



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 04, 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



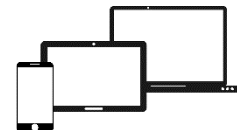
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 04, 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, JUNE 04, 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 LABOR NEGOTIATORS (Government Code § 54957.6)

- a. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Teamsters Local 911, Maintenance and Operations Bargaining Unit and Administrative / Clerical / Engineering Bargaining Unit
- b. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido City Employees' Association, Supervisory Bargaining Unit

ADJOURNMENT



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 04, 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

PROCLAMATION

San Diego County Teacher of the Year - Corina Martinez (Pioneer Elementary School)

PRESENTATION

Clean Energy Alliance

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

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CONSENT CALENDAR

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



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 04, 2025

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

2. APPROVAL OF WARRANT REGISTER

Request the City Council approve the City Council and Housing Successor Agency warrants issued between May 12, 2025 to May 25, 2025.

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

3. APPROVAL OF MINUTES: Regular meeting of May 21, 2025

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

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

Request the City Council adopt Resolution No. 2025-58, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main.

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

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

a) Resolution No. 2025-58

6. NOTICE OF COMPLETION FOR THE OAKVALE ROAD REALIGNMENT PROJECT

Request the City Council adopt Resolution No. 2025-41, authorizing the Director of Utilities to file a Notice of Completion for the Oakvale Road Realignment Project.

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

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

a) Resolution No. 2025-41



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 04, 2025

7. CHANGE ORDERS TO PURCHASE ORDER AGREEMENT NOS. 39822, 39828, AND 39826, INCREASING THE PURCHASE AMOUNT OF PURATE, SODIUM HYDROXIDE (25% SOLUTION), AND SODIUM HYDROXIDE (50% SOLUTION) FOR THE WATER TREATMENT PLANT

Request the City Council take the following actions: (1) adopt Resolution No. 2025-57, authorizing the Finance Department to execute a change order in the amount \$139,000, increasing the annual purchase order amount for Purate to \$473,170; (2) adopt Resolution No. 2025-62, authorizing the Finance Department to execute a change order in the amount of \$40,000, increasing the annual purchase order amount for Sodium Hydroxide (25% solution) to \$285,500; and (3) adopt Resolution No. 2025-63, authorizing the Finance Department to execute a change order in the amount of \$87,000, increasing the annual purchase order amount for Sodium Hydroxide (50% solution) to \$406,200.

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

Presenter: Reed Harlan, Assistant Director of Utilities/Water

- a) Resolution No. 2025-57
- b) Resolution No. 2025-62
- c) Resolution No. 2025-63

8. BID AWARD FOR RFB NO. 25-10 LIVE CHANNEL CATFISH

Request the City Council adopt Resolution No. 2025-67, authorizing the Mayor to execute, on behalf of the City, a Public Services Agreement with Imperial Catfish for the purchase of Live Channel Catfish to stock Dixon Lake and Lake Wohlford ("Agreement").

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

Presenter: Brian Thill, Lakes and Open Space Manager

- a) Resolution No. 2025-67

9. ACCEPT THE IRREVOCABLE OFFER OF DEDICATION FOR FOXLEY DRIVE

Request the City Council adopt Resolution No. 2025-15 accepting the Irrevocable Offer to Dedicate Real Property along Foxley Drive for Assessor Parcel No 240-011-04-00.

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

Presenter: Jason Christman, Engineering Manager

- a) Resolution No. 2025-15



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 04, 2025

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AND ADOPTING THE ESCONDIDO POLICE DEPARTMENT MILITARY EQUIPMENT USE POLICY

Approved on May 14, 2025 with a vote count of 4/0 (Fitzgerald - Absent)

a) Ordinance No. 2025-02 (Second Reading and Adoption)

11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING THE 2025 FIRE HAZARD SEVERITY ZONE MAP AS RECOMMENDED BY THE CALIFORNIA STATE FIRE MARSHAL

Approved on May 14, 2025 with a vote count of 4/0 (Fitzgerald - Absent)

a) Ordinance No. 2025-03 (Second Reading and Adoption)

PUBLIC HEARINGS

12. CITY POSITION VACANCIES AND RECRUITMENT AND RETENTION EFFORTS

Request the City Council hear the presentation on the status of City vacancies and recruitment and retention efforts as required by California Government Code Section 3502.3, conduct the public hearing, and provide feedback as appropriate.

Staff Recommendation: Receive and File (Human Resources Department: Jessica Perpetua, Director of Human Resources)

Presenter: Daniel Alvarado, Human Resources Manager

13. CITYWIDE ENERGY ROADMAP PROGRAM - CONTINUED TO JUNE 25, 2025 COUNCIL MEETING

Request the City Council approve the Citywide Energy Roadmap Program.

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

Presenter: Christopher McKinney, Deputy City Manager/Interim Director of Development Services



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 04, 2025

FUTURE AGENDA

14. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S 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, June 11, 2025	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>
Wednesday, June 18, 2025	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>

SUCCESSOR AGENCY

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



AFFIDAVITS

OF

ITEM

POSTING—

- REQUEST THE CITY COUNCIL HEAR THE PRESENTATION ON THE STATUS OF CITY VACANCIES AND RECRUITMENT AND RETENTION EFFORTS AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 3502.3, CONDUCT A PUBLIC HEARING, AND PROVIDE FEEDBACK AS APPROPRIATE
- CITYWIDE ENERGY ROADMAP PROGRAM - CONTINUED TO JUNE 25, 2025 COUNCIL MEETING



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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN on WEDNESDAY, JUNE 4, 2025 at 5 p.m., the Escondido City Council of the City of Escondido will hold a Public Hearing to consider the following item:

REQUEST THE CITY COUNCIL HEAR THE PRESENTATION ON THE STATUS OF CITY VACANCIES AND RECRUITMENT AND RETENTION EFFORTS AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 3502.3, CONDUCT A PUBLIC HEARING, AND PROVIDE FEEDBACK AS APPROPRIATE

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

- The status of vacancies and recruitment and retention efforts.

IF YOU CHALLENGE this item in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council, at or prior to the Public Hearing.

The City of Escondido recognizes its obligation to provide equal access to public services for those individuals with disabilities. Please contact the American Disabilities Act (A.D.A.) Coordinator (760) 839-4376 with any requests for reasonable accommodations, to include sign language interpreters, at least 24 hours prior to the meeting. The City of Escondido does not discriminate against any person with a handicapped status.

