CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 17, 2025

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
Consuelo Martinez (District 1)

COUNCILMEMBERS
Joe Garcia (District 2)
Christian Garcia (District 3)
Judy Fitzgerald (District 4)

CITY MANAGER
Sean McGlynn

CITY ATTORNEY
Michael McGuinness

CITY CLERK
Zack Beck

HOW TO WATCH

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

In Person	On TV	Online
201 N. Broadway	Cox Cable Channel 19 and U-verse Channel 99	www.escondido.gov

CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 17, 2025

HOW TO PARTICIPATE

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

In Person

Fill out Speaker Slip and Submit to City Clerk

In Writing

escondido-ca.municodemeetings.com

ASSISTANCE PROVIDED

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 760-839-4869. Notification 48 hours prior to the meeting will enable to 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, DECEMBER 17, 2025

CLOSED SESSION
4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION

I. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Government Code § 54956.9(d)(1))

a. *Carlos White Eagle v. City of Escondido*
United States District Court Case No. 24-CV-1083-BJC-SBC

b. *Pedro Alamo, Jr. v. City of Escondido*
San Diego Superior Court Case No. 37-2023-00037579-CU-PA-NC

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

a. Property: 340 N. Escondido Blvd., Escondido (California Center for the Arts, Escondido)
Agency Negotiator: Sean McGlynn, City Manager, or designees
Negotiating Party: California Center for the Arts, Escondido, Foundation
Under Negotiation: Terms of Management Agreement

ADJOURNMENT

CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 17, 2025

REGULAR SESSION
5:00 PM Regular Session
Mobilehome Rent Review Board

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

Roll Call: 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 Council approve the City Council and Housing Successor Agency warrants issued between December 01, 2025 to December 07, 2025.

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

3. APPROVAL OF MINUTES: Regular meeting of December 3, 2025

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. BENEFITS CONSULTING AND BROKERAGE SERVICES

Request the City Council adopt Resolution No. 2025-155, authorizing the Mayor to execute, on behalf of the City, a Consulting Agreement with Alliant Insurance Services, Inc. for employee benefits and insurance brokerage services.

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

Presenter: Patrice Russell, Human Resources Manager

a) Resolution No. 2025-155

6. DISPATCH STANDBY PROGRAM

Request the City Council adopt Resolution No. 2025-173, approving the implementation of a Dispatch Standby program with the Escondido Police Officers' Association ("POA") – Non-Sworn ("NSP") Bargaining Unit.

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2025-173

7. AWARD OF CONTRACT FOR CONSTRUCTION OF WINDSOR GARDENS FENCE PROJECT, SECOND AMENDMENT TO CONSULTANT CONTRACT WITH JPW COMMUNICATIONS, INC., AND A BUDGET ADJUSTMENT

Request the City Council (1) adopt Resolution No. 2025-151 awarding a construction contract to Dash Construction Company, Inc. and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of $681,985.00 for construction of the Windsor Gardens Fence Project, (2) adopt Resolution No. 2025-152 approving a Second Amendment to the existing consultant contract with JPW Communications, Inc. in the amount of $21,265; and (3) approve a budget adjustment in the amount of $890,000 to fund the construction contract and related expenses, and the consultant contract amendment.

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

Presenters: Matt Souttere, Principal Engineer and Jason Christman, Interim City Engineer

a) Resolution No. 2025-151

b) Resolution No. 2025-152

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

Request the City Council adopt Resolution No. 2025-164, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main.

Staff Recommendation: Approval (Utilities Department: Kyle Morgan, Interim Director of Utilities)

Presenter: Kyle Morgan, Interim Director of Utilities

a) Resolution No. 2025-164

9. FISCAL YEAR 2025-26 STATE OF CALIFORNIA CITIZEN'S OPTIONS FOR PUBLIC SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2025-160 authorizing the Escondido Police Department to accept a Fiscal Year 2025-26 Citizens' Option for Public Safety Program Grant in the amount of $229,884; approving grant expenditures consistent with guidelines in AB1913; authorizing the Chief of Police or their designee to execute grant documents on behalf of the City; and approving budget adjustments needed to spend grant funds. Grant Funds will cover salary expenses for part-time Police Department employees.

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

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2025-160

10. FISCAL YEAR 2024 OPERATION STONEGARDEN GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2025-159 to (1) accept Fiscal Year 2024 Operation Stonegarden Grant Funds in the amount of $10,000 from the California Office of Emergency services through the County of San Diego and (2) authorize the Chief of Police or his designee to execute grant documents on behalf of the city and approve budget adjustments needed to spend grant funds.

