



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JULY 23, 2025

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

5:00 PM - Regular Session

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR

Dane White

DEPUTY MAYOR

Consuelo Martinez (District 1)

COUNCILMEMBERS

Joe Garcia (District 2)

Christian Garcia (District 3)

Judy Fitzgerald (District 4)

CITY MANAGER

Sean McGlynn

CITY ATTORNEY

Michael McGuinness

CITY CLERK

Zack Beck

HOW TO WATCH

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

In Person



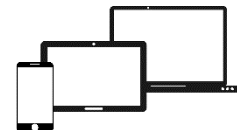
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov



CITY *of* ESCONDIDO

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WEDNESDAY, JULY 23, 2025

HOW TO PARTICIPATE

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

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



escondido-ca.municodemeetings.com

ASSISTANCE PROVIDED

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





CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JULY 23, 2025

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION

- I. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code § 54956.9(d)(4))
 - a. One Matter

ADJOURNMENT



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JULY 23, 2025

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

PRESENTATION

SiFi FiberCity Project Update

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)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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2. APPROVAL OF WARRANT REGISTER

Approval for City Council and Housing Successor Agency warrants issued between July 07, 2025 to July 13, 2025.

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

3. APPROVAL OF MINUTES: None

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. ESTABLISHING THE PROPERTY TAX RATE AND FIXED CHARGE ASSESSMENTS FOR GENERAL OBLIGATION BONDED INDEBTEDNESS

Request the City Council adopt Resolution No. 2025-100 to establish the property tax rate and fixed charge assessments for bonded indebtedness for Fiscal Year 2025/26.

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

Presenter: Christina Holmes, Director of Finance

a) Resolution No. 2025-100

6. SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2000-01 (HIDDEN TRAILS)

Request the City Council adopt Resolution No. 2025-96, setting the Special Tax Levy for Community Facilities District No. 2000-01 (Hidden Trails) (the "District") for Fiscal Year 2025/26.

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

Presenter: Christina Holmes, Director of Finance

a) Resolution No. 2025-96

7. SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2006-01 (EUREKA RANCH)

Request the City Council adopt Resolution No. 2025-97, setting the Special Tax Levy for Community Facilities District No. 2006-01 (Eureka Ranch) (the "District") for Fiscal Year 2025/26.

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

Presenter: Christina Holmes, Director of Finance

a) Resolution No. 2025-97



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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8. SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2020-2 (THE VILLAGES)

Request the City Council adopt Resolution No. 2025-98, setting the Special Tax Levy for Community Facilities District No. 2020-2 (The Villages)(The “District”) for Fiscal Year 2025/26.

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

Presenter: Christina Holmes, Director of Finance

a) Resolution No. 2025-98

9. SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (ECLIPSE/MOUNTAIN HOUSE)

Request the City Council adopt Resolution No. 2025-99, setting the Special Tax Levy for Community Facilities District No. 2022-1(Eclipse/Mountain House) (the “District”) for Fiscal Year 2025/26.

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

Presenter: Christina Holmes, Director of Finance

a) Resolution No. 2025-99

10. FINAL MAP UNDER CONSIDERATION FOR APPROVAL

Request the City Council receive and file notice that a Final Map for Tract PL21-0269 at 916, 942, and 943 Stanley Avenue, and odd numbered addresses between 2005-2175 Conway Drive, APNs: 224-141-23, 224-141-24, 224-141-25, 224-142-30, 224-142-31, 224-142-32, and 224-142-33, has been filed for approval.

Staff Recommendation: Receive and File (Development Services Department: Christopher McKinney, Deputy City Manager/Interim Director of Development Services, and Jonathan Schauble, City Engineer)

Presenter: Owen Tunnell, Assistant City Engineer

11. PURCHASE THREE SUTPHEN MONARCH PUMPERS FROM SUTPHEN, INC. OF DUBLIN, OHIO

Request the City Council adopt Resolution No. 2025-101, authorizing the Fleet Services Division to purchase three (3) Sutphen Monarch Fire Engines from Sutphen, Inc. in the amount of \$3,922,050.44 through a Cooperative Purchase Contract with Sourcewell. The purchase price includes all taxes, delivery, operator and mechanic training, and all associated fees.

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

Presenter: Jeramiah Jennings, Fleet Manager

a) Resolution No. 2025-101



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CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

12. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A PLANNED DEVELOPMENT PERMIT (MASTER AND PRECISE PLAN), FOR CONSTRUCTION OF 35 DWELLING UNITS

Approved on June 18, 2025 with a vote count of 3/2 (White, C. Garcia - No).

a) Ordinance No. 2025-04 (Second Reading and Adoption)

CURRENT BUSINESS

13. AWARD A CONSTRUCTION CONTRACT FOR THE SPLASH PAD AT GROVE PARK PROJECT AND AUTHORIZE STAFF TO PROCESS CHANGE ORDERS UP TO TWENTY PERCENT OF THE CONTRACT AWARD AMOUNT

Request the City Council adopt Resolution No. 2025-95 awarding the installation contract for the Splash Pad at Grove Park Project ("Project") to Western State Builders, Inc. and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$2,356,264 to complete base bid items Nos. 1 thru 30 and additive alternate items Nos. 31, 32 & 33 and authorize the City Manager to approve change orders consistent with Municipal Code Section 10-97(c).

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

Presenter: Ed Vasquez, Project Manager

a) Resolution No. 2025-95



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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14. ENTERING INTO A LEASE BETWEEN THE CITY OF ESCONDIDO AND THE VINE INSTITUTE FOR THE CREATION AND OPERATION OF THE ESCONDIDO AGX REGIONAL INNOVATION HUB AND PUBLIC SERVICE AGREEMENT FOR OPERATIONAL STARTUP FUNDING

Request the City Council adopt Resolution No. 2025-43 authorizing the Mayor to execute a lease agreement for the property located at 455 N. Quince Street, Escondido, California, 92025, between the City of Escondido and The VINE Institute, a California non-profit benefit corporation and adopt Resolution No. 2025-47 authorizing the City Manager to execute a Public Service Agreement between the City and The VINE for startup funding for the Escondido AgX Innovation Hub.

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

Presenter: Jennifer Schoeneck, Director of Economic Development

a) Resolution No. 2025-43

b) Resolution No. 2025-47

FUTURE AGENDA

15. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT

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

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, August 13, 2025 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*
Wednesday, August 20, 2025 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*

SUCCESSOR AGENCY

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



Consent Item No. 1

July 23, 2025

A F F I D A V I T S

O F

I T E M

P O S T I N G – N O N E



STAFF REPORT

July 23, 2025
File Number 0400-40

SUBJECT**APPROVAL OF WARRANT REGISTER****DEPARTMENT**

Finance

RECOMMENDATION

Approval for City Council and Housing Successor Agency warrants issued between July 07, 2025 to July 13, 2025

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

Dates	07/07/2025 to 07/13/2025
Total	\$8,355,836.47
Number of Warrants	171

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.



Consent Item No. 3

July 23, 2025

APPROVAL
OF
MINUTES



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

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

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

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

RECOMMENDATION

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

Respectfully Submitted,

Zack Beck
City Clerk



STAFF REPORT

July 23, 2025
File Number 0440-35

SUBJECT

ESTABLISHING THE PROPERTY TAX RATE AND FIXED CHARGE ASSESSMENTS FOR GENERAL OBLIGATION BONDED INDEBTEDNESS

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-100 to establish the property tax rate and fixed charge assessments for bonded indebtedness for Fiscal Year 2025/26.

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

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE – Yes, Internal Requirement, Debt Repayment

COUNCIL PRIORITY – Internal Requirement, Debt Repayment

FISCAL ANALYSIS

A total of \$4,848,000 will be needed for the annual debt service payments for the General Obligation Bonds. This represents \$1,019,000 due in March 2026 and \$3,829,000 due in September 2026.

PREVIOUS ACTION

The City Council certified the results of the November 2, 2004, election approving Proposition P on December 1, 2004. On July 12, 2006, the City Council authorized the issuance and sale of the General Obligation Bonds. The Bonds provided financing for the construction of three new fire stations, a replacement of Fire Station 1, and a combined Police and Fire Headquarters Facility.

The City of Escondido General Obligation Bonds, Election of 2004, Series A (Fire, Police, and Emergency Response Measure) were refunded on June 9, 2015 by the issuance of the General Obligation Refunding Bonds Series 2015. The Bonds mature on September 1, 2036. Prior year's Resolution No. 2024-111 was adopted on August 7, 2024.



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

General Obligation Bonds are secured by the legal obligation to levy an ad valorem property tax upon taxable property within the City in an amount sufficient to pay the yearly debt service (principal and interest) payment. The debt service payment for March 2026 is \$1,019,000 and the debt service payment for September 2026 is \$3,829,000. The City is required to set a tax rate to meet these financial obligations. The assessed value for property in Escondido is used as the basis for applying the levy to taxable properties.

The starting point for calculating the property tax levy is the current year taxable assessed value. To this assessed value amount, a delinquency factor is applied. The City's fiscal year 2024/25 delinquency rates for secured and unsecured property are estimated to be 2.68 percent and 1.61 percent, respectively, and the five-year average delinquency rates were 2.20 percent and 2.67 percent.

For Fiscal Year 2025/26, the City has used a 3 percent delinquency factor in calculating the property tax rate for both secured and unsecured property. The delinquency factors used in calculation of the property tax rate for the past five tax years 2020/21 to 2024/25 were 3.0 percent, 3.0 percent, 3.0 percent, 3.0 percent, and 3.0 percent respectively.

Description	FY 2024/25	FY 2024/25	% Increase (Decrease) in Valuation
Secured Assessed Valuation	\$21,759,922,668.00	\$22,570,922,477.00	
Less Delinquency Factor	<u>(652,797,680.04)</u>	<u>(677,127,674.31)</u>	
Net Collectible Secured	<u>21,107,124,987.96</u>	<u>21,893,794,802.69</u>	3.72%
Unsecured Assessed Valuation	694,954,568.00	787,387,559.00	
Less Delinquency Factor	<u>(20,848,637.04)</u>	<u>(23,621,626.77)</u>	
Net Collectible Unsecured	<u>674,105,930.96</u>	<u>763,765,932.23</u>	13.3%
TOTAL ALL NET COLLECTIBLE	<u><u>\$21,781,230,918.92</u></u>	<u><u>\$22,657,560,734.92</u></u>	4.02%



CITY of ESCONDIDO

STAFF REPORT

The County of San Diego has provided to the City the estimated 2025/26 Fiscal Year assessed valuations to be used for the tax rate computation. A two-year comparison of the City's secured and unsecured assessed valuations, as adjusted by the applicable annual delinquency factor, is shown below. The net collectible assessed valuations increased by approximately 4.02 percent. This increase in net collectible assessed value will cause a decrease in the calculated property tax rate for fiscal year 2025/26.

In order to collect the required debt service, the property tax rate will be set at 0.01616 per \$100 of assessed value. This represents \$16.16 per \$100,000 of assessed value, resulting in a decrease of \$0.03 when compared to last year's property tax rate of \$16.19.

RESOLUTIONS

- a) Resolution No. 2025-100
- b) Resolution No. 2025-100 Exhibit "A" Certificate and Calculation of Property Tax Rate for fiscal year 2025/26

RESOLUTION NO. 2025-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, ESTABLISHING THE PROPERTY
TAX RATE AND FIXED CHARGE ASSESSMENTS FOR
BONDED INDEBTEDNESS FOR FISCAL YEAR 2025/26

WHEREAS, the City Council of the City of Escondido desires to establish the rate of property tax required to generate an amount of revenue from the tax base to provide sufficient moneys to pay debt service on the voter approved bonded indebtedness payable during the fiscal year ending June 30, 2025; and

WHEREAS, the total net taxable secured assessed valuation of the City of Escondido is now estimated at \$22,570,922,477 full value; and

WHEREAS, the total net taxable unsecured assessed valuation of the City of Escondido is now estimated at \$787,387,559 full value.

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 property tax rate within the City for the City of Escondido General Obligation Refunding Bonds, Series 2015 (Fire, Police, and Emergency Response Measure) for the fiscal year ending June 30, 2026, be and hereby is established at \$0.01616 per \$100 assessed value.
3. That the City Manager and the Director of Finance are each hereby directed and authorized to take any and all actions necessary to ensure that such property tax rate is enrolled with the County of San Diego Auditor & Controller, including, but not limited to, filing the Tax Amount Rate Certificate attached hereto as Exhibit "A" and is incorporated by this reference.

\$61,520,000
CITY OF ESCONDIDO
San Diego County, California
General Obligation Refunding Bonds, Series 2015
(Fire, Police and Emergency Response Measure)

I, Christina Holmes, hereby certify that I am the Finance Director of the City of Escondido (the "City"), and as such I am authorized to execute this certificate on behalf of the City.

I hereby further certify that in connection with the City's \$61,520,000 General Obligation Refunding Bonds, Series 2015 (Fire, Police and Emergency Response Measure) the City Council has adopted the attached Resolution No. 2025-100 establishing the tax rate and fixed charge assessments for bonded indebtedness for 2025/26 and attached herewith is the summary for the calculation of the property tax rate for 2025/26.

IN WITNESS WHEREOF, I hereunto set my hand this 12th day of August, 2025.

CITY OF ESCONDIDO

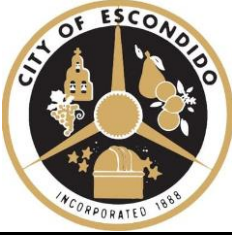
By:



Christina Holmes, Director of Finance

**City of Escondido
General Obligation Refunding Bonds, Series 2015
Calculation of Debt Service Requirements
Fiscal Year 2025-26**

Description	Delinquency Rate at 3.00%	FY 25-26 Tax Rate Calculation
Resources Required:		
Annual Debt Service Payments:		
March 2026	\$ 1,019,000.00	
September 2026	<u>3,829,000.00</u>	
Total Required		\$ 4,848,000.00
Resources Available:		
Cash as of June 30, 2025	4,894,499.97	
Debt Service Payment, September 2025	(3,750,625.00)	
Payment of Trustee Fees	(1,575.00)	
Consultant Fees	<u>(1,750.00)</u>	
Remaining Cash Resources after next Debt Service Payment	1,140,549.97	
FY 24-25 Property Tax Revenue Apportionment #12, not yet recorded in G/L (estimated)	<u>35,826.93</u>	
Total Resources Available for FY 25-26 Debt Service Payments		<u>1,176,376.90</u>
Net FY 25-26 Tax Revenues needed for Debt Service Requirement		3,671,623.10
Unsecured Calculation:		
FY 25-26 Taxable Unsecured Assessed Valuation for the City - without Homeowners Exemptions	787,387,559.00	
Delinquency Factor	<u>(23,621,626.77)</u>	
Estimated Net Collectible Unsecured Assessed Valuation	763,765,932.23	
FY 24-25 Tax Rate Per \$100 of Net Assessed Value	<u>0.017480</u>	
Total Unsecured times Tax Rate divided by \$100		<u>133,506.28</u>
Total Remaining FY 25-26 Debt Service Coverage Requirement to be Levied against Secured Property		<u>\$ 3,538,116.82</u>
Secured Calculation:		
FY 25-26 Taxable Secured Assessed Valuation for the City - without Homeowners Exemptions	22,570,922,477.00	
Delinquency Factor	<u>(677,127,674.31)</u>	
Estimated Net Collectible Secured Assessed Valuation	21,893,794,802.69	
Net FY 25-26 Collectible Taxable Secured Assessed Valuation divided by \$100		<u>\$218,937,948.03</u>
FY 25-26 Tax Rate per \$100 of Net Assessed Value		<u>0.01616</u>



STAFF REPORT

July 23, 2025
File Number 0685-10

SUBJECT

SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2000-01 (HIDDEN TRAILS)

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-96, setting the Special Tax Levy for Community Facilities District No. 2000-01 (Hidden Trails) (the "District") for Fiscal Year 2025-26.

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

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE –Yes, Internal Requirement

COUNCIL PRIORITY –

FISCAL ANALYSIS

A Special Tax is levied annually on land within Community Facilities District No. 2000-01 (Hidden Trails) and collected through the County of San Diego Treasurer-Tax Collector's Office. The funds from the Special Tax are used to meet debt service obligations from the issuance of bonds and fund administrative expenses for the District.

PREVIOUS ACTION

The City Council approved the establishment of Community Facilities District No. 2000-01 (Hidden Trails) on September 20, 2000, and has annually thereafter adopted a Resolution setting the annual Special Tax Levy. Prior year's Resolution No. 2024-90 was adopted on July 17, 2024.

BACKGROUND

At the request of the property owner/developer and pursuant to the City's Statement of Goals and Policies Regarding the Establishment of Community Facilities Districts, Community Facilities District No. 2000-01 (Hidden Trails) was formed and bonds issued for the purpose of acquiring certain backbone facilities including street, water and sewer facilities which were constructed within the Hidden Trails development



CITY of ESCONDIDO

STAFF REPORT

as authorized in Section 6 of the Resolution of Formation No. 2000-241R adopted in March of 2000. As required, the proceeds of the bonds were used only for such authorized purposes. As of September 30, 2005, all proceeds were expended, and the projects completed. As of July 1, 2025, \$1,120,000 of principal remain outstanding and the bonds mature on September 1, 2031.

According to the Rate and Method of Apportionment of Special Taxes for Community Facilities District No. 2000-01 (Hidden Trails), a Special Tax shall be levied annually on land within the District and collected in the same manner and at the same time as ordinary ad valorem property taxes. The City is responsible for annually determining the Special Tax liability for each parcel within the District and for providing this information to the County of San Diego in August of every year.

A Maximum Special Tax Rate was established for developed residential property and undeveloped property. The amount of the Maximum Special Tax Rates and Proposed Actual Special Tax Rates for Fiscal Year 2025/26 are attached as Exhibit "A" to Resolution No. 2025-96.

A comparative analysis of the annual Special Tax Levy Calculation for Fiscal Year 2025/26 is presented on Attachment "1". As noted in the analysis, the 2025/26 Special Tax Levy requirement decreased from \$205,365 by 0.33 percent (%) in the amount of \$670.96 or an average of \$2.31 per parcel.

RESOLUTIONS

- a) Resolution No. 2025-96
- b) Resolution No. 2025-96 Exhibit "A" CFD 2000-01 (Hidden Trails) Special Tax Rates

ATTACHMENTS

- a) Attachment "1" - CFD 2000-01 (Hidden Trails) Special Tax Levy Comparative Analysis

RESOLUTION NO. 2025-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, ACTING AS LEGISLATIVE BODY
OF COMMUNITY FACILITIES DISTRICT NO. 2000-01
(HIDDEN TRAILS), PROVIDING FOR THE LEVY OF AN
ANNUAL SPECIAL TAX FOR SUCH COMMUNITY FACILITIES
DISTRICT FOR FISCAL YEAR 2025-26

WHEREAS, the City Council of the City of Escondido, California (the “Legislative Body”), has initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors to authorize the levy of a Special Tax in a Community Facilities District, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Act”). This Community Facilities District is designated as Community Facilities District No. 2000-01 (Hidden Trails) (the “District”); and

WHEREAS, this Legislative Body, by the adoption of the Ordinance No. 2000-30 (the “Ordinance”) pursuant to Section 53340 of the Government Code of the State of California, has authorized the levy of Special Taxes (as such term is defined in the Ordinance) within the District to finance authorized facilities; and

WHEREAS, Government Code Section 53340 provides that this Legislative Body may provide, by resolution, for the levy of the Special Taxes in the current tax year at the same rates or at a lower rate than the rate provided for in the Ordinance, if such resolution is adopted and a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for the current tax year (the “Certified Parcel List”) is timely filed by the Clerk or other official designated by this Legislative Body with the Auditor of the County of San Diego (the “County Auditor”) on or before August 10 of the applicable tax year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, acting as the Legislative Body of Community Facilities District No. 2000-01 (Hidden Trails), as follows:

1. That the above recitations are true.
2. That this Legislative Body hereby authorizes and provides for the levy of the Special Tax within the District on those Taxable Properties (as such term is defined in the Ordinance) within the District for Fiscal Year 2025-26 so long as the rates of such Special Tax are the same rates or lower rates than the rates provided for in the Ordinance. The Proposed Special Tax Rates for the District for Fiscal Year 2025-26 are contained on Exhibit "A" attached to this Resolution and incorporated by this reference. After adoption of this Resolution, the Finance Director of the City, or Finance Director's designee, may make any necessary modifications to these Special Tax Rates to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amounts to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the County Auditor.
3. That the Finance Director is hereby designated and directed to prepare and submit a Certified Parcel List to the County Auditor on or before August 10, or such later date to which the County Auditor may agree, setting forth the amount of the Special Tax to be levied on each Taxable Property within the District calculated pursuant to the Ordinance and subject to the limitations set forth in Section 2 above.
4. That the Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Treasurer-Tax Collector of the County of San Diego is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Special Tax. Any Special Taxes that may not be collected on the County of San Diego ("County") tax roll shall be

collected through a direct billing procedure by the Treasurer of the City of Escondido, or his/her designee, acting for and on behalf of the District.

5. That the County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the Special Tax.

6. That the County Auditor shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such Special Tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

**City of Escondido
Community Facilities District 2000-01
(Hidden Trails)**

Special Tax Rates for Fiscal Year 2025/26

Land Use Categories	Description	Assigned Special Tax	Proposed Actual Special Tax*
Category 1**	Residential Property	\$0.39 per square foot	\$0.2641 per square foot
Category 2**	Other Property	\$2,861 per net acre	\$1,944 per net acre
Category 3	Undeveloped Property	\$3,290 per net acre	\$0.00 per net acre

* Special Tax rates shown above have been rounded to decimals shown, actual tax rates are not rounded.

** The Proposed Actual Special Tax shown above is the authorized levy for the current fiscal year. The submitted actual levy may be reduced as directed by the Finance Director.

City of Escondido CFD 2000-01 (Hidden Trails)
Special Tax Levy Comparative Analysis (Fund 727)
Tax Year 2025-26

Description	Actuals		Estimated Actuals		Proposed / Budget		Change from Prior Year	
	FY 2023-24		FY 2024-25		FY 2025-26		\$	%
Beginning Balance (07/01)	\$187,985.23		\$195,769.00		\$201,453.11			
Revenue								
Special Taxes	210,375.66		206,617.54					
Interest	3,027.37		1,837.08					
	\$213,403.03		\$208,454.62		\$0.00			
Expenditures								
Cost of Bonded Indebtedness:								
Interest Due 09/01 Reported Fiscal Year 9/1/2023	31,971.88	9/1/2024	29,471.88	9/1/2025	26,709.38			
Principal Due 09/01 Reported Fiscal Year 9/1/2023	125,000.00	9/1/2024	130,000.00	9/1/2025	140,000.00			
Interest Due 03/01 Reported Fiscal Year 3/1/2024	29,471.88	3/1/2025	26,709.38	3/1/2026	23,646.88			
Interest Due 09/01 Pending Year Obligation				9/1/2026	23,646.88			
Principal Due 09/01 Pending year Obligation				9/1/2026	145,000.00			
Total Principal and Interest Due from Annual Levy	\$186,443.76		\$186,181.26		\$359,003.14			
Cost of Collection (Proposed Fiscal Year Shown at Maximum)	19,175.50		16,589.25		25,364.84			
Available Cash Account Balances to Reduce Levy	-		-		-			
	\$19,175.50		\$16,589.25		\$25,364.84			
Total Annual Expenditures	205,619.26		202,770.51		384,367.98			
Ending Balance (6/30)	195,769.00		201,453.11		(182,914.87)			
Calculated Annual Special Tax Requirement	\$205,552.61		\$206,035.96		\$182,914.87			
Approved / Proposed Levy as Allocated among 290 Parcels	\$205,550.88		\$206,035.96		\$205,365.00		(\$670.96)	-0.33%
Average Levy per Dwelling Unit	\$708.80		\$710.47		\$708.16		(\$2.31)	-0.33%

City of Escondido CFD 2000-01 (Hidden Trails)
Special Tax Levy Comparative Analysis (Fund 727)
Tax Year 2024-25

Description	Actuals		Estimated Actuals		Proposed / Budget		Change from Prior Year	
	FY 2022-23		FY 2023-24		FY 2024-25		\$	%
Beginning Balance (07/01)	\$177,208.85		\$180,201.46		\$184,572.17			
Revenue								
Special Taxes	210,841.03		208,531.26					
Interest	1,679.59		1,458.71					
	\$212,520.62		\$209,989.97		\$0.00			
Expenditures								
Cost of Bonded Indebtedness:								
Interest Due 09/01 Reported Fiscal Year 9/1/2022	34,471.88	9/1/2023	31,971.88	9/1/2024	29,471.88			
Principal Due 09/01 Reported Fiscal Year 9/1/2022	125,000.00	9/1/2023	125,000.00	9/1/2024	130,000.00			
Interest Due 03/01 Reported Fiscal Year 3/1/2023	31,971.88	3/1/2024	29,471.88	3/1/2025	26,709.38			
Interest Due 09/01 Pending Year Obligation				9/1/2025	26,709.38			
Principal Due 09/01 Pending year Obligation				9/1/2025	140,000.00			
Total Principal and Interest Due from Annual Levy	\$191,443.76		\$186,443.76		\$352,890.64			
Cost of Collection (Proposed Fiscal Year Shown at Maximum)	18,084.25		19,175.50		24,867.49			
Available Cash Account Balances to Reduce Levy	-		-		12,850.00			
	\$18,084.25		\$19,175.50		\$37,717.49			
Total Annual Expenditures	209,528.01		205,619.26		390,608.13			
Ending Balance (6/30)	180,201.46		184,572.17		(206,035.96)			
Calculated Annual Special Tax Requirement	\$210,563.33		\$205,552.61		\$206,035.96			
Approved / Proposed Levy as Allocated among 290 Parcels	\$210,561.18		\$205,550.88		\$206,035.96		\$485.08	0.24%
Average Levy per Dwelling Unit	\$726.07		\$708.80		\$710.47		\$1.67	0.24%

City of Escondido CFD 2000-01 (Hidden Trails)
Special Tax Levy Comparative Analysis (Fund 727)
Tax Year 2023-24

Description	Actuals		Estimated Actuals		Proposed / Budget		Change from Prior Year	
	FY 2021-22		FY 2022-23		FY 2023-24		\$	%
Beginning Balance (07/01)	\$173,650.43		\$177,208.85		\$177,592.92			
Revenue								
Special Taxes	206,304.47		209,315.82					
Interest	709.46		596.26					
	\$207,013.93		\$209,912.08		\$0.00			
Expenditures								
Cost of Bonded Indebtedness:								
Interest Due 09/01 Reported Fiscal Year 9/1/2021	36,484.38	9/1/2022	34,471.88	9/1/2023	31,971.88			
Principal Due 09/01 Reported Fiscal Year 9/1/2021	115,000.00	9/1/2022	125,000.00	9/1/2023	125,000.00			
Interest Due 03/01 Reported Fiscal Year 3/1/2022	34,471.88	3/1/2023	31,971.88	3/1/2024	29,471.88			
Interest Due 09/01 Pending Year Obligation				9/1/2024	29,471.88			
Principal Due 09/01 Pending year Obligation				9/1/2024	130,000.00			
Total Principal and Interest Due from Annual Levy	\$185,956.26		\$191,443.76		\$345,915.64			
Cost of Collection (Proposed Fiscal Year Shown at Maximum)	17,499.25		18,084.25		24,379.89			
Available Cash Account Balances to Reduce Levy	-		-		12,850.00			
	\$17,499.25		\$18,084.25		\$37,229.89			
Total Annual Expenditures	203,455.51		209,528.01		383,145.53			
Ending Balance (6/30)	177,208.85		177,592.92		(205,552.61)			
Calculated Annual Special Tax Requirement	\$204,942.20		\$210,563.33		\$205,552.61			

Approved / Proposed Levy as Allocated among 290 Parcels	\$207,378.16	\$210,561.18	\$205,550.88	(\$5,010.30)	-2.38%
Average Levy per Dwelling Unit	\$715.10	\$726.07	\$708.80	(\$17.28)	-2.38%



STAFF REPORT

July 23, 2025
File Number 0685-10

SUBJECT

SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2006-01 (EUREKA RANCH)

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-97, setting the Special Tax Levy for Community Facilities District No. 2006-01 (Eureka Ranch) (the "District") for Fiscal Year 2025/26.

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

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE –Yes, Internal Requirement

COUNCIL PRIORITY –

FISCAL ANALYSIS

A Special Tax is levied annually on land within Community Facilities District No. 2006-01 (Eureka Ranch) and collected through the County of San Diego Treasurer-Tax Collector's Office. The funds from the Special Tax are used to meet debt service obligations from the issuance of bonds and fund administrative expenses for the District.

PREVIOUS ACTION

The City Council approved the establishment of Community Facilities District No. 2006-01 (Eureka Ranch) on September 27, 2006, and has annually thereafter adopted a resolution setting the annual Special Tax Levy. Prior year's Resolution No. 2024-91 was adopted on July 17, 2024.

BACKGROUND

At the request of the property owner/developer and pursuant to the City's Statement of Goals and Policies Regarding the Establishment of Community Facilities Districts, Community Facilities District No. 2006-01 (Eureka Ranch) was formed and bonds were issued for the purpose of providing street, storm drain and sewer improvements as well as utility undergrounding within the Eureka Ranch development and East Valley Parkway area as authorized in Section 6 of the Resolution of Formation No. 2006-227 adopted in



CITY of ESCONDIDO

STAFF REPORT

September of 2006. As required, the proceeds of the bonds were held in a separate account and used only for such authorized purposes. As of June 30, 2013, all proceeds were expended, and the projects completed. As of July 1, 2025, \$9,445,000 of principal remain outstanding and the bonds mature on September 1, 2036.

According to the Rate and Method of Apportionment of Special Taxes for Community Facilities District No. 2006-01 (Eureka Ranch), a Special Tax shall be levied annually on land within the District and collected in the same manner and at the same time as ordinary ad valorem property taxes. The City is responsible for annually determining the Special Tax liability for each parcel within the District and for providing this information to the County of San Diego in August of every year.

A Maximum Special Tax Rate was established for developed residential property and undeveloped property. The amount of the Maximum Special Tax Rates and Proposed Actual Special Tax Rates for FY2025/26 are attached as Exhibit "A" to Resolution No. 2025-97.

A comparative analysis of the annual Special Tax Levy Calculation for FY2025/26 is presented on Attachment "1". As noted in the analysis, the FY 2025/26 Special Tax Levy requirement decreased from \$1,072,496.32 by 1.02 percent (%) in the amount of \$10,967.46 or an average of \$32.45 per parcel.

RESOLUTIONS

- a) Resolution No. 2025-97
- b) Resolution No. 2025-97 Exhibit "A" CFD 2006-01 (Eureka Ranch) Special Tax Rates

ATTACHMENTS

- a) Attachment "1" - CFD 2006-01 (Eureka Ranch) Special Tax Levy Comparative Analysis

RESOLUTION NO. 2025-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACTING AS LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2006-01 (EUREKA RANCH), PROVIDING FOR THE LEVY OF AN ANNUAL SPECIAL TAX FOR SUCH COMMUNITY FACILITIES DISTRICT FOR FISCAL YEAR 2025-26

WHEREAS, the City Council of the City of Escondido, California (the “Legislative Body”), has initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors to authorize the levy of a Special Tax in a Community Facilities District, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Act”). This Community Facilities District is designated as Community Facilities District No. 2006-01 (Eureka Ranch) (the “District”); and

WHEREAS, this Legislative Body, by the adoption of the Ordinance No. 2006-32 (the “Ordinance”) pursuant to Section 53340 of the Government Code of the State of California, has authorized the levy of Special Taxes (as such term is defined in the Ordinance) within the District to finance authorized facilities; and

WHEREAS, Government Code Section 53340 provides that this Legislative Body may provide, by resolution, for the levy of the Special Taxes in the current tax year at the same rates or at a lower rate than the rate provided for in the Ordinance, if such resolution is adopted and a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for the current tax year (the “Certified Parcel List”) is timely filed by the clerk or other official designated by this Legislative Body with the Auditor of the County of San Diego (the “County Auditor”) on or before August 10 of the applicable tax year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, acting as the Legislative Body of Community Facilities District No. 2006-01 (Eureka Ranch), as follows:

1. That the above recitations are true.
2. That this Legislative Body hereby authorizes and provides for the levy of the Special Tax within the District on those Taxable Properties (as such term is defined in the Ordinance) within the District for Fiscal Year 2025-26 so long as the rates of such Special Tax are the same rates or lower rates than the rates provided for in the Ordinance. The Proposed Special Tax Rates for the District for Fiscal Year 2025-26 are contained on Exhibit "A" attached to this Resolution and incorporated by this reference. After adoption of this Resolution, the Finance Director of the City, or Finance Director's designee, may make any necessary modifications to these Special Tax Rates to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amounts to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the County Auditor.
3. That the Finance Director is hereby designated and directed to prepare and submit a Certified Parcel List to the County Auditor on or before August 10, or such later date to which the County Auditor may agree, setting forth the amount of the Special Tax to be levied on each Taxable Property within the District calculated pursuant to the Ordinance and subject to the limitations set forth in Section 2 above.
4. That the Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Treasurer-Tax Collector of the County of San Diego is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Special Tax. Any Special Taxes that may not be collected on the County of San Diego ("County") tax roll shall be

collected through a direct billing procedure by the Treasurer of the City of Escondido, or his/her designee, acting for and on behalf of the District.

5. That the County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the Special Tax.

6. That the County Auditor shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such Special Tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

**City of Escondido
Community Facilities District No. 2006-01
(Eureka Ranch)**

Special Tax Rates for Fiscal Year 2025/26

Tax Class	Building Square Footage ("BSF")	Assigned Special Tax	Proposed Actual Special Tax*
Residential Property**:			
Tax Class 1	> 3,600	\$1.214 per BSF	\$0.9062 per BSF
Tax Class 2	3,251 – 3,600	\$1.275 per BSF	\$0.9517 per BSF
Tax Class 3	2,851 – 3,250	\$1.350 per BSF	\$1.0077 per BSF
Tax Class 4	2,551 – 2,850	\$1.407 per BSF	\$1.0502 per BSF
Tax Class 5	≤ 2,550	\$1.526 per BSF	\$1.1391 per BSF
Non-Residential Property**:			
Tax Class 6	NA	\$20,750.00 per Acre	\$15,488.57 per Acre
Undeveloped Property	NA	\$20,750.00 per Acre	\$0.00 per Acre

* Special Tax Rates shown above have been rounded to decimals shown, actual tax rates are not rounded.

