



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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**WEDNESDAY, OCTOBER 23, 2024**

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

**5:00 PM - Regular Session**

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

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

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

#### **MAYOR**

Dane White

#### **DEPUTY MAYOR**

Christian Garcia (District 3)

#### **COUNCILMEMBERS**

Consuelo Martinez (District 1)

Joe Garcia (District 2)

Michael Morasco (District 4)

#### **CITY MANAGER**

Sean McGlynn

#### **CITY ATTORNEY**

Michael McGuinness

#### **CITY CLERK**

Zack Beck

#### **HOW TO WATCH**

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

##### **In Person**



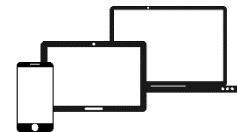
201 N. Broadway

##### **On TV**



Cox Cable Channel 19 and U-verse Channel 99

##### **Online**



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



# CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 23, 2024

## HOW TO PARTICIPATE

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

### In Person



Fill out Speaker Slip and Submit to City Clerk

### In Writing



[escondido-ca.municodemeetings.com](https://escondido-ca.municodemeetings.com)

## ASSISTANCE PROVIDED

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





# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 23, 2024

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### CLOSED SESSION

4:00 PM

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#### CALL TO ORDER

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

#### ORAL COMMUNICATIONS

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

#### CLOSED SESSION

- I. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code § 54957(b)(1))**

**Titles: City Manager and City Attorney**

#### ADJOURNMENT



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 23, 2024

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### REGULAR SESSION

5:00 PM Regular Session

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#### MOMENT OF REFLECTION

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

#### FLAG SALUTE

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

#### CALL TO ORDER

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

#### CLOSED SESSION REPORT

#### ORAL COMMUNICATIONS

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

#### CONSENT CALENDAR

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

- 1. AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING (COUNCIL/RRB)**
- 2. APPROVAL OF MINUTES: Regular Meeting Minutes of October 9, 2024**



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 23, 2024

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

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

- 387842 – 388016 dated October 02, 2024
- 388017 – 388201 dated October 09, 2024

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

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

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

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

Request the City Council adopt Resolution No. 2024-146, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main.

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

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

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

**COUNCIL PRIORITY** – Improve Public Safety

a) Resolution No. 2024-146

### **6. NOTICE OF COMPLETION FOR THE EMERGENCY REPAIR OF EAST GRAND AVENUE**

Request the City Council adopt Resolution No. 2024-152, authorizing the Director of Utilities to file a Notice of Completion for the Emergency Repair of East Grand Avenue.

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

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

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

**COUNCIL PRIORITY** – Improve Public Safety

a) Resolution No. 2024-152



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 23, 2024

**7. AUTHORIZATION OF A PUBLIC SERVICES AGREEMENT WITH TRITON TECHNOLOGY FOR TECHNOLOGY UPGRADES IN THE CITY COUNCIL CHAMBERS**

Request the City Council adopt Resolution No. 2024-134 authorizing the Mayor to execute a Public Services Agreement with Triton Technology Solutions Inc. in the amount of \$239,206.64, for technology upgrades to the City Council Chambers.

Staff Recommendation: Approval (Communications: Teresa Collins, Assistant Director of Communications)

Presenter: Mike Thorne, Communications Manager

**ESSENTIAL SERVICE** – Yes, Internal Requirement

a) Resolution No. 2024-134

### **PUBLIC HEARINGS**

**8. SHORT-FORM RENT INCREASE APPLICATION FOR CAREFREE RANCH MOBILEHOME PARK (FILE NO. 0697-20-10341)**

Request the City Council Conduct Public Hearing and (1) Review and consider Carefree Ranch Mobilehome Park Short-Form Application (2) Adopt the Rent Review Board Resolution No. RRB 2024-140

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

Presenter: Carlos Cervantes, Management Analyst; Danielle Lopez, Housing and Neighborhood Services Manager; Stephen Jacobson, Code Compliance Officer II

**ESSENTIAL SERVICE** – No

a) Resolution No. RRB 2024-140

**9. TEFRA HEARING FOR QUINCE STREET SENIOR APARTMENTS**

Request the City Council hold a public hearing pursuant to the Tax Equity and Fiscal Responsibility Act ("TEFRA") to adopt Resolution No. 2024-144 and approve the issuance of revenue bonds by the California Municipal Finance Authority ("CMFA") to finance or refinance the acquisition, construction, improvement and equipping of a senior multifamily rental housing project located at 220 North Quince Street, in the City of Escondido, California, to be commonly known as Quince Street Seniors.

It is also requested that the City Council adopt Resolution No. 2024-145 approving the assumption of an existing Regulatory Agreement by San Diego Interfaith Housing Foundation.

Staff Recommendation: Approval (Community Development: Chris McKinney, Deputy City Manager and Interim Director of Development Services)



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 23, 2024

Presenter: Danielle Lopez, Housing and Neighborhood Services Manager and Norma Olquin, Management Analyst

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Encourage Housing Development

a) Resolution No. 2024-144

b) Resolution No. 2024-145

### **10. ABANDONED COMMERCIAL BUILDING VACANCY ORDINANCE**

Request the City Council adopt (1) Ordinance No. 2024-13, establishing Chapter 6 (Building and Building Regulations), Article 21 (Abandoned Commercial Property Requirements), within the City of Escondido's Municipal Code, and (2) Resolution No. 2024-153 establishing new fees for the Abandoned Commercial Property Ordinance.

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

Presenter: Jennifer Schoeneck, Economic Development Director

**ESSENTIAL SERVICE** – Yes, Keep City Clean for Public Health and Safety; Land Use/Development

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

a) Resolution No. 2024-153

b) Ordinance No. 2024-13

## **CURRENT BUSINESS**

### **11. PROPOSED FEE INCREASE FOR EMERGENCY MEDICAL SERVICE AMBULANCE TRANSPORTATION**

Request the City Council adopt Resolution No. 2024-152 authorizing a fee increase for Emergency Medical Services (“EMS”) ambulance transportation for Advanced Life Support (“ALS”) and Basic Life Support (“BLS”) provided to align with rising operational costs and ensure continued high-quality EMS for our community.

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

Presenters: Fire Chief John Tenger, Division Chief Tyler Batson

**ESSENTIAL SERVICE** – Yes, internal requirement in support of Fire/EMS Services



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 23, 2024

### **COUNCIL PRIORITY –Improve Public Safety**

a) Resolution No. 2024-152

### **12. DESIGNATION OF VOTING DELEGATE – NATIONAL LEAGUE OF CITIES ANNUAL CONFERENCE**

Request the City Council designate a Voting Delegate (and up to two alternates) for the National League of Cities Annual Conference in Tampa Bay, Florida, on November 13-16, 2024.

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

Presenter: Zack Beck, City Clerk

**ESSENTIAL SERVICE – No**

### **13. SAN DIEGO COUNTY WATER AUTHORITY BOARD OF DIRECTORS APPOINTMENT**

Request the City Council adopt Resolution No. 2024-156, appointing a representative to the San Diego County Water Authority Board of Directors.

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

Presenter: Zack Beck, City Clerk

**ESSENTIAL SERVICE – No**

a) Resolution No. 2024-156

### **FUTURE AGENDA**

### **14. FUTURE AGENDA**

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

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

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

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

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





# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, OCTOBER 23, 2024

### ORAL COMMUNICATIONS

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### ADJOURNMENT

### UPCOMING MEETING SCHEDULE

Wednesday, November 20, 2024	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>
Wednesday, December 4, 2024	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>

### SUCCESSOR AGENCY

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



**A F F I D A V I T S**

**O F**

**I T E M**

**P O S T I N G**

- TEFRA PUBLIC HEARING NOTICE
- ABANDONED COMMERCIAL PROPERTY VACANCY ORDINANCE ADOPTION

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

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on Wednesday October 23, 2024, a public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), will be held with respect to a proposed plan of financing providing for the issuance by the California Municipal Finance Authority (the “Authority”) of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Code in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, in an amount not to exceed \$55,000,000 in aggregate principal amount (the “Bonds”). The proceeds of the Bonds will be used to: (1) finance or refinance the acquisition, construction, improvement and equipping of Quince Street Seniors, a senior multifamily rental housing project located at 220 North Quince Street, Escondido, California; and (2) pay certain expenses incurred in connection with the issuance of the Bonds. The facilities are to be owned by 220 Quince, L.P. (the “Borrower”) or a partnership of which San Diego Interfaith Housing Foundation (the “Developer”) or a related person to the Developer is the general partner.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The public hearing will be held on **Wednesday, October 23, 2024, at 5:00 p.m.** in the City Council Chambers, Escondido City Hall, 201 North Broadway. Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed or refinanced may attend the public hearing or, prior to the time of the hearing, submit written comments.

Written comments should be addressed to, City Clerk, City of Escondido, 201 North Broadway, Escondido, California 92025.

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

Further information may be obtained by contacting Norma Olquin at (760) 839-4551 or [Norma.Olquin@escondido.gov](mailto:Norma.Olquin@escondido.gov) in the Housing and Neighborhood Services Division.

**THE CITY OF ESCONDIDO RECOGNIZES ITS OBLIGATION TO PROVIDE EQUAL ACCESS TO QUALIFIED INDIVIDUALS WITH DISABILITIES. PLEASE CONTACT THE ADA COORDINATOR AT (760) 839-4641 WITH REQUESTS FOR ACCOMMODATION**

DocuSigned by:

*Zack Beck*

Dated: October 03, 2024



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

**NOTICE OF PUBLIC HEARING**

The Escondido City Council will hold a public hearing, in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, CA at **5 p.m.** on **Wednesday, October 23, 2024**, to consider the item below:

**ABANDONED COMMERCIAL PROPERTY VACANCY ORDINANCE ADOPTION**

**REQUEST:** An Ordinance of the City of Escondido establishing requirements for abandoned commercial properties, including amendments to Escondido Municipal Code Chapter 6 (Buildings and Building Regulations). The proposed Ordinance would create a framework for the registration, maintenance, and security of abandoned commercial properties within the City. The framework includes:

- Registration and annual renewal for vacant or abandoned properties.
- Property maintenance and security requirements, including signage removal, upkeep of fire and security systems, and exterior maintenance.
- Enhanced security measures for properties with recurring nuisance or criminal activity.
- Enforcement provisions, including penalties for non-compliance.

This Ordinance aims to mitigate the negative effects of vacant and abandoned properties by establishing regulations and procedures that promote the maintenance, improvement, and productive use of such properties, thereby enhancing the economic and aesthetic value of the City while protecting public health, safety, and promoting the public's well being.

**PROPERTY SIZE AND LOCATION:** CityWide

**ENVIRONMENTAL STATUS:** This effort is not considered a "project" under CEQA, as defined in section 15378(b)(5) of the State CEQA Guidelines.

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

**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://escondido.gov/820/Americans-with-Disabilities-Act>.

The staff report will be available on the City's website at <https://escondido-ca.municodemeetings.com/> after Thursday, October 17, 2024.

**For additional information, please contact Jennifer Schoeneck, Director of Economic Development, at 760-839-4587, or via email at [Jennifer.Schoeneck@escondido.gov](mailto:Jennifer.Schoeneck@escondido.gov).**

Zachary Beck, City Clerk  
City of Escondido  
Dated: 10-10-2024

DocuSigned by:  
*Zachary Beck*  
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# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### REGULAR SESSION

5:00 PM Regular Session

### MOMENT OF REFLECTION

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

### FLAG SALUTE

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

### CALL TO ORDER

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

### PROCLAMATIONS

Fire Prevention Awareness Week October 6-12, 2024

### PRESENTATIONS

Nuisance Abatement Ordinances and Practices

### ORAL COMMUNICATIONS

Stephen Wheeler – Requested that the City Council repeal the cannabis prohibition to generate revenue and address the budget deficit.

Cori Schumacher – Expressed support for the California Center for the Arts Escondido Foundation.

Nate Woods – Expressed support for the California Center for the Arts Escondido Foundation.

Amber Steinbeck – Expressed support for the California Center for the Arts Escondido Foundation.

Nate Harrenstein – Expressed support for the California Center for the Arts Escondido Foundation.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Eileen Rodriguez – Expressed support for the California Center for the Arts Escondido Foundation.

Amanda Cohen – Expressed support for the California Center for the Arts Escondido Foundation.

John Barnett – Expressed support for the California Center for the Arts Escondido Foundation.

Jeff Bright – Expressed support for the California Center for the Arts Escondido Foundation.

Greg Suiz – Expressed support for the California Center for the Arts Escondido Foundation.

### CLOSED SESSION REPORT

None

### CONSENT CALENDAR

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

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

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

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

- 387634 – 387841 dated September 25, 2024

Staff Recommendation: Approval (Finance Department: Christina Holmes)

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

**3. APPROVAL OF MINUTES: Regular Meeting Minutes of October 2, 2024**

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

**5. PL24-0254 – OUT-OF-AGENCY SERVICE AGREEMENT FOR 1155 PINECREST AVENUE**

Request the City Council adopt Resolution No. 2024-150, authorizing the Mayor to execute an Out-of-Agency Sewer Agreement (“Agreement”) for a property located at 1155 Pinecrest Avenue (APN 235-110-10-00).

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

Presenter: Alex Rangel, Assistant Planner I

**ESSENTIAL SERVICE** – Yes, Sewer



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

a) Resolution No. 2024-150

### CURRENT BUSINESS

**6. INTERIM URGENCY ORDINANCE PROHIBITING NEW COMMERCIAL BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ESCONDIDO**

Request the City Council adopt Ordinance No. 2024-12 approving, as an urgency measure, an Interim Ordinance to prohibit new commercial Battery Energy Storage Systems within the City of Escondido.

Staff Recommendation: None (Development Services: Christopher W. McKinney Deputy City Manager and Interim Director of Development Services)

Presenter: Veronica Morones, City Planner

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Improve Public Safety

a) Ordinance No. 2024-12

Cori Schumacher – Expressed opposition to the proposed urgency ordinance and requested the City focus on workforce standards to improve the safety of Battery Energy Storage Systems.

Lauren Cazares – Expressed opposition to the proposed urgency ordinance.

Motion to approve Urgency Ordinance No. 2024-12 with an amendment to page 5, paragraph 2 adding the following language: “add minimum workforce standards and develop an emergency response plan”: White; Second: Morasco; Approved: 5-0

10 day report

### FUTURE AGENDA

**7. FUTURE AGENDA**

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

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



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

#### CITY MANAGER’S WEEKLY ACTIVITY REPORT

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

#### ORAL COMMUNICATIONS

None

#### ADJOURNMENT

Mayor White adjourned the meeting at 6:40 p.m.

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MAYOR

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CITY CLERK





# STAFF REPORT

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October 23, 2024  
File Number 0400-40

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## **SUBJECT**

APPROVAL OF WARRANT REGISTER (COUNCIL)

## **DEPARTMENT**

Finance

## **RECOMMENDATION**

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

387842 – 388016 dated October 02, 2024

388017 – 388201 dated October 09, 2024

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

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

**COUNCIL PRIORITY** –

## **FISCAL ANALYSIS**

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

September 26, 2024 – October 02, 2024 is \$1,440,448.73

October 03, 2024 – October 09, 2024 is \$3,434,416.16

## **PREVIOUS ACTION**

None

## **BACKGROUND**

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



# STAFF REPORT

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## ITEM NO. 4

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### SUBJECT

### WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

### ANALYSIS

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

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

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

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

### RECOMMENDATION

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

Respectfully Submitted,

Zack Beck  
City Clerk



# STAFF REPORT

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October 23, 2024  
File Number 1330-85

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## SUBJECT

### CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

## DEPARTMENT

Utilities Department

## RECOMMENDATION

Request the City Council adopt Resolution No. 2024-146, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The Resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

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

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

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

**COUNCIL PRIORITY** –Improve Public Safety

## FISCAL ANALYSIS

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

## PREVIOUS ACTION

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

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

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



# CITY of ESCONDIDO

## STAFF REPORT

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

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

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

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

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

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

### BACKGROUND

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

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

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

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



# CITY of ESCONDIDO

## STAFF REPORT

Figure 1



Section 1 emergency repair work began on August 7, 2024, and is anticipated to be complete by December 31, 2024. Work continues in Ash Street, the Firestone parking lot, and the Walmart parking lot. The contractor, J.R. Filanc Construction Company (“Filanc”), has installed approximately 140 linear feet of pipe out of approximately 600 linear feet. Work to re-channel and re-habilitate an existing manhole within the Firestone parking lot is complete. Utilities Staff and Filanc continue to coordinate closely with franchise utilities and the Fire Department regarding: tunneling underneath an existing AT&T pedestal and the relocation of an existing fire hydrant, both in conflict with the trunk sewer alignment; and other minor electrical and fiber conflicts. Utilities Staff continues communication and coordination with Caltrans to ensure compliance with the Project’s Caltrans encroachment permit. Traffic control message boards indicating Ash Street closure and restricted working hours remain in place at the work site.

