Agreement. The Term of the Development Agreement is hereby extended by a period of two years, commencing on September 21, 2023 and expiring on September 21, 2025.
2. Counterparts. This First Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document.
3. Effective Date. Unless a different date is provided in this First Amendment, the

effective date of this First Amendment shall be the latest date of execution set forth by the names of the signatories below.

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

CITY OF ESCONDIDO,
a California municipal corporation

By: _____ Date: _____
Dane White
Its: Mayor

TH BEAR VALLEY ESCONDIDO LLC
a California Limited Liability Company

By: _____ Date: _____
Gregg A. Nelson
Its: Manager

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

Approved as to Form:

OFFICE OF THE CITY ATTORNEY
Michael R. McGuinness, City Attorney

M. Dare DeLano, Senior Deputy City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA]

COUNTY OF _____]

On _____, before me,

_____, a Notary Public, personally appeared

_____, who proved to me on the basis of

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument

and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),

and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of

which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

City

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA]

COUNTY OF _____]

On _____, before me,

_____, a Notary Public, personally appeared

_____, who proved to me on the basis of

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument

and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),

and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of

which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

Owner

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA]

COUNTY OF _____]

On _____, before me,

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satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument

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and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of

which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

City



STAFF REPORT

September 13, 2023

File Number 0680-10

SUBJECT

REVIEW OF CAMPAIGN CONTRIBUTION LIMITS –

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council review campaign contribution limits and related campaign control amendments.

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

Presenter: Zack Beck, City Clerk

BACKGROUND

On June 14, 2023, Councilmember Morasco requested an item be placed on the future agenda regarding the impacts of recent changes to California State Law on campaign contribution limits in Escondido. The item was placed on the August 16, 2023 Council Meeting agenda. During the August 16 Council Meeting, Mayor White moved the item to September 13, 2023.

PREVIOUS ACTION

On November 18, 2020, the City Council adopted Ordinance No. 2020-27 which states that, *"No person other than a candidate shall make, and no campaign treasurer shall solicit or accept, any contribution which will cause the total amount contributed by such person with respect to a single election in support of or opposition to such candidate, including contributions to all controlled committees supporting such candidate, to exceed one thousand dollars (\$1,000.00) for any single election for a city council district office, or to exceed one thousand seven hundred fifty dollars (\$1,750.00) for any single election for the office of mayor or city treasurer."*

In 2020, the California Legislature passed Assembly Bill (AB) 571, which applies a default campaign contribution limit to city candidates when the city has not already enacted a contribution limit. The 2023-2024 contribution limits for city candidates in cities that have not enacted limits is \$5,500. Please note that none of the provisions of AB 571 apply to candidates in Escondido, since the City has enacted campaign contribution limits. However, the City of Escondido can adjust campaign contribution limits by modifying Ordinance No. 2023-14 (Attachment 1)



CITY of ESCONDIDO

STAFF REPORT

In 2022, the California Legislature passed Senate Bill (SB) 1439, a bill that amended Section 84308 of the Political Reform Act. The changes took effect on January 1, 2023. SB 1439 provides that local elected officials – including city council members – are now required to “conflict out” of certain proceedings involving persons that made contributions to their respective political campaigns. The statute also prohibits officials from accepting, soliciting, or directing contributions exceeding \$250 from a party to or participant in the proceeding, or their agents, while such a proceeding is pending and for 12 months after the final decision in the proceeding.

On June 15, 2023, the Fair Political Practices Commission (FPPC) adopted new and amended regulations, to clarify some of the questions raised by public agencies as to how to implement SB 1439. Many questions still remain as to how the new law will work in practice. Highlights of the new and amended regulations include:

