



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 04, 2026

4:00 PM - Closed Session (City Attorney Conference Room)

5:00 PM - Regular Session

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR

Dane White

DEPUTY MAYOR

Joe Garcia (District 2)

COUNCILMEMBERS

Consuelo Martinez (District 1)

Christian Garcia (District 3)

Judy Fitzgerald (District 4)

CITY MANAGER

Sean McGlynn

CITY ATTORNEY

Michael McGuinness

CITY CLERK

Zack Beck

HOW TO WATCH

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

In Person



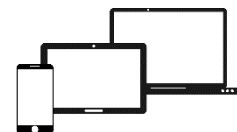
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 04, 2026

HOW TO PARTICIPATE

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

In Person



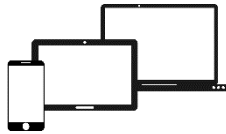
Fill out Speaker Slip and Submit to City Clerk

In Writing



escondido-ca.municodemeetings.com

Online



<https://publiccomment.escondido.gov/>

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, NOVEMBER 04, 2026

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION

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

- a. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido Police Officers' Association Sworn Personnel Bargaining Unit
- b. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido Police Management Association Bargaining Unit
- c. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido Fire Chiefs' Association Bargaining Unit

II. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code § 54956.9(d)(2))

- a. Matter arising out of Dixon Trail alleged water damage
- b. One matter

ADJOURNMENT



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 04, 2026

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

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

2. APPROVAL OF WARRANT REGISTER

Request the City Clerk approve the City Council and Housing Successor Agency warrants issued between September 28, 2026 to October 25, 2026.

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

3. APPROVAL OF MINUTES: Regular meetings of September 30, 2026 and October 7, 2026

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 04, 2026

5. REQUEST APPROVAL FOR CHANGE ORDER NO. FOUR TO THE PUBLIC IMPROVEMENT AGREEMENT WITH PALM ENGINEERING CONSTRUCTION COMPANY, INC. FOR THE MOUNTAIN VIEW PARK PICKLEBALL COURTS PROJECT

Request the City Council approve Resolution No. 2026-171 authorizing the Mayor to execute, on behalf of the City, change order number four to the Public Improvement Agreement with Palm Engineering Construction Company, Inc. for additional enhancements for the anticipated users of the courts that staff identified during construction including but not limited to increase in shade structure size, a sump drain, drain covers, installation of astro turf, curb installation and additional landscaping in the amount of \$99,628.45.

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

Presenter: Michael Tully, Project Manager

a) Resolution No. 2026-171

6. A CHANGE ORDER TO SB GENERAL ENGINEERING, INC. FOR THE CLEAN CALIFORNIA ESCONDIDO GATEWAY PROJECT

Request the City Council adopt Resolution No. 2026-175 authorizing a change order with SB General Engineering, Inc. in an amount not to exceed \$261,569.50 to add to the construction of the Clean California Escondido Gateway Project ("Project").

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

Presenter: Jason Christman, Interim City Engineer

a) Resolution No. 2026-175

7. AMENDMENT TO THE SEWER FLOW AGREEMENT FOR THE VALIANO PROJECT

Request the City Council adopt Resolution No. 2026-156, authorizing the Mayor to execute, on behalf of the City, an amendment to the Sewer Flow Agreement for the Valiano Project ("Project").

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

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

a) Resolution No. 2026-156



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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8. AN ASSIGNMENT, ASSUMPTION OF AND AMENDMENT TO RECIPROCAL PARKING AGREEMENT BY AND BETWEEN THE CITY OF ESCONDIDO ("CITY"), ESCONDIDO CHAMBER OF COMMERCE, AND PRECISION CLUB, LLC.

Request the City Council adopt Resolution No. 2026-159 authorizing the Mayor to execute, on behalf of the City, an Assignment, Assumption of and Amendment to Reciprocal Parking Agreement ("Assignment") by and between the City of Escondido, Escondido Chamber of Commerce, and Precision Club, LLC for real property more particularly described in Exhibit A and Exhibit B of the Assignment.

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

Presenter: Timer Paidá, Management Analyst – Real Property

a) Resolution No. 2026-159

9. A SECOND AMENDMENT TO GROUND LEASE WITH SAN DIEGO COUNTY CREDIT UNION FOR 150 EAST VALLEY PARKWAY, ESCONDIDO, CALIFORNIA AND A FIRST AMENDMENT TO LEASE AGREEMENT WITH THE ROBERTA CARVALHO NUCKOLS TRUST

Request the City Council adopt Resolution No. 2026-173 authorizing the Mayor to execute, on behalf of the City, a Second Amendment to Ground Lease ("Second Amendment") with San Diego County Credit Union (referred to herein as "SDCCU") for 150 East Valley Parkway, Escondido, California and a First Amendment to Lease Agreement with the Roberta Carvalho Nuckols Trust.

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

Presenter: Timer Paidá, Management Analyst – Real Property

a) Resolution No. 2026-173

10. APPROVE PURCHASE OF 120 POLICE DEPARTMENT LAPTOPS AND AUTHORIZE BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2026-179 authorizing the Information Systems Department to purchase 120 replacement laptops and required accessories for the Police Department and approve the budget adjustment needed to complete the purchase. The replacement aligns with the expected lifecycle of the existing hardware, and the new laptops meet the specifications required for officers to connect to the City's new Computer Aided Dispatch ("CAD") system.

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

Presenter: Robert Van De Hey, Chief Information Officer

a) Resolution No. 2026-179



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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11. FIRST AMENDMENT TO THE WORKDAY CONTINUOUS VALUE SERVICES (CVS) AGREEMENT WITH COLLABORATIVE SOLUTIONS, LLC

Request that the City Council adopt Resolution No. 2026-178 authorizing the Mayor, on behalf of the City, to execute a First Amendment to the Workday Continuous Value Services ("CVS") Agreement with Collaborative Solutions, LLC, a Cognizant company, increasing the available support hours and contract compensation through June 30, 2027.

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

Presenter: Robert Van De Hey, Chief Information Officer

a) Resolution No. 2026-178

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, ADDING A NEW ARTICLE 81 TO CHAPTER 33 OF THE ESCONDIDO MUNICIPAL CODE TO IMPLEMENT SENATE BILL 79 (2025), CODIFIED AT GOVERNMENT CODE SECTIONS 65912.155 THROUGH 65912.162, INCLUSIVE, BY ESTABLISHING A TRANSIT ORIENTED DEVELOPMENT OVERLAY ZONE, ADOPTING THE TRANSIT-ORIENTED DEVELOPMENT OVERLAY ZONE MAP AND RELATED PARCEL INVENTORIES, APPLYING THE OVERLAY ZONE TO PARCELS SUBJECT TO SENATE BILL 79, EXEMPTING CERTAIN PARCELS AS ALLOWED BY LAW, PHASING IMPLEMENTATION FOR CERTAIN PARCELS AS ALLOWED BY LAW, ESTABLISHING OBJECTIVE DEVELOPMENT STANDARDS FOR TRANSIT ORIENTED HOUSING DEVELOPMENTS, DETERMINING THAT ADOPTION OF THE ORDINANCE IS NOT A PROJECT FOR PURPOSES OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND AUTHORIZING STAFF TO SUBMIT THE ENACTED ORDINANCE TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY; DEVELOPMENT CASE NO.: PL26-0140

Approved on October 7, 2026 with a vote of 5/0.

a) Ordinance No. 2026-15 (Second Reading and Adoption)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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13. AN EXTENSION OF AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858, CONTINUING A MORATORIUM FOR TEN (10) MONTHS AND FIFTEEN (15) DAYS ON THE ESTABLISHMENT, EXPANSION, OR INTENSIFICATION OF DATA CENTERS AND OTHER SIMILAR HIGH-INTENSITY COMPUTING USES WITHIN THE CITY OF ESCONDIDO; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

Approved on October 7, 2026 with a vote of 5/0.

a) Ordinance No. 2026-19 (Second Reading and Adoption)

WORKSHOP

14. AMERICAN RESCUE PLAN ACT FINAL REPORT

Request the City Council receive and file the final report on the American Rescue Plan Act ("ARPA") funds.

Staff Recommendation: Receive and File (Finance Department: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

CURRENT BUSINESS

15. UNCLASSIFIED AND MANAGEMENT SALARY AND BENEFITS PLAN, PART-TIME BENEFIT AND SALARY PLANS, AND FULL-TIME COMPENSATION SCHEDULE

Request the City Council (1) adopt Resolution No. 2026-180 amending the Part-time Salary Plan and Part Time Classification and Benefits Plan; and (2) adopt Resolution No. 2026-181 amending the Salary and Benefits Plan for the Unclassified and Management Groups; (3) adopt Resolution No. 2026-182 amending the full-time compensation schedule for all employee groups.

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2026-180

b) Resolution No. 2026-181

c) Resolution No. 2026-182



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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16. AMENDMENTS TO THREE GROUND LEASES BETWEEN THE CITY OF ESCONDIDO AND NORTH COUNTY FAIR LP AND EWH ESCONDIDO ASSOCIATES LP FOR PARCELS 2, 5, 7, AND 8 AT THE NORTH COUNTY MALL

Request the City Council adopt Resolution No. 2026-184, authorizing the Mayor and/or Authorized Officers to execute three Ground Lease Amendments, all with North County Fair LP and EWH Escondido Associates LP.

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

Presenter: Christopher McKinney, Deputy City Manager

a) Resolution No. 2026-184

17. RESIDENTIAL AND COMMERCIAL SOLID WASTE AND RECYCLING RATE ADJUSTMENTS

Request the City Council adopt Resolution No. 2026-176, approving the annual residential and commercial solid waste and recycling rate adjustments pursuant to the terms of the City of Escondido's ("City's") adopted Solid Waste and Recycling Franchise Agreement with Escondido Disposal, Inc. ("EDI"). Upon approval by the City Council, the proposed rate adjustments will become effective January 1, 2027.

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

Presenter: Daniel Peterson, Director of Utilities

a) Resolution No. 2026-176

18. FISCAL YEAR 2026/2027 PUBLIC ART ANNUAL WORK PLAN

Request the City Council adopt Resolution No. 2026-172 approving and adopting Fiscal Year 2026/2027 Public Art Annual Work Plan as recommended by the Public Art Commission and necessary budget adjustments.

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

Presenters: Sandra Aguilar, Management Analyst, and Nathalie Martinez, Chair of the Public Art Commission

a) Resolution No. 2026-172



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 04, 2026

FUTURE AGENDA

19. 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, December 02, 2026	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>
Wednesday, December 09, 2026	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.

CEQA STATEMENT

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



Consent Item No. 1

November 4, 2026

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

November 04, 2026
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER

DEPARTMENT

Finance

RECOMMENDATION

Approval for City Council and Housing Successor Agency warrants issued between September 28, 2026 to October 25, 2026

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

Dates	09/28/2026 to 10/25/2026
Total	\$16,669,157.02
Number of Warrants	876

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

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

FLAG SALUTE

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

CALL TO ORDER

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

Absent: C. Garcia

ORAL COMMUNICATIONS

Nancy Howard – Requested the City not allow Senior Mobile Home Parks to be converted to an all-ages Mobile Home Park

Nayeli Corrales – Requested the City Council cancel the Escondido Police Firing range contract with Immigration and Customs Enforcement

Rita Murphy - – Requested the City not allow Senior Mobile Home Parks to be converted to an all-ages Mobile Home Park

Maura Healy – Requested the City not allow Senior Mobile Home Parks to be converted to an all-ages Mobile Home Park

Stewart Belachuck – Requested the City Council cancel the Escondido Police Firing range contract with Immigration and Customs Enforcement

Maria Wallace – Requested the City Council cancel the Escondido Police Firing range contract with Immigration and Customs Enforcement

Gregg Oliver – Requested the City Council cancel the Escondido Police Firing range contract with Immigration and Customs Enforcement



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Bruce Hauser – Requested the City Council cancel the Escondido Police Firing range contract with Immigration and Customs Enforcement

CONSENT CALENDAR

Motion: White; Second: Fitzgerald; Approved: 4-0 (C. Garcia – Absent)

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

2. APPROVAL OF WARRANT REGISTER

Request the City Council approve the Council and Housing Successor Agency warrants issued between September 7, 2026 to September 20, 2026.

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

3. APPROVAL OF MINUTES: Regular meeting of September 16, 2026

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. APPROVE CHANGE ORDER AND BUDGET ADJUSTMENT TO COMPLETE ADDITIONAL WORK FOR THE STORM DRAIN REHABILITATION PROJECT, PHASE IV

Request the City Council adopt Resolution No. 2026-158 authorizing (1) a change order with Sancon Technologies, Inc. in an amount of \$688,588 to add rehabilitation of a 48" storm drain pipeline to the Storm Drain Rehabilitation, Phase IV Project ("Project"); and (2) a budget adjustment request for the change order. (File Number 0910-20)

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

Presenter: Jason Christman, Interim City Engineer

a) Resolution No. 2026-158

6. APPROVE CONSULTING AGREEMENT WITH REILLY CONSTRUCTION MANAGEMENT, INC. FOR ON CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PRIVATE SEWER LIFT STATIONS

Request the City Council adopt Resolution No. 2026-153 authorizing the Mayor to execute, on behalf of the City, a three-year Consulting Agreement with Reilly Construction Management, Inc., for on call construction management and inspection services for private sewer lift stations. (File Number 0600-10; A-3621)

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Presenter: Leia Cabrera, Engineering Manager

a) Resolution No. 2026-153

7. 10-DAY REPORT REGARDING MEASURES TAKEN TO ALLEVIATE THE CONDITIONS WHICH LED TO ADOPTION OF INTERIM URGENCY ORDINANCE NO. 2026-18, ESTABLISHING A TEMPORARY MORATORIUM ON DATA CENTERS WITHIN THE CITY OF ESCONDIDO

Request the City Council receive and file a 10- day report regarding measures taken to alleviate the conditions which led to adoption of Interim Urgency Ordinance No. 2026-18. (File Number 0680-10)

Staff Recommendation: Receive and File (Development Services: Kevin Snyder, AICP, Director of Development Services)

Presenter: Garrett Smith, City Planner

Gregg Oliver – Requested the

8. HALE AVENUE RESOURCE RECOVERY FACILITY (HARRF) DIGESTER CLEANING PROJECT: BID AWARD AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2026-136 authorizing (1) the Mayor to execute a Public Improvement Agreement in the amount of \$2,171,250 with Synagro-WWT, Inc. for the Hale Avenue Resource Recovery Facility (“HARRF”) Digester Cleaning Project (“Project”); and (2) a Budget Adjustment in the amount of \$1,688,156.50. (File Number 0600-10; A-3622)

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

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

a) Resolution No. 2026-136

9. CONSULTING AGREEMENT WITH SAPPHOS ENVIRONMENTAL, INC. FOR HISTORIC STRUCTURE EVALUATIONS AND HISTORIC STRUCTURE ASSESSMENT REPORTS (HSARS)

Request the City Council adopt Resolution No. 2026-148 authorizing the Mayor, on behalf of the City, to execute a Consulting Agreement with Sapphos Environmental, for Historic structure evaluations and Historic Structure Assessment Reports in the amount of \$250,602. (File Number 0600-10; A-3623)

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

Presenter: Nicole Lindsay, Management Analyst II



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

a) Resolution No. 2026-148

10. FISCAL YEAR 2026-27 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2026-161 (1) authorizing the Escondido Police Department to accept a Fiscal Year 2026-27 California Office of Traffic Safety ("OTS") Selective Traffic Enforcement Program ("STEP") Grant in the amount of \$352,000; (2) authorizing the Chief of Police or their designee to execute grant documents on behalf of the City; and (3) approving budget adjustments needed to spend grant funds. (File Number 0480-70)

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

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2026-161

11. FISCAL YEAR 2026-27 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2026-162 (1) authorizing the Escondido Police Department to accept a Fiscal Year 2026-27 California Office of Traffic Safety ("OTS") Pedestrian and Bicycle Safety Program Grant in the amount of \$21,000; (2) authorizing the Chief of Police or their designee to execute grant documents on behalf of the City; and (3) approving budget adjustments needed to spend grant funds. (File Number 0480-70)

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

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2026-162

12. BUDGET ADJUSTMENT FOR FULL TIME POLICE OFFICER (DUI TRAFFIC OFFICER) AND FULL TIME POLICE PROJECTS SUPERVISOR POSITIONS

Request the City Council adopt Resolution No. 2026-164 authorizing (1) the Police Department to add two full-time positions: Police Officer (DUI Traffic Officer) and Police Projects Supervisor; and (2) a budget adjustment in the amount of \$288,062. (File Number 0430-80)

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

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2026-164



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

13. YEAR 2027 HOLIDAYS

Request the City Council adopt Resolution No. 2026-155 to designate the dates that City offices will be closed in the year 2027 for holiday observances. (File Number 0700-80)

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

Presenter: Daniel Alvarado, Human Resources Manager

a) Resolution No. 2026-155

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

14. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 11 OF THE ESCONDIDO MUNICIPAL CODE, TO ADOPT THE COUNTY OF SAN DIEGO BATTERY ENERGY STORAGE SYSTEM (BESS) GUIDELINES AS A LOCAL AMENDMENT TO THE CALIFORNIA FIRE CODE

Approved on July 29, 2026 with a vote of 5/0.

a) Ordinance No. 2026-09R (Second Reading and Adoption)

CURRENT BUSINESS

15. LETTER OF SUPPORT FOR THE VALLEY CENTER FIRE PROTECTION DISTRICT CAL FIRE FORESTRY GRANT APPLICATION AND REGIONAL WILDFIRE MITIGATION PROJECT

Request the City Council approve a Letter of Support for the Valley Center Fire Protection District's CAL FIRE Forestry Grant application and the proposed wildfire mitigation, fuel reduction, and evacuation improvements serving Valley Center and the greater Interstate 15 corridor; and authorize the City Clerk to transmit the Letter of Support to the Valley Center Fire Protection District and CAL FIRE. (File Number 0600-00)

Staff Recommendation: None (City Clerk: Zack Beck, City Clerk)

Presenter: Councilmember Judy Fitzgerald

Motion: Fitzgerald; Second: J. Garcia; Approved: 4-0 (C. Garcia – Absent)

FUTURE AGENDA



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

16. FUTURE AGENDA

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

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

White / Fitzgerald – Informational update on the Selective Traffic Enforcement Program (STEP)

C. Martinez / J. Garcia - Informational item to consider overlay ordinance for Senior Mobile Home Parks

C. Martinez / Fitzgerald – Update on the HSI Contact

UPCOMING MEETING SCHEDULE

Wednesday, October 07, 2026 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*
 Wednesday, November 04, 2026 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*

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

Becky Rapp – Informed the City Council that the Drug Enforcement Agency will classify compounds found in vapes as a schedule 1 drug.

Laura Hunter – Requested the City Council cancel the Escondido Police Firing range contract with Immigration and Customs Enforcement

Patricia Serrano - Requested the City Council cancel the Escondido Police Firing range contract with Immigration and Customs Enforcement

Stephen Wheeler – Requested the City Council cancel the Escondido Police Firing range contract with Immigration and Customs Enforcement



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Daniel Ingraham – Requested the City not allow Senior Mobile Home Parks to be converted to an all-ages Mobile Home Park

Janell Schilz - – Requested the City not allow Senior Mobile Home Parks to be converted to an all-ages Mobile Home Park

Theresa Gwynn – Requested the City not allow Senior Mobile Home Parks to be converted to an all-ages Mobile Home Park

Angela Spucces– Requested the City Council cancel the Escondido Police Firing range contract with Immigration and Customs Enforcement

Rafaela Cervantes – Requested the City Council cancel the Escondido Police Firing range contract with Immigration and Customs Enforcement

Adrian Escobedo– Requested the City Council cancel the Escondido Police Firing range contract with Immigration and Customs Enforcement

Patricia Borchmann – Requested the City Council cancel the Escondido Police Firing range contract with Immigration and Customs Enforcement

Richard Cannon – Requested the City Council cancel the Escondido Police Firing range contract with Immigration and Customs Enforcement

Yusef Miller – Requested the City Council cancel the Escondido Police Firing range contract with Immigration and Customs Enforcement

Sal Sarmiento – Requested the City Council cancel the Escondido Police Firing range contract with Immigration and Customs Enforcement

Victoria Nayak – Requested the City Council cancel the Escondido Police Firing range contract with Immigration and Customs Enforcement



CITY *of* ESCONDIDO

COUNCIL MEETING MINUTES

ADJOURNMENT

Mayor White adjourned the meeting at 6:00 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION

4:30 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

None

CLOSED SESSION

I. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Government Code § 54957.6)

- a. *Carlos White Eagle v. City of Escondido*
United States District Court Case No. 24-CV-1083-BJC-SBC
- b. *Francisco Javier Sosa v. City of Escondido, et al.*
San Diego Superior Court Case No. 25CU059891C

ADJOURNMENT

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

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

PROCLAMATIONS

Code Enforcement Officer Appreciation Week

Fire Prevention Awareness Week "Charge into Fire Safety: Safe Charging is a Superpower"

50th Anniversary - Water Treatment Plant

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

Ruth Weber – Requested that the City not build an Ice Rink complex at Kit Carson Park

John Weber – Requested that the City not build an Ice Rink complex at Kit Carson Park

Nayeli Corrales – Requested that the City not build an Ice Rink complex at Kit Carson Park

Mark Maxfield – Encouraged more collaborative dialogue within the community

Ana Marie Velasco – Requested that the City not build an Ice Rink complex at Kit Carson Park

CONSENT CALENDAR

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

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

2. **APPROVAL OF WARRANT REGISTER**

Request the City Council approve the City Council and Housing Successor Agency warrants issued between September 7, 2026 to September 20, 2026.

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

3. **APPROVAL OF MINUTES: None**

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

5. **CONSULTING AGREEMENT WITH DE NOVO PLANNING GROUP FOR ESCONDIDO 2040 "INFRASTRUCTURE LEADING LAND USE" PHASE I**

Request the City Council adopt Resolution No. 2026-165 authorizing the Mayor to execute, on behalf of the City, a Consulting Agreement with De Novo Planning Group, in an amount not to exceed \$2,249,825, for Escondido 2040 "Infrastructure Leading Land Use" Phase I, a two-year program to update two General Plan chapters, five Master Plans, the Downtown Specific Plan, and South Centre City Specific Plan, together with supporting technical studies, environmental review, community engagement, and implementation planning. (File Number 0600-10; A-3624)

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

Presenter: Sally Schifman, Principal Planner

a) Resolution No. 2026-165

6. **CONSULTING AGREEMENT WITH HR GREEN PACIFIC, INC. FOR ADDITIONAL TRAFFIC ENGINEERING SERVICES**

Request the City Council adopt Resolution No. 2026-170, authorizing the Mayor, on behalf of the City, to execute a Consulting Agreement with HR Green Pacific, Inc. for traffic signal synchronization on three corridors with an intersection design study, along with the Comprehensive Active Transportation life safety improvements previously approved around school zones for engineering services. The total amount of the signal synchronization added work is \$294,645 to be billed hourly over the course of one year. (File Number 0600-10; A-3625)

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

Presenter: Ali Shahzad, City Traffic Engineer

a) Resolution No. 2026-170



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

7. A SECOND AMENDMENT TO GROUND LEASE WITH SAN DIEGO COUNTY CREDIT UNION FOR 150 EAST VALLEY PARKWAY, ESCONDIDO, CALIFORNIA

Request the City Council adopt Resolution No. 2026-173 authorizing the Mayor to execute, on behalf of the City, a Second Amendment to Ground Lease ("Second Amendment") with San Diego County Credit Union (referred to herein as "SDCCU") for 150 East Valley Parkway, Escondido, California. (File Number 0600-10; A-1732-2)

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

Presenter: Timer Paidá, Management Analyst – Real Property

a) Resolution No. 2026-173

Item removed from the agenda by staff

8. BUILDING ADVISORY AND APPEALS BOARD VACANCY DECLARATION

Request the City Council declare a vacancy on the Building Advisory and Appeals Board by concluding the appointment of Commissioner Michael Delaney effective October 7, 2026. (File Number 0120-10)

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

Presenter: Zack Beck, City Clerk

PUBLIC HEARINGS

9. EXTENSION OF AN INTERIM URGENCY ORDINANCE PROHIBITING DATA CENTERS WITHIN THE CITY OF ESCONDIDO

Request the City Council adopt Ordinance No. 2026-19, approving an extension of an interim ordinance to prohibit the establishment, expansion, or intensification of Data Centers and other similar high-intensity computing uses within the City of Escondido. (File Number 0680-10)

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

Presenter: Garrett Smith, City Planner

a) Ordinance No. 2026-19 (First Reading and Introduction)

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

10. **PL26-0140: SENATE BILL 79 IMPLEMENTATION ORDINANCE**

Request the City Council adopt Ordinance No. 2026-15 approving a Zone Text Amendment ("Amendment") establishing Article 81 (Transit-Oriented Development Overlay Zone) in Chapter 33 (Zoning) of the Escondido Municipal Code, for the purpose of implementing Senate Bill ("SB") 79 as codified in Government Code sections 65912.155 through 65912.162, inclusive. The amendment includes adoption of the related TOD Overlay Zone Map and parcel inventories identifying sites subject to the statute, excluded sites, exempt sites that may become eligible through a development agreement, and sites subject to phased implementation. (File Number 0680-10)

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

Presenter: Joel Cvetko, Senior Planner

a) Ordinance No. 2026-15 (First Reading and Introduction)

Kathy Davis – Expressed opposition to this item

Miranda Irwin – Expressed opposition to this item

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

CURRENT BUSINESS

11. **APPOINTMENT OF CITY ATTORNEY AND AUTHORIZATION TO ENTER INTO EMPLOYMENT AGREEMENT**

Request the City Council adopt Resolution No. 2026-169: (1) appointing M. Dare DeLano as Interim City Attorney and (2) authorizing the Mayor to execute an employment agreement for the City Attorney. (File Number 0610-70; 0600-10; A-3626)

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua, Director of Human Resources; City Attorney's Office: Dare DeLano, Interim City Attorney)

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2026-169

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

12. **MEASURE B: THE SAN DIEGO COUNTY HEALTH & SAFETY ACT - 0.5% COUNTYWIDE TAX INITIATIVE**

Request the City Council use its discretion to either support, oppose, or take no action



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

regarding Measure B: A citizen-led, countywide half-cent sales tax on the November 2026 ballot. (File Number 0650-20)

Staff Recommendation: Provide Direction (City Manager's Office: Joanna Axelrod, Deputy City Manager)

Presenter: Matthew Anderson, Management Analyst

a) Resolution No. 2026-167

b) Resolution No. 2026-168

Gregg Oliver – Expressed concern that Measure B would place Escondido at the 9.25% Tax Cap

Motion to adopt Resolution No. 2026-168 in opposition to Measure B: Fitzgerald; Second: White; Approved: 4-0 (Martinez – Abstain)

FUTURE AGENDA

13. FUTURE AGENDA

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

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

Fitzgerald – Withdrew her second to place an item on the Future Agenda to place an update on the Escondido Police Department contract with Homeland Security Investigations (HSI).

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

Gregg Oliver – Requested that the City not build an Ice Rink complex at Kit Carson Park

Bonnie Sealey – Requested that the City not build an Ice Rink complex at Kit Carson Park



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Richard Cannon – Requested that the City not build an Ice Rink complex at Kit Carson Park

Marla Brewer – Requested that the City not build an Ice Rink complex at Kit Carson Park

Richard Garner – Requested that the City not build an Ice Rink complex at Kit Carson Park

Melissa Petri – Requested that the City not build an Ice Rink complex at Kit Carson Park

Tedi Jackson– Requested that the City protect rural Escondido neighborhoods by not approving the Aldea and Aldea South projects

Maria Wallace – Requested that the City not build an Ice Rink complex at Kit Carson Park

Don Jungham – Requested that the City not build an Ice Rink complex at Kit Carson Park

Amalia – Requested that the City not build an Ice Rink complex at Kit Carson Park

ADJOURNMENT

Mayor White adjourned the meeting at 7:00 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

November 4, 2026
File Number 0910-20

SUBJECT

REQUEST APPROVAL FOR CHANGE ORDER NO. FOUR TO THE PUBLIC IMPROVEMENT AGREEMENT WITH PALM ENGINEERING CONSTRUCTION COMPANY, INC. FOR THE MOUNTAIN VIEW PARK PICKLEBALL COURTS PROJECT

DEPARTMENT

Development Services, Engineering Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-171 authorizing the Mayor to execute, on behalf of the City, Change Order No. Four to the Public Improvement Agreement with Palm Engineering Construction Company, Inc. for additional enhancements for the anticipated users of the courts that staff identified during construction, including but not limited to, increase in shade structure size, a sump drain, drain covers, installation of astro turf, curb installation and additional landscaping in the amount of \$99,628.45.

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

Presenter: Michael Tully, Project Manager

ESSENTIAL SERVICE – Yes, Parks Facilities/Open Spaces

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

FISCAL ANALYSIS

The cost associated with Change Order No. Four to the Public Improvement Agreement with Palm Engineering Construction Company, Inc. will be paid from the Capital Improvement Program out of Park Development Fees Project Accounts and will have no impact on the General Fund. Funds paid under the proposed Change Order No. Four will be for improvements including an increase in shade structure size, a sump drain, drain covers, installation of astro turf, curb installation and additional landscaping for the Mountain View Pickleball Courts Project.

There is available funding in the Park Development Fees Project Accounts to cover the proposed Change Order No. Four. Change Order No. Four will bring the total cost paid to Palm Engineering Company, Inc. to \$1,358,495.29.



CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

Located near the eastern edge of the City of Escondido (“City”) within a residential neighborhood, Mountain View Park (“MVP”) was originally an avocado and orange grove before the City purchased the land in 1985 and converted it to a recreational park for City residents to enjoy. The Mountain View Park Site Master Plan Report, dated December 8, 1988, was adopted by the City and described the development of the park as a phased approach as monies are available. In the master plan, sports fields and courts were identified to be developed within the park footprint. To date, only a portion of the identified courts have been constructed leaving room for additional fields/courts.

On April 17, 2024, the City Council adopted Resolution No. 2024-23 awarding a consultant agreement to David Volz Design Landscape Architects, Inc. (“DVD”) to provide engineering design services for the Mountain View Park Pickleball Courts Project (“Project”).

On October, 15, 2025, the City Council adopted Resolution No. 2025-15 awarding a construction contract to Palm Engineering Construction Company, Inc. and authorizing the Mayor, on the behalf of the City, to execute said Public Improvement Agreement for construction of the Project

On May 13, 2026, the City Council authorized the Change Order No. One with Palm Engineering Construction Company, Inc. for the design and installation of a shade structure, picnic tables, and construction of a concrete pad in an amount not to exceed \$98,620.84.

On August 5, 2026, the City Council authorized the Change Order No. Two and Change Order No. Three with Palm Engineering Construction Company, Inc. for the final installation of a concrete patio area with retaining walls and sidewalks as gathering space and potential rental event space area in the amount of \$131,340.

BACKGROUND

MVP is approximately 11 acres in size and contains lighted little league fields, a soccer field, tennis courts, picnic tables, a tot lot/playground, restrooms, and an open turf area. The pickleball community within the City is a rapidly growing community with residents expressing the desire to have pickleball courts installed within parks around the City.

As a result of ongoing outreach with the pickleball and tennis communities, an agreement was developed between the tennis community and the pickleball community to turn the tennis courts at MVP into mixed use tennis/pickleball courts. Since that agreement was reached, the City has received feedback from both tennis and pickleball communities emphasizing the need for separate pickleball courts in order to accommodate both communities. This Project will provide eight pickleball courts within MVP and will provide additional landscape improvements along the frontage street of the park to help beautify the area.



CITY of ESCONDIDO

STAFF REPORT

At the 90% design phase of the Project, the cost estimate was expected to be very tight for the complete design package. A decision was made by City staff to cut the picnic rest area out of the Project. In addition, it was discovered during this time that the large oak tree City staff was hoping to preserve for shade was not going to be possible to preserve.

On September 17, 2025, eleven sealed bids were received in response to the request for bid for the Project. Palm Engineering Construction Company Inc. was awarded the construction contract after review by the City. The lowest responsible bid came in well below the anticipated cost provided by the design engineer. At this time, the Engineering Services team has approached the Contractor to add these items back into the Project that were initially left out of the bid. These items will enhance the overall experience at Mountain View Park for our pickleball community.

Staff recommends approval of Resolution No. 2026-171 authorizing the Mayor to execute, on behalf of the City, the proposed Change Order No. Four to increase the additional enhancements for the users for the shade structure size, add a sump drain and drain covers, installation of astro turf, curb installation and additional landscaping Public Improvement Agreement with Palm Engineering Construction Company, Inc. in the amount of \$99,628.45.

RESOLUTIONS

- a. Resolution No. 2026-171

RESOLUTION NO. 2026-171

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, APPROVING CHANGE ORDER
NO. FOUR TO THE PUBLIC IMPROVEMENT AGREEMENT
WITH PALM ENGINEERING CONSTRUCTION COMPANY,
INC. FOR THE CONSTRUCTION OF MOUNTAIN VIEW
PARK PICKLEBALL COURTS PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program (“CIP”) budget under the Park Development Funds for the Mountain View Park Pickleball Courts Project; and

WHEREAS, on October 15, 2025, the City Council adopted Resolution No. 2025-125 authorizing execution of a Public Improvement Agreement with Palm Engineering Construction Company, Inc. in the amount of \$983,906 for the construction of the Mountain View Park Pickleball Courts (“Project”); and

WHEREAS, on May 13, 2026, the City Council authorized Change Order No. One with Palm Engineering Construction Company, Inc. for the design and installation of a shade structure, picnic tables, and construction of a concrete pad in an amount not to exceed \$98,620.84; and

WHEREAS, on August 5, 2026, the City Council authorized Change Order No. Two and Change Order No. Three with Palm Engineering Construction Company, Inc. for the final installation of a concrete patio area with added retaining walls and sidewalks to enhance the gathering space provided and potential rental event space area in the amount of \$131,340; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to authorize Change Order No. Four to the Public Improvement Agreement with Palm Engineering Construction Company, Inc. to further enhance the court user experience by increasing the shade structure size, adding a sump drain and drain covers, installation of astro turf, additional curb installation and supplemental landscaping in an amount not to exceed \$99,628.45; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize the Mayor, on behalf of the City, to execute Change Order No. Four to the Public Improvement Agreement with Palm Engineering Construction Company, Inc. in a maximum about of \$99,628.45.

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, Change Order No. Four to the Public Improvement Agreement with Palm Engineering Construction Company, Inc. to further enhance the court user experience by increasing the shade structure size, adding a sump drain and drain covers, installation of astro turf, additional curb installation and supplemental landscaping in the amount of \$99,628.45.



STAFF REPORT

November 4, 2026
File Number 0910-20

SUBJECT

A CHANGE ORDER TO SB GENERAL ENGINEERING, INC. FOR THE CLEAN CALIFORNIA ESCONDIDO GATEWAY PROJECT

DEPARTMENT

Development Services, Engineering Services Division

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-175 authorizing a change order with SB General Engineering, Inc. in an amount not to exceed \$261,569.50 to add to the construction of the Clean California Escondido Gateway Project ("Project").

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

Presenter: Jason Christman, Interim City Engineer

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

COUNCIL PRIORITY – Be Business Friendly; Drive Community and Land Development

FISCAL ANALYSIS

There is a Cooperative Agreement between the City of Escondido and Caltrans to spend up to \$1,800,000 for construction of the Project and for the City of Escondido to be reimbursed by Caltrans after expenditures have been made. Since the awarded construction contract with SB General Engineering, Inc. was in the amount of \$740,450.20, there are sufficient funds remaining in the CIP account for this Project to accommodate this added work.

In anticipation of any unforeseen costs associated with this change order an additional contingency is being requested to be available with authorization for this amount to be completed by the City Manager in the amount of \$74,045.02.

The total dollar amount of the change order and the additional contingency amount being requested is \$335,614.52. This amount is available within the CIP account for this Project and is eligible to be reimbursed fully by Caltrans.



CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

A Cooperative Agreement and related budget adjustment for construction of an Escondido Monument Sign on CA-78 near Escondido Boulevard was approved by City Council on March 8, 2023 as Resolution No. 2023-24.

The City of Escondido Capital Improvement Program Budget was approved on June 18, 2025 as Resolution No. 2025-76.

The City Council authorized the Mayor to execute a construction contract with SB General Engineering, Inc. to complete Project improvements on December 3, 2025 as Resolution No. 2025-148.

BACKGROUND

In 2022, Caltrans District 11 representatives approached City staff regarding the Clean California State Beautification Program. Through this program, State funds can be used to beautify and improve areas of the State highway system with an emphasis on underserved communities. City staff worked with Caltrans to identify a key gateway location where Clean California funds could improve the aesthetics within the State right of way. Caltrans agreed to fund installation of an entry monument sign, stamped concrete median, and related safety/guardrail improvements. The Escondido Monument Sign was to be located within the CA-78 median just east of the Escondido Boulevard bridge. The stamped concrete will match the median improvements on other legs of the intersection, and will be constructed within the median on the west side of the CA-78/Broadway intersection.

Earlier this year construction to complete the Project Monument Sign began. During construction, additional excavation and concrete were required to complete the foundation of the sign, and both Caltrans and City representatives agreed additional median improvements are needed to further improve aesthetics in the area of the sign, and reduce required maintenance. Both agencies collaborated on a design to add an attractive rock blanket at the base of the sign, weed barriers at the base of newly constructed guard rail, and minor grading to improve drainage and reduce ponding of water within the Project area. These additions to the originally scoped Clean California Project are needed to construct the sign on a firm foundation, will improve area aesthetics at the CA-78's entrance into the City, and create a sense of arrival into this vibrant community.

RESOLUTIONS

- a. Resolution No. 2026-175

RESOLUTION NO. 2026-175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AUTHORIZING A CHANGE
ORDER TO THE CONSTRUCTION CONTRACT WITH SB
GENERAL ENGINEERING, INC. FOR THE CLEAN
CALIFORNIA ESCONDIDO GATEWAY PROJECT

WHEREAS, the City Council approved entering into a Cooperative Agreement with Caltrans to reimburse the City up to \$1,800,000 for construction of the improvements associated with the Clean California Escondido Gateway Project ("Project"); and

WHEREAS, the City Council authorized execution of a Public Improvement Agreement with SB General Engineering, Inc. in the amount of \$740,450.20 for construction of the Clean California Escondido Gateway Project; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize change order to the Public Improvement Agreement with SB General Engineering, Inc. for additional median improvements in the amount of \$261,569.50 for the Project; and

WHEREAS, in anticipation of any unforeseen costs associated with the proposed change order, it has been determined that an additional contingency in the amount of \$74,045.02 is also necessary for completion of the Project; and

WHEREAS, authorization for a future change order utilizing the \$74,045.02 contingency shall be delegated to the City Manager.

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 construction change order and authorizes the Mayor to execute, on behalf of the City, a change order to the Public Improvement Agreement with SB General Engineering, Inc. up to an amount of \$261,569.50.

3. That the City Manager is delegated the authority to approve additional change orders as needed for contingency purposes up to \$74,045.02.



STAFF REPORT

November 4, 2026
File Number 0600-10; A-3296-1

SUBJECT

AMENDMENT TO THE SEWER FLOW AGREEMENT FOR THE VALIANO PROJECT

DEPARTMENT

Utilities, Wastewater

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-156, authorizing the Mayor to execute, on behalf of the City, an amendment to the Sewer Flow Agreement for the Valiano Project ("Project").

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

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

ESSENTIAL SERVICE – Yes; Land Use/Development; Sewer

COUNCIL PRIORITY – Drive Community and Land Development

FISCAL ANALYSIS

The Project developer will be responsible for payment of applicable wastewater connection fees, capacity fees, plan review fees, inspection fees, and other applicable charges established by the City's current Utilities Rates and Fees Schedule, apart from what is described in the Sewer Flow Agreement.

PREVIOUS ACTION

On December 9, 2015, the City Council adopted Resolution No. 2015-209, approving the Memorandum of Understanding ("MOU") between the City of Escondido and Eden Hills Project Owner, LLC to establish the terms and conditions for providing wastewater service to the proposed Project.

On April 10, 2019, the City Council adopted Resolution No. 2019-60, authorizing the Mayor to execute, on behalf of the City, a Sewer Flow Agreement to accept wastewater flows from the Project once all required conditions were met.



CITY of ESCONDIDO

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BACKGROUND

The Project is located outside the City of Escondido's municipal boundaries but within the City's sphere of influence. The Project consisted of the subdivision of approximately 239 acres into 326 residential units but was later revised in 2024 to 243 single-family residential lots. On December 9, 2015, the City Council approved a MOU with Eden Hills Project Owner, LLC establishing the framework for providing wastewater service to the proposed development. Under the MOU, the developer is responsible for financing and constructing the public wastewater improvements needed to connect the Project to the City's wastewater collection system.

On April 10, 2019, the City Council approved a Sewer Flow Agreement ("Agreement") authorizing the City to accept wastewater flows from the 326-unit Project upon satisfaction of all applicable conditions and completion of the required public infrastructure improvements. The Agreement established the terms under which the City would provide wastewater collection and treatment services to the infrastructure obligations established in the MOU.

On December 6, 2024, the County of San Diego, as the agency responsible for reviewing and approving the housing development, approved the Project. The City of Escondido is not involved in the Project's land use or housing approvals; its role is limited to the proposed connection to and provision of service from the City's wastewater system. As the Project advanced into the final engineering design, additional geotechnical investigations identified extensive bedrock along the alignment necessary to redirect existing flows from Lift Station No. 12 to the new Project lift station. These conditions made the originally contemplated sewer alignment infeasible and substantially increased its complexity.

After evaluating alternatives, City staff and the developer determined that rehabilitating and modernizing the City's existing Lift Station No. 12, while continuing construction of the new Project lift station and the emergency wet weather storage facility, would preserve the intent of the original MOU and provide equal or greater long-term operational benefit to the City's wastewater collection system.

Rather than abandon Lift Station No. 12 as originally contemplated in the MOU, the developer will rehabilitate and modernize the existing facility. The proposed improvements include installation of new submersible pumps, rehabilitation and protective lining of the existing wet well, replacement of the standby emergency generator, relocation of the existing pressurized sewer force main from a private easement into the public right-of-way, and installation of new security fencing.

These improvements will improve system reliability and maintenance access, extend the useful life of the facility, and preserve the public benefit contemplated by the original MOU.

Accordingly, the proposed amendment to the Agreement only modifies the required public infrastructure improvements associated with Lift Station No. 12. The amendment does not alter the City's commitment



CITY *of* ESCONDIDO

STAFF REPORT

to provide wastewater service, the approved sewer flow allocation, the developer's obligation to construct the new Project lift station or the emergency wet weather storage facility, or the terms of the Agreement previously approved by the City Council.

RESOLUTIONS

- a. Resolution No. 2026-156
- b. Resolution No. 2026-156 – Exhibit "A" – Sewer Flow Agreement Amendment

ATTACHMENTS

- a. Attachment "1" - Sewer Flow Agreement
- b. Attachment "2" – Memorandum of Understanding

RESOLUTION NO. 2026-156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, AN AMENDMENT TO THE SEWER FLOW AGREEMENT FOR THE VALIANO PROJECT

WHEREAS, the Eden Hills Project Owner, LLC (“Property Owner”), owns a the Valiano residential development project (the “Valiano Project”) outside the City of Escondido’s (“City”) limits; and

WHEREAS, the Valiano Project is within the City’s sphere of influence; and

WHEREAS, the Valiano Project requires a method to treat wastewater generated by the project and the Property Owner has identified the City as its preferred service provider; and

WHEREAS, a Memorandum of Understanding between the City and the Property Owner established terms and conditions for providing wastewater service to the Valiano Project, and

WHEREAS, the Sewer Flow Agreement authorizes the City to accept wastewater flows from the Valiano Project after the Property Owner’s satisfies all applicable conditions and completes the required public infrastructure improvements; and

WHEREAS, geotechnical investigations identified extensive bedrock along the sewer alignment necessary to redirect existing flows from Lift Station No. 12 to the new Project lift station, thereby rendering this alignment infeasible; and

WHEREAS, City staff and the Property Owner determined that rehabilitating and modernizing the City’s existing Lift Station No. 12, while continuing construction of the new Project lift station and wet

weather storage facility, would provide equal or greater long-term operational benefit to the City's wastewater collection system; and

WHEREAS, the proposed amendment to the Sewer Flow Agreement revised the public infrastructure requirements associated with Lift Station No. 12 without changing the City's wastewater service commitment, the approved sewer flow allocation, or the Agreement's other terms.

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, an amendment to the Sewer Flow Agreement with the Property Owner. A copy of the Amendment is attached as Exhibit "A" to this Resolution and is incorporated by this reference.

FIRST AMENDMENT TO THE SEWER FLOW AGREEMENT FOR THE VALIANO DEVELOPMENT

This FIRST AMENDMENT to the SEWER FLOW AGREEMENT ("First Amendment") between the City of Escondido, a California municipal corporation ("City"), and The Eden Hills Project Owner, LLC, a Delaware limited liability company ("Developer"), regarding the Valiano Development is entered into as of the last date of signature below ("Effective Date"). The City and Developer may individually be referred to as a "Party" and collectively as the "Parties."

RECITALS

A. On May 15, 2019, the City Council approved, by Resolution No. 2019-60, authorizing the mayor to execute, on behalf of the City, a Sewer Flow Agreement ("Agreement") between the City and Developer concerning the provision of wastewater service and construction of wastewater infrastructure associated with the Valiano Development (the "Project"), which Agreement incorporated and changed certain requirements and obligations set forth in the Sewer Facilities Development Memorandum of Understanding between the City and Developer approved by the City Council on December 9, 2015 ("MOU"). While the Project is located in San Diego County, the majority of the Project site is located in the City's sphere of influence, and the Project site is not currently within any County of San Diego ("County") sanitation district.

B. The Agreement and the MOU established the respective responsibilities of the City and Developer for the construction, funding, dedication, operation, and maintenance of wastewater facilities necessary to serve the Project and provide improvements to the City's wastewater collection system, and the City's provision of wastewater service for the Project.

C. Among the wastewater improvements contemplated by the Agreement and MOU were construction of a new public Valiano lift station, improvements associated with City Lift Station No. 12 ("LS12"), wastewater force mains, and a wet weather storage facility. The wastewater facilities as described in the Agreement and MOU contemplated redirecting existing wastewater flows from LS12 to the new Valiano lift station and ultimately removing LS12 from service.