** The Proposed Actual Special Tax shown above is the authorized levy for the current fiscal year. The submitted actual levy may be reduced as directed by the Finance Director.

City of Escondido CFD 2006-01 (Eureka Ranch)
Special Tax Levy Comparative Analysis (Fund 728)
Tax Year 2025-26

Description	Actuals		Estimated Actuals		Proposed / Budget		Change from Prior Year	
	FY 2023-24		FY 2024-25		FY 2025-26		\$	%
Beginning Balance (07/01)	\$819,104.99		\$868,763.42		\$909,141.22			
Revenue								
Special Taxes	1,112,091.45		1,101,444.54					
Interest	12,438.48		7,693.26					
	\$1,124,529.93		\$1,109,137.80		\$0.00			
Expenditures								
Cost of Bonded Indebtedness:								
Interest Due 09/01 Reported Fiscal Year	9/1/2023	244,875.00	9/1/2024	231,125.00	9/1/2025	216,750.00		
Principal Due 09/01 Reported Fiscal Year	9/1/2023	550,000.00	9/1/2024	575,000.00	9/1/2025	605,000.00		
Interest Due 03/01 Reported Fiscal Year	3/1/2024	231,125.00	3/1/2025	216,750.00	3/1/2026	201,625.00		
Interest Due 09/01 Pending Year Obligation					9/1/2026	201,625.00		
Principal Due 09/01 Pending year Obligation					9/1/2026	635,000.00		
Total Principal and Interest Due from Annual Levy	\$1,026,000.00		\$1,022,875.00		\$1,860,000.00			
Prepayment Bond Call (APN 225-811-13-00)					9/1/2025	\$29,748.51		
Cost of Collection (Proposed Fiscal Year Shown at Maximum)	48,871.50		45,885.00		58,272.44			
Available Cash Account Balances to Reduce Levy					16,296.55			
Contingency for Delinquency (Proposed Current Year Only)					6,352.58			
	48,871.50		45,885.00		\$80,921.57			
Total Annual Expenditures	1,074,871.50		1,068,760.00		1,970,670.08			
Ending Balance (6/30)	868,763.42		909,141.22		(1,061,528.86)			
Calculated Annual Special Tax Requirement	\$1,099,143.72		\$1,072,496.32		\$1,061,528.86			
Approved / Proposed Levy as Allocated among 338 Parcels	\$1,099,142.68		\$1,072,496.32		\$1,061,528.86		(\$10,967.46)	-1.02%
Average Levy per Dwelling Unit	\$3,251.90		\$3,173.07		\$3,140.62		(\$32.45)	-1.02%



STAFF REPORT

July 13, 2025
File Number 0685-10

SUBJECT

SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2020-2 (The Villages)

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-98, setting the Special Tax Levy for Community Facilities District No. 2020-2 (The Villages)(The “District”) for Fiscal Year 2025/26.

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

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE –Yes, Internal Requirement

COUNCIL PRIORITY –

FISCAL ANALYSIS

A Special Tax is levied annually on land within Community Facilities District No. 2020-2 (The Villages) and collected through the County of San Diego Treasurer-Tax Collector’s Office. The funds from the Special Tax are used to meet debt service obligations from the issuance of bonds and pay administrative expenses for the District.

PREVIOUS ACTION

The Villages Project was approved by the City Council on November 15, 2017.

On May 13, 2020, the City Council adopted Resolution No. 2020-45 approving the establishment of Community Facilities District No. 2020-2 (The Villages) and authorizing the Council to annually adopt a resolution setting the Special Tax Levy.

On July 19, 2024, the City Council adopted Resolution No. 2025-98, setting the Special Tax Levy for Community Facilities District No. 2020-2 (The Villages) for Fiscal Year 2025/26 on 380 developed lots located in The Villages Project.

BACKGROUND



CITY of ESCONDIDO

STAFF REPORT

A Community Facilities District (“CFD”) is a special taxing district that is formed at the request of a project proponent with the approval of the local jurisdiction. CFD's were established in State Government Code in 1982 (also referred to as the Mello-Roos Act) to provide an alternate method for private property owners to finance the acquisition, construction and maintenance of certain public capital facilities, and/or to cover the related cost of ongoing services.

CFD No. 2020-2 was formed on May 13, 2020, to fund the public facilities fees associated with the Villages Project (“Project”), a development that includes 380 residential homes; recreational, social, and community amenities in a Village Center; and approximately 48.9 acres of permanent open space with active greenbelts and 3.5 acres of parks. On June 29, 2022, Special Tax Bonds of \$11,945,000 were issued. Total outstanding principal on the bonds as of July 1, 2025 is \$11,890,000 and the bonds mature on September 1, 2052.

A Maximum Special Tax Rate was established for developed residential property and undeveloped property. The amount of the Maximum Special Tax Rates and Proposed Actual Special Tax Rates for Fiscal Year 2024/25 are attached as Exhibit “A” to Resolution No. 2024-92. The Special Taxes received by the City will be deposited to a separate fund held by the Bank of New York, acting as Trustee, to be used for annual administrative expenses and fund the authorized facilities or future bond debt service payments.

A comparative analysis of the annual Special Tax Levy Calculation for FY2025/26 is presented on Attachment “1”. As noted in the analysis, the FY2025/26 Special Tax Levy requirement increased from \$652,220.16 by 2.65 percent (%) in the amount of \$17,251.88 or an average of \$45.40 per parcel.

The delinquency contingency provision for the FY 2025/26 levy calculation is \$3,118.09 This is based on the actual FY 2024/25 2nd installment delinquent summary date June 3, 2025.

RESOLUTIONS

- a) Resolution 2025-98
- b) Resolution No. 2025-98 Exhibit “A” CFD 2020-2 (The Villages) Special Tax Rates

ATTACHMENTS

- a) Attachment “1” - CFD 2020-01 (The Villages) Special Tax Levy Comparative Analysis

RESOLUTION NO. 2025-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACTING AS LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2020-2 (THE VILLAGES), PROVIDING FOR THE LEVY OF AN ANNUAL SPECIAL TAX FOR SUCH COMMUNITY FACILITIES DISTRICT FOR FISCAL YEAR 2025/26

WHEREAS, the City Council of the City of Escondido, California (the “Legislative Body”), has initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors to authorize the levy of a Special Tax in a Community Facilities District, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Act”). This Community Facilities District is designated as Community Facilities District No. 2020-2 (The Villages) (the “District”); and

WHEREAS, this Legislative Body, by the adoption of the Ordinance No. 2020-11 (the “Ordinance”) pursuant to Section 53340 of the Government Code of the State of California, has authorized the levy of Special Taxes (as such term is defined in the Ordinance) within the District to finance authorized facilities; and

WHEREAS, Government Code Section 53340 provides that this Legislative Body may provide, by resolution, for the levy of the Special Taxes in the current tax year at the same rates or at a lower rate than the indexed rates provided for in the Ordinance, if such resolution is adopted and a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for the current tax year (the “Certified Parcel List”) is timely filed by the clerk or other official designated by this Legislative Body with the Auditor of the County of San Diego (the “County Auditor”) on or before August 10 of the applicable tax year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, acting as the Legislative Body of Community Facilities District No. 2020-2 (The Villages), as follows:

1. That the above recitations are true.
2. That this Legislative Body hereby authorizes and provides for the levy of the Special Tax within the District on those Taxable Properties (as such term is defined in the Ordinance) within the District for Fiscal Year 2025-26 so long as the rates of such Special Tax are the same rates or lower rates than the rates provided for in the Ordinance. The Proposed Special Tax Rates for the District for Fiscal Year 2025-26 are contained on Exhibit "A" attached to this Resolution and incorporated by this reference. After adoption of this Resolution, the Finance Director of the City, or Finance Director's designee, may make any necessary modifications to these Special Tax Rates to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amounts to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the County Auditor.
3. That the Finance Director is hereby designated and directed to prepare and submit a Certified Parcel List to the County Auditor on or before August 10, or such later date to which the County Auditor may agree, setting forth the amount of the Special Tax to be levied on each Taxable Property within the District calculated pursuant to the Ordinance and subject to the limitations set forth in Section 2 above.
4. That the Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Treasurer-Tax Collector of the County of San Diego is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Special Tax. Any Special Taxes that may not be collected on the County of San Diego ("County") tax roll shall be

collected through a direct billing procedure by the Treasurer of the City of Escondido, or his/her designee acting for and on behalf of the District.

5. That the County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the Special Tax.

6. That the County Auditor shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such Special Tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

Exhibit "A"

City of Escondido Community Facilities District No. 2020-2 (The Villages)

Special Tax Rates for Fiscal Year 2025/26

Land Use Category	Developed Floor Area	Assigned Special Tax ⁽¹⁾⁽²⁾	Proposed Actual Special Tax ⁽²⁾⁽³⁾
Residential Property			
1	> 3,199 sqft	\$3,024.07 per DU ⁽⁴⁾	\$2,238.54 per DU ⁽⁴⁾
2	2,950 to 3,199 sqft	\$2,934.64 per DU ⁽⁴⁾	\$2,172.34 per DU ⁽⁴⁾
3	2,700 to 2,949 sqft	\$2,834.17 per DU ⁽⁴⁾	\$2,097.98 per DU ⁽⁴⁾
4	2,450 to 2,699 sqft	\$2,723.76 per DU ⁽⁴⁾	\$2,016.24 per DU ⁽⁴⁾
5	2,200 to 2,449 sqft	\$2,604.52 per DU ⁽⁴⁾	\$1,927.98 per DU ⁽⁴⁾
6	1,950 to 2,199 sqft	\$2,308.63 per DU ⁽⁴⁾	\$1,708.94 per DU ⁽⁴⁾
7	1,700 to 1,949 sqft	\$2,283.23 per DU ⁽⁴⁾	\$1,690.14 per DU ⁽⁴⁾
8	1,450 to 1,699 sqft	\$2,080.08 per DU ⁽⁴⁾	\$1,539.76 per DU ⁽⁴⁾
9	< 1,450 sqft	\$1,953.11 per DU ⁽⁴⁾	\$1,445.78 per DU ⁽⁴⁾
Non-Residential			
10	NA	\$26,879.95 per Acre	\$19,897.74 per Acre
Backup Special Tax			
SUB16-009A	NA	\$2,937.30 per Lot	\$0.00 per Lot
SUB16-009B	NA	\$2,758.55 per Lot	\$0.00 per Lot
SUB16-009C	NA	\$2,256.83 per Lot	\$0.00 per Lot
Undeveloped Property			
NA	NA	\$26,879.95 per Acre	\$0.00 per Acre

- (1) The Assigned Special Tax Rates have been increased by 2% from the tax rates established at the time of formation in accordance with the formation documents.
- (2) Special Tax Rates shown above have been rounded to decimals shown, actual tax rates are not rounded.
- (3) The Proposed Actual Special Tax shown above is the authorized levy for the current fiscal year. The submitted actual levy may be reduced as directed by the Finance Director.
- (4) Dwelling unit or "DU" is as defined in the formation documents.

City of Escondido CFD 2020-01 (The Villages)
Special Tax Levy Comparative Analysis (Fund 730)
Tax Year 2025-26

Description	Actuals		Estimated Actuals		Proposed / Budget		Change from Prior Year	
	FY 2023-24		FY 2024-25		FY 2025-26		\$	%
Beginning Balance (07/01)	\$1,482,089.16		\$1,459,581.23		\$1,449,946.13			
Revenue								
Special Taxes	634,805.57		661,845.21					
Interest	7,054.00		3,977.69					
	\$641,859.57		\$665,822.90		\$0.00			
Expenditures								
Cost of Bonded Indebtedness:								
Interest Due 09/01 Reported Fiscal Year	9/1/2023	298,625.00	9/1/2024	298,125.00	9/1/2025	297,250.00		
Principal Due 09/01 Reported Fiscal Year	9/1/2023	20,000.00	9/1/2024	35,000.00	9/1/2025	45,000.00		
Interest Due 03/01 Reported Fiscal Year	3/1/2024	298,125.00	3/1/2025	297,250.00	3/1/2026	296,125.00		
Interest Due 09/01 Pending Year Obligation					9/1/2026	296,125.00		
Principal Due 09/01 Pending year Obligation					9/1/2026	65,000.00		
Total Principal and Interest Due from Annual Levy	616,750.00		630,375.00		\$999,500.00			
Cost of Collection (Proposed Fiscal Year Shown at Maximum)	47,617.50		45,083.00		59,533.77			
Available Cash Account Balances to Reduce Levy					50,423.59			
Contingency for Delinquency (Proposed Current Year Only)					3,118.09			
	\$47,617.50		\$45,083.00		\$113,075.45			
Total Annual Expenditures	664,367.50		675,458.00		1,112,575.45			
Ending Balance (6/30)	1,459,581.23		1,449,946.13		337,370.68			
Reserve Fund Requirement	1,041,636.30		1,041,636.30		1,041,636.30			
Calculated Annual Special Tax Requirement	\$611,312.77		(\$104,195.97)		(\$337,370.68)			
Approved / Proposed Levy as Allocated among 380 Parcels	\$611,312.24		\$652,221.56		\$669,473.44		\$17,251.88	2.65%
Average Levy per Dwelling Unit	\$1,608.72		\$1,716.37		\$1,761.77		\$45.40	2.65%



STAFF REPORT

July 23, 2025
File Number 0685-10

SUBJECT

SETTING SPECIAL TAX LEVY FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (ECLIPSE/MOUNTAIN HOUSE)

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-99, setting the Special Tax Levy for Community Facilities District No. 2022-1(Eclipse/Mountain House) (the “District”) for Fiscal Year 2025/26.

Staff Recommendation: Approval/ Receive and File (Finance: Christina Holmes)

Presenter: Christina Holmes

ESSENTIAL SERVICE –Yes, Internal Requirement

COUNCIL PRIORITY –

FISCAL ANALYSIS

A Special Tax will be levied annually on land within Community Facilities District No. 2022-1 (Eclipse/Mountain House) and collected through the County of San Diego Treasurer-Tax Collector’s Office. The funds from the Special Tax will be used to meet the requirements established at the time of formation of the District.

PREVIOUS ACTION

On May 13, 2021, the City Council authorized a Deposit Account and Reimbursement Agreement between the City of Escondido and CWC Escondido 113, LLC which established the Eclipse (formerly known as Del Prado) zone of the Project.

On August 31, 2021, the City Council authorized the First Amendment to Deposit Account and Reimbursement Agreement between the City of Escondido and CWC Escondido 113, LLC to include the additional Project, Mountain House, in the CFD No 2022-1.



CITY of ESCONDIDO

STAFF REPORT

The City Council approved the establishment of Community Facilities District No. 2022-01 (the Eclipse/Mountain House Project) on March 2, 2022, and has annually thereafter adopted a resolution setting the annual Special Tax Levy. Prior year's Resolution No. 2024-93 was adopted on July 17, 2024.

BACKGROUND

A Community Facilities District ("CFD") is a special taxing district that is formed at the request of a project proponent with the approval of the local jurisdiction. CFD's were established in State Government Code in 1982 (also referred to as the Mello-Roos Act) to provide an alternate method for private property owners to finance the acquisition, construction and maintenance of certain public capital facilities, and/or to cover the related cost of ongoing services.

CFD 2022-1 was formed on March 2, 2022, to fund the public facilities fees associated with the Eclipse/Mountain House Project. The CFD was formed with two distinct zones. Zone A originally contained 81 of the total 113 townhomes in the Eclipse Project. The remaining 32 townhomes were annexed into Zone A of this CFD in December of 2022. Zone B contains the Mountain House Project which includes 36 residential lots. In December of 2023 the developer of Zone B, the Mountain House Project, prepaid the Special Tax obligations with respect to the property in Zone B and, therefore, is no longer subject to the Special Tax.

On April 16, 2024, Special Tax Bonds of \$3,350,000 were issued. Total outstanding principal on the bonds as of July 1, 2024 is \$3,320,000 and the bonds mature on September 1, 2054.

A comparative analysis of the annual Special Tax Levy Calculation for FY2025/26 is presented on Attachment A. As noted in the analysis, the FY2025/26 Special Tax Levy requirement decreased from \$262,512.10 by 13.66 percent (%) in the amount of \$35,724.22 or an average of \$316.14 per parcel.

RESOLUTIONS

- a) Resolution No. 2025-99
- b) Resolution No. 2025-99 Exhibit "A" CFD 2022-1 (Eclipse/Mountain House) Special Tax Rates

ATTACHMENTS

- a) Attachment "1"—CFD 2022-01 (Eclipse/Mountain House) Special Tax Levy Comparative Analysis

RESOLUTION NO. 2025-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACTING AS LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-1 (ECLIPSE/MOUNTAIN HOUSE), PROVIDING FOR THE LEVY OF AN ANNUAL SPECIAL TAX FOR SUCH COMMUNITY FACILITIES DISTRICT FOR FISCAL YEAR 2025-26

WHEREAS, the City Council of the City of Escondido, California (the “Legislative Body”), has initiated proceedings, held a public hearing, conducted an election, and received a favorable vote from the qualified electors to authorize the levy of a Special Tax in a Community Facilities District, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Act”). This Community Facilities District is designated as Community Facilities District No. 2022-1 (Eclipse/Mountain House) (the “District”); and

WHEREAS, this Legislative Body, by the adoption of the Ordinance No. 2022-10 (the “Ordinance”) pursuant to Section 53340 of the Government Code of the State of California, has authorized the levy of Special Taxes (as such term is defined in the Ordinance) within the District to finance authorized facilities; and

WHEREAS, Government Code Section 53340 provides that this Legislative Body may provide, by resolution, for the levy of the Special Taxes in the current tax year at the same rates or at a lower rate than provided for in the Ordinance, if such resolution is adopted and a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for the current tax year (the “Certified Parcel List”) is timely filed by the clerk or other official designated by this Legislative Body with the Auditor of the County of San Diego (the “County Auditor”) on or before August 10 of the applicable tax year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, acting as the legislative body of Community Facilities District No. 2022-1 (Eclipse/Mountain House), as follows:

1. That the above recitations are true.
2. That this Legislative Body hereby authorizes and provides for the levy of the Special Tax within the District on those Taxable Properties (as such term is defined in the Ordinance) within the District for Fiscal Year 2025-26 so long as the rates of such Special Tax are the same rates or lower rates than the rates provided for in the Ordinance. The Proposed Special Tax Rates for the District for Fiscal Year 2025-26 are contained on Exhibit "A" attached to this Resolution and incorporated by this reference. After adoption of this Resolution, the Finance Director of the City, or Finance Director's designee, may make any necessary modifications to these Special Tax Rates to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amounts to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the County Auditor.
3. That the Finance Director is hereby designated and directed to prepare and submit a Certified Parcel List to the County Auditor on or before August 10, or such later date to which the County Auditor may agree, setting forth the amount of the Special Tax to be levied on each Taxable Property within the District calculated pursuant to the Ordinance and subject to the limitations set forth in Section 2 above.
4. That the Special Tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Treasurer-Tax Collector of the County of San Diego is hereby authorized to deduct reasonable administrative costs incurred in collecting any said Special Tax. Any Special Taxes that may not be collected on the County of San Diego ("County") tax roll shall be

collected through a direct billing procedure by the Treasurer of the City of Escondido, or his/her designee acting for and on behalf of the District.

5. That the County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the Special Tax.

6. That the County Auditor shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such Special Tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

**City of Escondido Community Facilities District No. 2022-1⁽¹⁾
(Eclipse)**

Special Tax Rates for Fiscal Year 2025/26

Land Use Category	Developed Floor Area	Unit⁽²⁾	Assigned Special Tax	Proposed Actual Special Tax ⁽³⁾
Zone A (Eclipse)				
Developed Property				
1	Less than 1,200 square feet	DU	\$2,249.20	\$1,804.82
2	1,200 to 1,400 square feet	DU	\$2,371.25	\$1,902.76
3	Greater than 1,400 square feet	DU	\$2,615.42	\$2,098.68
4	Non-Residential	PDU	\$2,558.01	\$2,052.60
Backup Special Tax				
NA	NA	DU	\$2,589.52	\$0.00
Undeveloped Property				
NA	NA	PDU	\$2,589.52	\$0.00

- 1) In December of 2023 the developer of CFD No. 2022-1 Zone B prepaid the Special Tax obligations with respect to the property in Zone B and, therefore, is no longer subject to the Special Tax.
- 2) Types of units are as defined in the formation documents; Dwelling Unit or "DU", Projected Dwelling Unit or "PDU" and Lot.
- 3) The Proposed Actual Special Tax shown above is the authorized levy for the current fiscal year. The submitted actual levy may be reduced as directed by the Finance Director.

City of Escondido CFD 2022-01 (Eclipse MTN House)
Special Tax Levy Comparative Analysis (Fund 731 & Fiscal Agent Accounts)
Tax Year 2025-26

Description	Actuals FY 2023-24	Estimated Actuals FY 2023-24	Proposed / Budget FY 2024-25	Change from Prior Year	
				\$	%
Beginning Balance (07/01)	\$99,937.26	\$340,746.76	\$410,744.68		
Revenue					
Special Taxes	199,624.61	260,978.60			
Interest	3,798.55	1,403.93			
Subtotal Revenue Available to the Repayment of Debt & Admin	\$203,423.16	\$262,382.53	\$0.00		
Proceeds and Premium from Issuance of Debt	3,442,224.80 ⁽¹⁾				
Prepayment of Special Taxes (Zone B)					
Subtotal Revenue Held in Trust for Reimb / Project Expenditures	\$3,442,224.80	\$0.00	\$0.00		
Total Annual Revenue and Funds Held in Trust	\$3,645,647.96	\$262,382.53	\$0.00		
Expenditures					
Cost of Bonded Indebtedness:					
Interest Due 09/01 Reported Fiscal Year 9/1/2023	0.00	52,111.11	9/1/2025	83,000.00	
Principal Due 09/01 Reported Fiscal Year 9/1/2023	0.00	30,000.00	9/1/2025	60,000.00	
Interest Due 03/01 Reported Fiscal Year 3/1/2024	0.00	83,000.00	3/1/2026	81,500.00	
Interest Due 09/01 Pending Year Obligation			9/1/2026	81,500.00	
Principal Due 09/01 Pending year Obligation			9/1/2026	60,000.00	
Total Principal and Interest Due from Annual Levy and Avail Funds	\$0.00	\$165,111.11	\$366,000.00		
Cost of Collection (Proposed Fiscal Year Shown at Maximum)	32,177.50	27,273.50	33,122.42		
Available Cash Account Balances to Reduce Levy		9,300.00	9,330.77	9,300.00	5209.97
Contingency for Delinquency (Proposed Current Year Only)			2,079.37		
Subtotal Expenditures for the Repayment of Debt & Admin	\$32,177.50	\$27,273.50	\$44,532.56		
Expenditures on / Reimbursement for Project Costs	3,059,760.96				
Expenditures related to the Issuance of Debt	312,900.00				
Subtotal Expenditures on Debt Issuance / Project Costs	3,372,660.96	\$0.00			
Total Annual Expenditures	\$3,404,838.46	\$192,384.61	\$410,532.56		
Ending Balance (6/30)	\$340,746.76	\$410,744.68	\$212.12		
Reserve Fund Requirement	226,000.00	226,000.00	226,000.00		
Calculated Annual Special Tax Requirement	\$201,105.90	\$261,512.10	(\$225,787.88)		
Approved / Proposed Levy	\$201,105.90 ⁽³⁾	\$261,512.10	\$225,787.88	(\$35,724.22)	-13.66%
Number of Dwelling Units Levied	81	113	113		
Average Levy per Dwelling Unit	\$2,482.79	\$2,314.27	\$1,998.12	(\$316.14)	-13.66%

City of E:
Special

Description	
Beginning Balance (07/01)	
Revenue	
Special Taxes	
Interest	
Expenditures	
Cost of Bonded Indebtedness:	
Interest Due 09/01 Reported Fiscal Year	
Principal Due 09/01 Reported Fiscal Year	
Interest Due 03/01 Reported Fiscal Year	
Interest Due 09/01 Pending Year Obligation	
Principal Due 09/01 Pending year Obligation	
Total Principal and Interest Due from Annual Levy	
Cost of Collection (Proposed Fiscal Year Shown at Maximum)	
Transfer to Cash with Fiscal Agent Reserve Account	
Available Cash Account Balances to Reduce Levy	
Contingency for Delinquency (Proposed Current Year Only)	
Total Annual Expenditures	
Ending Balance (6/30)	
Reserve Fund Requirement	
Calculated Annual Special Tax Requirement	
Approved / Proposed Levy as Allocated among 113 Parcels	
Number of Dwelling Units	:
Average Levy per Dwelling Unit	:

Attachment "1"

Item8.

scondido CFD 2022-01 (Eclipse MTN House)
Tax Levy Comparative Analysis (Fund 731)
Tax Year 2024-25

Actuals FY 2022-23	Estimated Actuals FY 2023-24	Proposed / Budget FY 2024-25	Change from Prior Year	
			\$	%
\$0.00	\$99,937.26	\$92,844.37		
128,052.20	184,944.55			
192.56	1,786.19			
\$128,244.76	\$186,730.74	\$0.00		
9/1/2023		9/1/2024	52,111.11	
9/1/2023		9/1/2024	30,000.00	
3/1/2024		3/1/2025	83,000.00	
		9/1/2025	83,000.00	
		9/1/2025	60,000.00	
\$0.00	\$0.00	\$308,111.11		
28,307.50	32,177.50	32,472.96		
	161,646.13			
		9,300.00		
		4,472.49		
\$28,307.50	\$193,823.63	\$46,245.45		
28,307.50	193,823.63	354,356.56		
99,937.26	92,844.37	(261,512.19)		
	226,000.00	226,000.00		
\$129,165.30	\$201,105.90	\$261,512.19		
\$129,165.30	\$201,105.90	\$261,512.19	\$60,406.29	30.04%
52	81	113		
\$2,483.95	\$2,482.79	\$2,314.27	(\$168.52)	-6.79%

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STAFF REPORT

July 23, 2025
File Number 0800-10

SUBJECT

FINAL MAP UNDER CONSIDERATION FOR APPROVAL

DEPARTMENT

Development Services Department

RECOMMENDATION

Request the City Council receive and file notice that a Final Map for Tract PL21-0269 at 916, 942, and 943 Stanley Avenue, and odd numbered addresses between 2005-2175 Conway Drive, APNs: 224-141-23, 224-141-24, 224-141-25, 224-142-30, 224-142-31, 224-142-32, and 224-142-33, has been filed for approval.

Staff Recommendation: Receive and File (Development Services Department: Christopher McKinney, Deputy City Manager/Interim Director of Development Services, and Jonathan Schauble, City Engineer)

Presenter: Owen Tunnell, Assistant City Engineer

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Encourage Housing Development

BACKGROUND

Pursuant to Escondido Municipal Code (EMC) § 32.303.03, adopted in Ordinance No. 2022-02, upon receipt of a Final Map, the City Engineer must fully examine its conformity with the approved Tentative Map, and approved alterations thereto; its technical correctness; and, its lawfulness under the EMC. Further, the City Engineer shall notify the City Council at its next regular meeting that a Final Map is being reviewed for final approval and the City Clerk shall provide notice of any pending approval or disapproval, which notice must be attached and posted with the City Council's regular agenda and mailed to interested parties. Thereafter, pursuant to the EMC, within 10 days following the City Council meeting, the City Engineer must approve the Final Map if it conforms to all requirements of the EMC applicable at the time of approval and all requirements of the Map Act. EMC § 32.303.03.A(1)-(3).

The following Final Map is under consideration for approval by the City Engineer in accordance with Ordinance No. 2022-02:



CITY *of* ESCONDIDO

STAFF REPORT

Tract PL21-0269 located at 916, 942, and 943 Stanley Avenue, and odd numbered addresses between 2005-2175 Conway Drive: A 46 Lot Single Family Subdivision that includes 10 Density Bonus Multi-family Condominium Units.



STAFF REPORT

July 23, 2025

File Number 0470-25; A-3562

SUBJECT

PURCHASE THREE (3) SUTPHEN MONARCH PUMPERS FROM SUTPHEN, INC. OF DUBLIN, OHIO

DEPARTMENT

Public Works Department, Fleet Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-101, authorizing the Fleet Services Division to purchase three (3) Sutphen Monarch Fire Engines from Sutphen, Inc. in the amount of \$3,922,050.44 through a Cooperative Purchase Contract with Sourcewell. The purchase price includes all taxes, delivery, operator and mechanic training, and all associated fees.

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

Presenter: Jeramiah Jennings, Fleet Manager

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

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

Measure I funds are available and were approved for this purchase in the Fiscal Year (“FY”) 2026 Operating Budget.

PREVIOUS ACTION

None

BACKGROUND

Three (3) existing 2006 Type 1 Fire Engines need to be replaced due to meeting their life expectancy of 20 years. Due to continuing supply chain issues, and high demand for new Fire Engines, there is an estimated build time of 36-38 months for these Fire Engines. Upon delivery, the current Fire Engines will be nearly three years overdue for replacement.

Upon approval from the City Council, three (3) Type 1 Fire Engines will be purchased from Sutphen, Inc. of Dublin, Ohio utilizing a Cooperative Purchasing Contract through Sourcewell, Contract No. 113021-SUT,



CITY *of* ESCONDIDO

STAFF REPORT

as allowed per Chapter 10, Article 5, Section 10-91, of the City of Escondido's Municipal Code authorizing the purchase of supplies and equipment utilizing cooperative purchase programs.

RESOLUTIONS

- a) Resolution No. 2025-101
- b) Resolution No. 2025-101 – Exhibit "A" - Cooperative Purchase Quote

RESOLUTION NO. 2025-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, THE PURCHASE OF THREE (3) SUTPHEN MONARCH FIRE ENGINES FROM SUTPHEN, INC. BY UTILIZING A COOPERATIVE PURCHASE AGREEMENT THROUGH SOURCEWELL, AND AUTHORIZING THE DISPOSAL OF THE SURPLUS VEHICLES VIA AUCTION

WHEREAS, the Fleet Services Division is replacing three (3) existing fire engines due to the apparatus meeting their standard life expectancy of twenty years, extensive hours of use, their current mechanical condition, and are due for scheduled replacement; and

WHEREAS, the Fire Engines due for replacement are three (3) 2006 Pierce Fire Engines (unit numbers 3142, 3143, and 3144); and

WHEREAS, SUTPHEN, Inc. of Dublin, Ohio, is the manufacturer of the Sutphen Monarch Fire Engines; and

WHEREAS, Sourcewell conducted a competitive bid process for Fire Apparatus equipment and SUTPHEN, Inc. was deemed to be the lowest responsive bidder; and

WHEREAS, the Sourcewell Contract No. is 113021-SUT; and

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

WHEREAS, staff recommends purchasing three (3) Sutphen Monarch Fire Engines from SUTPHEN, Inc. in the amount of \$3,929,050.44, which includes sales tax and all other fees; and

WHEREAS, the use of Measure I funds was approved in the fiscal year 2026 budget and are available for this purchase; and

WHEREAS, the purchase price includes base pricing and all options, as shown in Exhibit "A", which is attached to this Resolution and is incorporated by this reference; and

WHEREAS, the Type 1 Fire Engines being replaced by this purchase, as referenced above, are deemed surplus property and are no longer required for public use; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to authorize the purchase from SUTPHEN, Inc.

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

1. That the above recitations are true.
2. That the City Council is authorized to approve on behalf of the city, the Cooperative Purchase through Sourcewell, as allowed per Escondido Municipal Code Chapter 10 Article 5 Section 10-91.
3. That the City Council approves Resolution No. 2025-101 authorizing Fleet Services Division to purchase three (3) Sutphen Monarch Fire Engines from SUTPHEN Inc. in the amount of \$3,929,050.44, which includes sales tax, delivery, operator and mechanic training, and all other fees.
4. That the City Council authorizes the Fleet Services Division to dispose of the surplus vehicles that are being replaced by this purchase via public auction with the City contracted auction company.



SUTPHEN

PROPOSAL

TO THE:

Escondido Fire Department
Attn: Fire Chief John Tenger
1163 Centre City Parkway
Escondido CA 92026

DATE: June 6, 2025

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal:

**Three (3) Sutphen Heavy Duty Full Custom Monarch Heavy Duty Pumps
Complete and Delivered (less sales tax) for the Total Sum of \$3,929,050.44**

This proposed price is based on the Sutphen Corporation's Cooperative Purchasing Contract ("113021SUT.") with Sourcewell.

The apparatus and equipment being purchased hereunder shall be completed within approximately **36 – 38** months after Sutphen's receipt and approval of Purchaser's acceptance of this Proposal.

This Proposal shall be valid for thirty (30) days. If a Purchase Agreement or Purchase Order is not received by Sutphen within 30 days of the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,

Scott Barratt

Scott Barratt
Republic Fire Equipment
Authorized Representative for Sutphen Corporation

760-613-2285



TERMS & CONDITIONS

Evolving industry conditions and market volatility may materially impact the cost to manufacture fire apparatus. As such, Sutphen reserves the right to impose a price adjustment. The price adjustment will be determined using the Producer Price Index (PPI) – specifically, WPU141106843 the Commodity Data for Heavy Duty Truck Manufacturing: Buses, including military and firefighting vehicles with chassis of own manufacture. The calculation will be based on the PPI value the month of contract execution, compared to the PPI value 12 months prior to the originally slotted production completion date.