- **Applicability.** The FPPC confirmed that the Levine Act’s amended provisions do not apply to contributions made or received, or proceedings participated in, prior to January 1, 2023, for elected officials.
- **Definition of “Pending” Proceeding.** The FPPC created a context-specific approach to determining when a proceeding is “pending” for purposes of the Levine Act.
 - *With respect to officers,* a proceeding is considered “pending” when (1) the decision is before the officer (for members of the governing body, this includes when the item is placed on the agenda for discussion or decision at a public meeting of the body) or (2) it is reasonably foreseeable the decision will come before the officer and the officer knows or has reason to know the decision is within the jurisdiction of the agency.
 - *With respect to a party or participant,* a proceeding is “pending” once the entitlement for use decision is within the jurisdiction of the agency (e.g., once the application has been filed). This means parties and participants must refrain from making contributions exceeding \$250 to an officer, once an application has been filed with the agency, even though the decision has not yet come before the officer. However, officers would not be at risk of violating the Levine Act by accepting a contribution from a party or participant in instances where the officer does not know or have any reason to know about the proceeding.
- **Definition of “Knows or Has Reason to Know.”** Under the Levine Act, when an officer knows or has reason to know that a participant has a financial interest in a proceeding, the officer is prohibited from accepting, soliciting, or directing a contribution exceeding \$250 from the participant. Likewise, an officer is prohibited from taking part in a proceeding if, within the preceding 12 months, the officer has willingly or knowingly received a contribution exceeding



CITY of ESCONDIDO

STAFF REPORT

\$250 from a party or party's agent, or participant or participant's agent if the officer knows or has reason to know of the participant's financial interest in the decision.

- The FPPC has clarified that an officer knows or has reason to know of a participant's financial interest in a decision only if the officer has actual knowledge of the financial interest, or the *participant reveals facts in written or oral statements during the proceeding* before the officer that make the person's financial interest apparent.
 - While all relevant facts should be considered, an official aware of the following facts has reason to know of a participant's potential financial interest and may not take part in the proceeding if the official has received a disqualifying contribution from that participant or participant's agent:
 - The participant has an interest in property within 500 feet of the real property at issue in the proceeding;
 - The participant has an economic interest in a business entity that may see a significant increase or decrease in customers as a result of the proceeding; or
 - The participant has a business relationship with the applicant that may result in additional services provided to the applicant.
- An officer *does not know* or have reason to know of a participant's financial interest in a decision solely as a result of the participant identifying an economic interest located in the general vicinity of a business entity or real property at issue in the proceeding. (Amended Regulation 18438.7.)
- **Willful or Knowing Receipt of a Contribution.** The FPPC has provided details as to when an officer is considered to have willfully or knowingly received a contribution, and has clarified that an officer without actual knowledge of the contribution from a party or participant does not have reason to know of the contribution based solely on the fact that the contribution was reported as required by law. (Amended Regulation 18438.7.)
 - However, an officer does have reason to know of a contribution previously reported under the Act's reporting provisions made by a *party* in a proceeding *noticed on an agenda* for a public meeting before the body or board or, for officers not on a body or board, where the proceeding is otherwise before the officer in the officer's decision-making capacity. (Amended Regulation 18438.7.)
- **Learning of a Contribution During a Meeting.** An officer who learns of a participant's financial interest or contribution *during the proceeding* must disclose the contribution prior to any further



CITY of ESCONDIDO

STAFF REPORT

participation in the meeting. The officer may still take part in the proceeding if the official discloses the disqualifying contribution on the record, confirms that it will be returned within 30 days following the time the officer knew or should have known about the contribution, and the contribution is returned within that timeframe. (Amended Regulation 18438.8; Amended Regulation 18438.7)