ALL INTERESTED PERSONS are invited to attend said Public Hearing to express their opinion in this matter. Said Public Hearing will be held in the Council Chambers, 201 N. Broadway, Escondido, California, 92025.

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

FOR ADDITIONAL INFORMATION, please contact Daniel Alvarado, Human Resources Manager (760) 839-4589.

DocuSigned by:
A handwritten signature in black ink that reads "Zack Beck".
A58535D0BDC1430...

ZACK BECK, City Clerk
City of Escondido
May 22, 2025

Published in THE ESCONDIDO TIMES ADVOCATE: 5/22/25



STAFF REPORT

June 4, 2025
File Number 0400-40

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

Finance

RECOMMENDATION

Approval for City Council and Housing Successor Agency warrants issued between May 12, 2025 to May 25, 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	05/12/2025 to 05/25/2025
Total	\$7,412,060.57
Number of Warrants	470

BACKGROUND

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

CLOSED SESSION

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

- a. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Teamsters Local 911, Maintenance and Operations Bargaining Unit and Administrative / Clerical / Engineering Bargaining Unit
- b. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido City Employees' Association, Supervisory Bargaining Unit

ADJOURNMENT

Mayor White adjourned the meeting at 4:40 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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FLAG SALUTE

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

CALL TO ORDER

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

PROCLAMATION

National Public Works Week

PRESENTATION

Water Awareness Poster Contest Winners

CLOSED SESSION REPORT

None

ORAL COMMUNICATIONS

Tracy Baxter – Expressed concern regarding homelessness in Escondido.

CONSENT CALENDAR

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

2. **APPROVAL OF WARRANT REGISTER**

Request the City Council approve the City Council and Housing Successor Agency warrants issued between May 5, 2025 to May 11, 2025.

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

3. **APPROVAL OF MINUTES: Regular meeting of May 14, 2025**

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

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

Request the City Council adopt Resolution No. 2025-54, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The Resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property. (File Number 1330-85)

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

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

a) Resolution No. 2025-54

6. **APPROVAL OF PUBLIC SERVICE AGREEMENT WITH SHARP BUSINESS SYSTEMS INC. AND XEROX BUSINESS SOLUTIONS**

Request the City Council adopt Resolution No. 2025-40, authorizing the Mayor to execute two Public Service Agreements ("PSA"): (1) copier/multifunction device ("MFD") hardware, software, supplies and service with Sharp Business Systems Inc. and (2) network printer hardware, service, and supplies, duplicating production device hardware, software, and service, and wide format printing device, software, and service with Xerox Business Solutions. (File Number 0600-10; A-3556-A; A-3556-B)

Staff Recommendation: Approval (Information Systems Department: Robert Van De Hey, Chief Information Officer)

Presenter: Robert Van De Hey, Chief Information Officer

a) Resolution No. 2025-40



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

7. **AUTHORIZE SUPPORT LETTER FOR AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES GRANT APPLICATION**

Request the City Council adopt Resolution No. 2025-59 authorizing the City Engineer to submit a letter of support for the Affordable Housing and Sustainable Communities grant application which will be submitted to the State in May. (File Number 0480-70)

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

Presenter: Jonathan Schauble, City Engineer

a) Resolution No. 2025-59

WORKSHOP

8. **FISCAL YEAR 2025/26 OPERATING BUDGET BRIEFING**

Request the City Council provide direction regarding the Fiscal Year 2025/26 Operating Budget. (File Number 0430-25)

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

Presenter: Christina Holmes, Director of Finance

CURRENT BUSINESS

9. **BOARD AND COMMISSION APPOINTMENTS**

Request the City Council ratify the Mayor's appointments to serve on the Library Board of Trustees, Planning Commission, Public Art Commission and Transportation and Community Safety Commission. (File Number 0120-10)

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

Presenter: Zack Beck, City Clerk

Motion by Deputy Mayor Martinez to appoint the following Board and Commission candidates:

Library Board of Trustees: Giselle Luevanos and John Schwab

Planning Commission: Corey Gustafson

Public Art Commission: Leila Sackfield, Carol Rogers and Terri Ryan



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Transportation and Community Safety Commission: Austin Denman and Lori Hatley

Second: C. Garcia; Approved: 5-0

FUTURE AGENDA

10. 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

None

ADJOURNMENT

Mayor White adjourned the meeting at 6:30 p.m.

MAYOR

CITY CLERK



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

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

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

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

RECOMMENDATION

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

Respectfully Submitted,

Zack Beck
City Clerk



STAFF REPORT

June 4, 2025
File Number 1330-85

SUBJECT

CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

DEPARTMENT

Utilities Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-58, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The Resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

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

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

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

COUNCIL PRIORITY –Improve Public Safety

FISCAL ANALYSIS

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

PREVIOUS ACTION

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

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

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



CITY of ESCONDIDO

STAFF REPORT

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

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

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

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

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

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

On October 23, 2024, the City Council adopted Resolution No. 2024-146, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On November 20, 2024, the City Council adopted Resolution No. 2024-162, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On December 4, 2024, the City Council adopted Resolution No. 2024-178, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On January 8, 2025, the City Council adopted Resolution No. 2025-03, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On January 29, 2025, the City Council adopted Resolution No. 2025-06, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On February 19, 2025, the City Council adopted Resolution No. 2025-08, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer line.



CITY of ESCONDIDO

STAFF REPORT

On March 19, 2025, the City Council adopted Resolution No. 2025-14, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer line.

On April 2, 2025, the City Council adopted Resolution No. 2025-19, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On April 16, 2025, the City Council adopted Resolution No. 2025-30, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On May 7, 2025, the City Council adopted Resolution No. 2025-38, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On May 21, 2025, the City Council adopted Resolution No. 2025-54, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

BACKGROUND

The City's trunk sewer mains, constructed in the 1950's, are a critical and integral part of the City's wastewater system. In June 2024, during routine closed-circuit television inspection, Utilities Staff identified multiple failed and severely deteriorated sections of 18-inch and 21-inch trunk sewer main. In order to act quickly to avoid catastrophic failure, a local emergency was proclaimed on June 20, 2024, by the City Manager, serving as the Director of Emergency Services. The current and continuing scope of work includes two sections of severely deteriorated trunk sewer main that are in critical condition. These sections are shown in **Figure 1** below and defined as follows:

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

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



CITY of ESCONDIDO

STAFF REPORT

Figure 1



Section 1 emergency repair work began on August 7, 2024. Repair work to Section 1 was completed as of January 30, 2025. The final slurry seal coat to the Firestone parking lot is scheduled to be completed on July 3, 2025, to allow for proper cure time and minimal disruption to Firestone's normal business operating hours.