Section 2 emergency repair work began on July 25, 2024, and is anticipated to be complete by May 31, 2025. The contractor, CCL Contracting, Inc. (“CCL”), has installed approximately 1,000 linear feet of pipe out of 5,400 linear feet. The majority of the construction work within Grape Day Park has been completed, and construction equipment, material and bypass pumps have been removed. Utilities Staff continues to communicate and coordinate with City Parks & Recreation Department regarding watering, testing of irrigation lines, and re-seeding within Grape Day Park due to construction. Electronic message boards updating the community are in place, where appropriate throughout the construction project site, and will remain through the duration of work.

Utilities Staff continues to coordinate with other City Departments regarding current and upcoming construction, including the Grand Avenue Corridor Project, the Grape Day Park Restroom Project, and the Escondido Creek Trail Project.



# CITY *of* ESCONDIDO

STAFF REPORT

## RESOLUTIONS

- a) Resolution No. 2024-146

## RESOLUTION NO. 2024-146

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

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

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

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

WHEREAS, pursuant to the approval of Resolution No. 2024-86 on June 26, 2024, ratifying Proclamation No. 2024-02; Resolution No. 2024-94 on July 10, 2024; Resolution No. 2024-103 on July 17, 2024; Resolution No. 2024-106 on August 7, 2024; Resolution No. 2024-117 on August 28, 2024; Resolution No. 2024-131 on September 11, 2024; and Resolution No. 2024-141 on October 2, 2024, the City Council unanimously found that the failing trunk sewer risk constitutes an emergency and found it appropriate for Utilities Staff to proceed to contract services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

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

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

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

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

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

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

1. That the above recitations are true.
2. That the City Council finds the failure of the trunk sewer main is a public health and safety emergency; that this emergency will not permit the delay that would result from a competitive bidding process; and that the proposed action and expenditure is still necessary to respond to the emergency requiring immediate repair of the trunk sewer main.





# STAFF REPORT

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October 23, 2024  
File Number 0600-95

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## SUBJECT

### NOTICE OF COMPLETION FOR THE EMERGENCY REPAIR OF EAST GRAND AVENUE

## DEPARTMENT

Utilities Department

## RECOMMENDATION

Request the City Council adopt Resolution No. 2024-152, authorizing the Director of Utilities to file a Notice of Completion for the Emergency Repair of East Grand Avenue.

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

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

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

**COUNCIL PRIORITY** – Improve Public Safety

## FISCAL ANALYSIS

The total cost of the emergency work for the repair of East Grand Avenue was \$401,890. The project was funded from the Water Capital Project (“CIP”) budget for Water Pipeline Replacement, CIP No. 704003.

## PREVIOUS ACTION

On August 14, 2024, City Council adopted Resolution No. 2024-128, ratifying Proclamation No. 2024-03 by the Director of Emergency Services, affirming that pursuant to the California Public Contract Code and the Escondido Municipal Code that it was appropriate for City staff to forego competitive bidding procedures and award a contract in an amount not to exceed \$448,890 to Southland Paving, Inc. to perform the emergency repair of East Grand Avenue in order to safeguard life, health or property.

## BACKGROUND

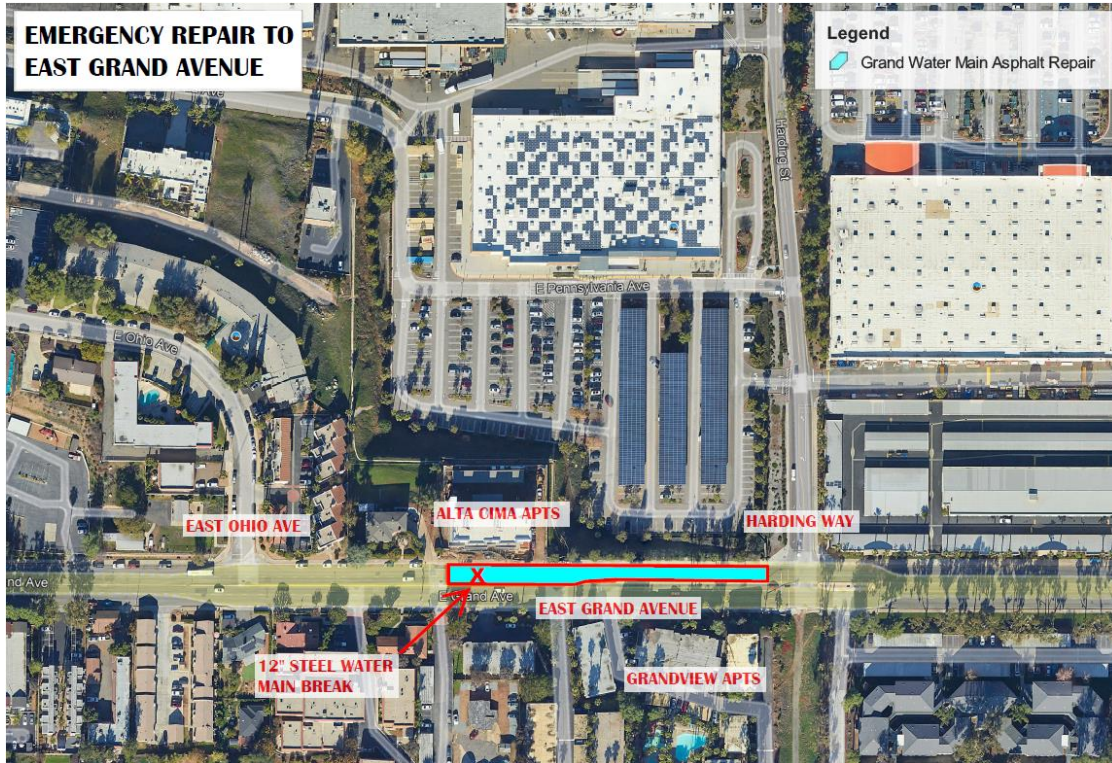
On Monday, August 12, 2024, Utilities Staff were made aware of water surfacing on East Grand Avenue between Rose Street and Ash Street. Upon arrival onsite, it was determined that a failure of the City’s existing 12-inch potable water main had resulted in a significant amount of damaged and failed roadway on East Grand Avenue between Harding Way and East Ohio Avenue. See **Figure 1**.



# CITY of ESCONDIDO

## STAFF REPORT

FIGURE 1



Utilities Staff reacted quickly to isolate and repair the 12-inch steel water main, relying on existing looped water infrastructure to keep as many City residents and fire hydrants in water service as possible. Affected residents were isolated to approximately 200 customers. Repair of the water main was completed and water customers re-instated by early evening of August 12.

A notable amount of road subgrade, dirt and debris traveled from the point of water main failure, resulting in the closure of west-bound traffic lanes on East Grand Avenue, between South Rose Street and East Ohio Avenue in order to: 1) prevent further damage to City infrastructure; 2) stabilize the roadway; and 3) protect the safety of the traveling public. See **Figure 2**.



# CITY of ESCONDIDO

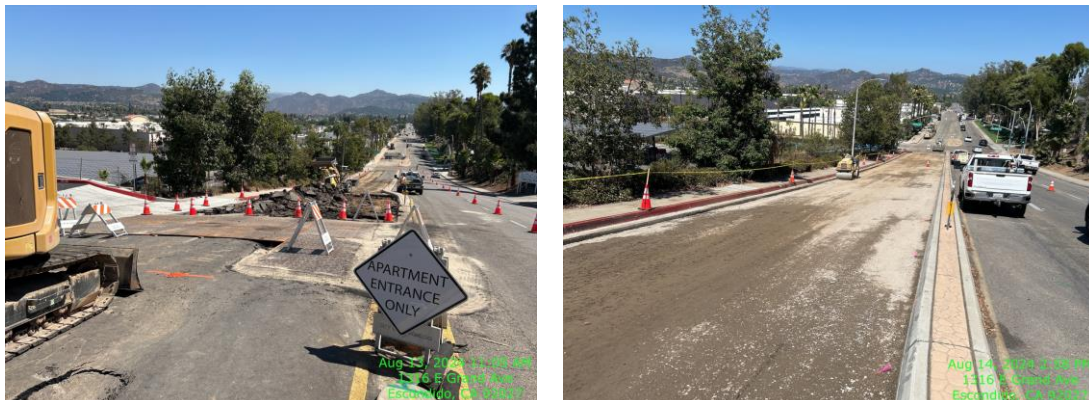
## STAFF REPORT

FIGURE 2



The extensive damage to East Grand Avenue warranted immediate action to: 1) ensure public safety; 2) protect the welfare and continuity of operations/traffic; and 3) allow for expedited access for residents and businesses to their properties. The scope of this emergency work was identified to be beyond the control of City services, personnel, equipment, and facilities. As such, the City Manager, acting in his capacity as the Director of Emergency Services, proclaimed a local emergency on August 12 via Proclamation No. 2024-03 due to the existence and threatened existence of conditions of disaster and imminent risk to the safety of person and property. The proclamation allowed Staff to forego compliance with normal competitive procurement laws to secure a competent and available contractor, Southland Paving, Inc. (“SPI”) to begin performing the necessary emergency repair, thereby avoiding significant delays. See Figure 3.

FIGURE 3





# CITY of ESCONDIDO

## STAFF REPORT

The City entered into a Public Improvement Agreement (“PIA”) with SPI on August 21, 2024 in an amount not to exceed \$448,890 for the emergency repair of East Grand Avenue. The total cost of the emergency work was \$401,890. Street improvement construction began prior to the execution of the PIA and was executed swiftly with a team effort by multiple City departments, including Public Works, Development Services Field Engineering and Fire. Construction was complete on August 15, 2024. See **Figure 4**.

**FIGURE 4**



### RESOLUTIONS

- a. Resolution No. 2024-152

## RESOLUTION NO. 2024-152

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE DIRECTOR OF UTILITIES TO FILE A NOTICE OF COMPLETION FOR THE EMERGENCY REPAIR OF EAST GRAND AVENUE

WHEREAS, on August 12, the City's existing 12-inch potable water main failed between Rose Street and Ash Street, resulting in significant damage and failed roadway on East Grand Avenue between Harding Way and East Ohio Avenue; and

WHEREAS, on August 12, the City Manager, acting in his capacity as the Director of Emergency Services, proclaimed a local emergency via Proclamation No. 2024-03 due to the existence or threatened existence of conditions of disaster or imminent risk to safety of person and property in order to 1) prevent further damage to City infrastructure; 2) stabilize the roadway; and 3) protect the safety of the traveling public; and

WHEREAS, on August 14, the City Council adopted Resolution No. 2024-128, ratifying Proclamation No. 2024-03, affirming that it was appropriate for City staff to forego competitive bidding procedures and secure a competent and available contractor to begin performing the necessary repair work; and

WHEREAS, on August 21, the City entered into a Public Improvement Agreement with Southland Paving, Inc. in an amount not to exceed \$448,890 to perform the necessary emergency repair of East Grand Avenue; and

WHEREAS, the necessary emergency repair of East Grand Avenue was completed by Southland Paving, Inc. on August 15, 2024 for a total cost of \$401,890; and

WHEREAS, the City of Escondido Utilities Staff and the Director of Utilities deem the filing of the Notice of Completion to be valid at this time; and

WHEREAS, this City Council desires at the time and deems it to be in the best public interest to approve the filing of the Notice of Completion.

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 accepts the recommendation of the Utilities Staff and Director of Utilities.
3. That the City Council hereby approves the request to file a Notice of Completion for the Emergency Repair of East Grand Avenue.



# STAFF REPORT

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October 23, 2024  
File Number 0600-10; A-3532

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## SUBJECT

**AUTHORIZATION OF A PUBLIC SERVICES AGREEMENT WITH TRITON TECHNOLOGY FOR TECHNOLOGY UPGRADES IN THE CITY COUNCIL CHAMBERS**

## DEPARTMENT

Communications and City Manager

## RECOMMENDATION

Request the City Council adopt Resolution No. 2024-134 authorizing the Mayor to execute a Public Services Agreement with Triton Technology Solutions Inc. in the amount of \$239,206.64, for technology upgrades to the City Council Chambers.

Staff Recommendation: Approval (Communications: Teresa Collins, Assistant Director of Communications)

Presenter: Mike Thorne, Communications Manager

**ESSENTIAL SERVICE** – Yes, Internal Requirement

**COUNCIL PRIORITY** –

## FISCAL ANALYSIS

There is no impact to the General Fund as all costs are covered by Public, Educational, and Government Channels (“PEG”) fees as a one-time expense.

## PREVIOUS ACTION

In August 2015, City Council adopted Resolution No. 2015-142 authorizing the Mayor and City Clerk to execute a Public Services Agreement with Triton Technology to upgrade the audio/digital sound processor control system and the voting system in City Council Chambers.

In April 2018, City Council adopted Resolution No. 2018-60 authorizing the Mayor and City Clerk to execute a Public Services Agreement with Triton Technology Solutions Inc. in the amount of \$175,866.63, for the second phase upgrade to the Council Chambers Master Control Room.



# CITY of ESCONDIDO

## STAFF REPORT

### BACKGROUND

In June of 2015, the City sent a Request for Proposals (“RFP”) to audio-visual bidders requesting quotes for a complete upgrade to the recording, broadcasting, voting, and display equipment for the City Council Chambers. Triton Technology was the sole respondent to the RFP. In August of 2015, the City Council authorized an agreement with Triton Technology to complete upgrades to the City Council Chambers audio/visual equipment including the replacement of aging equipment, an upgraded voting system, and updates to the Main Display and Public Address System in Council Chambers. It was anticipated that the next phase of this project, to modernize and integrate the equipment in the Master Control Room with the existing upgraded technology, would be completed once sufficient PEG fees had been collected.

In April of 2018, the City completed the second phase of the Master Control Upgrades using PEG fees, completing the upgrades to the Master Control Operations piece of the City Council Chambers.

The City is now requesting to complete the final phase of technology upgrades based on Triton Technology’s designs to ensure the previous upgrades to Master Control Equipment continue to operate seamlessly for years to come and to meet broadcasting requirements of all City Council meetings. Triton Technology has developed the conceptual designs and defined overall project goals for these upgrades. This agreement is for the installation and commissioning phases of these upgrades.

Key benefits of this work will include upgrading aging equipment and all connections that cover the live feed and replays of the City Council meetings; replacing video monitors and voting tools with a new interface that will remove the voting-related functions that the City no longer uses and streamline the operation with new graphics, buttons, and layouts; replacing audio equipment that is no longer supported, has been failing and cannot be serviced; and future-proofing equipment for video and audio upgrades as technology advances.

Since 2012, the City has been using Triton Technology as the service provider for the City Council Chambers broadcast equipment. Triton Technology has demonstrated that they are the only company that has the competency and experience with the City’s current system that is necessary to complete these technology upgrades.

This project will be the final piece in upgrades that have been taking place in stages since 2015. It is entirely funded by PEG Fees. This work is anticipated to be completed by the end of the fiscal year, and it will be scheduled to avoid any disruptions to the City Council Broadcasts.

### RESOLUTIONS

- a) Resolution No. 2024-134
- b) Resolution No. 2024-134—Exhibit “A”—Public Service Agreement



## RESOLUTION NO. 2024-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR, TO EXECUTE, ON BEHALF OF THE CITY, AN AGREEMENT WITH TRITON TECHNOLOGY TO UPGRADE THE COUNCIL CHAMBERS TECHNOLOGY

WHEREAS, the City of Escondido (“City”) has been in a multi-year phased project to upgrade the audio-visual equipment in the City Council Chambers; and

WHEREAS, Triton Technology Solutions, Inc. has been the service provider of the previous phases of the Council Chambers upgrades; and

WHEREAS, Triton Technology Solutions, Inc. has completed the design phase and planning documents for this project; and

WHEREAS, the Assistant Director of Communications recommends entering an agreement with Triton Technology in the amount of \$239,206.64 to complete this project; and

WHEREAS, Triton Technology is the only company that has the competency and experience with the City’s existing system necessary to upgrade the Council Chambers Technology; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve a Public Services Agreement (“Agreement”) with Triton Technology.

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 accepts the recommendation of the Assistant Director of Communications.

3. That the Mayor is authorized to execute, on behalf of the City, the Agreement with Triton Technologies in the amount of \$239,206.64 attached as Exhibit "A" to this Resolution and incorporated by reference, in substantially similar form as approved by the City Attorney.



CITY OF ESCONDIDO  
PUBLIC SERVICES AGREEMENT

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

Between: CITY OF ESCONDIDO  
a California municipal corporation  
201 N. Broadway  
Escondido, CA 92025  
Attn: Michael Thorne, Communications Manager  
760-839-4009  
("CITY")

And: TRITON TECHNOLOGY SOLUTIONS, INC.  
a California corporation  
32234 Paseo Adelanto, Suite E-1  
San Juan Capistrano, CA 92675  
Attn: Kristen Tetherton  
949-388-3919  
("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 **\$239,206.64**. 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/dprevagedetermination.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

TRITON TECHNOLOGY SOLUTIONS, INC.