- **Party's Obligation to Disclose Contributions.** On the date a party to a proceeding files an application or other request initiating the proceeding, the party must disclose the amount of any contribution(s) made within the preceding 12 months and the names of the contributors. For a contribution made during any stage of the proceeding, the party must disclose the contribution within 30 days of making the contribution, or on the date on which the party makes its first appearance before or communication with the agency regarding the proceeding following the contribution, whichever is earliest. (Amended Regulation 18438.8.)
- **Definition of "Officer."** The FPPC revised the definition of "officer of the agency" to provide that an "officer" is an individual who may make, participate in making, or attempt to influence a decision in the proceeding or who exercises authority over officers who may do so. The definition specifically includes an individual who is a candidate for elected office or who has ***been a candidate in the 12 months prior to the decision.*** (Amended Regulation 18438.1.) This means that the Levine Act applies to an officer even if the officer has already lost the election.
- **Definition of "Agent."** The FPPC clarified that a person acting as the representative of a party or participant in a proceeding must also be ***compensated*** in order to be considered an "agent" for purposes of the Levine Act. (Amended Regulation 18438.3.)
- **Aggregation.** Contributions made by a party and a party's agent, or a participant and a participant's agent, are aggregated for purposes of the Levine Act's \$250 limit. The FPPC clarified the rules regarding aggregation, and specifically excluded ***uncompensated officers of nonprofit organizations*** from the aggregation requirement. (Amended Regulation 18438.5.)
- **Legally Required Participation.** Applies "legally required participation" exception to officers otherwise disqualified under the Levine Act. (Regulation 18705.)

City of Escondido Ordinance No. 2019-07 requires online or electronic reporting of contributions and independent expenditures regarding elections of candidates to city offices in order to facilitate review and maximize the availability of this information to the public. Those contributions are available for the public to view on the City's Website at the following link: <https://public.netfile.com/pub2/?AID=ESC>

In order to comply with SB 1439, the City Clerk's Office will monitor campaign contributions and work with the City Attorney's Office to determine when an officer is prohibited from taking part in a proceeding.

ATTACHMENTS



CITY *of* ESCONDIDO

STAFF REPORT

- a. Attachment 1 – Ordinance No. 2023-14

ORDINANCE NO. 2023-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, TO REPEAL AND REPLACE
PROVISIONS OF ESCONDIDO MUNICIPAL CODE
CHAPTER 2, ARTICLE 2, CONTROLS ON CAMPAIGN
CONTRIBUTIONS

WHEREAS, the high cost of election campaigning creates problems of actual or perceived improper influence exercised by campaign contributors over elected officials; and

WHEREAS, the City Council for the City of Escondido ("City") has enacted the Campaign Control Contribution Ordinance ("Ordinance") to govern various aspects of campaign financing in the jurisdiction of the City; and

WHEREAS, the Ordinance at Escondido Municipal Code ("EMC") Section 2-100 recites the purpose and intent of creating reasonable limits on the amounts and types of campaign contributions and it is incorporated herein as though fully set forth; and

WHEREAS, mindful of first amendment constitutional principles, fundamental due process and fairness, there exists a compelling need and it is in the best interests of the citizens of this City to update and adopt reasonable and enforceable regulations related to election campaign fundraising conducted in the City; and

WHEREAS, such campaign regulations may be enacted pursuant to the authority granted to the City by Article XI, Section 7 of the California Constitution, and specifically authorized by the Political Reform Act.

NOW, THEREFORE, IT IS HEREBY RESOLVED and the City Council of the City of Escondido DOES HEREBY ORDAIN as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. That EMC Chapter 2, Administration, Article 7, Controls on Campaign Contributions, Section 2-102 shall be repealed and replaced as follows:

Section 2-102. Definitions.

As used in this article, the listed words or phrases shall be defined as follows:

(1) Candidate shall mean any individual who is listed on the ballot or who has begun to circulate nominating petitions or authorized others to circulate petitions in his or her behalf, for nomination for or election to any elective city office, or who receives a contribution or makes an expenditure or gives his or her consent for any other person to receive a contribution with a view to bringing about his or her nomination or election to any city office, whether or not the specific elective office for which nomination or election may be sought is known at the time the contribution is received or the expenditure is made and whether or not candidacy has been announced or a declaration of candidacy filed at such time. "Candidate" also includes any holder of any city office who is the subject of a recall election.

(2) City office shall mean the offices of mayor, councilmember and treasurer of the City of Escondido.

(3) Committee shall be defined as the definition found in Government Code Section 82013, contained within the Political Reform Act, and any related provisions in the California Code of Regulations.