D. Following execution of the Agreement and during subsequent engineering and design of the wastewater facilities for the Project, subsurface rock conditions were identified along the proposed alignment necessary to redirect LS12 flows to the new Valiano lift station, substantially affecting the feasibility and constructability of the originally contemplated improvements.

E. The City and Developer have evaluated an alternative infrastructure configuration under which LS12 will remain in service and be rehabilitated and modernized by Developer as set forth in this First Amendment rather than abandoned. Under the revised configuration, Developer will continue to construct the new public Valiano lift station and the wet weather storage facility contemplated by the Agreement and the MOU and will construct additional improvements to LS12 and associated wastewater conveyance facilities as provided in this First Amendment.

F. The Parties desire to amend the Agreement and the MOU to incorporate the revised wastewater infrastructure improvements discussed herein while otherwise maintaining the original terms, conditions, responsibilities, and obligations of the Agreement and MOU.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated into this First Amendment by this reference.

2. Lift Station No. 12 Improvements. In lieu of abandoning LS12 as contemplated by the Agreement and MOU, Developer shall, at Developer's sole cost and expense, rehabilitate and modernize LS12 with the following improvements in accordance with plans and specifications reviewed and approved by the City:

- a. Installation of two (2) new submersible wastewater pumps within the existing wet well and removal of the existing suction lift pumping equipment;
- b. Rehabilitation and protective lining of the existing wet well, including cleaning and surface preparation, repair of deteriorated concrete, cracks, and other identified deficiencies, sealing of active infiltration, and application of City-approved corrosion-resistant protective lining system. All rehabilitation work shall be performed in accordance with plans and specifications reviewed and approved by the City, including appropriate inspection and testing of the completed improvements.
- c. Replacement of the existing standby emergency generator, including electrical, control, and other modifications necessary to integrate the replacement generator and new pumping equipment with the existing LS12 systems;
- d. Installation of new perimeter security fencing as approved by the City; and
- e. Such minor, ancillary improvements reasonably necessary to place the rehabilitated LS12 into reliable long-term mechanical operation, as shown on plans and specifications approved by the City.

Notwithstanding the foregoing, existing electrical and control equipment that have been upgraded by the City within seven years of the Effective Date of this First Amendment shall remain in place except where modifications are necessary to accommodate the improvements required by this First Amendment.

3. Country Club Drive Force Main. Developer shall construct a new approximately four-inch diameter wastewater force main associated with LS12 in a new alignment from the existing private easement into the public right-of-way along Country Club Drive, in accordance with plans and specifications approved by the City.

Upon successful completion, testing, acceptance, and placement into service of the new force main, the existing approximately six-inch diameter LS12 force main shall be abandoned in place. The existing force main shall be disconnected and capped at appropriate locations. Unless otherwise required by the City based upon final engineering conditions, abandonment shall not require slurry filling of the existing pipeline. At Developer's option, execution of the abandonment may be by Developer or by the City (and funded by the Developer).

Following abandonment of the existing force main and confirmation by the City that the associated private easements are no longer required for a public purpose, the City may process the appropriate

documents to quitclaim its interest in the abandoned force main easements, subject to all applicable City procedures and approvals.

4. New Valiano Lift Station and Wet Weather Storage Facility. Except as expressly modified by this First Amendment, Developer's obligations under the Agreement and MOU to design and construct the new public Valiano lift station and wet weather storage facility shall remain unchanged. Nothing in this First Amendment shall relieve Developer of its obligation to complete those facilities in accordance with the Agreement, the MOU and plans and specifications approved by the City.

5. Construction Sequencing.

Except as expressly modified by this First Amendment, the construction sequencing set forth in the Agreement and the MOU applicable to the improvements described herein shall remain unchanged. The Parties anticipate that construction will generally proceed in the following sequence:

- a. Construction and commissioning of the new Valiano public lift station;
- b. Construction of the new four-inch Country Club Drive force main, which may occur concurrently with construction of the new Valiano lift station where approved by the City; and
- c. Rehabilitation and modernization of LS12 as expressly required in this Agreement after the new Valiano lift station is capable of receiving wastewater flows associated with LS12.

The Parties acknowledge that the specific construction sequence may be refined as engineering and construction planning progresses. The final construction sequencing and any temporary bypass pumping or other measures necessary to maintain continuous wastewater service shall be subject to review and approval by the City.

6. Continuous Wastewater Service. Developer shall coordinate construction activities with the City to maintain continuous wastewater collection service during rehabilitation of LS12 as described in Section 2.b above. The means and methods for wet well rehabilitation, temporary pumping, bypass pumping, sequencing, and maintenance of wastewater service shall be identified in the construction documents and shall be subject to City review and approval before commencement of the applicable work.

7. No Additional Wastewater Capacity. This First Amendment modifies the wastewater infrastructure obligations associated with the Project and does not authorize or allocate additional wastewater treatment capacity to the Project beyond that previously authorized by the City. Nothing in this First Amendment shall modify the wastewater flow limitations or service conditions established by the Agreement previously approved by the City Council.

8. Developer Responsibility for Costs. Unless expressly provided otherwise in the Agreement, the MOU or this First Amendment, Developer shall be responsible for all costs associated with the design, permitting, construction, inspection, testing, commissioning, and completion of the improvements required by this First Amendment. No additional City funding obligation is created by this First Amendment.

9. City Acceptance of Improvements. All public wastewater improvements constructed pursuant to this First Amendment shall be designed and constructed in accordance with applicable City standards and plans and specifications approved by the City. Acceptance of any public wastewater improvement by the City shall occur only after satisfactory completion, inspection, testing, provision of required record drawings and documentation, and satisfaction of all other applicable City requirements.

10. Effect on Original Agreement. Except as expressly amended by this First Amendment, all other terms, conditions, covenants, responsibilities, and obligations of the Agreement not referenced herein shall remain unchanged and in full force and effect. In the event of a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall control.

11. Effect on MOU. Except as expressly amended by this First Amendment, all other terms, conditions, covenants, responsibilities, and obligations of the MOU not referenced herein shall remain unchanged and in full force and effect. In the event of a conflict between this First Amendment and the MOU, which was incorporated into the Agreement by reference, the terms of this First Amendment shall prevail.

12. Entire Amendment. This First Amendment constitutes the entire agreement of the Parties concerning the amendments to the MOU and the Agreement described herein and may only be modified by a subsequent written agreement executed by the Parties in accordance with applicable law.

13. Counterparts and Electronic Signatures. This First Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one agreement. Electronic signatures shall have the same force and effect as original signatures to the extent permitted by law.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives.

CITY OF ESCONDIDO,
a California municipal corporation

By: _____
Dane White, Mayor

Date: _____

APPROVED AS TO FORM:
Escondido City Attorney's Office
M. Dare Delano, Interim City Attorney

By: _____
Name: _____
Title: _____

Date: _____

[Signatures Continued on Next Page]

THE EDEN HILLS PROJECT OWNER, LLC,
a Delaware limited liability company

By: The Eden Hills Operator, LLC,
a Delaware limited liability company,
its Manager

By: Eden Hills Communities Manager, LLC,
a California limited liability company,
its Manager

By: KPMW Integral, LLC
a California limited liability company,
Its Managing Member

By: 

Name: James Broderick

Title: Authorized Representative

Date: October 22, 2026

**AUTHORIZING RESOLUTION OF THE MANAGER
OF
THE EDEN HILLS PROJECT OWNER, LLC,
a Delaware limited liability company**

The undersigned, being the manager (the “Manager”) of THE EDEN HILLS PROJECT OWNER, LLC, a Delaware limited liability company (the “Company”), in accordance with the authority contained in Section 18-302 of the Delaware limited liability company Act, hereby authorizes the adoption of the following resolutions and to the actions set forth herein as of January 1, 2026:

WHEREAS, KPMW Integral, LLC, is the managing member of Eden Hills Communities Manager, LLC, which in turn is the manager of Manager; and

WHEREAS, the Manager wishes to delegate authority to the authorized representative set forth herein to execute documents, instruments, entitlements, contracts, permits, agreements and any other documents (collectively, the “Documents”) on behalf of the Company as may be necessary in connection with the furtherance of the purposes of the Company so long as approved by counsel for the Company.

NOW, THEREFORE, BE IT RESOLVED, that James Broderick (an “Authorized Representative”), acting alone and subject to the approval by counsel, is hereby authorized and directed to take all actions, and to execute and deliver the Documents as may be necessary in connection with the Company’s day-to-day business activities;

RESOLVED FURTHER, that any actions previously taken by the Authorized Representative in accordance with the terms herein are hereby ratified and approved; and

RESOLVED FURTHER, that the Authorized Representative is hereby authorized and directed to take any and all such additional actions and undertakings as necessary to carry out the purposes of the foregoing;

RESOLVED FURTHER, that these resolutions adopted by the Manager may be delivered via facsimile or electronic mail transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any such delivery shall be valid and effective for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Authorizing Resolution of the Manager of THE EDEN HILLS PROJECT OWNER, LLC, effective as of the date first written above.

THE EDEN HILLS OPERATOR, LLC,
a Delaware limited liability company

By: Eden Hills Communities Manager, LLC,
a California limited liability company,
Its Manager

By: KPMW Integral, LLC,
a California limited liability company,
its Managing Member

By: Craig A. Manchester
Name: Craig A. Manchester
Title: Manager



Sewer Flow Agreement

Agreement for the Acceptance of Sewer Flow from
Valiano Project to the City of Escondido.

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AGREEMENT FOR THE ACCEPTANCE OF SEWER FLOW

RECITALS

WHEREAS, the City of Escondido ("City") owns and operates a sewage treatment disposal and reuse system; and

WHEREAS, The Eden Hills Project Owner, LLC (the "Property Owner") owns a residential development known as "Valiano Project" (the "Property" as defined hereinbelow) located within the City's sphere-of-influence as determined by the San Diego County Local Agency Formation Commission ("LAFCO").

WHEREAS, the City and Property Owner agree that in this particular case it is in the best interests of the current and future residents of the City to enter into an agreement for acceptance of sewage flows to provide more efficient and cost-effective service to customers within the jurisdictions of the County but not within an area where either the County or a special district provides wastewater/sewer service; and

WHEREAS, a portion of the Property lies near the City sewage collection system; and

WHEREAS, the Property Owner wishes to receive sewer service from the City in anticipation of future annexation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Property Owner agree that the terms and conditions of this Agreement created pursuant hereto are as follows:

Section 1 Definition of Terms

The following words in this Agreement shall have the significance attached to them in this Section unless otherwise apparent from their context.

- 1.1 Agreement. Agreement means this Agreement for the Acceptance of Sewer Flow from Valiano Project to the City of Escondido.
- 1.2 City. The City means the City of Escondido, a California general law City.
- 1.3 County. The County means the County of San Diego, a California charter county.
- 1.4 Director. Director means the City's Director of Utilities.
- 1.5 Effective Date. Effective Date means the date this Agreement is countersigned by the Mayor of the City.

- 1.6 Force Majeure Event. Force Majeure Event means a cause or causes beyond a Party's reasonable control including, but not limited to, acts of God, fires, floods, earthquakes, natural disasters, terrorism, strikes, blackouts, war, restraints of government, or other like causes any one of which makes performance hereunder commercially impracticable.
- 1.7 MOU. MOU means the Memorandum of Understanding entered into between the City and The Eden Hills Project Owner, LLC, on December 28, 2015 with certain requirements and obligations that are hereby incorporated fully into this Agreement unless otherwise expressly changed herein.
- 1.8 Party. City or Property Owner may be referred to individually as Party or collectively as Parties.
- 1.9 Property. Property means the real property currently identified as the Valiano Project and as more fully described in Exhibit "A", and as that real property may be subdivided from time to time.
- 1.10 Property Owner. Property Owner has the meaning ascribed to such term in the second recital and shall include its successors and assigns in the Property.
- 1.11 Sewer System. Sewer System means the sewer system serving the Property to be owned and maintained by the City in accordance with the policies and procedures of the City and as accepted by the Director in writing. This includes the wastewater improvements as provided in Section 5.

Section 2 Acceptance of Sewage

- 2.1 Public Services. This Agreement is for the provision of public services not being provided by County or any other sewer service provider in anticipation of a future annexation to the City. Property Owner agrees to deliver sewage to the City, and the City agrees to accept said sewage, subject to the terms and conditions contained in this Agreement.
- 2.2 Easements and Dedications. Property Owner shall provide and dedicate any and all necessary easements to the City to effectuate the City's ownership of the Sewer System as determined by the City.
- 2.3 Service Interruptions. The Parties acknowledge and agree that the sewer services anticipated by this Agreement may at times be precluded or reduced for reasons beyond the reasonable or immediate control of the City. The Parties agree that the City shall not be responsible or liable for any damage, harm, or economic loss suffered by Property homeowners due to any interruption, reduction or cessation in acceptance of sewage under this Agreement due to Force Majeure Events, or that are necessary as determined in the sole discretion of the Director because of maintenance or operational imperatives or needs.

- 2.4 LAFCO Approval. This Agreement is contingent on approval of the provision of service by the San Diego Local Agency Formation Commission (LAFCO) such that if LAFCO does not approve this Agreement, it shall be null and void, with the exception of the reimbursement required under Section 3.4.
- 2.5 CC&Rs. Property Owner shall ensure that any obligations under this Agreement are included as obligations for the Property Owner or any subsequent owner. Property Owner shall ensure that any necessary documents to obligate any subsequent property owner to perform any obligations under this Agreement are recorded on the Property, which includes but is not limited to, CC&Rs as part of the establishment of a homeowner's association. Any amendment of the CC&Rs relating to this Agreement shall be subject to approval by the City.

Section 3 Charges and Fees

- 3.1 Capacity charges. Property Owner shall pay City capacity charges of \$7,500 per dwelling unit. City shall reserve sufficient capacity to accept 215 GPM of effluent flow from the Property.
- 3.2 Recurring charges. Upon commencement of sewer service, Property Owner, and upon sale to individual homeowners, individual homeowners, shall pay the City all sewer charges based on the most current resolution establishing user fees for the City of Escondido at the time the charge is due per applicable City of Escondido policy. The Property will receive water service from the Rincon del Diablo Municipal Water District ("Rincon"). Meter readings will be provided to the City by Rincon for water meters serving the Property. The readings for the Property will be provided via the same mechanism that all other meter readings are provided to the City, which is bi-monthly. The City will apply its applicable sewer rates to the water use at the Property as described in the Utility Rates and Fees schedule in effect at the time of billing.
- 3.3 Payments. All recurring charges shall be payable in the same manner and due upon the same terms and conditions as other comparable ratepayers.
- 3.4 Reimbursement. The Property Owner shall reimburse the City \$25,000 expended in reviewing the various terms and conditions of the MOU and this Agreement within thirty (30) days of this Agreement. The reimbursement for the City's costs of overseeing and inspecting the construction work under the MOU shall continue as provided in the MOU.

Section 4 Maintenance

- 4.1 Generally. The Property Owner shall be responsible for maintaining private laterals and other private improvements serving the Sewer System in a state of repair that will prevent excessive infiltration and inflow from entering downstream sewers as determined by the City in its sole discretion.

Section 5 Wastewater Improvements

- 5.1 Generally. The Property Owner has agreed, by MOU with the City, to provide certain improvements and ensure certain obligations are recorded in the CC&Rs and are passed on to the Homeowner's Association for maintenance and responsibility. The MOU is hereby incorporated as if fully set forth herein, and the improvements and obligations shall be conditions precedent to the City's obligations under this Agreement.
- 5.2 Replacement and Relocated Facilities. The Property Owner has agreed to replace and relocate the City's Sewer Pump Station No. 12 and construct a new sewer pump station, gravity main, and force main in accordance with City design standards at the time of installation and warranty the improvement for a period of at least one year. These improvements shall be the subject of a public improvement agreement, in a form approved by the City, and security shall be provided in accordance with regular City procedures. Upon completion, the new pump station, gravity main, and force main must be dedicated to the City.
- 5.3 Wet Weather Storage Wastewater Flows. The Property Owner has agreed to provide the City with a wet weather storage facility site within the Valiano Project site for the temporary storage of Title 22 recycled water during peak wet weather storm events. The Valiano Project has agreed to dedicate up to 2 acres for a capacity of 5,500,000 gallons for a wet weather storage facility, and the location of the proposed wet weather storage facility is generally depicted as Lot Q on Exhibit "B" hereto.
- 5.4 Recycled Water. The Property Owner will plan, design and construct a recycled water distribution system in accordance with the requirements of the City and Rincon. Through the use of open space, the Valiano Project will provide approximately 36 acres of permanent recycled water irrigation and 31 acres of continuing agricultural irrigation, which is planned to provide an opportunity for treated effluent disposal of wastewater on an average annual basis, and is programmed to reduce impacts on the City's wastewater system occurring from land and ocean outfall on an average annual basis. Peak irrigation demands will be supplemented by the Plant and any system-wide storage available or dedicated to reclaimed water.

Section 6 Discharge Standards

- 6.1 Generally. All transferred sewage flows from the Valiano Project shall comply with the City's established standards and limitations, as may be changed from time to time, for the quality of the sewer flows. In addition, all transferred sewage flows shall meet applicable federal, state, and local discharge requirements, which shall include all applicable industrial waste discharge limitations.
- 6.2 Rights of Inspection. Property Owner agrees upon reasonable notice to provide the City the right to enter the Property Owner facilities for the purposes of providing

sewer services under this Agreement, and of monitoring, sampling, analyzing or observing the sewer systems operation, as may be required to ensure compliance with this Agreement or by the RWQCB or by any state or local health departments.

Section 7 Term

- 7.1 Term. This Agreement shall begin upon the Effective Date and shall continue for thirty (30) years. The Agreement shall be renewed automatically for five year terms unless otherwise terminated or agreed to by the Parties. Notwithstanding any other provision of this Agreement, this Agreement shall terminate upon the annexation of the Valiano Project into the City.
- 7.2 Termination. If the City determines that (a) there is no longer sufficient capacity for the Valiano Project and (b) that the City's best interests require the discontinuance of service, then this Agreement may be terminated after both Parties agree to an adequate alternative for delivery of sewer flows with no significant increase in cost to landowners within the Property. The Property Owner, and any subsequent owners, shall be responsible for any decommissioning costs, which cost shall not be used in the calculation of a significant increase in cost in the preceding sentence. "Decommissioning costs" shall mean the direct costs of abandoning in place unneeded sewer lines from the new point of diversion to a substitute wastewater treatment provider to the City of Escondido's municipal boundary.
- 7.3 Termination for Default. This Agreement may be terminated after notice of default and an opportunity to cure for a material breach of this Agreement by either Party, including, but not limited to, failure to make a payment, illicit or illegal discharges, or other failures to perform the terms of this Agreement. The Party alleging the default shall provide written notice of the alleged default setting forth with reasonable particularity the nature of the default and the steps necessary to cure the default. The Party alleged to be in default shall cure the default within 30 days of receipt of the notice of default, unless such default is not capable of being cured within 30 days, in which case that Party shall commence to cure within the 30 day cure period and shall continue to diligently prosecute the cure until complete. If the Party alleged to be in default does not cure or commence cure and diligently pursue such cure within the times provided herein, the Party alleging default may exercise any legal remedies available to it; however, termination of this Agreement shall only be effective after (i) the Parties agree to termination or (ii) a court of competent jurisdiction has determined the defaulting Party is in material breach of this Agreement.

Section 8 Annexation

- 8.1 Irrevocable offer to annex. The Property Owner shall provide the City with an irrevocable offer to annex into the City, which may be accepted at the City's election, and shall be recorded on the Property substantially in the form attached hereto as

Exhibit "C".

- 8.2 Improvements. The irrevocable offer to annex shall provide that the Property Owner consents to the transfer of any then-existing community facilities district to be transferred to jurisdiction of the City at the City's election, subject to requirements under state law. If the Property Owner or a successor developer still has an interest in the Project at the time of annexation, the Property Owner, or the successor developer with such an interest shall use commercially reasonable efforts to assist the City to cause the transfer of such then-existing community facilities district to be transferred to the jurisdiction of the City at the City's election.
- 8.3 Merger, Consolidation or Establishment of a District. Property Owner hereby consents, for purposes of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, California Government Code §§ 56000 et. seq., to any petition or order for the merger of Rincon with the City of Escondido or any petition or order for the establishment of Rincon as a subsidiary district of the City.
- 8.4 CC&Rs. The Property Owner shall ensure that these annexation obligations are disclosed and acknowledged in the CC&Rs.
- 8.5 Deposit of Anticipated Costs. At the same time as the reimbursement payment required by Section 3.4 is made, Property Owner shall deliver a payment of \$9,150 to defray any future annexation costs should the City proceed with annexation proceeds. Such deposit shall be deemed irrevocable when made and may be retained by the City for that purpose notwithstanding any other provision of law.

Section 9 Indemnification

The City shall have no liability to Property Owner or any other person for, and Property Owner shall indemnify, defend, and hold harmless the City from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which the City may suffer or incur or to which the City may become subject by as a result of or allegedly caused by Property Owner' activities, obligations, or otherwise occurring because of this Agreement. If any action or proceeding is brought against the City by reason of any of the matters against which Property Owner has agreed to indemnify the City as provided above, Property Owner, upon notice from the City, shall defend the City at Property Owner's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. The City need not have first paid for any of the matters to which the City is entitled to defense and indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Section 10 Attorney's Fees, Costs and Expenses

In the event legal action is brought to enforce the terms of this Agreement, the unsuccessful Party shall pay all of the successful Party's costs of such action, together with reasonable attorney's fees, in an amount to be fixed by the court.

Section 11 Assignment

Prior to receipt by City of the payments required in Section 3.4 and Section 8.4, Property Owner shall not assign, transfer or convey its rights and/or obligations under this Agreement or the MOU without the prior written consent of City, which consent City may withhold in its sole and absolute discretion. Any attempted assignment without the prior written consent of City shall be void, and Property Owner shall be deemed in default hereunder. After receipt by City of the payments required in Section 3.4 and Section 8.4, Property Owner may assign, transfer, convey or hypothecate this Agreement or the MOU without the consent of the City to (i) any subsequent owner of the Property or any portion thereof, (ii) to a homeowner's association for the Property, (iii) or for the benefit of any mortgagee of the Property, and upon such assignment, assigning Property Owner shall be released of all obligations under this Agreement and assuming Property Owner shall be deemed to assume all obligations of Property Owner hereunder. Notwithstanding any other provision of this Agreement, upon the first conveyance of a recorded lot to a homebuyer, the homeowner of such lot shall not be deemed a Property Owner hereunder for any purpose, except the obligation to pay Recurring Charges pursuant to Section 3.2.

Section 12 Miscellaneous

- 12.1 Applicable Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the North County Division of the San Diego County Superior Court or federal courts located in San Diego County, California.
- 12.2 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- 12.3 Captions. Any captions to, or headings of, the sections, subsections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- 12.4 No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties thereto, to any person or entity other than the Parties hereto.
- 12.5 Amendment. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.
- 12.6 Waiver. The waiver or failure to enforce any provision of this Agreement shall not

operate as a waiver of any future breach of any such provision or any other provision hereof.

- 12.7 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Property Owner and City as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Party to be bound thereby.
- 12.8 Partial Invalidity. If any portion of this Agreement as applied to either Party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way effect the validity or enforceability of the remaining portions of this Agreement.
- 12.9 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 12.10 Preparation of Agreement. The Parties acknowledge that they each have been represented by counsel, that the provisions and language of this Agreement have been negotiated, and agree that no provision of this Agreement shall be construed against either Party by reason of such Party having drafted such provision

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

THE EDEN HILLS PROJECT OWNER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,

BY: 

NAME:

Lance Waite

TITLE:

Authorized Representative

CITY OF ESCONDIDO

Date:

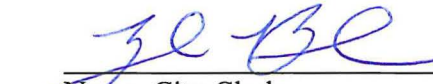
August 22, 2019



Paul McNamara, Mayor

Date:

August 22, 2019


Name, City Clerk
Zack Beck

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

MICHAEL R. MCGUINNESS, City Attorney



EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

APN: 232-013-01:

LOT 5 OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM 1/16 OF ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS CONTAINED IN SAID LAND AS PROVIDED IN STATE PATENT NO. 18244 ISSUED TO THOMAS M. KEMP AND RECORDED OCTOBER 22, 1930, IN BOOK 15, PAGE 232 OF PATENTS IN THE COUNTY RECORDER'S OFFICE, SAN DIEGO COUNTY.

APN 232-013-02:

PARCEL 1 OF PARCEL MAP 3795, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON MAY 15, 1975.

232-013-03-00 and 232-020-55-00:

PARCELS 2 AND 3 OF PARCEL MAP 3795, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, ON MAY 15, 1975.

232-492-01-00

THE SOUTHERLY HALF OF LOT 1, SECTION 19, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE SOUTHERLY 330.00 FEET THEREOF.

232-500-18-00 and 232-500-21-00:

THE WESTERLY 466.7 FEET OF THE SOUTHERLY 466.7 FEET OF THE NORTHERLY 486.7 FEET OF THE SOUTH ONE HALF OF LOT 3 OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SAID PROPERTY BEING DESCRIBED AS PARCEL "B" IN A CERTIFICATE OF COMPLIANCE RECORDED ON DECEMBER 7, 1978 AS INSTRUMENT NO. 78-527514 OF OFFICIAL RECORDS.

EXHIBIT A

232-500-19-00 and 232-500-22-00:

PARCEL B OF CERTIFICATE OF COMPLIANCE RECORDED JANUARY 12, 2011 AS FILE NO. 2011-0022646, OFFICIAL RECORDS, BEING A PORTION PARCELS "A" AND "D" OF CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 7, 1978 AS INSTRUMENT NO. 78-527514 OF OFFICIAL RECORDS, BEING PORTIONS OF LOT 3 OF SECTION 19 AND LOT 2 OF SECTION 30, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHERLY 466.7 FEET OF THE NORTHERLY 486.7 FEET OF THE SOUTH ONE HALF OF SAID LOT 3; THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHERLY 466.7 FEET NORTH 89°46'21" WEST 540.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LINE, SOUTH 22°13'41" WEST 95.41 FEET; THENCE SOUTH 15°42'34" EAST 342.31 FEET; THENCE SOUTH 32°53'45" EAST 318.33 FEET; THENCE SOUTH 07°33'50" EAST 152.65 FEET; THENCE SOUTH 17°46'32" EAST 133.04 FEET; THENCE SOUTH 00°30'53" EAST 248.94 FEET; THENCE SOUTH 88°21'23" WEST 98.89 FEET; THENCE NORTH 77°21'46" WEST 225.00 FEET; THENCE NORTH 00°12'32" EAST 43.65 FEET; THENCE NORTH 89°47'28" WEST 774.97 FEET TO THE WEST LINE OF SAID LOT 3; THENCE ALONG SAID WEST LINE NORTH 00°25'06" EAST 655.74 FEET TO THE SOUTH LINE OF PARCEL "B" AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 7, 1978 AS INSTRUMENT NO. 78-527514 OF OFFICIAL RECORDS; THENCE ALONG SAID PARCEL "B" SOUTH 89°46'17" EAST 466.71 FEET; THENCE NORTH 00°25'06" EAST 466.66 FEET TO THE NORTH LINE OF THE SOUTHERLY 466.7 FEET OF THE NORTHERLY 486.7 FEET OF THE SOUTH ONE HALF OF SAID LOT 3; THENCE ALONG SAID LINE NORTH 89°46'41" WEST 325.87 FEET TO THE TRUE POINT OF BEGINNING.

232-500-20-00, 232-500-23-00 and 232-500-24-00:

PARCEL A OF CERTIFICATE OF COMPLIANCE RECORDED JANUARY 12, 2011 AS FILE NO. 2011-0022646, OFFICIAL RECORDS, BEING A PORTION PARCELS "A" AND "D" OF CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 7, 1978 AS INSTRUMENT NO. 78-527514 OF OFFICIAL RECORDS, BEING PORTIONS OF LOT 3 OF SECTION 19 AND LOT 2 OF SECTION 30, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHERLY 466.7 FEET OF THE NORTHERLY 486.7 FEET OF THE SOUTH ONE HALF OF SAID LOT 3; THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHERLY 466.7 FEET OF THE NORTHERLY 486.7 FEET OF THE SOUTH ONE HALF OF SAID LOT 3, NORTH 89°46'21" WEST 540.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LINE, SOUTH 22°13'41" WEST 95.41 FEET; THENCE SOUTH 15°42'34" EAST 342.31 FEET; THENCE SOUTH 32°53'45" EAST 318.33 FEET; THENCE SOUTH 07°33'50" EAST 152.65 FEET; THENCE SOUTH 17°46'32" EAST 133.04 FEET; THENCE SOUTH 00°30'53" EAST 248.94 FEET;

EXHIBIT A

THENCE SOUTH 88°21'23" WEST 98.89 FEET; THENCE NORTH 77°21'46" WEST 225.00 FEET; THENCE NORTH 00°12'32" EAST 43.65 FEET; THENCE NORTH 89°47'28" WEST 774.97 FEET TO THE WEST LINE OF SAID LOT 3; THENCE ALONG SAID WEST LINE SOUTH 00°25'06" WEST 170.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE WEST LINE OF SAID LOT 2, SOUTH 00°38'35" WEST 355.35 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY 308.00 FEET OF THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF SAID LOT 2; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°45'07" EAST 1249.06 FEET; THENCE NORTH 00°28'55" EAST 31.23 FEET; THENCE SOUTH 89°46'15" EAST 75.00 FEET TO THE EASTERLY LINE OF SAID LOT 2; THENCE ALONG SAID EASTERLY LINE NORTH 00°30'06" EAST 325.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE EASTERLY LINE OF SAID LOT 3 NORTH 00°51'33" EAST 1292.03 FEET TO THE NORTHEAST CORNER OF THE SOUTHERLY 466.7 FEET OF THE NORTHERLY 486.7 FEET OF THE SOUTH ONE-HALF OF LOT 3; THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHERLY 466.7 FEET OF THE NORTHERLY 486.7 FEET OF THE SOUTH ONE-HALF OF LOT 3, NORTH 89°46'21" WEST 540.53 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A

-3-

EXHIBIT B

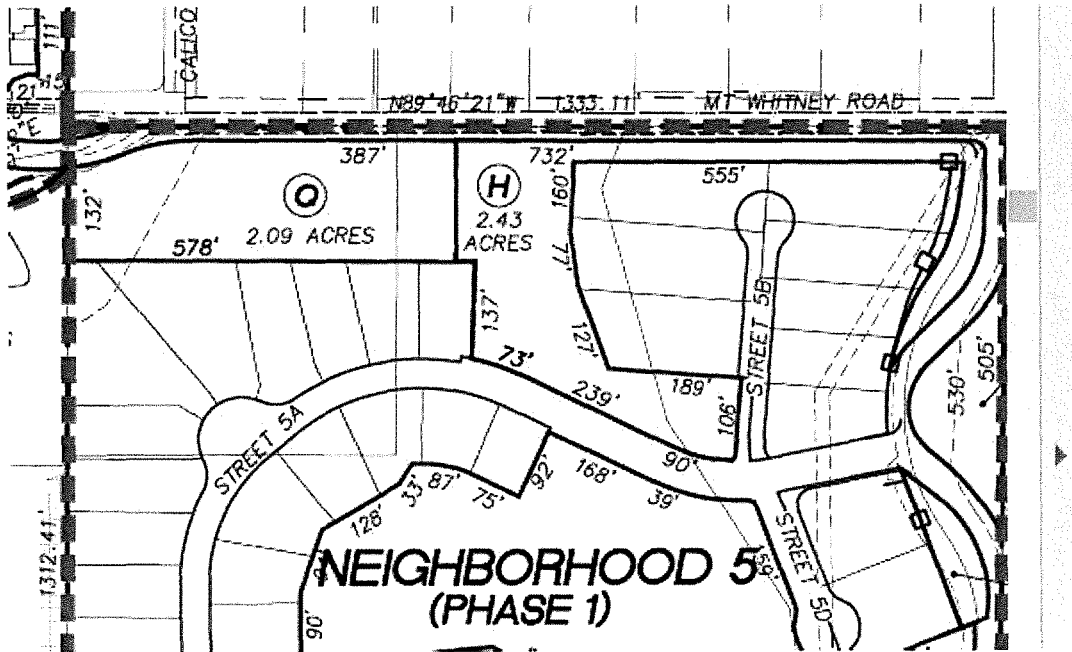


EXHIBIT B

EXHIBIT C

(attached)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Attn: _____

(Space Above For Recorder's Use)

This Irrevocable Offer of Annexation is recorded at the request and for the benefit of the City of Escondido and is exempt from the payment of a recording fees pursuant to Government Code Section 27383.

IRREVOCABLE OFFER OF ANNEXATION

(VALIANO PROJECT)

THIS IRREVOCABLE OFFER OF ANNEXATION (the "IOA") is made this _____ day of _____, 2019, by THE EDEN HILLS PROJECT OWNER, LLC, a Delaware limited liability company, (the "Property Owner") in favor of the CITY OF ESCONDIDO, a California general law city ("City").

R E C I T A L S

A. Property Owner is the legal owner of a fee interest in certain real property located in the City of Escondido, County of San Diego, State of California, as more particularly described in Exhibit A attached hereto (the "Valiano Project").

B. Property Owner and City have previously entered into that certain Agreement for the Acceptance of Sewer Flow from Valiano Project to the City of Escondido, dated ___, 2019 which provides, among other things, for the provision of waste water service to the Valiano Project.

C. Subject to certain terms and conditions set forth herein, Property Owner desires to provide this IOA to consent to the annexation of the Valiano Project into the City of Escondido.

A G R E E M E N T

NOW, THEREFORE, Property Owner and City agree as follows:

1. Irrevocable Offer to Annex. Property Owner hereby makes an irrevocable offer of annexation to City and Property Owner agrees to waive any right of protest in the annexation of the property to the City provided for under the annexation laws of the State of California. This waiver shall be binding upon the Property Owner, and the Property Owner's successor-in-interest,

EXHIBIT C

-2-

and assigns in the Valiano Project as depicted in Exhibit "A" and any portion thereof later subdivided.

2. No Right to Annexation. This IOA creates no right to annexation and shall not be construed to allow Property Owner, or successor-in-interest or assign, to cause the City to annex the Valiano Project into the City of Escondido. For purposes of clarity, the Parties acknowledge and agree that the City shall retain its full and complete discretion to determine if and when the Valiano Project is to be annexed into the City of Escondido.

3. Resolution of Annexation. At such time as the City determines that annexation of the Valiano Project is appropriate, City may, at its discretion, adopt a Resolution of Annexation to annex the Valiano Project, without further consent of Property Owner.

4. Duration, Acceptance. This IOA shall be binding upon the owner and the heirs, assigns or successors in interest to the Property and shall not expire except as provided herein. Notwithstanding any other provision of this Agreement, this IOA shall automatically terminate and be of no further force and effect upon annexation of the Valiano Project into the City of Escondido or the completion of annexation into another city.

5. Remedies. The City may pursue all equitable remedies to enforce the terms, conditions and restrictions of the IOA. In the event of a breach, any forbearance on the part of any such party to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

6. Successors and Assigns. The terms, covenants, conditions, exceptions, obligations and reservations contained in this IOA shall be binding upon and inure to the benefit of the successors and assigns of both the Property Owner and the City, whether voluntary or involuntary.

7. Severability. If any provision of this IOA is held to be invalid, or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

Executed this _____ day of _____, 20__.

"Property Owner"

THE EDEN HILLS PROJECT OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

"City"

CITY OF ESCONDIDO,
_____ city

By: _____
Name: _____
Title: _____

Attest:

APPROVED AS TO FORM

Office of the City Attorney
Michael R. McGuinness, City Attorney

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, _____,
(insert name and title of the officer)

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)

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, _____,
(insert name and title of the officer)

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)

EXHIBIT C

-5-

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, _____,
(insert name and title of the officer)

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.

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the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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)

EXHIBIT C

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, _____,
(insert name and title of the officer)

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)

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, _____,
(insert name and title of the officer)

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)

A 3173

SEWER FACILITIES DEVELOPMENT MEMORANDUM OF UNDERSTANDING

THIS SEWER FACILITIES DEVELOPMENT MEMORANDUM OF UNDERSTANDING ("MOU") is made as of this 28 day of December, 2015 between THE EDEN HILLS PROJECT OWNER, LLC, a Delaware limited liability company, (hereinafter referred to as "Developer") and the CITY OF ESCONDIDO, a California municipality (hereinafter referred to as "Escondido" or "the City."). Developer and the City may also at times be individually referred to as a "Party" and collectively as "Parties."

RECITALS

A. Developer is the developer of the Valiano residential project, located in the County of San Diego, consisting of 238 acres and 326 residential units, and any secondary dwelling units, if any, and park related facilities (the "Project"), generally depicted on Exhibit "1" attached hereto. While the Project is located in San Diego County, the majority of the Project site is located in the City's sphere of influence, and the Project site is not currently within any County of San Diego ("County") sanitation district.

B. The application associated with the Project, which includes a General Plan Amendment and enactment of a Specific Plan (the "Project Entitlements"), is currently undergoing review with the County. The Draft Environmental Impact Report ("DEIR") associated with the Project has been circulated and the public review period has concluded. The DEIR considers various sewer service options including the improvement and connection to the City's facilities as described in this document.

C. The City owns and operates a wastewater collection, treatment, and disposal system, including the Hale Avenue Resource Recovery Facility, a wastewater treatment and recycling plant located within the City (the "Plant" or "HARRF"). The Plant is located approximately 4,000 feet from the Project site, and currently has excess average dry weather wastewater capacity that can be made available for the Project.

D. It is anticipated that the City will allow the connection and acceptance of new sewer flows from a new County collection system from the Project, or a substantially similar project, to connect with the City's existing sewer system, subject to the terms and conditions of this MOU.

E. The Parties anticipate that the Developer will construct a new pump station, gravity main and force main which would replace and relocate the City's Sewer Pump Station No. 12 force main.

F. Developer desires to connect the Project to the Plant because the Project site is not currently serviced by the County, and Developer wishes to avoid constructing an onsite wastewater treatment plant and disposal facilities in conjunction with the Project. The Parties recognize that Developer enters into this MOU with the intention of satisfying any requirement the County may have as part of its review of the Project to show that the Project will have wastewater service.

G. If the County does not approve the Project Entitlements, or the City is not able to enter into a sewer service agreement with the County on terms acceptable to the City, then the Parties agree that neither Party is bound by this MOU.

NOW, THEREFORE, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are fully incorporated into the MOU, as if they were fully repeated herein.

2. Duration. Unless otherwise agreed to in writing by the Parties, this MOU shall expire on December 31, 2030 if the Project Entitlements have not been approved by the County, or the City and the County have not entered into a sewer service agreement.

3. Replacement and Relocated Facilities. The City agrees Developer shall replace and relocate the City's Sewer Pump Station No. 12 and construct a new sewer pump station, gravity main, and force main (approximately 1,600 feet) in a different location, as shown in Exhibit "2", in accordance with City design standards at the time of installation. Developer shall ensure the construction is warranted for a period of at least one year. Upon the completion of the construction of the Sewer Project, as described herein, Developer shall dedicate the new Sewer Pump Station No. 12 (Pump Station) and force main to the City. The Pump Station shall consist of submersible pumping units at an approximate capacity of 300 gallons per minute system with telemetry and backup generator. Attached as Exhibit "3" is a general description and preliminary budget for the Pump Station.

4. Planning Phase. Subject to City's reasonable prior approval, Developer shall designate and engage a qualified engineering firm (the "Engineer") to conduct preliminary design and engineering work for the purpose of constructing a new Sewer Pump Station No. 12, gravity main, and force main to convey both the Project flows, existing City flows, and other future flows as determined by the City, and installing and connecting the Developer's constructed onsite sewer system, to be accepted by the County, to the new City Sewer Pump Station No. 12. The new Developer sewer system will be designed to County and City standards and shall meet the City's requirements for flow. The Engineer shall report to City on the progress of its activities when requested by the City. As part of its scope of work for Developer, the Engineer shall identify all necessary permits and approvals from governmental and regulatory agencies and bodies other than City, as well as any rights of way which must be acquired in order to design, engineer, construct and operate the new Sewer Pump Station No. 12, force main, gravity main and sewer system (the "Sewer Project") to provide services to the Project.

5. Permitting, Construction and Approvals. Subject to City's reasonable prior approval of the design and engineering plans for the new Pump Station No. 12, force main, gravity main, and connection from the Project, Developer shall apply for any necessary permits and approvals from governmental agencies and bodies, in addition to those required by City which are referenced herein, to permit the construction and operation of the Project utilizing the services of the Engineer as may be selected by Developer with the reasonable prior approval of City. City agrees to cooperate with Developer in obtaining said permits and approvals and Developer shall pay any costs for such permits directly related to the Project.

Upon operational acceptance of the Sewer Project by the City and County, Developer shall pay to City the applicable fees, as set by resolution of the city council, at the time of acceptance. Those fees are set at \$7500 per equivalent dwelling unit and will continue to be set at \$7500, for the purposes of this MOU, for 36 months after the date this MOU is executed by both parties. The

City shall credit the fee paid by Developer for 25% of the design and construction cost of the improvements pursuant to this MOU. Such credit shall not exceed \$750,000.

City shall be reimbursed by Developer for City's reasonable costs of overseeing and inspecting the construction work of the new Sewer Pump Station 12, gravity main, and force main being performed to connect the Developer sewer system within thirty (30) days of being sent a bill for such costs. City shall further be reimbursed by Developer for City's reasonable costs in coordinating planning or other time spent in relation to this MOU. Reimbursement shall be limited to a maximum of \$25,000. All permits obtained by Developer shall be applicable to the new Pump Station, force main and the system connection only.

Developer shall comply with the requirements of the City's Wastewater Discharge Permit, and if required, any subsequent applicable requirements enforced by the County and/or the California Regional Water Quality Control Board. The City's charges for the Project's utilization of the Wastewater Treatment Plant and all other City facilities necessary for the collection, transmission, treatment and disposal of wastewater by the Project ("Plant Usage Fees") shall be fixed in the manner set forth in a sewer service agreement with the County.

6. City Sewer Service Agreement with County. As soon as reasonably possible after the County approves the Project Entitlements, the City will enter into a sewer service agreement with the County to provide sewer treatment and disposal for the Project (approximately 72,000 gallons per day ("gpd")).

7. Maintenance after Construction. The County shall be responsible for all maintenance and repair of the Developer constructed sewer system within the Project up to the influent line to the Pump Station, and accordingly, Developer shall dedicate all such sewer facilities to the County. Except as set forth above, City shall be responsible for operating, maintaining and repairing the new Pump Station No. 12, gravity main, and force main and all related appurtenances within the Sewer Project and treatment system in accordance with prevailing industry standards for municipal wastewater collection, transmission, treatment and disposal facilities, and in compliance with all applicable federal, state and local laws. City shall be responsible for all costs associated with the operation and maintenance of City and services involved in the pumping, conveyance, treatment and disposal of wastewater discharged from the Project other than those that are part of the Project which are the sole responsibility of the County or Developer as provided above.

8. Wet Weather Storage and Peak Wet Weather Wastewater Flows. In consideration for the Project's impacts on the City's peak wet weather Plant capacity and its land outfall disposal system Developer shall provide the City with a wet weather storage facility site within the Project site for the temporary storage of Title 22 recycled water during peak wet weather storm events. The Project will dedicate up to 2 acres for a capacity of 5,500,000 gallons of said wet weather storage facility. The City shall be solely responsible for the maintenance of any wet weather storage facility constructed on the Project site pursuant to this Section.

9. Recycled Water. Developer will plan, design and construct a recycled water distribution system in accordance with the requirements of the City and the Rincon del Diablo Municipal Water District. Through the use of open space, the Project anticipates providing approximately 36 acres of permanent recycled water irrigation and 31 acres of continuing agricultural irrigation, which is planned to provide an opportunity for treated effluent disposal of wastewater on an average annual basis, and is programmed to reduce impacts on the City's

wastewater system occurring from land and ocean outfall on an average annual basis. Peak irrigation demands will be supplemented by the Plant.

10. Right of Cure. All agreements between Developer and the Engineer and any other professionals or contractors working on the Project shall include a provision entitling City to receive simultaneous notice of any breach and an opportunity to cure and assume such agreements directly to the extent that the agreements involve the lateral connections from the Project to the trunk sewer main.

11. No Third Party Beneficiaries. This MOU is solely for the benefit of the parties hereto and any successor-in-interest to the Project. Neither party shall have any authority to act in any way as a representative of the other, or to bind the other to any third party, except as specifically set forth herein, and the parties shall not be deemed to be partners, joint venturers or the like by virtue of the provisions hereof.

12. Force Majeure. Neither party shall be liable for any damages resulting from any failure or delay in the performance of any of their respective obligations (other than the payment of fees) if prevented from doing so by a cause or causes beyond its reasonable control (a "Force Majeure Event"). Without limiting the generality of the foregoing, Force Majeure Events include Acts of God, fires, floods, earthquakes, natural disasters, terrorism, strikes, blackouts, war, restraints of government (other than City), or other causes that are beyond a party's reasonable control, any one of which makes performance hereunder commercially impracticable.

13. Governing Law. This MOU, and all matters arising directly or indirectly from this MOU, shall be governed by and construed in accordance with the applicable laws and regulations of the City, the State, and Federal law and regulations. For all such matters, each party submits to the exclusive jurisdiction of the state and federal courts located in San Diego County in the State of California, and waives any jurisdictional, venue, or inconvenient forum objections.

14. Assignment. Developer shall not assign its rights or obligations under this MOU without the City's prior written consent, which consent may be withheld in the City's sole and absolute discretion, unless the Developer is assigns its rights or obligations under this agreement to an entity that is related to the Developer and has equal or greater financial wherewithal. Notwithstanding the foregoing, (a) Developer shall have the right to assign its interest under this MOU in connection with any financing of the Project so long as Developer remains responsible for the performance of its obligations under this MOU; and (b) Developer shall have the right to assign its rights and obligations under, and interest in, this MOU in connection with a sale of the Project subject to the City's prior written consent which may shall not be unreasonably withheld.

15. Entire Agreement. This MOU and the exhibits and schedules attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all existing MOUs relating to the subject matter hereof. To the extent there is any conflict among the terms of this MOU and any attached exhibits or schedules, the terms of this MOU shall control.

16. No Waiver. Neither this MOU nor any provision hereof may be waived, modified, amended or terminated except by written agreement signed by both parties hereto. No failure on the part of any party to exercise and no delay in exercising any right, power or remedy under this MOU shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this MOU preclude any other or further exercise thereof or the exercise of any other right.

17. Cumulative Remedies. No remedy conferred by any provision of this MOU is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given in this MOU or existing at law or in equity, by statute or otherwise.