If the PPI reflects an increase exceeding 5% over this period, the Purchaser will be subject to a price adjustment equal to the percentage increase in excess of 5%. Sutphen will provide written notice to the Purchaser as soon as it reasonably anticipates the need to apply such adjustment. Upon receipt of such notice, the Purchaser may request to terminate the Agreement; however, acceptance of such termination shall be at Sutphen's sole and absolute discretion. If the termination request is approved, a cancellation fee equal to 5% of the original contract purchase price will be applied.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made at the time of final inspection at the factory. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

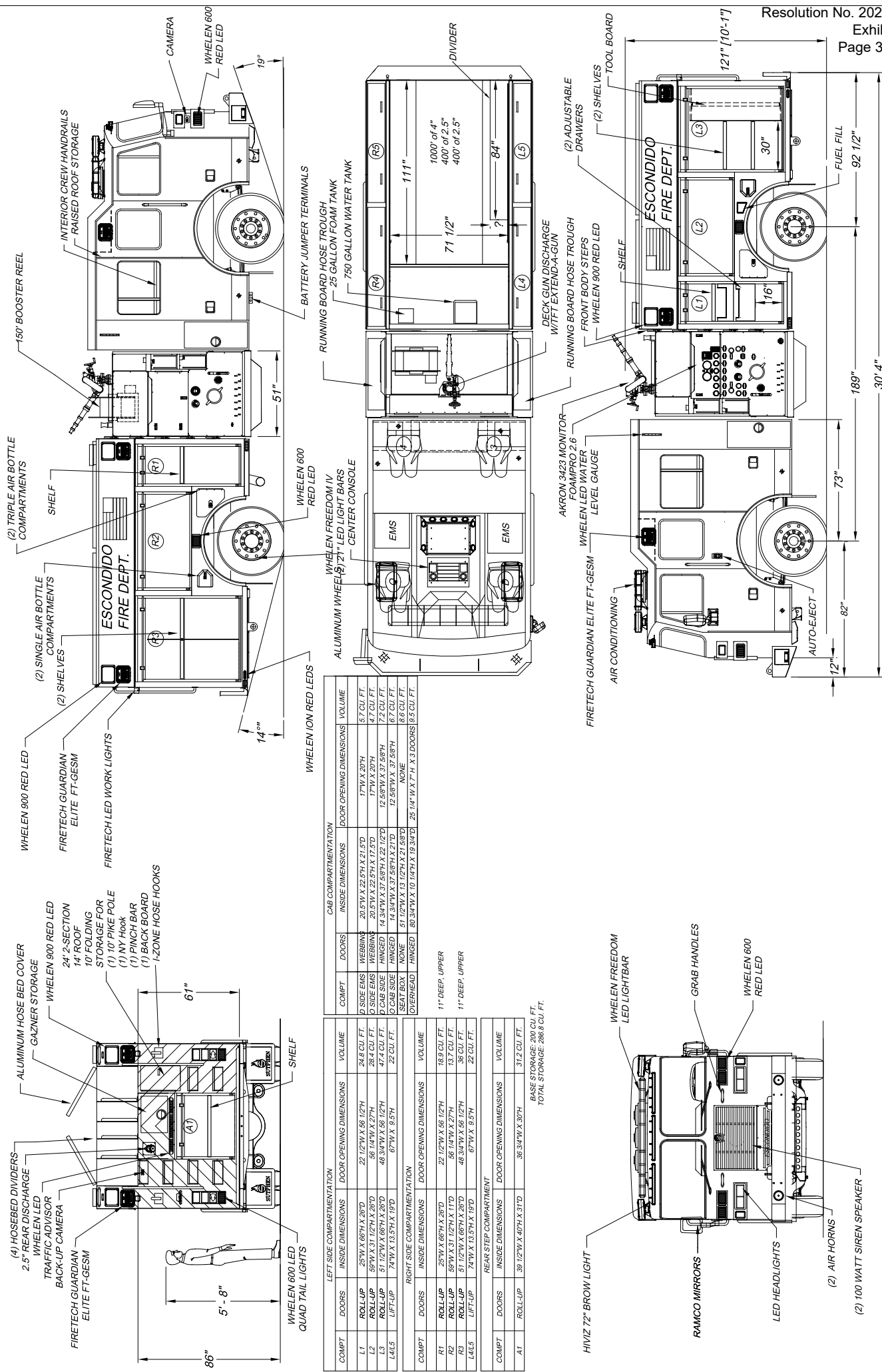
The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

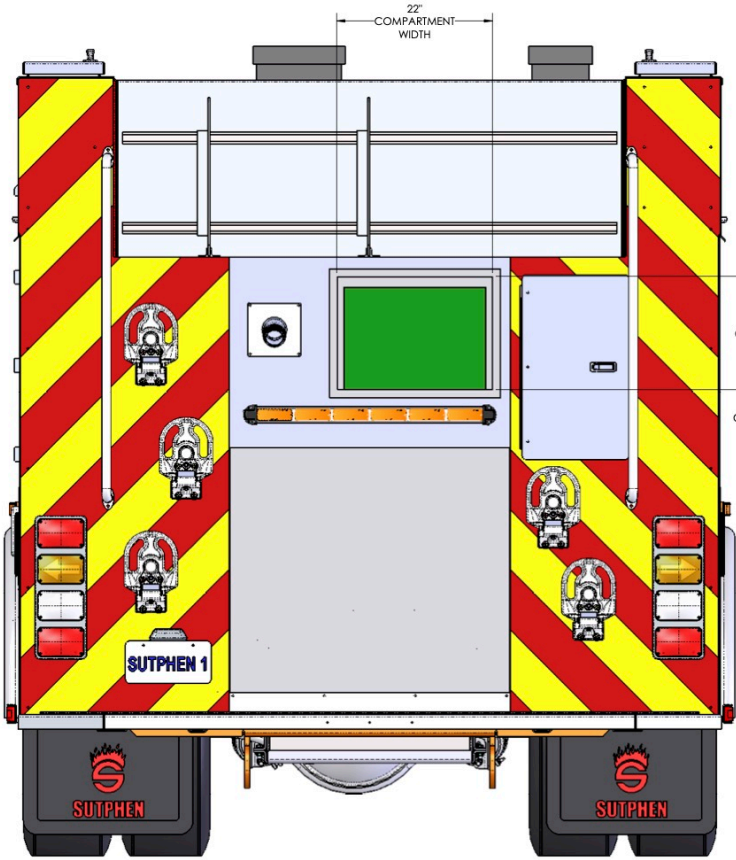
Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion: (a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.







COMPARTMENT TO HAVE FULL WIDTH FULL HEIGHT LID.

LID TO OPEN UPWARDS.

LID TO HAVE LIFT TO RELEASE DOOR PROP (MCMASTER P/N:11615A11).

LID TO HAVE D-RING HANDLE CENTERED LOW ON DOOR

DIMENSIONS ARE IN INCHES DIMENSIONAL TOLERANCES (UNLESS OTHERWISE NOTED)		 <div>CONFIDENTIAL: THIS DOCUMENT IS THE CONFIDENTIAL AND PROPRIETARY PROPERTY OF SUTPHEN CORPORATION. THE USE, REPRODUCTION OR DISCLOSURE, IN WHOLE OR IN PART, OF THE DOCUMENT OR THE INFORMATION CONTAINED THEREIN, IS STRICTLY PROHIBITED WITHOUT PRIOR WRITTEN AUTHORIZATION OF SUTPHEN CORPORATION.</div> <div>SUTPHEN CORPORATION FIRE APPARATUS SINCE 1890 6450 EITERMAN ROAD DUBLIN, OH 43016 800-848-5860</div>	
.XX = ±.06	ANGLE = ±1°		
.XXX = ±.031	FRACT = ±1/16		
MATERIAL	DESCRIPTION		
MATERIAL THICKNESS =	HS-7380-82 OVER A1 COMPARTMENT		
FINISH	AX ITEM NUMBER	DOCUMENT NUMBER	SHEET
WEIGHT	29125.6 LBS		1 OF 1

 Sutphen Component Report Dealership: Republic Fire Equipment_2 (Scott)	HS- City of Escondido, California Customized Pumper
	Order#: DQ018449-1 Contact: Craig Tebbe Position: Fire Captain/ APP. COMM. LEAD Phone: 760-839-5400 Mobile: 760-473-0796 Email: craig.tebbe@escondido.gov

Bill To	Ship To
Customer: City of Escondido Contact: Edid Molina Address: 201 N. Broadway Escondido, California 92025	Customer: City of Escondido Fleet Services/Public Works Contact: Jeremiah Jennings, Fleet Superintendent Address: 475 N. Spruce Escondido, California 92025

Comments
Project Manager: Sales Territory Manager: Keith Exel Sales Person: Scott Barratt - Republic Fire Equipment Revision Level: Initial Proposal Truck Type: Full Custom Monarch Cab, Heavy Duty Pumper, PA-12 Aluminum Body Body Facility: Urbana, OH

Quote Line Number 1

Line	Item #	Qty	Item Description/Comments
1	Urbana	1	Facility = Urbana
2		1	**ENG Truck Series = Customized
3		1	**ENG Pump Module Series = Customized Module
4		1	**ENG Electrical System = Point-to-Point
5	Sourcewell	1	Cooperative Purchasing = Sourcewell Cooperative Purchasing Contract "113021SUT"
6	10000230	1	DETAILED WIRING SCHEMATIC (USB)
7	10088888	1	SPECIAL ITEM, Reference HS-7980 - 81
8		1	**CLAR NOTES, Reference HS-7980 - 81 attempt to mirror as much as possible.
9	10001200	1	MAXIMUM APPARATUS HEIGHT = As low as possible
10		1	**ENG Overall Apparatus Height = 10' 1" +/- 2".
11	10001220	1	MAXIMUM APPARATUS LENGTH = As short as possible
12		1	**ENG Overall Apparatus Length = 30' 2" +/- 2".

Line	Item #	Qty	Item Description/Comments
13	10310100	1	CHASSIS
CHASSIS			
14	10010006	1	CHASSIS, CUSTOM
15		1	**ENG Modified Wheelbase
16	51070189	1	Wheelbase = 189
17		1	**ENG Wheelbase Note = Wheelbases and component designs may be subject to change pending finalized designs from Cummins on 2027 EPA compliant aftertreatment systems.
18		1	**ENG AF Number = TBD
19	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)
20	45040100	1	FRONT BUMPER CLIP
21	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
22	45030220	1	ADDITIONAL FRONT TOW EYES, TOP OF BUMPER, PAINTED
23	46010000	1	REAR TOW EYES, PAINTED
24	40010250	1	STEERING - ROSS TAS-85
25	40010500	1	STEERING GEAR WARRANTY, ROSS, 1-YEAR
26	22010050	1	DRIVE LINE, SPICER, 1810 SERIES
27	23015100	1	ENGINE, CUMMINS X10 HHD 450HP DOC-DPF-DEF-SCR OBD
28	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
29	23029400	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
30	23030006	1	AIR INTAKE/EMBER SEPARATOR
31	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230
32	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN
33	47012525	1	TRANSMISSION, ALLISON GEN 6, EVS4000R W/RETARDER (X10HHD, X12, X15)
34	47020100	1	TRANSMISSION WARRANTY, ALLISON, 5 YEARS
35	23110000	1	JACOBS ENGINE BRAKE
36	47024050	1	TRANSMISSION COOLER
37	47030000	1	ALLISON TOUCH PAD SHIFTER
38	47030110	1	SHIFTER PAD GEARING, 6 GEARS OPEN

Line	Item #	Qty	Item Description/Comments
39	21021200	1	COOLING SYSTEM
40	21030195	1	COOLANT FILTER
41	21030000	1	FAN CLUTCH
42	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
43	47088888	1	SPECIAL ITEM, Allison T-Handle Shifter
44		1	**CLAR NOTES, Reference HS-7980 - 81
45	47088888	1	SPECIAL ITEM, FOOT PEDAL RETARDER CONTROL
46		1	**CLAR NOTES, IOL standard controls, a Hand Control Joystick retarder control will be provided. Located between the driver dash and hood. Reference HS-7980.
47		1	**CLAR NOTES,
48	26010000	1	FUEL TANK, STEEL, 65 GALLON
49	26030000	1	FUEL FILL
50	26030100	1	FUEL COOLER
51	24040000	1	DIESEL EXHAUST FLUID TANK
52		1	**ENG DEF Access = Hinged Door for DEF Access.
53	24530200	1	EXHAUST ADAPTER FOR PLYMOVENT GRABBER SYSTEM
54	13010225	1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003
55	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
56	15010520	1	BATTERIES, INTERSTATE TYPE 31 MHD (4) & (2) REMOTE MOUNTED
57	15030300	1	KUSSMAUL STARTGUARD
58	15031700	1	BATTERY JUMPER TERMINALS
59	15031515	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012 W/REMOTE BAR GRAPH DISPLAY
60		1	**ENG Battery Charger Display Location: In driver's seat riser.
61		1	**ENG Battery Charger Note: Chassis Division to provide/install battery charger & Auto Eject (if applicable)
62	15030430	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT, 90° OPENING COVER 091-55-20-120
63		1	**ENG Shoreline Inlet Location = Driver's side of Cab, standard location.


Line	Item #	Qty	Item Description/Comments
64		1	**ENG Shoreline Cover Color = Red.
65		1	**CLAR NOTES, Additional remote batteries are to be isolated and "clean power" for coms and computer systems. Including all the power and ground studs in the following areas: Upper command console. Lower command console. Forward overhead storage drivers side.
66	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.
67	14030120	1	FRONT AXLE WARRANTY, HENDRICKSON, 5 YEARS
68	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS
69	41030035	1	FRONT SUSPENSION WARRANTY, HENDRICKSON, 3 YEARS (PAIRED W/HENDRICKSON REAR SUSPENSION)
70	41040510	1	STEER ASSIST
71	43010306	1	FRONT TIRES, GOODYEAR 385/65R22.5 LRJ ARMOR MAX PRO 22.5 x 12.25 WHEELS
72	14510520	1	REAR AXLE, MERITOR RS-24-160 24,000 LB.
73	14530010	1	REAR AXLE WARRANTY, MERITOR, 3 YEARS
74	14530100	1	TOP SPEED, 68 MPH
75	14530325	1	DRIVER CONTROLLED SIDE-TO-SIDE DIFFERENTIAL LOCK-MERITOR
76	42010010	1	REAR SUSPENSION, HENDRICKSON FIREMAAX 24,000 LBS. AIR RIDE
77	42030035	1	REAR SUSPENSION WARRANTY, HENDRICKSON, 3 YEARS (PAIRED W/HENDRICKSON FRONT SUSPENSION)
78	44010308	1	REAR TIRES, GOODYEAR 12R22.5 X 8.25 LRH ENDURANCE RSA HIGHWAY 24,000 - 27,000 GVWR
79	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE
80	44210220	1	WHEELS, ALUM, ALCOA, DURABLACK (max 27K rear)
81	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
82	44271100	1	MUD FLAPS, FRONT (PAIR)
83	44271200	1	MUD FLAPS, REAR (PAIR)
84	44088888	1	SPECIAL ITEM, BLACKOUT ITEMS
85		1	**CLAR NOTES, Blackout items - Front and rear hub cover Front and rear lug covers
86	16010265	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, MERITOR DISC PLUS EX225 REAR (SINGLE AXLE)

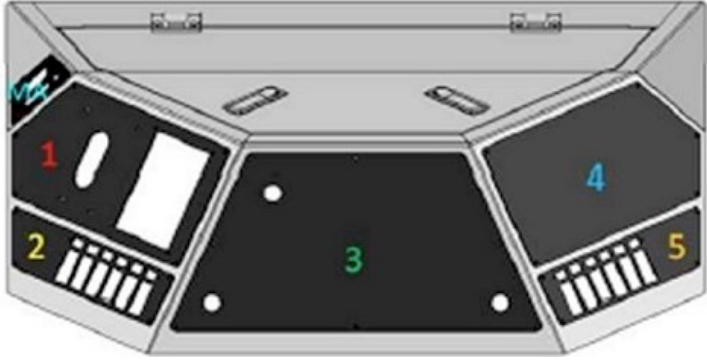
Line	Item #	Qty	Item Description/Comments
87	18010041	1	AIR BRAKE SYSTEM 4 TANKS WABCO 1200 DRYER (24K, 27K)
88	18015000	1	WABCO ABS BRAKING SYSTEM WARRANTY, 3 YEARS /300,000 MILES
89	18030010	1	AIR BRAKE RELEASE VALVE, WABCO
90	18020000	1	CENTRAL LOCATION FOR AIR TANK DRAINS
91		1	**ENG Specify Central Location for Air Tank Drain Valves = Under L1 Compartment
92	18030140	1	AIR INLET CONNECTION W/CHECK VALVE
93		1	**ENG Standard Air Inlet Location = Left hand side of Driver's step well.
94	18030150	1	AUXILIARY AIR INLET CONNECTION
95		1	**ENG Air Inlet Location = STANDARD LOCATION = LEFT HAND SIDE OF DRIVER'S STEP WELL.
96	18033000	1	KUSSMAUL 091-28 AIR EJECT W/FEM COUPLING
97		1	**ENG Air Eject Location = Determined at Pre-Con.
98		1	**ENG Air Eject Cover Color = Yellow.
99	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
100	18210000	1	ELEC STABILITY CONTROL SYST
101	18110050	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES W/ASR (24K, 27K)
102	18142000	1	ASR DISCONNECT SWITCH ON DASH
103	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
104	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
105	54010010	1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE
106	54088888	1	SPECIAL ITEM, SPECIAL ITEM, AIR BRAKE SYST 4 TANKS, BENDIX AD-IP AIR DRYER
107		1	**CLAR NOTES, Reference HS-7980
108	10310110	1	CAB
CAB			
109	11023250	1	CAB TSAL4E 73" 10" RR 1/2
110	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
111	11030950	1	CAB LOCKDOWN LATCHES
112	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE

Line	Item #	Qty	Item Description/Comments
113	11031030	1	CAB TILT CONTROL LOCATION, OFFICER'S SIDE PUMP PANEL
114	11031100	1	MANUAL BACK-UP TILT SYSTEM
115	11031355	1	CAB DOORS, BARRIER STYLE (4)
116	11031375	1	CAB DOOR LOCKS, ELECTRIC (KEYLESS ENTRY)
117	11031380	1	KEYLESS ENTRY OVERRIDE
118	11031365	1	LOWER CAB STEP WELLS, RAPTOR (BLACK) & TREADPLATE BACK & SIDE WALLS (EA) (4)
119	11031385	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
120	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
121	11031421	1	CAB DOOR WINDOWS, POWER (4)
122	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
123	11031460	1	NO WINDOWS, BACK WALL OF CAB
124	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (4)
125	52010010	1	ELECTRIC INTERMITTENT WIPERS
126	52030200	1	WINDSHIELD WASHER RESERVOIR
127	38010215	1	MIRRORS, RAMCO HEATED & REMOTE RGT COWL MNT LFT DOOR MNT
128	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X SERIES)
129	11024510	1	FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED
130	11024615	1	LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING
131		1	**ENG Design for lower grille w/LED backlight = "ESCONDIDO" Blue LED. (Note: Text cannot be larger than air cut-outs.)
132	32588888	1	SPECIAL ITEM, SPECIAL ITEM, (2) TWO SWITCHES, DRIVER CONTROLS, CAB DOOR LOCK/UNLOCK, BODY DOOR LOCK/UNLOCK
133		1	**CLAR NOTES, Reference HS-7980
134	20028888	1	SPECIAL Bumper BUMPER, 12" WUI, PAINTED FORMED STEEL CHANNEL
135		1	**CLAR NOTES, Reference HS-7980
136		1	**ENG Siren Speaker Perforations = No Speaker Perforations in Bumper.
137	20029830	1	BUMPER SIDES, PAINTED STEEL, W/POCKET (12-24" EXTENSION)
138	20042140	1	PROTECTIVE BUMPER COATING, RAPTOR, TOP EDGE OF FRONT BUMPER

Line	Item #	Qty	Item Description/Comments
139		1	**ENG Protective Bumper Coating Color = Black.
140	12010430	1	AIR HORNS, DUAL, HADLEY E TONE H09318AC ROUND, 18", THRU BUMPER
141		1	**ENG Air Horns Location: Outboard, (1) each side.
142	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON
143	12040010	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE
144	12510109	1	ELEC SIREN, WHELEN 295HFSA7, REMOTE FLUSH MOUNT WITH REMOVABLE MIC
145	12620202	1	SIREN SPEAKER, 100W, WHELEN, SA314B, BLACK FINISH (PAIR)
146	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
147	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS (MIXED UPPER WARNING & TURN SIGNAL)
148		1	**ENG Headlight Interior Finish = Chrome.
149	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4) (MIXED HOUSING)
150	32530700	1	DAYTIME RUNNING LIGHTS
151	32530754	1	ICC, LED BROW LIGHT INTEGRATED MARKERS
152		1	**CLAR NOTES, Headlight housing bezel exterior finish blackout.
153	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
154	27030610	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (1)
155	27030650	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (1)
156	27030710	1	HANDRAILS, FRONT OF CAB, KNURLED STAINLESS STEEL (PAIR)
157	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
158	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
159	27040100	1	INTERIOR DOOR, NYLON STRAP (FRONT & REAR CAB DOORS)
160	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS
161	11031930	1	EXTERIOR DOOR, HINGED, PAINTED
162	11032610	1	DRIVER SIDE, LEFT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
163	11032410	1	EXTERIOR COMPARTMENT DOOR LOCK
164	11032110	1	OPENING TO DRIVER'S SIDE CREW SEAT COMPT

Line	Item #	Qty	Item Description/Comments
165	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS
166	11031930	1	EXTERIOR DOOR, HINGED, PAINTED
167	11032620	1	OFFICER'S SIDE, RIGHT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
168	11032410	1	EXTERIOR COMPARTMENT DOOR LOCK
169	11032120	1	OPENING TO OFFICER'S SIDE CREW SEAT COMPT
170	11032388	1	SPECIAL ITEM, Extend crew floor into exterior side compartments.
171		1	**CLAR NOTES, Reference HS-7980
172	11032388	1	SPECIAL ITEM, Poly tray under forward facing crew seat compartment
173		1	**CLAR NOTES, Reference HS-7980
174	11035570	1	REAR EXTERIOR WALL EDGES, POLISHED STAINLESS, 1" WIDE, FULL HEIGHT
175	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
176	31010285	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/GRAY-BLACK DURAWEAR
177	11032929	1	DOOR PANEL, FULL STS
178	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED
179	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
180	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
181	11031680	1	CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE
182	22610055	1	ENGINE HOOD LIGHT, LED (2)
183	11031509	1	GLOVE BOX, FDNY STYLE
184	11031702	1	UPPER CREW DOOR AREA, GLOVE BOX HOLDERS (FLAT BACK)
185	31088888	1	SPECIAL ITEM, CLIP BOARD ON GLOVE BOX DOOR
186		1	**CLAR NOTES, Reference HS-7980
187	31088888	1	SPECIAL ITEM, BULLARD QXT BUNDLE
188		1	**CLAR NOTES, Reference HS-7980
189	31088888	1	SPECIAL ITEM, COMMUNICATIONS EQUIPMENT
190		1	**CLAR NOTES, Comms Equipment: - Motorola APX6500 05 800MHZ two head units

Line	Item #	Qty	Item Description/Comments
			<ul style="list-style-type: none"> - Antenna above for laird A8063 800-896 MHZ 3db, Open coil mobile Antenna 14" - Kenwood NX5700 VHF two head units - Antenna for above MWV1365S 136-174 MHZNO tune wideband VHF Antenna 21"
191	31088888	1	SPECIAL ITEM, ENGINE HOOD LIGHT, (LED) 1 FIRETECH, FT-CU-AQX WHITE HOUSING WIRED BATTERY HOT
192		1	**CLAR NOTES,
193	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
194	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
			<p>Upper Command Console:</p> 
195		1	**ENG Overhead Console Panel's Finish: Black Wrinkle.
196		1	**ENG Overhead Console Position 1 #1 MASTER EMERGENCY #2 FRONT SCENE #3 LEFT SCENE #4 RIGHT SCENE #5 REAR SCENE #6 WORK LIGHTS #7 LEFT ALLEY LIGHT #8 RIGHT ALLEY LIGHT #9 GROUND LIGHT SWITCH, ON WITH OR WITHOUT PARK BRAKE SET #10 BLANK
197		1	**ENG Overhead Console Position 2 TRAFFIC ADVISOR CONTROL HEAD
198		1	**ENG Overhead Console Position 3 HVAC CONTROLS, CAMERA MONITOR BELOW HVAC.
199		1	**ENG Overhead Console Position 4 CHASSIS INDICATORS, DOOR OPEN INDICATORS, SEAT BELT MONITOR, DECK GUN
200		1	**ENG Overhead Console Position 5 FIRECOM CONTROL HEAD
201		1	**ENG Overhead Console Position 6 STEREO AM/FM/WB/BT BOTTOM LEFT. KENWOOD VHF TOP RIGHT
202		1	**ENG Overhead Console Position 7 STACKED MOTOROLA AUX CONTROL ON TOP LEFT MOTOROLA 800 MHZ BOTTOM LEFT
203	30010508	1	LOWER COMMAND CONSOLE, X10

Line	Item #	Qty	Item Description/Comments
			
204		1	**ENG Lower Command Console Finish: Black Urethane.
205		1	**ENG Lower Console Panel's Finish: Black Wrinkle.
206		1	**ENG Lower Console Position 1 TRANSMISSION T-HANDLE SHIFTER, SIREN HEAD MOUNTED TO THE LEFT TO THE LEFT OF T-SHIFTER.
207		1	**ENG Lower Console Position 2 #1 JAKE BRAKE ON/OFF #2 JAKE BRAKE HI/MED/LOW #3 TRANS RETARDER #4 HIGH IDLE #5 CITY HORN/AIR HORN #6 DCDL ACTIVATION #7 ASR SWITCH
208		1	**ENG Lower Console Position 3 PARK BRAKE SWITCH #1 CAB LOCK/UNLOCK #2 BODY LOCK/UNLOCK POWER POINTS NOTED BELOW
209		1	**ENG Lower Console Position 4 BLANK
210		1	**ENG Lower Console Position 5 #1 MASTER EMERGENCY #2 AIR HORN #3 FRONT SCENE #4 LEFT SCENE #5 RIGHT SCENE #6 REAR SCENE #7 BLANK
211	30010710	1	CAB PUMP SHIFTER, AIR (FOR HALE G-SERIES PUMP TRANSMISSION)
212	30011000	1	PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER
213	30031610	1	DO NOT MOVE LIGHT, WHELEN TIR3 LED
214		1	**ENG Details for Door Ajar Light = COLOR = RED LENS COLOR = CLEAR BEZEL = BLACK
215		1	**ENG Door Ajar Light Location = Centered below upper command console.

Line	Item #	Qty	Item Description/Comments
216	29930200	1	MAPBOOK SLOT ON BREAKER PANEL
217	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
218	30031100	1	HIGH IDLE SWITCH
219	11040000	1	CAB ACCESSORY FUSE PANEL
220	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
221		1	<p>**ENG Requirements (AMPS) for Power/Ground Studs in Upper Command Console:</p> <p>(1) 12-volt 60-amp, direct to the battery ignition off.</p> <p>(1) 12-volt 30-amp switched battery first position on ignition switch.</p> <p>(1) 12-volt 30-amp ignition power second position on ignition switch.</p> <p>(1) 12-volt 125-amp ground.</p>
222	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE
223		1	<p>**ENG Requirements (AMPS) for Power/Ground Studs in Lower Command Console:</p> <p>(1) 12-volt 60-amp, direct to the battery. (1) 12-volt 30-amp controlled by the ignition switch. (1) 12-volt 125-amp ground.</p>
224	84541550	1	POWER & GROUND STUDS, UNDER OFFICER'S SEAT
225		1	<p>**ENG Requirements (AMPS) for Power/Ground Studs Under Officers Seat:</p> <p>(1) 12-volt 40-amp controlled by the battery switch. (1) 12-volt 60-amp controlled by the ignition switch. (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 100-amp ground.</p>
226	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
227	30031810	2	12V POWER POINT (2)
228		1	**ENG Power Point Location #1: Lower Console Position 3, Driver's corner.
229	30031840	3	12V DUAL POWER POINT, USB/USBC, KUSSMAUL (3)
230	30088888	1	SPECIAL ITEM, POWER 7 GROUND STUDS FORWARD OVERHEAD STORAGE, DRIVERS SIDE
231		1	<p>**CLAR NOTES, SPECIAL ITEM, MOVE POWER & GROUND STUDS FROM UNDER OFFICER'S SEAT TO FORWARD OVERHEAD STORAGE, DRIVERS SIDE. Reference HS-7980.</p> <p>There shall be a minimum of four (4) threaded power studs provided to accommodate the future installation of two-way radio brains.</p> <p>The studs shall be wired as follows:</p> <ul style="list-style-type: none"> One (1) 12-volt 40-amp controlled by the battery switch One (1) 12-volt 60-amp controlled by the ignition switch One (1) 12-volt 60-amp, direct to the battery One (1) 12-volt 100-amp ground <p>This will be "clean power" from the two isolated batteries.</p>
232		1	**CLAR NOTES, Relocate pump shift, Left of steering column under dash. Reference HS-7980
233	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)

Line	Item #	Qty	Item Description/Comments
234	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
235	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
236	28020500	1	AIR CONDITIONING WARRANTY, 1 YEAR
237	28090003	1	HEAT TO FEET
238	28090100	1	A/C TO FACE
239	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
240	11031685	1	TOP HEAT/AC STORAGE, MAP BOOK COMPARTMENT
241	38528888	1	SPECIAL Driver's Seat DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (VINYL PLUS, LOW SEAM)
242		1	**CLAR NOTES, All seating reference HS-7980, Bostrom Sierra High back air ride ABTS (vinyl plus low seam)
243	38340110	1	PRIMARY SEAT POSITION
244	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
245	38320000	1	HELMET STORED IN COMPARTMENT
246	39028888	1	SPECIAL Officer's Seat OFFICER'S SEAT, BOSTROM SIERRA 500 HIGH BACK ABTS AIR RIDE (VINYL PLUS, LOW SEAM)
247	38340110	1	PRIMARY SEAT POSITION
248	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
249	39030020	1	OFFICER'S SEAT COMPT, FRONT DOOR
250	38320000	1	HELMET STORED IN COMPARTMENT
251	39528889	1	SPECIAL Crew Seat EMS CABINET, REAR FACING, EXTERIOR HINGED & INTERIOR ROLL-UP DOOR, DRIVER
252		1	**CLAR NOTES, SPECIAL HEIGHT EMS CABINET REAR FACING BEHIND DRIVER - HEIGHT TO BE SAME HEIGHT AS HEIGHT OF TOOL MOUNTING PLATE ON TO P OF AC UNIT, APPROX 23" BLACK WEBBING TO BE ATTACHED AT TOP, PLASTIC BUCKLES AT BOTTOM.
253	11032210	1	INTERIOR ACCESS, BLACK WEBBING
254	11032312	1	ADJUSTABLE SHELVES, EMS COMPT (2)
255	39528889	1	SPECIAL Crew Seat 2 EMS CABINET, REAR FACING, EXTERIOR HINGED & INTERIOR ROLL-UP DOOR, OFFICER
256		1	**CLAR NOTES, SPECIAL HEIGHT EMS CABINET REAR FACING BEHIND OFFICER - HEIGHT TO BE SAME HEIGHT AS HEIGHT OF TOOL MOUNTING PLATE ON TO P OF AC UNIT, APPROX 23" BLACK WEBBING TO BE ATTACHED AT TOP, PLASTIC BUCKLES AT BOTTOM.
257	11032210	1	INTERIOR ACCESS, BLACK WEBBING

Line	Item #	Qty	Item Description/Comments
258	11032315	1	ADJUSTABLE SHELVES, NOT PROVIDED
259	39528888	1	SPECIAL Crew Seat 3 BOSTROM SIERRA 500 HIGH BACK ABTS AIR RIDE (VINYL PLUS, LOW SEAM)
260	38340120	1	SECONDARY SEAT POSITION
261	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
262	38320000	1	HELMET STORED IN COMPARTMENT
263	39528888	1	SPECIAL Crew Seat 4 BOSTROM SIERRA 500 HIGH BACK ABTS AIR RIDE (VINYL PLUS, LOW SEAM)
264	38340120	1	SECONDARY SEAT POSITION
265	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
266	38320000	1	HELMET STORED IN COMPARTMENT
267	39550100	1	SEAT COLOR, GRAY
268	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
269	39710015	1	FULL WIDTH CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)
270	39588888	1	SPECIAL ITEM, SPECIAL ITEM, CREW SEAT COMPT, BOLT ON REMOVABLE PANELS WITH GASKET SEALS (73" CAB).
271		1	**CLAR NOTES, Reference HS-7980
272	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS
273	84541601	1	MOUNTING OF CUSTOMERS RADIO-DUAL HEAD
274		1	**ENG Radio Make & Model = - MOTOROLA APX6500 05 800 MHZ & KENWOOD NX5700 VHF
275		1	**ENG Radio Head Mounting Location = Overhead Command Console Position 7.
276		1	**ENG Radio Unit Mounting Location = Under Officer's Seat. (Remote Head Radio)
277	84541750	3	INSTALLATION OF 2-WAY RADIO ANTENNA BASE MOUNT W/CABLE (3)
278		1	**ENG Antenna Note: = Chassis to install a PCTEL thick surface mount antenna base w/ 30' coax cable, PN: KE794.
279		1	**ENG Antenna Termination Location #1 = Under Officer's Seat. (Remote Head Radio)
280		1	**ENG Antenna Termination Location #2 = TBD @ Precon.
281		1	**ENG Antenna Termination Location #3 = TBD @ Precon.
282	84541500	1	WIRING OF CAB FOR FUTURE INSTALLATION OF HANDLIGHT CHARGERS OR RADIO CHARGERS
283		1	**ENG Define location of future components (where does the power need to terminate)? = CUSTOMER WILL INSTALL:

Line	Item #	Qty	Item Description/Comments
			<p>(1) KENWOOD DUAL HEAD REMOTE VHF RADIO (1) MOTOROLA DUAL HEAD REMOTE RADIO EACH RADIO REMOTE HEAD WILL BE INSTALLED IN THE UPPER CONSOLE AND IN THE L1 BODY COMPARTMENT.</p> <p>SUTPHEN WILL ORDER AND INSTALL: - (1) HKNG169 17' Wiring for Motorola Head unit ran from Overhead Storage (crew area, driver side) to Upper Console Position #7 -(1) HKNG166 75' Wiring for Motorola Head unit ran from Overhead Storage (crew area, driver side) to L1 body compartment. Sutphen must order and install - (1) KCT-71M2 17' Wiring for Kenwood Head unit ran from Overhead Storage (crew area, driver side) to Upper Console Position #6 -(1) KCT-71A50 50' Wiring for Kenwood Head unit ran from Overhead Storage (crew area, driver side) to L1 body compartment. Also need to install - (2) sets of Speaker wire from Overhead Storage (crew area, driver side) to Upper Console, 1 for EACH RADIO.</p>
284		1	<p>**ENG Power supply wired hot to battery or wired to ignition switch? = ANTENNAS DETAIL:</p> <p>ENG - Antenna HAF4016A</p> <p>Sutphen to supply antenna Antenna Termination Location #1 = Terminated = Overhead Storage (crew area, driver side)</p> <p>**ENG - Antenna HAF4013A Sutphen to supply antenna Antenna Termination Location #2 = Front Overhead Storage, Driver Side</p> <p>THIRD ANTENNA POSSIBLY HARADA OR LOW PROFILE(SHARK FIN) TBD AT PRECON</p>
285	30080150	1	HD STEREO, JENSEN, AM/FM/WB/BT
286	84560230	1	CAMERA SYSTEM, SAFETY VISION SV-CLCD0-70 (WIRED)
287	84560330	2	MINI CAMERA, SAFETY VISION SV-200S (2)
288	84560310	2	ADDITIONAL CABLE, SAFETY VISION SV-523 65' (2)
289		1	**ENG Camera Mounting Location Rear of Body.
290		1	**ENG Camera Monitor Mounting Location TBD @ Precon.
291	11088888	1	SPECIAL ITEM, FIRECOM WIRED INTERCOM SYSTEM
292	11088888	1	SPECIAL ITEM, DOUBLE GLOVE BOX HOLDER ON THE CEILING
293		1	**CLAR NOTES, Reference HS-7980