(4) Contribution shall be defined as the definition found in Government Code Section 82015, contained within the Political Reform Act, and any related provisions in the California Code of Regulations.

(5) Controlled committee shall mean a committee which is controlled directly or indirectly by a candidate or which acts jointly with a candidate or controlled committee in connection with the making of expenditures. A candidate controls a committee if he or she, his or her agent or any other committee he or she controls has a significant influence on the actions or decisions of the committee.

(6) Election shall mean any primary, general or special election held in the City of Escondido, including the candidate election portion of a consolidated recall election. The primary and general or special elections are separate elections for purposes of this article.

(7) Enforcement authority shall mean the officer, agent or organization designated by action of the city council to enforce the provisions of this article. Nothing in this article shall be construed as limiting the authority of any law enforcement agency or prosecuting attorney to enforce the provisions of this article under any circumstances where such law enforcement agency or prosecuting attorney otherwise has lawful authority to do so.

(8) Expenditure shall mean a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment, unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure is made on the date the payment is made or on the date consideration, if any, is received, whichever is earlier.

(9) Independent Committee shall mean a committee that receives contributions or makes expenditures for the purpose of influencing or attempting to influence a City election, which is not made with the cooperation, consultation, or in concert with, or at the request or suggestion of, any candidate or his or her committee, or any of their agents.

(10) Independent expenditure:

(a) Independent expenditure shall mean an expenditure by a person for a communication expressly advocating the support of or opposition to a clearly identified candidate which is not made with the cooperation or prior consent of a candidate, his or her agent, or a controlled committee of a candidate.

(b) For the purpose of this definition:

1. "Expressly advocating" shall mean any communication containing a message advocating support or opposition. Content may include but not be limited to the name of a candidate, the title of a measure or any expression such as "vote for," "elect," "support," "cast your ballot for," "vote against," "defeat," or "reject" and an identifying phrase.

2. "Clearly identified candidate" shall mean that the name of a candidate appears, a photograph or drawing of the candidate appears, or the identity of the candidate is otherwise apparent by unambiguous references.

3. "Made with the cooperation or with the prior consent of, or in consultation with, or at the behest or suggestion of, a candidate or his or her agent or a controlled committee of a candidate" shall mean any arrangement, coordination, or direction by a candidate, agent or committee prior to the publication, display or broadcast of the communication.

4. "Agent" shall mean any person who has actual oral or written authority, either express or implied, to make or to authorize the making of expenditures on behalf of a candidate, or any person who has been placed in a position within the campaign organization where it would reasonably appear that in the ordinary course of campaign-related activities, he or she may authorize expenditures.

(c) An expenditure not qualifying under this section as an independent expenditure shall be considered a contribution to the candidate.

(11) Measure shall mean any proposition which is submitted to a popular vote at an election by action of the city council or which is submitted or is intended to be submitted to a popular vote at a city election by initiative or referendum procedure whether or not it qualifies for the ballot.

(12) Payment shall mean payment, distribution, transfer, loan, advance, deposit, gift or other rendering of money, property, services or anything else of value, whether tangible or intangible.

(13) Person shall mean an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, association, committee, labor union, Political Action Committee, Independent Committee and any other organization or group of persons acting in concert. "Person" does include a Political Party Committee.

(14) Political Action Committee shall mean an organization that generates, receives and/or pools campaign contributions from members or others and either makes direct expenditures on behalf of, or donates those contributions to campaigns for or against, candidates or ballot measures. As used herein, a labor union or employee bargaining group shall constitute a political action committee.

(15) Political Party Committee shall mean the state central or county central committee of an organization that meets the requirements for recognition as a political party pursuant to California Elections Code sections 5100 or 5151.

SECTION 3. That EMC Chapter 2, Administration, Article 7, Controls on Campaign Contributions, Section 2-103 shall be repealed and replaced as follows:

Section 2-103. Campaign Contributions; limitations.