18. Severability. If any provision of this MOU shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall apply only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this MOU, and that provision and this MOU generally shall be reformed, construed and enforced so as to most nearly give lawful effect to the intent of the parties as expressed in this MOU.

19. Authorization to Sign. Each person signing below hereby warrants that he/she has the authority to sign this MOU on behalf of the party for which he or she signs, and to bind the party for whom he/she is signing.

20. Assumption of Obligations of a Home Owner's Association. The Developer shall ensure that any obligations are included in the Home Owner Association's CC&Rs and any other necessary documents to obligate any subsequent HOA to perform any future obligations under this MOU.

21. Project Entitlements. In the event the County does not approve the Project Entitlements, neither Party will be bound by any provision in this MOU, other than for reimbursable and incurred costs by the City in coordinating and cooperating with Developer as stated above.

22. Out of Jurisdiction Approval. It is anticipated that Local Agency Formation Commission ("LAFCO") approval will be required for the City to extend sewer services beyond its jurisdiction. In addition, any extension of services must comply with applicable provisions of the City's Municipal Code.

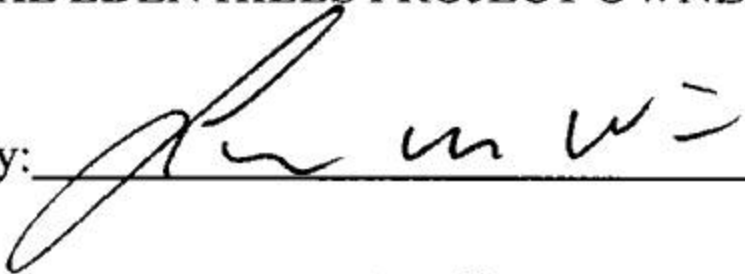
23. Indemnification. The City shall have no liability to the Developer or any other person for, and the Developer shall indemnify, defend, and hold harmless the City from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which the City may suffer or incur or to which the City may become subject by as a result of or allegedly caused by Developer's activities, obligations, or otherwise occurring because of this MOU, except for the willful misconduct or gross negligence of the City. If any action or proceeding is brought against the City by reason of any of the matters against which the Developer has agreed to indemnify the City as provided above, the Developer, upon notice from the City, shall defend the City at the Developer's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. The City need not have first paid for any of the matters to which the City is entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set forth above.

CITY OF ESCONDIDO

THE EDEN HILLS PROJECT OWNER, LLC

By: 

By: 

Dated: 1-12-16

Dated: 12-28-15

List of Exhibits to be Attached

Exhibit 1: Project Description

Exhibit 2: Diagram Showing Connection Points

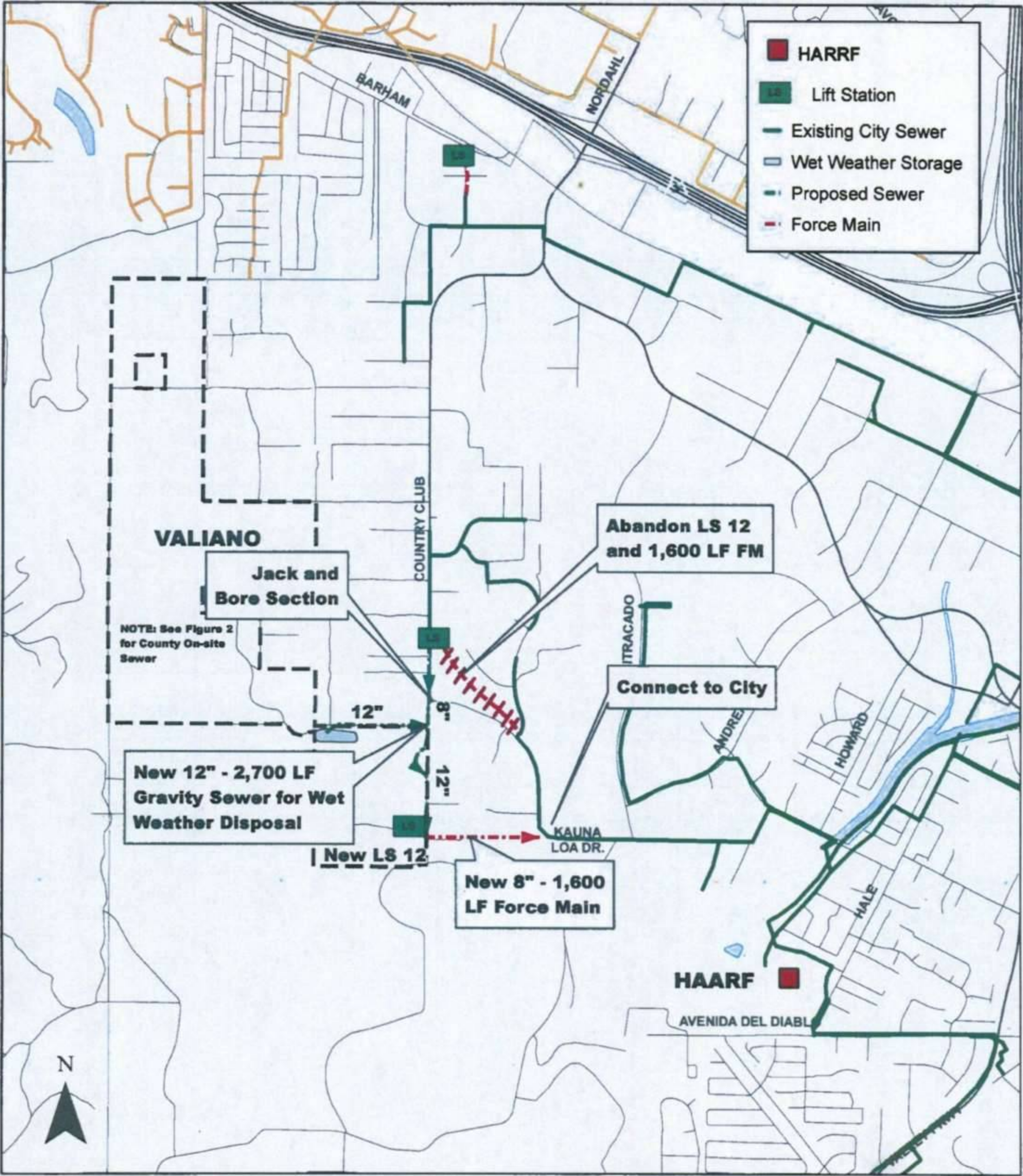
Exhibit 3: Sewer Pump No. 12 Description and Cost Estimate

Exhibit 1

Project Description

The proposed Valiano Specific Plan encompasses 13 parcels totaling approximately 238.8 acres in the unincorporated County of San Diego. The Project includes the following APN's 228-313-13, 228-313-18, 232-013-01, 232-013-02, 232-013-03, 232-020-55, 232-492-01, 232-500-18 thru 23, and 235-031-41.

Exhibit 2



NOTE: On-site sewer system to be owned and operated by the County

ESCONDIDO SEWER SERVICE ALTERNATIVE
Figure 5

10/29/2015 MRG \\sdots01\\Data\\Clients\\Integral Communities\\100033736_Valiano\\GIS\\vncd_082814\\Fig5_EscondidoSewerPlan.mxd



Valiano Sewer Study
October 2015

EXHIBIT 3**ESCONDIDO SEWER PUMP STATION 12 IMPROVEMENTS
November 10, 2015**

Pump 12 Project Description: Proposed SPS 12 will include pre-cast concrete PVC lined wet well and pre-cast concrete valve vault, and shall be duplex pump station equipped with explosion proof submersible pumps with capacity 300 gpm each, pump lifting assemblies, bar or channel screen with 300 gpm capacity, and all piping and valves. Pumps shall be non-clog capable to pass 3" solids. Pump motors will be supplied with the pump as an integral part of the pump assembly. Odor control system shall consist of carbon canister and forced ventilation rated for minimum 6 exchanges per hour. Lift station will have emergency underground storage with capacity of 50,000 gallons. The pump station site will be secured and include drivable access.

Pipeline(s) Project Description: Existing SPS 12 will be decommissioned and demolished. A new 8-inch gravity sewer will be constructed within Country Club Lane approximately 1,600 feet from the existing pump station to new SPS 12. Because of the topography approximately 500 feet of gravity main will need to be tunneled to avoid a high point through trenchless construction (jack and bore has been assumed). The new gravity sewer will then convey flows through a proposed Valiano gravity sewer to the new SPS 12. At the new Sewer PS 12, approximately 1,600 feet of 8-inch force main will be required to convey flows to an existing City sewer at Kauna Loa Drive.

Sewer Pump 12 Improvements

Item	Unit	Quantity	Cost/Unit	Total Cost
Sewer PS 12				
Pumps (2-300 gpm)	LS	1	\$45,000	\$45,000
Concrete Wet-well	LS	1	\$45,000	\$45,000
Installation mechanical equipment	LS	1	\$100,000	\$100,000
Piping, valve vault	LS	1	\$30,000	\$30,000
Odor Control	LS	1	\$15,000	\$15,000
Bar Screen (300 gpm)	LS	1	\$15,000	\$15,000
Site Improvements	LS	1	\$20,000	\$20,000
Gen Set (50 kW) w/enclosure, fuel tank	LS	1	\$25,000	\$25,000
Electrical/Telemetry	LS	1	\$100,000	\$100,000
Fiberglass Emergency Storage Tank	LS	1	\$110,000	\$110,000
Contingency	%	30		\$152,000
Design, Admin., Legal, and CM	%	30		\$152,000
PS 12 Subtotal				\$809,000
Sewer PS 12 Force Main				
Force Main Pipeline (8-inch PVC C900)	LF	1,600	\$60/LF	\$96,000
Contingency	%	30		\$29,000
Design, Admin., Legal, and CM	%	20		\$19,000
PS 12 Force Main Subtotal				\$144,000
Gravity Sewer and Demolition of Existing PS 12				
Gravity Sewer (8-inch PVC SDR 35)	LF	1,100	80	\$88,000
Sewer Manholes	LS	4	\$5,000	\$20,000
Jack N Bore Gravity Sewer (8-inch PVC w/12-inch Steel Casing)	LF	500	\$400	\$200,000
Demolition of LS 12	LS	1	\$25,000	\$25,000
Contingency	%	30		\$100,000
Design, Admin., Legal, and CM	%	20		\$67,000
Gravity Sewer/Demo of Existing PS 12 Subtotal				\$500,000
Sewer Pump 12 Improvements Grand Total				\$1,453,000



STAFF REPORT

November 4, 2026
File Number 0600-10; A-3627

SUBJECT

AN ASSIGNMENT, ASSUMPTION OF AND AMENDMENT TO RECIPROCAL PARKING AGREEMENT BY AND BETWEEN THE CITY OF ESCONDIDO ("CITY"), ESCONDIDO CHAMBER OF COMMERCE, AND PRECISION CLUB, LLC.

DEPARTMENT

Economic Development – Real Property

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-159 authorizing the Mayor to execute, on behalf of the City, an Assignment, Assumption of and Amendment to Reciprocal Parking Agreement ("Assignment") by and between the City of Escondido, Escondido Chamber of Commerce, and Precision Club, LLC for real property more particularly described in Exhibit A and Exhibit B of the Assignment.

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

Presenter: Timer Paidá, Management Analyst II

ESSENTIAL SERVICE – Yes, internal requirement in support of Land Use/Development

COUNCIL PRIORITY – Be Business Friendly; Drive Community and Land Development

FISCAL ANALYSIS

No direct fiscal impact to the City of Escondido.

PREVIOUS ACTION

Under the Reciprocal Parking Agreement (RPA) dated June 26, 2002, the City and Escondido Chamber of Commerce established the framework for the mutual use of parking lot areas on each other's adjacent properties.

BACKGROUND

Escondido Chamber of Commerce is currently the owner of the real property more particularly described in Exhibit B of the Assignment. Escondido Chamber of Commerce is in the process of selling its property



CITY *of* ESCONDIDO

STAFF REPORT

to Precision Club, LLC and the Assignment will allow the City and Precision Club, LLC to continue with reciprocal parking in the parking lot areas on each other's adjacent properties.

The Assignment also includes an Amendment that more fully identifies the reciprocal parking areas as shown on Exhibit C.

RESOLUTIONS

- a. Resolution No. 2026-159
- b. Resolution No. 2026-159 – Exhibit "A" – Assignment, Assumption of and Amendment to Reciprocal Parking Agreement (including Exhibits A, B, and C)

RESOLUTION NO. 2026-159

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, AN ASSIGNMENT, ASSUMPTION OF AND AMENDMENT TO RECIPROCAL PARKING AGREEMENT BY AND BETWEEN THE CITY OF ESCONDIDO, ESCONDIDO CHAMBER OF COMMERCE, AND PRECISION CLUB, LLC.

WHEREAS, the City of Escondido ("City") is currently the owner of that certain real property located in the City of Escondido, County of San Diego, State of California, more particularly described in Exhibit A of the Assignment, Assumption of and Amendment to Reciprocal Parking Agreement ("Assignment"), attached to this Resolution as Exhibit "A"; and

WHEREAS, Escondido Chamber of Commerce is currently the owner of that certain real property located in the City of Escondido, County of San Diego, State of California, more particularly described in Exhibit B of the Assignment; and

WHEREAS, the City and Escondido Chamber of Commerce established certain reciprocal easements, covenants, and conditions with respect to the mutual use of parking lot areas on the Parties' adjacent properties under that certain Reciprocal Parking Agreement (RPA) dated June 26, 2002, recorded on September 20, 2002 as Doc # 2002-0808126 in the Official Records of San Diego County, California.

WHEREAS, the Escondido Chamber of Commerce is currently in escrow to sell its property to Precision Club LLC, and the City Council finds it in the best interest of the City to continue the RPA with the new owner and to clarify the reciprocal parking areas.

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

1. That the above recitations are true.

2. That the City Council authorizes the Mayor to execute, on behalf of the City, an Assignment, Assumption of and Amendment to Reciprocal Parking Agreement by and between the City of Escondido, Escondido Chamber of Commerce, and Precision Club, LLC, a draft of which is attached to this Resolution as Exhibit "A" and incorporated herein by this reference, subject to final approval as to form by the City Attorney.

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:

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

This Space for Recorder's Use Only

**ASSIGNMENT, ASSUMPTION OF AND AMENDMENT
TO RECIPROCAL PARKING AGREEMENT**

This ASSIGNMENT, ASSUMPTION OF AND AMENDMENT TO RECIPROCAL PARKING AGREEMENT ("**Assignment**") is made and entered into as of the last signature date set forth below ("**Effective Date**"), by and among the CITY OF ESCONDIDO, a California municipal corporation ("**City**"), and ESCONDIDO CHAMBER OF COMMERCE, a California nonprofit mutual benefit corporation ("**Assignor**"), and PRECISION CLUB, LLC, a California limited liability company ("**Assignee**"). (City, Assignor, and Assignee may each be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, City is currently the owner of that certain real property located in the City of Escondido, County of San Diego, State of California, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference ("**City Property**"); and

WHEREAS, Assignor is currently the owner of that certain real property located in the City of Escondido, County of San Diego, State of California, more particularly described in Exhibit B, attached hereto and incorporated herein by this reference ("**Assignor Property**" and together with the City Property, together, the "**Properties**"); and

WHEREAS, the City and Assignor established certain reciprocal easements, covenants, and conditions with respect to the mutual use of parking lot areas on the Parties' adjacent properties under (i) that certain Reciprocal Parking Agreement dated June 26, 2002, recorded on September 20, 2002 as Doc # 2002-0808125 and (ii) that certain Reciprocal Parking Agreement dated June 26, 2002, recorded on September 20, 2002 as Doc # 2002-08081256 in the Official Records of San Diego County, California (such documents (i) and (ii) being substantively identical and referred to herein, together as the "**RPA**"); and

WHEREAS, the RPA was less than clear as to the precise location of the mutual use parking lot areas (the "**Reciprocal Parking Areas**");

WHEREAS, the Parties wish to amend the RPA to more fully identify the Reciprocal Parking Areas, which are as described on Exhibit C attached hereto and incorporated herein by this reference.

WHEREAS, Assignor wishes to assign all of its right, title and interest in the RPA to Assignee and

Assignee wishes to accept such assignment; and

WHEREAS, the Parties wish to confirm the assignment and assumption of rights and obligations to Assignee under the RPA and to amend the RPA in as set forth below.

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

1. Reciprocal Parking Areas. The Reciprocal Parking Areas are reflected in the diagram shown on Exhibit C hereto and the RPA is amended accordingly.
2. Assignment and Assumption. As of the Effective Date, Assignor hereby assigns, transfers, sets over, and delivers unto Assignee all of Assignor's rights, obligations, duties, covenants, conditions, and liabilities in the RPA as it relates to the Assignor Property, provided, however, that this Assignment shall not release or relieve Assignor of any of its obligations, duties, covenants, conditions, or liabilities under the RPA to the extent arising or accruing prior to the Effective Date of this Assignment. Assignee hereby assumes the performance of all of the terms, covenants, obligations, and conditions imposed upon Assignor under and with respect to the RPA to the extent arising or accruing from or after the Effective Date of this Assignment. Assignor shall retain all obligations respecting the RPA for the period of time prior to the Effective Date of this Assignment.
3. Representations and Warranties of Assignor. Assignor hereby makes the following representations and warranties to the Assignee as of the Effective Date:
 - 3.1 Assignor is the current holder of the entire interest of Assignor Property.
 - 3.2 The RPA is unmodified and remains in full force and effect.
 - 3.3 No default on the part of Assignor, and no breach or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of Assignor, exists under the RPA.
 - 3.4 No default on the part of City, and no breach or failure of condition that with notice or lapse of time or both, would constitute a default on the part of City, exists under the RPA.
 - 3.5 The execution, delivery, and performance by Assignor of this Assignment is hereby authorized by Assignor (i) will not contravene any legal requirements applicable to Assignor; (ii) will not conflict with, breach, or contravene any other agreement binding upon Assignor; and (iii) will not result in the creation or imposition of any lien on any portion of the Property, except as otherwise may be permitted under the terms of the RPA.
4. Future Assignment Requires City Approval. No Party may assign, transfer, delegate, or otherwise convey the RPA, or any right or obligation hereunder, in whole or in part, whether voluntarily, by operation of law, or otherwise, without the prior written consent of the City. The City may grant, condition, or withhold its consent in its sole and absolute discretion. Any purported assignment made without that consent is void and of no force or effect. Neither Party's conveyance of fee title to its Property shall, by itself, assign the RPA or any right hereunder to the grantee.
4. Counterparts. This Assignment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document.
5. Effective Date. Unless a different date is provided in this Assignment, the effective date of this Assignment shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____ By: _____
Name: Dane White
Title: Mayor, City of Escondido

ASSIGNOR

ESCONDIDO CHAMBER OF COMMERCE

Date: _____ By: _____
Name: Yesenia Mendoza
Title: Chair of the Board

Date: _____ By: _____
Name: Johann Ramirez
Title: Chair-Elect of the Board

ASSIGNEE

PRECISION CLUB, LLC

Date: _____ By: _____
Name: Suzanne Lichter
Title: Member

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

Approved as to Form:

OFFICE OF THE CITY ATTORNEY
M. Dare Delano, City Attorney

M. Dare DeLano, City Attorney

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

COUNTY OF]

On , before me,

, a Notary Public, personally appeared

, who proved to me on the basis of

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

City

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

COUNTY OF]

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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)

Assignor

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]

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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)

Assignee

Exhibit A – City owned Parking Spaces

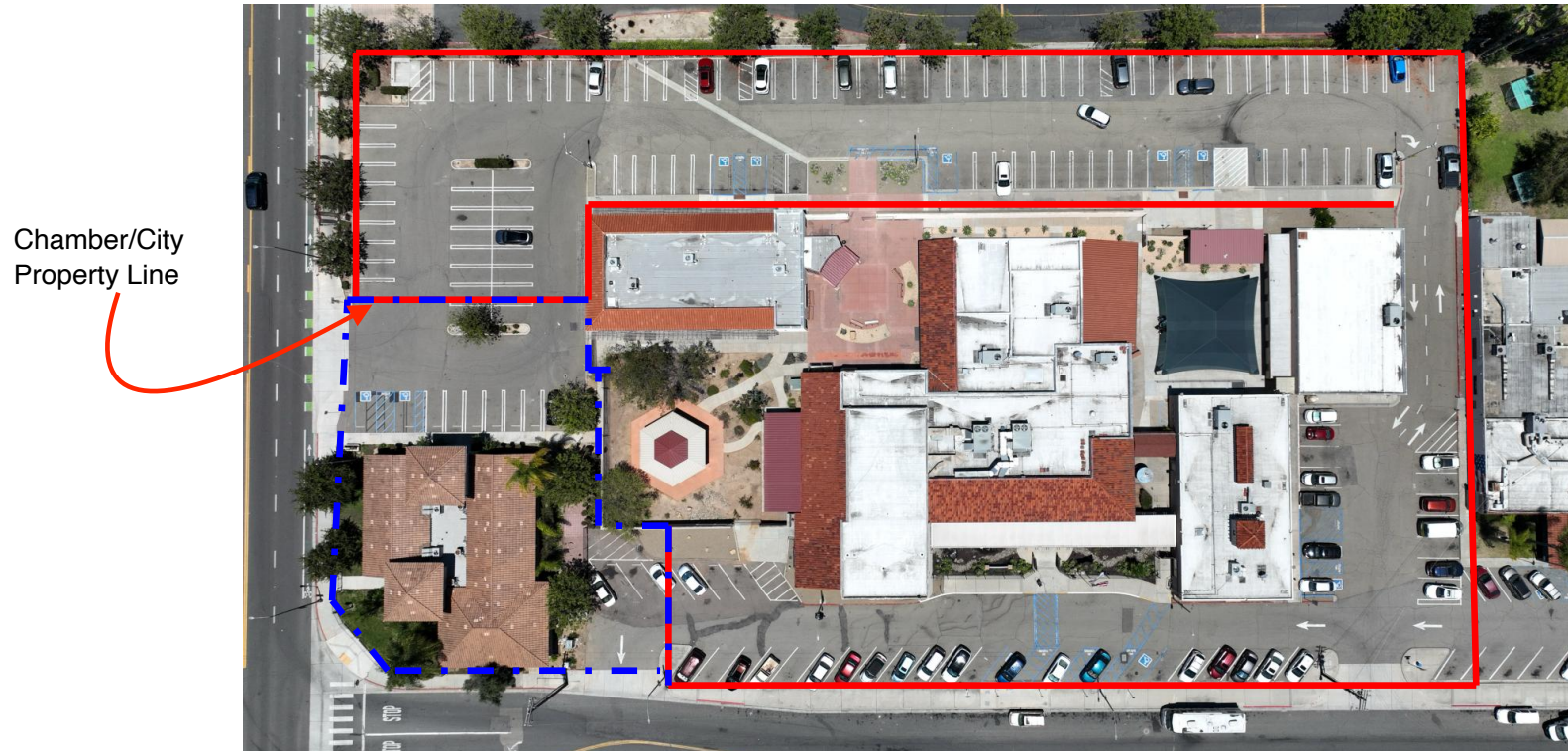
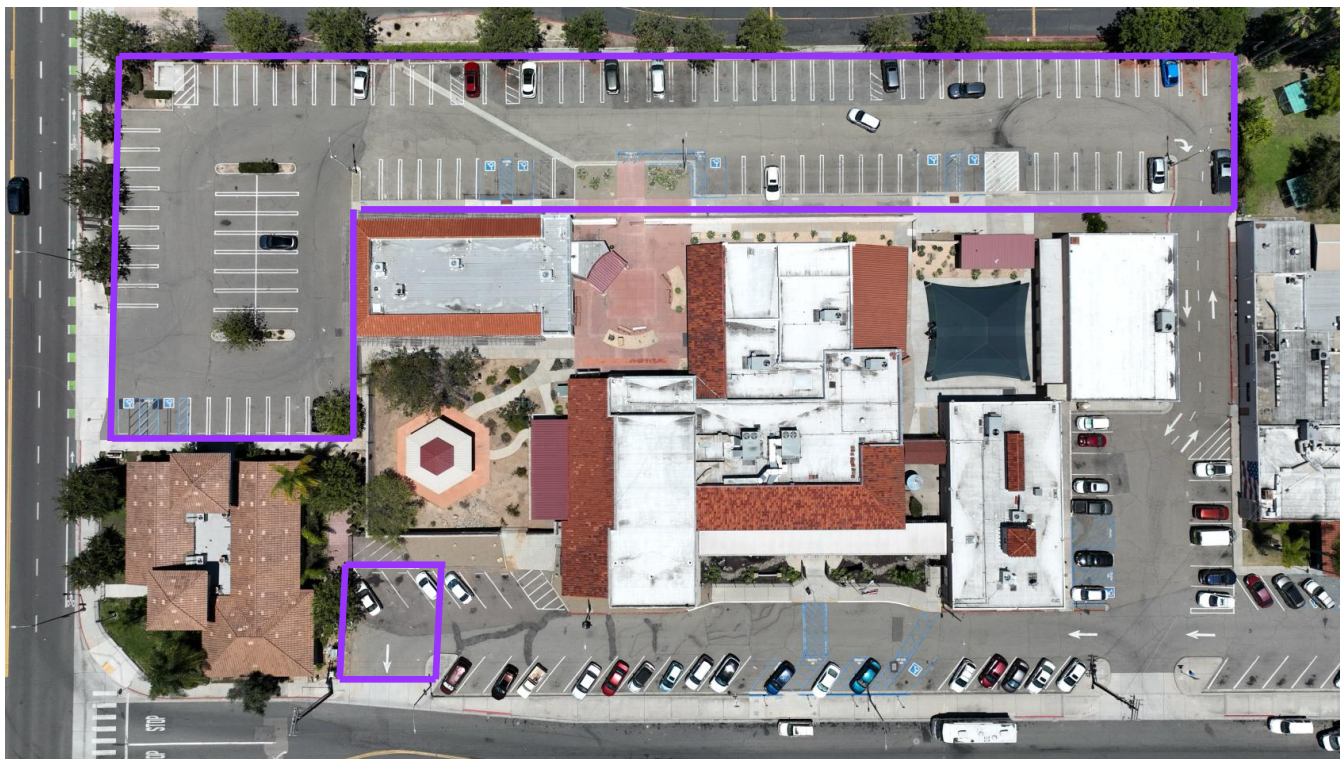


Exhibit B – Precision Club LLC Parking Spaces



Exhibit C – Reciprocal Parking Spaces





STAFF REPORT

November 4, 2026
File Number 0600-10; A-1732-2

SUBJECT

A SECOND AMENDMENT TO GROUND LEASE WITH SAN DIEGO COUNTY CREDIT UNION FOR 150 EAST VALLEY PARKWAY, ESCONDIDO, CALIFORNIA AND A FIRST AMENDMENT TO LEASE AGREEMENT WITH THE ROBERTA CARVALHO NUCKOLS TRUST

DEPARTMENT

Economic Development – Real Property

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-173 authorizing the Mayor to execute, on behalf of the City, a Second Amendment to Ground Lease (“Second Amendment”) with San Diego County Credit Union (referred to herein as “SDCCU”) for 150 East Valley Parkway, Escondido, California and a First Amendment to Lease Agreement with the Roberta Carvalho Nuckols Trust.

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

Presenter: Timer Paidá, Management Analyst – Real Property

ESSENTIAL SERVICE – Yes, internal requirement in support of Land Use/Development

COUNCIL PRIORITY – Be Business Friendly; Drive Community and Land Development; Financial Stewardship

FISCAL ANALYSIS

The Second Amendment to Ground Lease with SDCCU is attached as Exhibit “A” to Resolution No. 2026-173. The Second Amendment shall extend the term of the lease to November 10, 2027, and SDCCU shall pay the City rent in the amount of \$10,652.65 per month, beginning on the Effective Date. The City’s real estate consultant, Jones Lang Lasalle Americas Inc. (“JLL”), may receive a commission equaling five percent of the first year of the lease, which shall be paid out of lease payments as those payments are made to the City.

The First Amendment to Lease Agreement with the Roberta Carvalho Nuckols Trust (“Nuckols Trust”) is attached as Exhibit “B” to Resolution No. 2026-173. The First Amendment shall extend the term of the lease to November 10, 2027, and the City shall pay rent in the amount of \$15,000.00 per year. If payment is not submitted to the Nuckols Trust within five (5) calendar days of the due date, a late fee of \$150.00



CITY of ESCONDIDO

STAFF REPORT

will be assessed for each subsequent five (5) calendar day period that the payment remains outstanding. JLL, may receive a commission from the Nuckols Trust, should an agreement to pay the commission be signed by the Nuckols Trust.

PREVIOUS ACTION

The City and HomeFed Bank entered into a Ground Lease ("Ground Lease") dated June 5, 1991. On December 3, 1993, after HomeFed Bank failed, the Ground Lease was transferred to Great Western Bank. In 1998, Great Western Bank merged with Washington Mutual Bank and Washington Mutual Bank acquired the Ground Lease. In an agreement dated June 18, 1999, Washington Mutual Bank assigned the Ground Lease to SDCCU. In an agreement dated September 1, 1999, between the City, SDCCU, and Washington Mutual Bank, FA, the City accepted this assignment.

The City and SDCCU entered into a First Amendment to Ground Lease and First Amendment to Assignment Agreement dated July 11, 2003, granting public access along the north side of the property and adding approximately 3,000 square feet of additional property next to the existing parking lot. The City and SDCCU desire to amend the Ground Lease to extend the term of the lease to November 10, 2027.

The City and John E. Mason, Trustee of that Certain Declaration of Trust dated July 1, 1983 ("Mason Family Trust"), entered into a Lease Agreement dated January 16, 1991 ("Original Lease"). The Original Lease was based on an estimated completion of improvements date of February 10, 1992, and expiration date of November 10, 2026. On September 9, 2023, Verman L. Nuckols, Successor Special Trustee of the Mason Family Trust, via Quitclaim Deed, transferred undivided interest in the real property to Roberta Nuckols, Trustee of the Nuckols Trust. The City and the Nuckols Trust desire to amend the Original Lease to extend the term of the lease to November 10, 2027.

BACKGROUND

The City leases property to SDCCU at 150 East Valley Parkway. In addition to the bank building, the lease arrangement includes parking areas that are important to the operation of the branch and serve SDCCU customers and employees. Portions of these parking areas are located on property owned by the Nuckols Trust and James E. Robinson, Trustee of the Bandy Family 1983 Trust dated April 7, 1983 ("Bandy Family Trust"). SDCCU would like to extend its lease and continue operating at this location. The proposed lease extension will allow SDCCU to remain at the site, maintain access to the parking areas that support the branch, and continue providing lease revenue to the City.

Staff is also reviewing matters related to the parking lot leases with the Nuckols Trust and the Bandy Family Trust. The First Amendment to Lease Agreement with the Nuckols Trust is attached as Exhibit "B." The Bandy Family Trust is separate from the proposed SDCCU lease extension and the Nuckols Trust lease extension. Any future actions related to the parking lots, if required, will be presented separately for City



CITY of ESCONDIDO

STAFF REPORT

Council consideration. Staff recommends moving forward with the SDCCU and Nuckols Trust lease amendments at this time to avoid delays and provide certainty of continued operations for the tenant.

The following summarizes the terms of the proposed amendments:

Lease Term Extension

SDCCU

The proposed Second Amendment extends the term of the Ground Lease through November 10, 2027. Extending the lease term will provide stability for SDCCU's continued operation at the site and align the lease with the parties' intended occupancy period.

Nuckols Trust

The proposed First Amendment extends the term of the Lease Agreement through November 10, 2027. Extending the lease term will provide additional parking for SDCCU's continued operation at the site.

Rent

SDCCU

Beginning on the Effective Date of the Second Amendment, SDCCU will pay monthly rent of \$10,652.65 to the City. Rent will be due on the first day of each month.

Nuckols Trust

Beginning on the Effective Date of the First Amendment, the City will pay the Nuckols Trust annual rent of \$15,000.00. If payment is not submitted to the Nuckols Trust within five (5) calendar days of the due date, a late fee of \$150.00 will be assessed for each subsequent five (5) calendar day period that the payment remains outstanding.

Parking Lot Parcels and Leases

SDCCU

The leased premises include the bank building and associated parking areas that support customer and employee access to the branch. The City is working to secure extensions of the underlying lease for Parcel B and Parcel C so that all property interests supporting the site will expire on the same date. Due to a recent ownership change affecting one of the underlying parcels, those extensions may not be finalized before execution of the SDCCU amendment. As a result, the SDCCU amendment will initially apply to Parcel A and will automatically incorporate Parcel B and Parcel C as the necessary lease extensions are executed.

Temporary Termination Right

SDCCU

Until lease extensions for both Parcel B and Parcel C have been secured, SDCCU will have the right to terminate the Ground Lease upon sixty (60) days' prior written notice to the City. This provision provides



CITY of ESCONDIDO

STAFF REPORT

SDCCU with flexibility while the City completes efforts to align the terms of all underlying property interests.

Nuckols Trust

The Nuckols Trust will provide the City with written notice of any proposed sale, transfer, or material changes to the real property no less than ninety days before the anticipated closing date, or within five business days after a purchase and sale agreement has been signed, whichever comes first.

Remaining Terms and Conditions

Except for the changes described in the Second Amendment and First Amendment, all other terms and conditions of the Ground Lease, Original Lease, and prior amendments will remain unchanged and in full force and effect.

Entire Agreements

SDCCU

The Second Amendment, together with the original Ground Lease and First Amendment, represents the complete agreement between the parties regarding this matter. No other written or verbal agreements exist outside of the documents approved by the parties.

Nuckols Trust

The First Amendment, together with the Original Lease, represents the complete agreement between the parties regarding this matter. No other written or verbal agreements exist outside of the documents approved by the parties.

RESOLUTIONS

- a. Resolution No. 2026-173
- b. Resolution No. 2026-173 – Exhibit “A” – Second Amendment to Ground Lease
- c. Resolution No. 2026-173 – Exhibit “B” – First Amendment to Lease Agreement

RESOLUTION NO. 2026-173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A SECOND AMENDMENT TO GROUND LEASE WITH SAN DIEGO COUNTY CREDIT UNION FOR 150 EAST VALLEY PARKWAY, ESCONDIDO, CALIFORNIA AND A FIRST AMENDMENT TO LEASE AGREEMENT WITH THE ROBERTA CARVALHO NUCKOLS TRUST

WHEREAS, the City of Escondido ("City") and Homefed Bank entered into a Ground Lease ("Ground Lease") dated June 5, 1991; and

WHEREAS, on December 3, 1993, the Ground Lease was transferred to Great Western Bank; and

WHEREAS, in 1998, Great Western Bank merged with Washington Mutual Bank and Washington Mutual Bank acquired all rights to the Ground Lease; and

WHEREAS, in an Assignment and Assumption Agreement dated June 18, 1999, Washington Mutual Bank assigned its rights under the Ground Lease to SDCCU; and

WHEREAS, in an Assignment, Assumption, Consent and Release Agreement between the City, SDCCU, and Washington Mutual Bank, FA, dated September 1, 1999, the City accepted and consented to this assignment; and

WHEREAS, the City and SDCCU entered into a First Amendment to Ground Lease and First Amendment to Assignment Agreement dated July 11, 2003; and

WHEREAS, the City and SDCCU desire to amend the Ground Lease to extend the term of the lease to November 10, 2027; and

WHEREAS, the City of Escondido (“City”) and John E. Mason, Trustee of that Certain Declaration of Trust dated July 1, 1983 entered into a Lease Agreement (“Original Lease”) dated January 16, 1991; and

WHEREAS, the Original Lease is based on an estimated completion of improvements date of February 10, 1992, and expiration date of November 10, 2026; and

WHEREAS, Verman L. Nuckols, Successor Special Trustee of the Mason Family Trust dated July 1, 1983 transferred undivided interest via Quitclaim Deed to Roberta Nuckols, Trustee of the Roberta Carvalho Nuckols Trust; and

WHEREAS, the City and the Roberta Carvalho Nuckols Trust desire to amend the Original Lease to extend the term of the lease to November 10, 2027.

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 Second Amendment to Ground Lease with San Diego County Credit Union, a draft of which is attached to this Resolution as Exhibit “A” and incorporated herein by this reference, 150 East Valley Parkway, Escondido, California, and a First Amendment to Lease Agreement with the Roberta Carvalho Nuckols Trust, a draft of which is attached to this Resolution as Exhibit “B” and incorporated herein by this reference, subject to final approval as to form by the City Attorney.

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:

City of Escondido
201 North Broadway

Escondido, California 92025-2798

This Space for Recorder's Use Only

SECOND AMENDMENT TO GROUND LEASE

150 East Valley Parkway, Escondido, California

This SECOND AMENDMENT TO GROUND LEASE ("Second Amendment) is made and entered into as of the last signature date set forth below, and shall be effective upon the expiration of the existing Ground Lease ("Effective Date"), by and between the CITY OF ESCONDIDO, a California municipal corporation, ("CITY") and the SAN DIEGO COUNTY CREDIT UNION ("SDCCU"), a California Mutual Benefit Credit Union (collectively referred to herein as the "Parties.").

WHEREAS:

- A. The City and HomeFed Bank, Federal Savings Bank, entered into a Ground Lease dated June 5, 1991 ("Ground Lease");
- B. HomeFed Bank later failed, and its assets were divested by the Resolution Trust Corporation, with HomeFed's interest in the Ground Lease transferred to Great Western Bank in an Assumption of Ground Lease, effective December 3, 1993;
- C. Great Western Bank merged with Washington Mutual Bank in 1998, and Washington Mutual Bank acquired all rights to the Ground Lease;
- D. Washington Mutual Bank assigned its rights under the Ground Lease to SDCCU, in an Assignment and Assumption Agreement dated June 18, 1999. The City accepted and consented to this assignment in an Assignment, Assumption, Consent and Release Agreement dated September 1, 1999, between the City, SDCCU, and Washington Mutual Bank, FA;

- E. The City and SDCCU entered into a First Amendment to Ground Lease and First Amendment to Assignment Agreement dated July 11, 2003 which granted public access across a 25-foot wide strip along the north side of the property, providing ingress and egress between the parking lot and Broadway Avenue, in addition to leasehold rights to approximately 3,000 square feet of additional property, specifically the northerly 40 feet of Lots 11, 12, and 13 of Block 15, adjacent to the existing parking lot.
- F. The CITY and SDCCU desire to amend the Ground Lease to extend the term of the lease to November 10, 2027.

NOW, THEREFORE, in consideration of the above premises and the promises and covenants contained herein, it is mutually agreed by and between the City and SDCCU that the Ground Lease shall be amended, modified, and supplemented, as follows:

1. The term of the lease as stated in Article 10: Term, of the Ground Lease, and specified in Paragraph F of First Amendment to Ground Lease and First Amendment to Assignment Agreement, shall be extended to November 10, 2027.
2. The rent of the lease as stated in Article 11: Rent, of the Ground Lease, and specified in Paragraph 5 of First Amendment to Ground Lease and First Amendment to Assignment Agreement, shall be amended and Lessee shall pay to the City rent in the amount of \$10,652.65 per month ("Rent"), due and payable on or before the first day of each month, commencing on the Effective Date.
3. The City is working to secure an extension of the Parcel B Lease and Parcel C Lease in order to include those Parcels in this Second Amendment so that they will be coterminous. The Parties recognize that due to a change in ownership of one of those parcels, the lease extensions might not be fully secured prior to execution of this Second Amendment. Therefore the definition of "Premises" shall be amended to include Parcel A, and, as soon as an extension of the Parcel B Lease is executed, it shall include Parcel B and as soon as an extension of the Parcel C Lease is executed, it shall include Parcel C.
4. SDCCU shall have the right to terminate the Ground Lease with sixty (60) days advance written notice to the City, at any time until the City secures the coterminous extensions of both the Parcel B Lease and Parcel C Lease and delivers notice to SDCCU of such coterminous extensions.

5. All other terms and conditions of the Ground Lease and the First Amendment to Ground Lease and First Amendment to Assignment Agreement not referenced above shall remain unchanged and in full force and effect.
6. This Second Amendment, the First Amendment to Ground Lease and First Amendment to Assignment Agreement, and the Ground Lease, together with any attachments thereto, constitute the entire understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
7. This Second Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Second Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date:

SAN DIEGO COUNTY CREDIT UNION

Date: _____

By: _____
Teresa Campbell, President and CEO

CITY OF ESCONDIDO

Date: _____

Dane White
Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
M. DARE DELANO, City Attorney

By: _____

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

COUNTY OF _____]

On _____, before me,

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

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

WITNESS my hand and official seal.

Signature: _____(Seal)

City

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

COUNTY OF _____]

On _____, before me,

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

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

WITNESS my hand and official seal.

Signature: _____(Seal)

SDCCU

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:

City of Escondido
201 North Broadway

Escondido, California 92025-2798

This Space for Recorder's Use Only

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made and entered into as of the last signature date set forth below ("Effective Date"), by and between the CITY OF ESCONDIDO, a California municipal corporation, ("CITY") and Roberta Nuckols, Trustee of the Roberta Carvalho Nuckols Trust dated February 13, 2020 ("Lessor"), (collectively referred to herein as the "Parties.").

WHEREAS:

- A. The CITY and John E. Mason, Trustee of that Certain Declaration of Trust dated July 1, 1983, entered into a Lease Agreement dated January 16, 1991, ("Original Lease") which allows the City to sublease, for commercial purposes and/or municipal purposes including parking, real property owned by the Lessor, as depicted in Exhibit A and Exhibit B of the Original Lease; and
- B. The Original Lease is based on an estimated completion of improvements date of February 10, 1992, and expiration date of November 10, 2026; and
- C. On September 9, 2023, Verman L. Nuckols, Successor Special Trustee of the Mason Family Trust dated July 1, 1983, remised, released and forever quitclaimed undivided interest to Roberta Nuckols, Trustee of the Roberta Carvalho Nuckols Trust dated February 13, 2020, for real property as depicted in Exhibit A and Exhibit B; and
- D. The CITY and Lessor desire to amend the Original Lease to extend the term of the lease to November 10, 2027.

NOW, THEREFORE, in consideration of the above premises and the promises and covenants contained herein and in the Original Lease, it is mutually agreed by and

between the City and Lessor that the Original Lease shall be amended, modified, and supplemented, as follows:

1. The term of the lease as specified in Section 5: Term, of the Lease Agreement shall be extended to November 10, 2027.
2. The lease rate as specified in Section 3: Lease Rate, of the Lease Agreement shall be amended and the City shall pay to Lessor rent in the amount of \$15,000 per year ("Rent"), commencing on November 11, 2026. If payment is not submitted to Lessor within five (5) calendar days of the due date, a late fee of \$150.00 shall be assessed for each subsequent five (5) calendar day period that the payment remains outstanding.
3. Lessor shall provide the City with written notice of any proposed sale, transfer, or conveyance of the real property not less than ninety days prior to the anticipated closing date, or within five business days following execution of a purchase and sale agreement, whichever occurs first.
4. All other terms and conditions of the Original Lease not referenced above shall remain unchanged and in full force and effect.
5. This First Amendment and the Original Lease, together with any attachments thereto, constitute the entire understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
6. This First Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this First Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date:

LESSOR

Date: _____

By: _____
Roberta Nuckols, Trustee of the Roberta

Carvalho Nuckols Trust dated February 13, 2020

CITY OF ESCONDIDO

Date: _____

Dane White
Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
M. DARE DELANO, 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

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)

Lessor



STAFF REPORT

November 4, 2026
File Number 0470-20

SUBJECT

APPROVE PURCHASE OF 120 POLICE DEPARTMENT LAPTOPS AND AUTHORIZE BUDGET ADJUSTMENT

DEPARTMENT

Information Systems Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-179 authorizing the Information Systems Department to purchase 120 replacement laptops and required accessories for the Police Department and approve the budget adjustment needed to complete the purchase. The replacement aligns with the expected lifecycle of the existing hardware, and the new laptops meet the specifications required for officers to connect to the City's new Computer Aided Dispatch ("CAD") system.

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

Presenter: Robert Van De Hey, Chief Information Officer

ESSENTIAL SERVICE – Yes, internal requirement in support of police services.

COUNCIL PRIORITY – Prioritize Public Safety; Restore Organizational Capacity.

FISCAL ANALYSIS

The FY 2026-27 Police Department General Fund Operating Budget includes \$180,000 for this phase of the project. An additional appropriation of \$270,000 is required to complete the purchase of 120 replacement laptops and required accessories, bringing the total funding for this phase to \$450,000.

PREVIOUS ACTION

During the first phase of the replacement project, the City purchased 60 Police Department laptops in FY 2025-26. The City Council subsequently approved \$180,000 in the FY 2026-27 General Fund Operating Budget for the next phase of police laptop replacements. The current request would authorize the purchase of an additional 120 laptops and the funding needed to complete that phase.

BACKGROUND



CITY *of* ESCONDIDO

STAFF REPORT

The City is transitioning to a new CAD system that requires compatible and reliable field hardware. Information Systems timed this replacement to coincide with the end of the current laptops' expected lifecycle, manufacturer warranty period, and to be in accordance with Escondido Municipal Code sections 10-101 and 10-102. Replacing 120 laptops at this stage will provide the Police Department with equipment that meets the hardware and compatibility requirements of the new CAD platform and will help maintain uninterrupted operations during the transition.

Reliable, CAD-compatible laptops are essential to maintaining field connectivity, supporting timely access to dispatch information, and reducing the risk of equipment failures that could disrupt police operations. The purchase will also support integration with the City's upgraded dispatch technology and the continued delivery of public safety services.

RESOLUTIONS

- a. Resolution No. 2026-179

ATTACHMENTS

- a. Attachment "1"—Budget Adjustment

RESOLUTION NO. 2026-179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF INFORMATION OFFICER, ON BEHALF OF THE CITY, TO PURCHASE 120 REPLACEMENT LAPTOPS AND REQUIRED ACCESSORIES FOR THE POLICE DEPARTMENT IN ACCORDANCE WITH ESCONDIDO MUNICIPAL CODE SECTIONS 10-101 AND 10-102 AND APPROVE THE BUDGET ADJUSTMENT NEEDED TO COMPLETE THE PURCHASE

WHEREAS, the City is transitioning to a new Computer Aided Dispatch ("CAD") system; and

WHEREAS, the system requires compatible and reliable field hardware; and

WHEREAS, the police department's current laptops' have exceeded expected lifecycle and manufacturer warranty period; and

WHEREAS, the new laptops will meet the hardware and compatibility requirements of the new CAD platform.