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

\_\_\_\_\_  
Kristen Tetherton, President

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

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

DATE: \_\_\_\_\_

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

## ATTACHMENT "A" Scope of Work

### A. General

Triton Technology Solutions, Inc., a California corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with the installation and commissioning of Phases III – IV of the Council Chambers AV Upgrade Project ("Project").

### B. Location

Contractor will provide services at the City's facility located at 201 N. Broadway, Escondido, CA 92025.

### C. Services

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

**Installation Phase:** Once City approves the Project design, the Project moves to the installation phase. Deliverables and activities in this phase are as follows:

- a. Installation coordination meeting
- b. Create cable labels
- c. Prepare submittals
  - i. Shop drawings
  - ii. Sample finishes
  - iii. Detailed technical drawings
- d. Equipment is ordered
- e. Prepare new site for installation
  - i. Rack
  - ii. Grounds
  - iii. Cable trays
- f. Pre-assembly and testing
- g. Assemble and test the technical system
- h. Install equipment
- i. Run cables
- j. Label all cables and equipment
- k. Vendor commissioning
- l. Deliverable
  - i. All equipment installed
  - ii. Wiring complete
- m. This Phase is signed off as completed by the City before moving to Commissioning Phase.

**Commissioning Phase:** This is the system startup phase where the equipment and wiring are tested, operational parameters are set, and configured to ensure complete functionality. Contractor coordinates operational training provided by the equipment manufacturer. The working system is delivered to the City as a fully functional and operating system. This phase includes system acceptance by the customer, as-built engineering drawings delivery, and overall technical system review. Deliverables and activities in this phase include:

- a. Set equipment parameters
- b. Preliminary tests
- c. Generate punch list

- d. Inspect, test, and align system
- e. Up to 4 hours of system and technical review for the City's technical staff responsible for the maintenance and troubleshooting of the system is included at no cost.
- f. Attend 1<sup>st</sup> meeting system is being used
- g. Deliverables
  - i. Final as-built engineering drawings will be provided in both hard and soft copy.
    - 1. One set of bound notebooks(s) will be provided to house the hard copy drawings printed on 11"x17" size paper.
    - 2. Two USB drives with electronic copies of:
      - a. AutoCAD dwg files of the as-built drawings
      - b. Adobe pdf files of the as-built drawings
      - c. Microsoft Excel Wire list
  - ii. Items included with new equipment will be delivered to the customer:
    - 1. Operational Manuals (if provided by manufacturer)
    - 2. Manufacturer CD's containing the software versions and releases installed on the equipment (if applicable)
    - 3. Equipment accessories/options not needed during the installation.
    - 4. Other technical information that may have been provided.
- h. Project sign-off from the City.

#### **D. Scheduling**

Contractor to schedule specific dates of work in advance by contacting Mike Thorne at 760-839-4009 or [mike.thorne@escondido.gov](mailto:mike.thorne@escondido.gov). Work shall be performed in-between the hours of 8 a.m. and 5 p.m., Monday through Friday. Further instructions will be provided upon scheduling.

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

The contract price shall not exceed **\$239,206.64**. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

The rates and costs detailed in Exhibit 1 shall remain firm throughout the term of this Agreement.

#### **F. Term**

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



September 23, 2024

City of Escondido  
Michael Thorne & Jorge Martinez  
201 N Broadway  
Escondido, CA 92025

Dear Michael & Jorge,

Following is a proposal for the installation and commissioning for your AV Upgrade Project. We added the scope of work for the audit of firmware and security updates for the network devices.

Thank you for the consideration of our proposal. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

*Kristen Tetherton*

Kristen Tetherton  
President

## SCOPE OF WORK

This scope of work includes Triton performing Phases III-IV (Installation and Commissioning Phases below) detailed below in our Project Process with the deliverables detailed in each phase. The Program and Design Phases were previously completed.

The system will have the following features, functions, and capabilities:

1. The AMX audiovisual system will be completely replaced with a dedicated AV over IP solution utilizing existing cabling in all cases. All endpoints (sources and destinations) and their control system will be replaced. The system will be capable of transporting and converting video from 720p to 4K60 4:4:4 video. While the system's OFE outputs including the projector and production systems cannot make use of 4K video yet, the transport of this video will be available for future use.
2. A new Biamp audio DSP system will be installed to replace the no longer supported Lectrosonics DSP system that is more than 10 years old. The DSP upgrade will provide clearer audio with further increased intelligibility, better acoustic echo cancelation and increased intelligibility for remote users on either phone or soft codecs such as Zoom. DANTE (Digital Audio Networking Through Ethernet) will be extensively used for audio transport and will allow easier expansion of the system and enhanced interfacing for production audio.
3. The Mackie audio mixer will be replaced with a digital audio mixer with advanced processing for the production audio mix leading to better intelligibility, increased level automation and processing which will lead to improved workflow efficiencies. The upgrade will include replacement of speakers in the control room with DANTE speakers which will allow users to select different mixes based on the current use of the system.
4. The Intent Digital XLG controller will be replaced with a modern controller with increased reliability and function as well as speed and capability upgrades.
5. A new GUI Graphical User Interface will be built for the control panels in the control room and on the dais. This new interface will remove the voting-related functions that the city no longer uses and streamline the operation with new graphics, buttons, and layouts.
6. The two control panels on the dais which are both more than 10 years old will be replaced with one 10" touch panel with articulating stand at Clerk Desk.
7. New 21" touch monitors with preconfigured controllers and mouse, keyboard, and under desk mount. The system will provide for member request to speak entry, microphone control. Includes live HD presentation NDI video option allowing users to see presentation video as they can now in addition to the embedded touch controls.

8. New Video Display Unit for timer display overlay.
9. We will add inputs for OFE Airtame and Miracast.
10. Electronic name plates controlled by the Intent Digital system is included in the system.
11. Once the equipment has been installed for a year, Triton will audit the networked devices and provide a report with the firmware and security update information to what devices should be updated. This will include a quote to provide the services to make the updates.

## PROJECT PROCESS

Triton's project process is made up of four phases, which describes our approach and methodology to a design and build project.

The two phases, Program Phase and Design Phase have already been completed. For this project, the installation and commissioning phases are included.

Our Project Process is as follows:

- I. **PROGRAM PHASE:** *Already completed and not included in this project.* The first phase of the process is to develop the conceptual design and define overall project goals. This phase allows the project team to brainstorm at a high level and determine the specific functionality for each system area and location of the project. The deliverables of this phase include block and flow diagrams, a Rough Order of Magnitude (ROM) estimate of proposed equipment, space layout drawings and preliminary functional description of the system.
  - a. Conduct and attend one onsite and one offsite meeting.
  - b. Provide Needs Analysis
  - c. Review Existing Documentation – Facilities
  - d. Benchmark Comparable Facilities
  - e. Conduct Program Meeting – Management, Operator, Engineering
  - f. Program Report including:
    - i. Conceptual Design
    - ii. ROM estimate of proposed equipment
    - iii. Equipment Demonstrations
    - iv. Preliminary functional description of system
  - g. This phase is signed off as completed by the client before moving to Design Phase.
- II. **DESIGN PHASE:** *Already completed and not included in this project.* The Design Phase refines the research and design findings from the Program Phase. This

second phase takes the information from Program Phase and develops the design into detail. Once this phase is completed, the client will know everything that needs to be known about the project from a technical standpoint including how all equipment will be wired, where the equipment will be installed, what size technical furniture or number of racks will be required, as well as electrical and mechanical requirements. A final Bill of Material is prepared inclusive of specific line-item equipment lists. This phase includes the following:

- a. Conduct and attend one offsite and one onsite meeting.
- b. Research Benchmark Equipment
- c. Develop System Design
- d. Establish the Infrastructure
  - i. Concept
  - ii. Schematic, Design (Wire Diagrams)
- e. Critical Design Review of Technical Systems
- f. Final space planning, floor plans, equipment locations, etc.
- g. Rack elevations and/or console and furniture layouts.
- h. Mounting Details (Projector, Monitors, Cameras, etc.)
- i. I/O Panel Design and Layout
- j. Identification of power, and conduit requirements. The customer will complete the implementation of power and conduit requirements.
- k. Deliverables and Approval
  - i. Provide 11X17 Drawings using Triton Title Blocks in both hard and soft copy. Soft copy is delivered in both AutoCAD and pdf formats. Drawings include single line drawings that document every cable and all the equipment that will be installed in this project. (Cables not documented include power, keyboard, and mice.) Depending on the project other drawings may include floor plans, reflected ceiling plan, console and rack elevations.
  - ii. Provide Bill of Material (BOM) in both hard and soft copy formats. Soft copy is provided in both Excel and pdf formats. It will be formatted with the following order: item #, quantity, manufacturer, equipment model #, description, price, and extended price. If there is Customer Furnished Equipment (CFE) that is required in this project, those items will be designated as CFE on the BOM with no price associated with it.
  - iii. Provide Cable Database in both hard and soft copy formats. Soft copy is provided in Excel format.
  - iv. Project cost quote for remaining phases.
  - v. Project Timeline for remaining phases.
- l. This phase is signed off as completed by the client before moving to the installation phase.

The following two phases Installation and commissioning are included in this proposal.

**III. INSTALLATION PHASE:** Once the customer approves the design, the project moves to the installation phase. Deliverables and activities in this phase are as follows:

- a. Installation Coordination Meeting
- b. Create cable labels.
- c. Prepare Submittals
  - i. Shop Drawings
  - ii. Sample Finishes
  - iii. Detailed Technical Drawings
- d. Equipment is ordered.
- e. Prepare New Site for Installation
  - i. Rack
  - ii. Grounds
  - iii. Cable Trays
- f. Pre-Assembly and testing
- g. Assemble and test the Technical System
- h. Install Equipment
- i. Run Cables
- j. Label all cables and equipment.
- k. Vendor Commissioning
- l. Deliverable
  - i. All Equipment Installed
  - ii. Wiring Complete
- m. This phase is signed off as completed by the client before moving to Commissioning Phase.



**IV. COMMISSIONING PHASE:** This is the system startup phase where the equipment and wiring are tested, operational parameters set and configured to ensure complete functionality. Triton coordinates operational training provided by the equipment manufacturer. The working system is delivered to the client as a fully functional and operating system. This phase includes system acceptance by the customer, as-built engineering drawings delivery, and overall technical system review. Deliverables and activities in this phase include:

- a. Set equipment parameters.
- b. Preliminary Tests
- c. Generate Punch List
- d. Inspect, Test, and Align System
- e. Up to 4 hours of system and technical review for the City of Escondido's technical staff responsible for the maintenance and troubleshooting of the system is included at no cost.
- f. Attend 1<sup>st</sup> meeting system is being used.
- g. Deliverables
  - i. Final As-Built Engineering Drawings will be provided in both Hard and Soft Copy.
    1. One set of bound notebooks(s) will be provided to house the hard copy drawings printed on 11"X17" size paper.
    2. Two USB Drives with electronic copies of:
      - a. AutoCAD dwg files of the as-built drawings
      - b. Adobe pdf files of the as-built drawings
      - c. Microsoft Excel Wire List
  - ii. Items included with new equipment will be delivered to the customer:
    1. Operational Manuals (if provided by manufacturer)
    2. Manufacturer CD's containing the software versions and releases installed on the equipment (if applicable)
    3. Equipment accessories/options not needed during the installation.
    4. Other technical information that may have been provided.
- h. Project Sign Off from Client



## PRICING

The pricing for this project is \$239,206.64. Following the pricing and payment terms is the breakdown of the equipment, installation materials and labor prices.





## PAYMENT TERMS

Payment terms for this project is as follows:

**EQUIPMENT AND INSTALLATION MATERIALS** – Intent Digital requires a deposit per their payment terms. All payments are due in Net 30 days except for the deposit. The payment terms for the equipment and installation materials are:

-  50% deposit on the Intent Digital items is due at time of contract with remaining 50% to be invoiced once shipped to your warehouse or Triton's, whichever occurs first.
-  Non Intent Digital equipment and installation materials are invoiced once shipped to your warehouse, or Triton's, whichever occurs first.

**LABOR** – Labor to be invoiced with payment due in Net 30 days at the following milestones:

-  20% to be invoiced when contract or PO is issued.
-  30% to be invoiced first day onsite installation begins
-  40% to be invoiced at the start of the second week onsite during installation and commissioning.
-  10% to be held in retention until project is signed off by

Item 7.

CUSTOMER: City of Escondido  
 ADDRESS:



QUOTE DATE: September 23, 2024

AV Distribution, DSP,  
 PROPOSAL #: and Control System  
 Update V11.0

Michael Thorne and Jorge  
 CONTACT: Martinez  
 PHONE #:

32234 Paseo Adelanto Suite E-1 | San Juan Capistrano, CA 92675  
 phone: 949.388.3919 | fax: 866.275.9175  
 www.TritonTechnologySolutions.com | contractor's license #951869

EMAIL:

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
<b>CONTROL SYSTEM UPDATE</b>						
1	1	Intent Digital	VL-XLG-CU	<b>VoteLynx XLG System Controller (Upgrade Price):</b> DellOptiPlex MicroForm computers with Win 10 IoT Enterprise LTSC and configured VoteLynx XLG Controller software.	\$3,074.00	\$3,074.00
2	1	Intent Digital	VL-RST-120-U	<b>VoteLynx XLG RTS Touch Panel (Upgrade price):</b> 12" touch panel for request-to-speak, display of meeting items with AV control at chairman position. Includes installed software and configuration.	\$2,727.00	\$2,727.00
3	2	Intent Digital	ETC200/TM10W-U	<b>VoteLynx Energize Control 10" Touch Panel Upgrade:</b> Upgraded replacement controller with 10" 1280x800 touch monitor, includes monitor desk stand and controller under desk mount.	\$2,513.00	\$5,026.00
4	1	Intent Digital	VL-VDU-U	<b>VoteLynx VDU Video Display Unit (Upgrade Price):</b> Dell 50x0 MicroForm computers preconfigured with Win 10 Enterprise LTSC and configured VoteLynx VDU software.	\$1,903.00	\$1,903.00
5	4	Intent Digital	IP2SL-P	<b>Global Cache POE IP to Serial Modules:</b> Replaces existing Control IP/serial frame.	\$180.00	\$720.00
6	11	Intent Digital	VL-GUS-STV	<b>VoteLynx Member GUS Stations:</b> Preconfigured controllers Include 21" touch monitor, mouse, keyboard, and under desk mount. Provides for member request to speak entry, microphone control. Includes live HD presentation NDI video option.	\$2,936.00	\$32,296.00
7	11	Intent Digital	VL-END	<b>VoteLynx Electronic Name Displays.</b> Ultra Wide format LCD display to automatically show member name at each dais seat. Connects to second video output of GUS station controller.	\$805.00	\$8,855.00
8	1	Intent Digital	KV-E2	<b>HDMI NDI Encoder:</b> Configured to stream video to VoteLynx GUS stations	\$638.00	\$638.00
9	1	Intent Digital	VL-Configure	<b>Intent Digital Manufacturer Support Services:</b> Pre-configure VoteLynx devices to be shipped based on existing project design documentation and information supplied by user, design consultant or integrator. Includes creating new device and event control databases; refreshing control GUI appearance	\$15,829.00	\$15,829.00
<b>AV DISTRIBUTION</b>						
10	15	WEARSON	WS-03A	Foldable Monitor Stand   Low Profile Monitor Stand   Vesa Stand - Adjustable LCD Monitor Stand Mount Folding VESA Monitor Desk Stand with VESA Hole 75x75mm 100x100mm	\$47.00	\$705.00
11	1	AV PRO EDGE	AC-MXNET-CBOX-HA	MXNet Control Box, Web based – Apache Web Server	\$388.00	\$388.00
12	11	AV PRO EDGE	AC-MXNET-1G-EV2	MXNet Evolution II 1G Encoder/Transmitting Device HDMI 2.0, HDCP 2.3, 4K/60fps 4:4:4 HDR, HDR 10 & Dolby Vision Support	\$705.00	\$7,755.00
13	12	AV PRO EDGE	AC-MXNET-1G-DV2	MX Net Evolution II 1G Decoder/Receiving Device	\$705.00	\$8,460.00
14	5	AV PRO EDGE	AC-SC2-AUHD-GEN2	18Gbps Signal Manager, Up/Down Scaler, EDID Manager, Audio De-Embedder	\$352.00	\$1,760.00
15	1	AV Pro Edge	AC-MXNET-1G-R15	The AC-MXNET-1G-R15 is a 6-RU tall, heavy-duty rack accessory designed to vertically organize up to 15 MXnet 1G Ecosystem encoders and the AC-MXNET-1G-CBOX-B for proper ventilation requirements. Numbered slots enable easy identification in large installations.	\$224.00	\$224.00
16	2	Blackmagic Design	BMD-CONVMUDCSTD/HD	Blackmagic Design Mini Converter UpDownCross HD	\$159.00	\$318.00

Item 7.