Section 2 emergency repair work began on July 25, 2024, and is anticipated to be complete by July 31, 2025. The contractor, CCL Contracting, Inc. ("CCL"), has installed approximately 3,680 linear feet of trunk main, from Grape Day Park to Hickory Street, within Pennsylvania Avenue; north within Hickory Street from the intersection of Pennsylvania Avenue and Hickory Street to just south of the intersection of Hickory Street and Lansing Circle; easterly through the Westmont Assisted Living Community; and continues easterly within the City's Escondido Creek private property/public utility easement, paralleling the south side of Escondido Creek to Grape Street. Additional work over the last several weeks includes: restoration work at Westmont Assisted Living Community, abandonment and slurry fill of 2,000 feet of 21-inch sewer, abandonment and slurry fill of 14 manholes and repair of 40 feet of 21-inch trunk sewer line within the bike path at Date Street. Electronic message boards updating the community are in place, where appropriate, throughout the construction project site and will remain through the duration of work.

Utilities Staff continues to communicate and coordinate with affected businesses and local schools within the construction zone of influence, as well as other City Departments regarding current and upcoming



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construction, including the upcoming road closures, final improvements within Grape Day Park, the Grand Avenue Corridor Project, and the Escondido Creek Trail Project.

RESOLUTIONS

- a) Resolution No. 2025-58

RESOLUTION NO. 2025-58

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

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

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

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

WHEREAS, pursuant to the approval of Resolution No. 2024-86 on June 26, 2024, ratifying Proclamation No. 2024-02; Resolution No. 2024-94 on July 10, 2024; Resolution No. 2024-103 on July 17, 2024; Resolution No. 2024-106 on August 7, 2024; Resolution No. 2024-117 on August 28, 2024; Resolution No. 2024-131 on September 11, 2024; Resolution No. 2024-141 on October 2, 2024; Resolution No. 2024-146 on October 23, 2024; Resolution No. 2024-162 on November 20, 2024; Resolution No. 2024-178 on December 4, 2024; Resolution No. 2025-03 on January 8, 2025; Resolution No. 2025-06 on January 29, 2025; Resolution No. 2025-08 on February 19, 2025; Resolution No. 2025-14 on March 19, 2025; Resolution No. 2025-19 on April 2, 2025; Resolution No. 2025-30 on April 16, 2025; Resolution No. 2025-38 on May 7, 2025; and Resolution No. 2025-54 on May 21, 2025, the City Council previously found that the failing trunk sewer risk constitutes an emergency and found it appropriate for

Utilities Staff to proceed to contract services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

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

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

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

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

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

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

1. That the above recitations are true.

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



STAFF REPORT

June 4, 2025
File Number 0600-95

SUBJECT

NOTICE OF COMPLETION FOR THE OAKVALE ROAD REALIGNMENT PROJECT

DEPARTMENT

Utilities Department, Construction and Engineering

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-41, authorizing the Director of Utilities to file a Notice of Completion for the Oakvale Road Realignment Project.

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

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

ESSENTIAL SERVICE – Yes, Clean Water

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

The total cost of the Oakvale Road Realignment Project ("Project") was \$12,453,024.66. The Project was funded from the Lake Wohlford Dam Replacement Project Water Capital Improvement Project ("CIP") No. 704912. The Project's maximum total contract value was \$13,431,218.45. The unused contract balance of \$978,193.79 will remain in the Lake Wohlford Dam Replacement Project Water CIP No. 704912.

PREVIOUS ACTION

On May 12, 2021, the City Council adopted Resolution No. 2021-45, authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with L.B. Civil Construction, Inc., the lowest responsive and responsible bidder, in the amount of \$8,467,520, for construction of the Project.

On December 7, 2022, the City Council adopted Resolution No. 2021-169, authorizing Project change orders to the Public Improvement Agreement with L.B. Civil Construction Inc., in the amount of \$4,963,698.45.



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BACKGROUND

Lake Wohlford Dam was constructed in 1895 with earth and rock materials as part of the City of Escondido's ("City") local water system. In 1925, the dam was raised to its current height, using a slurry hydraulic fill process. In 2007, during a routine seismic evaluation, the California Division of Safety of Dams ("DSOD") determined that the newer hydraulic fill section of Lake Wohlford Dam has the potential to liquefy and fail in the event of an earthquake greater than 7.5 in magnitude. In response to potential seismic concerns, City Utilities staff lowered the water level of Lake Wohlford, such that the maximum level of the lake does not exceed the level of the original seismically-sound earth and rock dam. Since 2007, Lake Wohlford has been operated at this lower level, continuing to provide recreational opportunities and local water storage. See **Figure 1**.

Figure 1



After DSOD's findings in 2007, and in order to maximize the benefits of the City's local water system, Utilities staff partnered with water industry experts on the design for a replacement dam, which is proposed to be constructed immediately downstream of the existing dam. Due to a conflict between the proposed left abutment of the new Lake Wohlford Dam and existing Oakvale Road, the realignment of approximately 1,200-feet of roadway was required prior to construction of the new dam. The Project also consisted of the straightening of Oakvale Road and moving it toward the south. See **Figure 2** below.



CITY of ESCONDIDO

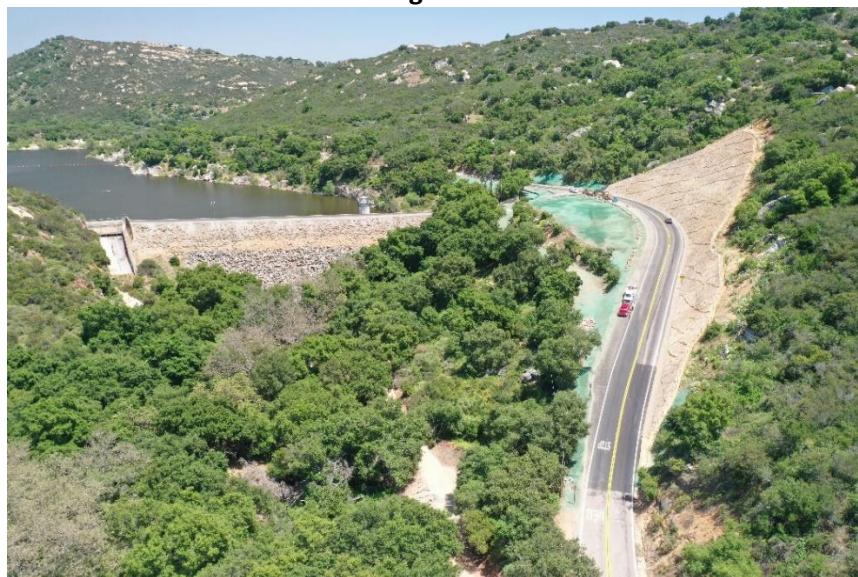
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Figure 2



To create space for realigning the road, the Project required excavation into the adjacent hillside, removing approximately 56,000 cubic yards of rock and earth. Stabilization of the steep slope required the construction of a soil nail shotcrete wall, reinforcing and strengthening the existing ground with the installation of a series of closely spaced bars. The wall measures approximately 100-feet tall by 1,100-feet long. **Figures 3** and **4** show aerial views of the Project upon completion of construction, looking easterly and westerly respectively.