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

1. That the above recitations are true.
2. That the City Council authorizes the Chief Information Officer, on behalf of the city, to purchase 120 replacement laptops and required accessories for the Police Department.

CITY OF ESCONDIDO

BUDGET ADJUSTMENT REQUEST

Department:	Information Systems
Department Contact:	Robert Van De Hey
City Council Meeting Date: <i>(attach staff report)</i>	November 4, 2026

EXPLANATION OF REQUEST

Reallocate \$180,000 approved in the FY2026/27 operating budget and increase the Network & Systems Administration Internal Service Funds by \$265,000 to complete the replacement of laptops.

BUDGET ADJUSTMENT INFORMATION

Description	Fund	Cost Center	Spend Category	Increase	Decrease
Patrol Laptops	General Fund	Police	Supplies – Minor Office Equipment		180,000
Patrol Laptops	Network & Systems Administration Fund	Network & Systems Administration	Supplies – Minor Office Equipment	180,000	
Patrol Laptops	Network & Systems Administration Fund	Network & Systems Administration	Supplies – Minor Office Equipment	\$270,000	

APPROVALS

Signed by: <i>Robert Van De Hey</i> 341464B18C2441C...	10/26/2026	Signed by: <i>Christina Holmes</i> B56F52D8C10540B...	10/26/2026
DEPARTMENT HEAD	DATE	FINANCE	DATE



STAFF REPORT

November 4, 2026

File Number 0600-10; A-3628-1

SUBJECT

FIRST AMENDMENT TO THE WORKDAY CONTINUOUS VALUE SERVICES (CVS) AGREEMENT WITH COLLABORATIVE SOLUTIONS, LLC

DEPARTMENT

Information Systems

RECOMMENDATION

Request that the City Council adopt Resolution No. 2026-178 authorizing the Mayor, on behalf of the City, to execute a First Amendment to the Workday Continuous Value Services ("CVS") Agreement with Collaborative Solutions, LLC, a Cognizant company, increasing the available support hours and contract compensation through June 30, 2027.

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

Presenter: Robert Van De Hey, Chief Information Officer

ESSENTIAL SERVICE – Yes, 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 – Eliminate Structural Deficit; Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido; Encourage Housing Development

FISCAL ANALYSIS

The current Workday Continuous Value Services ("CVS") Agreement dated March 1, 2026 provides specialized consulting support for the City's Workday enterprise resource planning ("ERP") system through June 30, 2027 ("Contract"). Due to ongoing operational, configuration, reporting, integration, and optimization needs, staff anticipates that the remaining consultant hours available under the current Contract will be insufficient to support the City's needs through the end of the Contract term.

The proposed First Amendment will increase the number of consultant hours and associated contract compensation available under the Contract. Based on preliminary discussions with the vendor, the City anticipates adding approximately 690 hours of U.S.-based consulting services, together with any necessary Engagement Manager hours, to support ongoing operations through June 30, 2027.



CITY of ESCONDIDO

STAFF REPORT

The proposed First Amendment will increase the cumulative Contract amount by approximately **\$122,000**, bringing the total value to **\$244,700**.

The Contract for CVS is accounted for in the annual operating budget, and is split between the General Fund, Water Fund, and Wastewater Funds. The total cost of the proposed First Amendment and additional hours for services is \$122,000. The additional consulting hours will provide continued access to specialized Workday expertise while maximizing the City's investment in the Workday platform.

PREVIOUS ACTION

April 19, 2023: City Council approved a fifteen-year agreement with Workday, Inc. for the City's ERP software platform.

May 10, 2023: City Council approved Resolution No. 2023-56 authorizing the Master Services Agreement with Cognizant Worldwide Limited and its affiliates for implementation of the Workday ERP system.

December 2024: The City transitioned from implementation services to Workday Continuous Value Services (CVS) support through Change Order No. 13.

March 2026: The City entered into a 16-month CVS Lean-On Services Renewal agreement extending support services through June 30, 2027.

BACKGROUND

The City replaced its legacy PeopleSoft Enterprise Resource Planning system with the Workday cloud-based ERP platform following extensive evaluation and procurement activities. Workday became the City's primary system for finance, human resources, payroll, procurement, and related business operations, with the system going live on January 1, 2025.

Following implementation, the City entered into the CVS support Contract. CVS services provide the City with access to specialized Workday consultants who assist staff with troubleshooting, system configuration, reporting, business process changes, integrations, testing, annual Workday releases, and other operational support needs.

As the City continues to expand utilization of Workday and optimize business processes across departments, demand for CVS consulting services has exceeded initial projections. City staff continue to rely on specialized Workday expertise to support ongoing operational needs, implement enhancements, address complex issues, and maximize the value of the City's investment in the Workday platform. As a result, the remaining hours available under the current Contract are anticipated to be exhausted before expiration of the Contract term on June 30, 2027.



CITY *of* ESCONDIDO

STAFF REPORT

The proposed First Amendment will increase the number of consulting hours available under the current agreement, allowing the City to continue receiving functional and technical support through the remainder of the contract term.

According to the vendor's recommendation, the City requires approximately 600 U.S.-based consultant hours, together with associated engagement management services, to support operations through June 30, 2027. The proposed First Amendment will ensure continuity of support while the City continues to mature and optimize its Workday environment.

RESOLUTIONS

- a. Resolution No. 2026-178
- b. Resolution No. 2026-178— Exhibit "A"— CVS Lean-On Change Order

ATTACHMENTS

- a. Attachment "1"—Budget Adjustment

RESOLUTION NO. 2026-178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A FIRST AMENDMENT TO THE AGREEMENT WITH COLLABORATIVE SOLUTIONS, LLC FOR ADDITIONAL CONSULTANT HOURS AND FUNDS FOR WORKDAY CONTINUOUS VALUE SERVICES SUPPORT

WHEREAS, the City continues to utilize Workday as its primary enterprise resource planning ("ERP") platform for financial, payroll, human resources, procurement, and related business operations; and

WHEREAS, the City entered into a Workday Continuous Value Services ("CVS") support agreement dated March 1, 2026 with Collaborative Solutions, LLC to provide specialized consulting, troubleshooting, configuration, reporting, testing, integration, and optimization services for the Workday platform ("Contract"); and

WHEREAS, the City has determined that additional Workday support services are necessary to maintain continuity of operations and provide ongoing technical and functional assistance through the remainder of the current Contract term ending June 30, 2027; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve a First Amendment to the Contract with Collaborative Solutions, LLC to provide additional consultant hours and funding for continued Workday support services.

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 to execute, on behalf of the City, an amendment to the Workday Continuous Value Services Agreement with Collaborative Solutions, LLC for continued Workday support services, in the amount of **\$122,000** which is attached hereto and incorporated into this Resolution as Exhibit "A" and subject to final approval as to form by the City Attorney.



Project Change Order

This Change Order form is used for requesting, documenting and approving changes to the Workday deployment or other applicable service offering, including, but not limited to, changes to the project's Scope, changes for a major configuration element, project timeline/schedule changes, integration specifications changes, addition of resources or any other deliverable change from the originally planned Workday deployment or applicable service offering.

Summary

Client:	City of Escondido
SOW/Project Name:	PROJ_79850- City of Escondido CVS Renewal - 2026
Change Order #:	CO1
Project Manager (Client):	Joanna Axelrod Deputy City Manager
Project Sponsor (Client):	Robert Van De Hey Chief Information Officer
Engagement Manager (CSLLC):	Valery Shawkey Collaborative Solutions, LLC ("CSLLC")
Acceptance Due Date:	28 October 2026
	Other (detail in this request description)
Impact Assessed by:	Valery Shawkey, Anna Macalino, Kim Dowe, Joanna Axelrod, Robert Van De Hey
Priority:	Medium
Billing Project:	Change Order, Bill under the current project
Contract Line Type:	Time & Material
Is new PO# required?	No (No Po number is required)

Request Description

Adding an additional six hundred ninety (690) hours to continue CVS support.

Business Purpose / Reason for Change

This Change Order is needed to add additional funds to the City of Escondido services' lean on budget.

Impact Assessment

Project Activities Affected:	None			
Deliverables Affected:	None			
Project Schedule Impact:	None			
Pricing Matrix	The following is the Pricing Matrix:			
	CSLLC T&M Basis	Hourly Rate	Hours	Total
	Engagement Manager	\$225	25	\$5,625
	CVS Consultant - onshore	\$200	665	\$133,000
	Consulting Services Total		690	\$138,625
	Subtotal			\$138,625
	CSLLC Investment			-\$16,625
	Estimated Expenses			\$0
	Grand Total			\$122,000
	New/Total Revised Contract Value:			
	Original SOW amount: \$122,700			
	CO1: \$122,000			
	Total: \$244,700			

Payment Terms

Time & Materials SOW: This Change Order will be billed monthly on a Time and Materials ("T&M") Basis based on actual usage at the rates set forth in the SOW and as identified in the Pricing Matrix above. Investment will applied as a percentage of monthly invoice.

Assumptions

All Assumptions from the SOW dated 01 March 2026 apply to this Change Order (Attachment 1)

Authorization

City of Escondido Authorization Signature	Collaborative Solutions, LLC Authorization Signature
Name	Name
Job Title	Job Title

Date

Date

Prepared For:
City of Escondido, California

Statement of Work Workday Lean-On Services Support

STATEMENT OF WORK FOR WORKDAY LEAN-ON SERVICES SUPPORT

This Statement of Work ("SOW") is made effective on the 1st day of March 2026 (the "SOW Effective Date") by and between **City of Escondido, California**, a California municipal corporation ("Client"), having its principal place of business at 201 North Broadway, Escondido, CA 92025 and **Collaborative Solutions, LLC**, a Virginia limited liability company ("CSLLC"), an Affiliate of Cognizant Worldwide Limited ("Cognizant"), having its principal place of business at 300 Frank W Burr Boulevard, Suite 36, 6th Floor, Teaneck, NJ 07666 for Services scheduled to begin on March 1, 2026 ("Start Date") and expected to end on June 30, 2027.

This SOW, together with the Agreement, sets out the terms pursuant to which CSLLC will provide certain Services, as further described below. This SOW is being entered into in connection with and subject to the terms and conditions contained in the Master Services Agreement by and between Cognizant and Client dated as of May 10, 2023 (the "Agreement"). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1.0 Scope of Work ("Scope")

1.1 Functionality Scope: Workday On-Demand Services Support

CSLLC will provide support or advisory Services for both planned and unplanned tasks, such as those representative activities listed in the table below, on behalf of Client and covering the generally available Workday functionality license.

Activity	Functionality Scope/Support Activity Detail
Workday Support and Troubleshooting	Assistance with support activities may include, but is not limited to, troubleshooting issues, guidance and other day-to-day activities including assisting the team with support requests.
New Functionality Review	CSLLC reviews new features and functions not yet implemented. CSLLC assists with new functionality reviews, which may include, but are not limited to, support and guidance for making decisions regarding the implementation of new functionality, such as employee/manager self-service, benefits, performance and absence management. CSLLC can also provide sample testing scenarios, if available, or can help support Client in creating new sample test scenarios on an as-requested basis.
Reporting and Integrations	Based on Client requirements, CSLLC may provide technical support including integrations, custom reporting, and business form layouts via the Business Intelligence Reporting Tools (BIRT) framework. Integration assistance may include the configuration and supports the testing of Workday packaged integrations and the development of Client integrations.
Workday Solution Optimization	CSLLC is able to help improve the utilization of Client's Workday solution, as well as Client's experience. Such optimization may include, but is not limited to, updating business processes, revising organization structures, or modifying rules for Workday security, business process, and organization for the full Workday platform.

Activity	Functionality Scope/Support Activity Detail
Knowledge Transfer (“KT”)	As agreed to by Client and CSLLC, CSLLC on-demand support may include KT pertaining to the resolution of an issue and providing insight on how Client may troubleshoot similar issues in the future and advisory support including guidance on new feature sets, impact considerations, and solution guidance.
Organizational Change & Training Post-Production Services	CSLLC offers in-Production Workday customers services related to organizational change management, communications, and training. If requested, this can be a part of the Lean-On Service.

1.2 Engagement Manager

Client will be assigned a CSLLC Engagement Manager (“CSLLC EM”). The CSLLC EM will collaborate with Client to provide the following:

- Project management activities: manage tickets, projects, and workstreams
- Financials and status reporting: mutually agreed upon meeting cadence to discuss current work, upcoming priorities, issues, risks and financials
- Resource planning: managing current resource forecasts and upcoming resource needs
- Contact for issue resolution and escalation

2.0 Support Process

2.1 Ticketing System

Client’s primary contacts will submit all service requests via CSLLC’s ticketing system which will enable involvement by CSLLC support personnel for resolution. Requests will be managed depending upon the type as outlined below.

2.2 GDC Issue Resolution Support for Existing Configuration

As issue requests are received, CSLLC will:

- Provide Tier Zero (0), Tier One (1) & Two (2) support, which will be provided by CSLLC’s Global Delivery Center (“GDC”) located in India and Manila, Philippines. Tier Three (3) and Tier Four (4) support will be provided either regionally in Europe, the Middle East and Africa (EMEA), North America, and Asia-Pacific (APAC) or by CSLLC’s GDC located in India and Manila, Philippines on an as needed basis. Appendix A provides details on the Tier support levels.
- Acknowledge the request within twenty-four (24) hours of Client’s normal business hours. Definition of normal business hours will be mutually agreed upon between Client and the CSLLC EM. If “Severity One (1)” emergency assistance is needed, Client will log a case with Workday. Examples of emergency assistance include a system down issue or business critical function such as payroll not processing correctly. In non-emergency cases where urgent assistance is required, Client will submit a request via the ticketing system indicating the nature of the urgent request and contact the CSLLC EM. The CSLLC EM will work with Client to outline a plan of action to address the urgent issue in a timely manner. This may involve after hours support for Tier Three (3) or Tier Four (4) support, if mutually agreed upon between both Parties. Support ticket requests initiated outside of standard hours of

operation (i.e., Saturday and Sunday) will receive an initial response when the window of standard hours of operation becomes available.

- c. Request details on the configuration impacted, if not already provided.
- d. Determine a plan of action for all standard requests to support resolution of the issue which will be provided within forty-eight (48) hours of issue alert.
- e. Review configuration changes required with Client and request Client's approval to apply fix.
- f. If Client submits a request for assistance outside of the CSLLC ticketing system via any communication mechanism such as email, voice mail, text, or instant message, CSLLC is not subject to standard response times.

2.3 New Configuration Enhancement Requests

As new modification requests are received, CSLLC will:

- a. Receive the modification request in the ticketing system.
- b. Gather information on the requirements and systems involved.
- c. Estimate the Scope of effort.
- d. Request approval from Client, through ticketing system, to begin work via the ticket.
 - If level of effort is expected to exhaust available hours or is estimated to take more than forty (40) hours, a separate Change Order or SOW may be prepared.
 - The CSLLC EM will request resource(s) upon signature of the Change Order and can take up to ten (10) business days from date of signature. Schedule the work with Client as determined between Client's project manager and the CSLLC EM.
- e. Complete configuration and Unit Testing.
- f. Provide the change for End-to-End Testing in Client's Sandbox or Implementation tenant. CSLLC can assist with providing testing guidance, if requested.

3.0 Services and Responsibilities

This section identifies the Services to be performed by CSLLC and the responsibilities of Client.

Stage	CSLLC Services	Client Responsibilities
Support Services	<ul style="list-style-type: none"> Manage the work plan for support requests as identified in Section 1.1 Update the Client roadmap for planned support needs Participate in project status meeting in a time agreed upon by the CSLLC EM and Client Conduct weekly workstream meetings between CSLLC functional/technical consultants and Subject Matter Experts ("SMEs"), on an as-needed basis Provide KT documents, on an as-requested basis 	<ul style="list-style-type: none"> Manage the tenant management strategy Inform CSLLC of changes to the tenant management strategy Inform CSLLC of tenant refreshes two (2) weeks prior to scheduled date Provide input to the work plan Provide input into the Client roadmap Participate in weekly project and workstream meetings

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> Prepare, reconcile, and provide financial summaries to Client Support Client's project manager with issue resolution, and additional resourcing requests for unplanned needs Provide engagement artifacts Providing guidance in developing high level deployment plan(s), as requested Provide sign-off documents, as required for support requests 	<ul style="list-style-type: none"> Provide SMEs for support requests Provide requirements for any support request Review and sign off on initial functional or technical design changes Define and document test plan and test scenarios (End-to-End and Regression) Create/maintain defect tracking log Execution of all test scenarios (End-to-End and Regression) Manage and sign off on all test results (End-to-End and Regression) Conduct Sandbox and Production migrations of configuration, unless requested in writing in advance per Section 2.2 Conduct change management Sign off on any support request

4.0 Project Schedule

Timeline	CSLLC Services
Estimated Start Date	March 1, 2026
Estimated End Date	June 30, 2027

5.0 Assumptions & Dependencies

The Services, labor estimates, and Pricing presented in this SOW are dependent on the following assumptions being true:

- Client timely completes each item listed as a Client responsibility in Section 3.0.
- Client is responsible for providing timely responses to case(s) which have the status "Waiting on Client" and/or "Waiting on Third-Party." If there is no response from Client on "Waiting on Client" and/or "Waiting on Third-Party" case(s) within the ticketing system for more than thirty (30) calendar days, such case(s) will be closed.
- Client will provide applicable SMEs in Client's business processes, functional leads, and technical lead resources with whom to collaborate during the engagement.
- Client will have the necessary project and executive management support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously.

- e. Services will be provided during the normal business hours agreed upon between Client and the CSLLC EM and will be as closely aligned to Client's time zone as possible. Off-hours support can be provided and pre-scheduled in advance.
- f. CSLLC resources will provide their own laptops.
- g. Unless otherwise agreed by CSLLC's internal security organization, the Client shall use CSLLC's secure transfer site for the secure exchange of sensitive employee data with the CSLLC support personnel. Client will agree to limit use for data conversion or production support purposes only for the duration of the activities required. CSLLC will inactivate the secure transfer site within thirty (30) days after the support activities are completed. Client will not use CSLLC's site for the transmission of any integration files for third-party vendors. CSLLC is not responsible for back up, archiving, or maintenance of files stored on the secure transfer site.
- h. If needed, CSLLC can provide Client access to its SharePoint site to maintain non-sensitive project artifact data for project or engagement support activities only. The CSLLC EM will provide access to assigned project team members employed by CSLLC.
- i. If a data migration requires iLoad support by CSLLC, Client agrees that a tenant lockout will be performed.
- j. Client will provide CSLLC consultants with implementer access in Production, Sandbox, and Implementation tenants in a timely manner. Any Client delays will impact issue resolution times as identified in Section 2.2.
- k. Client will be solely responsible for testing and any Move-to-Production activities, which shall include configuration, business processes, data, reports and integrations. Client will provide written acceptance of test results to CSLLC prior to any Move-to-Production.
- l. In the event CSLLC is required to assist Client with Move-to-Production activities, Client will provide written approval prior to Client's Move-to-Production activities. Upon completion of Move-to-Production activities, Client will verify Production results and shall be solely responsible for Production accuracy. Client shall provide written acceptance to CSLLC after such Move-to-Production activities have been completed.

6.0 Term and Termination

- a. This SOW shall commence on the Start Date identified above and shall continue through June 30, 2027 (the "Term"), unless terminated sooner pursuant to the Agreement.

7.0 Pricing: Lean-On T&M

- a. CSLLC will invoice and Client shall compensate CSLLC on a Time and Materials Basis ("T&M Basis") based upon the hourly rates set forth in the table below for Services rendered and expenses incurred on a monthly basis. Invoices will be paid subject to the terms and conditions of the Agreement. Total estimated cost of the engagement is listed in the table below:

CSLLC T&M Basis	Hourly Rate	Hours	Total Cost
Engagement Manager	\$225	108	\$24,300
CVS Consultant	\$200	420	\$84,000
CVS Consultant - Global	\$80	180	\$14,400
Total		708	\$122,700
Estimated Expenses			\$0
Grand Total			\$122,700

- b. CSLLC will assign Client to a team support model comprised of CSLLC cross-functional and technical consultants with a built-in redundancy/backup. The team will support the areas outlined in this SOW.
- c. Any Services provided beyond the Scope of this SOW must be approved by Client pursuant to a Change Order.
- d. Any and all fees associated with Client's e-invoicing, portal, or payment solution will be the responsibility of Client without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.
- e. Invoices will be emailed to the following addresses wendy.anderson@escondido.gov and accountspayable@escondido.gov.

Any other mailed correspondence will be delivered as follows:

City of Escondido, California
 Attn: Information Systems
 201 North Broadway
 Escondido, CA 92025

- f. Client will provide to CSLLC the Purchase Order Number ("PO#") created in connection with this SOW promptly following signature by the Parties and a copy of the PO# will be sent to accounts-receivable@collaborativesolutions.com.

8.0 Expenses

It is expected Services will be provided primarily on a remote basis. If travel is required, all reasonable travel expenses incurred by CSLLC related to the performance of the Services defined herein, shall be invoiced to Client. All such travel will comply with CSLLC's Travel and Expense Policy, which shall be made available to Client upon request. All fees or penalties incurred due to cancellations or changes of travel at Client's request shall be invoiced to Client.

9.0 Signatures

IN WITNESS WHEREOF, the Parties have duly executed this SOW by their respective authorized representatives as of the SOW Effective Date.

Collaborative Solutions, LLC

City of Escondido, California

Susan Guerra

Susan Guerra (Feb 19, 2026 06:59:21 PST)

Authorized Signature

Sean McGlynn

Sean McGlynn (Feb 24, 2026 08:14:27 PST)

Authorized Signature

Susan Guerra

Name

Sean McGlynn

Name

Workday Global Practice Leader

Job Title

City Manager

Job Title

02/19/2026

Date

02/24/2026

Date

Appendix A – GDC Support Levels and Location

Tier Requests/Examples			
Tier	Group Responsible	Definition	Examples
0	Global Delivery Center (GDC)	Ticket Monitoring	<ul style="list-style-type: none"> • Ticket Intake Monitoring • Ticket Triaging
1 - 2	Global Delivery Center (GDC)	How-Tos Transactions	<ul style="list-style-type: none"> • How to Reassign a Task • How to Create a Settlement Run • How to Print Checks • Enterprise Interface Builder (EIB) Loads • Create/update/inactivate project/cost center/worktag, etc. • Running Integrations • Integration issue investigation
3	Global Squad	Advanced Requests	<ul style="list-style-type: none"> • Change to Business Process (BP) configuration, alerts, routing, roles • New configuration/Configuration changes • Update of existing integration for additional use cases • Annual Event support
4	Global Squad	Scope and/or Financial Impact	<ul style="list-style-type: none"> • Scoping forty or more (40+) hour Client requests • Level of Effort requests • SOW requests • Demos 

Note: The location of support using CSLLC's GDC or Global Squad will be determined by the level of complexity of the issue based upon the assessment of the CSLLC consultant in charge of triaging and servicing the ticket regardless of Tier level.

CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Department:	Information Systems
Department Contact:	Robert Van De Hey
City Council Meeting Date: (attach staff report)	11/04/2026

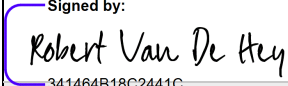
EXPLANATION OF REQUEST

Additional funding is requested for the amendment of the Workday Continuous Value Services (CVS) agreement with Collaborative Solutions, LLC for the additional support hours. The contract is funded by the General Fund, Water Fund, and Wastewater Fund
--

BUDGET ADJUSTMENT INFORMATION

Description	Fund	Cost Center	Spend Category	Increase	Decrease
Workday CVS Support Contract	General Fund	Non-Departmental	Professional Services	\$122,000	
Available Fund Balance	General Fund (78%)	-	-		\$95,160
Available Fund Balance	Water Fund (11%)				\$13,420
Available Fund Balance	Wastewater Fund (11%)				\$13,420

APPROVALS

Signed by:  341464B18C2441C...				10/23/2026	
DEPARTMENT HEAD		DATE	FINANCE		DATE

ORDINANCE NO. 2026-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADDING A NEW ARTICLE 81 TO CHAPTER 33 OF THE ESCONDIDO MUNICIPAL CODE TO IMPLEMENT SENATE BILL 79 (2025), CODIFIED AT GOVERNMENT CODE SECTIONS 65912.155 THROUGH 65912.162, INCLUSIVE, BY ESTABLISHING A TRANSIT-ORIENTED DEVELOPMENT OVERLAY ZONE, ADOPTING THE TRANSIT-ORIENTED DEVELOPMENT OVERLAY ZONE MAP AND RELATED PARCEL INVENTORIES, APPLYING THE OVERLAY ZONE TO PARCELS SUBJECT TO SENATE BILL 79, EXEMPTING CERTAIN PARCELS AS ALLOWED BY LAW, PHASING IMPLEMENTATION FOR CERTAIN PARCELS AS ALLOWED BY LAW, ESTABLISHING OBJECTIVE DEVELOPMENT STANDARDS FOR TRANSIT-ORIENTED HOUSING DEVELOPMENTS, DETERMINING THAT ADOPTION OF THE ORDINANCE IS NOT A PROJECT FOR PURPOSES OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND AUTHORIZING STAFF TO SUBMIT THE ENACTED ORDINANCE TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CASE NO.: PL26-0140

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

SECTION 1. The City Council makes the following findings:

WHEREAS, the Legislature of the State of California has, in Article XI, Section 7 of the California Constitution, conferred upon local governments the authority to adopt regulations to protect and promote the public health, safety and general welfare of its citizens; and

WHEREAS, on October 10, 2025, California Governor Gavin Newsom signed Senate Bill 79 ("SB 79") into law, amending Division 1 of Title 7 of the California Government Code to add Chapter 4.1.5, commencing with Section 65912.155. The law became effective on July 1, 2026; and

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

ORDINANCE NO. 2026-19

AN EXTENSION OF AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858, CONTINUING A MORATORIUM FOR TEN (10) MONTHS AND FIFTEEN (15) DAYS ON THE ESTABLISHMENT, EXPANSION, OR INTENSIFICATION OF DATA CENTERS AND OTHER SIMILAR HIGH-INTENSITY COMPUTING USES WITHIN THE CITY OF ESCONDIDO; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

WHEREAS, the City of Escondido, California, ("City") is a general law municipal corporation, duly organized and operating under the constitution and laws of the State of California, with the authority to adopt and enforce land use regulations within its boundaries pursuant to its constitutional police powers and the Planning and Zoning Law; and

WHEREAS, on June 7, 2023, the City adopted its Comprehensive Economic Development Strategy (2023-2028) ("CEDS") which identified and established, among other things, Fundamental 3 – Actively Maximize Value of Land, which found that "it is crucial that land is put to its best use. Inefficient land use, such as static storage for goods or cars should be discouraged. Land that is zoned for housing (Fundamental 1) should do just that, and land that is zoned for creating jobs (Fundamental 2) should do that... [L]and-scarce Escondido [should] get more people and jobs out of every acre." CEDS at p. 56); and

WHEREAS, neighboring jurisdictions have received, and the City reasonably anticipates receiving, applications, pre-applications, inquiries, and expressions of interest for the development of data centers and other similar high-intensity computing uses within the City; and

WHEREAS, in general, a "data center" is a physical building or facility that houses and supports the operation of computer servers, networking equipment, or similar electronic equipment and

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



STAFF REPORT

November 4, 2026
File Number 0430-20

SUBJECT

AMERICAN RESCUE PLAN ACT FINAL REPORT

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council receive and file the final report on the American Rescue Plan Act (“ARPA”) funds.

Staff Recommendation: Receive and File (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE – Yes, 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 – Be Business Friendly; Build Trust and Accountability; Drive Community and Land Development; Financial Stewardship; Prioritize Public Safety

FISCAL ANALYSIS

The American Rescue Plan Act provided the City of Escondido (“City”) one-time funding of \$38,808,509 to cover expenses in response to the COVID-19 pandemic, make up for lost revenue, and ease the overall economic impact from the pandemic. Funds may only be used for project costs initiated on or after March 3, 2021, and must qualify within one of the eligible expenditure categories detailed below. All funds must be obligated by December 31, 2024 and fully spent by December 31, 2026.

PREVIOUS ACTION

On April 7, 2021, the City Council received an update on the American Rescue Plan Act and provided preliminary policy comments on the allocation of funds.

On September 29, 2021, the City Council adopted Resolution No. 2021-146 and approved a budget adjustment allocating \$22,808,509 based on the initial guidelines established by the Treasury Department.



CITY of ESCONDIDO

STAFF REPORT

On April 20, 2022, staff provided an update on the ARPA funded projects and requested City Council feedback for allocating the remaining funds.

On December 7, 2022, staff provided an update on the ARPA funded projects and City Council approved budget adjustment to: 1) add additional funding for parks projects that totaled \$2,410,000; 2) reallocate funds of \$1,086 that were remaining from the purchase of ambulance gurneys; and 3) reallocate \$3,200,000 for the Enterprise Resource Planning software (“ERP”) project, and utilize FY2021/22 available General Fund resources as a funding source.

On June 7, 2023, staff provided the FY2023/24 operating budget workshop which presented the projected General Fund budget deficit and provided scenarios for the programs and services to consider for elimination when all available one-time funds and reserve balances are depleted.

On June 14, 2023, staff provided an update on the ARPA funded projects and City Council approved a budget adjustment of \$781,957 to: 1) close the CPTED Business Improvement grant program due to low response rate and reallocate unused funding to the available balance; 2) return unused funds from the Technology Upgrades project; and 3) move the remaining balance of the Economic Revitalization Project into a new project number dedicated to the Website Development Project for easier tracking and grant compliance.

On September 27, 2023, City Council participated in a Visioning and Structural Deficit Strategy Workshop where they identified the City’s Essential Services, Council Priorities, and provided direction on revenue options for staff to investigate.

On January 31, 2024, City Council approved a spending plan for the remainder of ARPA Funds that prioritized the City Council priorities identified at the September 2023 workshop, depressed future obligations to the General Fund in an effort to achieve financial sustainability, and provided a path to accomplish all of the projects identified previously by the City Council while addressing changes to the rules associated with the obligation and expenditure of ARPA Funds.

BACKGROUND

On March 11, 2021, the American Rescue Plan Act of 2021 was signed into law, which contains \$1.9 trillion in overall national spending to support COVID relief and economic recovery efforts. ARPA provides a \$350 billion allocation of Coronavirus State & Local Fiscal Recovery Funds (“CSLFRF”) to state, local, territorial, and tribal governments. Within the guidelines of ARPA, the City of Escondido was categorized as a Metropolitan City and was allocated \$38,808,509. Funds may only be used for project costs initiated on or after March 3, 2021, and must qualify within one of five eligible expenditure categories. All funds must be encumbered by December 31, 2024 and fully spent by December 31, 2026.



CITY of ESCONDIDO

STAFF REPORT

The Treasury identified the following five eligible categories of expenditures:

- Support public health expenditures;
- Address negative economic impacts caused by the public health emergency;
- Replace lost public sector revenue;
- Provide premium pay for essential workers;
- Invest in water, sewer, and broadband infrastructure.

Since the distribution of funds in 2021, City Council approved more than 24 unique projects prioritizing those that provide long-term benefits citywide and to those impacted by COVID-19. The projects include resources that have supported the public health response, funding to promote and stimulate economic growth and enhance the financial stability of the City, as well as programs that supported the nonprofit and local business community.

All funds were fully obligated before December 31, 2024 in compliance with the Treasury Department's Final Rule and as of September 2026, all funds have been fully spent. A detailed report on each ARPA funded project is provided in Attachment "1".

ATTACHMENTS

- a. Attachment "1" – American Rescue Plan Act Final Report

American Rescue Plan Act Final Report

On March 11, 2021, the American Rescue Plan Act of 2021 ("ARPA") was signed into law, which contains \$1.9 trillion in overall national spending to support COVID relief and economic recovery efforts. ARPA provides a \$350 billion allocation of Coronavirus State & Local Fiscal Recovery Funds ("CSLFRF") to state, local, territorial, and tribal governments. Within the guidelines of ARPA, the City of Escondido was categorized as a Metropolitan City and was allocated \$38,808,509. Funds may only be used for project costs initiated on or after March 3, 2021, and must qualify within one of the eligible expenditure categories detailed below. All funds must be obligated by December 31, 2024 and fully spent by December 31, 2026.

The Treasury identified the following five eligible categories of expenditures:

- Support public health expenditures;
- Address negative economic impacts caused by the public health emergency;
- Replace lost public sector revenue;
- Provide premium pay for essential workers;
- Invest in water, sewer, and broadband infrastructure.

Since the distribution of funds in July 2021, the City Council approved 24 unique projects prioritizing those that provide long-term benefits citywide and to those most impacted by COVID-19. The projects include resources that have supported the public health response, funding to promote and stimulate economic growth and enhance the financial stability of the City, as well as programs that supported the nonprofit and local business community. All projects have been completed, and funds are fully spent as of September 2026. The following report details each ARPA funded project.

ADA Vehicle: \$61,272

Funds were used to purchase an ADA vehicle for transporting mobility-limited seniors to the nutrition program. As a result of the pandemic, there are less transportation providers with ADA-accessible vehicles. The vehicle, equipped with chair lift, was put into service in April 2023. Since then, staff have been able to provide transportation services to five seniors that were previously on a waitlist, due to the current transportation provider not having accessible vehicles that can accommodate wheelchairs. In addition to these seniors, staff are also providing transportation to several seniors who live in surrounding apartment complexes, providing safe transportation for those who cross the busy intersection of Park Avenue and Broadway.

Ambulance Gurneys: \$228,914

Project funds were used to replace the City's current inventory of 15 ambulance gurneys. The gurneys were reaching the end of their useful life and the manufacturer will be discontinuing these models. Ambulance gurneys are essential for the care, comfort and transportation of patients, including those experiencing flu like symptoms and COVID-19. Replacing the current inventory with new models provided technological updates and safety features that will benefit patients and the ambulance crew. The gurneys were received and placed in service in June 2022.

Broadband Infrastructure: \$97,054

Funds were used to prepare a comprehensive study to identify areas that lack broadband and strategies to address those weaknesses and improve connectivity and digital equity in disadvantaged neighborhoods.

American Rescue Plan Act Final Report

Following a successful competitive proposal process, the City selected a consultant to partner with staff on a year-long, community-wide Digital Opportunity Study. The purpose of the study was to better understand the local digital divide, identify barriers to internet access and technology use, and develop solutions to support residents who face challenges in accessing and utilizing digital resources. With support from the consultant, staff has completed the data collection phase of the project. This effort included extensive community engagement to gather input on broadband availability, affordability challenges, and gaps in digital literacy and awareness of available resources. The next phase will focus on developing actionable recommendations and strengthening partnerships with community organizations to advance digital access, improve connectivity, and expand digital resources throughout Escondido.

CPTED & Business Façade Improvements: \$82,911

The CPTED & Business Improvements and Business Façade Improvement grant programs launched in May 2022. Marketing efforts have been made throughout the grant program, including the City's social media channels, City newsletters, and announcements at community meetings. Funding was used to assist 8 business owners with property improvements and/or changes to their property with the goal of managing the surrounding environment through the strategy of Crime Prevention Through Environmental Design (CPTED).

Center for the Arts: \$1,837,330

The COVID-19 pandemic forced the closure of California Center for the Arts, impacting the local community and tourism industry more than most sectors. This resulted in a loss of revenue to the Center and decline in economic activity in Escondido. Funding for the California Center for the Arts was used to encourage tourism and support the local economy, promoting community activity in the downtown area of Escondido. ARPA provided funding to the Center for one fiscal year, beginning July 2024 through June 2025.

Community Non-Profit Grant Program: \$1,500,000

In partnership with the Escondido Community Foundation, the Program provided grants to 117 organizations to adopt safer operating procedures, sustain operations during periods of closure, and mitigate financial hardship resulting from the COVID-19 public health emergency. The Escondido Community Foundation gave a presentation to the City Council on 11, 2023

COVID-19 City Expenses: \$35,595

Funds were used for the purchase of personal protective equipment (PPE) needs, enforcement of public health efforts, public communication efforts, investments in public facilities to meet pandemic operational needs, and payroll costs for employees primarily dedicated to the COVID-19 response.

Dispatch Center Upgrades: \$499,395

Of the eleven consoles in the dispatch center, four of them were not equipped with police and fire radio equipment. Operationally this limited the city's ability to provide adequate social distancing of on-duty dispatch personnel. Adding radio equipment to the four consoles improved the preparation necessary to manage the health of our dispatch workforce, maintain public safety services in response to COVID-19, and improve our readiness to manage large events and disasters in Escondido. The equipment was fully received and operational in April 2023.

Downtown Business Support: \$592,605

The tourism industry and local business community were severely impacted by the COVID-19 public health emergency. Since the onset of the pandemic, there has been a significant increase in demand for public outdoor spaces. Funds were used to support the downtown businesses on Grand Ave by supporting holiday events including the installation, maintenance, and removal of holiday lighting and décor

American Rescue Plan Act Final Report

throughout Downtown Escondido and surrounding areas, as well as downtown activation activities such as a roller rink, street performances, and community gatherings, social media contract, and other support to ensure the economic recovery of downtown. These activities were completed in December 2025.

Economic Development University of CA Agricultural and Natural Resources Department: \$115,000

Funding was utilized to support a partnership with the University of CA Agricultural and Natural Resources Department to conduct a feasibility study examining the local market for agriculture, agriculture technology, workforce needs, and global trends that would impact the development of a local ag tech center for excellence here in Escondido. Agriculture and AgTech is a priority industry in the Council-adopted Comprehensive Economic Development Strategy for the City. Agriculture and Technology companies contribute over \$630M to our economy as measured in gross regional product.

Economic Revitalization, Development, and Tourism Programs: \$228,163

Funding was used to expedite and accelerate the City's and business community's economic recovery by supporting economic development activities and consultant expenses needed for various redevelopment efforts. This has included economic development branding and event presence to increase City brand recognition. Funds were also utilized to restart Visit Escondido, the City's tourism program.

El Caballo Park Environmental Review: \$200,000

Funds were used to engage with a consultant to complete the environmental document based on the existing draft park master plan. The El Caballo Park Master Plan is intended to provide a framework for future improvements to existing El Caballo Park, an empty lot north of Beven Drive, and an area adjacent Mayflower Dog Park. It is intended to provide recreational facilities that would attract a mix of users such as the Charros Association, horse riders, dog lovers, therapeutic equestrian groups, residents and visitors, businesses, educational institutions, and charitable organizations. The proposed park improvements would ultimately provide a central, open, passive recreational lawn area surrounded by a variety of natural play opportunities, picnic groves, an equestrian center, and a pedestrian path linking Mayflower Dog Park with El Caballo Park to facilitate improved access and create one cohesive park. Additionally, the Project would naturalize Escondido Creek within the park boundary, providing improvements to change the channel from a concrete channel to a vegetated channel. The Draft Mitigated Negative Declaration went out for public review between April 9 and May 8, 2026. The Final Mitigated Negative Declaration and the El Caballo Park Master Plan are scheduled to be brought before decisionmakers in late 2026.

Escondido Creek Trail: \$2,200,000

ARPA Funds were used to support the Escondido Creek Trail project, which improves public access citywide by connecting the Escondido Creek Trail to certain access points in the community. A community celebration for the completion of the Creek Trail was held in August 2026.

Futsal at Washington Park: \$345,657

A survey was conducted in January 2021 to determine how and what amenities people use at Washington Park, as well as to gauge the level of support for converting two tennis courts to Futsal courts. There was an overwhelmingly positive response for the installation of futsal courts. This project converted two tennis courts at Washington Park to two Futsal Courts. This includes materials, installation, project management, and contingencies. The project was completed February 2024

Grand Avenue Streetscape Improvements: \$9,806,650

American Rescue Plan Act Final Report

This project is designed to help alleviate the economic hardships caused by the pandemic and speed the recovery of the particularly hard-hit hospitality sector through permanent expansion of outdoor dining areas into public spaces along Grand Avenue. The project builds upon the grant-funded phase I improvements by expanding sidewalks into street and parking areas on Grand Avenue between Maple and Juniper. To maximize the area available for outdoor dining and enhance walkability, a roundabout at Broadway and Grand was constructed to calm traffic and minimize potential conflicts between vehicles and pedestrians. This phase of the project was completed June 2025.

Kit Carson Amphitheater: \$215,368

The amphitheater located within Kit Carson Park is a full-service performance venue with outdoor setting that serves as an ideal location for a variety of outdoor performances and unique special events. Accessible public event space has been an essential component of responding to the pandemic. Funds were used to make improvements to the amphitheater including the dressing rooms, actor restrooms, and stage, which will expand the current use of the facility in order to promote outdoor recreation and socialization activities to mitigate the spread of COVID-19. Improvements were completed in September 2023.

Library Services: \$6,156,610

Libraries have been at the forefront of keeping communities connected during the COVID-19 pandemic, and continue to play key roles in addressing education, employment, and health needs during the ongoing recovery. Library services are necessary to meet the ever-growing needs of the community during the recovery as well as support the many programs and grants coming forward during that time. In addition, the assistance provides entry level clerical and public service jobs to our community, especially in the Qualified Census Tract, that provides the experience to open up future opportunities. ARPA provided library funding for services for two fiscal years, beginning July 2024 through June 2026.

Premium Pay: \$1,348,000

California Government Code, Title I, Section 3100 declares all government employees "Disaster Service Workers" who can be called upon in any emergency. During the pandemic, city employees were called on to respond in both their normal work duties and a variety of activities that are outside of their normal duties (e.g., food distribution, COVID testing and vaccination scheduling and site management). The City's Essential Worker Stipend of \$2,000 per employee was allocated in FY2023/24 to recognize workers performing essential duties during this public health emergency.

Public Access Improvements: \$1,634,556

This project improved public access citywide by performing sidewalk repairs focused around our parks, schools, and commercial corridors. The City Council awarded the Phase I Street Maintenance project on November 16, 2022. The annual project expanded to include an additional 0.5-miles of sidewalk repair in areas targeted for ARPA funding \$580,000, including segments of Ash Street, Lincoln Avenue, Midway Drive, Mission Avenue, Rose Street, Citrus Avenue and East Valley Parkway.

Reidy Creek Equipment: \$449,512

With the onset of the pandemic, there has been a significant increase in demand for public outdoor spaces and golf has enjoyed an almost-unprecedented surge in popularity. Funding was used to purchase critical equipment needed to improve the conditions of the greens at the Course. This included a bunker rake, tractor, utility vehicle greens mower, turf sprayer, and broadcast topdress. All equipment was received as of September 2025.

Replace Public Sector Lost Revenue: \$10,000,000

The City elected to utilize the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds revenue replacement provision and standard deduction of \$10 million, which permits local governments to

American Rescue Plan Act Final Report

claim lost revenue resulting from the COVID-19 pandemic and use those funds for general government services. Consistent with U.S. Department of the Treasury guidance, expenditures funded under the revenue replacement category may support services traditionally provided by local governments. The proposed use of ARPA funds is eligible because it supports ongoing governmental operations and public services and is consistent with Treasury's allowable use provisions for revenue replacement funds.

Ryan Park LED Lighting Retrofit: \$675,000

There are eight fields at Ryan Park, five of which are lit. In 2021, funding for Ryan Park Field Expansion and Lighting Project was approved using Park Development Fees through the Capital Improvement Program budget. To supplement the previously approved Capital project at Ryan Park, this ARPA project was used to retrofit the existing inefficient, expensive halide lights on the remaining fields to LED, so that they are consistent with the new lights being installed. The outcome of these collective projects is that Ryan Park will have eight total fields – seven of them will be lit with energy efficient, cost-effective LEDs. One of those lit fields will be designated for public use only. One field will remain unlit. The project was completed December 2024

Technology Upgrades: \$272,132

The COVID-19 pandemic highlighted the vital role that technology plays in our ability to communicate to the public, ensure critical public safety activities continue, and the necessity of providing online self-serve options to enable customers to access City services. Project funds were allocated to provide the necessary technology upgrades to enable the City to continue responding to the pandemic and provide long-term benefits to customers, businesses, citizens, and City staff. This included new hardware to improve the City's cybersecurity defenses while providing the connectivity, security, and resiliency that the city needs to operate our municipal area network and effectively deliver digital municipal services to our community. Funds were also used to continue to support the implementation of the Cityworks software platform for Development Services to expand online capabilities with the use of two temporary part-time personnel. The ARPA funded portion of this project was completed in December 2023.

Website Project: \$226,785

This project provided resources to improve the City's website and marketing efforts to provide a state-of-the-art web experience designed to grow regional visitation to Escondido and to attract businesses to the city. The updated website enhanced the user experience, simplified content management, and provided improved citizen-centric information and customer service to the community while meeting high standards for design quality and visual appeal. The improved website went live May 2024.



STAFF REPORT

November 4, 2026
File Number 0720-20

SUBJECT

UNCLASSIFIED AND MANAGEMENT SALARY AND BENEFITS PLAN, PART-TIME BENEFIT AND SALARY PLANS, AND FULL-TIME COMPENSATION SCHEDULE

DEPARTMENT

Human Resources

RECOMMENDATION

Request the City Council (1) adopt Resolution No. 2026-180 amending the Part-time Salary Plan and Part-Time Classification and Benefits Plan; and (2) adopt Resolution No. 2026-181 amending the Salary and Benefits Plan for the Unclassified and Management Groups; (3) adopt Resolution No. 2026-182 amending the full-time compensation schedule for all employee groups.

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

Presenter: Jessica Perpetua, Director of Human Resources

ESSENTIAL SERVICE – Yes, internal requirement

COUNCIL PRIORITY –

FISCAL ANALYSIS

All financial impacts related to Resolution Nos. 2026-180, 2026-181, and 2026-182 were addressed in the Fiscal Year 2026-2027 budget which was adopted on June 17, 2026.

PREVIOUS ACTION

The City annually updates the Salary Schedule and Benefits Plan for the Unclassified and Management Salary groups and the Part-Time Benefits and Salary Plan. The Schedule and the Salary Plan are legally required elements of the City's Personnel Rules and Regulations established pursuant to state law and the Escondido Municipal Code.



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

The California Government Code, the California Code of Regulations and the Escondido Municipal Code all require the City to formally maintain a list of all unclassified position titles. For example, the California Code of Regulations requires that, for purposes of determining a retiring member's pension allowance, the pay rate be limited to the amount listed "on a pay schedule that is approved by the governing body." The law also requires that this type of item be adopted as a matter of "current business" by the governing body.

Minimum wage will increase to \$17.40 per hour on January 1, 2027. The Part-Time Salary Plan has been adjusted to meet this requirement, and updates have been made to the Part-Time Classification and Benefits Plan Guidelines. The updated salary plan and Part-Time Classification and Benefits Plan Guidelines are provided in Exhibit "A", Exhibit "B", and Exhibit "C", which are attached to Resolution No. 2026-180.