Line	Item #	Qty	Item Description/Comments
294		1	**CLAR NOTES, --Stereo to have recessed speakers above driver and officer
295	10310200	1	PUMP & PLUMBING
PUMP & PLUMBING			
296	60012550	1	QMAX-2000 GPM 6" SUCTION SINGLE STAGE PUMP
297	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED
298	60026020	1	MECHANICAL PUMP SEAL, HALE
299	60031005	1	ALLOY ANODES, HALE (2)
300	60035123	1	PUMP TEST, THIRD PARTY TESTING
301	61510010	1	DELETE AUXILIARY COOLER (HEAT EXCHANGER)
302	62010002	1	STAINLESS STEEL PIPING
303	66020100	1	3" TANK TO PUMP W/CHECK VALVE
304	61720100	1	VALVE, AKRON HEAVY DUTY
305	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
306	73010201	1	TANK FILL 2"
307	61720100	1	VALVE, AKRON HEAVY DUTY
308	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
309	61020007	1	PRESSURE GOVERNOR, FIRE RESEARCH, PUMP BOSS MAX
310	61210410	1	INTAKE PRESSURE CONTROL, TFT A1831
311		1	**CLAR NOTES, SET @ 150PSI.
312	63021100	1	6" MAIN SUCTION, LEFT SIDE
313	63035100	1	TFT BALL INTAKE VALVE
314	65030000	1	2.5" LEFT SIDE INLET
315	61720100	1	VALVE, AKRON HEAVY DUTY
316	61770100	1	ACTUATOR, VALVE, SWING HANDLE
317	60036010	1	THREADS, NST
318	63025100	1	6" MAIN SUCTION, RIGHT SIDE
319	63030400	1	HALE MASTER INTAKE VALVE, ELEC

Line	Item #	Qty	Item Description/Comments
320	63060100	1	RELIEF VALVE FOR MIV
321	64030000	1	2.5" RIGHT SIDE INLET
322	61720100	1	VALVE, AKRON HEAVY DUTY
323	61770100	1	ACTUATOR, VALVE, SWING HANDLE
324	60036010	1	THREADS, NST
325	63078888	1	SPECIAL Adapter for Left Suction ADAPTER, 6" NST FE X 4" NST FE, ELBOW W/ DETENT SWIVEL TFT, W/CAP & CHAIN TRIDENT
326		1	<p>**CLAR NOTES, ADAPTER, 6" NST FE X 4" NST FE, ELBOW W/ DETENT SWIVEL TFT, W/CAP & CHAIN TRIDENT</p> <p>TFT Elbow w/ Detent Swivel - 6" (150 mm) NHF Swivel Rocker x 4" (100 mm) NHF Swivel Handle</p> <p>-(1) AJ7NP-NX AX XXXXXXXX</p> <p>-(1) PLUG, 4"chrome R/lug w/chain 01.045.0 AX 10070263</p>
327	70525125	1	2.5" DISCHARGE, LEFT - POSITION 1
328	61720100	1	VALVE, AKRON HEAVY DUTY
329	61770110	1	ACTUATOR, VALVE, PUSH/PULL W/RACK& SECTOR
330	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
331	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
332	60036010	1	THREADS, NST
333	61840100	1	ADAPTER, 2.5"NST FE X 1.5" NST M W/CAP & CHAIN
334	70525125	1	2.5" DISCHARGE, LEFT - POSITION 2
335	61720100	1	VALVE, AKRON HEAVY DUTY
336	61770110	1	ACTUATOR, VALVE, PUSH/PULL W/RACK& SECTOR
337	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
338	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
339	60036010	1	THREADS, NST
340	61840100	1	ADAPTER, 2.5"NST FE X 1.5" NST M W/CAP & CHAIN
341	71025125	1	2.5" DISCHARGE, RIGHT - POSITION 3
342	61720100	1	VALVE, AKRON HEAVY DUTY
343	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS

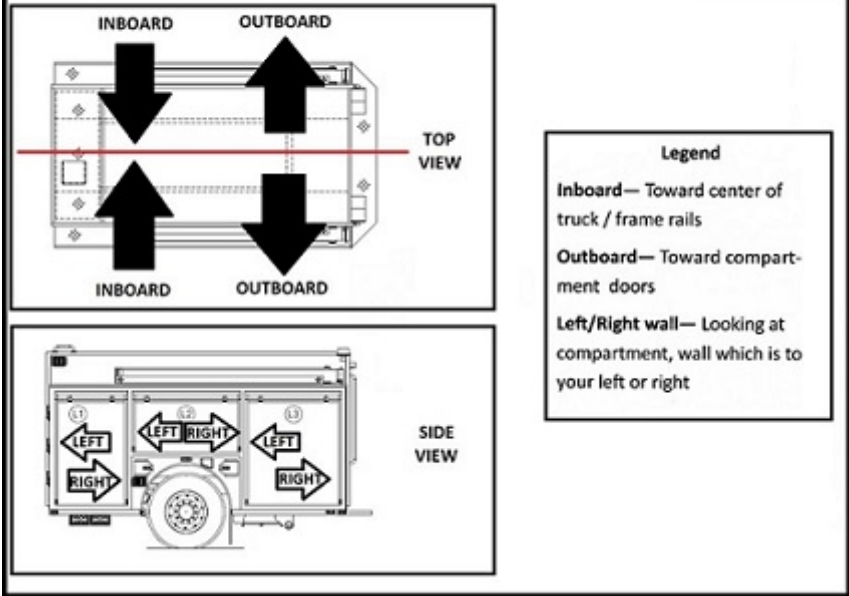
Line	Item #	Qty	Item Description/Comments
344	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
345	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
346	60036010	1	THREADS, NST
347	61840100	1	ADAPTER, 2.5"NST FE X 1.5" NST M W/CAP & CHAIN
348	71025130	1	3" DISCHARGE, RIGHT - POSITION 4
349	61720100	1	VALVE, AKRON HEAVY DUTY
350	61770200	1	ACTUATOR, VALVE, AKRON HANDWHEEL
351	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
352	61810160	1	DISCHARGE TERMINATION, STRAIGHT
353	60036010	1	THREADS, NST
354	61888888	1	SPECIAL Adapter for Discharge #4 ADAPTER, 4" NST FE X 4" NST M, 30-DEGREE W/CAP & CHAIN
355		1	**CLAR NOTES, ADAPTER, 4" NST FE X 4" NST M, 30-DEGREE W/CAP & CHAIN (1) 4.0"F NH swivel x 4.0" M NH 30° 01.058.20 AX 10124131 (1) CAP 4" NST Rocker Lug Chrome W/Chain 01.021.6 AX 10000452
356	71530100	1	DISCHARGE 2.5" VALVE 2.5" PIPE TO LEFT REAR
357	61720100	1	VALVE, AKRON HEAVY DUTY
358	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
359	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
360	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
361	60036010	1	THREADS, NST
362	61840100	1	ADAPTER, 2.5"NST FE X 1.5" NST M W/CAP & CHAIN
363	72230000	1	DISCHARGE 1.5" FRONT BUMPER, 2" PLUMBING
364	61720100	1	VALVE, AKRON HEAVY DUTY
365	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
366	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
367	60036010	1	THREADS, NST
368		1	**ENG Front Bumper Swivel Location/Side = Driver's side.

Line	Item #	Qty	Item Description/Comments
369		1	**ENG Front Discharge Swivel Location/Trough = Top of Bumper.
370	72240100	1	VERTICAL STOP PINS FOR FRONT BUMPER SWIVEL
371		1	**ENG Vertical Stop Pins = Installed one each side of the front bumper swivel to keep the hose from swinging into the cab.
372	72530100	1	DECK GUN DISCHARGE 3"
373	61720100	1	VALVE, AKRON HEAVY DUTY
374	61770200	1	ACTUATOR, VALVE, AKRON HANDWHEEL
375	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
376	72570110	1	DECK GUN TERMINATION, FLANGED
377	72554800	1	MONITOR, AKRON APOLLO 3423 W/QUAD STACKED TIPS & STREAM SHAPER
378	72570200	1	EXTEND-A-GUN, TASK FORCE TIPS XG18, MANUAL
379	72588888	1	SPECIAL ITEM, DECK GUN STOW MOUNT
380	72822400	1	TWO 1.5" SPEEDLAYS W/LIFTOUT TRAY & ONE 2.5" CROSSLAY (SM)
381		1	**ENG Crosslay Hose Load Requirement = 2.5" Crosslay 200' 2.5" DJ Two Speedlays 150' each of 1.75" DJ
382	61720100	3	VALVE, AKRON HEAVY DUTY (3)
383	61770120	3	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS (3)
384	77021015	3	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5" (3)
385	60036010	3	THREADS, NST (3)
386	72854500	2	ADDITIONAL POLY TRAY (EA) (2)
387	72910702	1	COVER, WEBBING FOR SPEEDLAYS
388		1	**ENG Crosslay/Speedlay Side Covers Color = Black.
389	72932230	1	COVER FASTENERS, METAL AIRPLANE LATCHES
390		1	**ENG Specify details for side covers: Number of flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = OEM Discretion.
391		1	**CLAR NOTES, **ENG Specify details for side covers: Number of flaps, fasteners & and how they terminate (customer specified) = CROSSLAY/SPEEDLAY COVER'S, Two (2) cover's per side. Crosslay tactical webbing covers: Permanently attached at top with metal buckles, female attached to pump, male attached to webbing.

Line	Item #	Qty	Item Description/Comments
			Speedlay: Permanently attached at bottom with metal buckles, female attached to pump, male attached to webbing.
392	84010005	1	BOOSTER REEL W/150' OF 1" HOSE,NOZZLE & MOUNT
393	61720100	1	VALVE, AKRON HEAVY DUTY
394	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
395	60036010	1	THREADS, NST
396		1	**ENG Booster Reel Nozzle = Special
397		1	**ENG Booster Reel Nozzle, Special = Booster Reel Nozzle = TFT BUBBLE CUP DS1024BCP
398	80488888	1	SPECIAL ITEM, SECOND SET OF BOOSTER REEL ROLLERS AND A SECOND REWIND SWITCH
399		1	**CLAR NOTES, Reference HS-7980
400		1	**CLAR NOTES,
401	61742000	1	MASTER PUMP DRAIN, MULTIPOINT
402	61730005	9	DRAIN VALVES, INNOVATIVE CONTROLS, LIFT-UP (9)
403	10310210	1	FOAM SYSTEM
FOAM SYSTEM			
404	73570305	1	FOAM SYSTEM, FOAMPRO 2001, 2.6 GPM
405	73572110	1	FOAM SYSTEM WARRANTY, FOAMPRO, 2 YEARS
406		1	**ENG Class of Foam = Class A Foam
407	73531400	1	FOAM TANK 25 GALLON BUILT INTO BOOSTER TANK
408		1	**CLAR NOTES, **CLAR NOTES, FOAM CAPABLE DISCHARGES (6) Customer desires the following discharges be foam capable: Booster Reel FRONT BUMPER 2.5" Transverse Pre-connect Upper Speedlay Lower Speedlay Rear 2.5" Discharge Customer is aware system will not supply all of these discharges accurately as system is 2.6 gpm.
409	73576720	1	QUARTER TURN VALVE, MANUAL FOAM FLUSH
410		1	**ENG Foam Plumbed to Left Rear Discharge True
411		1	**ENG Foam Plumbed to Front Bumper Discharge True

Line	Item #	Qty	Item Description/Comments
412		1	**ENG Foam Plumbed to 1st Crosslay/Speedlay True
413		1	**ENG Foam Plumbed to 2nd Crosslay/Speedlay True
414		1	**ENG Foam Plumbed to 3rd Crosslay/Speedlay True
415		1	**ENG Foam Plumbed to Booster Reel True
416	73580006	1	FOAM PLUMBED TO SIX DISCHARGES
417	10310220	1	PUMP PANEL
PUMP PANEL			
418	74910130	1	PA SM3 - SIDE MOUNT PUMP PANEL
419	74930540	1	PANEL FINISH, BLACK RAPTOR
420		1	**ENG Pump Panel Label Verbiage Standard = Yes.
421	74931000	1	ESCUTCHEON PLATES
422	74931050	1	COLOR CODING
423		1	**ENG Color Coding Standard = Yes.
424	74931200	1	PUMP MODULE FRAMEWORK, PAINTED BY SUTPHEN
425		1	**ENG Painted Framework = Match Truck Color.
426	74931310	1	PUMP FINISH, PAINTED BY PUMP MFG
427	74931520	1	PLUMBING FINISH, NON-PAINTED
428		1	**ENG Non-Painted Plumbing = Stainless steel welds shall be treated/coated.
429	74931660	1	EXTERIOR DUNNAGE AREA PANEL, BLACK RAPTOR
430	75088888	1	SPECIAL ITEM, 47" PUMP PANEL
431	75040230	1	FLOATING TROUGH IN RUNNING BOARD, BOTH SIDES
432		1	**ENG Running Board Trough Cover = Velcro Straps.
433	75088888	1	SPECIAL ITEM, SPECIALTY TROUGHS
434		1	**CLAR NOTES, Reference HS-7980
435	75510200	1	PUMP OPERATOR LIGHTS, WELDON 2631 LED
436	75530100	1	PUMP PANEL LIGHTS OFFICER'S SIDE, WELDON 2631 LED
437	76010105	1	PUMP PANEL GAUGES & CONTROLS

Line	Item #	Qty	Item Description/Comments
438	60028070	1	PUMP PRIMER, TRIDENT, AUTO
439	76025100	1	COMPRESSION FITTINGS ON AIR SYSTEM (CTZ PUMP MODULE)
440	76031960	1	AIR OUTLET, BOTH SIDES OF PUMP PANEL, WITH 25' OF HOSE
441	76030805	1	HALE TRV-L THERMAL RELIEF VALVE WITH LIGHT AT PUMP PANEL
442	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
443		1	**ENG Air Horn Push Button Location = Driver Side - Standard
444	75588888	1	SPECIAL ITEM, Air Horn Switch, Both Sides
445	76520100	1	GAUGES, MASTER, CLASS 1 4.5"
446	77510080	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-4
447	77532112	1	GAUGE, WATER LEVEL, WHELEN PSTANK2 LED (2)
448		1	**ENG Whelen Gauge Locations = Driver's side of Cab, behind Crew Door, high.
449		1	**ENG Whelen Gauge Locations = Officer's side of Cab, behind Crew Door, high.
450		1	**ENG Whelen Water Level Gauge Color = Multi Color.
451	77540155	1	GAUGE, FOAM LEVEL, CLASS 1, INTELLI-TANK ITL-4
452		1	**ENG Class of Foam for Foam Gauge = Class A.
453	10310230	1	WATER TANK
WATER TANK			
454	83525200	1	WATER TANK BRAND, UPF
455	83510105	1	WATER TANK, 750 GAL, POLY
456	83530130	1	WATER TANK WARRANTY, UPF, LIFETIME
457	10310300	1	BODY
BODY			
458	80029900	1	BODY SUBFRAME, PUMPER/TANKER
459	80110420	1	BODY PA-12 RES 43/53, LAD CHUTE
460	80245012	1	UPPER HATCH COMPARTMENT, LEFT & RIGHT SIDES
461	10310302	1	BODY COMPARTMENTS
BODY COMPARTMENTS			

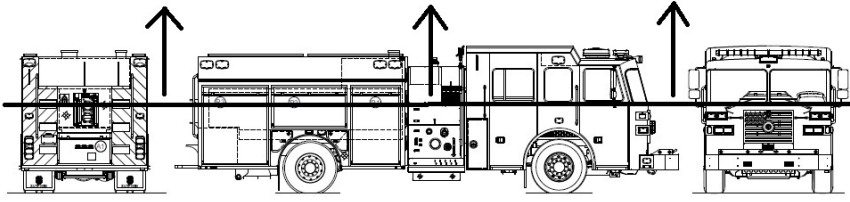
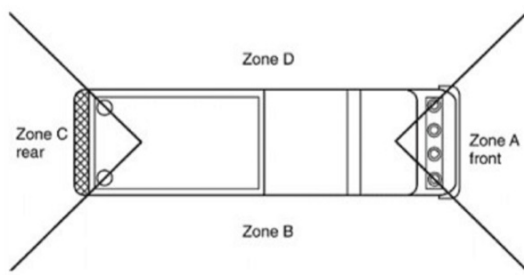
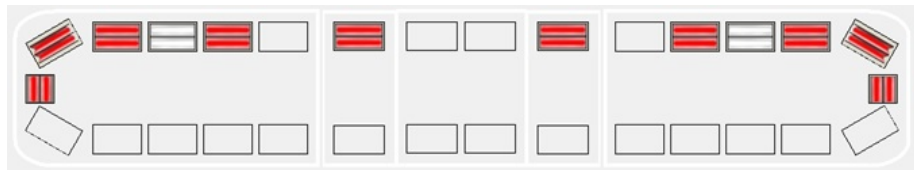
Line	Item #	Qty	Item Description/Comments
			<p>Standard Verbiage for locations of Outlets and other components in Body compartments</p>  <p>Legend</p> <p>Inboard— Toward center of truck / frame rails</p> <p>Outboard— Toward compartment doors</p> <p>Left/Right wall— Looking at compartment, wall which is to your left or right</p>
462	81130200	1	ADJUSTABLE SHELF [L1] (1)
463	81150100	2	250# ROLL OUT DRAWER ADJUSTABLE TRACK [L1] (2)
464	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L1] (1)
465	80280410	1	3/16" ALUMINUM MOUNTING PLATE (PER WALL) [L1] (1)
466	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L2] (1)
467	80280410	1	3/16" ALUMINUM MOUNTING PLATE (PER WALL) [L2] (1)
468	81130200	2	ADJUSTABLE SHELF [L3] (2)
469	81140100	1	FIXED VERTICAL DIVIDER [L3] (1)
470	81150000	1	250# ADJUSTABLE VERTICAL SLIDE-OUT PANEL [L3] (1)
471	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L3] (1)
472	80280410	2	3/16" ALUMINUM MOUNTING PLATE (PER WALL) [L3] (2)
473	81130200	1	ADJUSTABLE SHELF [R1] (1)
474	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R1] (1)
475	80280410	1	3/16" ALUMINUM MOUNTING PLATE (PER WALL) [R1] (1)
476	81088888	1	SPECIAL ITEM, LAYOUT DESCRIPTION

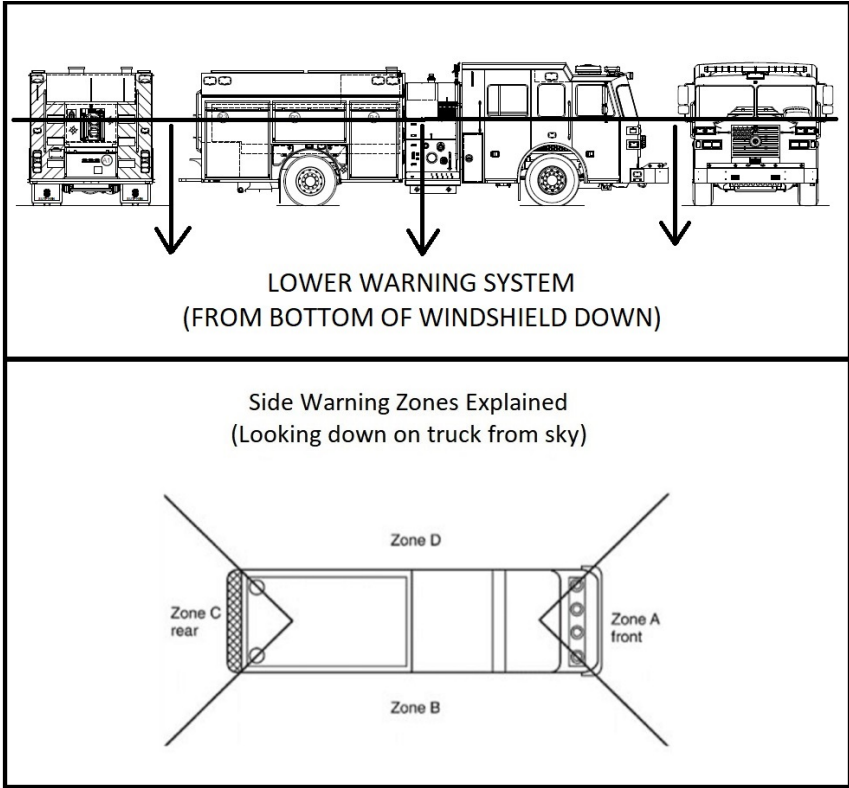
Line	Item #	Qty	Item Description/Comments
477		1	**CLAR NOTES, LAYOUT DESCRIPTION ADJUSTABLE SHELF - shallow depth portion of compartment, 1 = Shallow 1 = Full 3/16" ALUMINUM MOUNTING PLATE (PER WALL) [R1] (1), Location = Back Wall, High
478	81088888	1	SPECIAL ITEM, SPECIAL ITEM, BOXED IN OPENNING BETWEEN R1 AND R2 COMPARTMENT, UP TO 10" WIDE X UP TO 24" TALL
479		1	**CLAR NOTES, Reference HS-7980 - 81.
480	81088888	1	SPECIAL ITEM, SPECIAL ITEM, FMI DOUBLE FIRE EXTINGUISHER TILT OUT BRACKET, BODY COMPT
481		1	**CLAR NOTES, SPECIAL ITEM, FMI DOUBLE FIRE EXTINGUISHER TILT OUT BRACKET, BODY COMPT. **ENG FMI tilt double extinguisher on right side of floor Final location determined at mid inspection
482	81088888	1	SPECIAL ITEM, SPECIAL ITEM, FMI SINGLE FIRE EXTINGUISHER TILT OUT BRACKET, BODY COMPT
483		1	**CLAR NOTES, SPECIAL ITEM, FMI SINGLE FIRE EXTINGUISHER TILT OUT BRACKET, BODY COMPT. **ENG FMI tilt double extinguisher on left side of floor Final location d e t e r m i n e d at mid inspection.
484	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R2] (1)
485	80280410	1	3/16" ALUMINUM MOUNTING PLATE (PER WALL) [R2] (1)
486	81088888	1	SPECIAL ITEM, SPECIAL ITEM, BOXED IN OPENNING BETWEEN R2 AND R3 COMPARTMENT, UP TO 10" WIDE X UP TO 24" TALL
487		1	**CLAR NOTES, Reference HS-7980 - 81
488	81130200	2	ADJUSTABLE SHELF [R3] (2)
489	81140100	1	FIXED VERTICAL DIVIDER [R3] (1)
490	81150305	1	600# SLIDE-MASTER TRAY, 100% SLIDEOUT [R3] (1)
491	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R3] (1)
492	80280410	1	3/16" ALUMINUM MOUNTING PLATE (PER WALL) [R3] (1)
493	81130200	1	ADJUSTABLE SHELF [A1] (1)
494	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [A1] (1)
495		1	**ENG Turtle Tile Color = Black

Line	Item #	Qty	Item Description/Comments
496	81165705	1	UNISTRUT TRACK IN COMPTS
497	80220140	1	COMPT DOORS, AMDOR ROLL-UP, PAINTED
498	80230610	1	DOOR SILL PROTECTION, BODY COMPTS, AMDOR SILL PLATE (SINGLE AXLE BODY)
499	80225100	1	REAR COMPT DOOR (A1) AMDOR ROLL-UP, SATIN FINISH
500	80230920	1	ROLL UP DOORS WARRANTY, AMDOR, 3 YEARS
501	80230660	1	DOOR SILL PROTECTION, REAR COMPT, PROTEC, CLEAR FILM
502	80230008	7	PULL CORDS FOR ROLL-UP DOORS (7)
503		1	**ENG Doors to have pull cords = All
504	80230003	7	ROLL-UP DOOR DRIP PAN/GUARD (WITH DRAIN) (7)
505	80230300	1	COMPT INTERIOR FINISH, SMOOTH
506	80230200	7	COMPT DOOR LOCKS, KEYED ALIKE (7)
507	84531110	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT
508	80288888	1	SPECIAL ITEM, BODY MODIFICATION
509		1	**CLAR NOTES, Replicate HS-7980 as close as possible
510	80288888	1	SPECIAL ITEM, COMPT DOOR LOCKS KEYED ALIKE
511		1	**CLAR NOTES, All compartment doors to be keyed alike. 1250 KEY CODE.
512	80288888	1	SPECIAL ITEM, ELECTRONIC BODY DOOR LOCKS
513	80288888	1	SPECIAL ITEM, TURTLE TILE SECURED
514	80288888	1	SPECIAL ITEM, LADDER CHUTE COMPLIMENT
515		1	**CLAR NOTES, Ladders are to match HS-7980 -81.
516	10310305	1	BODY EXTERIOR
BODY EXTERIOR			
517	81310000	1	HOSEBED, ALUM FLOORING
518		1	**ENG List the Hose Bed Hose Load Req. = REFERENCE HS-7980 -81. HOSEBED LOAD 1000' 4" DJ X2 400' 2.5" DJ X2 Highrise Bundles & Gazner Packs

Line	Item #	Qty	Item Description/Comments
519	81330100	1	STANDARD HOSEBED HEIGHT
520	81410200	1	COVER, ALUMINUM 2 PC, MAIN HOSE BED
521	81331155	1	ALUM HOSEBED COVER SUPPORT, REMOVABLE REAR
522	81431210	1	REAR HOSEBED COVER, WEBBING
523		1	**ENG Hosebed Cover Color = Black.
524	81440230	1	COVER FASTENERS, METAL AIRPLANE LATCHES
525	81330304	1	HOSE BED DIVIDERS, ADJ (4)
526	81331115	1	REMOVABLE SUPPORT BAR FOR REAR HOSEBED COVER
527	81332115	1	HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS
528	81388888	1	SPECIAL ITEM, GAZNER PACK STORAGE
529		1	**CLAR NOTES, Gazner pack storage, above A1 compartment, size 22" wide 16" tall 39" deep, "D" handle latch with door prop, bottom surface to incorporate a plastic sliding surface. Reference HS-7980-81.
530	81388888	1	SPECIAL ITEM, HOSEBED BULKHEAD AREA MOUNTING REINFORCEMENT
531		1	**CLAR NOTES, Reference HS-7980
532	81910100	1	HANDRAILS, KNURLED STS
533	82210000	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT (ALUM PUMPERS)
534		1	**ENG Step Light Color = Blue.
535	82310000	1	STEPS, REAR BODY (14x11 & 14x8)
536	89988888	1	SPECIAL ITEM, SPECIAL ITEM, SUTPHEN FABRICATED I-ZONE HOSE HOOKS MOUNTED AT REAR OF APPARATUS
537		1	**CLAR NOTES, Reference HS-7980
538	82510000	1	RUB RAILS, ANODIZED ALUM
539	83010050	1	ALUMINUM TREADPLATE (PUMPER/TANKER)
540	83030315	1	REAR STEP/TAILBOARD CORNERS, 45 DEGREE
541	83030425	2	GRIP STRUT ON RUNNING BOARD (2)
542	83030450	1	GRIP STRUT ON REAR STEP
543	83030710	1	REAR FENDERS, ALUMINUM SMOOTH PAINTED

Line	Item #	Qty	Item Description/Comments
544	80290051	1	8 SCBA CYLINDER COMPTS (2 TRIPLE-FMI, 2 SINGLES-SIG4)
545		1	**ENG Triple Bottle Compartment Location = Triple Bottle Compartments = Front of wheel well each side Single Bottle Compartments = Rear of wheel well each side
546	80290310	2	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (2)
547	80290420	2	DOOR FINISH, BRUSHED STAINLESS, TRIPLE SCBA COMPT (2)
548	88520300	1	DELETE 6" SUCTION HOSE
549	88540550	1	DELETE STD SUCTION HOSE MTG
550	88550300	1	STRAINER NOT PROVIDED
551	89988888	1	SPECIAL ITEM, FLIP-UP TAILBOARD
552		1	**CLAR NOTES, Reference HS-7980
553	89988888	1	SPECIAL ITEM, RUB RAIL REFLECTIVE STRIPING
554		1	**CLAR NOTES, Reference HS-7980
555	89010000	1	LADDERS, DUO-SAFETY 900A 24'2-SEC & 775A 14' ROOF & 10' FOLDING
556	89510200	1	LADDER CHUTE
557	89520220	1	LADDER ENCLOSURE, SMOOTH ALUM DOOR
558	89088888	1	SPECIAL ITEM, LADDER CHUTE W/BACKBOARD STORAGE & PIKE POLE STORAGE
559		1	**CLAR NOTES, LADDER CHUTE W/BACKBOARD STORAGE & PIKE POLE STORAGE: **ENG Items that need addressed 1. Issue with roof ladder section, roof hooks getting caught. Issue Pike pole storage: All three tubes to be flush with holder, notching is not needed. Recessed deep enough for door to shut with pike poles installed. Center tube needs to have a stop at X" depth. This location for the 60" Pinch Bar Delete the LED strip light 5. Door open switch needs moved, possibly top right or bottom right. Add door open prop or spring-loaded hinge to keep door open. TO FIT ALSO: 1 10' pike pole 1 NY Hook 1 60" Pinch Bar, located in the middle tube
560	10310310	1	ELECTRICAL
ELECTRICAL			
561	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
562	84511100	1	BODY ELECTRICAL DESCRIPTION
563	84520000	1	BACK UP ALARM, ECCO SA917

Line	Item #	Qty	Item Description/Comments
564	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)
565		1	**ENG Tail Light Housing Color = Black.
566	85110100	1	ICC LIGHTS, LED
567	85510200	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
568	85710010	1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #44042C LED
569	86520300	1	REAR WORK LIGHTS, (2) FIRETECH WL-2000-F-B, LED
570	86600000	1	OPTICAL WARNING SYSTEM, UPPER (PUMPER)
			<p>UPPER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD UP)</p>  <p>Side Warning Zones Explained (Looking down on truck from sky)</p> 
571	86610120	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 12 MODULES
			
572		1	**ENG Zone A, Upper Lightbar Color / Details = Standard.
573	86928888	1	SPECIAL Opticom2 SPECIAL ITEM, THOMAR PREEMTION T792HL-LOPRO-RW

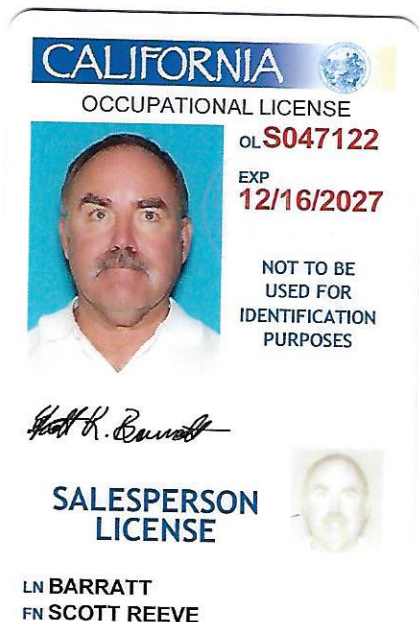
Line	Item #	Qty	Item Description/Comments
574		1	**CLAR NOTES, Reference HS-7980
575	86699998	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C (Surface Mount)
576	86710300	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED, 900 SERIES SURFACE MOUNT, 90**5F*R (QTY 4)
577		1	**ENG Zone C, Upper Rear Beacon Color/Details = Color = Red Lens Color = Red
578	86899998	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C (Surface Mount)
579	87100000	1	OPTICAL WARNING SYSTEM, LOWER (PUMPER)
			 <p>LOWER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD DOWN)</p> <p>Side Warning Zones Explained (Looking down on truck from sky)</p> <p>Zone A front Zone B Zone C rear Zone D</p>
580	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)
581		1	**ENG Zone A, Lower Warning Light Color, Lens Color, Details = Color = Red Lens Color = Red (2) Inboard lights to be Steady Burn
582	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
583		1	**ENG Zone A, Lower - Front, Mounting Location = (2) Warnings in top headlight housing, each side.
584	87210130	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 1), WHELEN 500 SUPER LED, 50*02F*R (QTY 1), ION T-SERIES LED, TLI* (QTY 1)
585		1	**ENG Zone B, Lower Officer's Side Warning Light Color, Lens Color, Details = TBD

Line	Item #	Qty	Item Description/Comments
586	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
587		1	**ENG Zone B, Lower - Officer's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
588	87310100	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)
589		1	**ENG Zone C, Lower Rear Warning Light Color, Lens Color, Details = TBD
590	87410130	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 1), WHELEN 500 SUPER LED, 50*02F*R (QTY 1), ION T-SERIES LED, TLI* (QTY 1)
591		1	**ENG Zone D, Lower Driver's Side Warning Light Color, Lens Color, Details = TBD
592	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
593		1	**ENG Zone D, Lower - Driver's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
594	87037238	1	ADDITIONAL LIGHTBARS, WHELEN MINI FREEDOM IV 21" LED LIGHT BARS, F4NMINI (PAIR)
595		1	**ENG Light Bar Light Layout = Red -(1) White Lens Color = Clear Per Mini light bar REFERENCE HS-7980-81.
596		1	**ENG Light Bar Mounting Location = Installed on the lower roof. REFERENCE HS-7980-81.
597	87537732	2	ADDITIONAL WARNING LIGHTS, WHELEN 600 SUPER LED, 60*02F*R (PAIR) (2)
598		1	**ENG Whelen 600 LED Warning Light Color = Red.
599		1	**ENG Whelen 600 LED Mounting Location = Mounting Location = -(1) Pair = Above Front Axle, 1 each side 578 -(1) Pair = Front Bumper Side Pockets Color = Red Lens Color = Red Bezel = Black
600	87537742	1	ADDITIONAL WARNING LIGHTS, WHELEN 900 SERIES LED, 90**5F*R (PAIR) (1)
601		1	**ENG Whelen 900 LED Warning Light Color = Red.
602		1	**ENG Whelen 900 LED Lens Color = Red.
603		1	**ENG Whelen 900 LED Mounting Location = DRAWING:**ENG Whelen 900 LED Warning Light Mounting Location = Front Side Corner of Body, 1 each side Color = Red 576 Lens Color = Red Bezel = Black
604	87040000	1	TRAFFIC ADVISOR, WHELEN LED, TAL65 36"
605		1	**CLAR NOTES, TRAFFIC ADVISOR MOUNTING LOCATION: Location = Rear of Body, Centered Above A1 Compartment. CONTROL HEAD = OVERHEAD CONSOLE POSITION #2
606	88393000	1	SCENE LIGHTS, FIRETECH 30K LUMENS, 12V LED, 72" 3-PIECE BROW, W/INTEGRATED ICCS FT-B-72-ML-3PKIT-* (1)