CUSTOMER: City of Escondido  
 ADDRESS:  
 Michael Thorne and Jorge  
 CONTACT: Martinez  
 PHONE #:  
 EMAIL:



QUOTE DATE: September 23, 2024  
 PROPOSAL #: AV Distribution, DSP, and Control System Update V11.0

32234 Paseo Adelanto Suite E-1 | San Juan Capistrano, CA 92675  
 phone: 949.388.3919 | fax: 866.275.9175  
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ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
17	2	Audinate	VIRTUAL SOUND CARD	AUDINATE VIRTUAL SOUND CARD TRANSERABLE LICENSE	\$89.00	\$178.00
18	2	Audinate	ADP-DAO- AU-0X2	Audinate – Dante AVIO 2-Channel Analog Output	\$199.00	\$398.00
19	1	ROSS	SRG-2200N	Master Reference and Test Signal Generator. 1RU 3G / HD / SD SDI test signal generator that provides Color Black, Tri-Level Sync, test signals, as well as LTC and VITC, together with AES audio and DARS, satisfying applications in PAL, NTSC, or SDI (SD to UHD). It features 3 independent timing generators for greater flexibility in single and multi-standard installations. Includes dual redundant power supplies.	\$6,369.00	\$6,369.00
20	1	Liberty	DL-CL2	Base Security Clamp, Cable and Hardware for DL-AR System	\$24.00	\$24.00
21	1	Liberty	DL-AP2	Security Clamp to attach Apple Adapters to DL-AR System	\$13.00	\$13.00
22	1	Liberty	AR-DP4K-HDF	4K DisplayPort to HDMI Cable Adapter 5 inches long	\$35.00	\$35.00
23	1	Liberty	AR-UCM-HDF	Adapter Cable USB "C" male to HDMI female 5 inches long	\$46.00	\$46.00
24	1	Liberty	MD826AM/A	Apple Certified Adapter Lightning (M) to HDMI (F) and Lightning (F) to Power Device	\$55.00	\$55.00
25	1	Liberty	MUF82AM/A	Apple Certified Adapter USB C to HDMI w/USB A Port	\$77.00	\$77.00
26	1	AJA	HI5-PLUS-R1	3G-SDI to HDMI with PsF to P support, Includes 1 Meter HDMI Cable	\$436.00	\$436.00
27	2	AJA	U-TAP-HDMI-R0	U-TAP HDMI Simple USB 3.0 Powered HDMI Capture	\$379.00	\$758.00
28	4	AUDINATE	ADP-USB-AU-2X2	AVIO 2x2 USB Type-A I/O Adapter for Dante Audio Network	\$159.00	\$636.00
29	1	ANKER	A2667	External PSU	\$34.00	\$34.00
<b>DSP UPGRADE</b>						
30	2	Biamp	TESIRA SERVER-IO	The Tesira SERVER is a digital network server. It is factory configured with one DSP-2 card and can accept up to a total of eight DSP-2 cards. The SERVER can be also factory configured with a 32 x 32 channel SCM-1 CobraNet card, a 64 x 64 channel DAN-1 Dante™ card, or a standard I/O card for four channels of local I/O.	\$5,089.00	\$10,178.00
31	2	Biamp	TESIRA DSP-2	DSP card with 2 DSPs (up to 2 additional cards can be installed per chassis)	\$647.00	\$1,294.00
32	2	Biamp	TESIRA DAN-1	64x64 Dante™ interface card (2 cards max per chassis)	\$1,135.00	\$2,270.00
33	9	Biamp	TESIRA SEC-4	4 channel mic/line input card with acoustic echo cancellation	\$565.00	\$5,085.00
34	8	Biamp	TESIRA SOC-4	4 channel mic/line output card	\$249.00	\$1,992.00
35	6	Xtreme Power	P91-1500	High performance online UPS with up to 10 year battery lifespan	\$1,015.00	\$6,090.00
<b>RECOMENDED BROADCAST MIXER UPDATE</b>						
36	1	Allen & Heath	SQ5	SQ5 Mixer - 96kHz FPGA Processing -48 Input Channels, 16 Onboard Preamps, DEEP Processing Ready, 12 Stereo Mixes + LR, 3 Stereo Matrix, 8 Stereo FX Engines + Dedicated Returns - 64ch I/O Port for Audio Networking - 32x32 USB Audio Interface - Range of Remote Expanders	\$3,493.00	\$3,493.00
37	1	Allen & Heath	SQ Dante	Dante Network Interface Card - 64 X 64 Dante card for SQ / AHM Series, 96kHz / 48kHz	\$898.00	\$898.00

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CUSTOMER: City of Escondido  
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**TRITON**  
 TECHNOLOGY SOLUTIONS  
 BECAUSE TECHNOLOGY NEVER ENDS

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ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
38	2	Glensound	Divine	Intelligent Network Audio Monitor - BLACK	\$638.00	\$1,276.00
<b>SPARE</b>						
39	1	AJA	HI5-PLUS-R1	3G-SDI to HDMI with PsF to P support, Includes 1 Meter HDMI Cable	\$436.00	\$436.00
40	1	Biamp	TESIRA SEC-4	4 channel mic/line input card with acoustic echo cancellation	\$565.00	\$565.00
41	1	Biamp	TESIRA SOC-4	4 channel mic/line output card	\$249.00	\$249.00
<b>OWNER FURNISHED (OFE)</b>						
42	1	Dell	PowerSwitch E3248P-ON Switch	1RU switch with 48 line-rate 1GbE copper ports with 802.3at (30W) PoE, four integrated 10GbE SFP+ ports and 2 integrated 100GbE QSFP28 ports	\$0.00	\$0.00
43	3	Dell	PowerSwitch N3224T-ON Switch	N3224T-ON IO/PS Airflow, with OS6: 24x RJ45 10/100/1000Mb auto-sensing ports, 4x 10G SFP+ ports, 2X 100G QSFP28 ports, 1x 550W AC PSU included.	\$0.00	\$0.00
44	2	Dell	QSFP28-BIDI-100G	Dell Q28-100G-BIDI Compatible QSFP28 100GBASE-SR BiDi 850nm 100m DOM Duplex LC/UPC MMF Optical Transceiver Module	\$0.00	\$0.00
45	8	Dell	SFP-10GSR-85	Dell Networking 407-BBOU Compatible SFP+ 10GBASE-SR 850nm 300m DOM Duplex LC/UPC MMF Optical Transceiver Module	\$0.00	\$0.00
<b>MATERIALS &amp; LABOR</b>						
46	0	TRITON	DESIGN	Design System and update all design documents including drawings, database, IP & network information	\$23,225.00	\$0.00
47	0	TRITON	BID DOCS	Write Bid Specification and formal bid package	\$2,376.00	\$0.00
48	1	TRITON	INSTALLATION & COMMISSIONING	Demo and decommission system components being replaced, install and test new components as well as overall system, commission system, train users, and provide meeting support for first meeting with new system. Includes audit of network firmware and security updates a year after this system is installed.	\$84,054.00	\$84,054.00
49	1	TRITON	MATERIALS	Installation materials including cable, cable and equipment labelling, hardware, mounting systems, and other components of system installation	\$7,500.00	\$7,500.00


<b>TERMS AND CONDITIONS:</b> 1. This quotation is valid for 30 days from quote date. 2. Payment terms available upon credit approval. 3. Pricing is based on a cash discount, not the use of a credit card. Payments made by credit cards will incur a 4% increase to the total. 4. Ground freight is estimated and billed at the cost Triton incurs. 5. Labor quoted, is not a condition of the equipment being purchased from Triton. 6. This information is confidential between Triton and the named Customer above and cannot be shared with anyone outside of either organization without approval from either organization. 7. Freight is taxable when Triton receives the equipment then either delivers it or ships it to the customer. Freight is non taxable when Triton's supplier ships directly to the customer.	<b>SUBTOTAL:</b>	<b>\$225,117.00</b>	
	<b>COST (DROP SHIP TO CLIENT NON-TAXABLE):</b>	<b>\$4,000.00</b>	
	<b>TAX @:</b>	<b>7.75%</b>	<b>\$10,015.64</b>
	<b>CALIFORNIA E-WASTE RECYCLE FEE:</b> \$4.00/Monitor 4" - 14.99" \$5.00/Monitor 15"-34.99" \$6.00/Monitor 35" or larger	<b>\$74.00</b>	
	<b>TOTAL:</b>	<b>\$239,206.64</b>	


## PROJECT ASSUMPTIONS AND EXCLUSIONS

- All existing equipment is in working order.
- The City is providing all of the Networking equipment along with the programming, set up and commissioning of the network system. Triton will install all cabling and verify as well as certify the cables to the hardware and provide information required for the ports and VLANS to the city. Triton will need a primary contact available during commissioning to work with our engineers to set up and commission the network switches. Due to the very tight timeline of this project, it is critical that switch setup and potential changes be done quickly and when asked.
- Triton does not perform any high voltage electrical design or installation work. This is provided by the client or their electrician.
- All millwork and changes to the dais is to be provided by the owner and coordinated with Triton to ensure compatibility with schedule and equipment.
- All permits to be provided by owner
- All acoustic, high voltage electrical, mechanical, and civil engineering is provided by others.
- Triton Technology Solutions assumes that City staff including the Production Manager, City Clerk and all other staff who have input on the design will be available to answer questions during all phases of this project.
- Triton will inform the City of Escondido if there is any change in the scope of work and will provide a price for the change. The City of Escondido then can decide to accept or reject the change. If the change is accepted, then the City of Escondido will need to issue a revised PO or contract.
- This proposal is valid for 30 days from the date of submittal.
- These services are quoted to complete this project within 180 days. Delays by the customer, GC, or AV contractor, which extends the timeline will affect Triton's cost and Triton will require a change order to cover the additional costs for the additional time required to provide these services over an extended period.
- It is the City of Escondido's responsibility to warrant the security of any and all information provided for data and or network security provided for this project. For more information, Triton's Data and Network Security Liability Disclosure is available upon request.
- BIM (Building Information Modeling) is not included in this proposal.
- This proposal does not include the cost of a bid, performance, or payment bond. If a bond is required for this project the cost will need to be added to this proposal.
- Liquidated damages is not a condition of this project.

## TERMS AND CONDITIONS

 **LIMITATION OF LIABILITY:** Neither party shall be liable for loss of profits or any special, incidental, or consequential damages arising from this agreement, however caused, even if the other part has been advised of the possibility of such potential loss or damage. In no event shall either party's liability for actions arising from or related to the services provided under this agreement exceed the amount of fees payable for such services pursuant to this agreement.

 **TERMINATION:** City of Escondido may terminate this Agreement at any time upon written notice to Triton. Triton may terminate this Agreement upon thirty (30) days prior written notice to the City of Escondido only upon the occurrence of the material breach of any of the terms or conditions of this Agreement by the City of Escondido, including but not limited to any failure to make payment as required herein, and the breach is not cured within thirty (30) days after written notice thereof. In the event of termination of this Agreement as provided herein, City of Escondido shall remain responsible to pay Triton, in accordance with this Agreement, for any services provided by Triton to the City of Escondido in accordance with this Agreement through the date of termination, for which full payment has not been made. Subsequent to the date of termination, following notice, Triton shall have no further responsibility to perform any services for the City of Escondido.

 **CONFIDENTIALITY:** This proposal and all its content and any attached documents are proprietary and confidential and cannot be used for any purpose other than evaluating the proposal. It is not to be shared in whole or in part with anyone outside the City of Escondido.



# STAFF REPORT

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October 23, 2024  
File Number 0697-20

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## SUBJECT

**SHORT-FORM RENT INCREASE APPLICATION FOR CAREFREE RANCH MOBILEHOME PARK (FILE NO. 0697-20-10341)**

## DEPARTMENT

Development Services; Housing and Neighborhood Services Division

## RECOMMENDATION

Request the City Council Conduct Public Hearing and

- 1) Review and consider Carefree Ranch Mobilehome Park Short-Form Application
- 2) Adopt the Rent Review Board Resolution No. RRB 2024-140

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

Presenter: Carlos Cervantes, Management Analyst; Danielle Lopez, Housing and Neighborhood Services Manager; Stephen Jacobson, Code Compliance Officer II

**ESSENTIAL SERVICE – No**

**COUNCIL PRIORITY –**

## FISCAL ANALYSIS

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

## PREVIOUS ACTION

On August 23, 2023, a short-form application was considered and approved. An increase of 6.56 percent (6.56%) was approved, resulting in an average space increase of \$37.95 per space, per month.

## BACKGROUND

On June 8, 1988, the Escondido residents voted to approve Proposition K to enact Mobilehome Rent Control in the City of Escondido ("City"). Under Proposition K, if a park owner wants to increase the rent





# CITY of ESCONDIDO

## STAFF REPORT

on a mobilehome rent control space, they must file an application with the City and obtain approval from the Mobilehome Park Rent Review Board (“Board”). This Board is an independent body comprised of the City of Escondido Councilmembers.

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

Carefree Ranch Mobilehome Park (“Park”) is a 55+ age park, located at 211 N. Citrus Ave, Escondido, CA 92027. The Park has a total of 184 spaces, of which 58 spaces are subject to rent control. The Park is requesting an increase for the 58 rent-controlled spaces. The amenities available for the residents include a remodeled clubhouse, laundry room and, pool and jacuzzi area.

The Park’s submitted a short-form application on July 15, 2024. (Attachment “1”). City staff reviewed the final application and deemed it to be complete on August 27, 2024. City staff mailed a letter, written in both English and Spanish, on August 28, 2024, notifying the affected park residents of the application and proposed rent increase, upcoming residential meeting, and public hearing date (Attachment “2”).

Carefree Ranch Mobilehome Park short-form application was available for review at the Park office, and the Housing & Neighborhood Services Division counter at City Hall.

Housing & Neighborhood Services and Code Compliance staff facilitated an in-person meeting for the affected residents on September 9, 2024, at 6:00 p.m. Code Compliance conducted a lighting inspection on September 9, 2024 and completed an inspection of the common areas on September 10, 2024.

City staff mailed a 10-day notice written in both English and Spanish to residents on October 8, 2024 reminding them of the October 23, 2024, City Council Meeting (Attachment “4”).

### THE RENT INCREASE APPLICATION:

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

### PARK OWNER’S REQUEST:

The Park is requesting an increase of 90 percent of the change in CPI for the period of December 31, 2022 to December 31, 2023. A park is allowed to request up to 90 percent (90%) of the current CPI. Under Section 12(E) of the Guidelines, it states “The Board must presume that up to ninety percent (90%) of the



# CITY of ESCONDIDO

## STAFF REPORT

Consumer Price Index is a fair, just, and reasonable rent increase. However, the Board may consider any of the other Ordinance factors at the request of either the park owner or the affected residents in determining that a lesser increase is fair, just, and reasonable.” These factors are referenced in Chapter 29 Article 5 Section 29-104(g) of the Escondido Municipal Code. Ninety percent (90%) of the change in the CPI is 4.275 percent (4.275%) for the period of consideration. Currently, the average monthly rent for the residents that are affected by this application is \$616.40. The average monthly increase requested for the 58 spaces is \$26.74 per space, per month. This increase ranges from to \$19.92 - \$35.70 per space, per month.

### RESIDENT MEETING AND COMMENTS:

All Park residents affected by this request were invited to attend a meeting in their clubhouse September 9, 2024, at 6:00 p.m. The meeting was attended by three (3) residents, the Park manager, and City staff. The application and the short-form hearing procedures were reviewed with the residents. Residents stated that they appreciated the Park being well maintained and Park managers being easily accessible as well as the renovated clubhouse. Residents did note their concern about cars on Citrus Ave going too fast when they try to exit the Park stating it is a safety hazard. No other concerns were brought forward.

Park Representative: Lester Dale Anderson

### CODE COMPLIANCE INSPECTION:

On September 9, 2024, a lighting inspection was performed by the Code Compliance Division; one lighting violation was identified. On September 10, 2024, an inspection of the common areas was conducted by the Code Compliance Division, Neighborhood Service Staff and Park Management. Two (2) violation were identified. One violation was overgrown tree branches and vegetation encroaching into roadway and spaces 11, 110, 246, and 250; with the other violation being a missing latch on the rear gate to trash enclosure.

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

### ADDITIONAL FACTORS AFFECTING THE APPLICATION:

In conformance with the Rent Review Board Guidelines, the decision of the Board will be finalized by adoption of the Resolution confirming the findings of the Public Hearing. The Notice of Determination



# CITY of ESCONDIDO

## STAFF REPORT

will be mailed to the applicant and residents immediately upon adoption of the Resolution. Park owners and management must give a 90-day notice of any rent increase to affected residents upon the adoption of the Resolution.