(a) No person other than a candidate shall make, and no campaign treasurer shall solicit or accept, any contribution which will cause the total amount contributed by such person with respect to a single election in support of or opposition to such candidate, including contributions to all controlled committees supporting such candidate, to exceed one thousand dollars (\$1,000.00) for any single election for a City Council district office, or to exceed one thousand seven hundred and fifty dollars (\$1,750.00) for any single election for the office of mayor or city treasurer.

(b) A candidate shall not lend his or her own campaign more than one hundred thousand dollars (\$100,000.00) per election. A candidate may not charge interest on any loan he or she made to his or her campaign.

(c) The terms of this section are applicable to any contributions made to a candidate or committee, whether used by such candidate or committee to finance a current campaign, to pay deficits incurred in prior campaigns, or otherwise.

(d) Contribution Amount Adjustment. The dollar amounts set forth in this section shall be adjusted and increased on a biennial basis by fifty dollars (\$50.00) commencing on January 1, 2023.

(e) City Clerk Notice. The city clerk shall publish a public notice of the adjustment by March 1, or as soon as practicable thereafter.

(f) If any person is found guilty of violating the terms of this section, the amount of funds received constituting such violation shall be paid by the candidate or committee treasurer who received such funds to the city treasurer for deposit in the general fund of the city.

SECTION 4. That EMC Chapter 2, Administration, Article 7, Controls on Campaign Contributions, Section 2-107 shall be repealed and amended as follows:

Section 2-107. Disbursement of surplus campaign funds.

(a) If the final campaign statement for a candidate or any committee discloses an unexpended surplus, the candidate or committee shall comply with Government Code Section 89519, as amended, in the closure of the account and disbursement of any such funds.

(b) No candidate for any city elected office, or his or her treasurer or committee, shall make a payment or contribution from an existing campaign account into a new campaign account for that candidate, except as allowed by state law.

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

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

SECTION 7. 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.



CITY of ESCONDIDO

FUTURE AGENDA

9/20/2023 - NO MEETING (LEAGUE OF CA CITIES)

9/25/2023 - SPECIAL MEETING - CLOSED SESSION

9/27/2023 - COUNCIL VISION AND STRUCTURAL DEFICIT STRATEGY WORKSHOP PART 2

10/4/2023 - NO MEETING

10/11/2023

PROCLAMATION: FIRE PREVENTION AWARENESS WEEK

PROCLAMATION: NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH, OCTOBER 2023

CONSENT CALENDAR - (E. VARSO) - FY 2022-23 REGIONAL REALIGNMENT RESPONSE GRANT AND BUDGET ADJUSTMENT - Request the City Council Adopt Resolution No. 2023-118 authorizing the Chief of Police to accept a FY 2022-23 Regional Realignment Response Grant in the amount of \$80,000 from the State of California Board of Community Corrections; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

CONSENT CALENDAR - (C. MCKINNEY) - ON CALL DEVELOPMENT SERVICES CONTRACT AWARDS

PUBLIC HEARING – (C. MCKINNEY) – PL23-0176/ADM19-0032 VERMONT AVENUE APARTMENTS - It is requested that the City Council waive an existing condition of approval requiring funding ongoing operational costs of providing municipal services for an approved 44-unit apartment project.

PUBLIC HEARING – (C. MCKINNEY) – PL23-0329 - 2023 OMNIBUS ZONING CODE AMENDMENT - It is requested the City Council conduct a public hearing on the proposed Omnibus Zoning Code Amendment and act on the recommendation of the Planning Commission.

CURRENT BUSINESS - (J. TENDER) - ESCONDIDO FIRE NORTHCOM DISPATCH

CURRENT BUSINESS - (C. HOLMES) - FINANCIAL REPORT FOR FY2022/23 AND BUDGET ADJUSTMENT REQUEST - It is requested that the City Council receive and file the annual financial status report for Fiscal Year 2022/23 and adopt a Budget Adjustment to distribute year-end financial resources.

CURRENT BUSINESS - (Z. BECK) - PUBLIC ART COMMISSION INTERVIEWS - Request the City Council interview applicants to fill an unscheduled vacancy on the Public Art Commission.