Line	Item #	Qty	Item Description/Comments
607		1	**ENG ICC Cab Marker Lights Integrated in Brow Light = Yes
608	88393052	8	SCENE LIGHT, FIRETECH GUARDIAN ELITE 20K, 12V LED, SURFACE MOUNT, FT-GESM (8)
609		1	**ENG Scene Light Details = Mounting Location = -(2) Side of Cab, 1 each side -(2) Side of Body, left side -(2) Side of Body right side Switched = Overhead Console Position 1 Left Scene, Right Scene -(2) Mounted Rear of Body Switched = Overhead Console Position 1, Lower Console Position 5 Rear Scene Reverse Activated Bezel = BLACK
610	88399940	4	ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS (EA) (4)
611		1	**ENG Location & Function for Additional 3-Way Switches 12V = Location & Function for Additional 3-Way Switches 12V = Officer side switches
612	86588888	1	SPECIAL ITEM, 4 Four Additional 3-way Switches = Officers Side Switches Reference HS-7380
613		1	**CLAR NOTES, SCENE LIGHT, FIRETECH GUARDIAN ELITE 20K, 12V LED, SURFACE MOUNT, FT-GESM (8) Mounting Location = -(2) Side of Cab, 1 each side -(2) Side of Body, left side -(2) Side of Body right side Switched = Overhead Console Position 1 Left Scene, Right Scene -(2) Mounted Rear of Body Switched = Overhead Console Position 1, Lower Console Position 5 Rear Scene Reverse Activated Bezel = Chrome
614	10310410	1	PAINT & FINISH
PAINT & FINISH			
615	89910010	1	CORROSION REDUCTION PROGRAM (PROPOSALS)
616	90010020	1	PAINT SCHEME
617	90030004	1	PAINT, SINGLE TONE
618		1	**ENG Single Tone Paint Color = Red.
619	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
620	90030190	1	TEXTURED FRAME RAIL COATING, PLUMBING AREA
621	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
622		1	**ENG Note Paint AC Condenser Color = Roof Color
623		1	**CLAR NOTES, REFERENCE HS-7980-81

Line	Item #	Qty	Item Description/Comments
624	90510100	1	LETTERING, NOT PROVIDED
625	90530005	8	ADDITIONAL 3" 22KT LETTERS (EACH) (8)
626	90530010	18	ADDITIONAL 4" 22KT LETTERS (EACH) (18)
627	90530030	34	ADDITIONAL 8" 22KT LETTERS (EACH) (34)
628	90530220	12	ADDITIONAL 6" SCOTCHLITE LETTERS (EACH) (12)
629	90530240	6	ADDITIONAL 10" SCOTCHLITE LETTERS (EACH) (6)
630	90530305	1	BASIC 22KT GOLD FIRE DEPT EMBLEMS (Pair)
631	90588888	1	SPECIAL ITEM, FLAG GRAPHICS SIDE OF BODY, (PAIR)
632		1	**CLAR NOTES, FLAG GRAPHICS SIDE OF BODY, (PAIR) SPECIAL ITEM, FLAG GRAPHICS SIDE OF BODY, (PAIR). REFERENCE HS-7980 & 7981.
633	90600210	1	REFLECTIVE MATERIAL, INTERIOR CAB DOORS, CHEVRONS, SCOTCHLITE
634		1	**ENG Reflective Striping Color = MATCH REAR CHEVRON AND HS-7380.
635		1	**ENG Reflective Striping Verbiage = "SUTPHEN"
636		1	**CLAR NOTES, REV-A** **ENG Reflective Striping Color = MATCH REAR CHEVRON Red / Black Send live proof.
637	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK
638	90630100	2	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH (2)
639	90680110	1	CHEVRON STRIPING, REAR BODY OUTBOARD, SCOTCHLITE
640		1	**ENG Special Chevron Color, Rear Body = Red / Black Send live proof.
641	90680210	1	CHEVRON STRIPING, REAR COMPT DOOR, SCOTCHLITE
642		1	**ENG Special Chevron Color, Rear Compartment Door = Red / Black Send live proof.
643	90680310	1	CHEVRON STRIPING, ABOVE REAR COMPT DOOR, SCOTCHLITE
644		1	**ENG Special Chevron Color, Above Rear Door = Red / Black Send live proof.
645	90684110	1	CHEVRON STRIPING, LADDER ENCLOSURE DOOR, SCOTCHLITE
646		1	**ENG Special Chevron Color, Ladder Enclosure Door = Red / Black Send live proof.
647		1	**ENG List Special Lettering/Striping Details = Reference HS-7980 & HS-7981.
648	90789100	1	GRAPHICS WARRANTY, AGI, 5 YEARS, MATERIAL ONLY

Line	Item #	Qty	Item Description/Comments
649	10310420	1	EQUIPMENT
EQUIPMENT			
650	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
651	91088888	1	SPECIAL ITEM, CONTINGENCY / ADDITIONAL EQUIPMENT / TARIFF FUND.
652		1	**CLAR NOTES, AN ALLOWANCE OF \$30,000 ADDITIONAL PER UNIT IS INCLUDED IN THE PRICE OF EACH UNIT. FUNDS ARE TO BE USED IN THE EVENT OF ERRORS OR OMISSIONS IN THE SPECIFICATION PROCESS, FOR ADDITIONAL EQUIPMENT. AND FOR TARIFF RELATED PRICE HIKES. ANY UNUSED FUNDS AFTER MID-INSPECTION, WILL BE ROLLED INTO DEALER SUPPLIED ADDITIONAL EQUIPMENT. IF ANY FUNDS REMAIN AFTER FINAL INSPECTION, THEY WILL BE CREDITED BACK TO CUSTOMER ON THE FINAL INVOICE.
653		1	**CLAR NOTES, POSSIBLE ADDITIONAL EQUIPMENT ITEMS TO BE REVIEWED AT CONCLUSION OF MID- INSPECTION: Item may include: WHEEL CHOCK HWD7-WH Extruded Aluminum Yellow (2) KOCHECK K48-3 HYDRANT/SPANNER SET EACH (3) SPECTRA MOBILE 15K 12 VOLT PORTABLE SCENE LIGHT SPA710-P15, EACH (2) HUSQVARNA POWER CUTTER K 770 Rescue Rescue 12" Art nr: 967 80 91 01. 638 With Rescue Diamond Blade POWER BLOWER - VS1.2-18-0.9 ELECTRIC TAPP PPV, TEM 910-1825 2PC. M18 REDLITHIUM, MILWAUKEE BATTERY WITH CHARGER 7. MILWAUKEE SAWZALL / DRILL / AND IMPACT 3 PC SET ZICO WALKAWAY SCBA BRACKETS (4) SC- AND CUSTOMER NEEDS VERSUS FUNDS REMAINING.
654		1	**CLAR NOTES, IN LADDER CHUTE.
655		1	**CLAR NOTES, IN LADDER CHUTE.
656	10310600	1	COMPLETION & WARRANTY
COMPLETION & WARRANTY			
657	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)
658	99031195	1	DEALER DELIVERY
659	99520110	1	WARRANTY, ONE YEAR
660	99521100	1	WARRANTY, FRAME, LIFETIME
661	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
662	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
663	99521400	1	WARRANTY, PAINT, 10 YR.
664	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS
665		1	COOPERATIVE PURCHASING AGENCY FEES (Sourcewell)



Vehicle Dealer

Lic. No.: 03968

Date Issued: Sep 30, 2024

Expiration Date: Sep 30, 2026

This license is valid for the period indicated above. This license shall be signed and displayed in the office at the address shown below, pursuant to the California Vehicle Code.

ISSUED
TO
VALID
ONLY AT

REPUBLIC FIRE EQUIPMENT LLC
25802 VICTORIA BLVD STE 102
DANA POINT CA 92624

A/C New
Broker

License must be renewed prior to expiration date pursuant to California Vehicle Code Sections 11105, 11105.6, 11204, 11410, 11508, 11620 or 11717.

FORM CONTROL NO. 1584290

SIGNATURE OF LICENSEE

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

Item 11.

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

SELLER'S PERMIT

July 1, 2020

ACCOUNT NUMBER

207534976 - 00004

REPUBLIC FIRE EQUIPMENT LLC.
25802 VICTORIA BLVD STE 102
DANA POINT CA 92624-1128



Office of Control:
Irvine Office

NOTICE TO PERMITTEE:
You are required to obey all
Federal and State laws that
regulate or control your
business. This permit does
not allow you to do
otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

**For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.**

CDTFA-442-R REV. 18 (5-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.cdtfa.ca.gov
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes. The tax rate applicable to your sales or use may not necessarily correspond to the tax rate of your business address displayed on this permit. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, APPROVING A PLANNED
DEVELOPMENT PERMIT (MASTER AND PRECISE PLAN),
FOR CONSTRUCTION OF 35 DWELLING UNITS

CASE NO: PL25-0149/PL25-0150/PL25-0151

APPLICANT: Stephen Dalton Architects (C/O Sebastian Beingola)

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

SECTION 1. The City Council makes the following findings:

- a) Stephen Dalton Architects, represented by Sebastian Beingola, ("Applicant"), filed land use development applications, Planning Case No(s). PL25-0149/PL25-0150/PL25-0151 ("Application") constituting a request for a Planned Development Permit (Master and Precise Plan) and Design Review Permit to allow for construction of a thirty-five-unit (35) multi-family building with ground-floor residential uses; and density bonus request to exceed the allowable maximum density ("Project") on a 0.23 net acre parcel addressed as 339 S. Escondido Boulevard (Assessor's Parcel No.: 233-141-15-00), in the Specific Planning Area 9 (SPA-9: Downtown Specific Plan Area) General Plan Land Use Designation, and within the Specific Plan (S-P) zoning district; and
- b) The subject Property is all real property described in Exhibit "A," which is attached hereto, and made a part thereof by this reference; and
- c) The Application was submitted to, and processed by, the Planning Division of the Development Services Department. The Application consists of a Planned Development Permit (Master and Precise Plan) to allow for ground-floor residential uses as required by the Downtown Specific Plan and for construction of the Project; and

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



STAFF REPORT

July 23, 2025

File Number 0600-10; A-3561

SUBJECT

AWARD A CONSTRUCTION CONTRACT FOR THE SPLASH PAD AT GROVE PARK PROJECT AND AUTHORIZE STAFF TO PROCESS CHANGE ORDERS UP TO TWENTY PERCENT OF THE CONTRACT AWARD AMOUNT

DEPARTMENT

Public Works

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-95 awarding the installation contract for the Splash Pad at Grove Park Project ("Project") to Western State Builders, Inc. and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$2,356,264 to complete base bid items Nos. 1 thru 30 and additive alternate items Nos. 31, 32 & 33 and authorize the City Manager to approve change orders consistent with Municipal Code Section 10-97(c).

Staff Recommendation: Approval (Joseph Goulart, Director of Public Works and Robert Rhoades, Assistant Director of Community Services)

Presenter: Ed Vasquez, Project Manager

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

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

FISCAL ANALYSIS

Sufficient funding is available in the General Capital Projects Fund to complete the Project.

PREVIOUS ACTION

On November 2, 2022, the City entered into a Consulting Agreement with LPA Inc., to update the City of Escondido Grape Day Park Master Plan as well as the development of the New Aquatic Facility.

On October 18, 2023, City council voted not to proceed with developing plans for the aquatic facility.

On November 7, 2023, a third amendment was processed to the consulting agreement pausing all design services by LPA inc.

On February 28, 2024, a fourth amendment was signed with LPA Inc. for the design of the City's first Splash Pad.



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

On November 2, 2022, the City entered into a Consulting Agreement with LPA Inc., to update the City of Escondido Grape Day Park Master Plan as well as the development of the New Aquatic Facility. During the initial review and design process LPA Inc. provided City staff with an updated cost estimate for cost of construction of the new aquatics facility at which time it was determined that the cost would far exceed available funding. Subsequently design services were paused during which time staff worked towards a plan to develop the City first splash pad.

On April 30, 2025, a Notice Inviting Bids for installation of the Splash Pad at Grove Park was duly published. On June 5, 2025, seven sealed bids were opened in response to the advertised request for bids for this Project. The confirmed totals for the total base and alternate bid items are listed below:

Western State Builders, Inc.	\$2,356,264.00
Wier Construction Corp	\$2,512,014.51
Palm Engineering Construction Company, Inc.	\$2,603,972.90
Western Rim construction, Inc.	\$2,811,926.00
Blue Pacific Engineering and Construction	\$2,895,310.00
LB Civil Construction, Inc.	\$3,169,345.00
Montano Pipe Line, Inc.	\$3,241,760.00

Staff evaluated the proposed bids and has determined that the bid submitted by Western State Builders, Inc. to be the lowest most responsive and responsible bid. Staff received a bid protest letter from Wier Construction Corp. dated June 9 2025. In the letter Wier Construction Corp questioned the validity of Western State Builders Inc. being able to perform plumbing and electrical work. After researching the subject matter staff determined all plumbing and electrical work associated with the project is going to be performed under Western State Builders Class A and B licenses. A response letter was prepared and sent on June 13, 2025, clarifying the use of a Class A and B licenses to perform the work per the contract documents. No further questions or challenges to the bid have been received from Wier Construction Corp.

Staff recommends awarding the attached Public Improvement Agreement in the amount of \$2,356,264 to Western State Builders, Inc. for construction of the Project as shown in Exhibit "A" of Resolution No. 2025-95.

RESOLUTIONS

- a) Resolution No. 2025-95
- b) Resolution No. 2025-95—Exhibit "A"— Public Improvement Agreement

RESOLUTION NO. 2025-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT WITH WESTERN STATE BUILDERS INC. FOR CONSTRUCTION AND INSTALLATION OF THE SPLASH PAD AT GROVE PARK PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program budget for the Splash Pad At Grove Park Project ("Project"); and

WHEREAS, a Notice Inviting Bids for said the Project was duly published on April 30, 2025; and

WHEREAS, pursuant to said notice, seven sealed bids for the Project were opened and evaluated on June 5, 2025; and

WHEREAS, Western State Builders Inc. was determined to be the lowest most responsive and responsible bidder for the Project; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize a Public Improvement Agreement with Western State Builders Inc. in the amount of \$2,356,264.

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

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

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

3. That the City Council authorizes the City Manager to execute construction change orders consistent with Municipal Code Section 10-97(c).



CITY OF ESCONDIDO
PUBLIC IMPROVEMENT AGREEMENT

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

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

And: Western State Builders, Inc.
a California corporation
2141 Orange Ave.
Escondido CA 92029
Attn: Scott Bando
760-546-2405 X102
("CONTRACTOR").

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

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the Splash Pad at Grove Park Project ("Project"), occurring on property located at 745 N. Ash St., Escondido, CA 92025 and having assessor's parcel numbers (APN) 230-530-42 ("Property"), as further described herein.

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

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

2. Description and Performance of Work. CONTRACTOR shall furnish all work described in the Project Documents ("Work"). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.
3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$2,356,264** ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy within **120 calendar days** of the notice to proceed ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.
5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of **\$250.00 per day** for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles

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

- (3) *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Builder's Risk/"All Risk" Insurance.* The CONTRACTOR, during the progress of the Work and until final acceptance of the Work by CITY, shall maintain Builder's Risk/"All Risk," course-of-construction insurance satisfactory to CITY issued on a completed value basis of all WORK pursuant to this Agreement. Coverage is to provide extended coverage and insurance against vandalism, theft, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Engineer's services and expenses required as a result of such insured loss upon the Work, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the CITY and the City Engineer as an additional named insured and any other person with an insurable interest designated.
 - (5) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
 - (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
 - (3) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.
 - (4) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
 - (5) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (6) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this

Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

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

Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

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

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's (including CONTRACTOR's agents, employees, and subcontractors, if any) Work pursuant to this Agreement or its failure to comply with any of its obligations contained herein, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.
- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any Work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Bonds.

- a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:
 - (1) *Faithful Performance Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.
 - (2) *Labor and Materials Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.
- b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.
- c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds

shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.

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

9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.
10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so ("Cure Period"), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Property, or any portion thereof, and take exclusive possession of the Property or any portion thereof, together with all material and equipment thereon, and may complete the Work or any portion of the Work, either by (i) furnishing the necessary tools, equipment, labor, or materials; or (ii) letting the unfinished portion of the work, or any portion thereof, to another contractor; or (iii) demanding the surety hire another contractor; or (iv) any combination of such methods. The CITY's procuring of the completion of the Work, or the portion of the Work taken over by the CITY, shall be a charge against the CONTRACTOR and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of such charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment if CONTRACTOR fails to pay in full any such cost incurred by the CITY. The permissible charges for any such procurement of the completion of the Work include actual costs and fees incurred to third party individuals and entities (including but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY's employees to the Project.
11. Other Legal Requirements Incorporated. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though such law or clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

13. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
14. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
15. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR, and pursuant to action of the Escondido City Council.
16. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
17. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
18. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
19. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
20. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
21. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
22. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the work under this Agreement. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. Prevailing Wages and Department of Industrial Relations Compliance. Pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages, including but not limited to the keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions. CONTRACTOR shall file the required workers' compensation certificate before commencing work

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

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

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

WESTERN STATE BUILDERS INC.

Date: _____

Jared Moen, President / Secretary

Date: _____

Julian Moen, Vice President / Treasurer

1069677

Contractor's License No.

Tax ID/Social Security No.

APPROVED AS TO FORM:

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

BY: _____

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



STAFF REPORT

July 23, 2025

File Number 0600-10; A-3550

SUBJECT

ENTERING INTO A LEASE BETWEEN THE CITY OF ESCONDIDO AND THE VINE INSTITUTE FOR THE CREATION AND OPERATION OF THE ESCONDIDO AGX REGIONAL INNOVATION HUB AND PUBLIC SERVICE AGREEMENT FOR OPERATIONAL STARTUP FUNDING

DEPARTMENT

Economic Development, Real Property

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-43 authorizing the Mayor to execute a lease agreement for the property located at 455 N. Quince Street, Escondido, California, 92025, between the City of Escondido and The VINE Institute, a California non-profit benefit corporation and adopt Resolution No. 2025-47 authorizing the City Manager to execute a Public Service Agreement between the City and The VINE for startup funding for the Escondido AgX Innovation Hub.

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

Presenter: Jennifer Schoeneck, Director of Economic Development

ESSENTIAL SERVICE – Yes, Land Use/Development

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

FISCAL ANALYSIS

The proposed lease of the 3.48-acre property located at 455 N. Quince Street, Escondido, CA 92025 ("Property") to The VINE Institute, a California non-profit benefit corporation ("VINE"), will be for a period of three (3) years with three (3) lease extension options for a total of fifteen (15) years. The proposed lease shall include fixed rent payments of \$10 per year, totaling \$150 for the entire term, which will be paid in advance. VINE will also be responsible for all utility costs, building, and site improvement costs associated with the Property. Escondido AgX is a City-owned brand representing the City's work to support agriculture and AgTech companies. The Escondido AgX Innovation Hub is the physical building at 455 N. Quince and further detailed in the Escondido AgX Feasibility Study (Attachment "1"). VINE, under the proposed lease agreement, will operate and manage the facility, with permission to use the Escondido AgX brand.



CITY of ESCONDIDO

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As outlined in the feasibility study presented to City Council on March 26, 2025, the facility's financial model projected potential lease revenue to the City based on market-based assumptions. However, the lease agreement being considered by Council today is structured as a public benefit lease at a nominal rate of \$10 per year. Therefore, the City will not receive the market-rate lease revenue described in the feasibility study for the initial term of the lease, but it may be negotiated in the future when the facility is fully operational. This deviation from the study's assumptions is intentional and reflects the City's commitment to supporting economic development and innovation through a public-private partnership model.

In addition to the lease terms, the City will invest a total of \$500,000 over the first two years of the lease through a Public Service Agreement, to support startup activities, tenant improvements, and operational needs that align with the goals of the Escondido AgX Innovation Hub as outlined in a feasibility study received by City Council on March 26, 2025. Of this amount, the first \$250,000 will be allocated upon lease commencement in the current fiscal year. The remaining \$250,000 will be granted after the first year's annual report is delivered by VINE to City Council and programmed in the following fiscal year budget. These funds will be used in coordination with VINE's fundraising and program development activities, as outlined in the lease agreement, Public Service Agreement and supporting feasibility study.

The Public Service Agreement ("PSA") with VINE is being pursued as a sole source contract in accordance with Escondido Municipal Code §10-123(d), which permits procurement procedures to be waived when only one individual or entity can provide the service. VINE is uniquely qualified to implement the startup activities for the Escondido AgX Innovation Hub due to its affiliation with the University of California Agriculture and Natural Resources ("UCANR") system and its integration within the statewide UC innovation network. This affiliation provides unparalleled access to academic research, entrepreneurship resources, and statewide AgTech and food systems expertise critical to the long-term success of the Innovation Hub.

PREVIOUS ACTION

On August 24, 2022, staff presented the concept of a Pilot AgTech Incubator at the City-owned property at 455 N. Quince Street, Escondido, CA 92025. The presentation outlined potential short-term and long-term uses of the site and the City Council requested a comprehensive financial analysis to understand the fiscal implications of the proposed uses. On December 7, 2023, staff presented to the City Council Economic Development Subcommittee on the City's Escondido AgX initiative, which supports Agriculture and AgTech efforts aligned with the priorities outlined in the City's Comprehensive Economic Development Strategy ("CEDS"). As part of this presentation, staff recommended entering into a contract with the UCANR department or affiliated nonprofit VINE to conduct a feasibility study for an AgTech Innovation Center on a City-owned vacant property. The Subcommittee approved including the proposal in the American Rescue Plan Act ("ARPA") reallocation exercise scheduled for the January 31, 2024, City Council meeting.



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On January 31, 2024, City staff proposed reallocating ARPA funding to support City Council's priorities. Among the approved projects, \$115,000 was allocated to fund a contract with UCANR and VINE to conduct a feasibility study for an AgTech Innovation Center in support of the City's AgX initiative.

On March 26, 2025, City staff presented the findings of the feasibility study for an AgTech Innovation Center in Escondido. The study outlined the total cost to renovate the vacant, City-owned building at 455 N. Quince Street and transform it into a regional hub for AgTech innovation, entrepreneurship, and workforce development. Following the presentation, the City Council directed staff to move the Project forward quickly and return with actionable next steps.

BACKGROUND

In 2023, the Escondido City Council adopted the City's CEDS that outlines key strategies to grow the local economy. One of the key industries identified in the strategy was agriculture and agriculture technology to support the future of local agriculture.

To gauge regional interest on the topic of agriculture technology and innovation, the City hosted two annual events, and several quarterly events in partnership with the organization Fresh Brewed Tech, which brought hundreds of people from all parts of the Southern California region together in the City of Escondido to have conversations on how to solve some of the agriculture industry's largest challenges. The success of these events showed local demand for a facility to further support entrepreneurship, food systems and innovation in agriculture.

The next step in continuing to support the entrepreneurial ecosystem in agriculture was to establish a center of excellence for the future of agriculture, a place that could serve as a nexus point for Escondido businesses and the Southern California region. The City of Escondido contracted with VINE to complete a feasibility study for a facility to house AgTech innovation to support local agriculture businesses and the future of agriculture and food systems. The study outlined the potential for activities and programs at the City owned property located at 455 N. Quince Street, a City-owned 3.48-acre property with 40,680 square feet of existing warehouse and office space. The proposed facility would serve as a regional hub for agricultural technology and innovation that includes:

- An incubator space for AgTech startups; and
- Serve as a regional food hub for local produce distribution; and
- House a consumer-packaged goods ("CPG") lab and test kitchen; and
- Serve as an agritourism coordinating center; and
- Further grow the "Grown in San Diego" brand

During early discussions, City staff considered managing the building and operations of the proposed Escondido AgX Regional Innovation Hub internally. However, after further evaluation and a review of the feasibility study findings, staff concluded that operations would be more effectively handled by a qualified



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partner from the private or nonprofit sector. The VINE Institute—an independent nonprofit that works closely with UCANR—was identified as the most capable operator due to its subject matter expertise, established network within the agricultural innovation space, and alignment with the goals of the Escondido AgX initiative.

The expectation is that VINE, as the Lessee, will be responsible for the renovation and build out the current facility to the standards as outlined in the feasibility study and the accompanying Public Service Agreement, and create subleases with tenants to achieve operations as outlined in the feasibility study. VINE will be tasked with ensuring that the Escondido AgX Regional Innovation Hub is recognized at the state and national level as a regional center of excellence in advancing agriculture and food system practices.

RESOLUTIONS

- a) Resolution No. 2025-43
- b) Resolution No. 2025-43— Exhibit “A”— Lease Agreement
- c) Resolution No. 2025-47
- d) Resolution No. 2025-47—Exhibit “A”— Public Services Agreement

ATTACHMENTS

- a) Attachment “1”— Feasibility Study for the Development of the AgX Innovation Center in Escondido, California

RESOLUTION NO. 2025-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A LEASE AGREEMENT BETWEEN THE CITY OF ESCONDIDO AND THE VINE INSTITUTE FOR THE PROPERTY LOCATED AT 455 N. QUINCE STREET, ESCONDIDO, CALIFORNIA 92025 TO BE KNOWN AS THE ESCONDIDO AGX REGIONAL INNOVATION HUB

WHEREAS, this Resolution is being adopted for the purpose of authorizing the Mayor to execute, on behalf of the City, a Lease Agreement between the City of Escondido ("City") and The VINE Institute, ("Vine" or "lessee"), a California non-profit public benefit corporation, at 455 N. Quince Street, Escondido, California 92025; and

WHEREAS, the City owns real property located at 455 N. Quince Street, Escondido, California 92025 (APN 232-091-2700), which is comprised of 3.48 acres and approximately 40,680 square feet of warehouse and office space ("Property"); and

WHEREAS, the City Council has considered the Lease Agreement proposal and terms, the Staff Report, attachments to the Staff Report, and any public comment; and

WHEREAS, the proposed Lease Agreement for the Property is attached hereto as Exhibit "A"; and

WHEREAS, City staff has negotiated the terms the proposed fifteen (15) year Lease Agreement with Vine for the exclusive use of the Property to operate the Escondido AgX Innovation Hub; and

WHEREAS, the Lease Agreement specifies that if Vine fails to demonstrate significant progress toward the development and operation of the Escondido AgX Innovation Hub within three years of the

Lease Agreement Effective Date (as such term is defined therein), the City or Vine may terminate the Lease Agreement; and

WHEREAS, any changes to the use of the Property beyond what is outlined in the Lease Agreement and permitted under current City zoning and land use regulations shall require prior written approval from the Real Property Manager, amendment of the Lease Agreement, and compliance with applicable permitting processes established by the City; and

WHEREAS, the City had partnered with the University of California Agriculture and Natural Resources ("UCANR") and Vine to explore the development of an Escondido AgX Innovation Hub at the Property; and

WHEREAS, Vine conducted a Feasibility Study for the Escondido AgX Innovation Hub which identified the Property as a viable and strategic location to advance agriculture technology innovation, entrepreneurship, and workforce development; and

WHEREAS, the City Council finds that entering into the proposed Lease Agreement is in the public interest, furthers the City's economic development goals, and aligns with the City's Comprehensive Economic Development Strategy.

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. The Mayor is hereby authorized to execute, subject to final approval as to form by the City Attorney, the Lease Agreement between the City of Escondido and The VINE Institute for the property

located at 455 N. Quince Street, Escondido, CA 92025, substantially in the form attached hereto as Exhibit "A."

3. The Council affirms that The Vine Institute must obtain all necessary land use entitlements, permits, and approvals for any improvements or modifications to the premises beyond those permitted by right. No rights, approvals, or entitlements are granted or implied by the adoption of this Resolution alone.

4. The Council further finds that this Lease advances the City's objectives to support agricultural innovation, business creation, job creation, and long-term economic sustainability in the region.

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

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

Attn: Real Property Manager
City of Escondido
201 North Broadway
Escondido, CA 92025-2798

This Space for Recorder's Use Only

APN: 232-091-2700



LEASE AGREEMENT

for

455 N. Quince St., Escondido, CA, 92025-2521

between

The City of Escondido

and

VINE Institute

a California non-profit public benefit corporation

Effective Date: _____, 20__

Term: 15 years

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease") is entered into as of the last signature date set forth below ("Effective Date"), by and between the City of Escondido, a California municipal corporation (the "City"), and VINE Institute, a California non-profit public benefit corporation ("Lessee") regarding the City's real property located at 455 N. Quince S.t, Escondido, CA, 92025-2521, and having assessor's parcel number (APN) 232-091-2700, as more particularly described in Exhibit A of this Lease, which is attached hereto and incorporated herein by this reference ("Premises"). (The City and Lessee each may be referred to herein as a "Party" and collectively as the "Parties.")

AGREEMENT

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

1. **Term.** The term of this Lease shall be for a period of 3 years, commencing on the Effective Date ("Term"). At the end of the Term, this Lease may be renewed for three additional option terms, upon written agreement by the City and the Lessee.

Option 1: Three (3) years

Option 2: Four (4) years

Option 3: Five (5) years

2. **Termination for Nonperformance.** As discussed elsewhere herein, the Parties intend for Lessee to create the Escondido AgX Innovation Hub as outlined in the Feasibility Study for the Development of the AgX Innovation Center in Escondido, California, which is attached hereto as Exhibit B and incorporated herein by this reference ("Feasibility Study"), except as to any conflicting terms provided herein. In addition to this Lease, the City and Lessee shall enter in to a Public Services Agreement regarding Lessee's establishment of the Escondido AgX Innovation Hub at the Premises ("Public Services Agreement"). The City reserves the right to terminate this Lease without notice should Lessee fail to perform its obligations under the Public Services Agreement. Additionally, the City reserves the right to terminate this Lease without notice should Lessee fails to perform all of its obligations under this Lease.

3. **Rent.**

3.1 *Base Rent.* In consideration of the possession and use of the Premises, Lessee shall pay to the City rent in the amount of \$10.00 per year paid in advance for the first 3 years of the Term ("Rent"), and annually thereafter due and payable on the last signature date set forth below. Checks should be made payable to the City of Escondido and delivered to Attn: Accounts Receivable at 201 N. Broadway, Escondido, CA 92025.

3.2 *Late Fee.* Rent payments received after the fifth day of any month during the Term of this Lease will be considered late and Lessee shall be charged the Rent plus an additional 20% of the Base Rent amount stated in Paragraph 3.1 of this Lease.

4. Intentionally Omitted.

5. **Utility Payments.** Lessee is responsible for all utilities and services necessary for Lessee's

occupancy and use of the Premises, including but not limited to the following: gas, water, electricity, trash, telecommunications, and sewage or septic service charges (“Utility Payments”). Lessee will be responsible for transferring all utilities into the name of the Lessee.

6. **Taxes, Assessments, and Fees.**

6.1 The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee shall pay, prior to delinquency, all taxes and assessments that may be levied upon or assessed against the Premises and all taxes and assessments of every kind and nature whatsoever arising in any way from the use, occupancy, or possession of the Premises or assessed against the improvements situated thereon. The City shall not be required to pay any taxes or assessments whatsoever that relate to or may be assessed against this Lease or the Premises, including but not limited to any buildings, improvements, structures, machines, appliances, or other improvements of any nature whatsoever, or on any interest therein.

6.2 Lessee may, at its option, contest in good faith, and by an appropriate and timely legal proceeding, any such tax and assessment; provided, however, that Lessee shall indemnify and hold harmless the City from any loss or damage resulting from any such contest, and all expenses of the same (including, without limitation, all attorneys’ fees, court costs, and other costs) shall be paid solely by Lessee.

6.3 Lessee further agrees not to allow such taxes, assessments, or fees to become a lien against the Premises or any improvement thereon. Nothing in this Lease shall be deemed to prevent or prohibit Lessee from contesting the validity or amount of any such tax, assessment, or fee in any manner authorized by law.

7. **Use.**

7.1 *Permitted Uses.* Lessee shall use and occupy the Premises exclusively for the following uses: creation of the Escondido AgX Innovation Hub as described and outlined in the Feasibility Study, except as to any conflicting terms provided herein, for the Development of the AgX Innovation Center in Escondido, California. Lessee’s use and occupancy of the Premises shall comply with all provisions and requirements contained in any permits or approvals issued by the City of Escondido or any other governmental agency relating to the Premises. Lessee shall not use or occupy, nor permit the use or occupancy of, the Premises other than as authorized in this Lease.

7.2 *Prohibited Use.* Lessee shall not use or allow the Premises to be used for any unlawful purpose, nor shall Lessee cause or maintain or permit any nuisance in, on, or about the Premises. Lessee shall not commit or suffer the commission of any waste in, on, or about the Premises. Lessee shall not use or permit the use of the Premises for any purpose prohibited by this Lease.

7.3 *Use Determination.* In any case where Lessee is in doubt as to the propriety of any particular use, Lessee may request written determination of the City that such use is or is not permitted at the Premises.

7.4 *Right to Inspect.* The Premises shall at all times be open to inspection by all local, state, and federal governmental authorities. In the event the City determines that Lessee’s use of the Premises creates an unnecessary or unreasonable risk to the Premises or to public health, safety, or welfare, the City may require that Lessee cease using the Premises until such risk no longer exists.

7.5 *Pets.* No pets or livestock of any kind may be kept on the Premises throughout

the Term without the prior written consent of the City's Real Property Manager.

8. **Acceptance and Maintenance.**

8.1 Lessee hereby acknowledges and agrees that Lessee has inspected the Premises and Lessee accepts said Premises "as is" and "where is." Lessee acknowledges that the City makes no representations as to the condition or suitability of the Premises or any improvements on the Premises.

8.2 Pursuant to the noticing requirements of California Civil Code section 1938, Lessee acknowledges that the Premises being leased has not undergone inspection by a Certified Access Specialist (CASP). Pursuant to California Civil Code section 1938(e), the City states as follows:

a. A CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the City may not prohibit Lessee from obtaining a CASp inspection of the Premises, if requested by Lessee. Should Lessee request a CASp inspection, the Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

b. Lessee hereby expressly agrees that the CASp inspection fee and any repairs or modifications necessary to correct violations of construction-related accessibility standards that are noted in a CASp's inspection report are the sole responsibility of Lessee.