Because the minimum salary threshold for exempt employees is tied to the state minimum wage, the minimum annual salary required to maintain exempt status will increase to \$72,384 effective January 1, 2027. The updated Salary and Benefits Plan for the Unclassified and Management groups is provided in Exhibit "A", which is attached to Resolution No. 2026-181.

Subdivision (a) of the California Code of Regulations section 570.5 defines the requirements for a publicly available pay schedule used to determine pay rates. Pay rates shall be limited to the amount listed on a pay schedule, which must be duly approved and adopted by the employer's governing body; identify the position title for every employee position; show the pay rate as a single amount of multiple amounts; indicate the time base; be posted at the office of the employer, be immediately accessible and available for public review, or posted on the employer's website; indicate the effective date and date of any revisions; be retained by the employer and available for public inspection for not less than five years; may not reference another document in lieu of disclosing the pay rate. The full-time compensation schedule is outlined in Exhibit "A", which is attached to Resolution No. 2026-182.

RESOLUTIONS

- a. Resolution No. 2026-180
- b. Resolution No. 2026-180— Exhibit "A" — Part-Time Hourly Compensation Plan January 1, 2027
- c. Resolution No. 2026-180— Exhibit "B" —Part-Time Hourly Pay Schedule January 1, 2027
- d. Resolution No. 2026-180— Exhibit "C" —Regular Part-Time and Temporary Employees Classification and Benefits Plan Guidelines
- e. Resolution No. 2026-181



CITY *of* ESCONDIDO

STAFF REPORT

- f. Resolution No. 2026-181– Exhibit “A”—Management and Unclassified Salary and Benefits Plan 2026-2027
- g. Resolution No. 2026-182
- h. Resolution No. 2026-182– Exhibit “A”—Classification and Compensation Plan Effective October 26, 2026

RESOLUTION NO. 2026-180

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA AMENDING SALARY RANGES
FOR PART-TIME UNCLASSIFIED EMPLOYEES

WHEREAS, the compensation for the part-time, unclassified group of City employees is established by the City Council from time to time; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to adopt and amend said salary ranges of the Part-time Hourly Compensation Plan and Part-Time Hourly Pay Schedule.

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 part-time salary ranges, corresponding hourly step rates and part-time classification and benefits plan guidelines are hereby established and amended as set forth in Exhibit "A", Exhibit "B" and Exhibit "C" which are attached and incorporated by this reference.
3. That this Resolution supersedes Resolution No. 2025-166.

PART-TIME HOURLY COMPENSATION PLAN
January 1, 2027

Resolution No. 2026-180
 Exhibit "A"
 Page 1 of 1

Item15.

<p style="text-align: center;">RANGE I 17.40 – 21.73</p> <p>Maintenance Aide I Park Attendant I Parking Enforcement Officer Recreation Leader I Senior Service Aide I</p>	<p style="text-align: center;">RANGE VI 19.69 – 24.59</p> <p>Currently No Classifications</p>
<p style="text-align: center;">RANGE II 17.84 – 22.27</p> <p>Maintenance Aide II Park Attendant II Recreation Leader II Senior Service Aide II</p>	<p style="text-align: center;">RANGE VII 20.18 – 25.20</p> <p>Head Lifeguard</p>
<p style="text-align: center;">RANGE III 18.28 – 22.83</p> <p>Lifeguard Principal Recreation Leader Senior Service Aide III</p>	<p style="text-align: center;">RANGE VIII 20.68 – 25.83</p> <p>Currently No Classifications</p>
<p style="text-align: center;">RANGE IV 18.74 – 23.40</p> <p>Currently No Classifications</p>	<p style="text-align: center;">RANGE IX 21.20 – 26.48</p> <p>Currently No Classifications</p>
<p style="text-align: center;">RANGE V 19.21 – 23.99</p> <p>Water Safety Instructor</p>	<p style="text-align: center;">RANGE X</p> <p>Dept. Head discretion ranging from a minimum of current California minimum wage to a maximum of \$100.00 per hour. Custody Transport Officer Department Specialist Department Specialist / Reserve Maintenance Specialist Patrol Technician Recreation Specialist I Recreation Specialist II Swimming Pool Manager</p>

Maintenance Specialist/Maintenance Trainee	T15	\$20.69 - \$27.73
Ranger Specialist	T22	\$24.59 - \$32.96

PART-TIME HOURLY PAY SCHEDULE

January 1, 2027

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range I - Base Rate	\$17.400000	\$17.835000	\$18.280875	\$18.737897	\$19.206344	\$19.686503	\$20.178665	\$20.683132	\$21.200210	\$21.730216
Range II - Base Rate	\$17.835000	\$18.280875	\$18.737897	\$19.206344	\$19.686503	\$20.178665	\$20.683132	\$21.200210	\$21.730216	\$22.273471
Range III - Base Rate	\$18.280875	\$18.737897	\$19.206344	\$19.686503	\$20.178665	\$20.683132	\$21.200210	\$21.730216	\$22.273471	\$22.830308
Range IV - Base Rate	\$18.737897	\$19.206344	\$19.686503	\$20.178665	\$20.683132	\$21.200210	\$21.730216	\$22.273471	\$22.830308	\$23.401066
Range V - Base Rate	\$19.206344	\$19.686503	\$20.178665	\$20.683132	\$21.200210	\$21.730216	\$22.273471	\$22.830308	\$23.401066	\$23.986092
Range VI - Base Rate	\$19.686503	\$20.178665	\$20.683132	\$21.200210	\$21.730216	\$22.273471	\$22.830308	\$23.401066	\$23.986092	\$24.585744
Range VII - Base Rate	\$20.178665	\$20.683132	\$21.200210	\$21.730216	\$22.273471	\$22.830308	\$23.401066	\$23.986092	\$24.585744	\$25.200388
Range VIII - Base Rate	\$20.683132	\$21.200210	\$21.730216	\$22.273471	\$22.830308	\$23.401066	\$23.986092	\$24.585744	\$25.200388	\$25.830398
Range IX - Base Rate	\$21.200210	\$21.730216	\$22.273471	\$22.830308	\$23.401066	\$23.986092	\$24.585744	\$25.200388	\$25.830398	\$26.476158
Range X - Base Rate	Salary set at Department Head discretion ranging from a minimum of current California minimum wage to a maximum of \$100.00 per hour.									



**REGULAR PART-TIME AND TEMPORARY EMPLOYEES
CLASSIFICATION AND BENEFITS
PLAN GUIDELINES**

Prepared by Human Resources

**CITY OF ESCONDIDO
CLASSIFICATION AND BENEFITS PLAN
REGULAR PART-TIME AND TEMPORARY EMPLOYEES**

1. **REGULAR PART-TIME:** AN EMPLOYEE WHO IS EMPLOYED IN A REGULAR CLASSIFICATION, BUT WORKS A REDUCED SCHEDULE.
 - a. **Reduced Work Schedule/Benefits** - Regular part-time positions should be budgeted in the hiring Department's budget as a regular part-time position of at least 1,040 hours per fiscal year. If the position is budgeted as a full-time position, but the employee works a reduced work schedule, then the employee must complete a Voluntary Reduction in Hours (VRH) Request Form each quarter. The regular part-time position shall be designated as a PT Level 1 position (see Attachment A), and shall be eligible for benefits as stated in the classification's respective Memorandum of Understanding (MOU), or Management and Unclassified Salary and Benefits Plan.
 - b. **Leave Accruals and Specialty Pays** - Leave accruals, including but not limited to, vacation, sick leave, management leave, and holiday credit are based on the ratio of hours scheduled for an average workweek (prorated amounts). Pro-rated sick leave accruals shall not accrue at a rate less than what is required by State Law; AB 1522 (Paid Sick Leave Law). Specialty pays, such as bilingual pay, are also prorated based on hours worked.
 - c. **Merit Increases** - Merit increases for employees in regular part-time positions are based on anniversary dates in the classification. Merit increases for regular part-time employees in management positions are given at the discretion of the Department Head and City Manager.
 - d. **Regular Status** - Regular status is granted only for regular part-time employees in a classified position after successful completion of a probationary period appropriate for the employee's classification; for most miscellaneous classifications, this is the equivalent of twelve months (refer to the appropriate MOU). Employees in unclassified positions remain in an at-will status for the duration of their employment.
 - e. **Seniority** - Seniority may be granted to employees based on the effective date of appointment. This original date of hire will carry over if they are ultimately hired in a full-time capacity.
 - f. **CalPERS Eligibility** - Regular part-time employees are eligible for enrollment in the Public Employees' Retirement System. Employees working more than 1,720 hours receive a full year's service credit. Service credit for employees working less than 1,720 hours per year will be prorated by CalPERS.

2. **TEMPORARY PART-TIME AND SEASONAL:** AN AT-WILL EMPLOYEE TYPICALLY WORKING LESS THAN 1,000 HOURS PER FISCAL YEAR.
- a. **Part-Time Employee Levels and Work Hours** - There are three types of temporary part-time employees (PT Level 2, PT Level 3, and PT Level 4), depending upon hours worked and job classification. Generally, part-time employees may work less than 1,000 hours per fiscal year, or upon City Manager approval, can work up to a maximum of 1,500 hours per fiscal year. Retired CalPERS annuitants cannot exceed 960 hours per fiscal year unless approved by CalPERS. Refer to Attachment A for more information.
 - b. **Salary Upon Hire** - Employees will be required to meet the minimum requirements of the position they are assigned, as determined by Human Resources. Appointments are typically made at Step 1 of the salary schedule. Employees are eligible for merit increases as stated below.
 - c. **Merit Increases** - Applicable to PT Level 2, PT Level 3, PT Level 4, and Retired Annuitants only:
 - Employees will be eligible for a merit increase annually on their anniversary date with department head approval if:
 - They have worked at least 400 hours, **and**
 - It has been at least one year since their last merit increase
 - The maximum annual merit increase an employee is eligible to receive is 5%.
 - Employees who have not worked 400 hours by their anniversary date will be eligible to receive a merit step increase effective the first pay period after they have reached 400 hours. The date for subsequent merit step increases will be one year from the date of the last merit increase provided they have worked an additional 400 hours.
 - Employees who have worked more than one part-time position in a year and have accrued 400 hours between two or more positions, will be evaluated on a case-by-case basis for step increases upon department head approval.
 - d. **Public Agency Retirement Services (PARS) Eligibility** - Temporary part-time and seasonal employees are typically enrolled in PARS. If enrolled in PARS, employee pays the full employee contribution, currently 7.50 percent. Retired annuitants who are receiving CalPERS retirement are not eligible for PARS. Once an employee enrolled in PARS separates from employment, PARS will notify the employee that he/she will be eligible for a distribution of their account funds. When an employee changes employment status to a position covered by another retirement system with the same employer and without a break in service, and is no longer eligible to participate in the PARS plan, the employee is eligible for an In-Service Distribution of their PARS account 24 months after his/her last contribution was made.
 - e. **CalPERS Eligibility** - If a PARS employee reaches or exceeds 1,000 hours during a fiscal year, the employee will be enrolled in CalPERS. All compensable hours are reported to CalPERS, including paid sick leave. Such employee will remain enrolled in CalPERS for the duration of employment with the City, even though they may work less than 1,000 hours during subsequent years of service. The employee pays the full CalPERS employee contribution which is dependent upon the Retirement Tier the employee is enrolled in by CalPERS. Upon enrollment in CalPERS, an employee's contributions would be terminated in PARS.

If an employee who is enrolled in CalPERS terminates employment with the City and withdraws their contributions, it is not necessary to reenroll them in CalPERS upon rehire. Such an employee would be enrolled in PARS. However, if the employee leaves their contributions on deposit with CalPERS at the time of termination and is rehired, they must be reenrolled in CalPERS. Their CalPERS retirement tier will be determined by CalPERS.

- f. **Leave Accruals** - Part-time temporary employees do not receive leave accruals, except as mandated by State Law, AB 1522, Paid Sick Leave Law, effective January 1, 2015 (excludes CalPERS annuitants):

Sick Leave Accruals:

- Employees who work for the City of Escondido for at least 30 days within a year, shall accrue one hour of sick leave for every 30 hours worked.

Sick Leave Use:

- Employees are eligible to use their paid sick leave accrual for the following appropriate purposes:
 - An employee's own diagnosis, care, or treatment of an existing health condition of, or preventive care.
 - Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's family member to include parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, grandparent, or a person who is significant to the employee.
 - To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking.

Department supervisors are responsible for the use and monitoring of sick leave to ensure that sick leave is appropriately used on or after 90 days of employment.

Sick Leave Notice and Verification:

- Supervisors must permit the employee to use paid sick leave upon oral or written request. Supervisors cannot deny an employee the right to use valid paid sick leave or retaliate for using such covered leave. If the need is foreseeable, the employee must give reasonable advance notice, but where the need is unforeseeable the employee shall provide notice as soon as practicable. The employee sick leave notification requirement is stated under the City of Escondido Personnel Rules and Regulations, Rule 14, Section 2, or as required by the employee's Department.
- The verification (doctor's certification) requirement to receive paid sick leave is set forth in Personnel Rule 14, Section 2. Verification can also be required for sick leave use related to domestic violence, sexual assault or stalking.

Abuse of Leave & Excessive Use:

- An employee shall be subject to disciplinary action for abuse of sick leave which is defined as a claim of entitlement to sick leave when the employee does not meet the requirements of appropriate sick leave use as defined above.

- Excessive use of sick leave, tardiness, and failing to use the call-in procedures when absent or tardy, can negatively impact the performance of the employee's work or affect others in the performance of their job. Factors that will be considered in determining whether use of sick leave is excessive include, but are not limited to, the number of absences compared to other employees, whether absenteeism is limited to a finite time period or whether it continues over time, the basis for the absenteeism, and the significance of the impact on the performance of the employee's job or of others.

General Paid Sick Leave Information:

- Sick leave use is paid at the employee's hourly rate (not including overtime premium pay).
 - Upon rehire of a former employee within one year of separation, the employee's previously accrued and unused sick leave balance will be reinstated.
 - Upon changing status from part-time, temporary to a full-time, regular employee, an employee's part-time sick leave balance will carry over.
 - Paid Sick Leave Law does not conflict with the City's application of California's Kin Care Law.
 - Written notice of sick leave is included on the employee's wage statement.
 - Supervisors shall not require an employee to search for or find a replacement worker to cover the days during which the employee used paid sick leave, as a condition of using the leave.
 - Paid sick leave will not be considered hours worked for purposes of overtime calculation.
 - An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement, or other separation from employment with the City.
- g. **CalPERS Post-Retirement Employment** - The following are general requirements of post-retirement employment per the Public Employees' Pension Reform Act of 2013 (PEPRA):
- Retired CalPERS annuitants cannot be hired within 180 days of retirement, with the exception of public safety retirees hired to perform public safety functions. A retiree who receives a Golden Handshake or any other retirement-related incentive is disqualified from any exception and must meet the 180 day wait period.
 - CalPERS retirees should only be hired into retired annuitant designated positions in order to supplement the work of regular staff (extra-help work, special project work, or to perform work in excess of that which regular staff can do). The retiree should have previous work experience and the skill set needed to perform the job duties.
 - CalPERS retirees cannot be hired to fill vacant part-time or regular staff positions **except on an interim basis** during a recruitment to fill the vacant position. There are specific interim appointment provisions that must be adhered to, or the retired annuitant can be subject to mandatory reinstatement by CalPERS.

- CalPERS annuitants can work a maximum of 960 hours per fiscal year, without exception. Retired annuitants cannot “volunteer” hours while employed.
 - A designated retired annuitant appointment must be of a limited duration. Limited duration is an appointment that is not for an indefinite period of time, and is not an appointment to a part-time position. A retired annuitant appointment should have a beginning and end date. **All retired annuitant appointments should not exceed two years unless an exception is made by the City Manager.**
 - Compensation paid to retirees cannot be less than the minimum or exceed the maximum monthly base salary paid to other employees performing comparable duties.
 - CalPERS retired annuitants are not eligible for paid sick leave as stated in 2f. Retirees cannot receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.
 - A retiree who receives unemployment insurance payments for retired annuitant work with any public employer within the previous 12 months is prohibited from retired annuitant work with any CalPERS employer for 12 months.
 - Other provisions as specified by PEPR. Violations of PEPR can result in mandatory reinstatement by CalPERS.
 - The provisions in the section do not apply to retired annuitants who are independent contractors (consultants) as defined by the Internal Revenue Service.
 - Department representatives will need to complete a Retired Annuitant Approval to Hire Form when hiring or extending a retired annuitant’s part-time employment. Completed forms must be submitted to Human Resources for review and approval.
- h. **Voluntary Benefits** - Three voluntary medical expense plans are available to all active part-time employees. Employees can purchase The Hartford supplemental optional benefits at reduced group rates and pay premiums by payroll deduction. These benefits are made available to part-time employees upon hire and during the City’s annual open enrollment process. The City will not make any retro deductions for unpaid premiums. If the City is unable to deduct premiums, the plan will terminate. However, the employee may continue the plan directly with the provider.
- i. **Separated Employees** - Employees who are no longer actively employed with the City shall be terminated (not left in an “inactive” status). If a part-time employee has a break in service of more than 90 days, the employee will undergo a new physical, fingerprinting, and psychological assessment (if required by job assignment).
- j. **Safety Shoe Allowance** - Park Attendant I/II’s receive an annual safety shoe allowance of \$25.00 each January if they are in a paid, active status during the first pay period of the calendar year. Temporary, part-time maintenance employees in the Public Works Department may be reimbursed for the purchase of required footwear up to \$75; and, up to \$150 for temporary, part-time maintenance employees in the Streets and Parks Divisions.

SUMMARY REGULAR PART-TIME AND TEMPORARY POSITION CATEGORIES

POSITION CATEGORY	HOURS	CLASSIFICATION		VACATION, SICK LEAVE, HOLIDAY, HEALTH, LIFE, DENTAL INSURANCE, VOLUNTARY BENEFITS	CalPERS/ PARS	MERIT/STEP INCREASES
		TEMPORARY	REGULAR			
REGULAR PART-TIME	Not less than 20 hours per week, 1,040 hours per year		X	YES - All	CalPERS	YES
TEMPORARY (Includes part-time and seasonal employees.)	An average of 20 hours per week, not to exceed 999 hours for PARS and 1,500 hours for PERS per fiscal year (except for CalPERS retired annuitants; 960 hours per fiscal year)	X		Voluntary Benefits and Sick Leave per AB 1522 (CalPERS retired annuitants excluded from paid sick leave)	PARS* / PERS	YES

*If employee meets or exceeds 1,000 hours in fiscal year, they are removed from PARS and enrolled in CalPERS.

Notes:

All part-time temporary and regular employees also receive Medicare (for employees hired after 4-1-84), Workers' Comp and Unemployment Insurance benefits.

Part-time retiree employees who are receiving CalPERS retirement shall not be eligible for PARS.

Per the Fair Labor Standards Act (FLSA), overtime is mandated when employees work more than a total of 40 hours per week, regardless of the number of PT positions held.

SUMMARY

PAID SICK LEAVE LAW (AB 1522)

Eligible Employees:	Part-time Temporary Employees working 30 or more days for the City of Escondido (excluding CalPERS retired annuitants). While AB 1522 also applies to Full-time and Part-time regular employees, the City's current accrual method provides a more generous benefit (no change to accruals, carryover and use of leave).
Sick Days Accrual:	1 hour for every 30 hours worked
Carryover of Accruals:	Yes
Accrual Cap (Max Balance):	No max accrual
Family Member Definition:	Parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, grandparent, or a person who is significant to the employee.
Use of Paid Sick Leave:	Upon employee's oral or written request. If need is foreseeable, the employee must give reasonable advance notice; where the need is unforeseeable the employee shall provide notice as soon as practicable.
Sick Leave Verification:	Verification (doctor's certification) requirement to receive paid sick leave is set forth in Personnel Rule 14, Section 2. Verification can be required for sick leave use related to domestic violence, sexual assault or stalking.
Rehire of Employee:	Upon rehire of a former employee within one year of separation, the employee's previously accrued and unused sick leave balance will be reinstated.
Replacement Workers:	Supervisors shall not require an employee to search for or find a replacement worker to cover the days during which the employee used paid sick leave, as a condition of using the leave.
Overtime:	Paid sick leave will not be considered hours worked for purposes of overtime calculation.

ATTACHMENT A

PART-TIME EMPLOYEES

There are four basic levels of part-time (PT) employees:

- **PT Level 1: An employee who is employed in a regular classification but works a reduced schedule (includes job share positions, voluntary reduction in hours, alternate work schedules, etc.).** Such employees must be budgeted in their department's budget as a regular position of at least 1,040 hours per fiscal year. PT Level 1 employees shall meet the minimum requirements for the position, are placed in PERS, and shall be eligible for health and other benefits as provided in accordance with the employee's budgeted position, including negotiated salary increases, merit increases (same as full-time regular employees), and prorated leave accruals.
- **PT Level 2: A temporary at-will employee who works 1,000 – 1,500 hours per fiscal year.** Employees may work part-time within a fiscal year (an average of 28 hours per week) **not to exceed 1,500 hours per fiscal year; no exceptions.** These employees are placed in PERS (employee contribution required). PT Level 2 employees are not eligible for benefits other than voluntary The Hartford medical expense plans, or leave accruals except as required by AB 1522, or negotiated salary increases.
- **PT Level 3: A temporary at-will employee working less than 1,000 hours per fiscal year and who is placed in the same classification and salary grade step table as a regular employee.** Employees may work part-time within a fiscal year (an average of 20 hours per week), not to exceed 999 hours per fiscal year. PT Level 3 employees are placed in PARS (employee contribution required), and are not eligible for benefits other than voluntary The Hartford medical expense plans, or leave accruals except as required by AB 1522. These employees receive the same negotiated salary increases as regular employees. PT Level 3 employees typically work less than 1,000 hours per fiscal year. Employees who work 1,000 or more hours per fiscal year (1,500 hours maximum), must be approved by the City Manager and will receive PERS benefits (employee contribution required), and will be placed in PT Level 2.
- **PT Level 4: A temporary at-will employee working less than 1,000 hours per fiscal year.** Employees may work part-time within a fiscal year (an average of 20 hours per week), not to exceed 1,000 hours per fiscal year. These employees are placed in PARS (employee contribution required), and are not eligible for benefits other than voluntary The Hartford medical expense plans, or leave accruals except as required by AB 1522, or negotiated salary increases. PT Level 4 employees who work 1,000 or more hours per fiscal year (1,500 hours maximum) must be approved by the City Manager and will receive PERS benefits (employee contribution required), and will be placed in PT Level 2.

CalPERS Retired Annuitants are designated as PT Level 3/Retired Annuitant – Extra Help, or PT Level 4/Retired Annuitant – Extra Help, depending upon work assignment.

CalPERS Retired Annuitants who are not subject to a limit of 960 hours per fiscal year are designated as PT Retired Annuitant 960-Hour Exempt.

RESOLUTION NO. 2026-181

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA AMENDING AND RE-
ESTABLISHING THE SALARY SCHEDULE FOR THE
UNCLASSIFIED, CLERICAL, TECHNICAL AND
MANAGEMENT GROUPS

WHEREAS, the salary and benefits plan for the unclassified and management groups of City employees is established by the City Council from time to time; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend and re-adopt the salary and benefits plan established by Resolution No. 2025-165.

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 salary and benefits plan is set forth in Exhibit "A," attached and incorporated by this reference, for the management and unclassified clerical technical groups are established.
3. That this Resolution supersedes Resolution No. 2025-165.



**MANAGEMENT AND UNCLASSIFIED
SALARY AND BENEFITS PLAN
2026 – 2027**

**Prepared by:
The Human Resources Department
Effective: November 4, 2026**

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MANAGEMENT AND UCT SALARY AND BENEFITS PLAN

I. INTRODUCTION

This document constitutes the Compensation and Benefits Plan for Management and Unclassified Clerical and Technical (UCT) employees. This Plan shall in no manner be interpreted as a guaranteed or implied contract, and is continually subject to change as a result of City Council and/or City Manager action. For additional information regarding terms and conditions of employment, please refer to specific sections of the City of Escondido Personnel Rules and Regulations that apply to unclassified employees, the City Manager Administrative Directives or contact the Human Resources Department.

Definitions:

Appointing Authority – The person(s) having authority to appoint or remove persons from positions in City service or subordinates to whom this authority is delegated. The appointing authority is usually the City Manager.

Immediate Family – The immediate family shall consist of a member of the employee's immediate family or individuals whose relationship to the employee is that of a dependent or near dependent, member of the immediate household, or a person who is significant to the employee.

Management Employees – Management employees are classifications that are listed on the City's Compensation Plan as MGT (Management), EM (Executive Management), FM (Fire Management), and PM (Police Management). These employees are unclassified and serve at the will of their appointing authority. Management employees can be terminated at any time, with or without advance notice, and with or without cause or right of appeal. Management employees are FLSA exempt.

The EM positions of City Manager and City Attorney report directly to the City Council. The salary and benefits provisions for those positions are established by contract or ordinance; therefore, they are not included in this Salary and Benefits Plan.

Unclassified Clerical and Technical Employees

Classifications that are listed on the City's Compensation Plan as UCT. These employees are unclassified and serve at the will of their appointing authority. UCT employees can be terminated at any time, with or without advance notice, and with or without cause or right of appeal. UCT employees are not FLSA exempt.

II. SALARY

Salary Adjustments:

Management employees are paid on a salary basis versus UCT employees who are paid on an hourly basis.

Merit Increases:

Management – Merit increases are based on job performance and are at the discretion of the employee's appointing authority. All management employees are reviewed and evaluated based on specific job competencies and goals using the City's Performance Evaluation Form.

Competencies are the knowledge, skills, abilities, and behaviors that are essential to the success of each management employee. Goals describe how the employee's contribution aligns with their department goals, objectives and ultimately, with those of the City Council. Goals are established at the beginning of the performance review period, and the employee is evaluated at the end of the period as to how well their assigned tasks were accomplished.

Merit increases result in an adjustment to the employee's base rate of pay.

UCT – Employees are on a seven-step salary plan. Step increases are granted annually based on the date that an employee entered their current classification.

Salary Bands and Ranges:

All salary bands and ranges for Management and UCT classifications are listed on the City's Compensation Plan.

III. EMPLOYEE LEAVES

Donated Leave:

Management and UCT

Employees may donate vacation hours to other employees in need of sick leave based upon the City Manager's approval.

Injury or Illness Leave Without Pay Under FMLA/CFRA:

Management and UCT

In the event of a leave of absence due to injury or illness, all employees who meet the qualifying criteria are eligible for up to twelve weeks of Family Medical leave and California Family Rights leave per calendar year. Employees who are ill for more than seven calendar days must file for disability benefits. The Benefits Division can assist employees with coordinating available leave balances.

Short-Term (STD) & Long-Term (LTD) Disability:

MGT and UCT (Fire and Police Management excluded).

STD – Employee pays 0.610% of salary (7 calendar – day elimination period).

LTD – Employee pays 0.310% of salary (90 calendar – day elimination period).

The STD benefit provides 66.67% of basic weekly earnings and the LTD benefit provides 60% of basic weekly earnings. Upon eligibility, benefits are provided for employees who miss more than seven consecutive calendar days due to illness or injury. Employees are required to file for short-term/long-term disability upon eligibility. Benefits are affected if an employee is off work for more than six months: Vacation, sick leave and holiday compensation will cease to accrue after a six-month period. Medical, Dental, Life and Dependent Life insurances will be paid by the City for a period not to exceed nine months after the twelve-week FMLA/CFRA period has elapsed (total payment of twelve months). Additional benefits may apply and can be explained by the Benefits Division. Fire Management is

provided an LTD benefit through their Association. Management is provided an STD and LTD benefit option through their Association.

Jury Duty and Witness Leave:

Management and UCT

Any employee who is called or required to serve as a trial juror shall be entitled to absent themselves from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid their full salary and any payment received by them from the court for such duty. Employees shall provide their supervisor with a copy of the call to jury duty and other documentary evidence of service as required by the City.

Leave of Absence Without Pay:

Management and UCT

The City Manager may grant employees a leave of absence without pay, seniority, or benefit accruals not to exceed six months. For special educational purposes, however, the City Manager may grant leaves of absence not to exceed one year, without pay, provided such study is related to City employment. When such special educational leave of absence is granted, the employee must agree in writing that they will return to regular, full-time employment with the City for a minimum of one year. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge.

When an employee is in a leave of absence without pay status due to having exhausted all accrued sick leave and vacation credit, their revised hire date or date of promotion for purposes of merit increases, sick leave, and vacation credit, will be the number of working days absent added to

their former hire or promotion date, whenever such leave exceeds 30 consecutive working days. An employee is responsible for the full cost of benefits while on an unpaid leave other than for a disability.

Employees in good standing may, with supervisory permission and five days' prior notice, take time off without pay and without having to exhaust any leave balances. No employee shall exceed ten work days off (two shifts without pay for Fire Battalion Chiefs on a shift schedule) within a calendar month.

In the event of a leave of absence due to injury or illness, an employee must file for disability benefits. The Benefits Division can assist employees with coordinating available leave balances.

Holiday Leave:

Management and UCT (Shift Fire Battalion Chief excluded)

The following 13 holidays are observed (10 Fixed and 3 Floating):

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
(3) Floating Holidays	

When a holiday falls on a Sunday, it is observed on the Monday immediately following. When a holiday falls on a Saturday, it will be observed on the preceding Friday.

Fire Battalion Chief on Shift Only - Holiday Leave is equivalent to Fire Safety Personnel – 11.5 hours/month and is paid as 5.31 hours per pay period.

Holiday Compensation:

UCT

An employee whose regularly scheduled workday or work shift falls on a holiday and who actually works such a holiday

shall receive their regular rate of pay and time and one-half pay for time worked. Employees may request a cash payout of all or any portion each October.

Management and UCT

If the holiday occurs on an employee's normal day off, they have the following two options:

1. Float the holiday hours into their holiday bank to be used as a day off at a later date or cashed out in October.
2. Flex the holiday within the same pay period by taking an additional day off with pay. If an employee flexes an 8-hour holiday to a 9-hour workday, the employee will need to use 1 hour of other leave time.

Management Leave:

Management Only (Police Lieutenants and Fire Battalion Chiefs excluded)

Management employees are exempt from overtime requirements under the Fair Labor Standards Act.

In lieu of overtime compensation, management employees (except Police Lieutenants and Fire Battalion Chiefs – see Overtime) receive management leave as follows:

Assistant City Manager, Deputy City Manager, Dept. Directors, Executive Mgt. – 72 hours/year
Deputy and Division Fire Chief – 63 hours/year
Division Heads, Sr. Mgt., Police Captain, and 40-hour Battalion Chief – 54 hours/year
All other Management Staff – 36 hours/year
Other exceptions, per City Manager

Management Leave is credited on July 1 of each fiscal year. Unused Management Leave will be forfeited at the end of the fiscal year.

Parental Leave:

Employees are eligible for leave without pay as provided under State or Federal laws. All employees who meet the qualifying criteria are eligible for up to twelve weeks of family

medical leave per calendar year and/or twelve weeks of bonding leave. Employees may use accumulated paid leave (floating holiday, vacation, and comp time) and up to 108 hours of sick leave while on leave to care for/bond with a family member.

Military Leave:

Management and UCT

Upon verification of military orders, military leave will be granted in accordance with federal and state law.

Health benefits will be continued for the employee and family. An employee would continue to pay their respective portion of the benefit programs (including any premiums for family coverage), unless benefits are waived.

Reserve Leave:

All personnel hired in an unclassified position prior to July 1, 1991, shall be eligible to accumulate up to 720 hours of reserve leave.

Employees hired or promoted in an unclassified personnel capacity on or after July 1, 1991 will be allowed to accumulate Reserve Leave as follows:

- Exec. Mgt. and designated Sr. Mgt. = 360 hours
- Other Sr. Mgt. and Mid-Mgt. = 240 hours
- All other MGT, UCT, Canal Maintenance Manager/Supervisor = 160 hours

Sick leave hours converted to vacation hours may be transferred to the Reserve Leave Fund account based upon usage during the prior fiscal year, ending June 30.

Vacation hours not to exceed one-half of the annual vacation accrual may be transferred to the Reserve Leave Fund account based upon usage during the prior fiscal year, ending June 30.

Transfers to the Reserve Leave Fund will be elected by the employee in conjunction with notification from Payroll on or about November 1st.

Reserve Leave can only be used after an employee's vacation balance has been exhausted.

Sick Leave/Family Assistance/Bereavement Leave:

Management and UCT

Sick leave shall be earned at the rate 4.15 hours per pay period, or 108 hours per year. (Fire Battalion Chiefs on a day shift are included; Fire Battalion Chiefs on a shift schedule are excluded.)

Fire Battalion Chiefs on Shift accrue 5.54 hours per pay period, or 144 hours per year (same as Fire Safety-56 hrs.).

Sick leave shall be earned from the date of hire and unused sick leave shall be accumulated indefinitely.

Sick leave shall not be considered as an entitlement which employees may use at their discretion, but shall be allowed only in case of necessity, including instances where employees are victims of domestic violence, sexual assault, or stalking (per AB 1522).

Effective July 1, 2025, all employees will be credited twenty-seven (27) hours into a bereavement leave bank annually on July 1. Any unused bereavement leave credit will not carry over to the next fiscal year, has no cash value, and thus cannot be paid out upon separation of employment.

All of an employee's annual accrual of sick leave may be taken when an employee's presence is required elsewhere due to sickness/bereavement for immediate family members. Immediate family consists of a member of the employee's immediate family or individuals whose relationship to the employee is that of a dependent or near dependent, member of the immediate household, or a person who is significant to the employee. Exceptions to exceed the authorized accrual are subject to consideration by the City Manager on a case-by-case basis. In no event shall an employee be granted sick leave time to oversee children who are not ill (baby-sitting).

Sick Leave Conversion:**Management and UCT**

Wellness Leave up to 108 hours per year – an employee may convert sick leave hours to vacation hours based on the following:

108 hours (144 hours for Fire Battalion Chiefs on shift) minus sick leave hours used within the year may be eligible for vacation conversion at a ratio of 2 sick leave hours for 1 hour of vacation. Sick leave conversion occurs once annually, during the sixty days following the end of the fiscal year.

Vacation Leave:**Management and UCT** (Shift Fire Battalion Chief excluded)

Each employee shall accrue vacation leave from the date of hire according to the following schedule:

First 5 years = 100 hours/ year (3.85 hours per pay period)

5 – 10 years of service = 140 hours/ year (5.38 hours per pay period)

10 – 15 years of service = 180 hours/ year (6.92 hours per pay period)

15+ years of service = 220 hours/ year (8.46 hours per pay period)

Plus 24 additional hours of vacation credited each July 1.

New employees may use vacation hours that have been accrued and reflected on their pay statement with approval from their supervisor.

Maximum allowable vacation accrual:

Management =

1-5 years: 372 hrs.

6-10 years: 492 hrs.

11-15 years: 612 hrs.

16+ years: 732 hrs.

UCT =

1-5 years: 248 hrs.

6-10 years: 327 hrs.

11-15 years: 407 hrs.

16+ years: 487 hrs.

Each July and December, management employees may cash-out up to 40 hours of vacation leave, and UCT employees may cash-out up to 24 hours of vacation leave. Employees must maintain a minimum balance of 80 hours of vacation leave after the requested payoff to ensure a sufficient balance to cover future planned time off requests.

Fire Battalion Chief on Shift Only – Vacation leave accruals are equivalent to Fire Safety personnel:

First 5 years of service = 7 shifts (168 hours)

5 – 10 years of service = 9 shifts (216 hours)

10 – 15 years of service = 11 shifts (264 hours)

15+ years of service = 13 shifts (312 hours)

New employees may use vacation hours that have been accrued and reflected on their pay statement with approval from their supervisor.

Maximum allowable vacation accrual for Fire Battalion Chief on shift = 732 hours.

Each July and December, Fire Battalion Chiefs (shift and days) may cash-out up to 40 hours of vacation leave.

IV. BENEFITS & OTHER SPECIAL COMPENSATION

The information described below may not include all details regarding the benefits that are provided to City employees. If there is a discrepancy between this plan booklet and the benefit's formal plan or policy documents, the language within the formal plan or policy will govern.

Automobile Allowance:

Management Only

Assistant City Manager, Deputy City Manager,
Assistant City Attorney - \$450/month
Department Directors - \$425/month

Bilingual Pay (Spanish):**Management and UCT**

\$50 per pay period for verbal bilingual skills. \$25 per pay period for written bilingual skills. Written approval for bilingual pay from the employee's Department Director must be provided to Human Resources.

Cafeteria Plan / Flex Plan Credits:**Management and UCT**

\$100 per month plus 4.0% of monthly salary for benefits.

Executive Management positions receive an additional \$25 per month (in lieu of physical exam) for a total of \$125 per month plus 4.0% of monthly salary.

Callback Overtime:**UCT Only**

Information Systems - Minimum of 2 hours or actual time worked, whichever is greater, at the rate of time and one-half of the employee's base rate of pay for each incident of callback. Mileage reimbursement may apply.

Canal Maintenance Technicians – Minimum of 3 hours or actual time worked, whichever is greater, at the rate of time and one-half of the employee's base rate of pay for each incident of callback.

Certification Pay:

Fire Battalion Chief (Fire Mgt.) – Chief Officer Cert 3% of salary.

Deputy Fire Marshal (UCT) – Fire Prevention Cert \$75 per month.

Compensatory Time:Police Lieutenants and Fire Battalion Chief Only

At the employee's option, overtime may be accrued as compensatory time at the rate of time and one – half (see Overtime provision). The employee may request cash payout of up to a maximum of 80 hours, twice a year consistent with shift change.

UCT Only

At the employee's option, overtime may be accrued as compensatory time at the rate of time and one – half (see Overtime provision). Compensatory time off is subject to the needs of the service and may not be taken without prior approval by the employee's supervisor. UCT employees may accrue a maximum of 100 hours of compensatory time. Each October, the employee may request a cash payout of all or any portion of their compensatory time balance.

Deferred Compensation Plans:Management and UCT

Management and UCT employees may contribute to 457, 401(k) and/or Payroll Roth IRA deferred compensation plans.

Dental Insurance:Management and UCT

The City provides dental insurance coverage. Employees may purchase dental insurance coverage through payroll deduction.

Any PPO or DMO employee only dental insurance premium increase will be shared equally by the City and the employee. The employee's share of dental insurance premium increases will be added to the employee's insurance contribution. The City's contribution is based on the cost share of the employee only premium rate for PPO or DMO dental insurance. Employees choosing more expensive dental coverage levels are required to pay the cost difference between the employee only level and the coverage level selected.

City contribution for PPO and DMO dental insurance can be found on the [Employee Benefit Summary Sheets](#).

Flexible Spending Accounts & Pre-Tax Premiums:

Management and UCT

Employees have the option to contribute to tax-free flexible spending accounts (FSA) for health care and dependent day care as provided by Section 125, plus pre-tax premium benefit.

Annual Minimum of \$240 - both Health & Dependent FSA's

Annual Maximum of \$3,400 - Health FSA

Annual Maximum of \$5,000 - Dependent FSA

Health Insurance:

Management and UCT

The City provides the lowest cost medical plan as recommended by the Health Insurance Committee (HIC). Any medical insurance premium increases will be shared equally by the City and the employee for the lowest cost HMO medical plan. Employees choosing more expensive medical plans are required to pay the increased cost between that plan and the lowest cost plan. The employee's share of any medical insurance premium increases will be added to the employee's insurance contribution. The City's contribution in medical coverage can be found on the [Employee Benefit Summary Sheets](#).

The City will deduct health insurance premiums 24 times a year. Consistent with State law, the City provides registered Domestic Partner benefits and Same Sex marriage benefits.

Waiving Health Insurance

Employees who waive a level of City medical coverage with proof of coverage elsewhere, will receive a \$75 monthly waiver benefit. Employees who fully waive City medical coverage for themselves and eligible dependents, with proof of coverage elsewhere will receive a \$200 monthly waiver benefit. In the event two City employees are married and both employees waive a level of coverage, only one spouse will receive the \$75 monthly waiver.

Life Insurance and AD&D:Management and UCT

Greater of: \$50,000 Life Insurance and \$50,000 AD&D, or Life Insurance of \$25,000 plus one-half annual salary. Same amount for AD&D. Additional \$1,000 dependent life coverage. Supplemental Life Insurance is available at the employee's cost.

Medicare:Management and UCT

Employees hired prior to 4/1/86 that have elected Medicare, and all employees hired after said date:

City pays – 1.45% of salary

Employee pays – 1.45% of salary

Mileage Reimbursement:Management and UCT

When employees travel in their personal vehicle for City business purposes, the City will reimburse mileage at the reimbursement rate allowed by the Internal Revenue Service; however, the total mileage reimbursement cannot exceed the price of a coach airfare ticket to and/or from the same destination.

City officers who receive an automobile allowance are only eligible for mileage reimbursement for travel beyond San Diego, Riverside, San Bernardino, Imperial, Los Angeles, and Orange Counties when their personal vehicle is used in lieu of public transportation. Travel between those designated counties is considered compensated by the auto allowance. Mileage will be reimbursed only up to the lowest cost transportation available.

Out of Class Compensation:Management and UCT

An Out-of-Class assignment is a temporary assignment of a regular employee to an authorized position at a higher level of pay which requires the employee to perform all of the duties of the higher classification. Employees directed to continuously perform duties in a vacant higher-level position

shall be entitled to a salary rate increase at 5% above their regular rate, or the minimum salary of the Out-of-Class position, whichever is greater, commencing after five consecutive work days in the Out-of-Class assignment. For Fire Safety: after any full shift or at least 12 hours of the shift must be worked Out-of-Class; for Police Sworn: in excess of 127.5 hours worked. Compensation will be retroactive to the first day of the Out-of-Class assignment.

Once the initial out-of-class assignment terminates, the five consecutive workday waiting period will be waived for any additional out-of-class assignments that occur within six months provided that the employee is working in the same out-of-class classification regardless of area assignment.

The Department Head shall complete the Out-of-Class Assignment Form and submit to the Human Resources Department that the employee meets the minimum requirements of the higher-level position and is held responsible for performing all of the duties normally associated with the higher-level position without limitation as to difficulty or complexity of assignment. The employee shall also be required to meet standards for satisfactory performance normally required at the higher-level position. Benefits of the higher classification are not available; the employee will continue to receive the benefits of the employee's regular position. All Out-of-Class assignments are limited to a maximum of 960 hours.

Overtime Compensation:

Management employees are exempt from overtime requirements under the Fair Labor Standards Act (FLSA). UCT employees are FLSA non-exempt. However, specific management classes are eligible to receive additional compensation as stated below:

Fire Battalion Chiefs Only

Time and one-half for hours worked in excess of 56 hours (shift) or 40 hours (day shift) per work period.

Time and one-half while on strike team assignments, either strike team leader or strike team leader trainee, or positions within the Incident Command System (ICS)

required to manage an emergency incident (an approved incident overhead position).

Battalion Chiefs backfilling a vacated position assigned to the above incidents will also be paid at time and one-half.

Fire Chief Officers Only

The Chief Officer who responds to a call for automatic or mutual aid incidents (reimbursable incidents only) will receive the hourly reimbursement provided by California Fire Assistance Agreement to the City for the Chief Officer. The City will deduct the portion of reimbursement covering administrative services, workers' compensation, SUI, and vehicle cost. Hours will be calculated on a portal to portal basis as outlined in The California Fire Assistance Agreement.

Fire 40-hour Battalion, Deputy and Division Chiefs Only

With Fire Chief approval, the 40-hour Battalion, Deputy or Division Chief may work down as the shift Battalion Chief when faced with staffing challenges in the rank of Battalion Chief. Deputy or Division Chief will be paid at the maximum Battalion Chief hourly rate when working down as shift Battalion Chief. The 40-hour Fire Battalion Chief will be paid at the shift Battalion Chief hourly rate.

Police Lieutenants Only

Time and one-half for hours worked in excess of 40 hours in a 7-day work period. Police Lieutenants do not receive management leave.

UCT Only

FLSA non-exempt UCT employees are eligible for overtime compensation at time and one-half of their regular rate of pay for all hours worked in excess of 40 hours in a work week. Employees may opt for compensatory time in lieu of overtime payment (see Compensatory Time provision). Payment for overtime compensation shall be made on the first pay date following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular pay date after such computation can be made.

**Police Officer Standard Training Incentive Pay
(P.O.S.T.):****Police Management Only - Monthly**

Advanced POST:	4.25% of base pay
Supervisory POST:	1.00% of base pay
Management POST:	0.50% of base pay

Supervisory POST and Management POST is additional to the Advanced POST certification level held by the incumbent.

Retirement Benefit:

Management and UCT (Fire and Police Management excluded) All employees shall participate in the California Public Employee's Retirement System (CalPERS). The City provides the following:

Misc. Tier I

1. Existing employees
2. Rehired City of Escondido employees who were in Tier I and did not receive a refund
 - 3% @ 60 CalPERS retirement benefit
 - 100% employee paid contribution (currently 8%) on a pre-tax basis.
 - One-year final compensation benefit
 - The compensation limit for classic members for the 2025 calendar year is \$350,000. Employees with membership dates prior to July 1, 1996, are not impacted by these limits.

Misc. Tier II

1. Rehired City of Escondido employees who were in Tier II and did not receive a refund.
2. New employees with no public service hired on or after pay period beginning 12/23/2012 and before 12/31/2012.
3. New employees with reciprocal public service and six months or less of a "break in service" hired after pay period beginning 12/23/2012.

- 2% @ 60 CalPERS retirement benefit
100% employee paid contribution
(currently 7%) on a pre-tax basis.
- Three year final compensation benefit
- Per PEPR, beginning 1/1/18, employer
may unilaterally require employee
contribution rate up to 8% maximum.
- The compensation limit for classic
members for the 2025 calendar year is
\$350,000. Employees with membership
dates prior to July 1, 1996, are not
impacted by these limits.

Misc. Tier III

1. New employees with no public service (becomes
a member of a public retirement system for the
first time) and hired on or after 1/1/2013.
2. New employees with reciprocal public service
and more than a six month "break in service"
hired on or after 1/1/2013.
 - 2% @ 62 CalPERS retirement benefit
 - Employees pay 50/50 split of normal cost,
currently 7.75%, on a pre-tax basis.
 - Three-year final compensation benefit
 - Pensionable compensation – calculated
based on their base pay, defined as
normal monthly rate of pay paid in cash to
similarly situated members in the same
class of employment. Some forms of
compensation will still be included; such as
shift pay. Some forms will be excluded,
such as uniform allowance and bonuses.
 - The compensation limit for new members
for the 2025 calendar year is \$186,096.