Figure 3





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Figure 4



RESOLUTIONS

- a) Resolution No. 2025-41

RESOLUTION NO. 2025-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AUTHORIZING THE
DIRECTOR OF UTILITIES TO FILE A NOTICE OF
COMPLETION FOR THE OAKVALE ROAD REALIGNMENT
PROJECT

WHEREAS, on May 12, 2021, the City Council adopted Resolution No. 2021-45, authorizing the execution of the Public Improvement Agreement for the construction of the Oakvale Road Realignment Project in the amount of \$8,467,520; and

WHEREAS, on December 7, 2022, the City Council approved Resolution No. 2021-169, authorizing change orders to the Public Improvement Agreement with L.B. Civil Construction Inc., in the amount of \$4,963,698.45 for the Oakvale Road Realignment Project; and

WHEREAS, the construction of the Oakvale Road Realignment Project was completed by L.B. Civil Construction Inc. as of May 28, 2024; and

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

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

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Utilities.

3. That the City Council approves the request to file a Notice of Completion for the Oakvale Road Realignment Project.



STAFF REPORT

June 4, 2025
File Number 0470-25

SUBJECT

CHANGE ORDERS TO PURCHASE ORDER AGREEMENT NOS. 39822, 39828, AND 39826, INCREASING THE PURCHASE AMOUNT OF PURATE, SODIUM HYDROXIDE (25% SOLUTION), AND SODIUM HYDROXIDE (50% SOLUTION) FOR THE WATER TREATMENT PLANT

DEPARTMENT

Utilities Department, Water Division

RECOMMENDATION

Request the City Council take the following actions: (1) adopt Resolution No. 2025-57, authorizing the Finance Department to execute a change order in the amount \$139,000, increasing the annual purchase order amount for Purate to \$473,170; (2) adopt Resolution No. 2025-62, authorizing the Finance Department to execute a change order in the amount of \$40,000, increasing the annual purchase order amount for Sodium Hydroxide (25% solution) to \$285,500; and (3) adopt Resolution No. 2025-63, authorizing the Finance Department to execute a change order in the amount of \$87,000, increasing the annual purchase order amount for Sodium Hydroxide (50% solution) to \$406,200.

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

Presenter: Reed Harlan, Assistant Director of Utilities/Water

ESSENTIAL SERVICE – Yes, Clean Water

COUNCIL PRIORITY –Improve Public Safety

FISCAL ANALYSIS

Funding for Change Orders is available in the operating budget of the Water Enterprise Fund.

PREVIOUS ACTION

On May 25, 2022, the City Council adopted Resolution No. 2022-51, authorizing the unit pricing for seventeen chemicals, effective July 1, 2022 through June 30, 2023, to be used at the Escondido-Vista Water Treatment Plant ("WTP"), Hale Avenue Resource Recovery Facility ("HARRF"), and the Membrane Filtration Reverse Osmosis ("MFRO") Facility. The City Council authorized the option to renew for four, one-year periods, conditioned upon budget appropriations.



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On June 7, 2023, the City Council adopted Resolution 2023-61, accepting the chemical unit price increases and authorizing the Finance Manager to execute purchase orders for the 2023-2024 fiscal year, effective July 1, 2023 through June 30, 2024, and authorizing the City Manager to approve of chemical unit price increases, including those greater than 10 percent (10%), for the three remaining one-year period options to renew.

BACKGROUND

The WTP uses several chemicals in the water treatment process. The projected average annual consumption of chemicals for the WTP is based on prior fiscal year usage and forecasted use of the City's local water storage. Above-normal rainfall amounts in 2023 and 2024, due to strong El Nino winters and record-breaking two "thousand-year" storm events, enabled the City to capitalize on treating larger volumes water from Lake Dixon and Lake Wohlford, thereby reducing the amount of imported water purchased from the San Diego County Water Authority. The treatment of local water requires higher volumes of chemicals than the treatment of imported raw water due to the higher content of organics and inorganics in local water.

Based on the increased usage of Purate, Sodium Hydroxide (25% solution), and Sodium Hydroxide (50% solution), it is anticipated that the funds in the existing Purchase Order Agreements for these chemicals will be exhausted before the end of the 2024-2025 fiscal year.

Purate is one of the two chemical components required to make chlorine dioxide, which is a necessary disinfectant for treating local water. Purate is used for the inactivation of pathogenic organisms and oxidation of some taste and odor causing compounds.

Sodium Hydroxide, commonly known as caustic soda, is an essential chemical utilized for pH control. Certain chemicals used in the water treatment process can reduce the pH of water, thereby increasing its corrosivity and posing significant risks to the City's distribution system, such as degrading plumbing infrastructure and fixtures, as well as potential health risks to the public, such as metals in drinking water, lead poisoning, and copper toxicity. Caustic soda is used to elevate pH levels, effectively mitigating its corrosive properties and reducing the likelihood of damage to the distribution system and health risks.

Two different concentrations of sodium hydroxide are used throughout the year depending on the weather. Sodium Hydroxide (50% solution) is more concentrated requiring less usage, however it has a tendency to thicken and cause operational issues at lower temperatures and therefore is reserved for use during the warmer months. Sodium Hydroxide (25% solution) is less concentrated, making it more tolerant to the colder winter months, but requires higher usage to meet the same effectiveness as the 50% solution.

Staff is requesting the City Council to authorize the City Manager, through the Finance Department to execute Change Order No. 2 to Purchase Order 39822 with Water Solutions (Purate) in the amount of



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\$139,000; Change Order No. 3 to Purchase Order 39828, and Change Order No. 4 to Purchase Order 39826 with Northstar Chemical (Sodium Hydroxide) in the amount of \$40,000 and \$87,000, respectively.