8.3 Lessee agrees to maintain the Premises in good condition and in compliance with all applicable property maintenance and related laws. Lessee releases the City from any obligation to maintain any portion of the Premises. Said release is part of the consideration for the rental of the Premises, and Lessee therefore waives all rights it may otherwise have under California Civil Code sections 1941 and 1942.

8.4 In the event Lessee fails to properly maintain the Premises as required by the City, the City shall notify Lessee in writing of the same. If Lessee fails to correct the identified insufficient maintenance within 30 days of the City's notice, the City may either:

a. Treat Lessee's failure as an Event of Default pursuant to Paragraph 11.2 of this Lease; or

b. Perform such maintenance as the City deems necessary, at Lessee's sole cost, to keep the Premises in good condition and in compliance with all applicable property maintenance and related laws ("Necessary Maintenance"). If the City performs Necessary Maintenance, costs resulting therefrom may include, but are not limited to, labor, material, and equipment. Upon completion of Necessary Maintenance by the City, the City shall provide Lessee with an invoice for all Necessary Maintenance costs. Lessee shall pay the City the full invoiced amount within 10 days of receipt of the invoice. Lessee's failure to pay the full invoiced amount within 10 days of receipt of the invoice may be treated as an Event of Default pursuant to Paragraph 11.2 of this Lease.

9. **Alterations.** Lessee shall have three years from the effective date to make significant progress toward completing any necessary alterations and renovations to the Premises for the operation of the Escondido AgX Innovation Hub as described and outlined in the Feasibility Study for the Development of the AgX Innovation Center in Escondido, California, and only after obtaining all applicable permits and approvals. Lessee shall perform all necessary work to bring the building in compliance with applicable municipal code standards within three years from the effective date. The City agrees to waive

all permit fees, and expedite all permits associated with the Escondido AgX Innovation Hub for the Term of the Lease agreement. Any improvements to the Premises during the Term shall become a fixture to the realty and shall remain on and be surrendered with the Premises upon termination of this Lease.

10. **Occupancy, Assignment, and Subletting.**

10.1 *Occupancy.* Lessee shall take occupancy of the Premises within 30 days of the Effective Date of this Lease.

10.2 *Assignment.* Lessee may not assign any interest in this Lease to any third party, at any time, including by means of a transfer of a controlling interest in Lessee.

10.3 *Subleasing.* Lessee may sublease portions of the facility at their discretion in furtherance of the Permitted Uses. Subleases will not supersede any portion of this lease agreement.

11. **Lease Termination.**

11.1 The City may terminate this Lease within the first three years of the lease if the necessary alterations and renovations to bring the Premises into compliance with applicable municipal code provisions, and for the operation of the Escondido AgX Innovation Hub are not completed, or any nonperformance or deviation from the intent of the feasibility study to create a regional innovation hub for agriculture technology.

11.2 *Event of Default.* The following shall constitute an event of default (“Event of Default”) whereby the City may immediately terminate this lease upon written notice:

a. Lessee’s violation of any provision of this Lease, excluding a default in the timely payment of Rent or other payment required to be made by Lessee under this Lease as described in Paragraph 11.2(b) of this Lease; or

b. Lessee’s default in the timely payment of Rent or other payment required to be made by Lessee under this Lease, where such default is not cured within five business days after written notice of such default is given to Lessee.

c. Lessee’s default or failure to fully perform under the related Public Service Agreement approved and executed concurrently with this Lease.

11.3 *Vacation of Premises.* Upon termination of this Lease for any reason, Lessee shall peaceably vacate and deliver the Premises to the City in the same condition as Lessee found it upon Lessee’s acceptance of the Premises hereunder, excepting ordinary wear and tear and other conditions accepted in the City’s sole and absolute discretion.

11.4 *Violation or failure to perform on state or federal grant contracts.* If the Lessee is found to be in violation or failure to perform on awarded state or federal grant agreements, the City at its sole discretion may terminate the lease.

11.4 Upon termination of this Lease, Lessee shall immediately:

a. Arrange and pay for the disconnection of all utilities and services as referenced in Paragraph 5 of this Lease;

b. Provide a written statement to the City’s Real Property Manager identifying Lessee’s new address for purpose of refunding monies, if any, due Lessee under this Lease; and

c. Deliver any keys for the Premises to the City’s Real Property Manager, the means of such delivery consisting of personal delivery or, if in-person delivery is not possible, by Lease Agreement

certified mail.

12. **Notice.** Unless otherwise provided herein, any statements, communications, or notices to be provided pursuant to this Lease shall be sent by personal delivery, certified or registered mail, or email to the addresses and to the attention of the persons set forth herein. Either Party shall provide the other Party with 10 days' written notice of any change of person to be notified or change of address.

If to Lessee:

1100 Main Street, Suite 300
Woodland, CA 95695-3522
Attn: Lon Hatamiya
President VINE Institute
530-304-3398

If to the City:

City of Escondido
201 N. Broadway
Escondido, CA 92025
Attn: Jennifer Schoeneck,
Director of
Economic Development
760 -839-458

13. **Indemnification, Hold Harmless, Duty to Defend.**

13.1 Lessee (including Lessee's agents, employees, contractors, and subcontractors, if any) shall indemnify, hold harmless, and defend the City, its boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "Indemnified Parties") 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, liens, 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"), and any attorney's, consultant, or expert fees and City staff costs for investigating and responding to any Claims, and provide and pay all costs for a defense of any and all Claims against any of the Indemnified Parties, in connection with this Lease or any component thereof; the validity, applicability, or implementation of this Lease; the presence of Hazardous Materials as defined in this Lease; or Lessee's use of the Premises.

13.2 Lessee shall further indemnify, protect, defend, and hold harmless the Indemnified Parties 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, occurring as a result of, or allegedly caused by, this Lease or Lessee's use of the Premises.

13.3 All provisions within this Section 11 shall survive termination of this Lease.

14. **Insurance.**

14.1 Lessee shall procure and maintain, at its own cost, during the entire term of this Lease, insurance against claims for injuries to persons or damages to property that may arise from or in connection with this Lease, and the results of Lessee's use of the Premises, by Lessee, its agents, representatives, employees, or volunteers. Insurance coverage shall be at least as broad as the following:

a. *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/\$4,000,000 general aggregate.

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

c. *Property Insurance.* Lessee shall procure and maintain property insurance against all risks of loss to any Lessee improvements or betterments, at full replacement cost with no coinsurance penalty provision. Property insurance shall include not less than \$1,000,000 Fire Legal liability on the Premises, including improvements and betterments owned by the City, and shall name the City as a loss payee. Lessee shall also provide fire insurance on all personal property contained within or on the Premises. The policy must be written on an "all risks" basis, excluding earthquake and flood. The contract shall insure for not less than 90% of the actual cash value of the personal property, and Lessee shall name the City as an additional insured.

d. *Interruption of Business Insurance.* Lessee shall, at its sole cost and expense, maintain business interruption insurance by which the minimum monthly rent will be paid to the City for a period of up to one year if the Premises is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements.

e. If Lessee maintains broader coverage and/or higher limits than the minimums otherwise required by this Lease, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by Lessee.

14.2 Each insurance policy required by this Lease must be acceptable to the City Attorney and shall meet the following requirements:

a. *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.

b. *Additional Insured Status.* Lessee's Commercial General Liability policy 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.

c. *Primary Coverage.* Lessee'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 Lessee's insurance and shall not contribute with it.

d. *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the City.

e. *Waiver of Subrogation.* Lessee hereby grants to the City a waiver of any right to subrogation that any insurer of Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee 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 Lease shall be endorsed with a waiver of subrogation in favor of the city for all work performed by Lessee, its agents, representatives, employees and volunteers.

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

g. *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the City.

14.3 *Verification of Coverage.* At the time Lessee executes this Lease, Lessee 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 Lease), which shall meet all requirements under this Lease. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Lease, at any time.

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

14.5 *No Limitation of Obligations.* The insurance requirements within this Lease, including the types and limits of insurance coverage Lessee 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 Lessee pursuant to this Lease, including but not limited to any provisions within this Lease concerning indemnification.

14.6 *Failure to comply with any of the insurance requirements in this Lease, including but not limited to a lapse in any required insurance coverage during the term of this Lease, shall be a material breach of this Lease. In the event that Lessee fails to comply with any such insurance requirements in this Lease, in addition to any other remedies the City may have, the City may, at its sole option, (i) immediately terminate this Lease; or (ii) order Lessee to immediately vacate the Premises until Lessee demonstrates compliance with the insurance requirements in this Lease.*

15. Miscellaneous.

15.1 *Provisions Cumulative.* All provisions contained herein are cumulative and in addition to and not in limitation of any other rights or remedies available to the City.

15.2 *Merger Clause.* This Lease and its attachments, if any, constitute the entire understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Lease and any attachments, the provisions of this Lease shall prevail.

15.3 *Anti-Waiver Clause.* None of the provisions contained herein shall be waived because of the City's previous failure to insist upon strict performance, nor shall any provision be waived because the City has waived any other provision, in whole or in part.

15.4 *Severability.* This Lease 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 Lease shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Lease.

15.5 *Choice of Law.* This Lease shall be governed by the laws of the State of California. Venue for any action arising from this Lease, including but not limited to matters concerning validity, construction, performance, or enforcement shall be exclusively in the state or federal courts located in San Diego County, California.

15.6 *Entire Lease.* This Lease, together with its attachments or other documents, if any, described or incorporated herein, contains the entire Lease and understanding concerning the subject of this Lease and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. Each of the Parties hereto acknowledges that no other Party, nor the agents nor the attorneys for any Party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Lease and acknowledges that this Lease has not been executed in reliance upon any promise, representation, or warranty not contained herein. This Lease shall supersede any leases or rental agreements heretofore made or issued for the Premises between the City and Lessee.

15.7 *Amendment.* This Lease may not be amended except in a writing signed by all of the Parties hereto, and then only in the specific instance and for the specific purpose given.

15.8 *Independent Investigation.* The Parties acknowledge that they have conducted an independent investigation of the facts concerning the subject matter of this Lease. The Parties agree that the factual recitals are correct and expressly assume the risk that the true facts concerning the foregoing may differ from those currently understood by them.

15.9 *Advice of Counsel.* The Parties hereby acknowledge that they have executed this Lease after having the opportunity to consult with, and receive the advice of, their own counsel.

15.10 *Capacity.* Each individual signing this Lease represents and warrants that he or she has been authorized to do so by proper action of the Party on whose behalf he or she has signed.

15.11 *Attorney's Fees.* In any action to enforce the terms of this Lease, the Parties agree that the prevailing party shall be entitled to its reasonable attorney's fees and all costs, fees, and expenses, including the fees of expert witnesses and consultants, whether or not such costs, fees, and expenses are recoverable or allowed as costs under California Code of Civil Procedure section 1033.5. In addition to the foregoing award of attorney's fees and costs, the prevailing party shall be entitled to its attorney's fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision is separate and shall survive the merger of this provision into any judgment on this Lease.

15.12 *Counterparts.* This Lease 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 Lease by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.

15.13 *Compliance with Federal, State, and Local Laws.* Lessee acknowledges, understands, and agrees that it is the duty of Lessee, while operating under this Lease, to comply with all federal, state, and local laws, and to indemnify the City from any violation of any such law. Failure to comply with a provision of federal, state, or local law shall constitute an Event of Default and is grounds for the City's immediate termination of this Lease.

15.14 *Non-Discrimination.* Lessee understands, acknowledges, and agrees that this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against any person or group of persons on account of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, or an individual's status in any group or class protected by applicable federal, state, or local laws, in the use, occupancy, tenure, or enjoyment of the Premises.

Lessee shall not establish or permit any such practice of discrimination with reference to the treatment, selection, location, number, or occupancy of customers, tenants, or vendees on the Premises.

15.15 *Hazardous Materials or Contaminated Soil.* Lessee shall not place or permit to be placed any chemical, material, or substance now or hereafter defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, extremely hazardous waste, restricted hazardous waste, toxic substances, pollutant or contaminant, imminently hazardous chemical substance or mixture, hazardous air pollutant, toxic pollutant, or words of similar import under any local, state, or federal law or under the regulations adopted or publications promulgated pursuant thereto applicable to the Premises, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. (CERCLA); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (RCRA), that requires special handling in collection, storage, treatment, and/or disposal (“Hazardous Materials”). Lessee also hereby covenants and agrees that if at any time it is determined there are Hazardous Materials or contaminated soils located on the Premises, Lessee shall immediately notify the City. Within 30 days of notice to the City, Lessee shall commence all necessary action, at Lessee's sole cost and expense, to ensure the Hazardous Materials or contaminated soil are removed from the Premises and shall otherwise ensure swift compliance with all applicable federal, state, and local laws and other environmental requirements.

15.16 *Special Provisions.* Lessee hereby acknowledges that Lessee waives all rights to any form of relocation assistance provided for by local, state, or federal law to which Lessee may be entitled by reason of this Lease.

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

15.18 *Annual Reporting.* In exchange for the low lease rate, Lessee shall provide quarterly and annual reports to the Director of Economic Development outlining the operations of the Escondido AgX Innovation Hub. Lessee is required to present an annual report to the City Council as a current business item each year for the duration of the lease. Each quarterly and annual report must include the following, but not limited to, status of construction and buildout of the facility, staffing for the facility and associated programs, status of subleases, narrative of businesses supported, number of jobs created, number of events held, any potential obstacles or challenges in achieving goals, and goals for the upcoming fiscal year, any additional information to show progress in achieving what is outlined in the feasibility study.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties below are authorized to act on behalf of their organizations, and have executed this Lease as of the Effective Date.

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

VINE Institute a California non-profit public benefit corporation

Date: _____

Lon Hatamiya, President

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

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

BY: _____

Date: _____

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

COUNTY OF _____]

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

City of Escondido

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

COUNTY OF _____]

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

[Lessee]

Exhibit A

Legal Description of Premises

That certain real property in the County of San Diego, State of California, described as follows:

RESOLUTION NO. 2025-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC SERVICES AGREEMENT WITH THE VINE INSTITUTE TO PROVIDE START-UP FUNDING FOR THE ESCONDIDO AGX INNOVATION HUB

WHEREAS, the City of Escondido (“City”) has identified agriculture and agricultural technology as key industries to support future economic growth as part of its Comprehensive Economic Development Strategy (“CEDS”); and

WHEREAS, the City has initiated the development of the Escondido AgX Innovation Hub, a regional center to promote agriculture innovation, entrepreneurship, food systems development, and workforce training, located at 455 North Quince Street, Escondido, CA 92025; and

WHEREAS, the City Council is concurrently considering authorization of a Lease Agreement with The VINE Institute (“Vine”) for the operation and management of the Escondido AgX Innovation Hub; and

WHEREAS, the City desires to provide start-up financial assistance to Vine in the amount of \$500,000, through a Public Services Agreement, to support tenant improvements, operational development, program creation, and fundraising activities aligned with the Feasibility Study for the AgX Innovation Hub; and

WHEREAS, the City Council has considered the Public Services Agreement proposal and terms, the Staff Report, attachments, and any public comments; and

WHEREAS, the proposed Public Services Agreement is attached hereto as Exhibit “A”; and

WHEREAS, the City Council finds that entering into the proposed Public Services Agreement is in the public interest, furthers the City's economic development goals, and supports the growth of innovation and entrepreneurship in the agricultural sector.

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

1. That the above recitations are true.
2. The Mayor is hereby authorized to execute, subject to final approval as to form by the City Attorney, the Public Services Agreement between the City of Escondido and The VINE Institute, substantially in the form attached hereto as Exhibit "A," for the purpose of providing start-up funding to support the Escondido AgX Innovation Hub.
3. The Council finds that this Public Services Agreement advances the City's objectives to foster agricultural innovation, promote job creation, support workforce development, and enhance economic sustainability in the region.



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: Sean McGlynn
760-839-4897
("CITY")

And: VINE Institute
a California non-profit public benefit corporation
UC Agriculture and Natural Resources
2801 2nd Street
Davis, CA 95618
Attn: Lon Hatamiya, President
520-304-3398
("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 initial sum not to exceed **\$250,000** to be paid within forty-five (45) days of execution of both this Agreement and the related Lease Agreement. Within forty-five (45) days after the City's review of the Initial Annual Report and Progress Presentation as described herein, and contingent upon City Council approval of a budget including this item, the CITY shall pay, and CONTRACTOR shall accept in full, a second sum not to exceed **\$250,000**. CONTRACTOR shall be compensated only for performance of the Services described in this

Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.
4. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONTRACTOR with 10 days' advance written notice. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.
5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
 - b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.
 - (7) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
 - (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
 - d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONTRACTOR fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

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

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

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

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

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

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

12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
13. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
14. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
15. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
17. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
18. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.
19. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
20. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or

appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

22. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONTRACTOR agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
24. [Intentially Omitted]
25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

The VINE Institute

Date: _____

Lon Hatimiya, 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

Vine Institute, a California non-profit benefit corporation (“Contractor”) shall provide the City of Escondido (“City”) start-up and development services for the Escondido AgX Innovation Hub. Contractor will be responsible for implementing activities that support facility operations, tenant improvements, program development, fundraising efforts, and overall operational capacity at the Escondido AgX Innovation Hub, consistent with the recommendations outlined in the Escondido AgX Innovation Hub Feasibility Study, which is attached to this Scope of Work as **Exhibit 1** and incorporated herein by this reference.

B. Location

The services under this Agreement will be performed at the City-owned property located at 455 N. Quince St., Escondido, CA 92025. A separate Lease Agreement will be executed concurrently with this Agreement.

C. Services

Contractor shall undertake the following activities during the Term of this Agreement:

1. Facility Startup and Renovations
 - Initiate tenant improvements and renovations to the facility in accordance with the Escondido AgX Innovation Hub Feasibility Study.
 - Prepare the site for incubation of AgTech start-ups, food system development, and regional partnership activities.
 - Utilize initial funding for engineering and architectural design for refurbishment of the building and overall site, including:
 1. Food hub infrastructure design and building utilization.
 2. Basic site development, including electrical, plumbing, water, and wastewater systems.
2. Operational Planning and Launch
 - Develop and implement an operational framework to support program delivery at the Escondido AgX Innovation Hub.
 - Recruit tenants and program partners that align with the proposed uses of an AgTech incubator, food hubs, and CPG labs.
 - Utilize initial funding for administrative staffing, including project management and day-to-day administration.
3. Program Development
 - Design and launch early-stage entrepreneurship programming, workforce development initiatives, and food system strengthening activities consistent with the Feasibility Study goals.
 - Coordinate educational and outreach events to position the Escondido AgX Innovation Hub as a regional center of excellence.
4. Fundraising and Resource Development
 - Launch external fundraising efforts to leverage City investment and attract additional capital, grants, and sponsorships.
 - Use second-phase funding to enhance administrative staffing for sustainable grant funding development, targeting federal, state, and philanthropic sources.
 - Develop ongoing subleases for tenants and innovation center users.
5. Facility and Program Expansion
 - Support ongoing phased development of specialized facilities, including:

1. Wet lab facilities, test kitchens, and consumer packaged goods (CPG) lab design and buildout.
6. Annual Reporting
 - Submit an Annual Report to the City no later than 12 months after initial disbursement, demonstrating:
 1. Compete and detailed accounting of all funding detailed in this agreement
 2. Progress toward achieving operational goals of the AgX Innovation Hub.
 3. Fundraising results and additional investments secured.
 4. Programmatic achievements and tenant milestones.
 5. Challenges and future action plan for continued growth.

D. Scheduling

The Contractor will continue to perform the services outlined in this Agreement, including the related Lease for the Escondido AgX Innovation Hub, for a period of 13 years following the second disbursement, unless the Lease is terminated prior to that time. This ongoing commitment ensures the sustained operation, growth, and development of the AgX Innovation Hub as outlined in the Escondido AgX Feasibility Study and the scope of work defined in this Agreement.

Deliverable	Due Date	Notes
Contractor to submit to the City's satisfaction an Initial Facility Startup Plan and Renovation Schedule	Within 60 days of the Effective Date of this Agreement	Plan for improvements and startup timeline.
The City to make the first Disbursement of \$250,000	Within 45 days of execution of Lease between the VINE Institute and the City for 455 N. Quince St., Escondido, CA 92025 ("Lease") and this agreement	Payable upon City verification of lease execution and this agreement
Contractor to provide an Annual Report and Progress Presentation to the satisfaction of the City.	Within 12 months of Lease execution	Contractor is required to submit the Annual Report and present to the Escondido City Council for second \$250,000 disbursement.
Second Disbursement of \$250,000 (Contingent upon City Council budget approval)	Upon City review and acceptance of Annual Report	Subject to City Council programming of funds in the following fiscal year.

Inquires relating to this Agreement, including scheduling and coordination with City staff, may be directed to Jennifer Schoeneck, Director of Economic Development, at 760-644-5194 or jennifer.schoeneck@escondido.gov and Pedro Cardenas, Management Analyst II at 760-839-4588 or pedro.cardenas@escondido.gov.

E. Contract Price and Payment Terms

Payment under this Agreement shall be as follows:

- Initial Payment of \$250,000 shall be issued within 45 days of the Effective Date of this Agreement. This Initial Payment will support activities including but not limited to:
 - Engineering and architectural design for facility refurbishment and site development;

- Basic site improvements (electrical, plumbing, water, and wastewater systems) and
- Initial administrative staffing, including project management and day-to-day administration.
- Any remaining services detailed in Section C of this agreement
- Second Payment of \$250,000 is contingent upon City Council approval of a budget including this item, and may be issued within 45 days of the City's acceptance of the Annual Report with prior approval of the Escondido City Council. This funding will support activities including but not limited to:
 - Continued administrative staffing to pursue sustainable grant funding and tenant development.
 - Phased development of wet lab, test kitchen, and consumer packaged goods (CPG) lab facilities.

If this Agreement or the Lease is terminated at any time, any unused portion of the funds provided by the City shall be promptly returned to the City. This provision shall survive any termination of this Agreement.

F. Term

The term of this Agreement shall be for a period of 15 years commencing on the Effective Date of this Agreement, or until any earlier termination of the Lease.

G. Other

Prior to starting work, Contractor shall obtain any City permits at their sole expense.

Contractor may use the name "Escondido AgX" for its work related to this project, however Contractor agrees not to use that name for its work in any context outside of this project, and not to use that name after termination of this Agreement. Contractor covenants that any subleases entered into related to this project will include a provision prohibiting sublessees from using the name "Escondido AgX."



FEASIBILITY STUDY FOR THE DEVELOPMENT OF THE AG X INNOVATION CENTER IN ESCONDIDO, CALIFORNIA

October 2024

PREPARED BY



THE VINE
INSTITUTE

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I. EXECUTIVE SUMMARY

FEASIBILITY STUDY FOR THE DEVELOPMENT OF THE AG X INNOVATION CENTER IN ESCONDIDO, CALIFORNIA

SUMMARY OF KEY FINDINGS

The Ag X Innovation Center Feasibility Study was conducted to determine the best use for the existing city-owned property and buildings at 455 N. Quince Street in Escondido, California. Based upon key findings developed as a result of extensive data analysis, independent research and review, individual stakeholder interviews, and targeted group discussions, the following goals are set forth:

1. Create a shared vision for the Ag X Incubator and Program
2. Identify the current market landscape for agricultural technology innovation in California, the United States, and across the globe
3. Evaluate various design alternatives and technical needs of the incubator
4. Identify building and program requirements and specifications
5. Develop an operating proforma model and phase 1 business plan

The Vine Institute, a California nonprofit public benefit corporation created to support innovators and entrepreneurs working in agriculture, food systems, and related technology, was retained by the City of Escondido, California to perform an independent and objective feasibility analysis for the establishment of an agricultural innovation center at the City owned property at 455 N. Quince Street. The City of Escondido has a long history of agricultural production and heritage with the potential to blossom further into a modern hub for agricultural technology and innovative practices. Escondido has long been a fertile ground for diverse agricultural endeavors. Historically, the

area was known for its citrus groves and vineyards, which laid a strong foundation for a thriving agricultural economy. Over the years, the focus has expanded to include a variety of crops, especially avocados, and innovative farming techniques, responding to the evolving demands of both markets, climate, and evolving demographics within San Diego County and Southern California.

We have endeavored to: (1) create a shared vision for the Ag X Innovation Center; (2) analyze the current agricultural technology market situation across San Diego County, California, the United States and around the world; (3) evaluate possible design alternatives and technical needs of the Ag X Incubator; (4) identify building and program requirements and specifications for the proposed uses for 455 N. Quince Street in Escondido; and (5) provide a sustainable operating proforma model and phase 1 business plan.

A. METHODOLOGY

To identify and develop recommendations for the practical creation of the Ag X Innovation Center in Escondido, California, we began by analyzing the need for agricultural technology innovation and the current and future trends across California, the United States, and around the world. We considered the current socio-economic makeup of the City of Escondido and the surrounding areas of San Diego County's agricultural production and processing and the region's role in creating opportunities for future food and agricultural production and related technology development.

Second, we solicited stakeholder input targeting agricultural industry leaders, processors, Ag X current and potential stakeholders, trade associations, agricultural technology startups, local government, and university officials, as well as complementary professionals, including economic development directors from neighboring communities in San Diego County. We also interviewed individuals who have experience with the technology sector generally in the San Diego region.

Third, we reviewed and analyzed potential agricultural innovation options to be included in the Escondido Ag X Innovation Center. These options emanated from our extensive review and analysis of existing technology innovation centers across the country and around the world

as well as a review of the greatest needs for agricultural technology advancements now and into the future, especially those beneficial to San Diego County and the surrounding region.

Finally, we performed a financial analysis to develop an initial business plan/proforma to ensure the feasibility, long-term viability, and sustainability of the Escondido Ag X Innovation Center. This was based upon existing market conditions, presumptive costs and expenses, projected revenue streams, and other relevant criteria. We also recommended various potential funding opportunities for consideration.

B. KEY FINDINGS AND RECOMMENDATIONS

KEY FINDINGS

- **The City of Escondido and San Diego County is home to a diverse agricultural community.**
- **Local and regional agricultural production is threatened by increasing costs of production, conversion of agricultural land, and international competitive pressures.**
- **The City of Escondido has prioritized Agriculture and AgTech Development through its five-year Community Economic Development Strategy (CEDs).**
- **The San Diego Border Region through the California Jobs First Program has also determined that Agriculture and Sustainable Food Systems are a top priority.**
- **The City of Escondido has a dedicated property to develop an Ag X Innovation Center and Incubator.**
- **Development of an Ag X Innovation Center can become an economic driver and job creator for the City of Escondido and the surrounding region.**

RECOMMENDATIONS

Based upon the aforementioned analysis and consideration, the following recommendations for the creation of an Escondido Ag X Innovation Center are set forth:

1. **Develop a Regional Food Hub** for aggregation and distribution of locally produced agricultural products.
2. **Develop a Business Incubator** to nurture existing agricultural technology companies and to develop start-up opportunities for innovative and regional applicable technologies.
3. **Create a Consumer-Packaged Goods (CPG) Laboratory along with appropriate Test Kitchen facilities** to support local and regional emerging CPG food companies and entrepreneurs focused on the emerging local and regional market demands.
4. **Support local AgriTourism efforts** through the development of collaborative practices, applications, and land use partnerships within the region.
5. **Build upon the “Grown in San Diego” brand** with the goal to further develop intentional placemaking, marketing, and differentiation of locally grown products.

C. CONCLUSIONS

Through its long history of agricultural production and strong cultural heritage, the City of Escondido has the potential to emerge as a modern hub for agricultural innovation and sustainable creative practices. Escondido is uniquely positioned to be a leader in the region for this economic cluster, offering existing land, supply chain resources, and infrastructure such as the Membrane Filtration and Reverse Osmosis (MFRO) water facility, a rail spur, and especially, the property at 455 N. Quince Street.

As this extensive feasibility analysis concludes and given the aforementioned attributes of the City of Escondido, we recommend

the creation of the Ag X Innovation Center at 455 N. Quince Street. The creation of the Ag X Innovation Center would be a unique proposition and catalytic venue to spur agricultural development appropriate for Escondido and the San Diego/Southern California region for the next several decades.

The overall foundational need and vision for the creation of an Ag X Innovation Center is based in the City's CEDS, San Diego County's Jobs First priority, and the current status of agriculture across San Diego County, and most specifically within the City of Escondido. For agriculture to remain viable and vibrant, an Ag X Innovation Center is essential for the continued development of creative and innovative practices for food and agricultural production into the future.

Today, the spirit of innovation continues with the integration of AgTech into various aspects of agriculture. AgTech is the use of technology in agriculture with the aim of improving yield, efficiency, and profitability. Not all AgTech needs to be cutting edge or breakthrough but should be readily applicable to the specific needs of the local and regional community, industry, and marketplace. Creative practices that maximize a locality's specialties and strengths are just as important for the long-term sustainability of the food and agricultural sector.

Therefore, the mix of recommended programs and activities in a newly created Ag X Innovation Center at 455 N. Quince Street in Escondido, CA will provide the necessary epicenter for local and regional agricultural and economic development.



II.

THE NEED AND VISION FOR AN AG X INNOVATION CENTER IN ESCONDIDO, CALIFORNIA

A. OVERVIEW

Settled in a long valley in the coastal mountains of Southern California, Escondido, which means “hidden” in Spanish, lies about 18 miles inland, 100 miles south of Los Angeles, and 30 miles northeast of San Diego. Surrounded by avocado and citrus groves, the City is a diverse, vibrant community. More and more people are making Escondido their “City of Choice.” As the heart of San Diego North, it is one of the few remaining communities where people of all income levels can enjoy the Southern California lifestyle. It offers attractive homes in a wide range of prices, two lakes, several parks, a sports center, golf courses, restaurants, wineries, shopping centers, comprehensive healthcare, and the nearby San Diego Zoo Safari Park. In addition, the California Center for the Arts, Escondido, brings world-class entertainment to the area along with Queen Calafia’s Magical Circle, a sculpture garden in Kit Carson Park donated by late internationally renowned artist Niki de Saint Phalle. In recent years Escondido was named by Money Magazine as the Best Place in the West in which to retire and, at the other end of the spectrum, was named a Kid-Friendly City for its broad range of youth programs. Ladies Home Journal also ranked Escondido number eight among the Top Ten Cities for Government.¹

Established in 1888, the city’s rich past brings charm and stability to the community. Integrated with Escondido’s treasured heritage is a progressive future, bright and brimming with promise. New jobs, new cultural amenities, new entertainment venues, new choices for residential living, and a new vision for Escondido’s future, make Escondido a city to consider with potential opportunities to grow its economic base into the future.

In addition, Escondido also has a long history of agricultural production and strong heritage with the potential to blossom further into a modern hub for agricultural technology and innovative practices. The City of Escondido has long been a fertile ground for diverse agricultural endeavors. Historically, the area was known for its citrus groves and vineyards, which laid a strong foundation for a thriving agricultural economy. Over the years, the focus has expanded to include a variety of crops, especially avocados, and innovative farming techniques, responding to the evolving demands of both markets and climate.²

¹ <https://www.escondido.gov/>

² <https://freshbrewedtech.com/cultivating-innovation-escondidos-thriving-agricultural-sector-and-its-future-in-agtech/>

B. CITY OF ESCONDIDO COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY AND CALIFORNIA JOBS FIRST – GUIDING PRINCIPLES FOR AGRICULTURAL INNOVATION

In 2023, the City of Escondido updated its five-year Comprehensive Economic Development Strategy (CEDS) for 2023-2028. The CEDS is a strategic plan intended to guide and inform local policymaking over a five-year period. In addition to bringing together place-based analysis, community feedback and strategic guidance, it also qualifies communities for partnership with federal agencies such as the U.S. Department of Commerce's Economic Development Administration (EDA), to apply for and receive infrastructure grants and other forms of funding. It is updated every five years, with annual reports on the local jurisdiction's progress in achieving the action plan outlined in the document. The City of Escondido's previous CEDS was completed in 2018.

Escondido's CEDS recommends that the City pursue an economic development strategy that is focused on improving four community fundamentals, including:

- **Fundamental 1** - Balancing of Population Growth Rates
- **Fundamental 2** - Development of More Economic Opportunities
- **Fundamental 3** - Actively Maximize the Value of Land
- **Fundamental 4** - Development of Intentional Placemaking and Marketing

From these four community fundamentals, Escondido's CEDS further recommends strategic priorities and initiatives across three thematic areas, including:

- **Thematic Area 1:** Streamlined Industry Targeting
- **Thematic Area 2:** Promotion of Entrepreneurship and Commercialization
- **Thematic Area 3:** Creation of a Downtown Destination District

Most specifically, the need and vision for the development of an Ag X Innovation Center within the City of Escondido emanates from these basic community fundamentals (especially Fundamentals 2 through 4) and focused thematic areas (i.e., 1 and 2 as noted below).

Under Thematic Area 1, Escondido's CEDS recommends that the first targeted cluster is Agriculture and AgTech. These related areas evolve from the city's historical strengths in farming and ranching, and aim to preserve and grow existing agriculture operations, food packaging, and food production companies. Escondido is uniquely positioned to be a leader in the region for this cluster, offering existing land, supply chain resources, and infrastructure such as the Membrane Filtration and Reverse Osmosis (MFRO) water facility, a rail spur, the property at 455 N. Quince Street, and the San Diego County Farm Bureau. The city's growing professional services and technology industry coupled with historical strengths in agriculture and food offer the opportunity to grow as an Agriculture and AgTech hub for Southern California, conveniently located between Los Angeles and Imperial Counties.³

Moreover, Escondido's CEDS recommends that another targeted cluster is Tourism or Agritourism, including food and beverage businesses. Escondido can offer niche tourism experiences that take advantage of the area's excellent agriculture, wineries, and breweries, including emerging Agritourism opportunities locally and nearby in north San Diego County.

Additionally, under Thematic Area 2, Escondido's CEDS further recommends the promotion of entrepreneurship and early-stage scaling including AgTech development, testing, prototyping, and low-scale manufacturing, and processing.⁴ The relevant environments for these activities are home offices and laboratories, small office buildings, and small warehouses that might have formerly accommodated local services like auto repair and storage. In other words, Escondido should seek to foster the kinds of manufacturing activities that can fit in the spaces it has available.