### RESOLUTIONS

- a) Resolution No. RRB 2024-140

### ATTACHMENTS

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

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

**SHORT-FORM APPLICATION FOR MOBILE HOME SPACE RENT INCREASE**

Park Name Carefree Ranch Telephone 760-745-4851  
Address 211 N. Citrus Ave Escondido, CA 92027  
Owner Carefree Ranch LLC Telephone 949-722-1698  
Address 301 E. 17th St., #208 Costa Mesa, CA 92627  
Representative Bart Thomsen Telephone 949-722-1698

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

Address \_\_\_\_\_  
Site Manager Jim Younce Telephone 760-745-4851

Today's Date: 7/15/24

Date of last RRB increase 11/1/2023 Period covered by CPI request 12/31/22 - 12/31/23  
Number of Spaces in Park 184 Spaces affected by proposed increase 58  
Change in CPI during period 4.75 % 90% of change in CPI 4.275 %  
Increase requested by Park 4.275 % # of In-Place Transfers as of 7/1/20 \*\*9  
or since last Rent Increase Application (whichever is more recent)

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

- Clubhouse
- Guest House
- Jacuzzi
- Laundry Room
- Pool

**\*\*Last rent increase application deemed complete July 13, 2023**

①



## Carefree Ranch Rent Increase Application 2024

Space #	Resident(s) Name	Rent In		Rent In		Current Rent		Percentage Increase		Requested Increase		Requested New Rent	
		July 2022	July 2023	July 2023	2024	Increase	Increase	Increase	Increase				
2	Wayne Louth	\$447.20	\$472.75	\$503.76	\$503.76	4.275%	\$ 21.54	\$ 21.54	\$525.30				
6	Kambiz Davarifard	\$567.38	\$599.80	\$650.39	\$650.39	4.275%	\$ 27.80	\$ 27.80	\$678.19				
8	Judy Zirkle	\$529.06	\$559.29	\$595.98	\$595.98	4.275%	\$ 25.48	\$ 25.48	\$621.46				
11	Tom Burns	\$459.98	\$486.26	\$518.16	\$518.16	4.275%	\$ 22.15	\$ 22.15	\$540.31				
16	Esther Erro	\$447.20	\$472.75	\$503.76	\$503.76	4.275%	\$ 21.54	\$ 21.54	\$525.30				
22	Roger Lee Crabtree	\$447.20	\$472.75	\$557.88	\$557.88	4.275%	\$ 23.85	\$ 23.85	\$581.73				
26	Jose Lopez	\$563.54	\$595.74	\$634.82	\$634.82	4.275%	\$ 27.14	\$ 27.14	\$661.96				
31	Michelle Johnson	\$567.38	\$599.80	\$639.15	\$639.15	4.275%	\$ 27.32	\$ 27.32	\$666.47				
33	Mae Moen	\$560.23	\$592.24	\$631.09	\$631.09	4.275%	\$ 26.98	\$ 26.98	\$658.07				
35	Robert McKeever	\$563.54	\$595.74	\$634.82	\$634.82	4.275%	\$ 27.14	\$ 27.14	\$661.96				
38	Bertha Scheiden	\$483.51	\$510.62	\$544.12	\$544.12	4.275%	\$ 23.26	\$ 23.26	\$567.38				
39	Mary McGlasson	\$434.49	\$459.32	\$489.45	\$489.45	4.275%	\$ 20.92	\$ 20.92	\$510.37				
43	Dale Anderson	\$455.28	\$481.29	\$512.86	\$512.86	4.275%	\$ 21.92	\$ 21.92	\$534.78				
48	Graciela Alatraste	\$598.93	\$633.74	\$675.31	\$675.31	4.275%	\$ 28.87	\$ 28.87	\$704.18				
50	Rosario Divina Pallesco	\$597.22	\$631.35	\$672.77	\$672.77	4.275%	\$ 28.76	\$ 28.76	\$701.53				
51	Abigail Morales	\$434.49	\$459.32	\$489.45	\$489.45	4.275%	\$ 20.92	\$ 20.92	\$510.37				
57	Susan Mitchell	\$520.15	\$549.87	\$585.94	\$585.94	4.275%	\$ 25.05	\$ 25.05	\$610.99				
59	Eve Gonzales-Salazar	\$594.40	\$628.36	\$669.58	\$669.58	4.275%	\$ 28.62	\$ 28.62	\$698.20				
62	Daniel Dorlaque	\$594.40	\$628.36	\$669.58	\$669.58	4.275%	\$ 28.62	\$ 28.62	\$698.20				
109	Kenneth Daniel Smith	\$560.23	\$610.82	\$650.89	\$650.89	4.275%	\$ 27.83	\$ 27.83	\$678.72				
111	Edward Danhoff	\$674.14	\$719.31	\$756.71	\$756.71	4.275%	\$ 32.35	\$ 32.35	\$789.06				
118	Priscilla Moriente	\$437.66	\$462.67	\$513.26	\$513.26	4.275%	\$ 21.94	\$ 21.94	\$535.20				
121	Rebeca Gutierrez	\$627.80	\$678.39	\$722.89	\$722.89	4.275%	\$ 30.90	\$ 30.90	\$753.79				

122	Mikhail Kolobkov	\$672.95	\$625.00	\$666.00	4.275%	\$	28.47	\$694.47
123	Linda Willison	\$534.45	\$564.99	\$602.05	4.275%	\$	25.74	\$627.79
124	Janette Beck	\$683.06	\$730.87	\$762.30	4.275%	\$	32.59	\$794.89
126	Maria Estrada	\$595.25	\$629.26	\$670.54	4.275%	\$	28.67	\$699.21
129	Rick Traffon	\$702.47	\$742.61	\$791.33	4.275%	\$	33.83	\$825.16
131	Thu Thach	\$632.21	\$668.33	\$721.80	4.275%	\$	30.86	\$752.66
132	Alice Crocker	\$434.49	\$459.32	\$489.45	4.275%	\$	20.92	\$510.37
134	Javier Garcia	\$594.40	\$628.36	\$669.58	4.275%	\$	28.62	\$698.20
138	Kathleen Davis	\$613.43	\$648.48	\$691.02	4.275%	\$	29.54	\$720.56
139	Veronica Panem Saclayan	\$726.79	\$784.93	\$836.42	4.275%	\$	35.76	\$872.18
141	Irene Kelley	\$594.40	\$628.36	\$669.58	4.275%	\$	28.62	\$698.20
202	Adah Forbes	\$434.49	\$459.32	\$489.45	4.275%	\$	20.92	\$510.37
204	Donald Wilson	\$520.15	\$549.87	\$585.94	4.275%	\$	25.05	\$610.99
206	Toni Janean Nicholson	\$413.70	\$464.29	\$494.75	4.275%	\$	21.15	\$515.90
210	Maria Blasingame	\$434.49	\$459.32	\$489.45	4.275%	\$	20.92	\$510.37
211	Karen Sue Silva	\$665.30	\$718.52	\$765.65	4.275%	\$	32.73	\$798.38
214	Fernando Valdez	\$725.26	\$766.70	\$817.00	4.275%	\$	34.93	\$851.93
215	Jane Valdez	\$413.70	\$437.34	\$466.03	4.275%	\$	19.92	\$485.95
216	Leticia Heras Chavez	\$488.44	\$516.94	\$550.85	4.275%	\$	23.55	\$574.40
217	Amalia Rosales	\$612.14	\$647.12	\$689.57	4.275%	\$	29.48	\$719.05
218	Kimberlee Baker	\$413.70	\$437.34	\$466.03	4.275%	\$	19.92	\$485.95
235	Robert Fernandes	\$434.49	\$459.32	\$489.45	4.275%	\$	20.92	\$510.37
236	Janet Louise Lindsley	\$447.20	\$523.34	\$557.67	4.275%	\$	23.84	\$581.51
237	Ruth Jinks	\$534.45	\$564.99	\$602.05	4.275%	\$	25.74	\$627.79
243	Shirley Nelson	\$682.22	\$721.20	\$768.51	4.275%	\$	32.85	\$801.36
254	Ervin Nickerson	\$702.47	\$742.61	\$791.33	4.275%	\$	33.83	\$825.16
257	Kenneth LeRoy	\$472.75	\$499.76	\$532.54	4.275%	\$	22.77	\$555.31
260	Linda Alsbrook	\$472.75	\$499.76	\$532.54	4.275%	\$	22.77	\$555.31
262	Maggie OBrien	\$702.47	\$742.61	\$791.33	4.275%	\$	33.83	\$825.16

268	Dennis Todd	\$632.21	\$668.33	\$712.17	4.275%	\$	30.45	\$742.62
270	Sharon Adams	\$534.45	\$564.99	\$602.05	4.275%	\$	25.74	\$627.79
271	Paul Francis Robusto	\$632.21	\$682.79	\$727.58	4.275%	\$	31.10	\$758.68
276	Rodney Nielson	\$683.06	\$730.87	\$762.30	4.275%	\$	32.59	\$794.89
278	Fay Marie Lee	\$632.21	\$668.33	\$712.17	4.275%	\$	30.45	\$742.62
279	Ellan Hayes	\$434.49	\$459.32	\$489.45	4.275%	\$	20.92	\$510.37

58 R/C Spaces



Carefree Ranch

**OWNER'S AFFIDAVIT**

I (We,) \_\_\_\_\_

Katie Morris

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

Signed: Katie Morris

*Signature*

Representative

Park Owner/Type or print name

*Signature*

Representative/Type or print name

Mailing address: 301 E. 17th St Ste 208

Costa Mesa, CA 92627



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

August 28, 2024

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

Dear Resident:

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

This letter is to inform you about:

**1) RESIDENT MEETING**

- Date: Monday, September 9, at 6:00 p.m.
- Location: Park Clubhouse
- Purpose: To discuss the short-form hearing process, answer any questions, and select a resident representative.
- Spanish translation will be provided

**2) RENT REVIEW BOARD HEARING**

- Date: October 23, at 5 p.m.
- Location: City Council Chambers, 201 North Broadway, Escondido, CA 92025

**3) HOW THIS MAY IMPACT YOU**

- The Park is requesting a **4.257%** increase
- Average Increase per space per month: **\$26.74**
- Average Rent for rent controlled spaces after the increase: **\$652.23**

**4) WHERE TO RECEIVE MORE INFORMATION**

- Attend the resident meeting on Monday, September 9, at 6:00 p.m.
- The application is available on the city's website, at your park's office and at the Housing and Neighborhood Services Division counter at City Hall during normal business hours. Monday – Friday 8 a.m. – 5 p.m.
- Please provide any written comments within 30-days
- Contact Carlos Cervantes at (760) 839-6265 or [carlos.cervantes@escondido.gov](mailto:carlos.cervantes@escondido.gov)

Sincerely,

*Carlos Cervantes*

Carlos Cervantes  
Housing and Neighborhood Services Management Analyst I

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

Agosto 28, del 2024

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

Estimado Residente:

Una **solicitud abreviada** para un aumento de rentas para su Parque ha sido revisada y determinada ser completa.

Esta carta es para infórmale de:

**1) JUNTA DE RESIDENTES**

- Fecha = Septiembre 9, a las 6:00pm
- Locación = Clubhouse de su parque
- Propósito = Para discutir el proceso de la audiencia de la solicitud abreviada, contestar cualquier pregunta y seleccionar un residente representante.

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

- Fecha = Octubre 23, a las 5pm
- Locación = En la Sala Consistorial del Municipio (City Council Chambers), 201 North Broadway, Escondido, CA 92025

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

- El parque está solicitando un aumento de **4.275%**
- Aumento promedio por espacio por mes = **\$26.74**
- Renta promedia para espacios de renta controlado = **\$652.23**

**4) DONDE PUEDE RECIBIR MÁS INFORMATION**

- Asistir la junta de residentes el Septiembre 9, a las 6pm
- Solicitud disponible en línea, en la oficina del parque y en el mostrador de la División de Vivienda y Servicios al Vecindario del Ayuntamiento, de lunes a viernes, de 8 am a 5 pm.
- Por favor, proporciona cualquier comentario por escrito dentro de los próximos 30 días.
- Contacte a Carlos Cervantes at (760) 839-6265 or [carlos.cervantes@escondido.gov](mailto:carlos.cervantes@escondido.gov)

Sinceramente,

*Carlos Cervantes*

Carlos Cervantes  
Housing and Neighborhood Services Management Analyst I



**DATE:**            **SEPTEMBER 10, 2024**

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

**FROM:**           **ANTHONY MULLINS, CODE COMPLIANCE MANAGER** *AM*

**SUBJECT:**       **CAREFREE RANCH MOBILEHOME PARK RENT CONTROL**

Carefree Ranch Mobilehome Park was inspected on September 10, 2024 with the lighting inspection conducted the prior evening. The code compliance inspection is required as part of the mobile home park’s rent control application process. There were five general park violation and no lighting violations found and noted in the attached inspection report.

The resident meeting was held September 9, 2024 and was attended by three residents, a park manager and three city employees. There were no code issues brought forth in the meeting.

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



Carefree Ranch Mobile Home Park  
September 10, 2024 - Rent Control Inspection Report  
Page 2

Item 8.

**Areas of the park requiring illumination per 25 CCR 1108:**

**(Lighting Inspection conducted the evening of 9-9-2024)**

1. No lighting violations were found.



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

October 11, 2024

Carefree Ranch LLC  
211 North Citrus  
Escondido, CA 92027

## RESIDENT NOTICE OF PUBLIC HEARING

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

### **A short-form rental increase application for Carefree Ranch M.H.P.**

A copy of the application is available for review at the Housing & Neighborhood Services Division at City Hall, 201 N. Broadway. A copy of the staff report will be available at the Housing counter five days prior to the hearing date.

A public hearing is scheduled for **October 23, 2024 at 5 p.m.** in the City Council Chambers, 201 N. Broadway, Escondido, CA 92025 to determine whether or not a rent increase will be granted for your park.

If you are protesting the short-form application, you should register in the foyer prior to the opening of the public hearing. The purpose of the hearing is for the Rent Review Board to obtain input from the owner and tenants about why an increase should or should not be granted. If you challenge the decision of the Board in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Rent Review Board at or prior to the public hearing.

You may also submit your feedback to Carlos Cervantes at [carlos.cervantes@escondido.gov](mailto:carlos.cervantes@escondido.gov) or call 760-839-6265 and this information will be included in the City Council presentation.

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

Sincerely,

*Carlos Cervantes*

Carlos Cervantes  
Housing & Neighborhood Services Analyst I





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

11 de octubre del 2024

Carefree Ranch LLC  
211 North Citrus  
Escondido, CA 92027

## AVISO PARA RESIDENTES DE AUDIENCIA PÚBLICA

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

### La aplicación de aumento de renta para Carefree Ranch M.H.P.

Una copia de la aplicación está disponible para revisión en la oficina de Carefree Ranch Mobilehome Park o División de Vivienda y Servicios al Vecindario en el Ayuntamiento, 201 N. Broadway. Una copia del reporte del personal estará disponible en el mostrador de la División de Vivienda cinco días antes de la fecha de la audiencia.

Una audiencia pública está programada para el **23 de octubre del 2024 a las 5 p.m.** en la Sala Consistorial del Concejo Municipal, 201 N. Broadway, Escondido, CA 92025 para determinar si se otorgará o no un aumento de renta para su parque.

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

También puede enviar sus comentarios a Carlos Cervantes a [carlos.cervantes@escondido.gov](mailto:carlos.cervantes@escondido.gov) o llamar al 760-839-6265 y esta información se incluirá en la presentación al Concejo Municipal.

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

Sinceramente,

*Carlos Cervantes*

Carlos Cervantes  
Analista de Servicios de Vivienda y Vecindario I



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

October 4, 2024

Carefree Ranch LLC  
C/o Bart J. Thomsen  
PO Box 15274  
Newport Beach, CA. 92659

Property Owner

Jim Younce- Manager  
Carefree Ranch Mobilehome Park  
211 N Citrus Ave  
Escondido, CA 92027

Property Manager

Dear Bart and Jim,

This "Notice" is to formally advise you that the violations noted in the rent control inspection report dated September 10, 2024 have been corrected.

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

Sincerely,

A handwritten signature in black ink, appearing to read "A. Mullins".

Anthony Mullins  
Interim Code Compliance Manager

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

RESOLUTION NO. RRB 2024-140

A RESOLUTION OF THE CITY COUNCIL/ MOBILEHOME  
RENT REVIEW BOARD OF THE CITY OF ESCONDIDO,  
CALIFORNIA AUTHORIZING A RENT INCREASE FOR  
CAREFREE RANCH MOBILEHOME PARK

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

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

WHEREAS, a short-form rent increase application pursuant to Section 12 of the Rent Review Board Guidelines was filed on July 17, 2024 ("Application") by Carefree Ranch, LLC ("Park"), the owner of the rental spaces in Carefree Ranch Mobilehome Park, located at 211 N. Citrus Ave in Escondido, California. City staff reviewed the Application and deemed it complete on August 27, 2024; and

WHEREAS, the last rent increase was granted by Rent Review Board Resolution No. 2023-94 on August 23, 2023, for an increase of 6.56 percent, or approximately \$616.40 per space, per month; and

WHEREAS, the Park requested a rent increase in the amount of 90 percent of the change in the Consumer Price Index ("CPI"), or 4.275 percent, for the period of December 31, 2022 through December 31, 2023. The Application average monthly rent for the 58 spaces was \$652.23, and the estimated increase averages to \$26.74 per space, per month; and

WHEREAS, on September 9, 2024, a Mobilehome Park Rent Review Code Compliance Inspection Report ("Inspection Report") was completed. The Inspection Report noted two violations; one for

overgrown branches and vegetation at spaces 11, 110, 246, and 250, another violation for a missing latch on the trash bin gate. Code Compliance completed a reinspection on October 3, 2024 and all violations were cleared; and

WHEREAS, on October 23, 2024, the Board held its public hearing. After an initial staff presentation, the Board invited testimony from Park ownership, residents of the Park, and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members, and clarifying questions to the parties and staff, the Board voted to grant an increase of 4.275 percent resulting in an average rent increase of \$26.74 per space, per month, for the 58 spaces.