RESOLUTIONS

- a) Resolution No. 2025-57
- b) Resolution No. 2025-62
- c) Resolution No. 2025-63

RESOLUTION NO. 2025-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AUTHORIZING THE
ADDITIONAL PURCHASE OF THE PURATE CHEMICAL
FOR THE WATER TREATMENT PLANT

WHEREAS, the Escondido-Vista Water Treatment Plant ("WTP") requires the use of numerous chemicals to treat water to potable standards; and

WHEREAS, sufficient funds are available in the operating budget of the Water Enterprise Fund to purchase such chemicals; and

WHEREAS, local area runoff and direct rainfall into Lakes Dixon and Wohlford over the last two years has reduced the amount of imported water purchases from the San Diego County Water Authority; and

WHEREAS, local water is less expensive than purchasing imported water, however, it requires the use of more chemicals in the treatment process; and

WHEREAS, the purchase amount of Purate, one of the two critical components to make chlorine dioxide for the inactivation of pathogenic organisms and oxidation, will be exhausted before the end of the 2024-2025 fiscal year.

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 additional purchase of Purate and authorizes the Finance Department to execute a change order in the amount of \$139,000.

RESOLUTION NO. 2025-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AUTHORIZING THE
ADDITIONAL PURCHASE OF THE SODIUM HYDROXIDE
(25% SOLUTION) CHEMICAL FOR THE WATER
TREATMENT PLANT

WHEREAS, the Escondido-Vista Water Treatment Plant (“WTP”) requires the use of numerous chemicals to treat water to potable standards; and

WHEREAS, sufficient funds are available in the operating budget of the Water Enterprise Fund to purchase such chemicals; and

WHEREAS, local area runoff and direct rainfall into Lakes Dixon and Wohlford over the last two years has reduced the amount of imported water purchases from the San Diego County Water Authority; and

WHEREAS, local water is less expensive than purchasing imported water, however, it requires the use of more chemicals in the treatment process; and

WHEREAS, the purchase amount of Sodium Hydroxide (25% solution), is essential for maintaining the pH control to reduce the corrosivity of the water, thereby reducing the likelihood of damaging damage to the City’s distribution system and potential health risks.

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 additional purchase of Sodium Hydroxide (25% solution) and authorizes the Finance Department to execute a change order in the amount of \$40,000.

RESOLUTION NO. 2025-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AUTHORIZING THE
ADDITIONAL PURCHASE OF THE SODIUM HYDROXIDE
(50% SOLUTION) CHEMICAL FOR THE WATER
TREATMENT PLANT

WHEREAS, the Escondido-Vista Water Treatment Plant (“WTP”) requires the use of numerous chemicals to treat water to potable standards; and

WHEREAS, sufficient funds are available in the operating budget of the Water Enterprise Fund to purchase such chemicals; and

WHEREAS, local area runoff and direct rainfall into Lakes Dixon and Wohlford over the last two years has reduced the amount of imported water purchases from the San Diego County Water Authority; and

WHEREAS, local water is less expensive than purchasing imported water, however, it requires the use of more chemicals in the treatment process; and

WHEREAS, the purchase amount of Sodium Hydroxide (50% solution), essential for maintaining the pH control to reduce the corrosivity of the water, thereby reducing the likelihood of damaging damage to the City’s distribution system and potential health risks.

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 additional purchase of Sodium Hydroxide (50% solution) and authorizes the Finance Department to execute a change order in the amount of \$87,000.



STAFF REPORT

June 4, 2025

File Number 0600-10; A-3557

SUBJECT

BID AWARD FOR RFB NO. 25-10 LIVE CHANNEL CATFISH

DEPARTMENT

Utilities

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-67, authorizing the Mayor to execute, on behalf of the City, a Public Services Agreement with Imperial Catfish for the purchase of Live Channel Catfish to stock Dixon Lake and Lake Wohlford ("Agreement").

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

Presenter: Brian Thill, Lakes and Open Space Manager

ESSENTIAL SERVICE – Yes, Maintenance of Parks facilities/Open Spaces

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

FISCAL ANALYSIS

There are sufficient funds located in the Lakes Operating Budget 40070 (Dixon Lake) and 40074 (Lake Wohlford). Agreement prices are firm for the first year. Any price increase under this Agreement renewal options are not to exceed five percent of the unit price per each renewal year, subject to approval by the City.

PREVIOUS ACTION

On April 17, 2024, the City published Request for Bids No. 24-10 ("RFB 24-10") for the purchase and delivery of 14,000 pounds of live channel catfish for the 2024-25 fiscal year. On May 23, 2024, the City Clerk hosted a formal bid opening for RFB 24-10 and received one responsive bid, Imperial Catfish.

BACKGROUND

The City operates and maintains two lakes, Dixon Lake and Lake Wohlford. These lakes offer various activities including fishing. The City stocks catfish at its lakes during the summer months to offer year-round fishing activities. An agreement to purchase live channel catfish is necessary to stock fish at these lakes. Load sizes vary between 500 and 3,000 pounds per lake and delivery will be approximately twelve



CITY of ESCONDIDO

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times during the summer fishing season, which runs from May through August. Quantities required during the renewal years may vary taking into consideration the City's needs and budget appropriations.

On April 22, 2025, the City published Request for Bids No. 25-10 ("RFB 25-10") for the purchase and delivery of 14,000 pounds of live channel catfish for the 2025-26 fiscal year with the option to renew annually for four consecutive years. On May 15, 2025, the City Clerk hosted a formal bid opening for RFB 25-10 and received one responsive bid:

- Imperial Catfish at \$5.10 per pound

As per the requirements set forth on RFB 25-10, Imperial Catfish will guarantee the first year, 2025-26, at a per unit rate of \$5.10 per pound. Upon completion of the initial contract term, and prior to commencement of the optional term of the contract, Imperial Catfish may request an increase in unit prices at a fixed price increase, upon 90 days advance written notice to the City.

Contract pricing shall be as follows:

Year	Pounds	% Increase	Price	Total
1 (guaranteed)	14,000	0	\$5.10	\$71,400
2 (optional)	14,000	5%	\$5.36	\$75,040
3 (optional)	14,000	5%	\$5.63	\$78,820
4 (optional)	14,000	5%	\$5.91	\$82,740
5 (optional)	14,000	5%	\$6.20	\$86,800
TOTAL 5-YEAR CONTRACT PRICE				\$394,800

The apparent low bid received by Imperial Catfish has met all of RFB 25-10 bid requirements and has been deemed the lowest most responsive bid received. City staff recommends the award of RFB 25-10 to Imperial Catfish.