The overarching goal of all these fundamentals and themes outlined under Escondido's CEDS is job creation and workforce development

³ City of Escondido Comprehensive Economic Development Strategy (CEDS) 2023-2028, pg. 57, Beacon Economics.

⁴ City of Escondido Comprehensive Economic Development Strategy (CEDS) 2023-2028, pg. 61, Beacon Economics.

with higher paying jobs generated within the City of Escondido. This important goal is also highlighted in California's Jobs First Initiative. San Diego County and the City of Escondido are part of the California Jobs First Southern Border Coalition, including San Diego and Imperial Counties. The Coalition aims to foster long-term economic resilience across San Diego and Imperial Counties, and coordinates competitive applications for additional funding from the state government. The Coalition is comprised of community of environmental justice organizations, regional economic development entities, labor unions, community-based organizations (CBOs), local governments, educational institutions, and Indigenous Tribes working together to create an equitable economic development plan for the region.

The Southern Border Coalition of California Jobs First submitted its Regional Plan Part 2 at the end of August 2024. In this Regional Plan, priority industry sector strategies were identified, and the highest priority within the San Diego County Subregion was Agriculture + Sustainable Food Systems.⁵ More specifically, the Plan⁶ highlights the importance of cultivating an equitable and sustainable agricultural and food system sector in San Diego County through⁷:

1. Preserving agricultural land and soils and committing to long-term production
2. Increasing the viability of local farms, fisheries, and food businesses
3. Scaling up local, sustainable, and equitable food value chains
4. Elevating wages and working conditions, and improving career pathways
5. Improving community food environments

⁵ <https://cajobsfirst.sdsu.edu/#:~:text=The%20Southern%20Border%20Coalition%20is%20part%20of%20California's%20California%20Jobs>

⁶ California Jobs First Southern Border Coalition, *Regional Plan Part 2*, submitted August 31, 2024.

⁷ San Diego Agriculture + Sustainable Food Systems Industry Sector Form, submitted August 31, 2024.

C. SAN DIEGO COUNTY AND ESCONDIDO AGRICULTURAL CHARACTERISTICS

In San Diego County, agriculture contributes \$2.88 billion to the economy and supports nearly 17,000 jobs. Agriculture in San Diego County has exceptional diversity that provides economic stability within agriculture and to the broader county economy.⁸ In 2022, the total number of acres grown in the San Diego region was 214,438 acres, while the total value of production was \$1,776,799,614. Nursery and crop flower products made up 69% of the region's total crop production in 2022, while fruit and nut crops were the second most prominent crop group, making up 17% of total crop production. More specifically, the top 10 crops in the region in 2022, as well as associated acres harvested and economic value for each, is outlined in **Table 1**, Top 10 Crops, Acres Harvested, and Economic Value.

TABLE 1: TOP 10 CROPS IN SAN DIEGO COUNTY, 2022

Crop	Acres Harvested	Economic Value
Bedding plants	1,927	\$445,359,543
Ornamental trees and shrubs	4,662	\$375,080,420
Indoor flowering and foliage	870	\$310,568,221
Avocados	12,597	\$122,828,221
Vegetables	2,526	\$113,080,084
Livestock and poultry	–	\$94,389,528
Lemons	2,847	\$73,922,314
Oranges	3,728	\$38,203,806
Other cut fruit and bulbs	830	\$32,437,482
Citrus, avocado, and subtropical fruit trees	216	\$22,352,065

Source: <https://awmsdcropreport.com> and <https://www.sdfarmbureau.org/top-crops/>

⁸ <https://www.sandiegocounty.gov/content/dam/sdc/awm/docs/SDAgImpact.pdf>

Additionally, there were approximately 4,031 farms across San Diego County in 2022, with the median size of farms of 5 acres.⁹ **Table 2** highlights the number farms by size across the county:

TABLE 2: FARMS BY SIZE, SAN DIEGO COUNTY, 2022

Farms by Size	Number
1 to 9 acres	2,790
10 to 49 acres	849
50 to 179 acres	260
180 to 499 acres	107
500 to 999 acres	20
1,000 acres or more	35

Source: United States Census of Agriculture, 2022

More specifically, the Escondido agricultural sector reflects the importance of avocado production across the county. A recent study prepared for the California Avocado Commission by ERA Economics highlights the changes and impacts of avocado production on Escondido and San Diego County.¹⁰

As recently as 2006, the majority of avocados consumed in the U.S. came from California. Now less than 10% of U.S. consumed avocados are grown in the state. Avocado acreage in San Diego County has decreased substantially, by 35% from 2012 to 2022. Acreage for the 2022-2023 season is down 14% more. The causes of this decline are many but mainly due to the increasing cost of farming and increasing competition from Mexican avocado imports.

Additionally, avocado growers operate in a competitive market and have limited ability to pass on higher input costs. As water, labor, and material input costs increase this reduces income for Escondido area

⁹ United States Census of Agriculture, 2022, https://www.nass.usda.gov/Publications/AgCensus/2022/Full_Report/Volume_1,_Chapter_2_County_Level/California/st06_2_001_001.pdf

¹⁰ "Economic Contribution and Ecosystem Service Value of Avocados in the Escondido Area," prepared for the California Avocado Commission by ERA Economics, September 2024.

growers, forcing some to exit the industry.¹¹ Avocado producers in Mexico have lower costs, which offers an advantage over Escondido area growers and threatens U.S. food security and the ability to produce domestically within San Diego County. Every avocado produced at the farm generates additional local economic activity. The total economic impact contribution of San Diego County agriculture exceeds \$2.8 billion per year, creates directly and indirectly nearly 30,000 part-time and seasonal jobs, and supports more than 7,000 other jobs in local industries. Of this, around 700 jobs and \$40 million in output value are from avocado growers in Escondido.¹²

In summary, the overall foundational need and vision for the creation of an Ag X Innovation Center is based in the City's CEDS, San Diego County's Jobs First priority, and the current status of agriculture across San Diego County, and most specifically within the City of Escondido. In order for agriculture to remain viable and vibrant, an Ag X Innovation Center is essential for the continued development of creative and innovative practices for food and agricultural production into the future.

The following feasibility analysis explores several recommended programs for an ideal Ag X Innovation Center in the City of Escondido and outlines several leading innovative agricultural technological solutions that will make Escondido a hub for leading-edge agricultural innovation into the 21st century and beyond.

¹¹ "Economic Contribution and Ecosystem Service Value of Avocados in the Escondido Area," prepared for the California Avocado Commission by ERA Economics, September 2024, pg.3.

¹² Ibid.



III.

CONSIDERATION OF AGRICULTURAL TECHNOLOGY USES FOR THE ESCONDIDO AG X INNOVATION CENTER

Agricultural Technology (AgTech) is the application of innovative technologies to enhance various agricultural processes, including plant, animal, and aquaculture farming. In ancient times, simple tools such as hoes made from sticks and stones, or forked sticks used to create trenches for planting seeds¹³, represented significant technological advances that improved agricultural practices and, by extension, the human condition.

Today, the spirit of innovation continues with the integration of AgTech into various aspects of agriculture. AgTech is the use of technology in agriculture with the aim of improving yield, efficiency, and profitability. This includes, but is not limited to, new products, services, applications, and often more specifically, biotechnology, regenerative agriculture, controlled environment agricultural practices (CEA), and the Internet of Things (IoT).¹⁴ However, not all AgTech needs to be cutting edge or breakthrough but should be readily applicable to the specific needs of the local and regional community, industry, and marketplace. Creative practices that maximize a locality's specialties and strengths are just as important for the long-term sustainability of the food and agricultural sector.

We have focused our analysis on several programs and innovative practices that are most appropriate for the City of Escondido and San Diego County. We conducted over sixty stakeholder interviews and four focus groups, targeting agricultural industry leaders, growers, processors, City of Escondido stakeholders, trade associations, agricultural technology startups, local government officials, as well as other San Diego-area complementary professionals and industries.

Overall, the proposed project received a positive impression, with growers, economic development entities, and local government leaders expressing the most enthusiasm. Interviewees showed positivity about the city's proposed location and overall direction.

¹³ <https://www.tstar.com/blog/history-of-agriculture-equipment-important-developments-and-examples#:~:text=The%20earliest%20innovations%20involve%20the,emerged%20over%205000%20years%20BC.>

¹⁴ <https://www.startus-insights.com/innovators-guide/agriculture-trends-innovation/>

As a result, through this interactive process we have identified the following coordinated five prong approach to deliver and develop a sustainable model for San Diego and Escondido agriculture:

1. Develop a Regional Food Hub for aggregation and distribution of locally produced agricultural products.
2. Develop a Business Incubator to nurture existing agricultural technology companies and to develop start-up opportunities for innovative and regional applicable technologies.
3. Create a Consumer-Packaged Goods (CPG) Laboratory along with appropriate Test Kitchen facilities to support local and regional emerging CPG food companies and entrepreneurs focused on the emerging local and regional market demands.
4. Support local AgriTourism efforts through the development of collaborative practices, applications, and land use partnerships within the region.
5. Build upon the "Grown in San Diego" brand with the goal to further develop intentional placemaking, marketing, and differentiation of locally grown products.

The following analysis discusses each of these programmatic areas in detail and highlights their interconnected and collaborative relevance to the vision and need of the City of Escondido in creating an Ag X Innovation Center. These programs also directly reflect the importance of Escondido's CEDS and the Southern Border Region Jobs First priorities.



Attachment "1"

Item 14.

IV.

RECOMMENDED PROGRAMS AND SPECIFICATIONS OF AN ESCONDIDO AG X INNOVATION CENTER AND INCUBATOR AT 455 N. QUINCE STREET

The City of Escondido-owned site at 455 N. Quince Street (see **Figure 1** below) is the proposed location for the Ag X Innovation Center. The parcel is approximately 3.48 acres, and the existing buildings are approximately 40,680 square feet. The buildings are a mix of high ceiling warehouse space with roll-up doors and one-story offices appropriate for mixed uses as projected. The site also includes a large parking area that can be utilized for off-loading products and preparation of deliveries as well as enough space to develop alternative uses related to the proposed programs.



Figure 1: 455 N. Quince Street, Escondido, CA with approximate square footage.

A. Regional Food Hub

Across the United States over the last several years, many communities have identified the need for expanded regional “agricultural infrastructure” to strengthen the local and regional food system and the region’s many agricultural producing communities. Agricultural infrastructure commonly is defined to encompass aggregation, packing, processing, marketing and distribution capacity and facilities, including “Food Hubs.” Overall, agricultural infrastructure:

- Improves the efficiency and sustainability of the local food system
- Increases access to healthy foods in underserved communities
- Supports the viability of agriculture
- Creates new jobs and economic opportunities
- Helps preserve valuable farmlands

The food hub movement is growing rapidly across the nation as a strategy to support and strengthen local and regional food systems. While the term “food hub” has a diversity of meanings, a common current usage describes an enterprise that provides aggregation, distribution, and marketing services and sometimes processing services to small and medium regional growers. It connects growers to larger markets they could not otherwise serve, and provides a source of fresh, sustainably grown locally produced food for regional institutional, wholesale and retail customers at a scale required to meet their needs.

Agriculture has deep roots in San Diego County and the City of Escondido. The region has existing aggregation, processing, and distribution capacity, mostly focused upon the primary agricultural products such as nursery crops, avocados, and citrus. Although unevenly distributed, the San Diego region also has direct market assets including farmers’ markets, Community Supported Agriculture (CSA subscription food box programs), farm stands, and agritourism. It is also home to growers who have pioneered more efficient conventional, organic, and sustainable practices on space-limited sites across the County.

This analysis focuses primarily on food hubs and their expanding networks as an integral element in the region’s local market infrastructure, which includes assessing the potential for food banks to support food hub operations and opportunities to increase access to fresh produce in underserved communities and to better serve the needs of institutional buyers and consumers. A key focus is to provide market channels and support for small to medium-sized growers – including new farmers, economically disadvantaged farmers, BIPOC farmers, and veterans entering agriculture among others – but the food hub can be a market resource for growers of any scale. Participation of larger growers, especially in the initial phase of the food hub, could help provide the product volumes necessary to achieve economies of scale that would in turn create the capacity to serve larger customers with cost-competitive pricing and reliability of supply, and establish a solid market base.

In the long-term, a financially sustainable business will be the best way to provide market opportunities for small and medium-sized growers, working with a wide range of partners to address additional community and social benefit goals. A core aspect of the approach is to leverage existing resources within the region, including existing food hubs, and the food banks which are leaders in the local food system movement and have transportation, logistics and other capacity to help incubate a regional food hub network. Other options include partnerships with existing fresh produce distribution companies and wholesalers which have a strong presence in the region, to provide them with a new market channel for locally sourced and identified produce and value-added products.

1. Local Partnership with Foodshed Cooperative

In order to quickly develop a successful food hub at the Ag X Innovation Center, we propose to establish a working partnership with *Foodshed Cooperative*. *Foodshed* works directly with farmers, eaters, and entrepreneurs to cultivate an equitable food system in San Diego while addressing the challenges posed by the climate crisis. Founded in March 2020, *Foodshed* increases access to healthy food, addresses food insecurity in low-income communities, and empowers small farms to produce quality harvests. To bring healthy, nutritious, and affordable produce to local families, *Foodshed* connects its network of small and urban regenerative farms directly to communities that need it most.¹⁵

Foodshed sustains communities by meeting people where they are and works tirelessly to build and sustain healthy families. *Foodshed* connects local farmers with local communities to provide families with clear pathways to healthy, nutritious, and affordable fruits and vegetables. The impact on the local economy could be huge: if San Diegans spent only 5% of their food budget on locally grown products, the region could sustain approximately 6,000 small farms. These purchases would, in turn, have an additional \$2.7 billion economic multiplier effect to recirculate in local communities.¹⁶

¹⁵ <https://www.foodshedcooperative.com/about-us>

¹⁶ Ibid.

Foodshed is working directly with farmers to build thriving farms that produce quality food that is good for the people and the environment, by developing a mutual aid support network to empower local BIPOC, new, and seasoned farmers to farm regeneratively. Foodshed is cultivating economic viability by cooperating with farmers and creating a multi-faceted support network that is committed to fighting climate change, using the concept of carbon farming and regenerative agriculture practices to restore and rehabilitate the approach to food and farming systems. This approach could allow farms to offset 100% their greenhouse gas emission.¹⁷

Currently, Foodshed aggregates the freshest, most ethically produced products you can find from farmers whose practices include regenerative, organic, pasture-raised, and climate-smart production. They serve customers who are committed to investing in these farmers through Community Supported Agriculture (CSA) subscriptions.



Foodshed Cooperative can be the leader and assist in the initial development of food hub services for the Ag X Innovation Center. As the food hub facilities mature and the volume of available locally grown food increases, additional services and markets can be developed as outlined in the following table:

¹⁷ <https://www.foodshedcooperative.com/about-us>

POSSIBLE RECOMMENDED FOOD HUB SERVICES/ACTIVITIES		
Operation Services	Producer Services	Community/ Environmental Services
Pre-cooling, sorting, grading, culling, washing, cooling	Actively linking producers and buyers, contracting for product	Increasing community awareness of "buy local" benefits
Producer aggregation	On-farm pick-up, crate system, delivery	Distributing to nearby "food deserts"
Packaging and re-packaging	Production and post-harvest handling training	Food bank donations
Light processing (trimming, cutting, freezing, drying)	Management services, business, and crop planning	Youth and community employment opportunities
Brokering	Value-added product development	Recycling and composting programs and renewable energies
Branding and market promotion	Food safety and Good Agricultural Practices (GAP) training and certification	Contact with growers & distributors with existing receiving & cleaning stations as mini-aggregation sites
Cold and dry storage, extending seasonality	Liability insurance	Partnering with food banks on logistics and transportation
Distribution	Facilitating access to capital	Education on policy barriers, including local procurement issues

Source: *The Role of Food Hubs in Local Food Marketing, The USDA Regional Food Hub Resource Guide, and Sacramento Region Food Hub Feasibility Analysis – Sacramento Valley Food Hub Business Plan*, August 2014.

As an initial phase of development for a regional food hub, we recommend the conversion of a portion of the existing 455 N. Quince Street site building into useable space for the operation of aggregation and distribution facilities. The proposed food hub will be designed to undergo several phases of operations, from basic aggregation, packing, packaging and distribution activities during the start-up and early expansion phases, to gradually put in place increased value-added activities such as light processing that will position the hub to develop a viable regional market niche for fresh produce.

There are five primary functions that will be targeted for the proposed food hub facility model at full build out. It will be important to select products for this venture that can be marketed either fresh or frozen,

to provide flexibility for changing market conditions, and to extend seasonality and shelf life. The anticipated primary functions are as follows:

- Receiving and aggregating the produce
- Pre-cooling
- Packaging, packing, and/or adding value such as through peeling or cutting
- Processing
- Storing and shipping

As discussed below in Sections V and VI, the cost estimates for the creation and operation of the food hub will be based upon the development of the existing building to include refrigeration/cold storage, production equipment, produce handling/storage, fire protection, auxiliary systems and equipment, mobilization, engineering and management, and any additional contingency.

B. Incubator Space for AgTech Companies

Company incubation facilities, also known as business incubators, are specialized programs designed to support the development and growth of startup companies. Agricultural technology incubation facilities, also known as AgriTech incubators, are specifically designed to support the development and growth of startups in the agricultural sector. These facilities provide a range of resources and services to help new businesses overcome challenges and succeed in the AgriTech industry. Below is a list of attributes commonly associated with AgriTech incubators:

- *Physical Space:* Incubators offer office space, meeting rooms, and sometimes laboratory and field facilities.
- *Shared Services:* Access to shared services such as internet, phone lines, and administrative support.
- *Mentorship and Training:* Guidance from experienced mentors and training programs to help entrepreneurs develop their business skills, particularly in agricultural technology.
- *Access to Funding:* Assistance in securing funding through investor connections, grants, and other financial resources.

- *Business Development*: Nurturing and accelerating the growth of new businesses by providing essential resources and support tailored to the agricultural technology sector.
- *Cost Savings*: Reducing the initial costs for startups by offering shared services and facilities at lower rates.
- *Skill Enhancement*: Providing training and mentorship that helps entrepreneurs develop the skills needed to run a successful AgriTech business.
- *Networking*: Creating opportunities for startups to connect with investors, partners, and other key stakeholders in the agricultural industry.
- *Economic Growth*: Contributing to the local and national economy by creating jobs and fostering innovation in agriculture.

1. Business Incubator Space/Convening Space

The AgriTech business incubator space will provide office, conference, and other amenities that a startup company needs to be housed within the facility. The design of this space will allow for both private and communal areas. Private office spaces will give incubator tenants the privacy needed for their business operations. Communal spaces will enable the sharing of common equipment (copiers, printers, etc.) and other office amenities, relieving tenant startups from investing in capital business equipment costs that they might not need initially. Additionally, the communal space will encourage an open, collegial, and collaborative working environment. Conference rooms associated with the business incubator spaces will vary in size to accommodate intimate and larger group gatherings as needed for the AgriTech incubator tenants. State-of-the-art technology will be incorporated into the facility to help enable the success of the incubator tenants (e.g., video conferencing, high-speed internet and intranet, cloud computing, AI R&D, etc.).

2. Wet Laboratory

A BSL2 level wet laboratory on-site will allow for a versatile setup to meet the research and development needs of most tenants. A BSL2 wet laboratory will enable the study of most items that may be of interest to an AgriTech startup while providing a safe environment for laboratory personnel to

perform their experiments. Adding a chemical hood to the laboratory would allow tenants to perform proper chemical handling/experiments in the hood. The general setup of a wet laboratory should include benchtop space with chemical-resistant countertops (e.g., slate or epoxy, typically six benches per lab), sinks, chemistry hoods, cabinetry, lighting, plumbing, gas lines (natural gas, nitrogen, air, etc.), vacuum lines, electrical (110V and 220V), and emergency backup power hookups, both tap H₂O and di-H₂O lines to the sinks, etc. In addition to these, a wet laboratory should also include space for computers, at least one biological safety cabinet, refrigerator(s), freezer(s), and incubator spaces.

A lab of this type could service most tenants of the incubator facility (including AgriTech and Consumer-Packaged Goods labs and Test Kitchens, as needed).

3. Initial AgTech Stakeholder/Company - AZENTIVE

As described previously, an AgTech startup incubator can support early-stage agricultural technology companies by offering funding, training, mentorship, networking opportunities, and resources for day-to-day operations. These resources help startups grow by providing financial assistance, educational programs to develop business and technical skills, guidance from experienced entrepreneurs and industry experts, and connections with potential investors, partners, and customers. This comprehensive support system enables “agripreneurs” to build their businesses from the ground up and advance to the next stage of development.

An example of an interested AgTech business within the greater Escondido, CA area that has expressed a desire to locate to the proposed AgTech incubator facility is AZENTIVE¹⁸. AZENTIVE is a “wellness, regenerative systems, and emerging technology company.” They focus on creating positive social, environmental, health, and community impacts through “Biomimicry Science solutions.” Their initiatives aim to produce nutrient-dense foods and plant-based medicines by mimicking natural processes.

¹⁸ <https://www.azentive.com/>

AZENTIVE's flagship technology is based on replicating the full spectrum of sunlight to allow plants to grow indoors as if under natural sunlight. Their "Sun On-Demand™ (aRadiant Sun™)" technology supports both indoor and outdoor plant cultivation. AZENTIVE emphasizes the importance of local, regenerative farming and collaborates with small farmers to promote healthy heirloom and legacy genetics. This technology supports the regenerative cultivation of plants, promoting healthier growth, stronger immune systems, and higher compound-density in plants. It is particularly beneficial for growing plant-based medicines and nutrient-dense foods, as it helps plants achieve full genetic expression.

AZENTIVE emphasizes that they are not just a lighting company, but a wellness and sustainability company focused on creating symbiotic systems that benefit plants, people, and the planet.

A review of AZENTIVE's plans indicates a vision for an "impactive, integrative, regenerative circular economy" with wellness, education, and circular regeneration as the core guiding principles. Within their vision are anticipated five foundational core facilities focusing on:

- i. Sunlighting and soil facility
- ii. Nursery facility for trees, seeds, pollen, and exotic and medicinal plants
- iii. A commercial kitchen, café, and apothecary for their produce
- iv. E-waste metal recovery facility
- v. Education and innovation sandbox facility

As a foundational tenet of the Ag X Innovation Center, AZENTIVE could utilize multiple aspects of the proposed facility, including the AgTech incubator, wet lab, CPG and test kitchen, and food hub, while also branding their products as "Grown in San Diego Brand."

Additional phased development of the Ag X Innovation Center could see expanded growth into available space in the current back parking area. For instance, this space could be developed to include growth facilities for controlled environmental agriculture (CEA) and other greenhouse facilities, revolutionizing growth, and innovation to foster entrepreneurship in the regional AgTech industry, with AZENTIVE taking an early lead in this development.

C. Consumer-Packaged Goods Food and Beverage Lab and Test Kitchen

Consumer-Packaged Goods (CPG) are items used daily by average consumers that need to be replaced or replenished regularly. These include goods such as food, beverages, clothes, and healthcare and beauty products. In a world transformed by the post-pandemic era, consumer interests reflect a shift toward healthier more natural ingredients in everyday products and a rising demand for sustainable options. This global trend signals a pressing need for change, urging CPG companies to adapt quickly. To stay competitive, CPG companies need to consistently deliver meaningful pioneering and innovative products faster than ever before. To highlight the importance of the CPG market, the following facts are most informative¹⁹:

- The global CPG industry is predicted to add \$3.18 trillion in value in 2024.
- In the United States, that amounts to \$821 billion in value added.
- The industry value is projected to reach \$18.94 trillion by 2031.
- 67 of the top 100 CPG companies are in the food and beverage industry.
- Compared to 2021, the average American household makes 10+ more trips to buy food and beverages.
- Approximately \$1.4 trillion is spent on food each month.

San Diego County and the City of Escondido stand poised to deliver a new array of food and beverage products suited for today's demanding consumers, especially with the creation of innovative CPG products targeted to local and regional markets produced from local and regional agricultural crops. San Diego County already has a built-in economy and consumer base with a population of nearly 3.3 million people.²⁰ The City of Escondido has a population of just over 150,000, the third largest city within the County.²¹ Furthermore, San Diego County's population is increasingly diverse with 34% Hispanic/Latino, 12.5% Asian, 4.7% Black/African American, and

¹⁹ <https://explodingtopics.com/blog/cpg-industry>

²⁰ <https://dof.ca.gov/forecasting/demographics/estimates-e1/>

²¹ Ibid.

15.8% two or more races.²² The population base and its diversity are ripe markets for creative and innovative CPG food and beverage products grown and produced in San Diego. However, in order for locally produced CPG items to flourish, a locally and regionally focused innovative laboratory for new food products and packaging needs to be established as an important foundation of the Escondido Ag X Innovation Center.

1. Collaborative Relationship with Naturally San Diego

As part of our stakeholder outreach within the region and local community, we solicited the input of Naturally San Diego, an organization established to bring together entrepreneurs, investors, brands, retailers, and industry experts for the purpose of making San Diego the best place to launch and scale a natural products company.²³ Kierstin Rielly, Executive Director of Naturally San Diego informed us that their focus is not primarily on agricultural products, food, or beverages, but many of the consumer health and beauty brands that they work with do have connections to the regional agricultural community.

More specifically, *Naturally San Diego* surveyed its membership regarding the needs of food and beverage CPG companies and emerging start-up firms and their responses were informative for the creation of a CPG Lab and Test Kitchen space as follows:

- Need for FDA approved clean space for production
- Need for packaging line for snacks or beverage powders
- Need for commercial kitchen facilities for bottling or canning of ready-to-drink beverages
- Need for commercial kitchen facilities for snacks or other food products
- Need for dehydrators, dehumidifiers, or other drying equipment

²² <https://www.census.gov/library/stories/state-by-state/california-population-change-between-census-decade.html#:~:text=See%20how%20California's%20population%20and%20housing%20changed%20from>

²³ <https://naturallysandiego.org/>

- Need for batch laboratory for prototyping or quick turnaround samples and the ability to create comparable products
- Need for representative manufacturing and packaging equipment, especially for natural products, including high shear mixers and hot filling capabilities for balms, creams, and high viscosity products
- Need for affordable clinical trials/claims testing/research with the ability to expand to focus groups and market research
- Need for small studio photo space to showcase new products
- Need for separate commercial kitchen space for individualized operation and activity

As a result of this instructive feedback, we recommend that the CPG Lab and Test Kitchen be designed to accommodate multiple client companies at the same time. The lab should also include various storage rooms including ambient storage for at least two levels of humidity and refrigerated storage for both low and medium temperatures. The lab will be divided into two areas, first being a “gray” area where raw materials and supplies are received and handled, and the second being a “clean” area (not to be confused with clean rooms for biopharmaceutical industry), where in process and finished products are being handled/produced in a sanitary environment. To facilitate the physical separation of the two areas, not only will a dividing wall be required, but also consideration will need to be given to maintaining positive air balance in the “clean” room and slightly negative air balance in the “gray” room. For personnel access to the “clean” room, a special entrance (anteroom) is strongly encouraged. The anteroom shall have positive air pressure, but less than that of the clean room and shall be equipped with a handwash sink with a no touch faucet and a no-touch hand air dryer; a shoe sanitizer mat; accommodation for the donning of smocks, hair, and beard nets, etc. (important to guard against cross contamination). Once in the “clean” side of the lab, it is important that each client company has a dedicated sink and counter so that these functions do not have to be shared. The lab should also include the following shared equipment:

- Blanching equipment
- Grinders, choppers
- Fermenters
- Product pumps
- Decanter
- Ultrafiltration system
- Cooking operations such as a couple of Rational-type ovens, a heated tunnel cooker and various kettles

- Tunnel for drying
- Various means for the use of refrigerant including a CO₂ crust freezer, a nitrogen freezing tunnel, an individually quick frozen (IQF) tunnel, and a cooling tunnel
- Conveyors for separating raw material by size, color and by quality
- Container fillers and closures
- Slicers, dicers, and peelers
- Pouch fillers and sealers (most likely using preformed flexible pouches)
- Nitrogen flushing of packages
- Cold box (refrigerated built-in storage) and/or commercial refrigerators and freezers for in-process or finished product storage

Additionally, within the total area of the CPG Lab and Test Kitchen, we further recommend that three separate commercial kitchens (approximately 1,000 sq. ft. each) be created to allow multiple client companies to work independently to maintain proprietary activity and prevent cross-contamination of product.

D. Agritourism Coordinating Center

Agriculture in San Diego County has exceptional diversity that provides economic stability within agriculture and to the broader county economy. Nursery and greenhouse production have generated the majority of agricultural sales since the 1990s. San Diego County is also the top avocado and fresh tomato producer in the country, and has 545 organic farms, the most of any county.²⁴

As noted above, the primary commodities grown in San Diego, including avocados, vegetables, and citrus, are losing acreage annually as international imports of the same commodities continue to saturate the market. Additional threats to farming in San Diego County includes the high cost of inputs (primarily water) and the shrinking margins of specialty crops grown in the region.

²⁴ https://www.nass.usda.gov/Publications/AgCensus/2022/Full_Report/Volume_1_Chapter_1_State_Level/California/st06_1_001_001.pdf

Due to farming threats discussed above, growers in San Diego County need additional revenue streams to keep up with the rising costs of their inputs. A collective Agritourism strategy for San Diego County growers could capitalize on the significant tourism in the region and provide added income and revenues.

Allowance of Agritourism relies strongly on land use, which is determined locally by City Councils (for jurisdictions within city limits) and Boards of Supervisors (for non-incorporated areas).²⁵ The majority of farms in San Diego County are located within unincorporated areas. San Diego has a large number of farms less than 5 acres, which are largely situated in rural to semi-rural regions that provide larger plots of land and appropriate zoning necessary for agriculture. The County of San Diego has incentivized Agritourism uses through its land use planning. For example, on March 28, 2012, the County Board of Supervisors approved an amendment to the County's Zoning Ordinance to establish Agricultural Tourism as an accessory use to Commercial Agriculture uses.²⁶ This Zoning Ordinance update initiated the Agricultural Promotion Program, which supports and promotes agricultural tourism. On March 15, 2017, the County Board of Supervisors amended the Zoning Ordinance language pertaining to the Agriculture Promotion Program which adds and clarifies agricultural use definitions; supplements agricultural opportunities to include new agri-tourism accessory uses including wineries and animal uses. Uses that are regulated by these Zoning Ordinance amendments include creameries, microbreweries, micro-distilleries, and agricultural stores.²⁷

Since the implementation of the Agricultural Promotion Program in 2012, more than 100 companies in the County now participate in some form of Agritourism. A 1999 study estimated that over 200,000 people annually visit the Carlsbad Flower Fields, and those numbers may have risen significantly since then. Tourism is the third-largest economic driver in San Diego – generating \$23.4 billion in regional economic impact in FY 2023, contributing to more than \$1 billion in transient occupancy taxes, sales taxes and property taxes to government entities, and supporting more than 200,000 tourism-related jobs in the County.²⁸ As a result, great opportunities exist to expand agricultural tourism in the region.

²⁵ https://sarep.ucdavis.edu/sites/g/files/dgvnsk5751/files/inline-files/byrne-tourism_0.pdf

²⁶ <https://www.sandiegocounty.gov/content/dam/sdc/pds/zoning/formfields/PDS-PLN-207.pdf>

²⁷ <https://www.sandiegocounty.gov/pds/advance/agriculturepromotion.html>

²⁸ <https://sdtmd.org/case-study-san-diego-tourism-authority/#:~:text=Tourism%20is%20the%20third-largest%20economic%20driver%20in%20San,more%20than%20200%2C000%20tourism-related%20jobs%20in%20the%20County>

The University of California Agriculture and Natural Resources (UC ANR), in partnership with the UC Cooperative Extension, has put in significant effort and resources into developing agritourism in the San Diego region.²⁹ For instance, UC ANR has developed the Getting Started in California Agritourism program, which helps potential agritourism enterprises get started. More specifically, it provides resources, access to potential regulations and requirements, networking opportunities, assistance with developing a business and marketing plan.^{30,31} Marketing resources and workshops on agritourism are also available to farmers and ranchers through UC ANR.³²

1. Creation of Digital Interactive Application

The agritourism strategy for San Diego County would include the development of a digital app, featuring information about each agritourism location, along with marketing efforts in airports and on digital platforms such as Uber. There will need to be an innovative assessment model created for program sustainability. As a part of this project, there will be an opportunity to receive funding to update and make the UCANR interactive map more user-friendly. We propose to contract out the development and support of an interactive San Diego Agritourism digital application with a local software firm.

2. Develop Agritourism Technical Assistance Center

Technical assistance for growers wanting to adopt an Agritourism strategy for their business is critical. As discussed above, UC ANR provides a variety of resources assisting farmers and growers with agritourism ventures at the state level as well as county specific. The San Diego UCANR Team received a grant to provide networking opportunities for those interested in agritourism activities and those currently in operation. The grant also supports technical assistance and connection to UCANR statewide resources. The funding runs

²⁹ https://ucanr.edu/sites/OAR/Resource_Directory/Marketing_285/AgriTourism_-_Direct_Marketing/

³⁰ <https://ucanr.edu/sites/agritourism/files/384252.pdf>

³¹ <https://ucanr.edu/sites/agritourism/>

³² <https://ucanr.edu/sites/agritourism/Teaching/>

out in the first quarter of 2025 and an additional investment will be required to continue creating the ecosystem. People will need help navigating the regulation related to zoning and permitting. Access to grant funding and assistance with submission would be helpful especially during the permitting process. Insurance, standard liability specifically, is a factor as well and folks can use help there. There is an opportunity to invest in capacity building at the UCANR San Diego Office and/or staffing at the Ag X Innovation Center.

3. Focus on Agritourism Highlighting San Diego County Viticulture

Although there are 115 wineries in the San Diego area, the region is not well known for its wine production.³³ In 2023, San Diego County wineries generated \$54.5 million in gross sales, an 11% increase over 2022 sales (\$49.1 million), reaching a new all-time record. For a second year in a row, newer and expanding wineries led job growth in the sector, which rose to an estimated 802 jobs in 2023, a 13% increase over 2022 totals of 709.5.³⁴ There is an opportunity to expand the viticulture industry in San Diego County with a collective county-wide wine ordinance that allows for more agritourism opportunities.

Based on discussions with Kim Murray of Beach House Winery, there is currently a lack of technical assistance and knowledge available to wine grape growers in the region. In addition, as part of the winery ordinance in San Diego, there is a maximum capacity of 12-14 persons in a vehicle to visit county wineries and they cannot have amplified noise (music, etc.).