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

1. That the above recitations are true.
2. That the City Council finds that the Carefree Ranch Mobilehome short-form application increase is consistent with the Guidelines, and approves the rent increase Application submitted by Carefree Ranch, LLC.



# STAFF REPORT

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October 23, 2024  
File Number 0440-20

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## SUBJECT

### TEFRA HEARING FOR QUINCE STREET SENIOR APARTMENTS

## DEPARTMENT

Community Development and Housing and Neighborhood Services Division

## RECOMMENDATION

Request the City Council hold a public hearing pursuant to the Tax Equity and Fiscal Responsibility Act ("TEFRA") to adopt Resolution No. 2024-144 and approve the issuance of revenue bonds by the California Municipal Finance Authority ("CMFA") to finance or refinance the acquisition, construction, improvement and equipping of a senior multifamily rental housing project located at 220 North Quince Street, in the City of Escondido, California, and to be commonly known as Quince Street Seniors.

It is also requested that the City Council adopt Resolution No. 2024-145 approving the assumption of an existing Regulatory Agreement by San Diego Interfaith Housing Foundation.

Staff Recommendation: Approval (Community Development: Chris McKinney, Deputy City Manager and Interim Director of Development Services)

Presenter: Danielle Lopez, Housing and Neighborhood Services Manager and Norma Olquin, Management Analyst

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Encourage Housing Development

## FISCAL ANALYSIS

There is no fiscal impact to the City. The purpose of this agenda item is to facilitate a public hearing and adopt a Resolution approving the issuance of revenue bonds by the CMFA for this project. Following the City's approval, CMFA will proceed with its own process to issue the bonds. Investors will look solely to 220 Quince, L.P. / Quince Interfaith Housing Corporation, the General Partner ("Borrower"), for repayment of the bonds. As a result, the City has no financial or legal obligation, nor any liability or responsibility, regarding the project or the repayment of bonds issued under Resolution No. 2024-144.



# CITY of ESCONDIDO

## STAFF REPORT

### PREVIOUS ACTION

On December 11, 2013, the City Council adopted Resolution No. 2013-170 approving, authorizing and directing execution of a Joint Exercise of Powers Agreement relating to the City’s membership in the CMFA. The City is therefore an authorized CMFA member and an “applicable elected representative” that is suitable for the Borrower to use to conduct this public hearing.

On November 6, 2019, City Council approved Ordinance No. 2019-12R, which authorized a Specific Plan Amendment and a Master and Precise Development Plan for the Quince Street Senior Apartments project.

### BACKGROUND

The approval of Ordinance No. 2019-12R, enabled the development of 145 affordable senior housing units at 220 North Quince Street, located in the Gateway Transit District of Escondido’s Downtown Specific Plan.

Approval of the project included the adoption of a Final Mitigated Negative Declaration (“MND”) and a Mitigation Monitoring and Reporting Program (“MMRP”) in July 2019, ensuring the project meets all environmental standards. These measures address potential impacts on cultural resources, traffic, and parking.

On September 28, 2022, City staff approved the project’s Parking Management Plan, which includes 141 parking spaces for residents, along with secure access and safety measures.

On April 4, 2024, the City received confirmation from the California Tax Credit Allocation Committee (“TCAC”) that the Quince Street Senior Apartments project aligns with the goals of Escondido’s Downtown Specific Plan and Consolidated/Strategic Plan, supporting the City's efforts to revitalize the area and increase affordable housing options for seniors.

### TEFRA Hearing

The City of Escondido is a member agency of CMFA, and CMFA has the authority to serve as the issuer of these tax-exempt revenue bonds, to obtain funds to make loans to finance projects for affordable housing, healthcare, education, cultural facilities and waste-to-energy. The CMFA was created on January 1, 2004 and is a public entity, separate and apart from its members, so the debts, liabilities and obligations of CMFA do not constitute debts, liabilities or obligations of its members. CMFA provides that any member may withdraw from the Agreement upon written notice to the Board of Directors of the CMFA at any time.



# CITY of ESCONDIDO

## STAFF REPORT

In order for the interest on the Bonds to be tax-exempt to investors, Section 147(f) of the Internal Revenue Code of 1986, as amended (“Code”), requires that an “applicable elected representative” of the governmental unit, in the geographic jurisdiction where the site of facilities to be financed with the proceeds of the Bonds is located, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds, providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the project. Prior to conducting the TEFRA Hearing, reasonable notice must be provided to the community. A public notice announcing the hearing was publishing in the Times Advocate on October 3, 2024. If the bonds are approved, CMFA will then conduct its own process to issue the bonds, and investors will look only to the Borrower for repayment of the bonds. The City, therefore, has no financial or legal obligation, nor liability or responsibility for this Project or the repayment of the bonds issued pursuant to Resolution No. 2024-144. Borrower, 220 Quince, L.P. / Quince Interfaith Housing Corporation , an organization described in Section 501(c)(3) of the Code has requested that the CMFA adopt a plan of financing providing for the issuance of qualified 501(c)(3) bonds as defined in Section 145 of the Code in one or more series issued from time to time, including bonds issued to refund such qualified 501(c)(3) bonds in one or more series from time to time, and at no time to exceed \$55,000,000 in aggregate principal amount (“Bonds”), to finance or refinance the acquisition, rehabilitation, improvement and equipping of Quince Street Senior Apartments.

### Assumption of Regulatory Agreement

The Regulatory Agreement requires that 142 of the 145 dwelling units be reserved for occupancy by residents aged 55 and older, in accordance with California Civil Code Section 51.3. The Borrower accepts and assumes the rights, duties, and obligations of the Regulatory Agreement through the end of the 55-year term following the recordation of the Certificate of Completion. The City Housing & Neighborhood Services Division will continue to monitor compliance with this Regulatory Agreement. The Project will also be subject to additional restrictions as required by the bonds authorized by today’s TEFRA hearing.

### **RESOLUTIONS**

- a) Resolution No. 2024-144
- b) Resolution No. 2024-145

## RESOLUTION NO. 2024-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY QUALIFIED 501(C)(3) BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$55,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF QUINCE STREET SENIOR APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, 220 Quince, L.P. / Quince Interfaith Housing Corporation, the General Partner, which is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), on behalf of Quince Street Senior Apartments, or another entity to be created by 220 Quince, L.P. / Quince Interfaith Housing Corporation or by an affiliate thereof (collectively, the “Borrower”), has requested that the California Municipal Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of qualified 501(c)(3) bonds as defined in Section 145 of the Code in one or more series issued from time to time, including bonds issued to refund such qualified 501(c)(3) bonds in one or more series from time to time, and at no time to exceed \$55,000,000 in aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, rehabilitation, improvement and equipping of a 145-unit senior multifamily rental housing project located at 220 North Quince Street, Escondido, California (the “Project”); and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City of Escondido (the “City Council”) is the elected legislative body of the City and is one of the “applicable elected representatives” required to approve the issuance of the Bonds under Section 147(f) of the Code; and



WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority.

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

1. That the above recitations are true and correct.
2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.
3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.
4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit

or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby.

6. This Resolution shall take effect immediately upon its adoption.

## RESOLUTION NO. 2024-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING 220 QUINCE, L.P. / QUINCE INTERFAITH HOUSING CORPORATION TO ASSUME THE AFFORDABLE HOUSING REGULATORY AGREEMENT FOR QUINCE STREET SENIOR APARTMENT, LOCATED AT 220 NORTH QUINCE STREET; AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, ALL NECESSARY AGREEMENTS

WHEREAS, the Escondido Housing and Neighborhood Services Division has an existing Regulatory Agreement with 220 Quince, L.P. / Quince Interfaith Housing Corporation for Quince Street Senior Apartments, a 145-unit senior multifamily rental housing project located at 220 North Quince Street (“Project”); and

WHEREAS, the Project has to meet certain age restriction requirements as defined in Regulatory Agreement and Declaration of Restrictive Covenants dated December 13, 2022; and

WHEREAS, the City desires at this time, and deems it to be in the best public interest to allow the Borrower to assume the rights, duties, and obligations of the Regulatory Agreement; for the preservation of age-restricted senior housing.

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

1. That the above recitations are true and correct.
2. That the City Council approves the assumption of the existing age-restricted housing requirements by the Borrower.



# STAFF REPORT

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October 23, 2024  
File Number 0690-70

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## SUBJECT

### **ABANDONED COMMERCIAL BUILDING VACANCY ORDINANCE**

## DEPARTMENT

City Manager

## RECOMMENDATION

Request the City Council adopt (1) Ordinance No. 2024-13, establishing Chapter 6 (Building and Building Regulations), Article 21 (Abandoned Commercial Property Requirements), within the City of Escondido's Municipal Code, and (2) Resolution No. 2024-153 establishing new fees for the Abandoned Commercial Property Ordinance.

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

Presenter: Jennifer Schoeneck, Economic Development Director

**ESSENTIAL SERVICE** – Yes, Keep City Clean for Public Health and Safety; Land Use/Development

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

## FISCAL ANALYSIS

A registration fee in such amount as established by Resolution No. 2024-153 of the City Council, and covering the reasonably anticipated costs of administering the provisions of this Chapter, will be paid annually. The City of Escondido ("City") has the authority to adopt fees for municipal services, provided such fees do not exceed the costs to the City in providing the services. Staff has conducted a cost analysis in order to determine the costs to the City in processing mandatory registration, tracking property status, and conducting inspections on abandoned commercial properties. Based on the analysis, staff recommends an annual registration fee of \$1,042 be established along with an annual monitoring fee of \$3,432 for a total of \$4,474. Detailed information, including the line-by-line staff time report, is available in Exhibit "B" to Resolution No. 2024-153 to this Staff Report, which is attached hereto and incorporated by this reference.



# CITY of ESCONDIDO

## STAFF REPORT

### PREVIOUS ACTION

The development of the proposed Ordinance began in August 2022 with initial research. Early in 2023, preliminary feedback was gathered through the monthly department business license process meetings, which helped shape the direction of the Ordinance. In March 2023, the proposal was presented to key City leadership for feedback.

The Ordinance was first introduced to the City's Economic Development Subcommittee ("Subcommittee") in April 2023, and the proposed registration fee was presented to the Subcommittee in early August 2023. Discussions were resumed with the Subcommittee on June 17, 2024, and July 15, 2024, for feedback and further policy direction. Following these meetings, on September 9, 2024, the Subcommittee unanimously agreed to recommend that the proposed Ordinance move forward for full City Council consideration.

### BACKGROUND

Abandoned commercial properties are a source of community concern. These properties have been observed to negatively impact the character, public health, safety, and economy of the City in several ways. In addition to creating physical blight, these vacant commercial properties have a detrimental impact on the economic viability of the commercial center in which they are located. Abandoned properties often attract illegal activity such as squatting, vandalism and dumping of trash and other debris. Such activity discourages potential customers and patrons from visiting local shopping centers and places a burden on City resources.

It is in the best interest of the health, safety, and welfare to the public to require abandoned commercial properties to be properly maintained. At the direction of the City Manager and City Council, City Staff proposes the adoption of an Ordinance establishing regulations for maintaining and registering with the City such abandoned commercial properties in Escondido thereby enhancing the economic and aesthetic value of the City, protecting public health safety, and promoting the public's wellbeing.

Ordinance No. 2024-13 defines a commercial property as abandoned if it is vacant. Under the Ordinance, the owner of an abandoned commercial property shall, within 30 days after it has become vacant or abandoned, register the commercial property on a form provided by the City. The form requires the owner to describe the methods used to secure the commercial property against unauthorized entry, provides a contact phone number for the commercial property owner or party responsible for maintenance of the commercial property, states the most recent legal use of the commercial property, states the square footage of the commercial property, declares any future plans for the commercial property, states whether there is fire and liability insurance coverage, and provides such other information as the City may require.



# CITY of ESCONDIDO

## STAFF REPORT

The proposed Ordinance requires all abandoned commercial properties to be kept free of weeds, dry brush, dead vegetation, trash, junk, debris, building materials, any accumulation of papers or documents, and discarded personal items that contribute to the appearances that the property is abandoned or that constitute evidence of vacancy. All abandoned commercial properties shall be maintained free of graffiti, tagging, or similar markings by removing or painting over the graffiti with an exterior grade paint that matches the color of the exterior of the structure.

Enforcement of the proposed Ordinance would be conducted by Escondido Public Safety Officers and/or Code Compliance staff. Persons who violate any provisions of the chapter adopted are guilty of an infraction punishable through an administrative or criminal citation, or both, and subject to those fines listed in the Escondido Municipal Code Section 1A.

### RESOLUTIONS

- a) Resolution No. 2024-153
- b) Resolution No. 2024-153— Exhibit “A”: Chapter 6. Buildings and Building Regulations, Article 21. Abandoned Commercial Property Requirements
- c) Resolution No. 2024-153— Exhibit “B”: Fee Analysis

### ORDINANCES

- a) Ordinance No. 2024-13
- b) Ordinance No. 2024-13— Exhibit “A”: Chapter 6. Buildings and Building Regulations, Article 21. Abandoned Commercial Property Requirements

## RESOLUTION NO. 2024-153

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING FEES RELATED TO CHAPTER 6 BUILDING AND BUILDING REGULATIONS, ARTICLE 21 ABANDONED COMMERCIAL PROPERTY REQUIREMENTS

WHEREAS, City staff has conducted an extensive analysis of its services monitoring abandoned commercial properties, the costs actually and reasonably borne by the City in provided those services, and the beneficiaries of those services. Based on the analysis, City staff recommends creating a registration and monitoring fee related to Chapter 6 (Buildings and Building Regulations), Article 21 (Abandoned Commercial Property Requirements); and

WHEREAS, pursuant to Article XI, Section 7 of the California Constitution, local agencies have the authority to establish and charge fees for various activities as long as those fees do not exceed the estimated reasonable costs of provided the service for which the fee is intended; and

WHEREAS, the City Council desires that annually, the City Manager, or City Manager designee, may update the fees based on the prior year annual percentage change in the Consumer Price Index ("CPI") adjustments as measured in San Diego County for a given year. If the CPI does not change or goes down in a given year, no change shall be made to the fee schedule that year unless a public hearing is held to consider amendment of fees; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to adopt the new fees associated with the Abandoned Commercial Property Requirements, as presented in Exhibit "A," which is attached to this Resolution and incorporated by this reference as though fully set forth herein.

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

1. That the above recitations are true.
2. That the City Council approves the Abandoned Commercial Property Registration and Monitoring Fees contained in Exhibit "B."
3. That the fee shall be effective on January 1, 2025.
4. Environmental Exemption. The adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA," Public Resources Code Sections 21000 et seq.), because it approves and sets forth a procedure for determining fees for the purpose of meeting the operating expenses of City departments, as set forth in Public Resources Code Section 21080(b)(8)(A).



**Chapter 6**  
**BUILDINGS AND BUILDING REGULATIONS**  
**ARTICLE 21. ABANDONED COMMERCIAL PROPERTY REQUIREMENTS**

**Sec. 6-520. Purpose**

**Sec. 6-521. Definitions.**

**Sec. 6-522. Registration.**

**Sec. 6-523. Property maintenance requirements.**

**Sec. 6-524. Security requirements.**

**Sec. 6-525. Additional requirements.**

**Sec. 6-526. Enforcement.**

**Sec. 6-527. Refund of monitoring fees upon occupation of property.**

**Secs. 6-528–6-533. Reserved.**

**Sec. 6-520. Purpose**

The purpose of this Article 21 is to address issues arising from abandoned commercial buildings and lots within the City of Escondido. Abandoned commercial buildings and lots have been observed to negatively impact the character, public health, safety, and economy of the City in several ways. They contribute to visual blight which diminishes the aesthetic appeal of commercial areas. Additionally, such properties often attract undesirable activities, including littering, unauthorized encampments, and criminal behavior, which strain the resources of the City's code enforcement and police departments.

Abandoned properties further contribute to decreased pedestrian activity and economic stagnation by discouraging commerce and deterring potential investors and customers. This in turn adversely affects neighboring businesses, undermines the economic vitality of the area, and puts downward pressure on rents for both commercial and residential properties. The neglect of these properties also increases the need for emergency services and code enforcement interventions, further burdening public resources.

This Article 21 aims to mitigate negative effects of vacant properties by establishing regulations and procedures that promote the maintenance, improvement, and productive use of such properties, thereby enhancing the economic and aesthetic value of the City protecting public health safety, and promoting the public's wellbeing.