RESOLUTIONS

- a) Resolution No. 2025-67
- b) Resolution No. 2025-67– Exhibit "A"—Public Services Agreement

RESOLUTION NO. 2025-67

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 IMPERIAL CATFISH FOR THE PURCHASE AND DELIVERY OF LIVE CHANNEL CATFISH

WHEREAS, sufficient funds are available in the Lakes Operating Budget 40070 (Dixon Lake) and 40074 (Lake Wohlford); and

WHEREAS, on April 22, 2025, the City duly published an invitation for unit price bids for live channel catfish, RFB No. 25-10; and

WHEREAS, on May 15, 2025, the City Clerk hosted a formal bid opening where one sealed bid was opened and evaluated; and

WHEREAS, Imperial Catfish was determined to be the lowest responsive and responsible bidder that conformed to the City's bid specification and requirements; and

WHEREAS, Imperial Catfish has agreed to supply the City with live channel catfish at their unit bid price, with allowable increases for four additional one-year terms; and

WHEREAS, the Director of Public Works recommends awarding the Public Services Agreement to Imperial Catfish effective July 1, 2025, through June 30, 2030, in an amount not to exceed \$394,800, at a per unit rate of \$5.10 per pound for the initial Contract term; and

WHEREAS, price increases under the Contract renewal options are not to exceed five percent (5%) each renewal year, subject to approval by the City; and

WHEREAS, the Contractor renewal options are conditional upon budget appropriations and satisfactory performance by the Contractor; and

WHEREAS, the Contract amount is an estimated annual cost based on anticipated quantities; and

WHEREAS, the City Council desires at the time and deems it to be in the best public interest to accept the recommendations of the Director of Public Works and award the bid to Imperial Catfish.

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

1. That the above recitations are true and correct.
2. That the City Council determines the bid submission by Imperial Catfish to be the lowest lost responsive bid which conformed to the City's bid specifications and requirements.
3. That the City Council authorizes the bid award to Imperial Catfish for live channel catfish in the estimated amount not to exceed \$394,800, on a per unit basis, which may vary for renewal periods based on the City's needs and budget appropriations.
4. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Services Agreement with Imperial Catfish in substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
PUBLIC 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: Brian Thill
760-839-4240
("CITY")

And: IMPERIAL CATFISH, LLC
a California limited liability company
P.O. Box 188
Imperial, CA 92251
Attn: Craig Elliot
714-343-0728
("CONTRACTOR").

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

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

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

1. Description of Services. CONTRACTOR shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").
2. Compensation. In exchange for CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$394,800**. 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. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be

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

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

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

IMPERIAL CATFISH, LLC

Date: _____

Signature

Name & Title (please print)

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

Imperial Catfish, LLC, a California limited liability company ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with live channel catfish services.

B. Location

Contractor will provide services at the City's Dixon Lake facility located at 1700 La Honda Drive, Escondido, CA 92027, and Lake Wohlford facility located at 25453 Lake Wohlford Drive, Escondido, CA 92027.

C. Services

Services shall include per advertised RFB:

1. Freight and delivery of 14,000 pounds of live channel catfish to above listed City facilities

D. Scheduling

Contractor to schedule specific dates of work in advance by contacting Brian Thill at 760-839-4240 or Brian.Thill@escondido.gov. Work shall be performed in-between the hours of 7 a.m. and 4 p.m., Monday through Friday. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price shall not exceed **\$394,800**. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

The following service rates shall remain firm throughout the term of this Agreement:

Year	Pounds	% Increase	Price	Total
1 (guaranteed)	14,000	0	\$5.10	\$71,400
2 (optional)	14,000	5%	\$5.36	\$75,040
3 (optional)	14,000	5%	\$5.63	\$78,820
4 (optional)	14,000	5%	\$5.91	\$82,740
5 (optional)	14,000	5%	\$6.20	\$86,800
TOTAL 5-YEAR CONTRACT PRICE				\$394,800

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **June 30, 2030.**



STAFF REPORT

June 4, 2025
File Number 0690-30

SUBJECT

ACCEPT THE IRREVOCABLE OFFER OF DEDICATION FOR FOXLEY DRIVE

DEPARTMENT

Engineering

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-15 accepting the Irrevocable Offer to Dedicate Real Property along Foxley Drive for Assessor Parcel No 240-011-04-00.

Staff Recommendation: Approval (Christopher W. McKinney, Deputy City Manager, and Jonathan Schauble, City Engineer)

Presenter: Jason Christman, Engineering Manager

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Encourage Housing Development

FISCAL ANALYSIS

Once accepted as City right of way, Foxley Drive will become a public street and the City will have the obligation to maintain the roadway surface, concrete curb and gutter with sidewalk and landscaped parkway area as we currently do for all public streets dedicated and accepted by the City of Escondido.

PREVIOUS ACTION

On January 3, 1990, the City Council adopted Resolution No. 90-6 rejecting the Irrevocable Offer of Dedication (“IOD”) while acknowledging that the IOD would remain open for acceptance at a later date.

On February 15, 2023, the City Council approved Resolution No. 2023-20 approving a tentative subdivision map, grading exemption and addendum to the Northeast Gateway Final Environmental Impact Report for the 64 Lot Northeast Gateway Project.

On March 8, 2023, the City Council approved Ordinance No. 2023-05 approving an amendment to the Northeast Gateway Specific Plan and Development Agreement for the 64 Lot Northeast Gateway Project.



CITY *of* ESCONDIDO

STAFF REPORT

BACKGROUND

Acceptance of this IOD will enable the subdivision and newly created lots to utilize the area previously reserved for right of way as Foxley Drive. This last portion of Foxley Drive will connect to Lake Wolford Road and provide a public right of way route for the new lot owners to drive on so that they can enter and exit the subdivision.

Furthermore, this dedication completes the previously approved design of the subdivision to utilize the offer of dedication and complete the alignment of Foxley Drive in accordance with the specific alignment plan and the development agreement. The recorded Final Map for this subdivision dedicates the southerly portion of Foxley Drive as public right of way to align with this northerly portion of Foxley Drive providing legal access and use to the lots created as well as the public.

Staff recommends that the City Council accept the IOD and reserve this area as public right of way.