Safety – Tier I (Fire and Police Management)

All employees shall participate in the California Public
Employee's Retirement System (CalPERS), as follows:

1. Existing employees
2. Rehired City of Escondido employees who were in
Tier I and did not receive a refund.
 - 3% @ 50 CalPERS retirement benefit

- One-year final compensation benefit
- **Police** – 100% employee paid contribution (currently 9%, on a pre-tax basis)
- **Fire** – 100% employee paid contribution (currently 9%), on a pre-tax basis

Safety – Tier II (Fire and Police Management)

1. Rehired City of Escondido employees who were in Tier II and did not receive a refund.
2. New employees with no public service hired on or after pay period beginning 12/23/2012 and before 12/31/2012.
3. New employees with reciprocal public service and six months or less of a “break in service” after pay period beginning 12/23/2012.
 - 2% @ 50 CalPERS retirement benefit
 - Three-year final compensation benefit
 - **Police** – 100% employee contribution (currently 9%), on a pre-tax basis
 - **Fire** – 100% employee contribution, (currently 9%), on a pre-tax basis.
 - The compensation limit for classic members for the 2025 calendar year is \$350,000. Employees with membership dates prior to July 1, 1996, are not impacted by these limits.

Safety – Tier III (Fire and Police Management)

1. New employees with no public service (become a member of a public retirement system for the first time) and hired on or after 01/01/2013.
2. New employees with reciprocal public service and more than a six month “break in service” hired on or after 01/01/2013.
 - 2.7% @ 57 CalPERS retirement benefit.
 - Three year final compensation benefit
 - **Police** – Employees pay 50/50 split of normal cost, currently 14.50%, on a pre-tax basis.
 - **Fire** – Employees pay 50/50 split of normal cost, currently 14.50%, on a pre-tax basis.
 - Pensionable compensation – calculated based on their base pay, defined as

normal monthly rate of pay paid in cash to similarly situated members in the same class of employment. Some forms of compensation will still be included; such as shift pay. Some forms will be excluded, such as uniform allowance and bonuses.

- The compensation limit for new members for the 2025 calendar year is \$186,096.

Unused Sick Leave Credit (GC 20965)

Employees may convert any unused sick leave hours to service credit upon retirement. To be eligible, the employee must retire within 120 days from the last day of employment.

Eight hours of sick leave = 1 day of service credit or 0.004 years of service credit

Sick Leave has no cash value.

Safety Shoe Allowance:

The following classifications receive an annual allowance of \$300.00 for safety shoes:

MGT

Canal Maintenance Manager

UCT

Canal Maintenance Supervisor
Canal Maintenance Technician I/II
Sr. Safety Analyst
Safety & Training Specialist

Specialty Pay:

Canal Maintenance Supervisor and Canal Maintenance Technicians – Confined Space Entry Team

Upon successful completion of training, will receive a differential of \$0.83 per hour for all hours worked. While assigned to the team, and to continue receiving specialty pay, team members must maintain satisfactory job performance in their normal work assignment as well as

continue to meet all requirements of the Confined Space Entry Team.

Canal Maintenance Technicians – Concrete Crew

\$0.98 per hour for all hours assigned to the concrete crew. This specialty pay will not be granted during leave time, such as sick leave, compensatory time off, or vacation.

Standby Pay:

Deputy Fire Marshal

\$300 per week plus an additional \$50 for holidays during the standby tour.

Network Systems Technician, Senior Network Systems Technician, Network Administrator, Network Engineer, Telecommunications Specialist

Employees receive \$300 per seven-day standby duty (\$30 per day, with an additional \$50 of compensation for each designated holiday served during the standby period). If called into work during standby – minimum of 4 hours of overtime pay at the rate of time and one-half. Support calls during standby - 2 hours of overtime pay at the rate of time and one-half. Mileage reimbursement applies.

UCT Canal Employees

Employees on standby receive a \$300 weekly stipend, plus \$50 additional for holiday standby. Telephonic Consultation Pay receives overtime pay in fifteen-minute increments. When a holiday falls on a Wednesday, the standby employees who are trading out a standby vehicle shall both receive a minimum of 3 hours of overtime and the standby holiday pay of \$50.

Temporary Assignment Pay:

Management and UCT

Temporary Assignment Pay allows for temporary increases in pay beyond an employee's base rate of pay when duties performed by the employee support such additional pay for specific periods of time. Increases in pay may be granted to recognize the temporary assignment requiring a greater level of skill and out of the scope of their current

classification. "Temporary Assignment" shall mean a period of six months or less. Requests for temporary assignment compensation may be initiated by the Department Head or designee. Employees directed to continuously perform higher level duties shall be entitled to a salary rate increase at 5% above their regular rate of pay.

The Department Head shall complete the Temporary Assignment Pay Form and submit documentation to the Human Resources Department stating that the employee is performing duties requiring a higher level of skill and outside the scope of their current classification.

Tuition Reimbursement:

Management and EM

Budgeted funds up to a max. of \$8,000 per fiscal year.
\$2,500 per employee per fiscal year.

UCT

Budgeted funds up to a max. of \$8,000 per fiscal year.
\$2,500 per employee per fiscal year.

Police MGT

Budgeted funds up to a max. of \$4,000 per fiscal year.
\$2,500 per employee per fiscal year.

Fire MGT

Budgeted funds up to a max. of \$4,000 per fiscal year.
\$2,500 per employee per fiscal year.

Uniforms:

Management

Uniform allowance is provided for the following positions:

Police Chief, Police Captain and Police Lieutenant – \$800 per year, payable in equal pay period increments.

Fire Chief, Deputy Fire Chief, Fire Division Chief and Fire Battalion Chief – \$1,100 per year, payable in equal pay period increments.

Fire Marshal – \$800 per year, payable in equal pay period increments. Station safety boots are required. Must purchase Class A Uniform by fifth year of employment.

Lakes & Open Space Manager – \$650 per year, payable in equal pay period increments.

Unclassified

Deputy Fire Marshal – \$800 per year, payable in equal pay period increments. Station safety boots are required. Must purchase Class A Uniform by fifth year of employment.

EMS Coordinator – \$700 per year, payable in equal pay period increments.

Voluntary Plans:

Management and UCT

The City provides voluntary medical, dental, vision, critical illness, accident, hospital indemnity, legal, and life plans for employees. Information regarding these voluntary plans can be obtained from the City's Benefits Division.

Workers' Compensation:

Management and UCT

Employees are covered under the State Workers' Compensation Law. This on-the-job injury insurance is paid for by the City of Escondido. When employees are unable to work due to a job-related illness or injury, this program pays the employee's medical bills and replaces a portion of the employee's income until the benefit terminates by law.

Work-Life Benefits:

Management and UCT

The following work-life benefits are provided to employees. Details can be obtained from the Benefits Division:

- Annual Health and Wellness Expo
- Employee Assistance Program
- 529 College Savings Program
- Employee Discounts –
 - ✓ Benefithub Discount Portal

- ✓ Gym memberships
- ✓ Dell and Apple Computers
- ✓ AT&T, T-Mobile, and Verizon Wireless Cell Phones and Plans
- ✓ Working Advantage Discount Program entertainment services
- ✓ National University Tuition Discount of 25%
- ✓ Waldorf University Tuition Discount of 10%
- ✓ Grand Canyon University Tuition Discount of 10%

***Please contact the Human Resources Department at
(760) 839-4643 for assistance.***

Last Updated: 11/4/26

RESOLUTION NO. 2026-182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AMENDING AND RE-
ESTABLISHING THE COMPENSATION SCHEDULE FOR
FULL-TIME EMPLOYEES

WHEREAS, Public Employees' Retirement Law ("PERL") requires that pay rates for all City employees are reflected within a publicly available pay schedule, or compensation plan, that has been approved and adopted by the City Council at a public meeting; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend and re-adopt the salary schedule established by Resolution No. 2025-167.

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 compensation schedule for the positions listed are established as listed in the Classification and Compensation Plan, which is attached to this Resolution as Exhibit "A" and incorporated by this reference.
3. That this Resolution supersedes Resolution No. 2025-167.



Classification and Compensation Plan
Effective October 26, 2026

Job Code	Job Profile	Union Code	Compensation Grade	Pay Range Minimum Monthly	Pay Range Maximum Monthly	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly	Step 6 Monthly	Step 7 Monthly
20090	Accountant I	MGT	M12	\$6,095.90	\$9,067.38							
20094	Accountant II	MGT	M16	\$7,410.35	\$11,022.12							
20095	Accounting Specialist	T_ACE	A31	\$4,893.41	\$6,557.64	\$4,893.41	\$5,138.08	\$5,394.98	\$5,664.73	\$5,947.97	\$6,245.37	\$6,557.64
21000	Administrative Assistant (Classified)	T_ACE	A19	\$3,638.52	\$4,875.97	\$3,638.52	\$3,820.45	\$4,011.47	\$4,212.05	\$4,422.65	\$4,643.78	\$4,875.97
21430	Administrative Assistant (UCT)	UCT	U19	\$3,638.52	\$4,875.97	\$3,638.52	\$3,820.45	\$4,011.47	\$4,212.05	\$4,422.65	\$4,643.78	\$4,875.97
21330	Administrative Coordinator	UCT	U35	\$5,401.41	\$7,238.40	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72	\$7,238.40
21001	Assistant Building Official	MGT	M18	\$8,169.42	\$12,151.56							
20000	Assistant City Attorney	MGT	M31	\$15,403.92	\$22,912.48							
21060	Assistant City Clerk	MGT	M14	\$6,720.29	\$9,996.92							
20180	Assistant City Engineer	MGT	M27	\$12,673.06	\$18,851.05							
10100	Assistant City Manager	EM	E32	\$16,578.13	\$24,675.40							
20192	Assistant Director of Community Services	MGT	M24	\$10,947.47	\$16,284.24							
10401	Assistant Director of Development Services	MGT	M28	\$13,306.72	\$19,793.60							
20440	Assistant Director of Information Systems	MGT	M26	\$12,069.58	\$17,953.38							
20442	Assistant Director of Police Support Services	MGT	M25	\$11,494.84	\$17,098.46							
20336	Assistant Director of Public Works	MGT	M24	\$10,947.47	\$16,284.24							
20940	Assistant Director of Utilities - Construction & Engineering	MGT	M28	\$13,306.72	\$19,793.60							
20970	Assistant Director of Utilities - Wastewater	MGT	M28	\$13,306.72	\$19,793.60							
20950	Assistant Director of Utilities - Water	MGT	M28	\$13,306.72	\$19,793.60							
50300	Assistant Planner I	T_ACE	A39	\$5,962.14	\$7,989.84	\$5,962.14	\$6,260.25	\$6,573.26	\$6,901.93	\$7,247.02	\$7,609.37	\$7,989.84
50301	Assistant Planner II	T_ACE	A43	\$6,581.09	\$8,819.29	\$6,581.09	\$6,910.15	\$7,255.65	\$7,618.44	\$7,999.36	\$8,399.33	\$8,819.29
30151	Associate Chemist	T_ACE	A50	\$7,822.85	\$10,483.37	\$7,822.85	\$8,213.99	\$8,624.69	\$9,055.93	\$9,508.72	\$9,984.16	\$10,483.37
50400	Associate Engineer	SUP	S58	\$9,531.38	\$12,772.96	\$9,531.38	\$10,007.95	\$10,508.35	\$11,033.77	\$11,585.45	\$12,164.73	\$12,772.96
50500	Associate Planner	SUP	S48	\$7,445.90	\$9,978.22	\$7,445.90	\$7,818.20	\$8,209.11	\$8,619.56	\$9,050.54	\$9,503.07	\$9,978.22
50601	Building Inspection Supervisor	SUP	S52	\$8,218.39	\$11,013.80	\$8,218.88	\$8,629.83	\$9,061.32	\$9,514.38	\$9,990.10	\$10,489.61	\$11,014.09



Classification and Compensation Plan
Effective October 26, 2026

Job Code	Job Profile	Union Code	Compensation Grade	Pay Range Minimum Monthly	Pay Range Maximum Monthly	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly	Step 6 Monthly	Step 7 Monthly
50590	Building Inspector I	T_ACE	A39	\$5,962.14	\$7,989.84	\$5,962.14	\$6,260.25	\$6,573.26	\$6,901.93	\$7,247.02	\$7,609.37	\$7,989.84
50600	Building Inspector II	T_ACE	A45	\$6,914.26	\$9,265.77	\$6,914.26	\$7,259.97	\$7,622.97	\$8,004.12	\$8,404.32	\$8,824.54	\$9,265.77
20150	Building Official	MGT	M25	\$11,494.84	\$17,098.46							
50841	Building Permit Technician I	T_ACE	A31	\$4,893.41	\$6,557.64	\$4,893.41	\$5,138.08	\$5,394.98	\$5,664.73	\$5,947.97	\$6,245.37	\$6,557.64
50862	Building Permit Technician II	T_ACE	A36	\$5,536.44	\$7,419.36	\$5,536.44	\$5,813.27	\$6,103.93	\$6,409.12	\$6,729.58	\$7,066.06	\$7,419.36
50864	Building Permit Technician III	T_ACE	A40	\$6,111.20	\$8,189.59	\$6,111.20	\$6,416.76	\$6,737.59	\$7,074.47	\$7,428.20	\$7,799.61	\$8,189.59
20826	Business Analyst I	UCT	U42	\$6,420.58	\$8,604.19	\$6,420.58	\$6,741.61	\$7,078.69	\$7,432.62	\$7,804.25	\$8,194.46	\$8,604.19
20827	Business Analyst II	UCT	U50	\$7,822.85	\$10,483.37	\$7,822.85	\$8,213.99	\$8,624.69	\$9,055.93	\$9,508.72	\$9,984.16	\$10,483.37
73500	Canal Maintenance Manager	MGT	M20	\$9,006.40	\$13,396.27							
73000	Canal Maintenance Supervisor	UCT	U49	\$7,632.05	\$10,227.67	\$7,632.05	\$8,013.65	\$8,414.33	\$8,835.05	\$9,276.80	\$9,740.64	\$10,227.67
73600	Canal Maintenance Technician I	UCT	U27	\$4,433.19	\$5,940.89	\$4,433.19	\$4,654.85	\$4,887.59	\$5,131.97	\$5,388.57	\$5,657.99	\$5,940.89
73650	Canal Maintenance Technician II	UCT	U31	\$4,893.41	\$6,557.64	\$4,893.41	\$5,138.08	\$5,394.98	\$5,664.73	\$5,947.97	\$6,245.37	\$6,557.64
10442	Chief Information Officer	EM	E31	\$15,789.02	\$23,499.86							
10650	Chief of Police	EM	E34	\$18,278.80	\$27,204.42							
10200	City Attorney	EM	1	\$24,166.67	\$24,166.67							
12000	City Clerk	EM	E30	\$15,037.74	\$22,380.76							
12100	City Council Member	COU	2	\$2,245.06	\$2,245.06							
12050	City Council Member/Mayor	COU	1	\$6,280.12	\$6,280.12							
10480	City Engineer	MGT	M28	\$13,306.72	\$19,793.60							
10300	City Manager	EM	1	\$27,206.67	\$27,206.67							
20140	City Planner	MGT	M24	\$10,947.47	\$16,284.24							
20691	City Traffic Engineer	MGT	M23	\$10,426.58	\$15,507.99							
12200	City Treasurer	EME	2	\$2,245.06	\$2,245.06							
50560	Code Compliance Manager	MGT	M19	\$8,577.89	\$12,758.59							
50540	Code Compliance Officer I	T_ACE	A35	\$5,401.41	\$7,238.40	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72	\$7,238.40



Classification and Compensation Plan
Effective October 26, 2026

Job Code	Job Profile	Union Code	Compensation Grade	Pay Range Minimum Monthly	Pay Range Maximum Monthly	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly	Step 6 Monthly	Step 7 Monthly
50550	Code Compliance Officer II	T_ACE	A39	\$5,962.14	\$7,989.84	\$5,962.14	\$6,260.25	\$6,573.26	\$6,901.93	\$7,247.02	\$7,609.37	\$7,989.84
50565	Code Compliance Supervisor	SUP	S47	\$7,264.29	\$9,734.85	\$7,264.29	\$7,627.51	\$8,008.88	\$8,409.33	\$8,829.79	\$9,271.28	\$9,734.85
21401	Collections Specialist	UCT	U29	\$4,657.62	\$6,241.65	\$4,657.62	\$4,890.50	\$5,135.02	\$5,391.77	\$5,661.36	\$5,944.43	\$6,241.65
21020	Communications Manager	MGT	M19	\$8,577.89	\$12,758.59							
40410	Community Service Officer	NSP	001	\$4,790.32	\$6,419.58	\$4,790.35	\$5,029.65	\$5,281.18	\$5,544.97	\$5,822.75	\$6,113.89	\$6,419.58
50755	Community Services Manager	MGT	M21	\$9,456.72	\$14,066.08							
40700	Community Services Supervisor	SUP	S47	\$7,264.29	\$9,734.85	\$7,264.29	\$7,627.51	\$8,008.88	\$8,409.33	\$8,829.79	\$9,271.28	\$9,734.85
81455	Control Systems Analyst	UCT	U58	\$9,531.38	\$12,772.96	\$9,531.38	\$10,007.95	\$10,508.35	\$11,033.77	\$11,585.45	\$12,164.73	\$12,772.96
81453	Control Systems Supervisor	SUP	S66	\$11,613.06	\$15,562.62	\$11,613.06	\$12,193.72	\$12,803.40	\$13,443.57	\$14,115.75	\$14,821.54	\$15,562.62
81450	Control Systems Technician I	M&O	T44	\$7,338.72	\$9,834.58	\$7,338.72	\$7,705.65	\$8,090.94	\$8,495.48	\$8,920.26	\$9,366.27	\$9,834.58
81451	Control Systems Technician II	M&O	T49	\$8,303.08	\$11,126.93	\$8,303.08	\$8,698.95	\$9,154.15	\$9,611.86	\$10,092.45	\$10,597.07	\$11,126.93
81452	Control Systems Technician III	M&O	T54	\$9,394.18	\$12,589.10	\$9,394.18	\$9,863.89	\$10,357.08	\$10,874.94	\$11,418.68	\$11,989.62	\$12,589.10
40432	Criminal Intelligence Analyst I	UCT	U45	\$6,914.26	\$9,265.77	\$6,914.26	\$7,259.97	\$7,622.97	\$8,004.12	\$8,404.32	\$8,824.54	\$9,265.77
40434	Criminal Intelligence Analyst II	UCT	U47	\$7,264.29	\$9,734.85	\$7,264.29	\$7,627.51	\$8,008.88	\$8,409.33	\$8,829.79	\$9,271.28	\$9,734.85
40433	Criminal Intelligence Supervisor	UCT	U56	\$9,072.11	\$12,157.49	\$9,072.11	\$9,525.71	\$10,002.00	\$10,502.10	\$11,027.20	\$11,578.56	\$12,157.49
81305	Cross Connection Technician I	M&O	T38	\$6,328.15	\$8,480.33	\$6,328.15	\$6,644.56	\$6,976.79	\$7,325.63	\$7,691.91	\$8,076.51	\$8,480.33
81310	Cross Connection Technician II	M&O	T44	\$7,338.72	\$9,834.58	\$7,338.72	\$7,705.65	\$8,090.94	\$8,495.48	\$8,920.26	\$9,366.27	\$9,834.58
80052	Custodial Supervisor	SUP	S29	\$4,657.53	\$6,241.56	\$4,657.53	\$4,890.43	\$5,135.01	\$5,391.74	\$5,661.27	\$5,944.34	\$6,241.56
80200	Custodian I	M&O	T15	\$3,586.15	\$4,805.78	\$3,586.15	\$3,765.45	\$3,953.73	\$4,151.41	\$4,358.98	\$4,576.93	\$4,805.78
80201	Custodian II	M&O	T19	\$3,958.43	\$5,304.68	\$3,958.43	\$4,156.36	\$4,364.17	\$4,582.38	\$4,811.50	\$5,052.08	\$5,304.68
30330	Customer Service Representative I	T_ACE	A21	\$3,822.72	\$5,122.81	\$3,822.72	\$4,013.86	\$4,214.55	\$4,425.28	\$4,646.54	\$4,878.87	\$5,122.81
30340	Customer Service Representative II	T_ACE	A26	\$4,325.06	\$5,795.99	\$4,325.06	\$4,541.31	\$4,768.38	\$5,006.80	\$5,257.14	\$5,520.00	\$5,795.99
20097	Customer Service Supervisor	SUP	S56	\$9,072.11	\$12,157.49	\$9,072.11	\$9,525.71	\$10,002.00	\$10,502.10	\$11,027.20	\$11,578.56	\$12,157.49
21199	Deputy City Attorney I	MGT	M20	\$9,006.40	\$13,396.27							
21200	Deputy City Attorney II	MGT	M24	\$10,947.47	\$16,284.24							



Classification and Compensation Plan
Effective October 26, 2026

Job Code	Job Profile	Union Code	Compensation Grade	Pay Range Minimum Monthly	Pay Range Maximum Monthly	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly	Step 6 Monthly	Step 7 Monthly
21055	Deputy City Clerk	UCT	U40	\$6,111.20	\$8,189.59	\$6,111.20	\$6,416.76	\$6,737.59	\$7,074.47	\$7,428.20	\$7,799.61	\$8,189.59
10430	Deputy City Manager	EM	E32	\$16,578.13	\$24,675.40							
10441	Deputy City Manager/Interim Director of Development Services	EM	E32	\$16,578.13	\$24,675.40							
20160	Deputy Fire Chief	FM	1	\$13,609.52	\$20,041.60							
60510	Deputy Fire Marshal	UCT	U53	\$8,424.35	\$11,289.44	\$8,424.35	\$8,845.57	\$9,287.85	\$9,752.24	\$10,239.85	\$10,751.85	\$11,289.44
20685	Design & Construction Project Manager	MGT	M20	\$9,006.40	\$13,396.27							
82255	Digital Media Coordinator	UCT	U42	\$6,420.58	\$8,604.19	\$6,420.58	\$6,741.61	\$7,078.69	\$7,432.62	\$7,804.25	\$8,194.46	\$8,604.19
82256	Digital Media Technician	UCT	U31	\$4,893.41	\$6,557.64	\$4,893.41	\$5,138.08	\$5,394.98	\$5,664.73	\$5,947.97	\$6,245.37	\$6,557.64
20441	Director of Communications	EM	E30	\$15,037.74	\$22,380.76							
10400	Director of Development Services	EM	E30	\$15,037.74	\$22,380.76							
20338	Director of Economic Development	EM	E30	\$15,037.74	\$22,380.76							
10460	Director of Finance	EM	E30	\$15,037.74	\$22,380.76							
10550	Director of Human Resources	EM	E30	\$15,037.74	\$22,380.76							
10540	Director of Public Works	EM	E30	\$15,037.74	\$22,380.76							
10575	Director of Utilities	EM	E30	\$15,037.74	\$22,380.76							
21460	Division Support Coordinator	UCT	U30	\$4,774.06	\$6,397.69	\$4,774.06	\$5,012.76	\$5,263.40	\$5,526.57	\$5,802.90	\$6,093.04	\$6,397.69
50738	Economic Development Coordinator	T_ACE	A35	\$5,401.41	\$7,238.40	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72	\$7,238.40
20339	Economic Development Manager	MGT	M21	\$9,456.72	\$14,066.08							
80307	Electrician	M&O	T41	\$6,814.73	\$9,132.39	\$6,814.73	\$7,155.46	\$7,513.24	\$7,888.90	\$8,283.34	\$8,697.51	\$9,132.39
80305	Electrician Assistant	M&O	T35	\$5,876.32	\$7,874.83	\$5,876.32	\$6,170.13	\$6,478.64	\$6,802.57	\$7,142.70	\$7,499.84	\$7,874.83
60800	Emergency Medical Services Coordinator	UCT	U35	\$5,401.41	\$7,238.40	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72	\$7,238.40
60801	Emergency Medical Technician	NSF	001	\$5,158.90	\$6,427.44	\$5,158.90	\$5,416.85	\$5,687.69	\$5,972.07	\$6,270.68	\$6,427.44	
50770	Emergency Preparedness Manager	MGT	M21	\$9,456.72	\$14,066.08							
50660	Engineer I	T_ACE	A46	\$7,087.12	\$9,497.41	\$7,087.12	\$7,441.47	\$7,813.54	\$8,204.22	\$8,614.43	\$9,045.15	\$9,497.41
50670	Engineer II	T_ACE	A50	\$7,822.85	\$10,483.37	\$7,822.85	\$8,213.99	\$8,624.69	\$9,055.93	\$9,508.72	\$9,984.16	\$10,483.37



Classification and Compensation Plan
Effective October 26, 2026

Job Code	Job Profile	Union Code	Compensation Grade	Pay Range Minimum Monthly	Pay Range Maximum Monthly	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly	Step 6 Monthly	Step 7 Monthly
50675	Engineering Manager	MGT	M24	\$10,947.47	\$16,284.24							
50844	Engineering Permit Technician I	T_ACE	A31	\$4,893.41	\$6,557.64	\$4,893.41	\$5,138.08	\$5,394.98	\$5,664.73	\$5,947.97	\$6,245.37	\$6,557.64
50845	Engineering Permit Technician II	T_ACE	A36	\$5,536.44	\$7,419.36	\$5,536.44	\$5,813.27	\$6,103.93	\$6,409.12	\$6,729.58	\$7,066.06	\$7,419.36
50710	Engineering Technician I	T_ACE	A38	\$5,816.73	\$7,794.97	\$5,816.73	\$6,107.56	\$6,412.94	\$6,733.59	\$7,070.27	\$7,423.78	\$7,794.97
50730	Engineering Technician II	T_ACE	A42	\$6,420.58	\$8,604.19	\$6,420.58	\$6,741.61	\$7,078.69	\$7,432.62	\$7,804.25	\$8,194.46	\$8,604.19
21333	Enterprise Software Manager	MGT	M24	\$10,947.47	\$16,284.24							
50815	Environmental Compliance Inspector I	T_ACE	A42	\$6,420.58	\$8,604.19	\$6,420.58	\$6,741.61	\$7,078.69	\$7,432.62	\$7,804.25	\$8,194.46	\$8,604.19
50825	Environmental Compliance Inspector II	T_ACE	A46	\$7,087.12	\$9,497.41	\$7,087.12	\$7,441.47	\$7,813.54	\$8,204.22	\$8,614.43	\$9,045.15	\$9,497.41
50835	Environmental Compliance Supervisor	SUP	S58	\$9,531.38	\$12,772.96	\$9,531.38	\$10,007.95	\$10,508.35	\$11,033.77	\$11,585.45	\$12,164.73	\$12,772.96
20884	Environmental Programs Specialist I	UCT	U34	\$5,269.67	\$7,061.86	\$5,269.67	\$5,533.15	\$5,809.81	\$6,100.30	\$6,405.31	\$6,725.58	\$7,061.86
20885	Environmental Programs Specialist II	UCT	U43	\$6,581.09	\$8,819.29	\$6,581.09	\$6,910.15	\$7,255.65	\$7,618.44	\$7,999.36	\$8,399.33	\$8,819.29
20887	Environmental Programs Supervisor	UCT	U49	\$7,632.05	\$10,227.67	\$7,632.05	\$8,013.65	\$8,414.33	\$8,835.05	\$9,276.80	\$9,740.64	\$10,227.67
80500	Equipment Mechanic I	M&O	T38	\$6,328.15	\$8,480.33	\$6,328.15	\$6,644.56	\$6,976.79	\$7,325.63	\$7,691.91	\$8,076.51	\$8,480.33
80501	Equipment Mechanic II	M&O	T40	\$6,648.51	\$8,909.65	\$6,648.51	\$6,980.94	\$7,329.99	\$7,696.49	\$8,081.31	\$8,485.38	\$8,909.65
21334	Executive Coordinator	UCT	U38	\$5,816.73	\$7,794.97	\$5,816.73	\$6,107.56	\$6,412.94	\$6,733.59	\$7,070.27	\$7,423.78	\$7,794.97
20310	Facilities Maintenance Manager	MGT	M20	\$9,006.40	\$13,396.27							
82210	Facilities Maintenance Supervisor	SUP	S50	\$7,822.85	\$10,483.37	\$7,822.85	\$8,213.99	\$8,624.69	\$9,055.93	\$9,508.72	\$9,984.16	\$10,483.37
40080	Facilities Project Coordinator	T_ACE	A41	\$6,263.98	\$8,394.33	\$6,263.98	\$6,577.18	\$6,906.03	\$7,251.34	\$7,613.90	\$7,994.60	\$8,394.33
50715	Field Engineering Inspector I	T_ACE	A41	\$6,263.98	\$8,394.33	\$6,263.98	\$6,577.18	\$6,906.03	\$7,251.34	\$7,613.90	\$7,994.60	\$8,394.33
50720	Field Engineering Inspector II	T_ACE	A45	\$6,914.26	\$9,265.77	\$6,914.26	\$7,259.97	\$7,622.97	\$8,004.12	\$8,404.32	\$8,824.54	\$9,265.77
50255	Field Engineering Supervisor	SUP	S52	\$8,218.39	\$11,013.80	\$8,218.88	\$8,629.83	\$9,061.32	\$9,514.38	\$9,990.10	\$10,489.61	\$11,014.09
50725	Finance Manager	MGT	M22	\$9,929.07	\$14,769.74							
50751	Fire Administrative Services Manager	MGT	M16	\$7,410.35	\$11,022.12							
20370	Fire Battalion Chief	FM	3	\$11,818.11	\$17,403.31							
20371	Fire Battalion Chief - 40 Hour	FM	4 - 40 hour BC	\$11,818.11	\$17,403.31							



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60200	Fire Captain	FIR	003	\$10,387.55	\$13,257.43	\$10,387.55	\$10,906.92	\$11,452.27	\$12,024.88	\$12,626.13	\$13,257.43	
10600	Fire Chief	EM	E32	\$16,578.13	\$24,675.40							
20300	Fire Division Chief	FM	2	\$12,960.09	\$19,086.36							
60300	Fire Engineer	FIR	021	\$8,850.17	\$11,295.31	\$8,850.17	\$9,292.68	\$9,757.32	\$10,245.18	\$10,757.44	\$11,295.31	
20350	Fire Marshal	MGT	M23	\$10,426.58	\$15,507.99							
50870	Fire Permit Technician I	T_ACE	A31	\$4,893.41	\$6,557.64	\$4,893.41	\$5,138.08	\$5,394.98	\$5,664.73	\$5,947.97	\$6,245.37	\$6,557.64
50871	Fire Permit Technician II	T_ACE	A36	\$5,536.44	\$7,419.36	\$5,536.44	\$5,813.27	\$6,103.93	\$6,409.12	\$6,729.58	\$7,066.06	\$7,419.36
50750	Fire Prevention Specialist I	T_ACE	A40	\$6,111.20	\$8,189.59	\$6,111.20	\$6,416.76	\$6,737.59	\$7,074.47	\$7,428.20	\$7,799.61	\$8,189.59
50760	Fire Prevention Specialist II	T_ACE	A44	\$6,745.62	\$9,039.77	\$6,745.62	\$7,082.90	\$7,437.04	\$7,808.90	\$8,199.34	\$8,609.31	\$9,039.77
60700	Firefighter/Paramedic	FIR	002	\$8,428.74	\$10,757.44	\$8,428.74	\$8,850.17	\$9,292.68	\$9,757.32	\$10,245.18	\$10,757.44	
20850	Fleet Maintenance Manager	MGT	M20	\$9,006.40	\$13,396.27							
20874	Forensic Services Supervisor	UCT	U56	\$9,072.11	\$12,157.49	\$9,072.11	\$9,525.71	\$10,002.00	\$10,502.10	\$11,027.20	\$11,578.56	\$12,157.49
50731	Geographic Information Systems Manager	MGT	M21	\$9,456.72	\$14,066.08							
50735	GIS Analyst I	UCT	U42	\$6,420.58	\$8,604.19	\$6,420.58	\$6,741.61	\$7,078.69	\$7,432.62	\$7,804.25	\$8,194.46	\$8,604.19
50737	GIS Analyst II	UCT	U47	\$7,264.29	\$9,734.85	\$7,264.29	\$7,627.51	\$8,008.88	\$8,409.33	\$8,829.79	\$9,271.28	\$9,734.85
50780	Graphics Technician I	T_ACE	A27	\$4,433.19	\$5,940.89	\$4,433.19	\$4,654.85	\$4,887.59	\$5,131.97	\$5,388.57	\$5,658.00	\$5,940.89
50781	Graphics Technician II	T_ACE	A32	\$5,015.74	\$6,721.58	\$5,015.74	\$5,266.53	\$5,529.86	\$5,806.35	\$6,096.67	\$6,401.50	\$6,721.58
21190	Housing & Neighborhood Services Manager	MGT	M20	\$9,006.40	\$13,396.27							
21280	Housing & Neighborhood Services Program Coordinator	T_ACE	A35	\$5,401.41	\$7,238.40	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72	\$7,238.40
21081	Human Resources Analyst I	MGT	M12	\$6,095.90	\$9,067.38							
21083	Human Resources Analyst II	MGT	M14	\$6,720.29	\$9,996.92							
21650	Human Resources Coordinator	UCT	U40	\$6,111.20	\$8,189.59	\$6,111.20	\$6,416.76	\$6,737.59	\$7,074.47	\$7,428.20	\$7,799.61	\$8,189.59
21130	Human Resources Manager	MGT	M24	\$10,947.47	\$16,284.24							
21651	Human Resources Technician I	UCT	U30	\$4,774.06	\$6,397.69	\$4,774.06	\$5,012.76	\$5,263.40	\$5,526.57	\$5,802.90	\$6,093.04	\$6,397.69
21655	Human Resources Technician II	UCT	U35	\$5,401.41	\$7,238.40	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72	\$7,238.40



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80300	HVAC Technician	M&O	T41	\$6,814.73	\$9,132.39	\$6,814.73	\$7,155.46	\$7,513.24	\$7,888.90	\$8,283.34	\$8,697.51	\$9,132.39
30850	Laboratory Assistant	T_ACE	A19	\$3,638.52	\$4,875.97	\$3,638.52	\$3,820.45	\$4,011.47	\$4,212.05	\$4,422.65	\$4,643.78	\$4,875.97
20800	Laboratory Manager	MGT	M23	\$10,426.58	\$15,507.99							
30885	Laboratory Quality Assurance Officer	T_ACE	A47	\$7,264.29	\$9,734.85	\$7,264.29	\$7,627.51	\$8,008.88	\$8,409.33	\$8,829.79	\$9,271.28	\$9,734.85
30870	Laboratory Technician I	T_ACE	A40	\$6,111.20	\$8,189.59	\$6,111.20	\$6,416.76	\$6,737.59	\$7,074.47	\$7,428.20	\$7,799.61	\$8,189.59
30880	Laboratory Technician II	T_ACE	A44	\$6,745.62	\$9,039.77	\$6,745.62	\$7,082.90	\$7,437.04	\$7,808.90	\$8,199.34	\$8,609.31	\$9,039.77
20501	Lakes & Open Space Manager	MGT	M17	\$7,779.87	\$11,572.74							
82201	Lakes & Open Space Supervisor	SUP	S47	\$7,264.29	\$9,734.85	\$7,264.29	\$7,627.51	\$8,008.88	\$8,409.33	\$8,829.79	\$9,271.28	\$9,734.85
20875	Latent Print & Evidence Specialist	UCT	U53	\$8,424.35	\$11,289.44	\$8,424.35	\$8,845.57	\$9,287.85	\$9,752.24	\$10,239.85	\$10,751.85	\$11,289.44
20876	Latent Print Specialist	UCT	U51	\$8,018.42	\$10,745.45	\$8,018.42	\$8,419.34	\$8,840.31	\$9,282.32	\$9,746.44	\$10,233.76	\$10,745.45
50930	Lead Graphics Technician	T_ACE	A36	\$5,536.44	\$7,419.36	\$5,536.44	\$5,813.27	\$6,103.93	\$6,409.12	\$6,729.58	\$7,066.06	\$7,419.36
81100	Lead Maintenance Technician	M&O	T35	\$5,876.32	\$7,874.83	\$5,876.32	\$6,170.13	\$6,478.64	\$6,802.57	\$7,142.70	\$7,499.84	\$7,874.83
81080	Lead Mechanic	M&O	T45	\$7,522.18	\$10,080.45	\$7,522.18	\$7,898.29	\$8,293.21	\$8,707.87	\$9,143.26	\$9,600.43	\$10,080.45
21309	Lead Network Systems Engineer	MGT	M20	\$9,006.40	\$13,396.27							
81500	Lead Plant Systems Technician	M&O	T48	\$8,100.57	\$10,855.54	\$8,100.57	\$8,505.60	\$8,930.88	\$9,377.42	\$9,846.29	\$10,338.61	\$10,855.54
82251	Lead Wastewater Collections Technician	M&O	T45	\$7,522.18	\$10,080.45	\$7,522.18	\$7,898.29	\$8,293.21	\$8,707.87	\$9,143.26	\$9,600.43	\$10,080.45
82915	Lead Wastewater Treatment Plant Operator	M&O	T50	\$8,510.66	\$11,405.10	\$8,510.66	\$8,936.20	\$9,383.00	\$9,852.16	\$10,344.76	\$10,862.00	\$11,405.10
82660	Lead Water Distribution Technician	M&O	T45	\$7,522.18	\$10,080.45	\$7,522.18	\$7,898.29	\$8,293.21	\$8,707.87	\$9,143.26	\$9,600.43	\$10,080.45
82725	Lead Water Treatment Plant Operator	M&O	T50	\$8,510.66	\$11,405.10	\$8,510.66	\$8,936.20	\$9,383.00	\$9,852.16	\$10,344.76	\$10,862.00	\$11,405.10
21580	Legal Assistant	UCT	U37	\$5,674.85	\$7,604.85	\$5,674.85	\$5,958.60	\$6,256.53	\$6,569.35	\$6,897.82	\$7,242.71	\$7,604.85
21585	Legal Specialist	UCT	U39	\$5,962.14	\$7,989.84	\$5,962.14	\$6,260.25	\$6,573.26	\$6,901.93	\$7,247.02	\$7,609.37	\$7,989.84
21470	Maintenance & Operations Coordinator	UCT	U33	\$5,141.14	\$6,889.62	\$5,141.14	\$5,398.19	\$5,668.10	\$5,951.51	\$6,249.09	\$6,561.54	\$6,889.62
81412	Maintenance Technician I	M&O	T23	\$4,369.37	\$5,855.37	\$4,369.37	\$4,587.84	\$4,817.23	\$5,058.09	\$5,311.00	\$5,576.55	\$5,855.37
81930	Maintenance Technician II	M&O	T27	\$4,822.97	\$6,463.24	\$4,822.97	\$5,064.12	\$5,317.32	\$5,583.19	\$5,862.35	\$6,155.47	\$6,463.24
21090	Management Analyst I	MGT	M13	\$6,401.98	\$9,521.11							



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21092	Management Analyst II	MGT	M15	\$7,056.42	\$10,496.03							
21317	Network Administrator I	UCT	U50	\$7,822.85	\$10,483.37	\$7,822.85	\$8,213.99	\$8,624.69	\$9,055.93	\$9,508.72	\$9,984.16	\$10,483.37
21318	Network Administrator II	UCT	U53	\$8,424.35	\$11,289.44	\$8,424.35	\$8,845.57	\$9,287.85	\$9,752.24	\$10,239.85	\$10,751.85	\$11,289.44
21801	Network Manager	MGT	M24	\$10,947.47	\$16,284.24							
21311	Network Systems Engineer	UCT	U52	\$8,218.88	\$11,014.09	\$8,218.88	\$8,629.83	\$9,061.32	\$9,514.38	\$9,990.10	\$10,489.61	\$11,014.09
21310	Network Systems Technician I	UCT	U42	\$6,420.58	\$8,604.19	\$6,420.58	\$6,741.61	\$7,078.69	\$7,432.62	\$7,804.25	\$8,194.46	\$8,604.19
21313	Network Systems Technician II	UCT	U47	\$7,264.29	\$9,734.85	\$7,264.29	\$7,627.51	\$8,008.88	\$8,409.33	\$8,829.79	\$9,271.28	\$9,734.85
50834	Older Adult Nutrition Program Coordinator	T_ACE	A35	\$5,401.41	\$7,238.40	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72	\$7,238.40
60805	Paramedic	NSF	001	\$5,940.11	\$7,400.75	\$5,940.11	\$6,237.12	\$6,548.98	\$6,876.42	\$7,220.25	\$7,400.75	
81420	Park Ranger I	M&O	T26	\$4,705.33	\$6,305.60	\$4,705.33	\$4,940.60	\$5,187.63	\$5,447.01	\$5,719.36	\$6,005.33	\$6,305.60
81421	Park Ranger II	M&O	T30	\$5,193.81	\$6,960.20	\$5,193.81	\$5,453.50	\$5,726.18	\$6,012.48	\$6,313.11	\$6,628.76	\$6,960.20
21661	Payroll Supervisor	UCT	U40	\$6,111.20	\$8,189.59	\$6,111.20	\$6,416.76	\$6,737.59	\$7,074.47	\$7,428.20	\$7,799.61	\$8,189.59
21660	Payroll Technician I	UCT	U30	\$4,774.06	\$6,397.69	\$4,774.06	\$5,012.76	\$5,263.40	\$5,526.57	\$5,802.90	\$6,093.04	\$6,397.69
21662	Payroll Technician II	UCT	U35	\$5,401.41	\$7,238.40	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72	\$7,238.40
50842	Planning Permit Technician I	T_ACE	A31	\$4,893.41	\$6,557.64	\$4,893.41	\$5,138.08	\$5,394.98	\$5,664.73	\$5,947.97	\$6,245.37	\$6,557.64
50843	Planning Permit Technician II	T_ACE	A36	\$5,536.44	\$7,419.36	\$5,536.44	\$5,813.27	\$6,103.93	\$6,409.12	\$6,729.58	\$7,066.06	\$7,419.36
50920	Plans Examiner I	T_ACE	A45	\$6,914.26	\$9,265.77	\$6,914.26	\$7,259.97	\$7,622.97	\$8,004.12	\$8,404.32	\$8,824.54	\$9,265.77
50921	Plans Examiner II	T_ACE	A49	\$7,632.05	\$10,227.67	\$7,632.05	\$8,013.65	\$8,414.33	\$8,835.05	\$9,276.80	\$9,740.64	\$10,227.67
81480	Plant Systems Technician I	M&O	T38	\$6,328.15	\$8,480.33	\$6,328.15	\$6,644.56	\$6,976.79	\$7,325.63	\$7,691.91	\$8,076.51	\$8,480.33
81490	Plant Systems Technician II	M&O	T43	\$7,159.72	\$9,594.71	\$7,159.72	\$7,517.71	\$7,893.60	\$8,288.27	\$8,702.69	\$9,137.82	\$9,594.71
81501	Plant Systems Technician Supervisor	SUP	S61	\$10,264.26	\$13,755.09	\$10,264.26	\$10,777.47	\$11,316.34	\$11,882.16	\$12,476.27	\$13,100.08	\$13,755.09
50753	Police Business Manager	MGT	M19	\$8,577.89	\$12,758.59							
20600	Police Captain	PM	1	\$15,459.58	\$19,324.00							
20670	Police Lieutenant	PM	2	\$13,916.58	\$17,395.00							
70300	Police Officer	POL	002	\$8,477.19	\$11,360.24	\$8,477.19	\$8,901.04	\$9,346.10	\$9,813.40	\$10,304.07	\$10,819.28	\$11,360.24



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70250	Police Officer Trainee	POL	001	\$6,975.09	\$7,323.85	\$6,975.09	\$7,323.85					
50739	Police Program Coordinator	T_ACE	A35	\$5,401.41	\$7,238.40	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72	\$7,238.40
21550	Police Projects Specialist	UCT	U37	\$5,674.85	\$7,604.85	\$5,674.85	\$5,958.60	\$6,256.53	\$6,569.35	\$6,897.82	\$7,242.71	\$7,604.85
21552	Police Projects Supervisor	UCT	U47	\$7,264.29	\$9,734.85	\$7,264.29	\$7,627.51	\$8,008.88	\$8,409.33	\$8,829.79	\$9,271.28	\$9,734.85
31215	Police Records Supervisor	SUP	S37	\$5,674.85	\$7,604.85	\$5,674.85	\$5,958.60	\$6,256.53	\$6,569.35	\$6,897.82	\$7,242.71	\$7,604.85
31210	Police Records Technician	NSP	A26	\$4,325.06	\$5,795.99	\$4,325.06	\$4,541.31	\$4,768.38	\$5,006.80	\$5,257.14	\$5,520.00	\$5,795.99
70500	Police Sergeant	POL	008	\$11,245.72	\$15,070.34	\$11,245.72	\$11,808.01	\$12,398.41	\$13,018.33	\$13,669.25	\$14,352.71	\$15,070.34
50758	Police Support Services Manager	MGT	M20	\$9,006.40	\$13,396.27							
21555	Police Training Coordinator	UCT	U35	\$5,401.41	\$7,238.40	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72	\$7,238.40
20680	Principal Engineer	MGT	M23	\$10,426.58	\$15,507.99							
20690	Principal Planner	MGT	M21	\$9,456.72	\$14,066.08							
50733	Program Assistant	T_ACE	A28	\$4,544.02	\$6,089.42	\$4,544.02	\$4,771.22	\$5,009.78	\$5,260.27	\$5,523.28	\$5,799.44	\$6,089.42
20686	Project Manager	MGT	M19	\$8,577.89	\$12,758.59							
80610	Property & Evidence Supervisor	SUP	S45	\$6,914.26	\$9,265.77	\$6,914.26	\$7,259.97	\$7,622.97	\$8,004.12	\$8,404.32	\$8,824.54	\$9,265.77
40630	Property & Evidence Technician I	NSP	A23	\$4,016.25	\$5,382.16	\$4,016.25	\$4,217.06	\$4,427.91	\$4,649.31	\$4,881.78	\$5,125.86	\$5,382.16
40631	Property & Evidence Technician II	NSP	A27	\$4,433.19	\$5,940.89	\$4,433.19	\$4,654.85	\$4,887.59	\$5,131.97	\$5,388.57	\$5,658.00	\$5,940.89
40100	Public Safety Communications Manager	MGT	M20	\$9,006.40	\$13,396.27							
30250	Public Safety Dispatcher I	NSP	001	\$5,659.70	\$7,583.56	\$5,659.70	\$5,941.83	\$6,238.68	\$6,551.47	\$6,878.98	\$7,222.44	\$7,583.56
30260	Public Safety Dispatcher II	NSP	002	\$6,238.68	\$8,361.50	\$6,238.68	\$6,551.47	\$6,878.98	\$7,222.44	\$7,584.30	\$7,963.33	\$8,361.50
40090	Public Safety Shift Supervisor	NSP	007	\$7,241.36	\$9,704.10	\$7,241.36	\$7,603.43	\$7,983.60	\$8,382.78	\$8,801.92	\$9,242.02	\$9,704.10
21335	Public Safety Systems Manager	MGT	M21	\$9,456.72	\$14,066.08							
20500	Public Works Manager	MGT	M20	\$9,006.40	\$13,396.27							
80050	Public Works Supervisor	SUP	S49	\$7,632.05	\$10,227.67	\$7,632.05	\$8,013.65	\$8,414.33	\$8,835.05	\$9,276.80	\$9,740.64	\$10,227.67
30750	Purchasing & Inventory Control Coordinator	T_ACE	A32	\$5,015.74	\$6,721.58	\$5,015.74	\$5,266.53	\$5,529.86	\$5,806.35	\$6,096.67	\$6,401.50	\$6,721.58
40250	Purchasing Supervisor	SUP	S48	\$7,445.90	\$9,978.22	\$7,445.90	\$7,818.20	\$8,209.11	\$8,619.56	\$9,050.54	\$9,503.07	\$9,978.22