**Sec. 6-521. Definitions.**

The following words and phrases, whenever used in this Article 21, shall have the meanings set forth in this Section 6-520:

(a) *Abandoned means a Property* that is:

(1) Vacant;

(2) And is not:

(A) Under a current notice of default or notice of trustee's sale;

(B) Property that has been the subject of a foreclosure sale where the title

was retained by the beneficiary involved in the foreclosure and any Property transferred under a deed in lieu of foreclosure, whether or not the Property is being marketed for sale, rent or lease.

(b) *Property* means any unimproved or improved real property, or portion thereof, situated in the City and includes the buildings or structures located on the property regardless of condition.

(c) *Commercial* means any building, structure, or portion thereof within the City that is designed, intended, or used for retail, office, industrial, or other business purposes. This includes, but is not limited to, properties such as shopping centers, Storefronts, office buildings, warehouses, and manufacturing facilities.

(d) *Responsible Person(s)* shall have the same meaning as defined in Section 6-482(f) of this Chapter 6.

(e) *Storefront* shall mean any area within a building that may be separately owned, or individually leased or rented for business or Commercial use, including interior office suites.

(f) *Vacant* shall mean a Property which is not legally occupied.

**Sec. 6-522. Annual Registration.**

(a) The Responsible Person of Abandoned Commercial Property or, within 30 days after it becomes or is deemed by appropriate City personnel as Abandoned, register the Abandoned Commercial Property with the City's Code Compliance Department on a form provided by the City's Code Compliance Department.

(b) The registration form shall be accompanied by a registration fee in an amount as set forth by resolution of the City Council.

(c) The registration form shall include the following information:

(1) The name, address and telephone number of the Responsible Person;

(2) If the Responsible Person lives outside a 100-mile radius from the Commercial Property, then the name, address and telephone number of a designated local contact responsible for the security, maintenance and/or marketing of the commercia Property;

(3) A description of the methods by which the Responsible Person or designated local contact secured the Commercial Property against unauthorized entry;

(4) A declaration of any future plans for the Commercial Property which are permitted uses under the Escondido Zoning Code;

(5) Information regarding any challenges faced by the Responsible Person in accomplishing the declared future plans for the Commercial Property; and

(6) Such other information as the City may require.

(d) In the event any of the information provided on the registration form changes, the Responsible Person shall inform the City of the changes within five days of the changes.

(e) The Responsible Person must register an Abandoned Commercial Property, and pay the registration fee then in place, annually from the date it is initially registered for so long as the Commercial Property continues to be Abandoned.

(f) Monitoring Fee.

The Responsible Person shall also be required to pay a monitoring fee for the full year at the time of registration for each Abandoned Commercial Property registered. The annually paid monitoring fee is intended to cover costs of City staff, including code compliance personnel, to conduct monthly inspections of the Abandoned Property to ensure compliance with maintenance and security requirements as outlined in this Article. The monitoring fee shall be set by resolution of the City Council and shall be paid in addition to the annual Abandoned Commercial Property registration fee. Failure to pay the monitoring fee may result in enforcement actions as outlined in Sec. 6-526.

(g) The registration form for Abandoned Properties shall include a notice informing the Responsible Person of the requirement to remove non-conforming signs and to comply with all applicable signage regulations. This notice shall also state that failure to remove such signs may result in enforcement actions.

#### **Sec. 6-523. Property Maintenance Requirements.**

- (a) Responsible Persons of any Abandoned Commercial Property shall abide by all applicable local, state, and federal property maintenance requirements and development standards.
- (b) **Signage Removal:** The Responsible Person of an Abandoned Commercial Property must ensure that all signage on the Property complies with the Escondido Zoning Code and other applicable Municipal Code laws. Non-conforming signs that have been abandoned for 12 months or more must be removed in accordance with the City's Sign Ordinance.
- (c) Buildings on the Property:
  - (1) With fire sprinkler systems must be maintained in working order and in compliance with all applicable local, state, and federal property maintenance requirements and development standards;
  - (2) With a centralized and registered fire and burglar alarm system must be maintained in working order, and monthly reports showing continued and active service shall be submitted to the Enforcement Official; and
  - (3) Without fire sprinkler systems or fire alarm or burglar alarm systems shall be provided with continuous physical monitoring by means of an onsite patrol.  
"Continuous physical monitoring" shall mean the use of a licensed security agency operating in the City of Escondido or San Diego County.
- (d) Active Maintenance. The Responsible Person shall actively maintain and monitor all buildings on the Property, which includes:
  - (1) Maintenance of landscaping and plant materials in good condition; and
  - (2) Maintenance of the exterior of the building including, but not limited to, paint, finishes, windows, doors, and signage in good condition and in compliance with this Chapter.
- (e) **Insurance.** The Owner or Responsible Person shall maintain fire and liability insurance coverage as determined necessary by the City's Risk Manager.

**Sec. 6-524. Security Requirements.**

- (a) Abandoned Commercial Property shall be secured against unauthorized entry.
- (b) The Responsible Person or designated local contact shall perform monthly inspections to verify that the requirement of this Chapter is being met.
- (c) The Responsible Person shall post a notice on the Commercial Property in a location visible to the public from the sidewalk or public right-of-way, whichever is closer, that includes 24-hour toll free contact information and telephone number for the Responsible Person or designated local contact and for the City of Escondido Code Compliance Division. The notice shall:
  - (1) be 8.5 inches by 11 inches;
  - (2) use all capital letters in black, bold font and at least 20-point font;
  - (3) contain the words "THIS PROPERTY IS MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL" or similar words; and
  - (4) be maintained in good conditions.

**Sec. 6-525. Additional Requirements.**

To arrest the decline of a Commercial Property, the Building Official or designee shall have the authority to require the Responsible Person of any Abandoned Commercial Property or with continuing or re-occurring nuisance activity or criminal conduct to implement additional maintenance and/or security measures including but not limited to installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard or other measures as may be reasonably required.

A complete floor plan of the Property for use by first responders in the event of a fire or other catastrophic event. A sketch may be submitted if architectural drawings are unavailable.

**Sec. 6-526. Enforcement.**

Whenever the Building Official or designee has inspected or caused to be inspected any Commercial Property and has found and determined that conditions constitute an Abandoned Commercial Property which has not been registered, the Building Official or designee may use the procedures set forth in Sections 1A-6 *et seq.* or 6-488 *et seq.* of this code to notify the Responsible Person of their violations.

**Administrative Penalties.** Any person who violates any provision of this Chapter may be issued an administrative penalty.

**Sec. 6-527. Refund of Monitoring Fees Upon Occupation of Property.**

- (a) **Authority to Refund** - The Director of Economic Development shall have the authority to refund monitoring fees for any Property that becomes occupied after having been registered as Abandoned, provided that the Property has been inspected and deemed to be in compliance with applicable City codes and ordinances.
- (b) **Conditions for Refund** - The refund shall apply only to the monitoring fee, and no portion of the registration fee shall be refunded. The monitoring fee refund will be calculated based on the following criteria:
  - (1) If the Property becomes occupied on or before the 15th day of any given month, the monitoring fee for that month and all subsequent months shall be refunded.
  - (2) If the Property becomes occupied after the 15th day of the month, the monitoring fee for that month will not be refunded, but the fees for all subsequent months, if any, will be refunded.

**Secs. 6-528–6-533. Reserved.**

Department	Task	Cost	Quantity	Measurement	Total	Notes
Code	Site Inspection	\$77	1	hours	\$77	Initial inspection of site
Code	Outreach to unregistered sites	\$77	1	hours	\$77	Research and outreach via phone, email and letter
Code	Site visitation	\$77	1.5	hours	\$116	Inspection of site for verification of progress and safety
Code	Verification of completed project	\$77	1	hours	\$77	Inspection of site for verification of completion of project with tenant
IS	CityWorks setup	\$50	2	hours	\$100	IS team set up of CityWorks
IS	CityWorks problem solving	\$50	2	hours	\$100	IS team problem solving CityWorks
PW	Fuel and Mileage	\$0.52	10	miles	\$5	Average drive distance to property site for multiple visits
Legal	Review application and respond to staff and property owner inquiries	\$100	2	hours	\$200	Attorney review and administrative support
Econ Dev	Review of registry	\$80	3	hours	\$240	Econ Dev staff review and reporting to Econ Dev Subcommittee
Administration	Paper supplies and mailing	\$50	1	mailings	\$50	Supplies and time for mailings
<b>Total Registration Fee</b>			<b>13.5</b>		<b>\$1,042</b>	

**Ongoing monthly and annual visitation and registry monitoring cost**

Department	Task	Cost	Quantity	Measurement	Total	Notes
Code	Site visitation	\$77	3	hours	\$231	Inspection of site for verification of progress and safety
PW	Fuel and Mileage	\$0.52	10	miles	\$5	Average drive distance to property site for multiple visits
Administration	Paper supplies and mailing	\$50	1	mailings	\$50	Supplies and time for mailings
<b>Total annual visitation cost</b>					<b>\$286</b>	<b>12 months of visitation and registry review</b>

Total Proposed Upfront Registration	\$1,042
Proposed Monthly Monitoring for Compliance	\$286
Total Proposed Upfront Monitoring for 12 Months	\$3,432
<b>Overall Proposed Fee for Vacant Building Owners</b>	<b>\$4,474</b>

## ORDINANCE NO. 2024-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
ESCONDIDO, CALIFORNIA, ESTABLISHING ABANDONED  
COMMERCIAL PROPERTY REQUIREMENTS

WHEREAS, the City Council of the City of Escondido has the authority to establish and regularly update regulations and laws to protect the public's health, safety, and welfare; and

WHEREAS, the City of Escondido has recently been negatively impacted by numerous vacant and abandoned commercial properties; and

WHEREAS, in addition to creating blight, abandoned commercial properties have a detrimental impact on the economic viability of the commercial center in which they are located; and

WHEREAS, abandoned properties often attract illegal activity, such as squatting, vandalism, and dumping and such activities discourage would-be customers and patrons from visiting commercial centers, placing an undue burden on City resources; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety, and welfare of the public to require abandoned commercial properties to be maintained and registered with the City; and

WHEREAS, the City of Escondido has established the Abandoned Commercial Property Requirements in Chapter 6, Article 21 of the Municipal Code to address issues related to abandoned commercial properties and to set forth provisions for their registration, maintenance, and security.

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

SECTION 1. That the above recitals set forth above are true and correct and are incorporated as though fully set forth herein.

SECTION 2: The 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 has reviewed and considered all evidence submitted at said hearings, including, without limitation:

- a. Written information;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The current staff report dated October 23, 2024, which along with their attachments are incorporated herein by this reference as though full set forth herein; and
- d. Additional information submitted during the Public Hearing.

SECTION 4. Upon consideration of Chapter 6 Buildings and Building Regulations Article 21 Abandoned Commercial Property Requirements Sections 6-520 through 6-533, attached hereto as Exhibit "A" and incorporated herein by reference as though fully set forth herein, the City Council desires at this time and deems it to be in the best public interest to approve the Abandoned Commercial Property Requirements outlined in Exhibit "A".

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



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

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

**Chapter 6**  
**BUILDINGS AND BUILDING REGULATIONS**  
**ARTICLE 21. ABANDONED COMMERCIAL PROPERTY REQUIREMENTS**

- Sec. 6-520. Purpose**
- Sec. 6-521. Definitions.**
- Sec. 6-522. Registration.**
- Sec. 6-523. Property maintenance requirements.**
- Sec. 6-524. Security requirements.**
- Sec. 6-525. Additional requirements.**
- Sec. 6-526. Enforcement.**
- Sec. 6-527. Refund of monitoring fees upon occupation of property.**
- Secs. 6-528–6-533. Reserved.**

**Sec. 6-520. Purpose**

The purpose of this Article 21 is to address issues arising from abandoned commercial buildings and lots within the City of Escondido. Abandoned commercial buildings and lots have been observed to negatively impact the character, public health, safety, and economy of the City in several ways. They contribute to visual blight which diminishes the aesthetic appeal of commercial areas. Additionally, such properties often attract undesirable activities, including littering, unauthorized encampments, and criminal behavior, which strain the resources of the City’s code enforcement and police departments.

Abandoned properties further contribute to decreased pedestrian activity and economic stagnation by discouraging commerce and deterring potential investors and customers. This in turn adversely affects neighboring businesses, undermines the economic vitality of the area, and puts downward pressure on rents for both commercial and residential properties. The neglect of these properties also increases the need for emergency services and code enforcement interventions, further burdening public resources.

This Article 21 aims to mitigate negative effects of vacant properties by establishing regulations and procedures that promote the maintenance, improvement, and productive use of such properties, thereby enhancing the economic and aesthetic value of the City protecting public health safety, and promoting the public’s wellbeing.

**Sec. 6-521. Definitions.**

The following words and phrases, whenever used in this Article 21, shall have the meanings set forth in this Section 6-520:

(a) *Abandoned means a Property* that is:

(1) Vacant;

(2) And is not:

(A) Under a current notice of default or notice of trustee’s sale;

(B) Property that has been the subject of a foreclosure sale where the title was retained by the beneficiary involved in the foreclosure and any Property transferred under a deed in lieu of foreclosure, whether or not the Property is being marketed for sale, rent or lease.

(b) *Property* means any unimproved or improved real property, or portion thereof, situated in the City and includes the buildings or structures located on the property regardless of condition.

(c) *Commercial* means any building, structure, or portion thereof within the City that is designed, intended, or used for retail, office, industrial, or other business purposes. This includes, but is not limited to, properties such as shopping centers, Storefronts, office buildings, warehouses, and manufacturing facilities.

(d) *Responsible Person(s)* shall have the same meaning as defined in Section 6-482(f) of this Chapter 6.

(e) *Storefront* shall mean any area within a building that may be separately owned, or individually leased or rented for business or Commercial use, including interior office suites.

(f) *Vacant* shall mean a Property which is not legally occupied.

**Sec. 6-522. Annual Registration.**

(a) The Responsible Person of Abandoned Commercial Property or, within 30 days after it becomes or is deemed by appropriate City personnel as Abandoned, register the Abandoned Commercial Property with the City's Code Compliance Department on a form provided by the City's Code Compliance Department.

(b) The registration form shall be accompanied by a registration fee in an amount as set forth by resolution of the City Council.

(c) The registration form shall include the following information:

(1) The name, address and telephone number of the Responsible Person;

(2) If the Responsible Person lives outside a 100-mile radius from the Commercial Property, then the name, address and telephone number of a designated local contact responsible for the security, maintenance and/or marketing of the commercial Property;

(3) A description of the methods by which the Responsible Person or designated local contact secured the Commercial Property against unauthorized entry;

(4) A declaration of any future plans for the Commercial Property which are permitted uses under the Escondido Zoning Code;

(5) Information regarding any challenges faced by the Responsible Person in accomplishing the declared future plans for the Commercial Property; and

(6) Such other information as the City may require.

(d) In the event any of the information provided on the registration form changes, the Responsible Person shall inform the City of the changes within five days of the changes.

(e) The Responsible Person must register an Abandoned Commercial Property, and pay the registration fee then in place, annually from the date it is initially registered for so long as the Commercial Property continues to be Abandoned.

(f) Monitoring Fee.

The Responsible Person shall also be required to pay a monitoring fee for the full year at the time of registration for each Abandoned Commercial Property registered. The annually paid monitoring fee is intended to cover costs of City staff, including code compliance personnel, to conduct monthly inspections of the Abandoned Property to ensure compliance with maintenance and security requirements as outlined in this Article. The monitoring fee shall be set by resolution of the City Council and shall be paid in addition to the annual Abandoned Commercial Property registration fee. Failure to pay the monitoring fee may result in enforcement actions as outlined in Sec. 6-526.

(g) The registration form for Abandoned Properties shall include a notice informing the Responsible Person of the requirement to remove non-conforming signs and to comply with all applicable signage regulations. This notice shall also state that failure to remove such signs may result in enforcement actions.

#### **Sec. 6-523. Property Maintenance Requirements.**

- (a) Responsible Persons of any Abandoned Commercial Property shall abide by all applicable local, state, and federal property maintenance requirements and development standards.
- (b) **Signage Removal:** The Responsible Person of an Abandoned Commercial Property must ensure that all signage on the Property complies with the Escondido Zoning Code and other applicable Municipal Code laws. Non-conforming signs that have been abandoned for 12 months or more must be removed in accordance with the City's Sign Ordinance.
- (c) Buildings on the Property:
  - (1) With fire sprinkler systems must be maintained in working order and in compliance with all applicable local, state, and federal property maintenance requirements and development standards;
  - (2) With a centralized and registered fire and burglar alarm system must be maintained in working order, and monthly reports showing continued and active service shall be submitted to the Enforcement Official; and
  - (3) Without fire sprinkler systems or fire alarm or burglar alarm systems shall be provided with continuous physical monitoring by means of an onsite patrol.  
"Continuous physical monitoring" shall mean the use of a licensed security agency operating in the City of Escondido or San Diego County.
- (d) Active Maintenance. The Responsible Person shall actively maintain and monitor all buildings on the Property, which includes:
  - (1) Maintenance of landscaping and plant materials in good condition; and
  - (2) Maintenance of the exterior of the building including, but not limited to, paint, finishes, windows, doors, and signage in good condition and in compliance with this Chapter.
- (e) **Insurance.** The Owner or Responsible Person shall maintain fire and liability insurance coverage as determined necessary by the City's Risk Manager.