RESOLUTION

- a) Resolution No. 2025-15

RESOLUTION NO. 2025-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AUTHORIZING THE
ACCEPTANCE OF THE IRREVOCABLE OFFER OF
DEDICATION FOR A PORTION OF FOXLEY DRIVE

WHEREAS, the City Council had previously rejected the Irrevocable Offer of Dedication ("IOD") per Resolution No. 90-6 dated January 3, 1990. Said Resolution noted that the offer of dedication shall remain open and that the City Council may by resolution at a later date accept said offer and open the land so dedicated for public use; and

WHEREAS, the City Engineer has recommended acceptance of the IOD; and

WHEREAS, it is in the City's best interest to accept this IOD for a portion of Foxley Drive as reflected on Tentative Subdivision Map PL22-0145.

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

1. That the above recitations are true and incorporates them herein.
2. That the City Council accepts the offer of dedication for a portion of Foxley Drive.

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, APPROVING AND ADOPTING
THE ESCONDIDO POLICE DEPARTMENT MILITARY
EQUIPMENT USE POLICY

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 to regulate the use of military equipment by law enforcement agencies; and

WHEREAS, Assembly Bill 481, codified at California Government Code section 7070 et seq., requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a military equipment use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment; and

WHEREAS, California Government Code section 7070 defines the terms “military equipment” and establishes the minimum requirements for a “military equipment use policy;” and

WHEREAS, California Government Code section 7071 requires the governing body determine, prior to approving a military equipment use policy, the following:

- a. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
- b. The proposed military equipment use policy will safeguard the public’s welfare, safety, civil rights, and civil liberties;
- c. If purchasing equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;
- d. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment

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

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, ADOPTING THE 2025 FIRE
HAZARD SEVERITY ZONE MAP AS RECOMMENDED BY
THE CALIFORNIA STATE FIRE MARSHAL

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

WHEREAS, Government Code § 51178 requires the California State Fire Marshal to identify and recommend areas within the state as moderate, high, or very high fire hazard severity zones based on consistent statewide criteria; and

WHEREAS, the State of California, through the Office of the State Fire Marshal, has developed maps of Fire Hazard Severity Zones (“FHSZ”) within the State Responsibility Area consistent with its obligations under Government Code § 51178; and

WHEREAS, pursuant to Government Code § 51179, local agencies are required to adopt the fire hazard severity zone designations within 120 days of receiving the recommendations from the State Fire Marshal; and

WHEREAS, the City of Escondido is within a Local Responsibility Area and is required to designate and adopt the map of the FHSZ by ordinance; and

WHEREAS, on March 24, 2025, the City of Escondido received the 2025 FHSZ identifying designated zones within the City’s jurisdiction; and

WHEREAS, the specific map for the City of Escondido and surrounding area is attached to this ordinance and incorporated herein as Exhibit “A” and is also available on the City’s public website at: [Fire Severity Zone | Escondido, CA](#); and

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



STAFF REPORT

June 4, 2025
File Number 0750-75

SUBJECT

CITY POSITION VACANCIES AND RECRUITMENT AND RETENTION EFFORTS

DEPARTMENT

Human Resources

RECOMMENDATION

Request the City Council hear the presentation on the status of City vacancies and recruitment and retention efforts as required by California Government Code Section 3502.3, conduct the public hearing, and provide feedback as appropriate.

Staff Recommendation: Receive and File (Human Resources: Jessica Perpetua, Director of Human Resources)

Presenter: Daniel Alvarado, Human Resources Manager

ESSENTIAL SERVICE – Yes, internal requirement in support of Police Services; Fire/EMS Services; Keep City Clean for Public Health and Safety; Land Use/Development; Clean Water; Sewer; Public Works/Infrastructure; Maintenance of Parks facilities/Open Spaces

COUNCIL PRIORITY –

FISCAL ANALYSIS

There is no current-year fiscal impact as a result of this report.

PREVIOUS ACTION

None

BACKGROUND

Assembly Bill 2561 (“AB 2561”) became effective on January 1, 2025. The law, which added Section 3502.3 to the California Government Code, requires public agencies to present on the status of vacancies and recruitment and retention efforts during a public hearing before their governing board at least once per fiscal year, prior to the adoption of the final budget. The law also requires public agencies to present additional information regarding vacancies, upon request by an employee organization, if the vacancy



CITY of ESCONDIDO

STAFF REPORT

rate within a bargaining unit is at least 20%; and allow employee organizations to make a presentation to City Council.

The City has 838 full-time positions budgeted with 60 of these positions vacant as of May 12, 2025, for an approximately 7.16 percent (7.16%) vacancy rate. The Escondido Police Officers' Association – Non-Sworn has the highest vacancy rate on a percentage basis at approximately 17.5 percent (17.5%). A summary table showing the number of vacancies and percentage of total vacancies by each City bargaining unit is provided below.

Bargaining Group	Budgeted Positions	Vacancies	Vacancy Rate
Teamsters 911 Administrative Clerical, Engineering (ACE)	84	9	10.71%
Teamsters 911 Maintenance and Operations (M&O)	189	12	6.35%
Escondido City Employees' Association (ECEA) – Supervisory (SUP)	46	6	13.04%
Escondido Police Officers' Association (POA)	153	2	1.31%
Escondido Police Officers' Association – Non-Sworn	40	7	17.50%
Escondido Firefighters' Association – Safety and Non-Safety	105	3	2.86%

The Human Resources Department works with operating departments to prioritize upcoming recruitments and ensure the City meets staffing needs.

The City posts all job announcements on the City's website as well as GovernmentJobs.com, CareersInGovernment.com and Indeed.com to attract qualified applicants. The City also submits postings to industry-specific websites as appropriate. Additionally, the City accepts online interest cards that notify candidates when the City initiates a recruitment related to their interests. Human Resources is also working in conjunction with the City's Communications team to begin adding recruitment-related posts to the City's social media accounts to further engage and attract qualified candidates and enhance the City's branding as an employer of choice.