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21340	Real Property Manager	MGT	M20	\$9,006.40	\$13,396.27							
81411	Recreation Coordinator	T_ACE	A27	\$4,433.19	\$5,940.89	\$4,433.19	\$4,654.85	\$4,887.59	\$5,131.97	\$5,388.57	\$5,658.00	\$5,940.89
50742	Recycling Program Supervisor	SUP	S47	\$7,264.29	\$9,734.85	\$7,264.29	\$7,627.51	\$8,008.88	\$8,409.33	\$8,829.79	\$9,271.28	\$9,734.85
50740	Recycling Programs Specialist I	T_ACE	A33	\$5,141.14	\$6,889.62	\$5,141.14	\$5,398.19	\$5,668.10	\$5,951.51	\$6,249.09	\$6,561.54	\$6,889.62
50741	Recycling Programs Specialist II	T_ACE	A40	\$6,111.20	\$8,189.59	\$6,111.20	\$6,416.76	\$6,737.59	\$7,074.47	\$7,428.20	\$7,799.61	\$8,189.59
20040	Risk & Safety Coordinator	UCT	U36	\$5,536.44	\$7,419.36	\$5,536.44	\$5,813.27	\$6,103.93	\$6,409.13	\$6,729.58	\$7,066.06	\$7,419.36
20337	Risk & Safety Manager	MGT	M22	\$9,929.07	\$14,769.74							
20345	Safety & Training Specialist	UCT	U40	\$6,111.20	\$8,189.59	\$6,111.20	\$6,416.76	\$6,737.59	\$7,074.47	\$7,428.20	\$7,799.61	\$8,189.59
82235	SCADA Engineer	UCT	U63	\$10,783.88	\$14,451.44	\$10,783.88	\$11,323.08	\$11,889.23	\$12,483.69	\$13,107.88	\$13,763.27	\$14,451.44
21100	Senior Administrative Assistant (Classified)	T_ACE	A23	\$4,016.25	\$5,382.16	\$4,016.25	\$4,217.06	\$4,427.91	\$4,649.31	\$4,881.78	\$5,125.86	\$5,382.16
21440	Senior Administrative Assistant (UCT)	UCT	U23	\$4,016.25	\$5,382.16	\$4,016.25	\$4,217.06	\$4,427.91	\$4,649.31	\$4,881.78	\$5,125.86	\$5,382.16
81315	Senior Cross Connection Technician	M&O	T49	\$8,303.08	\$11,126.93	\$8,303.08	\$8,698.95	\$9,154.15	\$9,611.86	\$10,092.45	\$10,597.07	\$11,126.93
21220	Senior Deputy City Attorney	MGT	M27	\$12,673.06	\$18,851.05							
20877	Senior Engineer	MGT	M21	\$9,456.72	\$14,066.08							
50821	Senior Environmental Compliance Inspector	T_ACE	A50	\$7,822.85	\$10,483.37	\$7,822.85	\$8,213.99	\$8,624.69	\$9,055.93	\$9,508.72	\$9,984.16	\$10,483.37
21331	Senior Executive Assistant	UCT	U48	\$7,445.90	\$9,978.22	\$7,445.90	\$7,818.20	\$8,209.11	\$8,619.56	\$9,050.54	\$9,503.07	\$9,978.22
21080	Senior Human Resources Analyst	MGT	M17	\$7,779.87	\$11,572.74							
21590	Senior Legal Assistant	UCT	U43	\$6,581.09	\$8,819.29	\$6,581.09	\$6,910.15	\$7,255.65	\$7,618.44	\$7,999.36	\$8,399.33	\$8,819.29
80681	Senior Maintenance Technician	M&O	T31	\$5,323.65	\$7,134.21	\$5,323.65	\$5,590.03	\$5,869.33	\$6,162.80	\$6,470.94	\$6,794.48	\$7,134.21
21319	Senior Network Systems Technician	UCT	U50	\$7,822.85	\$10,483.37	\$7,822.85	\$8,213.99	\$8,624.69	\$9,055.93	\$9,508.72	\$9,984.16	\$10,483.37
20840	Senior Planner	MGT	M16	\$7,410.35	\$11,022.12							
40632	Senior Property & Evidence Technician	NSP	A31	\$4,893.41	\$6,557.64	\$4,893.41	\$5,138.08	\$5,394.98	\$5,664.73	\$5,947.97	\$6,245.37	\$6,557.64
30150	Supervising Chemist	SUP	S58	\$9,531.38	\$12,772.96	\$9,531.38	\$10,007.95	\$10,508.35	\$11,033.77	\$11,585.45	\$12,164.73	\$12,772.96
20823	Systems Analyst I	UCT	U49	\$7,632.05	\$10,227.67	\$7,632.05	\$8,013.65	\$8,414.33	\$8,835.05	\$9,276.80	\$9,740.64	\$10,227.67
20825	Systems Analyst II	UCT	U54	\$8,634.96	\$11,571.68	\$8,634.96	\$9,066.71	\$9,520.05	\$9,996.05	\$10,495.85	\$11,020.64	\$11,571.68



Classification and Compensation Plan
Effective October 26, 2026

Job Code	Job Profile	Union Code	Compensation Grade	Pay Range Minimum Monthly	Pay Range Maximum Monthly	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly	Step 6 Monthly	Step 7 Monthly
20965	Telecommunications Specialist	UCT	U36	\$5,536.44	\$7,419.36	\$5,536.44	\$5,813.27	\$6,103.93	\$6,409.13	\$6,729.58	\$7,066.06	\$7,419.36
80308	Traffic Signal Technician I	M&O	T37	\$6,173.81	\$8,273.49	\$6,173.81	\$6,482.50	\$6,806.62	\$7,146.95	\$7,504.30	\$7,879.52	\$8,273.49
80309	Traffic Signal Technician II	M&O	T40	\$6,648.51	\$8,909.65	\$6,648.51	\$6,980.94	\$7,329.99	\$7,696.49	\$8,081.31	\$8,485.38	\$8,909.65
82233	Utilities Analyst	MGT	M17	\$7,779.87	\$11,572.74							
82230	Utilities Construction Coordinator	T_ACE	A39	\$5,962.14	\$7,989.84	\$5,962.14	\$6,260.25	\$6,573.26	\$6,901.93	\$7,247.02	\$7,609.37	\$7,989.84
20683	Utilities Construction Manager	MGT	M21	\$9,456.72	\$14,066.08							
81935	Utilities Maintenance Scheduler	UCT	U49	\$7,632.05	\$10,227.67	\$7,632.05	\$8,013.65	\$8,414.33	\$8,835.05	\$9,276.80	\$9,740.64	\$10,227.67
30350	Utility Billing Technician	T_ACE	A35	\$5,401.41	\$7,238.40	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72	\$7,238.40
20880	Utility Environmental Programs Manager	MGT	M19	\$8,577.89	\$12,758.59							
82280	Wastewater Collections Supervisor	SUP	S58	\$9,531.38	\$12,772.96	\$9,531.38	\$10,007.95	\$10,508.35	\$11,033.77	\$11,585.45	\$12,164.73	\$12,772.96
82220	Wastewater Collections Technician I	M&O	T31	\$5,323.65	\$7,134.21	\$5,323.65	\$5,590.03	\$5,869.33	\$6,162.80	\$6,470.94	\$6,794.48	\$7,134.21
82250	Wastewater Collections Technician II	M&O	T35	\$5,876.32	\$7,874.83	\$5,876.32	\$6,170.13	\$6,478.64	\$6,802.57	\$7,142.70	\$7,499.84	\$7,874.83
20920	Wastewater Maintenance Manager	MGT	M24	\$10,947.47	\$16,284.24							
20975	Wastewater Operations Manager	MGT	M24	\$10,947.47	\$16,284.24							
82920	Wastewater Treatment Plant Operations Supervisor	SUP	S62	\$10,520.86	\$14,098.96	\$10,520.86	\$11,046.91	\$11,599.25	\$12,179.21	\$12,788.17	\$13,427.58	\$14,098.96
83000	Wastewater Treatment Plant Operator I	M&O	T38	\$6,328.15	\$8,480.33	\$6,328.15	\$6,644.56	\$6,976.79	\$7,325.63	\$7,691.91	\$8,076.51	\$8,480.33
82900	Wastewater Treatment Plant Operator II	M&O	T42	\$6,985.10	\$9,360.70	\$6,985.10	\$7,334.35	\$7,701.07	\$8,086.12	\$8,490.43	\$8,914.95	\$9,360.70
82910	Wastewater Treatment Plant Operator III	M&O	T46	\$7,710.24	\$10,332.46	\$7,710.24	\$8,095.75	\$8,500.54	\$8,925.57	\$9,371.84	\$9,840.44	\$10,332.46
82901	Wastewater Treatment Plant Operator Trainee	M&O	T34	\$5,732.99	\$7,682.76	\$5,732.99	\$6,019.64	\$6,320.63	\$6,636.66	\$6,968.49	\$7,316.91	\$7,682.76
20930	Water Distribution Manager	MGT	M24	\$10,947.47	\$16,284.24							
82260	Water Distribution Supervisor	SUP	S61	\$10,264.26	\$13,755.09	\$10,264.26	\$10,777.47	\$11,316.34	\$11,882.16	\$12,476.27	\$13,100.08	\$13,755.09
82620	Water Distribution Technician I	M&O	T31	\$5,323.65	\$7,134.21	\$5,323.65	\$5,590.03	\$5,869.33	\$6,162.80	\$6,470.94	\$6,794.48	\$7,134.21
82640	Water Distribution Technician II	M&O	T35	\$5,876.32	\$7,874.83	\$5,876.32	\$6,170.13	\$6,478.64	\$6,802.57	\$7,142.70	\$7,499.84	\$7,874.83
82600	Water Meter Reader	M&O	T31	\$5,323.65	\$7,134.21	\$5,323.65	\$5,590.03	\$5,869.33	\$6,162.80	\$6,470.94	\$6,794.48	\$7,134.21
80051	Water Meter Services Supervisor	SUP	S55	\$8,850.84	\$11,860.97	\$8,850.84	\$9,293.38	\$9,758.05	\$10,245.95	\$10,758.25	\$11,296.16	\$11,860.97



Classification and Compensation Plan
Effective October 26, 2026

Job Code	Job Profile	Union Code	Compensation Grade	Pay Range Minimum Monthly	Pay Range Maximum Monthly	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly	Step 6 Monthly	Step 7 Monthly
82650	Water Service Representative	M&O	T33	\$5,593.16	\$7,495.38	\$5,593.16	\$5,872.82	\$6,166.46	\$6,474.79	\$6,798.53	\$7,138.51	\$7,495.38
82751	Water Treatment Plant Maintenance Supervisor	SUP	S66	\$11,613.06	\$15,562.62	\$11,613.06	\$12,193.72	\$12,803.40	\$13,443.57	\$14,115.75	\$14,821.54	\$15,562.62
20990	Water Treatment Plant Manager	MGT	M24	\$10,947.47	\$16,284.24							
82750	Water Treatment Plant Operations Supervisor	SUP	S66	\$11,613.06	\$15,562.62	\$11,613.06	\$12,193.72	\$12,803.40	\$13,443.57	\$14,115.75	\$14,821.54	\$15,562.62
82800	Water Treatment Plant Operator I	M&O	T38	\$6,328.15	\$8,480.33	\$6,328.15	\$6,644.56	\$6,976.79	\$7,325.63	\$7,691.91	\$8,076.51	\$8,480.33
82700	Water Treatment Plant Operator II	M&O	T42	\$6,985.10	\$9,360.70	\$6,985.10	\$7,334.35	\$7,701.07	\$8,086.12	\$8,490.43	\$8,914.95	\$9,360.70
82720	Water Treatment Plant Operator III	M&O	T46	\$7,710.24	\$10,332.46	\$7,710.24	\$8,095.75	\$8,500.54	\$8,925.57	\$9,371.84	\$9,840.44	\$10,332.46
82805	Water Treatment Plant Trainee	M&O	T34	\$5,732.99	\$7,682.76	\$5,732.99	\$6,019.64	\$6,320.63	\$6,636.66	\$6,968.49	\$7,316.91	\$7,682.76



STAFF REPORT

November 4, 2026

File Number 0600-10; A-0813-5; A-3629-2; A-3630-2

SUBJECT

AMENDMENTS TO THREE GROUND LEASES BETWEEN THE CITY OF ESCONDIDO AND NORTH COUNTY FAIR LP AND EWH ESCONDIDO ASSOCIATES LP FOR PARCELS 2, 5, 7, AND 8 AT THE NORTH COUNTY MALL

DEPARTMENT

City Manager's Office

RECOMMENDATION

Request City Council adopt Resolution No. 2026-184, authorizing the Mayor and/or Authorized Officers to execute three Ground Lease Amendments, all with North County Fair LP and EWH Escondido Associates LP. The three Ground Lease Amendments are:

1. Amendment No. 5 to the Ground Lease of Parcels 7 and 8
2. Amendment No. 2 to the Ground Lease of Parcel 2
3. Amendment No. 2 to the Ground Lease of Parcel 5

Throughout this report, these Amendments will be described collectively as the "Ground Lease Amendments".

The proposed Ground Lease Amendments would extend the lease term by a period of 28 years, provided certain conditions are met as described in the *Background* section of this report, including several capital improvements to the facilities at the Mall during the next 10 years. The current lease terms expire on June 30, 2053, and the proposed extended term would expire on June 30, 2081.

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

Presenter: Christopher McKinney, Deputy City Manager

ESSENTIAL SERVICE – Yes, Land Use/Development; Public Works/Infrastructure

COUNCIL PRIORITY – Be Business Friendly; Drive Community and Land Development

FISCAL ANALYSIS

The Lessee presently pays annual rent of \$88,956.22 for Parcels 2, 5, 7, and 8 at the North County Mall. Under the terms of the proposed Ground Lease Amendments, the rent will escalate during the term of the extension by the lesser of 2.5% and the percentage annual growth of the Monthly Consumer Price Index. The lease term extension is conditioned on the Lessee providing their consent for final execution



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of the lease of Parcel 1 between the City and Costco Wholesale Corporation (“Costco Lease”). Lessee’s consent to the Costco Lease is required under the Reciprocal Easement Agreement (“REA”), an agreement among the several leaseholders of the properties at the Mall site governing use of certain areas of the Mall site for mutual benefit. The City is not a party to the REA. Once consent is granted by the Lessee for the Costco Lease and when a Costco Wholesale store is operational, annual sales tax revenue realized by the City is conservatively projected to be more than \$2 million per year with more than 300 created jobs.

PREVIOUS ACTION

On June 27, 2022, the City Council adopted Resolution No. 2022-94, authorizing the Mayor and/or Authorized Officers to execute, among other documents, similar lease amendments to the Ground Lease Amendments under consideration here, as well as amendments to leases for other City owned properties at the Mall site. Lessees on other City properties were unable to come to mutually agreeable terms to transfer their leaseholds. The lease amendment with North County Fair LLC and EWH Escondido Associates LLC was contingent on these other transfers, so the North County Fair LLC and EWH Escondido Associates LLC lease amendment was never executed.

On August 12, 2026, the City Council adopted Resolution No. 2026-139, authorizing the Mayor and/or authorized offices to execute, among other documents, a lease for Parcel 1 to Costco Wholesale Corporation, contingent on termination of the existing leasehold for that Parcel 1.

BACKGROUND

Escondido’s North County Mall (“Mall”) is located southern Escondido, near the intersection of Interstate 15 and East Via Rancho Parkway. It is comprised on 8 parcels totaling approximately 83 acres. The City owns 7 of the eight parcels – Parcels 1 through 5, Parcel 7, and Parcel 8 – totaling an area of approximately 74 acres. Parcel 6 is owned by Macy’s, Inc. with an area of approximately 8 acres (*see site diagram below*). It was originally developed by Ernest Hahn and designed by architect Jon Jerde in the mid-1980’s on land owned primarily by the City. The Mall development includes approximately 1.2 million square feet of retail commercial space and at the time of development was touted as the largest enclosed mall in the San Diego region.

The Mall came about pursuant to Proposition A in June 1979. The voters approved the sale of an undeveloped 75.5-acre portion of Kit Carson Park abandoning it as park use and both specifying the planned development of a retail center and replacing the previous park property by acquiring 77.5 acres of adjacent property and dedicating that newly acquired property for park purposes.

The ground lease between the City and the then-developer (Hahn) was for a term of 55 years. The ground lease provided for a combination of fixed rent and percentage rent. Beginning in calendar year 2016, the fixed rent amount is equal to \$1,390,000 with annual increases of 2.5% or CPI, whichever is less. Four anchor stores pay a fixed amount of \$98,000 and the fifth location, J.C. Penney, pays an annual rent of \$10. Since 2016, the rent paid to the City has been an average of \$1,382,000 annually.



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Westfield / North County Shopping Mall Parcel Map

Parcel numbers correspond to those used in this report. Red parcels denote ground leases with anchor stores, except for Parcel 6 which is privately owned. Blue parcels denote ground leases with Westfield. Parcel boundaries approximate.

The six major department stores at the time the Mall opened in 1985 included Sears, J.C. Penney, Nordstrom, Robinsons, Broadway and May Company. Five of these stores were not part of the mall ground lease but were on their own parcels, leased directly from the City. The sole exception was May Company, which owned the parcel on which their store was situated. The term of each department store ground lease is similar to the primary ground lease, which is 55 years. Cooperation between the department stores and the shopping center is assured through a Reciprocal Easement Agreement (“REA”).

The department stores were seen as “anchors” for the shopping center and thus desirable tenants. Rents for the department stores were set very low to induce these stores to locate in the mall. Apart from J.C. Penney, rents for each department store lease was fixed at \$98,000 per year. J.C. Penney pays virtually no rent at \$10.00 per year. However, all department stores provide significant sales tax revenues to the City and have “anchored” the shopping center since its opening.

There has been significant consolidation in the department store market sector since the shopping center was first developed. May Company consolidated with Robinsons, resulting in two anchors being owned by a single company. The Broadway was then acquired by Federated Department Stores, now known as Macy’s Inc., subsequently acquired Robinsons-May. More recently, Sears and Nordstrom discontinued



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operations at the shopping center. Thus, of the original six independent anchors at the shopping center in 1985, there are now two department store ownerships: J.C. Penney and Macy's.

In 1994, the corporation now known as Unibail-Rodamco-Westfield ("Westfield") acquired the leases for Parcel 2, Parcel 5, Parcel 7, and Parcel 8, which are the parcels of the Mall not including the anchor stores and much of the car parking field. In 2012, a renovation project at the Westfield Property was completed, including a new Target store; improvements to the mall common areas and entrances; resurfacing of the parking lot; new restaurants and a remodel of the food court. In association with the renovation project, terms of the original lease were revised, which included a lease extension and an increased ground rent. The original ground lease term was extended for an additional 15 years, as requested by Westfield, and will now expire on June 30, 2053.

In 2023, Westfield sold its lease to Bridge Group Investments and Steerpoint Capital ("Steerpoint"), now known as North County Fair LLC and EWH Escondido Associates LLC.

PROPOSED GROUND LEASE AMENDMENTS

The proposed Ground Lease Amendments under consideration here pertain to the City-owned Parcels 2, 5, 7, and 8 at the Mall site, which includes the Mall building itself (excluding the anchor stores), much of the Mall site parking lot, and four stand-alone restaurant sites (BJ's Restaurant and Brewhouse, Surfing Crab, Black Angus Steakhouse, and the former On the Border) *(see diagram on Page 3 of this report)*. These four parcels are currently leased to the Lessee through June 30, 2053, with the leases originally granted in the early 1980, and amended multiple times previously, notably to change Lessee on two prior occasions.

The Ground Lease Amendments includes several acknowledgements and commitments from the Lessee and from the City:

1. The Lessee acknowledges the City's intent to enter into a Ground Lease for Parcel 1 with Costco Wholesale Corporation. The Mayor was authorized by the City Council to execute the lease agreement with Costco via Resolution No. 2026-139 on August 12, 2026. For the Costco lease agreement to be executed, Transform Operating Stores LLC ("Transformco") must agree to terminate its current lease of Parcel 1, but such agreement has not yet been reached.
2. The City will extend the existing lease term for Parcels 2, 5, 7, and 8 for an additional 28 years, from the current termination date of June 30, 2053, until June 30, 2081. This extension is contingent on the Lessee's successful completion of several capital improvement projects at the Mall site, as listed in Exhibit B of the attached Amendment No. 5 for Ground Lease (Parcels 7 and 8) and as described below (see #5). The date of extended lease termination is set to approximately coincide with the termination of the approved Costco lease, assuming that all seven of the 5-year extension options to the Costco lease are exercised.



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3. The rent paid by the Lessee to the City will escalate at annual rate during the extended term by the lesser of 2.5% or the percentage annual growth of the Monthly Consumer Price Index.
4. The Lessee agrees to provide its consent, as required under the Reciprocal Easement Agreement among the lessees of the Mall site, for a Costco to be constructed and to operate on Parcel 1.
5. The Lessee commits to several capital improvements to the facilities on its leasehold. These improvements are detailed in Section 5 of the Ground Lease Amendment for Parcels 7 and 8, and in Exhibit C of that Amendment. In summary, the Lessee agrees to improvements to the “vertical transportation” (i.e. escalators and elevators); asphalt repair and replacement in the parking lots and driveways; replacement of all heating, ventilation, and air conditioning (HVAC) units; roofing repairs, closed-circuit television (CCTV) system upgrades and repairs; parking lot lighting replacement; public restroom refurbishment; and Paseo finishing work on the passage between the future Costco Warehouse and the Mall. These projects are all planned for completion by 2031, with an outside completion date of December 31, 2037.
6. If the Lessee fails to complete any of the improvements described in #5 above, the City may notice the Lessee in writing of the failure and, if the Lessee does not complete the work within some reasonable cure period as described in the Amendments, the City may cancel the term extension and revert the termination date back to June 30, 2053 (i.e. Term Reversion).

If the City Council authorizes execution of the Ground Lease Amendments as described in this report, the Lessee and Costco intend to work toward a negotiated termination of the current leasehold of Parcel 1 so that the Mayor may execute the lease with Costco for Parcel 1 and the Ground Lease Amendments considered here. The City is not a party to the negotiations or agreements for the termination of the current leasehold of Parcel 1.

RESOLUTION

- a. Resolution No. 2026-184
- b. Resolution No. 2026-184 Exhibit “A” which includes:
 - i. Amendment No. 5 to Ground Lease (Parcels 7 and 8) with North County Fair LLC and EWH Escondido Associates LLC
 - ii. Amendment No. 2 to Ground Lease (Parcel 2) with North County Fair LLC and EWH Escondido Associates LLC
 - iii. Amendment No. 2 to Ground Lease (Parcel 5) with North County Fair LLC and EWH Escondido Associates LLC;

RESOLUTION NO. 2026-184

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND AUTHORIZED OFFICERS TO EXECUTE, ON BEHALF OF THE CITY, THREE GROUND LEASE AMENDMENTS WITH NORTH COUNTY FAIR LP AND EWH ESCONDIDO ASSOCIATES LP FOR PARCELS 2, 5, 7, AND 8 AT THE NORTH COUNTY MALL SITE

WHEREAS, this Resolution is being adopted for the purpose of authorizing the Mayor, the City Manager, and/or a Deputy City Manager, and others as permitted by law to execute, on behalf of the City of Escondido ("City"), three ground lease amendments and related documents with North County Fair LP and EWH Escondido Associates LP; and

WHEREAS, these amendments are [1] Amendment No. 5 to the Ground Lease (Parcels 7 and 8), [2] Amendment No. 2 to the Ground Lease (Parcel 2), [3] Amendment No. 2 to the Ground Lease (Parcel 5); and

WHEREAS, all three amendments will extend the term of the leases from the current termination date of June 30, 2053, to June 30, 2081, an additional term of 28 years; and

WHEREAS, this term extension is intended to match the termination date of these leases to the anticipated lease of Parcel 1 to Costco Wholesale Corporation; and

WHEREAS, North County Fair LP and EWH Escondido Associates LP agree to provide their consent, as required under the Reciprocal Easement Agreement among the lessees of the North County Mall site, for a Costco to be constructed and to operate on Parcel 1; and

WHEREAS, rent paid by North County Fair LP and EWH Escondido Associates LP to the City will escalate during the extended term at annual rate of the lesser of 2.5% or the percentage annual growth of the Monthly Consumer Price Index.; and

WHEREAS, North County Fair LP and EWH Escondido Associates LP commit to several capital improvements to the facilities on its leasehold, including but not limited to escalator and elevator refurbishment or replacement, asphalt repair and replacement in the parking lots and driveways, and replacement of all heating, ventilation, and air conditioning (HVAC) units.

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 are incorporated herein.
2. That the Mayor and all Authorized Officers are hereby authorized to execute, subject to final negotiation and approval as to form by the City Attorney, three ground lease amendments and associated documents, attached hereto as Exhibit "A": [1] Amendment No. 5 to the Ground Lease (Parcels 7 and 8), [2] Amendment No. 2 to the Ground Lease (Parcel 2), [3] Amendment No. 2 to the Ground Lease (Parcel 5).

AMENDMENT NO. 5 TO GROUND LEASE

(PARCELS 7 and 8)

This AMENDMENT NO. 5 TO GROUND LEASE ("**Amendment**") is made and entered into as of [] (the "**Effective Date**"), by and between the CITY OF ESCONDIDO, a municipal corporation ("**Lessor**"), and NORTH COUNTY FAIR LP, a Delaware limited partnership, and EWH ESCONDIDO ASSOCIATES, L.P., a Delaware limited partnership, as tenants-in-common (collectively, "**Lessee**").

R E C I T A L S :

A. This Amendment is made with respect to that certain Ground Lease dated as of February 2, 1981 between the City of Escondido, as landlord/lessor, and EWH 1979 Development Company, L.P., as tenant/lessee, relating to certain premises currently known as Westfield North County located on land described in Exhibit A hereto, a memorandum of which was recorded on July 21, 1983 as File No. 83-250262 in the Office of the Recorder of San Diego County ("**Recorder's Office**"), and re-recorded on October 4, 1983 as File No. 83-355868 in the Recorder's Office, as amended by Amendment No. 1 to Ground Lease dated August 24, 1982, Amendment No. 2 to Ground Lease dated February 12, 1986, recorded on March 5, 1986 as File No. 86-087687 in the Recorder's Office, Amendment No. 3 to Ground Lease dated November 26, 1986, recorded on November 26, 1986 as File No. 86-549261 in the Recorder's Office, and Amendment No. 4 to Ground Lease dated February 13, 2012 (collectively and as amended from time to time, the "**Lease**"). Lessee is the current "Lessee" under the Lease. Terms not otherwise defined in this Amendment are defined in the Lease.

B. Lessor and Lessee desire to amend the Lease to extend the Lease Term, together with such other matters as set forth herein.

C. Lessor intends to enter into a ground lease of the Sears Tract with [Costco] ("**Costco**") for the development and operation of a Costco store, which lease was approved by Lessor's City Council on August 12, 2026 (the "**Costco Lease**"). Lessee's approval of Costco's use and development of the Sears Tract is required under the REA, and Lessor and Lessee desire to provide for the extension of the Lease Term on the terms set forth herein.

D. Lessee has granted a leasehold deed of trust in favor of JPMorgan Chase Bank, N.A. (together with its successors and assigns, "**Lender**"), and Lessor, Lessee and Lender are parties to that certain Consent, Estoppel and Agreement dated as of December 18, 2025, evidenced by that certain Memorandum of Consent, Estoppel and Agreement recorded December 19, 2025 as Document No. 2025-0358239 in the Recorder's Office (the "**Lender Consent**"), under which, among other things, Lessor recognizes Lender as a Leasehold Mortgagee under the Lease and has agreed to give Lender notice of defaults and cure rights.

A G R E E M E N T :

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Existing Term. Lessor and Lessee acknowledge and agree that the Lease Term expires on June 30, 2053.

2. Extension of Lease Term. Effective as of the Extension Effective Date (as defined below), the Lease Term is hereby extended for a period of twenty-eight (28) years commencing on July 1, 2053 and

ending on June 30, 2081 (the "**Second Extension Term**"), without the necessity of any notice, election or other action by Lessee. From and after the Extension Effective Date, all references in the Lease to the "Lease Term" shall include the Second Extension Term. The "**Extension Effective Date**" means the first date on which each of the conditions described on Exhibit B hereto (the "**Conditions**") has been satisfied. The Conditions are limited to those set forth on Exhibit B. At any time following the satisfaction of the Conditions, Lessee may request from Lessor, and Lessor shall promptly (and in any event within ten (10) business days) provide, a written acknowledgment, in recordable form, that the Conditions have been satisfied, that the Extension Effective Date has occurred and that the Lease Term has been extended through June 30, 2081 in accordance with this Amendment. Lessee shall have no obligation to deliver the Costco Consent (as defined on Exhibit B), and no rights shall become effective thereunder, unless the Extension Effective Date occurs concurrently therewith. From and after the Extension Effective Date, Lessee's right to the Second Extension Term shall not be subject to any condition subsequent, reversion or forfeiture, other than the Term Reversion expressly set forth in Section 6.

3. Fixed Rent During Second Extension Term. The amount of Fixed Rent payable during the Second Extension Term shall initially be the same amount of Fixed Rent payable immediately prior to the Second Extension Term. On each Adjustment Date that occurs during the Second Extension Term, the entirety of the Fixed Rent in effect immediately prior to such Adjustment Date shall increase by the lesser of (a) two and one-half percent (2.5%) or (b) the percentage increase, if any, between the Index in effect on the date that is fourteen (14) months prior to such Adjustment Date and the Index in effect on the date that is two (2) months prior to such Adjustment Date.

4. Costco at the Sears Tract. Effective with the Extension Effective Date, Lessee hereby agrees to deliver the Costco Consent. Lessor acknowledges that the Costco Consent is given in connection with, and in reliance upon, Lessor's agreement to extend the Lease Term pursuant to Section 2.

5. Improvements. Lessee shall complete the Improvements in accordance with this Section 5.

(a) Commitment. In consideration of the extension of the Lease Term, Lessee shall, at Lessee's sole cost and expense, complete, or cause to be completed, the capital improvements described on Exhibit C attached hereto, including the Paseo Finishing Work (collectively, the "**Improvements**"), on or before the applicable outside completion date set forth on Exhibit C (each, as it may be extended pursuant to this Amendment, an "**Outside Completion Date**"). An Improvement shall be deemed "complete" when it has been substantially completed, excluding minor punch-list items and finish items that do not materially interfere with the use or operation of the Improvement.

(b) Paseo Finishing Work. The Improvements include aesthetic enhancements to the paseo connecting the Costco premises on the Sears Tract to the remainder of the shopping center (the "**Paseo**"), such as soft seating, fixtures and furniture (collectively, the "**Paseo Finishing Work**"). The scope, design and amenity selection of the Paseo Finishing Work shall be determined by Lessee in its sole discretion, and the Paseo Finishing Work does not include the performance of any construction. The "**Costco Paseo Completion Date**" means the date on which Costco provides Lessee written notification that the construction of the Paseo has been completed.

(c) Permitted Delays. Each Outside Completion Date, and each other date or period for performance under this Section 5 or Section 6 (including the Cure Period), shall be extended on a day-for-day basis for each day that the commencement, prosecution or completion of the applicable Improvement is delayed by any of the following (each, a "**Permitted Delay**"): acts of God, including, by way of example and not limitation, unusually severe or inclement weather; fire, earthquake, flood or other casualty; epidemic or pandemic; war, terrorism, riot or civil disturbance; strikes, lockouts or other labor disputes; shortages or unavailability of labor, materials, equipment or utilities that make it impossible, not just more expensive, to perform; supply-chain disruptions, cyber-attacks, embargoes, tariffs or similar governmental actions;

delays in the issuance of, or the imposition of conditions outside Lessee's control on, any permit, approval, inspection or utility service by any governmental authority or utility provider (so long as Lessee has timely applied therefor); litigation or other third-party challenges; the acts or omissions of Costco (including any delay in the construction of the Paseo) or of any other party to the REA; the acts or omissions of Lessor; or any other cause beyond Lessee's reasonable control (excluding Lessee's financial inability to perform). Lessee shall notify Lessor of the date Lessee plans to start physical construction of the Improvement ("**Planned Commencement Date**"), and the date Lessee plans to complete the Improvement ("**Planned Completion Date**") at least 60 days prior to the Planned Commencement Date. A Permitted Delay can occur only after such notice of Planned Commencement Date and Planned Completion Date has been provided to Lessor, any delays prior to notice are not Permitted Delays.

(d) Completion Certification. Upon completion of an Improvement (or, at Lessee's election, a group of Improvements), Lessee shall deliver to Lessor a written certification stating a general description of the Improvement(s) completed (a "**Completion Certificate**"). Within twenty (20) days after receipt of a Completion Certificate, Lessor shall either (i) confirm in writing that the applicable Improvement has been completed, or (ii) deliver written notice to Lessee specifying in reasonable detail the respects in which Lessor contends the Improvement has not been completed in accordance with this Amendment. If Lessor does not deliver such a notice within such twenty (20) day period, the applicable Improvement shall be deemed completed.

6. Remedies. Lessee's failure to complete the Improvements shall be governed exclusively by this Section 6.

(a) Notice and Cure. If Lessee fails to complete any Improvement on or before the applicable Outside Completion Date (as extended for Permitted Delays), Lessor may deliver written notice to Lessee, with a concurrent copy to Lender and each other Leasehold Mortgagee of which Lessor has notice (a "**Completion Default Notice**") describing in reasonable detail the Improvement that has not been completed. Lessee shall have a period of one hundred eighty (180) days after receipt of a Completion Default Notice (as extended for Permitted Delays, the "**Cure Period**") within which to complete such Improvement; provided that if Lessee has commenced and is diligently pursuing completion of such Improvement but cannot reasonably complete it within the Cure Period, the Cure Period shall be extended for such additional period as is reasonably necessary, not to exceed three hundred sixty-five (365) additional days. Lender and each other Leasehold Mortgagee shall have the cure rights provided in the Lease and the Lender Consent with respect to any failure described in a Completion Default Notice (and in no event less than sixty (60) days beyond the Cure Period available to Lessee), including the right, but not the obligation, to complete the applicable Improvement on behalf of Lessee, and Lessor shall accept such performance as if made by Lessee.

(b) Term Reversion. If Lessee fails to complete the Improvement described in a Completion Default Notice before the expiration of the Cure Period, then Lessor may, by written notice to Lessee given within one hundred eighty (180) days following expiration of the Cure Period, elect to reduce the Lease Term to the term in effect under the Lease immediately prior to the Extension Effective Date, expiring on June 30, 2053, and eliminate the Second Extension Term (the "**Term Reversion**"). Upon the Term Reversion becoming effective, the Second Extension Term (and the provisions of Section 3) shall be of no further force or effect, and the Lease shall otherwise continue in full force and effect for the balance of the Lease Term expiring on June 30, 2053. At Lessee's or Lessor's request, the parties shall execute and record a memorandum confirming the Term Reversion. Lessor shall deliver any notice of Term Reversion to Lender and each other Leasehold Mortgagee concurrently with its delivery to Lessee, and the Term Reversion shall not become effective as against Lender or any such Leasehold Mortgagee unless and until such notice has been so delivered and the applicable cure periods have expired.

(c) Exclusive Remedy. The Term Reversion shall be Lessor's sole and exclusive remedy for any failure by Lessee to complete any Improvement. Without limiting the foregoing, no such failure shall

constitute a default or event of default under the Lease, and Lessor shall have no right to terminate the Lease, to recover damages, or to seek specific performance or other equitable relief by reason of such failure, and Lessor hereby waives any such right. No Term Reversion shall affect Lessee's rights under the Lease for the balance of the Lease Term expiring on June 30, 2053, or give rise to any claim by Lessor for any payment or refund.

7. Maximum Term. The parties intend that the Lease Term, as extended by this Amendment, comply with all applicable law, including California Civil Code Section 718. If a court of competent jurisdiction determines that the Lease Term, as extended hereby, exceeds the maximum term permitted by applicable law, then (a) the Lease Term shall be limited to the maximum term so permitted, (b) neither the Lease nor this Amendment shall be void or invalidated by reason thereof, and (c) Lessor and Lessee shall, at Lessee's request, promptly execute and deliver such amendment or replacement lease as is reasonably necessary to restore to Lessee, to the maximum extent permitted by law, the benefit of the balance of the Second Extension Term on the terms of the Lease, as amended hereby.

8. Lender Consent. Lessor acknowledges and agrees that (a) the Lender Consent remains in full force and effect and applies to the Lease as amended by this Amendment, including the Second Extension Term; (b) the rights of Lender and each other Leasehold Mortgagee under the Lease and the Lender Consent, including notice, cure and new lease rights, extend to the Second Extension Term and to Lessee's obligations under Sections 5 and 6; (c) upon request, Lessor shall deliver to Lender a copy of any acknowledgment given under Section 2; and (d) nothing in this Amendment modifies or impairs the Lender Consent or the rights of Lender thereunder.

9. No Other Amendments. Except as amended hereby, all of the provisions of the Lease shall remain in full force and effect.

10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute but one and the same instrument.

11. Memorandum. At Lessee's request, Lessor and Lessee shall execute, acknowledge and record in the Recorder's Office a memorandum of this Amendment.

12. Successors and Assigns. The provisions of this Amendment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the date first above written.

"Lessor"

CITY OF ESCONDIDO,
a municipal corporation

By: _____
Name: _____
Title: _____

"Lessee"

NORTH COUNTY FAIR LP,
a Delaware limited partnership,
as tenants-in-common

By: _____
Name: _____
Title: _____

EWB ESCONDIDO ASSOCIATES, L.P., a
Delaware limited partnership,
as tenants-in-common

By: _____
Name: _____
Title: _____

27331630.6

EXHIBIT A

Legal Description of Demised Premises

PARCELS 7 AND 8 OF ESCONDIDO MAP NO. 85-08, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP NO. 14270, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 1, 1986.

EXHIBIT B

Description of Conditions

The following Conditions shall have been satisfied in order for the Extension Effective Date to occur:

1. The Lessor's lease agreement with Transform Operating Stores LLC has been terminated, and the Lessor and Costco have executed the Costco Lease.
2. Lessee and Costco have executed a consent and approval agreement pursuant to which Lessee grants certain approvals required of Lessee under the REA in connection with Costco's use and development of the Sears Tract (the "**Costco Consent**").

EXHIBIT C

Improvements and Outside Completion Dates

The Improvements consist of the following capital improvements, each of which shall be completed on or before the applicable Outside Completion Date, as the same may be extended pursuant to the Amendment.

Part 1 – Infrastructure and Other Improvements (items from the 2027 Five-Year Capital Expenditure Plan)

Improvement	Plan Window	Outside Completion Date
Vertical Transportation Upgrades	2027–2031	December 31, 2037
Paving – Asphalt Repair and Replacement	2027–2031	December 31, 2037
HVAC – Rooftop Unit Replacement Program	2027–2031	December 31, 2037
Roofing – Corrective Repairs	2027	December 31, 2037
CCTV System Upgrade	2027	December 31, 2037
Parking Lot Lights	2027	December 31, 2037
Public Restroom Refresh	2027–2029	December 31, 2037

Part 2 – Paseo Finishing Work

The Paseo Finishing Work, as described in Section 5(b) of the Amendment. Outside Completion Date: one hundred eighty (180) days after the Costco Paseo Completion Date.

AMENDMENT NO. 2 TO GROUND LEASE

(PARCEL 2)

This AMENDMENT NO. 2 TO GROUND LEASE ("**Amendment**") is made and entered into as of [] ("**Effective Date**"), by and between the CITY OF ESCONDIDO, a municipal corporation ("**Lessor**"), and NORTH COUNTY FAIR LP, a Delaware limited partnership, and EWH ESCONDIDO ASSOCIATES, L.P., a Delaware limited partnership, as tenants-in-common (collectively, "**Lessee**").

RECITALS:

A. This Amendment is made with respect to that certain Ground Lease dated as of November 26, 1986, between the City of Escondido, as landlord/lessor, and Adcor Realty Corporation, as tenant/lessee, relating to certain premises described in Exhibit A attached hereto located within the shopping center currently known as Westfield North County, a memorandum of which was recorded on November 26, 1986 as File No. 86-549263 in the Office of the Recorder of San Diego County ("**Recorder's Office**"), as amended by Amendment No. 1 to Ground Lease dated February 13, 2012 (collectively and as amended from time to time, the "**Lease**"). Lessee is the current "Lessee" under the Lease. Terms not otherwise defined in this Amendment are defined in the Lease.

B. Lessor and Lessee desire to amend the Lease to extend the Lease Term, together with such other matters as set forth herein.

C. Lessee has granted a leasehold deed of trust in favor of JPMorgan Chase Bank, N.A. (together with its successors and assigns, "**Lender**"), and Lessor, Lessee and Lender are parties to that certain Consent, Estoppel and Agreement dated as of December 18, 2025, evidenced by that certain Memorandum of Consent, Estoppel and Agreement recorded December 19, 2025 as Document No. 2025-0358238 in the Recorder's Office (the "**Lender Consent**"), under which, among other things, Lessor recognizes Lender as a Leasehold Mortgagee under the Lease and has agreed to give Lender notice of defaults and cure rights.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Existing Term. Lessor and Lessee acknowledge and agree that the Lease Term expires on June 30, 2053.

2. Extension of Lease Term. Effective as of the Extension Effective Date (as defined below), the Lease Term is hereby extended through June 30, 2081 (the "**Second Extension Term**"), without the necessity of any notice, election or other action by Lessee. From and after the Extension Effective Date, all references in the Lease to the "Lease Term" shall include the Second Extension Term. The "**Extension Effective Date**" means the "Extension Effective Date" as defined in Amendment No. 5 to the Ground Lease (Parcels 7 and 8) between Lessor and the lessee under the Ground Lease (the "**Developer Amendment**"), and the extension provided for in this Section 2 shall take effect concurrently with the Extension Effective Date under the Developer Amendment. At any time following the Extension Effective Date, Lessee may request from Lessor, and Lessor shall promptly (and in any event within ten (10) business days) provide, a written acknowledgment, in recordable form, that the Extension Effective Date has occurred and that the Lease Term has been extended through June 30, 2081 in accordance with this Amendment.

3. Lender Consent. Lessor acknowledges and agrees that (a) the Lender Consent remains in full force and effect and applies to the Lease as amended by this Amendment, including the Second Extension Term; (b) the rights of Lender and each other Leasehold Mortgagee under the Lease and the Lender Consent, including notice, cure and new lease rights, extend to the Second Extension Term; (c) upon request, Lessor shall deliver to Lender a copy of any acknowledgment given under Section 2; and (d) nothing in this Amendment modifies or impairs the Lender Consent or the rights of Lender thereunder.

4. Maximum Term. The parties intend that the Lease Term, as extended by this Amendment, comply with all applicable law, including California Civil Code Section 718. If a court of competent jurisdiction determines that the Lease Term, as extended hereby, exceeds the maximum term permitted by applicable law, then (a) the Lease Term shall be limited to the maximum term so permitted, (b) neither the Lease nor this Amendment shall be void or invalidated by reason thereof, and (c) Lessor and Lessee shall, at Lessee's request, promptly execute and deliver such amendment or replacement lease as is reasonably necessary to restore to Lessee, to the maximum extent permitted by law, the benefit of the balance of the Second Extension Term on the terms of the Lease, as amended hereby.

5. No Other Amendments. Except as amended hereby, all of the provisions of the Lease shall remain in full force and effect.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute but one and the same instrument.

7. Memorandum. At Lessee's request, Lessor and Lessee shall execute, acknowledge and record in the Recorder's Office a memorandum of this Amendment.

8. Successors and Assigns. The provisions of this Amendment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

[Signatures continue on following pages]

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the date first above written.

"Lessor"

CITY OF ESCONDIDO,
a municipal corporation

By: _____

Name: _____

Title: _____

"Lessee"

NORTH COUNTY FAIR LP,
a Delaware limited partnership,
as tenants-in-common

By: _____

Name: _____

Title: _____

EWB ESCONDIDO ASSOCIATES, L.P., a
Delaware limited partnership,
as tenants-in-common

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of Demised Premises

PARCEL 2 OF ESCONDIDO MAP NO. 85-08, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP NO. 14270, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 1, 1986.

AMENDMENT NO. 2 TO GROUND LEASE

(PARCEL 5)

This AMENDMENT NO. 2 TO GROUND LEASE ("**Amendment**") is made and entered into as of [] ("**Effective Date**"), by and between the CITY OF ESCONDIDO, a municipal corporation ("**Lessor**"), and NORTH COUNTY FAIR LP, a Delaware limited partnership, and EWH ESCONDIDO ASSOCIATES, L.P., a Delaware limited partnership, as tenants-in-common (collectively, "**Lessee**").

R E C I T A L S

A. This Amendment is made with respect to that certain Ground Lease dated as of October 5, 2011, between Lessor's predecessor-in-interest, Macy's West Store, Inc., and Lessee's predecessor-in-interest, Macy's Escondido, Inc., relating to certain premises described on Exhibit A attached hereto located within the shopping center currently known as Westfield North County, a memorandum of which, entitled Notice of Ground Lease, was recorded on November 11, 2011 as File No. 2011-0595389 in the Office of the Recorder of San Diego County ("**Recorder's Office**"), as amended by Amendment No. 1 to Ground Lease dated April 30, 2014 (collectively and as amended from time to time, the "**Lease**"). Lessee is the current "Lessee" under the Lease. Terms not otherwise defined in this Amendment are defined in the Lease.