**Sec. 6-524. Security Requirements.**

- (a) Abandoned Commercial Property shall be secured against unauthorized entry.
- (b) The Responsible Person or designated local contact shall perform monthly inspections to verify that the requirement of this Chapter is being met.
- (c) The Responsible Person shall post a notice on the Commercial Property in a location visible to the public from the sidewalk or public right-of-way, whichever is closer, that includes 24-hour toll free contact information and telephone number for the Responsible Person or designated local contact and for the City of Escondido Code Compliance Division. The notice shall:
  - (1) be 8.5 inches by 11 inches;
  - (2) use all capital letters in black, bold font and at least 20-point font;
  - (3) contain the words "THIS PROPERTY IS MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL" or similar words; and
  - (4) be maintained in good conditions.

**Sec. 6-525. Additional Requirements.**

To arrest the decline of a Commercial Property, the Building Official or designee shall have the authority to require the Responsible Person of any Abandoned Commercial Property or with continuing or re-occurring nuisance activity or criminal conduct to implement additional maintenance and/or security measures including but not limited to installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard or other measures as may be reasonably required.

A complete floor plan of the Property for use by first responders in the event of a fire or other catastrophic event. A sketch may be submitted if architectural drawings are unavailable.

**Sec. 6-526. Enforcement.**

Whenever the Building Official or designee has inspected or caused to be inspected any Commercial Property and has found and determined that conditions constitute an Abandoned Commercial Property which has not been registered, the Building Official or designee may use the procedures set forth in Sections 1A-6 *et seq.* or 6-488 *et seq.* of this code to notify the Responsible Person of their violations.

**Administrative Penalties.** Any person who violates any provision of this Chapter may be issued an administrative penalty.

**Sec. 6-527. Refund of Monitoring Fees Upon Occupation of Property.**

- (a) **Authority to Refund** - The Director of Economic Development shall have the authority to refund monitoring fees for any Property that becomes occupied after having been registered as Abandoned, provided that the Property has been inspected and deemed to be in compliance with applicable City codes and ordinances.
  
- (b) **Conditions for Refund** - The refund shall apply only to the monitoring fee, and no portion of the registration fee shall be refunded. The monitoring fee refund will be calculated based on the following criteria:
  - (1) If the Property becomes occupied on or before the 15th day of any given month, the monitoring fee for that month and all subsequent months shall be refunded.
  - (2) If the Property becomes occupied after the 15th day of the month, the monitoring fee for that month will not be refunded, but the fees for all subsequent months, if any, will be refunded.

**Secs. 6-528–6-533. Reserved.**



# STAFF REPORT

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October 23, 2024  
File Number 0480-45

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## SUBJECT

### **PROPOSED FEE INCREASE FOR EMERGENCY MEDICAL SERVICE AMBULANCE TRANSPORTATION**

## DEPARTMENT

Fire

## RECOMMENDATION

Request the City Council adopt Resolution No. 2024-158 authorizing a fee increase for Emergency Medical Services (“EMS”) ambulance transportation for Advanced Life Support (“ALS”) and Basic Life Support (“BLS”) provided to align with rising operational costs and ensure continued high-quality EMS for our community.

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

Presenters: Fire Chief John Tenger, Division Chief Tyler Batson

**ESSENTIAL SERVICE** – Yes, internal requirement in support of Fire/EMS Services

**COUNCIL PRIORITY** –Improve Public Safety

## FISCAL ANALYSIS

An increase to the EMS ambulance transportation base rate fees for ALS and BLS for the resident and non-resident calls for service is being proposed to more closely align fees with the cost of providing the service. It is important to note that the Escondido Fire Department’s level of service to the community includes five ambulances, fully staffed 24-hours per day, that are capable of providing both BLS and ALS care. In addition, seven paramedic first responder fire engines are available to respond, medically intervene, and support the paramedic ambulance crews.

An analysis of our current operational budget was conducted by AP Triton to determine the cost to provide the availability and usage of emergency BLS and ALS care and transportation. In addition, a comparative analysis of surrounding cities and regional EMS providers reveals that Escondido’s current ambulance transportation fees are below average.



# CITY of ESCONDIDO

## STAFF REPORT

The chart below reflects the proposed options:

Fee Description	Current Fee	Proposed Fee Option 1	Proposed Fee Option 2
Base Rate	\$ 1,668.00	\$ 4,267.00	\$ 3,200.00
Medical Supplies BLS	\$ 58.00	\$ -	\$ -
Medical Supplies ALS	\$ 115.00	\$ -	\$ -
Medications & IV Supplies	Cost + 100%	No Change	No Change
Treatment Only - No Transport	\$ 150.00	\$ 200.00	\$ 200.00
Mileage	\$18.50 / mile	\$40 / mile	\$40 / mile
Oxygen Ue \$80	\$ 80.00	\$ 100.00	\$ 100.00
Linen Fee	\$ 28.00	\$ -	\$ -
Documentation fee	\$ 14.00	\$ -	\$ -
		*Plus Annual CPI Adjustments based on the US Health Care Inflation Rate (USHCIR) Index	*Plus Annual CPI Adjustments based on the US Health Care Inflation Rate (USHCIR) Index

The chart below highlights several regional agency current rates:

Agency	ALS Transport	BLS Transport	Effective Date
Escondido	\$1,668	\$1,668	2016
San Diego City	\$3,017	\$2,546	2024
Vista (Updating soon)			
Oceanside	\$2,310	\$1,860	2023
Carlsbad	\$2,668	\$2,668	2024
San Marcos	\$2,306	\$1,846	2024
Poway	\$5,204	\$5,204	2024
Average Regionally	\$3,101	\$2,824	

The proposed fee increase is anticipated to generate nearly an additional million dollars in annual revenue for the Escondido Fire Department. These funds will directly support the following critical areas:

- Equipment upgrades and replacements
- Continuous training for EMS personnel
- Maintaining a modern and reliable ambulance fleet
- Covering the rising costs of medical supplies





# CITY *of* ESCONDIDO

## STAFF REPORT

### **PREVIOUS ACTION**

In 2005, 2009 and 2016, the City Council approved Resolution Nos. 2005-133, 2009-75, and 2016-57 respectively, amending the Inventory of City Fees to increase the base rate fees for resident and non-resident ALS and BLS patient transports.

### **BACKGROUND**

The Escondido Fire Department provides essential emergency medical services, including ambulance transportation for medical emergencies, accidents, and other critical incidents. Our EMS division responded to approximately 14,000 calls in 2023, a figure that has steadily increased due to the city's growing population and aging demographics.

Ambulance transportation services are currently charged based on a fee structure established in 2016. Since then, operational costs—such as vehicle maintenance, fuel, medical supplies, and personnel—have increased substantially. The current fee structure no longer covers these rising expenses.

### **RESOLUTIONS**

- a. Resolution No. 2024-158

RESOLUTION NO. 2024-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
ESCONDIDO, CALIFORNIA, ADOPTING CHANGES TO  
AMBULANCE TRANSPORTATION FEES

WHEREAS, the City of Escondido (“City”) charges fees for Emergency Medical Services (“EMS”) ambulance transportation services for Advanced Life Support (“ALS”) and Basic Life Support (“BLS”); and

WHEREAS, current EMS transportation fees do not adequately recoup the City’s costs of providing transportation services and thus, a portion of these costs are currently paid out of the City’s general fund and, therefore, borne by the general public; and

WHEREAS, City staff has conducted an analysis of its EMS services, the costs actually and reasonably borne by the City in providing those Services, and the revenues produced by the fees. Based on the AP Triton Financial Consulting Fee Study and the updated information, City staff recommends increasing the EMS ambulance transportation fees; and

WHEREAS, pursuant to California Law, the City is empowered to impose fees covering up to 100 percent of the actual costs of providing Services to applicants; and

WHEREAS, California Law allows local agencies to charge fees for various activities as long as those fees do not exceed the estimated reasonable costs of provided the service for which the fee is intended; and

WHEREAS, the City Council desires that annually the City Manager, or City Manager designee, may update the fees based on the prior year annual percentage change in the Consumer Price Index (“CPI”) adjustments as measured by the United States Health Care Inflation Rate (“USHCIR”) for a given year. If

the CPI does not change or goes down in a given year, no change shall be made to the fee schedule that year unless a Resolution is submitted to the City Council to consider amendment of fees; and

WHEREAS, the City Council desires at this time to adopt the adjustments in EMS ambulance transportation fees as presented in Exhibit "A" attached to this Resolution and incorporated by this reference as though fully set forth herein.

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

1. That the above recitations are true.
2. That the City Council approves the EMS ambulance transportation fees contained in Exhibit "A."
3. That the City Manager, or City Manager designee, may adjust the fee schedule to reflect the prior year's annual percentage change and the CPI as increased by the USHCIR. Should there be no change in the CPI, no change shall be made to the fee schedule unless City Council shall adopt a Resolution amending the fee schedule.
4. That the EMS ambulance transportation fees shall be effective on January 1, 2025.

City of Escondido  
Fire Department  
EMS Ambulance Transportation Fees

<b>Fee Description</b>	<b>Current Fee</b>	<b>Proposed Fee</b>
Base Rate	\$1,668.00	\$3,200.00 *
Medical Supplies BLS	\$58.00	\$0.00
Medical Supplies ALS	\$115.00	\$0.00
Medications & IV Supplies	Cost + 100%	No Change
Treatment Only - No Transport	\$150.00	\$200.00
Mileage	\$18.50/mile	\$40/mile
Oxygen Use	\$80.00	\$100.00
Linen Fee	\$28.00	\$0.00
Documentation Fee	\$14.00	\$0.00

\*Plus Annual CPI Adjustments based on the US Health Care Inflation Rate (USHCIR) Index



# STAFF REPORT

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October 23, 2024  
File Number 0130-10

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**SUBJECT**

**DESIGNATION OF VOTING DELEGATE – NATIONAL LEAGUE OF CITIES ANNUAL CONFERENCE**

**DEPARTMENT**

City Clerk’s Office

**RECOMMENDATION**

Request the City Council designate a Voting Delegate (and up to two alternates) for the National League of Cities Annual Conference in Tampa Bay, Florida on November 13-16, 2024.

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

Presenter: Zack Beck, City Clerk

**ESSENTIAL SERVICE – No**

**COUNCIL PRIORITY –**

**FISCAL ANALYSIS**

Costs to attend this conference are included in the City Council’s Training / Meeting budget.

**PREVIOUS ACTION**

None

**BACKGROUND**

The National League of Cities Annual Business Conference is scheduled for November 13-16, 2024 in Tampa Bay, Florida. At the Annual Business Meeting on November 16, the League membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. The City Council may designate up to two alternates.



# STAFF REPORT

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October 23, 2024  
File Number 0120-15

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**SUBJECT**

**SAN DIEGO COUNTY WATER AUTHORITY BOARD OF DIRECTORS APPOINTMENT**

**DEPARTMENT**

City Clerk's Office

**RECOMMENDATION**

Request the City Council adopt Resolution No. 2024-156, appointing a representative to the San Diego County Water Authority Board of Directors.

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

Presenter: Zack Beck, City Clerk

**ESSENTIAL SERVICE – No**

**COUNCIL PRIORITY –**

**FISCAL ANALYSIS**

None

**PREVIOUS ACTION**

On September 14, 2022, the City Council appointed Councilmember Consuelo Martinez to serve on the San Diego County Water Authority Board of Directors with a term set to expire on October 18, 2028.

On November 15, 2023, Councilmember Martinez was appointed to the San Dieguito River Park JPA Board of Directors.

On January 10, 2024, Councilmember Martinez was removed from the San Diego County Water Authority Board of Directors, thus creating a vacancy.

On January 31, 2024, the City Council appointed Tom Kennedy to serve as the City of Escondido Representative on the San Diego County Water Authority Board of Directors.

On September 8, 2024, Tom Kennedy submitted a letter of resignation (Attachment "1") from the San Diego County Water Authority Board of Directors, expressing a willingness to attend the October 24, 2024 Board Meeting, if needed.



# CITY of ESCONDIDO

## STAFF REPORT

### BACKGROUND

Under the terms of the County Water Authority Act, members of the San Diego County Water Authority Board of Directors hold office for a term of six years until their successors are appointed and qualified. The term of the City of Escondido's representative will end on October 18, 2028.

### RESOLUTIONS

- a) Resolution No. 2024-156

### ATTACHMENTS

- a) Attachment "1" — Tom Kennedy Letter of Resignation

RESOLUTION NO. 2024-156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE APPOINTMENT OF ESCONDIDO'S REPRESENTATIVE ON THE SAN DIEGO COUNTY WATER AUTHORITY BOARD OF DIRECTORS

WHEREAS, pursuant to section 6, paragraph (b) of the County Water Authority Act, the City Council of the City of Escondido may appoint a representative to serve on the San Diego County Water Authority Board of Directors to vote on behalf of the City of Escondido; and

WHEREAS, the City Council of the City of Escondido desires to confirm \_\_\_\_\_ as the duly appointed member of the San Diego County Water Authority Board representing the City of Escondido with a term set to expire on October 18, 2028.

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 appoints \_\_\_\_\_ as the duly appointed member of the San Diego County Water Authority Board representing the City of Escondido with a term set to expire on October 18, 2028.





September 8, 2024

Honorable Mayor Dane White  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025

Sent Via Email to [dawhite@escondido.org](mailto:dawhite@escondido.org)

RE: San Diego County Water Authority Board Appointment

Mayor White,

As an Escondido resident of 25 years, it was with a sense of honor and service to my community that I accepted the appointment to serve as the City's representative on the board of directors at the San Diego County Water Authority. I had spent the previous nearly 9 years as the representative for the Rainbow Municipal Water District, so the transition was simple for me.

As I discussed with you recently, after retirement from Rainbow I have been focused on my consulting business, Kennedy Water Consulting, LLC. Though I did not anticipate this at the time, some of my consulting work is now creating conflicts with my position on the SDCWA board. As you know, SDCWA is involved in many large scale water matters in the western US, so it is not hard to run into these issues.

Due to some of my work I was informed by the General Counsel at SDCWA that I would most likely have to recuse from certain matters related to the Quantification Settlement Agreement (QSA). As you are aware, the QSA is the foundation of SDCWA's Colorado River programs which provide most of the imported water supply to the region. While there is nothing imminent before the board, I am confident that QSA matters will be on the agenda sooner or later.

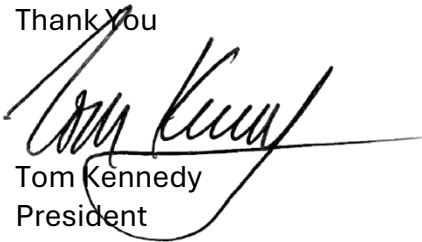
I do not want to have my business activities put the City of Escondido in a position where their representative would have to recuse from important matters. For that reason, I think it is in the best interest of the city that I resign from my position on the SDCWA board. This resignation can be effective as of October 1, 2024, though if the City requires additional time to select a replacement, I can serve through the October 24, 2024 SDCWA board meeting.

In addition, during the selection process earlier this year there were three other candidates. One of these candidates, Kevin Grangetto, has remained in contact with me and has been keeping up to speed on SDCWA issues. I think that Kevin would be an excellent candidate for my replacement.

Whoever the City decides to select, I can commit to meeting with that person to assist in the transition and help them understand the complex politics and policies at SDCWA.

I apologize for resigning from this position after such a short interval, but my commitment is to having the best representation possible for Escondido on the SDCWA board. With my business conflicts I think it is best for someone else to carry this banner.

Thank You

A handwritten signature in black ink, appearing to read "Tom Kennedy", with a long horizontal flourish extending to the right.

Tom Kennedy  
President  
Kennedy Water Consulting, LLC

KEY-

CONSENT CALENDAR CURRENT BUSINESS

PUBLIC HEARING WORKSHOP PROCLAMATION

Item 14.



# CITY of ESCONDIDO

FUTURE AGENDA

11/20/2024

CONSENT CALENDAR - (A. MORROW) - CONTINUING REPAIR OF THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

CONSENT CALENDAR - (D. SHULTZ) -TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2024

PUBLIC HEARING - (A. MORROW) - RESIDENTIAL AND COMMERCIAL SOLID WASTE RATE INCREASE

PUBLIC HEARING - (C. MCKINNEY) - SPECIFIC PLAN AMENDMENT AND CHICK-FIL-A DRIVE-THROUGH RESTAURANT

PUBLIC HEARING - (C. MCKINNEY) - MISSION/CCP DRIVE-THROUGHS

PUBLIC HEARING - (C. MCKINNEY) - REVIEW OF INTERIM URGENCY ORDINANCE PROHIBITING NEW COMMERCIAL BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ESCONDIDO

CURRENT BUSINESS - (J. MURDOCK) - ADOPTION OF CONTINUITY OF OPERATIONS PLAN AND EMERGENCY OPERATION PLAN