The proposed agritourism strategy outlined above will also promote agritourism in the winery space. Although resources in the region allocated to viticulture are limited, the San Diego Viticulture and Enology Technician Apprenticeship Program (VETAP)³⁵ offers a two-year program for aspiring individuals seeking careers in viticulture and enology, which includes a

³³ <https://sandiegowineries.org/sd-wine-country/sdcva-story>

³⁴ https://sandiegowineries.org/wp-content/uploads/2024/05/SDCVA_Economic-Impact-of-SD-Wineries-Report-2024_FINAL-2.pdf

³⁵ <https://www.sdvta.org/>

registered apprenticeship with both paid on-the-job training and supplemental coursework. This program provides opportunities to expand on the viticulture workforce in the San Diego region and could be collocated within the Ag X Innovation Center in Escondido.

E. ***“Grown in San Diego”* Brand Re-emphasis**

In the past, the San Diego Farm Bureau has initiated a “Grown in San Diego” brand to market to consumers products grown in the San Diego region. As a part of this strategy, growers participating in this platform were allowed to use the “Grown in San Diego” brand that the San Diego Farm Bureau has rights to promote and identify products grown in the San Diego region. The brand must be updated and revitalized to become something of value in the eyes of the consumer.

The strategy proposed under this plan will expand on San Diego Farm Bureau’s “Grown in San Diego” brand by providing the necessary marketing support with sustainable financial investment. This also emphasizes an important component of the City of Escondido CEDS, Fundamental 4 – Intentional Placemaking and Marketing. By re-emphasizing the “Grown in San Diego” brand it will not only allow San Diego but the Escondido growers the opportunity to tell their own story, highlighting the area’s key strengths and distinctive qualities, including superior amenities and comfortable quality of life along with unique growing environments and outstanding products.

The “Grown in San Diego” brand ties all the programs proposed for the Ag X Innovation Center together – it allows the marketing of food hub agricultural commodities and CPG products to be labeled and identified as uniquely “Grown in San Diego,” and it will also highlight the virtues of San Diego Agritourism sites and attractions. Additionally, it will afford all programs the ability to support one another financially through the sharing of personnel and potential revenue sources for long-term sustainability and viability.

Moreover, the “Grown in San Diego” program should work closely with the state’s *California Grown Program* and strive to execute a variety of marketing programs including retail, foodservice, and national promotions, owned and paid digital advertising, public relations campaigns and San Diego-focused agritours and special events highlighting the Escondido Ag X Innovation Center.





V. PROPOSED DESIGN ALTERNATIVES AND TECHNICAL NEEDS OF AN ESCONDIDO AG X INNOVATION CENTER AND INCUBATOR AT 455 N. QUINCE STREET



Figure 2: Proposed lay-out of Programmatic Areas of the Escondido Ag X Innovation Center at 455 N. Quince Street.

Based upon the discussion throughout Section IV above of the proposed programs to be included in the Escondido Ag X Innovation Center, **Figure 2** highlights the break-out of each of the recommended areas of innovative agricultural opportunities. We have attempted to maximize the existing building footprint with conversion to useable programmatic space. We have also anticipated the need for future growth by identifying space for potential sequential expansion.

1. Regional Food Hub (15,400 sq. ft.)

The regional food hub as previously described will act as a centrally located facility that actively manages the aggregation, distribution, and marketing of Grown in San Diego Brand agricultural products. Serving as a crucial link between small and medium-sized farmers and larger markets, such as grocery stores, restaurants, schools, and hospitals, helping farmers focus more on farming by handling the logistics of getting their products to market. In addition, food hubs also provide education

and training on sustainable production, food safety, and other relevant topics, technical assistance in areas like certification, branding, and post-harvest handling, and community engagement through educational programs, health-awareness campaigns, and donations to local communities. Typically, a food hub includes a variety of equipment to support its operations, such as commercial kitchens for food processing and preparation, food processing equipment for tasks like washing, cutting, and packaging produce, cold storage for perishable items, dry storage for non-perishable items, packaging and labeling equipment for preparing products for sale, and transportation vehicles for distributing products to buyers. The proposed 15,400 sq. ft. size will provide the ability to perform these functions.

2. AgTech Business Incubator (12,000 sq. ft.)

The AgTech business incubator space will function as a socio-technological connector to create a networking bridge and marketing systems that will accelerate industry and society toward solutions for food and health resilience. Specifically focused entrepreneur services and support, joint research and development across industry, government and academia, educational sessions, such as micro-credentialing for agriculture or biotechnology, networking events, and hosting visiting interested parties globally will create a culture that will be a dynamic platform for inspiration and change. Displaying the innovation by inviting the public, lawmakers and other industry and community stakeholders in to view the work that is being done will create a framework for understanding the work at the center, paving the way for critical partnerships and access to capital providers. In addition to the AgTech Business Incubator a sub portion will house an BSL2 Wet Lab to aid in the developing of new products and devices that will be complementary to the other components that will make up the Ag X Innovation Center. The general lack of availability of labs that offer flexibility in ag-food-bio product development for start-up businesses or those looking to expand is often an insurmountable hurdle. Having essential elements such as a basic wet lab connected within the facility is an important model of efficacy and is advantageous for tenants of the incubator space. The Ag X BSL2 Wet Lab should not require more than ~2,000 sq. ft. leaving ~10,000 sq. ft. for the rest of the AgTech Business Incubator space to perform its purposes.

3. CPG & Test Kitchen (8,500 sq. ft.)

The CPG and Test Kitchen will include everyday items like food, beverages, clothes, and healthcare products that need regular replenishment. Post-pandemic, there is a shift towards healthier, natural ingredients and sustainable options, urging CPG companies to innovate quickly. San Diego County and Escondido aim to create innovative CPG products from local crops, leveraging their diverse population.

To support this, a proposed CPG Lab and Test Kitchen in Escondido will include FDA-approved clean spaces, commercial kitchen facilities, and various specialized equipment. The lab will feature areas for raw material handling and sanitary production, with positive and negative air balance systems to prevent contamination. Shared equipment will include blanching equipment, grinders, fermenters, product pumps, ultrafiltration systems, ovens, drying tunnels, freezing tunnels, conveyors, container fillers, slicers, and nitrogen flushing systems. Additionally, three separate commercial kitchens will allow multiple client companies to work independently, maintaining proprietary activity and preventing cross-contamination. These specific lab and processing areas will be important for demonstration and to translate ideas into real products for education and to attract critical investment. The 8,500 sq. ft. allocated will provide space for both the CPG and Test Kitchen with subspace divided into three individual 1,000 sq. ft. test kitchens, leaving ~5,500 sq. ft. for the CPG and remainder Test Kitchen needs.

4. Agritourism (2,050 sq. ft.)

The Agritourism office will be a regional hub connecting visitors with agricultural experiences and activities in the greater Escondido, California area. The office should highlight local agricultural heritage with decor that includes farm tools, local produce, and informational displays about the area's farming history.

Services provided by the Agritourism office should include organizing and scheduling farm tours, vineyard visits, and other agricultural experiences. They can offer workshops, classes, and demonstrations on topics such as sustainable farming,

organic gardening, and animal husbandry. The office will host events like harvest festivals, farm-to-table dinners, and seasonal celebrations. They will provide maps, brochures, and guides about local attractions, accommodations, and dining options.

The office will sell local produce, handmade crafts, and other farm-related products. They will arrange hands-on activities like fruit picking, cheese making, and planting workshops based on local Escondido Agriculture heritage. The office will coordinate transportation for visitors to and from various regional agritourism sites. They will assist with reservations for farm stays, bed and breakfasts, and other rural accommodations. The office will partner with local schools, businesses, and organizations to promote agricultural education and community involvement.

Agritourism offices play a crucial role in promoting local agriculture, educating the public, and providing unique, memorable experiences for visitors. The site should be well served by the proposed 2,050 sq. ft. which will function synergistically with the "Grown in San Diego" brand housed in the same front section of the facility.

5. Grown in San Diego Brand (2,050 sq. ft.)

The "Grown in San Diego" brand section of the facility will aim to market and label local products as "Grown in San Diego" which will serve to help San Diego and Escondido growers showcase their strengths and unique qualities of their farms and produce. The brand will unify programs at the Ag X Innovation Center, promoting agricultural commodities, CPG products, and Agritourism. It will also support financial sustainability through shared resources. The program will collaborate with California Grown to execute various marketing initiatives, including retail, foodservice, digital advertising, public relations, and Agritourism. The 2,050 sq. ft. office housing this initiative will feature collaborative workspaces, meeting rooms, and state-of-the-art technology to support marketing efforts and foster innovation with the Agritourism section as well as the rest of the Ag X Innovation Center.



VI.

FINANCIAL PROFORMA AND PHASED BUSINESS PLAN & POTENTIAL FUNDING SOURCES

The financial proforma initially describes a scenario under full buildout and operation of the AgX Innovation Center. The proforma assumes a scenario in which there is a single operator for the Innovation Center ("Operator"), and the various elements of the center are considered tenants. As the owner of the building, the City of Escondido could be the Operator, but for purposes of this analysis we assume the Operator is an independent organization and that the City would receive lease revenues as landlord of the building. As further planning occurs for the Innovation Center, other organizational models may prove more appropriate, and the analysis can be adjusted as needed.

We estimate that the Center would cost about \$7.5 million to build and furnish, and about \$2 million per year to operate (2024\$). **Table 3** details the operational costs and potential revenues to achieve breakeven operations (including a long-term capital recovery fund). The discussion below describes the methodology for the cost and revenue estimates, which draws in part from experience of the consulting team in designing other food hubs and innovation centers in the Sacramento region.

A. Cost Items

Building Lease Rates. The lease rates per sq. ft. shown as cost items in **Table 3** represent what the Operator would pay to the City for use of the building. We obtained asking rent data for 48 office and industrial spaces in Escondido through LoopNet. Office rents are fairly consistent at about \$21.00 per sq. ft., with a few properties ranging from \$11.88 to \$33.60. Industrial space averages \$17.61 for spaces less than 10,000 sq. ft. and 14.46 for spaces 10,000 sq. ft. and larger. For this analysis we have used a base rate of \$15.00 per sq. ft. for the food hub and incubator space.

TABLE 3: ANNUAL OPERATIONAL COST/REVENUE ESTIMATES AT FULL OPERATION

Escondido AgX	Quantity	Units	Value		Annual Total
Cost Items					\$2,026,500
Building Shell/Land lease	44,500	sq. ft.			
Food Hub Space	15,400	sq. ft.	\$3.75	annual rent	\$57,800
Incubator Space	12,000	sq. ft.	\$3.75	annual rent	\$45,000
Consumer Packaging Lab	8,500	sq. ft.	\$4.50	annual rent	\$38,300
Ag-Tourism Offices	2,050	sq. ft.	\$5.25	annual rent	\$10,800
Grown in San Diego Brand	2,050	sq. ft.	\$5.25	annual rent	\$10,800
Communal Space	4,500	sq. ft.	\$4.50	annual rent	\$20,300
Utilities					
Electricity	1,050,330	kWh	See	Table 2	\$506,800
Gas	25,007	therms	\$0.87	\$/therm	\$21,800
Internet/Communications	44,500	sq. ft.	\$1.50	per sq. ft. annual	\$66,800
Water	1,664	000's gal.	\$9.82	per 1,000 gal./month	\$16,400
Wastewater	1,331	000's gal.	\$13.23	per 1,000 gal./month	\$17,600
Solid Waste	1	acct.	\$317.90	Monthly service	\$3,800
Staff					
Director	1		\$100,000.00	Salary	\$100,000
Program Staff	7		\$65,000.00	Salary	\$468,000
Food Hub Workers	22		\$30.00	Hourly wage	\$165,000
Programmer	1		\$50,000.00	Contract App Cost	\$50,000
Insurance			\$0.02	per \$ revenue	\$40,500
Professional Services			\$0.02	per \$ revenue	\$40,500
Maintenance/Custodial			\$1.00	per sq. ft.	\$44,500
Capital Recovery Fund	\$7,546,000	Capital	Cost	25-year replacement	\$301,800
Revenue Items					\$2,027,200
Food Hub Space Rental	15,400	sq. ft.	\$15.00	\$/sq. ft./yr	\$231,000
Incubator Rentals	10,000	sq. ft.	\$14.00	\$/sq. ft./yr	\$140,000
Wet Lab Rental	2,000	sq. ft.	\$15.00	\$/sq. ft./yr	\$30,000
CPG Lab Rentals	5,500	sq. ft.	\$15.00	\$/sq. ft./yr	\$82,500
Test Kitchens Rentals	3,000	sq. ft.	\$15.00	\$/sq. ft./yr	\$45,000
Food Hub Sales Less COGs	\$7,664,800	sales	\$0.15	Gross Profit Ratio	\$918,700
Ag-Tourism Farm Subscriptions	150		\$200.00	Annual subscription	\$30,000
SD Brand Subscriptions	1,000		\$100.00	Annual subscription	\$100,000
Corporate Sponsorships					\$400,000
Program Grants					\$50,000

The analysis assumes the City would accept a rate at 25% of market value (NNN) in order to create a subsidy for the program elements in the Innovation Center. This results in rates of \$3.75 per sq. ft. for the food hub and incubator and \$5.25 for the office space. The CPG Lab and Communal Area are treated as hybrid spaces at \$4.50 per sq. ft. These rates would result in total lease revenues for the City of \$182,800. This revenue would be unencumbered, as the Operator would pay utilities and all other operating expenses for the Center.

Utilities. The Food Hub, the CPG Lab, and Incubator space will be relatively heavy energy users, with industrial equipment, cold storage, and the test kitchens in operation. We have estimated electricity use by kilowatt hours (kWh) and natural gas use in 1000's of BTUs (kBTU), as shown in **Table 4**.

TABLE 4: ESTIMATED ANNUAL ENERGY USE, ESCONDIDO AGX INNOVATION CENTER

Program Element	Electricity (kWh/sq.ft./yr)	Gas (kBTU/sq.ft./yr)	Annual Electricity	Annual Gas
Food Hub Space	19.55	5.30	\$301,070	\$81,620
Incubator Space	25.80	23.20	\$309,600	\$278,400
Consumer Packaging Lab	41.00	228.30	\$348,500	\$1,940,550
Ag-Tourism Offices	10.60	23.20	\$21,730	\$47,560
Grown in SD Brand Offices	10.60	23.20	\$21,730	\$47,560
Communal Space	10.60	23.20	\$47,700	\$104,400
Total			\$1,050,330	\$2,500,090

Source: California Energy Commission, 2022 California Commercial End-use Survey, Final Report, February 2024, Pg. 80.

For mid-size commercial and industrial customers, San Diego Gas & Electric (SDG&E) charges \$0.44 per kWh, which would total about \$462,000 per year in electricity charges for the Center. In addition, SDG&E adds basic service fees and demand charges that would add another \$42,300 for a total estimated electric power bill of about \$507,000.³⁶

³⁶ SDGE, Available Rates for Medium and Large Commercial Customers, Schedule AL-TOU2-EECC.

The estimated natural gas use for the Center, mainly for test kitchen stoves and cold storage, equates to about 15,000 therms per year. SDG&E charges \$0.87 per therm, for a total annual gas bill of \$21,800 for the Center.³⁷

The City of Escondido provides water and wastewater services. The test kitchens and the cold storage space in the Center would likely have higher water demands than the other activities.³⁸ Assuming a 1" meter at the site, the monthly water service charge is \$82.86 plus \$9.92 per 1,000 gallons of use. Sewer rates are higher at \$13.23 per 1,000 gallons. We estimate water use for the Center at 1.66 million gallons per year, of which 80% would leave the site as wastewater. The annual water bill is estimated at \$16,400 and \$17,600 for wastewater.

EDCO Disposal Service provides solid waste disposal in Escondido. The minimum commercial rate is \$317 per month, which includes trash and recycling dumpsters as well as organics pick-up.³⁹ We have used this rate for this analysis, but further analysis is necessary to determine if the mix of organics and other waste is adequate for the Food Hub and test kitchen uses in the Center.

The Innovation Center will require a high level of broadband capacity. Based on analysis of other similar facilities, we estimate the necessary service could cost as much as \$1.50 per sq. ft. per year.⁴⁰ When the project design is further refined, quotes can be obtained from local internet providers.

Staffing. Based on the size of the spaces allocated for various uses in the Center, we estimate staffing requirements at full operation to include a Director and 7 program staff occupying the office space, and up to 22 workers in the Food Hub. This does not include employees of the tenants of the incubator or the CPG Lab. We have also included a partial FTE for a programmer to create the Agritourism App, although we expect that function to be contracted to an off-site vendor. Total salaries for operating the Center are estimated at \$783,000.

³⁷ SDGR, Natural Gas Service For Core Non-Residential Customers, Schedule GN-3.

³⁸ EPA. Energy Star Property Manager, U.S. Water Use Intensity by Property Type, Technical Reference, June 2023; Alliance for Water Efficiency, Commercial Kitchen Water Use Efficiency and Best Practices Guide. March 2017.

³⁹ Noemi Rivera, Lead Customer Service Representative, personal communication, October 4, 2024.

⁴⁰ UCANR. The Plant @ California: Feasibility Study.

Other Services/Costs. Insurance, professional services (legal, accounting, etc.) and maintenance/custodial services are estimated as functions of the level of business activity (revenue) at the Center or the physical space, as shown in **Table 3**. These costs could add more than \$126,000 per year to the Center operating budget.

Capital Recovery Fund (CRF). The operating cost analysis assumed that funds are obtained from other sources to build and equip the Center. However, it is important to allocate funds from operating revenues to pay for long-term maintenance and replacement of equipment and furnishings as they complete their useful life. Our preliminary estimate of the capital cost to build and equip the Center is about \$7.5 million, as shown in **Table 5**.

TABLE 5: PRELIMINARY CAPITAL COST ESTIMATE FOR ESCONDIDO AGX INNOVATION CENTER

Costs	Size	Units	Unit Cost	Total Cost
Food Hub Equipment	15,400	sq. ft.	\$226.00	\$3,478,500
AgTech Incubator Space	10,000	sq. ft.	\$115.00	\$1,150,000
Incubator Wet Lab	2,000	sq. ft.	\$160.00	\$320,000
Consumer Packaging Goods Lab	5,500	sq. ft.	\$160.00	\$880,000
CPG Test Kitchens	3,000	sq. ft.	\$250.00	\$750,000
Office Space	4,500	sq. ft.	\$115.00	\$517,500
Communal Space	4,500	sq. ft.	\$100.00	\$450,000
	44,900			\$7,546,000

The Capital Recovery cost shown in **Table 3** reflects a 25-year useful life for the improvements estimated in **Table 5**. This is a static proforma analysis and escalation factors would need to be incorporated into the year-to-year budgeting process to ensure that the CRF is sufficiently funded when equipment and building systems need to be replaced.

B. Revenues

The AG X Innovation Center needs to generate more than \$2 million per year to breakeven at full operation. The lower part of **Table 3** itemizes a number of revenue sources that can contribute to this total.

Space Rent. Certain of the program elements would pay space rent to the Operator, at below market rates. In this analysis, we propose the Food Hub, the Incubator Wet Lab, and the CPG Lab, including the test kitchens, would pay \$15/sq. ft./yr. This is the average rate for bare industrial shell space in Escondido, but these Center spaces would be fully equipped, and the Operator would cover utilities and all other building costs. For the non-lab incubator spaces, we propose a rent at two-thirds of the office market rate, \$14.00 compared to \$21.00. These rent levels in aggregate would generate about \$529,200 per year.

Program Revenues. The Incubator and CPG Lab tenants are assumed to be independent businesses who would support their own operations through outside sales or capital investments. In contrast, the Food Hub, Agritourism and marketing program elements are assumed to generate program revenues that would help support operation of the Center.

In terms of the Food Hub, Foodshed operates on the principle that it retains only 20% of its gross revenue for operations and research and returns 80% to the farmers from whom it purchases the food. Foodshed also endeavors to invest 5% of revenues into agricultural research to benefit its farmers. Based on the size of the Food Hub operation planned for the Center, we estimate gross revenues should be about \$7.66 million per year at full operation. Assuming 15% is available for operating costs, this would generate about \$1,149,800, of which \$231,000 is allocated to space rent in **Table 3**.

The Agritourism and Grown in San Diego marketing efforts would generate subscription revenues from participating farmers. Further research is needed to determine what subscription rates would be acceptable to the participants but for the present analysis we proposed that Agritourism Farms would pay \$200 per year and Grown in San Diego participants would pay \$100. There are currently 100 Agritourism participants. If that number could be increased to 150 through marketing the App and other efforts, it would generate \$30,000 per year in subscription revenues. Similarly, if 25% of the farms in the County (about 1,000) paid into the marketing program at \$100 per year, it would generate \$100,000 in program revenues.

These program revenues do not necessarily support the staffing levels included in the cost analysis above. However, it is anticipated the program would receive grants and corporate sponsorship revenues to help support the full program operations. As the programs are implemented, it will be necessary to adjust staffing and subscription levels to create a viable cost/revenue balance for these programs. For purposes of this analysis, we have assumed the Center could attract \$400,000 in annual corporate sponsorships and also a \$50,000 grant to produce the Agritourism app.

C. Additional Potential Funding Sources

As noted above, the Ag X Innovation Center will need to rely upon multiple funding sources at start-up and continuing sustainability to assist in the development of the necessary equipment, infrastructure, and program delivery. These funding sources can come from a mix of federal, state, corporate, and philanthropic sources as noted below:

Federal:

- **United States Department of Commerce, Economic Development Administration (EDA) “Build to Scale Program (B2S)”** – The EDA B2S Program aims to:
 - build capacity for entrepreneurs and innovators to invent, improve, and bring to market new technology products and services;
 - accelerate the growth of regional economies focused on industries of the future;
 - empower communities to enable technology innovators and entrepreneurs to pilot and test their products and services; and
 - equitably and inclusively increase access to capital for technology-enabled entrepreneurs.
- **United States Small Business Administration, Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) programs**

- United States Department of Agriculture (USDA), Urban Agriculture and Innovative Production grants
- USDA, Agriculture Innovation Center Program (pending funding availability)
- USDA, Agricultural Marketing Service (AMS), Federal State Marketing Improvement Program through the California Food and Agriculture Department or UCANR
- USDA, Rural Energy for America Program (REAP)

California State:

- **California Jobs First, Regional Investment Initiative** – As noted above, the City of Escondido is part of the Southern Border Region, where Agriculture + Sustainable Food systems is the top priority in San Diego County.
- **California Department of Food and Agriculture (CDFA), Specialty Crop Block Grant Program**
- **CDFA, California Underserved and Small Producers Program (CUSP)**
- **CDFA, Farm to Community Food Hubs Program**
- **CDFA, Farm to School Incubator Grant Program**
- **CDFA, Resilient Food Systems Infrastructure Program**

Philanthropic sources:

- **San Diego Foundation**
- **Jacobs Family Foundation**
- **Gary and Mary West Foundation**
- **Rady Family Foundation**

Select San Diego-Area Potential Corporate Sponsors:

- Semptra
- Albertsons
- Ralphs
- Vons

This is far from a complete list of potential funders but an initial list of collaborative partners to support the first phase of development of the Ag X Innovation Center in the City of Escondido. We would anticipate this list to expand as program successes increase and positive community response grows.



VII. CONCLUSIONS

Through its long history of agricultural production and strong cultural heritage, the City of Escondido has the potential to emerge as a modern hub for agricultural innovation and sustainable creative practices. Escondido is uniquely positioned to be a leader in the region for this economic cluster, offering existing land, supply chain resources, and infrastructure such as the Membrane Filtration and Reverse Osmosis (MFRO) water facility, a rail spur, and especially, the property at 455 N. Quince Street.

As this extensive feasibility analysis concludes and given the aforementioned attributes of the City of Escondido, we recommend the creation of the Ag X Innovation Center at 455 N. Quince Street. The creation of the Ag X Innovation Center would be a unique proposition and catalytic venue to spur agricultural development appropriate for Escondido and the San Diego/Southern California region for the next several decades.

The overall foundational need and vision for the creation of an Ag X Innovation Center is based in the City's CEDS, San Diego County's Jobs First priority, and the current status of agriculture across San Diego County, and most specifically within the City of Escondido. In order for agriculture to remain viable and vibrant, an Ag X Innovation Center is essential for the continued development of creative and innovative practices for food and agricultural production into the future.

Today, the spirit of innovation continues with the integration of AgTech into various aspects of agriculture. AgTech is the use of technology in agriculture with the aim of improving yield, efficiency, and profitability. Not all AgTech needs to be cutting edge or breakthrough but also readily applicable to the specific needs of the local and regional community, industry, and marketplace. Creative practices that maximize a locality's specialties and strengths are just as important for the long-term sustainability of the food and agricultural sector.

Therefore, the mix of recommended programs and activities in a newly created Ag X Innovation Center at 455 N. Quince Street in Escondido, CA will provide the necessary epicenter for local and regional agricultural and economic development.



Attachment "1"

Item 14.

VIII. APPENDICES

Appendix A – Bios of Vine Institute team



Lon Hatamiya is the President of the *Vine Institute* in Woodland, California. Lon specializes in international, national, and regional economic analysis, with an emphasis on technology, food, and agriculture. He has extensive government management experience serving at both the state and federal levels. He was the first Asian American cabinet member in the history of the state of California, serving as Secretary of the California Technology, Trade and Commerce Agency, when he was appointed by Governor Gray Davis in 1999. He was also the first Asian American Administrator at the United States Department of Agriculture, where he headed up the Agricultural Marketing Service and then the Foreign Agricultural Service under President Bill Clinton. Mr. Hatamiya practiced law with the international firm of Orrick, Herrington and Sutcliffe, and worked for The Procter and Gamble Company in Cincinnati, Ohio, The Sony Corporation in Tokyo, Japan, and H.B. Orchards, Inc. in Marysville, California. He also served as a Director for the international consulting firms of LECG, LLC. and Navigant Consulting.

Mr. Hatamiya graduated from Harvard College with an A.B. in Economics. He also obtained his JD and MBA degrees from UCLA. In addition, he is native of Marysville, California, where he grew up on his three-generation family farm.



J. Kent Morgan, Ph.D. is a Primary Consultant to the *Vine Institute*, and the Owner and President of *J. Kent Morgan Consulting, LLC*, a scientific and regulatory consulting company based in Port Saint Lucie, Florida. Kent specializes in consulting with national and international clientele for scientific product research and development from proof of concept through IP/ licensing, federal registration, and the marketing/sales of the final product. He has authored multiple reports for US federal regulatory agencies including both the US EPA and FDA and has secured funding from granting agencies for his clients. He has authored multiple peer reviewed scientific journal articles and holds both US and international patents. He has worked as Chief Science Officer and Acting Chief Science Officer for

multiple start-up companies and provided guidance to assess the value of scientific IP and has negotiated exclusive licensing agreements of multiple technologies. He has contracted and advised clients in varying scientific fields including (but not limited to), molecular biology, microbiology, cell biology, immunology, genetics, proteomics, bioinformatics, plant pathology, vector entomology, and agricultural chemicals for plant disease management.

Dr. Morgan graduated from Brigham Young University in Provo, UT with a B.S. in Microbiology. He obtained his Ph.D. in Microbiology/Cell and Molecular Biology from Oklahoma State University, and he performed his Postdoctoral training at the United State Department of Agriculture with the Agricultural Research Services in Fort Pierce, FL. Kent grew up in Utah and California and has lived both nationally and internationally.



Hannah Johnson McAbee, is the owner of GYV, a philanthropy and impact management firm specializing in agriculture and rural investment. She also serves as the industry engagement lead for The Vine, UC Agriculture & Natural Resources commercialization program and the Vine Institute. Hannah came to the Vine Institute with over 16 years of experience in philanthropy and strategic grantmaking and 25 years working in or around agriculture. Hannah's life has been steeped in the nuances of a family-operated enterprise, having grown up on her family's ranch in underserved, Laton, California. This formative experience laid the groundwork for her career, focusing on creating opportunities for all Californians while remaining true to her passion for agriculture. Hannah has led eight-figure capital raises for multiple organizations in California, created and managed targeted grant programs that catalyzed lifesaving impact for underserved rural communities, notably the creation of the Healthy Harvest Program alongside CDFA, and been unwavering in her dedication to the sustainable future of agriculture. Hannah's role with the Vine Institute, is to lead stakeholder engagement and ensure that the agricultural industry, producers, and partners of all sizes, have the tools, tech, and information they need to continue their work.

Hannah earned a bachelor's degree in business administration from California State University Fresno and resides in Fresno with her husband and two sons.



Iulia Roman is a consultant to the Vine Institute, bringing a diverse skillset that includes analytical expertise, project management, and stakeholder engagement, with a focus on the environment and sustainability. With extensive experience in environmental impact analysis and project management, Iulia has successfully managed large environmental impact reports for clients across sectors such as residential development, renewable energy, and utility infrastructure. As a consultant with the Vine Institute, she currently supports stakeholder outreach and project management for feasibility studies focused on agriculture and food production.

Iulia holds a BA in Environmental Studies with a minor in Professional Writing from the University of California, Santa Barbara and resides in San Diego, California.



Doug Svensson is a planner and economist with forty-five years' experience in economic development. He has been a Principal at Applied Development Economics since 1987 and its President for the past 20 years. Mr. Svensson has worked with a variety of public and private clients including the State of California, regional air quality districts, city and county governments, and nonprofit community development corporations.

Mr. Svensson has prepared economic strategic plans for communities throughout California. He has worked with diverse cities in urban metropolitan areas, including a range of urbanizing and more newly incorporated communities, to distinguish their economic niche and develop strategies to thrive in a competitive environment. He has also worked with small communities in rural economies, helping them to build on their agricultural and resource base as well as networking with regional efforts for economic diversification. Mr. Svensson specializes in public finance as well as his practice in economic development strategic planning. He has prepared more than 50 fiscal and public finance studies for a wide range of project types, including general and specific plans, long range development plans for major universities, and major mixed-use developments. In the agricultural economy space, he has prepared feasibility studies for food hubs, research centers and value-added processing facilities.

Mr. Svensson obtained his bachelor's degree from the University of California, Santa Barbara, where he was a Regent Scholar and he holds a master's degree in city and regional planning from the University of California, Berkeley with an emphasis in housing and economic development.

Appendix B – List of Stakeholder

Name	Organization	Title
Scott Hancock	Agrarian Institute	Board Member
Marcos Mujica	Agrarian Institute	Founder, Director of Programs
Mario DeMatteo	Agrarian Institute/Bonsall Berry Farm	Executive Director/Co-Founder
MyPhuong Le	Aquillius	President
Leah Villegas	Aquillius	Vice President of Operations
Kat Donnelly	Azentive	CEO and Founder
Kim Murray	Beach House Winery	Owner
Brian Dawson	Biome Capital Partners	Partner and Founder
Ryan Simpson	Bonsall Berry Farm	Co-Founder
Valerie Mellano	Cal Poly Pomona	Chair Emeritus, Plant Science Department
K.C. Cornwell	California Grown	Digital Marketing Director
Matt Sanford	City of Carlsbad	Economic Development Manager
Michelle Geller	City of Oceanside	Economic Development Manager
Rob Dhohowski	City of Oceanside	Principal Planner
Louise Balma	City of Oceanside	Planning Commissioner
Tess Sangster	City of San Marcos	Community and Economic Development Director
Gary Shuster	Coleman & Horowitz	Inventor and Tech Attorney
Christe Marcella	Connect	COO
Scott Gross	CSU San Marcos	AVP, Industry Partnerships
James Sly	East County EDC	President and CEO
Angela Nagel	East County EDC	Communications Manager
Dana Groot	FloraBunda Farms/San Diego Farm Bureau	Founder and President
Ellee Iggoe	Food Shed Cooperative	Director
Frank Konyon	Frank Konyon Dairy	Owner
Neal Bloom	Fresh Brewed Tech	Founder
Cassandra Shaeg	Fresh Glass Productions	Founder
Chris Burroughs	Garden 31	Founder
Danna Stroud	GoBiz, State of California	Associate Deputy Director
Ramiro Contreras	GoGreen Agriculture	Plant Manager, San Marcos
Kevin Grangetto	Grangetto's Farm and Garden Supply	Owner
Eddie Grangetto	Grangetto's Farms	PCA and Farmer
Chuck Samuelson	Heal the Earth	Founder

Mike Mellano	Mellano and Company	CEO
Maria Mellano	Mellano Coffee	Founder
Erika Mikolich	Mikolich Honey	Founder
Kierstin Rielly	Naturally San Diego	Executive Director
Brian Grover	Nolen Communities/Fox Point Farms	Managing Partner
Eric Bulvold	North County EDC	CEO
Gus Skinner	Nutrien Agriculture	Director of Precision Ag.
Leslee Gaul	Oceanside Visitors Bureau	CEO and President
Ari Raz	Once Upon a Farm	Founder
Tony Fekini	Plantable Foods	Founder
Wesley Burt	Plus Box	Founder and Executive Director
Lauren Browning	QAI	Senior Business Development Manager
Michael Blackmun	Salk 2.0, San Diego County	Environmental Planner
Kimberly Greene	San Diego County Office of Sustainability and Environmental Justice, Food System Initiative	Program Manager
Taylor Reese	San Diego Farm Bureau	Director
Katie Byrne	San Diego Farm Bureau	Member and Policy
Connie Winterstein	San Diego Food System Alliance	Land Access and Infrastructure Director
Eduardo Velasquez	San Diego Regional EDC	Sr. Director, Research and Economic Development
Emily Irion	San Diego Regional EDC	Manager, Economic Development
John McMillan	San Diego State	CA Jobs First Southern Border Region
Craig Kolodge	San Pasqual Valley Soils	Business Development and Sustainability
Carl Ribaud	SMG Consulting	Founder
Greg Horowitz	UC San Diego Innovation Design	Director
Janis Gonzales	UCANR	Community Education Supervisor
Darlene Ruiz	UCANR	Small Farms Network
Jerry Spinelli	UCANR	Production Horticulture Advisor
Rachel Callahan	UCANR	Statewide Agritourism Coordinator
Ramiro Lobo	UCANR, San Diego	Small Farms & Agricultural Economics Advisor
Barney Rubin	Union Kitchen	Founder
Rep. Scott Peters	U.S. Congress	Congressmember
Kerri Leslie	Verity	CEO

KEY-

CONSENT CALENDAR CURRENT BUSINESS
PUBLIC HEARING WORKSHOP PROCLAMATION

Item 15.



CITY *of* ESCONDIDO

FUTURE AGENDA

7/30/2025 - NO MEETING (SUMMER BREAK)

8/6/2025 - NO MEETING (SUMMER BREAK)