B. Lessor and Lessee desire to amend the Lease to extend the Lease Term, together with such other matters as set forth herein.

C. Lessee has granted a leasehold deed of trust in favor of JPMorgan Chase Bank, N.A. (together with its successors and assigns, "**Lender**"), and Lessor, Lessee and Lender are parties to that certain Consent, Estoppel and Agreement dated as of December 18, 2025, evidenced by that certain Memorandum of Consent, Estoppel and Agreement recorded December 19, 2025 as Document No. 2025-0358240 in the Recorder's Office (the "**Lender Consent**"), under which, among other things, Lessor recognizes Lender as a Leasehold Mortgagee under the Lease and has agreed to give Lender notice of defaults and cure rights.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Existing Term. Lessor and Lessee acknowledge and agree that the Lease Term expires on June 30, 2053.

2. Extension of Lease Term. Effective as of the Extension Effective Date (as defined below), the Lease Term is hereby extended through June 30, 2081 (the "**Second Extension Term**"), without the necessity of any notice, election or other action by Lessee. From and after the Extension Effective Date, all references in the Lease to the "Lease Term" shall include the Second Extension Term. The "**Extension Effective Date**" means the "Extension Effective Date" as defined in Amendment No. 5 to the Ground Lease (Parcels 7 and 8) between Lessor and the lessee under the Ground Lease (the "**Developer Amendment**"), and the extension provided for in this Section 2 shall take effect concurrently with the Extension Effective Date under the Developer Amendment. At any time following the Extension Effective Date, Lessee may request from Lessor, and Lessor shall promptly (and in any event within ten (10) business days) provide, a

written acknowledgment, in recordable form, that the Extension Effective Date has occurred and that the Lease Term has been extended through June 30, 2081 in accordance with this Amendment.

3. Lender Consent. Lessor acknowledges and agrees that (a) the Lender Consent remains in full force and effect and applies to the Lease as amended by this Amendment, including the Second Extension Term; (b) the rights of Lender and each other Leasehold Mortgagee under the Lease and the Lender Consent, including notice, cure and new lease rights, extend to the Second Extension Term; (c) upon request, Lessor shall deliver to Lender a copy of any acknowledgment given under Section 2; and (d) nothing in this Amendment modifies or impairs the Lender Consent or the rights of Lender thereunder.

4. No Other Amendments. Except as amended hereby, all of the provisions of the Lease shall remain in full force and effect.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute but one and the same instrument.

6. Memorandum. At Lessee's request, Lessor and Lessee shall execute, acknowledge and record in the Recorder's Office a memorandum of this Amendment.

7. Successors and Assigns. The provisions of this Amendment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

[Signatures continue on following pages]

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the date first above written.

"Lessor"

CITY OF ESCONDIDO,
a municipal corporation

By: _____

Name: _____

Title: _____

"Lessee"

NORTH COUNTY FAIR LP,
a Delaware limited partnership,
as tenants-in-common

By: _____

Name: _____

Title: _____

EWB ESCONDIDO ASSOCIATES, L.P., a
Delaware limited partnership,
as tenants-in-common

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of Demised Premises

PARCEL 5 OF ESCONDIDO MAP NO. 85-08, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP NO. 14270, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 1, 1986.



STAFF REPORT

November 4, 2026
File Number 1320-65

SUBJECT

RESIDENTIAL AND COMMERCIAL SOLID WASTE AND RECYCLING RATE ADJUSTMENTS

DEPARTMENT

Utilities

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-176, approving the annual residential and commercial solid waste and recycling rate adjustments pursuant to the terms of the City of Escondido's ("City's") adopted Solid Waste and Recycling Franchise Agreement with Escondido Disposal, Inc. ("EDI"). Upon approval by the City Council, the proposed rate adjustments will become effective January 1, 2027.

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

Presenter: Daniel Peterson, Director of Utilities

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Recycling and Waste Management

COUNCIL PRIORITY – Prioritize Public Safety

FISCAL ANALYSIS

The San Diego Consumer Price Index ("CPI") for all urban consumers increased by 3.2055 percent from the first half of 2025 to the first half of 2026 (385.211 to 397.559). The proposed base rates reflect this CPI adjustment. Total customer rates will also reflect the scheduled increase in the franchise fee from 14 percent to 14.5 percent, consistent with the five-year rate structure approved by the City Council in 2024.

The City collects a franchise fee from EDI for the exclusive right to collect and process commercial and residential solid waste, recyclables, and green waste. Pursuant to the previously approved franchise fee schedule, the franchise fee will increase from 14 percent to 14.5 percent effective January 1, 2027. This scheduled increase will result in an additional \$0.33 per month for basic residential service and \$1.53 per month for basic commercial service. Franchise fee revenue is deposited in the City's General Fund.

PREVIOUS ACTION

On June 19, 2019, the City Council adopted Resolution No. 2019-61, authorizing a Franchise Agreement ("Agreement") between the City, Escondido Disposal, Inc., and Escondido Resource Recovery, division of EDCO Refuse Services, Inc. The Agreement specified rates for solid waste and recycling services, set initial maximum rates paid by ratepayers, and authorized the contractor to increase rates annually by the



CITY of ESCONDIDO

STAFF REPORT

previous year's CPI increase. The Agreement established that the City Council must adopt, by resolution, the proposed annual increases submitted by EDI for these rates to take effect.

On November 20, 2019, the City Council conducted a Proposition 218 Hearing and adopted resolution No. 2019-142, approving Franchise Fee increases through 2024 and including approval of a 2.7824 percent increase for residential and commercial collection services, effective January 1, 2020.

On October 28, 2020, the City Council adopted Resolution No. 2020-130, approving a 1.3057 percent increase for residential and commercial collection services, effective January 1, 2021.

On November 3, 2021, the City Council adopted Resolution No. 2021-158, approving a 4.0524 percent increase for residential and commercial collection services, effective January 1, 2022.

On November 16, 2022, the City Council adopted Resolution No. 2022-158, approving an 8.1468 percent increase for residential and commercial collection services, effective January 1, 2023.

On November 13, 2023, the City Council adopted Resolution No. 2023-136, approving a 5.4810 percent increase for residential and commercial collection services, effective January 1, 2024.

On November 20, 2024, the City Council held a Proposition 218 Hearing and adopted Resolution No. 2024-143, approving Franchise Fee increases through 2029, including a 3.4788 percent increase for residential and commercial collection services, effective January 1, 2025.

On November 5, 2025, the City Council adopted Resolution No. 2025-141, approving a 3.834 percent increase for residential and commercial collection services, effective January 1, 2026.

The rate increases in the table below were requested by EDI and approved by the City Council for basic residential and commercial collection services over the last five years:

Date	Residential Increase	Commercial Increase
January 2022	4.0524%	4.0524%
January 2023	8.1468%	8.1468%
January 2024	5.4810%	5.4810%
January 2025	3.4788%	3.4788%
January 2026	3.8341%	3.8341%
Proposed January 2027	3.2055%	3.2055%

BACKGROUND

On September 25, 2026, the City received notice from Escondido Disposal, Inc., requesting an annual increase in the solid waste and recycling rates in accordance with Section 13.2(A) of the City of Escondido Waste and Recycling Franchise Agreement.



CITY of ESCONDIDO

STAFF REPORT

The proposed rate increases reflect the 3.2055 percent change in the CPI between the first half of 2025 and the first half of 2026. Pending City Council approval of the rate increases, the City will mail residential and commercial rate increase notices to customers in November 2026.

With the proposed adjustments, the total monthly rate for curbside trash and recycling collection will increase by \$1.20 per month, from \$32.87 to \$34.07. Current commercial rates will increase by the same CPI change. A typical commercial rate for a three-yard container service once a week will increase by \$5.54 per month from \$147.59 to \$153.13. These amounts include the base fee, franchise fee, AB939 fee, and Household Hazardous Waste Fee.

The proposed 3.2055 percent increase would become effective January 1, 2027, and will apply to all residential and commercial collection rates and services as presented in Exhibit "A" to Resolution No. 2026-176.

Household Hazardous Waste ("HHW") fees and AB939 fees were established in 1994. AB939 is an Assembly bill enacted into law that authorizes the collection of fees to fund recycling and waste reduction programs required by the California Integrated Waste Management Act of 1989. HHW fees last increased on January 1, 2006. AB939 fees last increased on January 1, 2019. No increases in either AB939 or HHW fees are being requested at this time; therefore, the HHW fee will remain \$0.52 per month, and the AB939 fee will remain at \$0.63 per month.

If the City Council adopts the proposed increases, the residential total monthly base rate for solid waste organics and recycling services and the commercial total monthly rate (using a three-yard bin collected once per week as an example) will increase according to the following tables. These tables are for illustrative purposes; the complete list of recommended increases is provided in Exhibit "A".

Basic Residential Rates

Basic Residential Rate	Current	Proposed Increase	Effective 1/1/2027
Base	\$27.28	\$0.87	\$28.15
Franchise Fee	\$4.44	\$0.33	\$4.77
AB939	\$0.63	No Increase	\$0.63
HHW	\$0.52	No Increase	\$0.52
Total	\$32.87	\$1.20 total increase	\$34.07



CITY of ESCONDIDO

STAFF REPORT

Typical Commercial Rates

Basic Commercial Rate	Current	Proposed Increase	Effective 1/1/2027
3-yard bin, once/week	\$125.00	\$4.01	\$129.01
Franchise Fee	\$20.35	\$1.53	\$21.88
AB939	\$1.72	No Increase	\$1.72
HHW	\$0.52	No Increase	\$0.52
Total	\$147.59	\$5.54 total increase	\$153.13

The proposed increases to EDI rates and fees would become effective January 1, 2027, and apply to all commercial and residential collection rates. The complete tables of the new proposed rates are shown in Exhibit "A" to Resolution No. 2026-176.

RESOLUTIONS

- a. Resolution No. 2026-176
- b. Resolution No. 2026-176 Exhibit "A" – Residential and Commercial Solid Waste Disposal Organics and Recycling Rates

RESOLUTION NO. 2026-176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AMENDING THE CITY OF
ESCONDIDO WASTE AND RECYCLING FRANCHISE
AGREEMENT WITH EDCO REFUSE SERVICES, INC.

WHEREAS, in June 2019 the City of Escondido ("City") approved a Waste and Recycling Franchise Agreement (the "Agreement") with Escondido Resource Recovery and Escondido Disposal, Inc., Divisions of EDCO Refuse Services, Inc. ("EDI") to provide residential, commercial, and industrial trash and recycling collection services; and

WHEREAS, Section 13 of the Agreement allows for an annual increase in the base rates by an amount not to exceed the percentage increase in the Consumer Price Index ("CPI") for the previous year; and

WHEREAS, such base rate increases will be considered by the City Council upon receipt of written notice of the proposed increase, with notice coming no later than 45 days prior to the effective date of the proposed increase; and

WHEREAS, EDI requested an increase in the residential and commercial rates and fees to be effective January 1, 2027, and this request was made in writing on September 25, 2026; and

WHEREAS, revised residential and commercial rates and fees were last approved on November 5, 2025, with a January 1, 2026 effective date; and

WHEREAS, the proposed revised residential and commercial rates and fees, to be effective January 1, 2027, and the calculation of the increased percentage in the Consumer Price Index is attached as Exhibit "A"; and

WHEREAS, notice of the residential and commercial rates revised for the allowed annual CPI increase are being mailed to all affected customers in Escondido in November 2026; and

WHEREAS, the Director of Utilities recommends approval of the proposed increase in Solid Waste Disposal and Recycling rates and fees for residential and commercial accounts, effective January 1, 2027.

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 Residential and Commercial Solid Waste Disposal Organics and Recycling Rates set forth in Exhibit "A" of the Agreement attached to this Resolution and incorporated by this reference, will supersede all prior rates and fees for services as set forth in Exhibit "A".
3. The Residential and Commercial Solid Waste Disposal organics and Recycling Rates set forth in Exhibit "A" will be effective for all charges on or after January 1, 2027, unless otherwise specified in writing.

City of Escondido
Commercial Rates Effective 1/1/27

CONSUMER PRICE INDEX CALCULATION

Last 12 month period for which statistics are available is the first half of 2025 compared to the first half of 2026 in the San Diego area

All Urban Consumers (all items), base period of 1982-84 = 100

Current CPI	397.559 (first half of 2026)
Previous CPI	385.211 (first half of 2025)
Change	12.348 points

Percentage change **3.2055%**

BASIC COMMERCIAL RATE

	Current 1/1/2026	Proposed 1/1/2027	
3yard 1/week	\$ 125.00	\$ 129.01	
Franchise Fee 14.5%	\$ 20.35	\$ 21.88	Increases from 14% to 14.5%
AB939	\$ 1.72	\$ 1.72	
HHW	\$ 0.52	\$ 0.52	
Total	\$ 147.59	\$ 153.13	

PERMANENT BINS

<u>BIN SIZE</u>	<u>Frequency</u>					
	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>	<u>6 x WK</u>
1 1/2 YARD	\$ 103.30	\$ 173.85	\$ 244.44	\$ 315.03	\$ 385.61	\$ 456.24
3 YARD	\$ 153.13	\$ 268.21	\$ 383.33	\$ 498.39	\$ 613.45	\$ 728.49
4 YARD	\$ 200.08	\$ 355.87	\$ 511.74	\$ 667.59	\$ 823.38	\$ 979.21

EXTRA DUMP CHARGES FOR PERMANENT BINS

	<u>1 1/2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>
Per Bin Dump	\$ 30.00	\$ 44.36	\$ 55.55

T-BINS

Customer is allowed to keep bin for 1 week

\$ 136.08 \$ 163.26

GREENS T-BIN

\$ 121.36 \$ 150.20

CONSTRUCTION BINS

<u>BIN SIZE</u>	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>
1 1/2 YARD	\$ 150.05	\$ 236.64	\$ 323.26	\$ 409.88	\$ 496.49
3 YARD	\$ 212.55	\$ 385.81	\$ 559.15	\$ 732.37	\$ 905.66
4 YARD	\$ 243.18	\$ 474.25	\$ 705.22	\$ 936.30	\$ 1,167.32

NOTE: ALL CONSTRUCTION BINS HAVE A ONE TIME DELIVERY FEE OF: \$ 50.71

City of Escondido
Commercial Rates Effective 1/1/27
EXTRA DUMP CHARGES FOR CONSTRUCTION BINS

	<u>1 1/2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>
Per Bin Dump	\$ 39.14	\$ 50.48	\$ 64.70

OFF-RD BINS

<u>BIN SIZE</u>	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>
1 1/2 YARD	\$ 182.37	\$ 349.16	\$ 515.93	\$ 682.76	\$ 849.54
3 YARD	\$ 210.19	\$ 404.76	\$ 599.36	\$ 793.94	\$ 988.53
4 YARD	\$ 228.70	\$ 441.88	\$ 655.04	\$ 868.26	\$ 1,081.41

NOTE: ALL OFF ROAD BINS HAVE A ONE TIME DELIVERY FEE OF: \$ 50.71

EXTRA DUMP CHARGES FOR OFF ROAD BINS

<u>1 1/2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>
\$ 39.14	\$ 53.25	\$ 64.71

MATRIX FOR 3 YARD AND 4 YARD BINS

3 YARD BINS

# OF BINS	Frequency					
	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>	<u>6 x WK</u>
1	\$ 153.13	\$ 268.21	\$ 383.33	\$ 498.39	\$ 613.45	\$ 728.49
2	\$ 306.26	\$ 536.42	\$ 766.66	\$ 996.78	\$ 1,226.90	\$ 1,456.98
3	\$ 459.39	\$ 804.63	\$ 1,149.99	\$ 1,495.17	\$ 1,840.35	\$ 2,185.47
4	\$ 612.52	\$ 1,072.84	\$ 1,533.32	\$ 1,993.56	\$ 2,453.80	\$ 2,913.96
5	\$ 765.65	\$ 1,341.05	\$ 1,916.65	\$ 2,491.95	\$ 3,067.25	\$ 3,642.45
6	\$ 918.78	\$ 1,609.26	\$ 2,299.98	\$ 2,990.34	\$ 3,680.70	\$ 4,370.94
7	\$ 1,071.91	\$ 1,877.47	\$ 2,683.31	\$ 3,488.73	\$ 4,294.15	\$ 5,099.43
8	\$ 1,225.04	\$ 2,145.68	\$ 3,066.64	\$ 3,987.12	\$ 4,907.60	\$ 5,827.92
9	\$ 1,378.17	\$ 2,413.89	\$ 3,449.97	\$ 4,485.51	\$ 5,521.05	\$ 6,556.41
10	\$ 1,531.30	\$ 2,682.10	\$ 3,833.30	\$ 4,983.90	\$ 6,134.50	\$ 7,284.90

4 YARD BINS

# OF BINS	Frequency					
	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>	<u>6 x WK</u>
1	\$ 200.08	\$ 355.87	\$ 511.74	\$ 667.59	\$ 823.38	\$ 979.21
2	\$ 400.16	\$ 711.74	\$ 1,023.48	\$ 1,335.18	\$ 1,646.76	\$ 1,958.42
3	\$ 600.24	\$ 1,067.61	\$ 1,535.22	\$ 2,002.77	\$ 2,470.14	\$ 2,937.63
4	\$ 800.32	\$ 1,423.48	\$ 2,046.96	\$ 2,670.36	\$ 3,293.52	\$ 3,916.84
5	\$ 1,000.40	\$ 1,779.35	\$ 2,558.70	\$ 3,337.95	\$ 4,116.90	\$ 4,896.05
6	\$ 1,200.48	\$ 2,135.22	\$ 3,070.44	\$ 4,005.54	\$ 4,940.28	\$ 5,875.26
7	\$ 1,400.56	\$ 2,491.09	\$ 3,582.18	\$ 4,673.13	\$ 5,763.66	\$ 6,854.47
8	\$ 1,600.64	\$ 2,846.96	\$ 4,093.92	\$ 5,340.72	\$ 6,587.04	\$ 7,833.68
9	\$ 1,800.72	\$ 3,202.83	\$ 4,605.66	\$ 6,008.31	\$ 7,410.42	\$ 8,812.89
10	\$ 2,000.80	\$ 3,558.70	\$ 5,117.40	\$ 6,675.90	\$ 8,233.80	\$ 9,792.10

Multi- Family Recycling Fee per month per dwelling unit \$ 1.43

City of Escondido
Commercial Rates Effective 1/1/27
COMPACTOR / DOB RATES

COMPACTORS:

"C"	\$	317.62	\$	69.91	Per Ton Landfill fees
"D"	\$	324.21	\$	69.91	Per Ton Landfill fees
"F"	\$	339.65	\$	69.91	Per Ton Landfill fees
"P"	\$	286.68	\$	69.91	Per Ton Landfill fees

<u>DOB'S</u>	<u>Haul</u>	<u>Disposal (6 tons)</u>	<u>Sub-total</u>	<u>Del Charge</u>	<u>Total</u>
14 YARD (8' X 16' X 3')	\$ 329.47	\$ 419.42	\$ 748.89	\$ 77.40	\$ 826.29
25 YARD (8' X 18' X 5')	\$ 329.47	\$ 419.42	\$ 748.89	\$ 77.40	\$ 826.29
38 YARD (8' X 22' X 6')	\$ 329.47	\$ 419.42	\$ 748.89	\$ 77.40	\$ 826.29
					\$ -
<u>GREENS DOB:</u>	\$ 356.79	\$ 307.11	\$ 663.90	\$ 86.01	\$ 749.91
<u>C&D DOB</u>	\$ 329.47	+ Tip Fee		\$ 77.40	
<u>SCRAP METAL DOB</u>	\$ 354.05	\$ 196.93	\$ 550.98	\$ 86.01	\$ 636.99
<u>CARDBOARD DOB</u>	\$ 354.05	\$ -	\$ 354.05	\$ 86.01	\$ 440.06

STEAM CLEAN:	\$	49.97	Per hour
UNABLE TO SERVICE:	\$	118.49	
STANDBY TIME:	\$	4.64	Per minute
DOB DEL. CHARGE:	\$	77.76	(One time charge)
Container Rental	\$	5.55	Per day starting with the 8th day (temporary boxes)
	\$	5.52	Per day starting with the 13th day (permanent boxes 3 months or more)

DOB - MANIFESTED WASTE:

	<u>Haul</u>	<u>Disposal (6 tons)</u>	<u>Sub-total</u>	<u>Del Charge</u>	<u>Total</u>
14 YARD (8' X 16' X 3')	\$ 329.47	\$ 571.34	\$ 900.81	\$ 77.76	\$ 978.57
25 YARD (8' X 18' X 5')	\$ 329.47	\$ 571.34	\$ 900.81	\$ 77.76	\$ 978.57
38 YARD (8' X 22' X 6')	\$ 329.47	\$ 571.34	\$ 900.81	\$ 77.76	\$ 978.57
MANIFEST FEE:		\$	88.95		
SPECIAL HANDLING:		\$	88.95		
PORTAL TO PORTAL CHARGE:		\$	172.87	Per hour	

RECYCLE BIN RATES

	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>
1 1/2 YARD	\$ 63.73	\$ 132.06	\$ 200.31	\$ 268.62	\$ 336.89
3 YARD	\$ 79.68	\$ 147.96	\$ 216.24	\$ 284.58	\$ 352.88
4 YARD	\$ 102.41	\$ 170.76	\$ 239.05	\$ 307.34	\$ 375.64

City of Escondido

Commercial Rates Effective 1/1/27

EXTRA DUMP CHARGES FOR OFF-ROAD RECYCLING BINS

<u>1 1/2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>
\$ 31.86	\$ 47.20	\$ 59.01

<u>95 GALS</u>	<u>Commercial Recycling Carts</u>	<u>SERVICE</u>	<u>RATE/MO OR FEE</u>
950T	Extra Dump		\$ 12.51 Fee
950N	Newspaper	1 X WK	\$ 28.47 Per month
950G	Glass	1 X WK	\$ 28.47 Per month
950P	Plastic & Aluminum	1 X WK	\$ 28.47 Per month
950GR	Green Waste	1 X WK	\$ 4.86 Per month Per Cart

COMPACTOR BIN FORMULA

Less bin rental	\$ 741.35	- \$18.68 =	\$ 722.67
Divide by 4.333 weeks	\$ 722.67	/ 4.333 =	\$ 166.78
Divide by # of days pick up	\$ 166.78	/ 6 =	\$ 27.80
Multiply by 3 to 1 ratio	\$ 27.80	x 3 =	\$ 83.40
Multiply by # of days pick up	\$ 83.40	x 6 =	\$ 500.40
Multiply by 52 weeks	\$ 500.40	x 52 =	\$ 26,020.80
Divide by 12 months	\$ 26,020.86	/ 12 =	\$ 2,168.40

COMPACTOR PER DUMP FORMULA

FOR EXTRA DUMPS

Rate less bin rental	\$ 156.92	- \$18.68 =	\$ 138.24
Divide by 4.333	\$ 138.24	/ 4.333	\$ 31.90
Multiply by 3 to 1 ratio	\$ 31.90	x 3 =	\$ 95.70
Add'l overhead labor cost			\$ 33.74
Total per dump			<u>\$ 129.44</u>

COMPACTOR BOX RENTAL

Large Compactors	\$ 207.51 Per month
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ROLL OUT FEE SCHEDULE:

ANYTHING UNDER 25 FEET IS FREE; OVER IS \$.08 PER FOOT
i.e. Roll out 100 ft @ 2/Week is figured as follows:

100 ft - 25 ft = 75 ft x 2 (number of days dumped per week) = 150 x \$.08 (per foot charge)
\$11.32 (weekly charge) x 52 (weeks per year) = \$588.64 / 12 months per year = 49.05 per month
\$49.05 (monthly charge) then add to regular charges.
Minimum charge is \$1.01 per month.

Per Foot Charge		\$ 0.08
Days Dumped Per Week (2)	100 ft - 25 ft = 75 ft x 2	150 feet
Weekly Charge	Weekly Charge	\$ 11.32
Annual Charge	\$ 11.32 x 52 =	\$ 588.64
Monthly Charge for Roll-Out 2X week	\$ 588.64 / 12 =	\$ 49.05

MISCELLANEOUS COMMERCIAL FEES

Locking Lids	\$ 9.04 Per Month
Balanced Lids	\$ 10.84 Per Month
Enclosure Cleaning	\$ 81.48 Minimum-subject to estimate
Brakes	\$ 90.51 1 time charge
Bar Locks	\$ 54.95 1 time charge
Extra Keys	\$ 2.71 each
Locks	\$ 28.06 each
Lock & Unlock Charge (Barlock Bins)	\$ 1.80 for each lock/unlock (x per wk service)

City of Escondido
Commercial Rates Effective 1/1/27
Commercial Commingled Organics
Bins & Carts

1st Bin	Frequency			Extra
<u>Size</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>Pickup</u>
Cart (65 gl)	\$ 125.42	\$ 250.83	\$ 376.25	\$ 50.17
Cart (96 gl)	\$ 141.44	\$ 282.88	\$ 424.35	\$ 56.58
1.5 CY	\$ 229.41	\$ 458.79	\$ 688.18	\$ 91.76

Each Additional Bin	Frequency		
<u>Size</u>	<u>1</u>	<u>2</u>	<u>3</u>
Cart (65 gl)	\$ 119.16	\$ 238.29	\$ 357.41
Cart (96 gl)	\$ 134.35	\$ 268.74	\$ 403.11
1.5 CY	\$ 217.91	\$ 435.87	\$ 653.81



STAFF REPORT

November 4, 2026
File Number 1110-40

SUBJECT

FY 2026/2027 PUBLIC ART ANNUAL WORK PLAN

DEPARTMENT

Economic Development

RECOMMENDATION

Request the City Council adopt Resolution No.2026-172 approving and adopting FY 2026/2027 Public Art Annual Work Plan as recommended by the Public Art Commission and necessary budget adjustments.

Staff Recommendation: Approval (Economic Development: Chris McKinney, Deputy City Manager)

Presenter: Sandra Aguilar, Management Analyst, and Nathalie Martinez, Chair of the Public Art Commission

ESSENTIAL SERVICE – No

COUNCIL PRIORITY –

FISCAL ANALYSIS

Funding for new art projects in the Public Art Annual Work Plan is allocated from Public Art Funds which are collected through developer fees. The estimated developer fees to be collected in FY 2026/2027 are \$155,420.

BACKGROUND

The public art program for the City of Escondido ("City") was first created in 1988 with the establishment of the Public Art Commission. Since then, the program has expanded significantly, enriching the community with art installations of various mediums, live performances, and art education programming. On May 20, 2024, City Council adopted the City's first Public Art Strategic Plan and the 2024/2025 Annual Work Plan.

The Public Art Strategic Plan positions the City of Escondido as a leader in leveraging public art as a catalyst for cultural vitality and economic development. By supporting the creative economy and enhancing the City's visual landscape, the plan strengthens Escondido's identity as a thriving arts community. The Annual Work Plan model provides a structured framework to guide public art initiatives in the years ahead.



CITY of ESCONDIDO

STAFF REPORT

The Public Art Annual Work Plan Overview

Each year the Public Art Commission will adopt an Annual Work Plan. This process begins by establishing a subcommittee which will be specifically responsible for recommending the projects, programs, and budgets that will be implemented in the coming fiscal year to the full commission. The Annual Work Plan will outline key areas: new art solicitation, art education, and deaccessioning.

- **New Art Solicitation:** To determine the art medium, location, theme/celebration, and funding amount.
- **Art Education:** Desired outcome of the program, people served, type of art education, and funding.
- **Deaccessioning:** Conduct a review of contracts, review maintenance records, conduct analysis of documents, and render final resolutions.

The Annual Work Plan will be proposed and approved by the Public Art Commission with final adoption by the City Council every fiscal year.

Annual Work Plan Timeline

The timeline for developing the annual workplan is as follows:

- **January:** The Public Art Commission appoints 2-3 Commissioners to the Annual Workplan Subcommittee.
- **February–April:** With assistance from City staff and direction from the Public Art Commission, the Subcommittee develops the Annual Work Plan, addressing the following focus areas: Art Solicitation, Art Education, and Deaccessioning.
- **May:** Through City staff, the Subcommittee presents the proposed Annual Work Plan to the Public Art Commission for review and approval.
- **July:** The Public Art Annual Work Plan is presented to the City Council for review and adoption.
- **August:** Implementation of projects included in the Annual Work Plan begins.

2025/2026 Public Art Annual Work Plan Updates

Escondido Celebrates April as Arts, Culture, and Creativity Month for a Second Year

The celebration began in California in 2019, established by the California Arts Council and advocacy groups to elevate the value of the arts statewide. In April 2025, Escondido officially celebrated April as Arts, Culture, and Creativity Month to recognize the vital role that the arts play in enriching the community, inspiring expression, and driving innovation. The celebration highlights the contributions of artists and cultural organizations while promoting access to creative experiences for all. Escondido's First Annual



CITY of ESCONDIDO

STAFF REPORT

Arts, Culture, and Creativity Month was awarded a North County Arts Award for Best New Event or Festival.

The Public Art Commission released a grant opportunity through which selected recipients could receive between \$1,000-\$7,000 for a second year in a row. Through a grant process open to all, funds were awarded to local businesses, artists, and non-profits to provide free art experiences to the community in the month of April. A total of 12 projects were selected and a total of \$75,000 was awarded. These grants allowed 3,079 people access to free arts and culture opportunities, and supported the employment of 202 artists, creative workers, and culture bearers. Additionally, increased marketing and branding efforts expanded visibility and exposure for the broader arts and cultural sector.

Partnership with Escondido Union High School Continues

The City of Escondido currently partners with EUSHD to create student murals on City-owned buildings at Washington Park. Each year, students learn the mural-painting process with the guidance of art teachers who generously donate their time. The murals are painted during the summer while students are on break. This program has resulted in student-created murals adorning the Washington Park buildings for several years. The murals have fostered a strong sense of pride within the community, and to date, none have been vandalized.

For summer 2026, the project took a new approach, with students creating a mural at the Park Avenue Community Center. The mural is located in the center's outdoor eating area, which is used by older adults participating in the Senior Nutrition Program, as well as other community members and patrons, particularly during warmer weather. The space also hosts a variety of community activities and programs.

As part of the project, older adults and other community center patrons had the opportunity to vote on the mural design they preferred, and the selected design was then brought to life by the students. The students painted the mural with guidance and assistance from their teachers, who volunteered their time to support the project.

Escondido Expressions Reaches the 40th Traffic Signal Boxes Milestone

The Escondido Expressions program gives stipends to artists to paint traffic signal boxes with various themes throughout the City of Escondido. Due to the guidance of the Public Art Strategic Plan, a call for artists was held and the program doubled for a second year in a row with twenty traffic signal boxes painted in the 2025-2026 fiscal year. The program allows for art to be painted in art deserts, areas without public art.



CITY of ESCONDIDO

STAFF REPORT

Art Programming at Queen Calafia's Magical Circle

A part-time staff member, Nikolina Katanic, with a background in art history and docent experience completed one year of employment as of February 2026. Although funding from this position does not come from the Public Art funds, it is notable as this position has allowed for the expansion of art education and programming opportunities at the sculpture garden. Since hiring, staff has hosted quarterly docent training in partnership with other notable art organizations, increased retention of volunteer docents to an all-time high of thirty-five and played a key role in planning free community events during the anniversary of the sculpture garden. Staff presence also provides valuable flexibility allowing for coverage when volunteers are unavailable and enabling the coordination of additional private tours. These changes have resulted in fewer closures and a 13.6% increase in visitors, bringing total visitations to 16,944 during the 2025–2026 fiscal year.

In November 2025, City staff and the TERI Campus of Life hosted the first cleaning of the sculpture garden by a new volunteer group, Keepers of the Queen. The nonprofit organization provides lifelong learning, specialized services, and family support for the special needs community. The TERI group volunteers twice a week. They dust and wipe the exterior walls and remove organic material. The Keepers of the Queen program allows special needs adults to experience what having a job is like and instills a sense of pride in making the space clean and beautiful for the community.

Gifts from the Escondido Community Foundation

In FY 2025/2026, all three public art gifts from the Escondido Community Foundation were installed on City property. The mural *Resilience* by Sasha Primo was installed along the Escondido Creek Trail, on City property, and on the wall of the building at 1500 E. Valley Parkway, in partnership with Mission Fed Credit Union. The sculpture *Threshold 5* by Art Builds Inc. was installed next to Eagle Scout Lake in Kit Carson Park. The mural *A Kumeyaay Creation Story* by Tim Topalov was installed at the Escondido Public Library, with additional funding provided by the Public Art Commission.

Together, these gifts expand Escondido's public art collection and bring meaningful artwork to a variety of community spaces throughout the City.

Escondido Creek Trail Art

The Public Art Commission funded the creation and installation of six new murals on the rear wall of the Neighborhood Healthcare building, expanding Escondido's public art collection and contributing to the continued beautification of the Escondido Creek Trail. Following a public Call for Artists conducted by EscoAlley Art, forty-four submissions were received, and six artists were selected: Laura Green for *Nature Watching*; Berthis Myers for *Coyote*; Joanne Sullivan for *Wildlife in the Poppies*; Katie Furrow for *Aspire*; Andres Marin for *Tunas Doradas*; and LaRetta Small-Zamora for *California Dreaming*.



CITY of ESCONDIDO

STAFF REPORT

Neighborhood Healthcare provided the wall for the project and funded the necessary wall repairs, upgraded lighting, ongoing maintenance, and security. The completed murals were unveiled during Arts, Culture and Creativity Month in April 2026 at a community celebration attended by City officials, community partners, artists, and members of the public.

With the addition of these six murals, EscoAlley Art has created eighty murals throughout the City, continuing its community-led effort to bring accessible public art to everyday spaces.

2026/2027 Public Art Annual Work Plan Timeline

Subcommittee Selection

- On July 14, 2025, Commissioners Rogers, Spann, and Sackfield were assigned to the Annual Work Plan Subcommittee at the Public Art Commission meeting.

Annual Work Plan Development

- On January 26, 2026, all Commissioners were provided the opportunity to express support for projects proposed for continuation and recommend new projects for inclusion in the Annual Work Plan.
- On February 24, 2026, the Annual Work Plan Subcommittee reviewed and discussed all proposed projects for inclusion in the 2026/2027 Public Art Annual Work Plan.
- On March 9, 2026, all new projects and proposed changes were presented to the Public Art Commission.
- On April 30, 2026, the Annual Work Plan subcommittee reviewed all the projects and recommended the amount of funding for allocation to each project.

Project	Expected Balance on June 30, 2026	Recommended Action
Escondido Creek Art	\$310,000	Continue Project and Add Funding
Grand Avenue Art Project	\$550,000	Continue Project
Public Art Installations	\$121,092	Continue Project
Community Requests	\$17,000	Continue Project as Part of Project Expansion Grants
Escondido Expressions	\$2,583	Continue Project as Part of Tactical Urbanism
Banner Program	\$14,959	Continue Project as Part of ACCM 2026/2027
ACCM 2025/2026	\$0	Add Funding in 2026/2027
EUHSD Student Murals	\$1,000	Close Project
QCMC Visitor Center	\$95,172	Close Project



CITY of ESCONDIDO

STAFF REPORT

2026/2027 Public Art Annual Work Plan Projects

Project	Recommended Amount for FY 2026/2027
Escondido Creek Art	\$311,583
Grand Avenue Art Project	\$550,000
Public Art Installations	\$205,060
Tactical Urbanism	\$40,000
Project Expansion Grants	\$18,000
Arts, Culture and Creativity Month 2027	\$100,000
Career Impact Workshops	\$25,000
Art Education for Older Adults	\$10,000
Art Education at QCMC	\$5,000
TOTAL	\$1,264,643

Recommendations for Deaccessioning

- *On Those That Came Before Us* located in the shopping center at 1885 S Centre City Parkway.
- *Plants of Paradise* by Christine Woods located at the corner of Grand Avenue and Escondido Blvd.

Project Updates

Escondido Creek Trail Art Projects

The project timeline was paused during FY 2025/2026 to allow City staff to focus on other higher-priority art projects. The approved Call for Artists was released on July 16, 2026, and closed on September 8, 2026. City staff received thirty-nine proposals from twenty-nine artists for four project opportunities: artwork on a field lighting control box at Washington Park; a mural series on the Escondido Creek Trail channel walls; a mural at the Neighborhood Healthcare building, in partnership with Neighborhood Healthcare; and a sculpture along the trail.

Final selections are expected to be made in December 2026, with all artwork anticipated to be installed by December 2027.

Project Expansion Grants

The Public Art Commission discussed the current effectiveness of the Community Request Grants program and, as a result, renamed the program the Project Expansion Grant. One of the most impactful uses of these funds was demonstrated through the mural expansion project at the Escondido Public Library, where the Commission provided funding to expand the scope of the mural.



CITY of ESCONDIDO

STAFF REPORT

Moving forward, the Commission intends to prioritize projects that are already underway and would benefit from additional funding to expand their scope, enhance the artwork, and increase their overall community impact.

New Projects

Career Impact Workshops

To further expand opportunities for students and emerging artists to develop technical skills, the Public Art Commission established a new initiative titled Career Impact Workshops. Through this program, experienced artists would lead an art repair or restoration project while simultaneously providing no-cost instructional workshops in the associated skills to participating students and artists.

This approach is intended to foster collaborative partnerships with multiple organizations while creating accessible pathways for aspiring artists to gain hands-on experience and advance their professional development.

Tactical Urbanism: Curb Extensions

Tactical urbanism uses colorful artwork and temporary or low-cost improvements to enhance street safety, improve public spaces, and create a stronger sense of place. Traffic Engineering approached Public Art staff regarding three proposed tactical urbanism projects featuring curb extension murals.

The preliminary concept would utilize Public Art funding to establish a pilot program. The Public Art Commission and Traffic Engineering would then collaborate to pursue grant funding opportunities to expand the number of curb extension murals and support their ongoing maintenance.

The Commission reviewed the proposed concepts and determined that the program aligns with previously prioritized school-area improvements identified through traffic safety strategic planning. The project also supports the City Council Priority Work Plan, the General Plan's Complete Streets and Mobility policies, the Housing Element's Safe Routes to School goals, and the Climate Action Plan's target of increasing community walking and bicycling.

As a cost-effective pilot program, the initiative would enhance pedestrian safety, encourage community participation, activate public spaces, and integrate art into functional infrastructure throughout the city.

Queen Calafia's Magical Circle: Tours for Older Adults

This project would expand access to art education and cultural experiences through a potential partnership with the Community Services Department. The opportunity for collaboration emerged during introductory staff meetings with the newly hired Manager of the Senior Center and Special Events.



CITY of ESCONDIDO

STAFF REPORT

Many older adults who participate in the free nutrition program at the Park Avenue Community Center rely on walking for transportation and may face barriers to accessing community art destinations, such as Queen Calafia's Magical Circle. The Public Art Commission expressed support for improving access by funding transportation costs, while Community Services staff would coordinate the transportation program.

This partnership would help broaden access to public art and cultural programming for seniors who face transportation barriers, while creating opportunities for greater engagement with Escondido's public art collection.

Queen Calafia's Magical Circle: Art Education

The Subcommittee and City staff discussed leveraging strategic partnerships in the coming year to expand art education opportunities at Queen Calafia's Magical Circle. Staff are actively pursuing partnerships that can provide programming and educational opportunities while minimizing costs to the City.

Programming will be centered around October and April, with a primary focus on October. October marks both the anniversary of the sculpture garden and the birthday of the late artist, making it an appropriate time for larger cornerstone events. In April, the City recognizes Arts, Culture, and Creativity Month, which will also be celebrated at the sculpture garden through a smaller number of complementary programs. This approach will help avoid competing with the many events already taking place throughout Escondido during the month.

RESOLUTIONS

- a. Resolution No. 2026-172

ATTACHMENTS

- a. Attachment "1"—Budget Adjustment

RESOLUTION NO. 2026-172

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, ADOPTING THE FISCAL YEAR
2026/2027 PUBLIC ART ANNUAL WORK PLAN AND
AUTHORIZING NECESSARY BUDGET ADJUSTMENTS

WHEREAS, art continues to play a transformative role in enhancing Escondido's public spaces, reinforcing a distinct cultural identity that fosters community pride and attracts regional, national, and international visitors; and

WHEREAS, Escondido remains a City that values the power of the arts to celebrate, educate, unify, commemorate, and drive community connection; and

WHEREAS, the City's Public Art Program has contributed meaningfully to placemaking, community revitalization, and local economic activity; and

WHEREAS as the Public Art Program is integrated within the City's Economic Development Department, it is well positioned to support Escondido's creative economy, tourism initiatives, and broader economic goals; and

WHEREAS, the FY 2026/2027 Public Art Annual Work Plan outlines a focused set of projects and initiatives aligned with community feedback, strategic city goals, and opportunities to leverage public and private partnerships; and

WHEREAS, this plan continues to serve as a foundation for arts and culture leadership, long-term investment, and thoughtful growth of creative infrastructure in Escondido.

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 hereby adopts the FY 2026/2027 Public Art Annual Work Plan.
3. That the City Council authorizes all necessary budget adjustments to implement the FY 2026/2027 Public Art Annual Work Plan.



BUDGET ADJUSTMENT REQUEST

Department:	Economic Development	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Sandra Aguilar	
City Council Meeting Date: (attach staff report)	09/30/2026	

EXPLANATION OF REQUEST

2026/2027 PUBLIC ART ANNUAL WORK PLAN

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Escondido Creek Art	Fund 1130	1,583	
Public Art Installations	Fund 1130	83,968	
Tactical Urbanism Art	Fund 1130	40,000	
Project Expansion Grants	Fund 1130	18,000	
Arts, Culture, and Creativity Month 2027	Fund 1130	100,000	
Career Impact Workshops	Fund 1130	25,000	
Art Education for Older Adults	Fund 1130	10,000	
Art Education at QCMC	Fund 1130	5,000	

APPROVALS

		Signed by: <i>Christina Holmes</i> B56F52D8C10540B...	
DEPARTMENT HEAD	DATE	FINANCE	DATE



CITY of ESCONDIDO

FUTURE AGENDA

11/11/2026 - NO MEETING

11/18/2026 - CANCELLED

11/25/2026 - NO MEETING

12/2/2026

PRESENTATION - RINCON BAND LUISENO INDIANS - CHAIRMAN STALLINGS
PRESENTATION - NON-FUNCTIONAL TURF - AB1572

CONSENT CALENDAR – (J. PERPETUA) - APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR FIRE CHIEF JOHN TENDER - Request the City Council adopt Resolution No. 2026-131, approving the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Fire

CONSENT CALENDAR - (C.HOLMES) - APPROVAL OF THE FY2027/28 RECOGNIZED OBLIGATION PAYMENT SCHEDULE

CONSENT CALENDAR - (C.HOLMES) - ANNUAL FINANCIAL REPORT ON CAPITAL FUNDS FUNDED BY DEVELOPMENT IMPACT FEES PER GOVERNMENT CODE

CONSENT CALENDAR - (K. SNYDER) - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PURCHASE ORDER AGREEMENT FOR THE PROCUREMENT AND DELIVERY OF EQUIPMENT FOR THE LOCAL HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CITY-WIDE TRAFFIC SIGNAL COMMUNICATION SYSTEM UPGRADES PROJECT (\$427,879.03)

CONSENT CALENDAR - (K. SNYDER) - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY, AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH STC TRAFFIC, INC. TO PROVIDE CONSTRUCTION ENGINEERING SUPPORT SERVICES FOR THE HSIP CITY-WIDE TRAFFIC SIGNAL COMMUNICATION SYSTEM UPGRADES PROJECT - (\$382,270)

CONSENT CALENDAR – (K. SNYDER) – APPROVE SDG&E EASEMENT FOR FAMILY HEALTH CENTER

CONSENT CALENDAR - (D. SHULTZ) - TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2026

CONSENT CALENDAR – (J. GOULART) - CHANGE ORDER WITH WESTERN STATE BUILDERS FOR THE SPLASH PAD AT GROVE PARK PROJECT

CONSENT CALENDAR – (J. GOULART) - CHANGE ORDER NO.1 FOR THE CHANNEL CREEK FENCING BETWEEN SPRUCE AND THIRD AVE

PUBLIC HEARING - (K. SNYDER) -PL23-0273 – A PRIVATE DEVELOPMENT APPLICATION LOCATED AT THE SOUTHEAST CORNER OF W FELICITA ROAD AND BROTHERTON ROAD ADDRESSED AS 855 BROTHERTON ROAD TO CONSTRUCT UP TO 258 DWELLING UNITS, INCLUSIVE OF 13 AFFORDABLE UNITS, AND DEMOLITION AND RECONSTRUCTION OF AN APPROXIMATELY 24,627 SQ. FT. BUILDING SANCTUARY BUILDING TO SEAT 600. THE PROJECT ALSO INCLUDES CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT PREPARED FOR IT

CURRENT BUSINESS – (J. GOULART) - CHANGE ORDER NO.1 FOR THE CITYWIDE ENERGY ROAD MAP PROJECT (CLIMATEC)

CURRENT BUSINESS - (C.HOLMES) - FISCAL YEAR 2025/26 FINANCIAL STATUS REPORT AND BUDGET ADJUSTMENT REQUEST - Request the City Council receive and file the financial report for FY2025/26 and adopt budget adjustments to amend the FY2026/27 operating budget

CURRENT BUSINESS - (K. SNYDER) - URBAN FORESTRY

CURRENT BUSINESS - (K. SNYDER) - RESOLUTION AUTHORIZING EXECUTION OF A CONSULTING SERVICES AGREEMENT FOR BUILDING PLAN CHECK AND INSPECTION SERVICES AND AUTHORIZING A BUDGET ADJUSTMENT

CURRENT BUSINESS - (D. PETERSON) - PASQUAL HEIGHTS OUT-OF-AREA SERVICE AGREEMENT

KEY-

CONSENT CALENDAR CURRENT BUSINESS
PUBLIC HEARING WORKSHOP PROCLAMATION

Item19.

CURRENT BUSINESS - (C. MCKINNEY) - CONSIDERATION OF DONATION OFFER FROM THE ESCONDIDO COMMUNITY FOUNDATION FOR LED LIGHTING OF THE ESCONDIDO GIVING ARCH - It is requested that the City Council approve the donation offer from the Escondido Community foundation to outline the Escondido Giving Arch with LED lighting.