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

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2025-159

11. PERATON - COMPUTER AIDED DISPATCH (CAD) FIRST AMENDMENT TO THE MASTER MAINTENANCE AGREEMENT

Request the City Council adopt Resolution No. 2025-169 authorizing the Mayor to execute a First Amendment to the Maintenance Agreement with Peraton, Inc. for the Police Department's existing Computer Aided Dispatch ("CAD") System in the amount of $244,395 for the period of January 1, 2026 through December 31, 2026.

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

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2025-169

12. COMPUTER AIDED DISPATCH (CAD) CONTRACT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2025-170 (1) authorizing the purchase of a new Computer Aided Dispatch ("CAD") system; (2) authorizing the Mayor to execute a Public Service Agreement with Tyler Technologies, Inc.; and (3) establishing a project budget adjustment.

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

Presenter: Erik Witholt, Police Captain

a) Resolution No. 2025-170

13. FISCAL YEAR 2025-26 REGIONAL REALIGNMENT RESPONSE GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2025-171 (1) authorizing the Chief of Police to accept a Fiscal Year 2025-26 Regional Realignment Response Grant in the amount of $80,000 from the State of California Board of Community Corrections; (2) authorizing the Chief of Police or his designee to execute grant documents on behalf of the City; and (3) approving budget adjustments needed to spend grant funds.

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

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2025-171

14. APPROVAL OF FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH LIBRARY SYSTEMS & SERVICES LLC. TO OPERATE THE ESCONDIDO PUBLIC LIBRARY THROUGH JUNE 30, 2028

Request the City Council adopt Resolution No. 2025-172 authorizing the Mayor to execute, on behalf of the City, a First Amendment to the Professional Services Agreement between the City of Escondido and Library Systems and Services extending the Agreement until June 30, 2028.

Staff Recommendation: Approval (City Manager's Office: Sean McGlynn, City Manager)

Presenter: Joanna Axelrod, Deputy City Manager

a) Resolution No. 2025-172

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.)

15. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING ESCONDIDO MUNICIPAL CODE CHAPTER 31, SECTION 200 THROUGH 203, INCLUSIVE, PERTAINING TO CROSS-CONNECTION CONTROL REGULATIONS**

    Approved on December 3, 2025 with a vote count of 5/0.

    a) Ordinance No. 2025-08 (Second Reading and Adoption)

16. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 6 OF THE ESCONDIDO MUNICIPAL CODE, TO ADOPT THE 2025 CALIFORNIA BUILDING, RESIDENTIAL, PLUMBING, ELECTRICAL, MECHANICAL, HISTORICAL BUILDING, EXISTING BUILDING AND ENERGY CODES, AND THE GREEN BUILDING STANDARDS CODE**

    Approved on December 3, 2025 with a vote count of 5/0.

    a) Ordinance No. 2025-09 (Second Reading and Adoption)

17. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 11 OF THE ESCONDIDO MUNICIPAL CODE TO ADOPT THE 2025 CALIFORNIA FIRE CODE AND THE WILDLAND-URBAN INTERFACE CODE AND LOCAL AMENDMENTS**

    Approved on December 3, 2025 with a vote count of 5/0.

    a) Ordinance No. 2025-10 (Second Reading and Adoption)

PUBLIC HEARINGS

18. CONTINUED FROM NOVEMBER 12, 2025 MEETING - SHORT-FORM RENT INCREASE APPLICATION FOR CAREFREE RANCH MOBILE HOMEPARK

Request the City Council sitting as the Escondido Rent Review Board hold a public hearing to review and consider Carefree Ranch Mobilehome Park Short-Form Application and adopt Resolution No. RRB 2025-131.

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

Presenters: Carlos Cervantes, Management Analyst and Stephen Jacobson, Code Compliance Officer II

a) Resolution RRB No. 2025-131

19. PL24-0091/PL24-0092/PL24-0093/PL24-0094/PL24-0095/PL25-0324 – THE MAPLE – DOWNTOWN SPECIFIC PLAN AMENDMENTS, DEVELOPMENT AGREEMENT, PLANNED DEVELOPMENT PERMIT, AND DESIGN REVIEW PERMIT

Request the City Council adopt the following Resolutions and Ordinance, approving the Project: adopt Ordinance No. 2025-13, (a) approving a Specific Plan Amendment, Development Agreement, Planned Development Permit (Master and Precise Plan) to facilitate construction of a 128 multi-family development, and (b) adoption of a Fifth Addendum to the FEIR 2012 General Plan Update, Downtown Specific Plan Update, and Climate Action Plan, including the revised Mitigation Monitoring and Reporting Program; (c) adopt Resolution No. 2025-168, approving a Design Review Permit for construction of a 128 multi-family development project.