June 4, 2025

Public Hearing Item No. 13:

CITYWIDE ENERGY ROADMAP PROGRAM

- **This Public Hearing item has been continued to
June 25, 2025 Council Meeting at 5:00 P.M.**



CITY of ESCONDIDO

FUTURE AGENDA

6/11/2025

PRESENTATION: CERTIFICATES OF RECOGNITION FOR OUTGOING BOARD AND COMMISSION MEMBERS

CONSENT CALENDAR - (J. GOULART) - AGREEMENT FOR RECREATION MANAGEMENT SOFTWARE - It is requested that the City Council adopt Resolution 2025-27 authorizing the Mayor to execute a Public Service Agreement ("PSA") for recreation management software used by the Community Services

CONSENT CALENDAR - (C. MCKINNEY) - SOUTH ESCONDIDO ACCESS IMPROVEMENTS PROJECT - STC AMENDMENT 1 - It is requested that the City Council approve the South Escondido Access Improvements Project - Amendment 1

CONSENT CALENDAR - (C. MCKINNEY) - APPROVAL OF FIRST AMENDMENT TO THE CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP, INC. - It is requested that the City Council approve the First Amendment to the Consulting Agreement with Interwest Consulting Group, Inc.

CONSENT CALENDAR - (A. MORROW) - NOTICE OF COMPLETION FOR THE TRUNK SEWER REPLACEMENT PROJECT - It is requested that the City Council adopt Resolution No. 2025-56, authorizing the Director of Utilities to file a Notice of Completion for the Trunk Sewer Replacement Project.

CONSENT CALENDAR - (R. BANKS) - FY 2024 URBAN AREA SECURITY INITIATIVE (UASI) GRANT - REQUEST THE CITY COUNCIL ADOPT RESOLUTION NO. 2025-61 AUTHORIZING THE ESCONDIDO POLICE DEPARTMENT TO ACCEPT FY 2024 URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDS IN THE AMOUNT OF \$281,393; AUTHORIZE THE POLICE CHIEF OR HIS DESIGNEE TO EXECUTE GRANT DOCUMENTS ON BEHALF OF THE CITY, AND APPROVE BUDGET ADJUSTMENTS NEEDED TO ACCEPT AND SPEND GRANT FUNDS

CONSENT CALENDAR - (R. BANKS) - FY 2024 HOMELAND SECURITY GRANT PROGRAM (HSGP) - REQUEST THE CITY COUNCIL APPROVE RESOLUTION #2025-60 TO AUTHORIZE THE ESCONDIDO POLICE DEPARTMENT TO ACCEPT FY 2024 STATE HOMELAND SECURITY GRANT FUNDS IN THE AMOUNT OF \$67,997; AUTHORIZE THE CHIEF OF POLICE OR HIS DESIGNEE TO EXECUTE GRANT DOCUMENTS ON BEHALF OF THE CITY, AND APPROVE BUDGET ADJUSTMENTS NEEDED TO ACCEPT AND SPEND GRANT FUNDS. THE COUNTY OF SAN DIEGO OFFICE OF EMERGENCY SERVICES HAS AUTHORIZED THE CITY OF ESCONDIDO TO SPEND ITS FUNDS ON EQUIPMENT TO SUPPORT REGIONAL PUBLIC SAFETY PROJECTS. THE FIRE DEPARTMENT WILL RECEIVE \$35,435 AND THE POLICE DEPARTMENT WILL RECEIVE \$32,562 FROM THIS AWARD

PUBLIC HEARING - (C. MCKINNEY) - ADOPT COMMUNITY DEVELOPMENT PRIORITIES FOR THE 2025-2029 CONSOLIDATED PLAN AND FISCAL YEAR 2025-2026 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") AND HOME INVESTMENT PARTNERSHIPS PROGRAM ("HOME")

CURRENT BUSINESS - (Z. BECK) - MEASURE I CITIZENS' OVERSIGHT COMMITTEE BYLAWS

CURRENT BUSINESS - (C. MCKINNEY) - AUTHORIZATION TO FILE A SMART GROWTH INCENTIVE PROGRAM GRANT APPLICATION - It is requested that the City Council approve authorization to file a Smart Growth Incentive Program Grant Application for Grant Funds and Acceptance of Terms of Grant

CURRENT BUSINESS - (C. MCKINNEY) - URBAN FORESTRY MANAGEMENT PLAN AND PROGRAM UPDATE

CURRENT BUSINESS - (C. MCKINNEY) - APPEAL OF 1004 N. ASH ST. PLANNING COMMISSION DECISION

CURRENT BUSINESS - (J. SCHOENECK) - ENTERING INTO A LEASE BETWEEN THE CITY OF ESCONDIDO AND THE VINE INSTITUTE, A NON-PROFIT AT 455 NORTH QUINCE STREET, ESCONDIDO, CA, 92025-2521 FOR THE CREATION AND OPERATION OF THE ESCONDIDO AGX REGIONAL INNOVATION HUB TO SUPPORT CURRENT AND FUTURE AGRICULTURE AND FOOD SYSTEMS IN THE CITY OF ESCONDIDO AND SOUTHERN CALIFORNIA - Request the City Council Adopt Resolution No. 2025-43 authorizing the Mayor to execute a lease between the City of Escondido and The Vine Institute, a non-profit benefit corporation at 455 N. Quince Street, Escondido, CA.

WORKSHOP - (C. HOLMES) - FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND FISCAL YEAR 2025/26 CAPITAL IMPROVEMENT PROGRAM BUDGET BRIEFING

KEY-

CONSENT CALENDAR CURRENT BUSINESS

PUBLIC HEARING WORKSHOP PROCLAMATION

Item 14.

6/18/2025

CONSENT CALENDAR - (C. MCKINNEY) - LANDSCAPE MAINTENANCE DISTRICT (LMD) - It is requested that the City Council approve the Preliminary Engineers Report for FY 25/26.

CONSENT CALENDAR - (A. MORROW) - CONTINUING REPAIR OF THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN - It is requested that the City Council adopt Resolution No. 2025-64 declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

CONSENT CALENDAR - (J. PERPETUA) - CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE OFFICER DANIEL J. ORR

PUBLIC HEARING - (C. HOLMES) - FISCAL YEAR 2025/26 OPERATING BUDGET ADOPTION

PUBLIC HEARING - (C. HOLMES) - FISCAL YEAR 2025/26 CAPITAL IMPROVEMENT PROGRAM BUDGET ADOPTION

PUBLIC HEARING - (C. MCKINNEY) - PL24-0001 - PLANNED DEVELOPMENT PERMIT, DESIGN REVIEW PERMIT, AND DENSITY BONUS REQUEST TO CONSTRUCT 35 DWELLING UNITS AT 339 SOUTH ESCONDIDO BOULEVARD - It is requested that the City Council approve a Planned Development Permit, Design Review Permit, and Density Bonus Request to construct 35 dwelling units at 339 South Escondido Boulevard.