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

Presenter: Ivan Flores, AICP, Principal Planner

a) Resolution No. 2025-168

b) Ordinance No. 2025-13 (First Reading and Introduction)

CURRENT BUSINESS

20. COUNCIL COMPENSATION

Request the City Council consider adoption of Ordinance No. 2025-12 amending Escondido Municipal Code section 2-28(a) and section 2-28(b), after making findings supporting a salary increase for councilmembers and/or the mayor, respectively, to be effective in December 2026, pursuant to state law and the Escondido City Council Rules of Procedure.

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Ordinance No. 2025-12 (First Reading and Introduction)

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

Request the City Council take the following actions: adopt Resolution No. 2025-165 amending the Salary and Benefits Plan for the Unclassified and Management Groups; adopt Resolution No. 2025-166 amending the Part-time Salary Plan and Part-Time Classification and Benefits Plan; and adopt Resolution No. 2025-167 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. 2025-165

b) Resolution No. 2025-166

c) Resolution No. 2025-167

22. LETTER IN SUPPORT OF TRANSFERRING THE SAN PASQUAL BATTLEFIELD STATE PARK TO THE SAN PASQUAL BAND OF MISSION INDIANS

Request the City Council approve sending a letter to City of San Diego Mayor Todd Gloria expressing support for the transfer of San Pasqual Battlefield State Park to the San Pasqual Band of Mission Indians.

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

Presenter: Zack Beck, City Clerk

23. APPOINTMENT OF DEPUTY MAYOR

Request the City Council appoint Councilmember Joe Garcia to serve as Deputy Mayor in accordance with Ordinance No. 2020-28.

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

Presenter: Zack Beck, City Clerk

24. REVIEW AND UPDATE OF CITY COUNCIL SUBCOMMITTEE AND INTERAGENCY ASSIGNMENTS

Request the City Council ratify members to serve on Interagency Boards and Council Subcommittees.

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

Presenter: Zack Beck, City Clerk

FUTURE AGENDA

25. 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, January 07, 2026	4:00 & 5:00 PM	Closed Session, Regular Meeting, *Council Chambers*
Wednesday, January 14, 2026	4:00 & 5:00 PM	Closed Session, Regular Meeting, *Council Chambers*

SUCCESSOR AGENCY

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

Consent Item No. 1 **December 17, 2025**

A F F I D A V I T S

OF

I T E M

P O S T I N G –

- **PL24-0091/PL24-0092/PL24-0093/PL24-0094/PL24-0095/PL25-0324 – The Maple - Downtown Specific Plan Amendment, Development Agreement, Planned Development Permit, and Design Review Permit**

Docusign Envelope ID: 7CAF9F78-1BD3-4772-BE45-FCD5C9969041

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

NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing in the City Council Chambers, Escondido City Hall, 201 North Broadway, Escondido, California at **5 p.m.,** Wednesday, **December 17, 2025** to consider the item listed below:

PL24-0091/PL24-0092/PL24-0093/PL24-0094/PL24-0095/PL25-0324 – The Maple - Downtown Specific Plan Amendment, Development Agreement, Planned Development Permit, and Design Review Permit

REQUEST: Approval of a project with a Specific Planning Area 9 (SPA-9) General Plan land use designation and within the Specific Plan (S-P) zoning district, consisting of: an Amendment to the Downtown Specific Plan removing the requirement for ground-floor retail or office on the first floor, and establishing a height overlay on the subject property increasing the height limit from 60'-0 to 65'-0", and increasing the allowable number of stories from four to five; a Development Agreement to, among other things, transfer 50 dwelling units from the Downtown Density Credit Pool to the subject site and for a reduction in the required amount of open space; and a Planned Development Permit to allow for a reduction in the required open space pursuant to the Downtown Specific Plan, for the construction of ground-floor residential units, and utilization of tandem spaces; and a Design Review Permit for construction of 128 multi-family units ("Project"). The Project includes ancillary text amendments to the Downtown Specific Plan, as well as off-site improvements to Maple Plaza and right-of-way improvements.

PROPERTY SIZE AND LOCATION: The 1.04-acre site is located on the south side of W Valley Parkway and is between North Broadway to the east and Escondido Boulevard to the west and is addressed as 137 W Valley Parkway (Assessor's Parcel Number: 229-421-26-00).

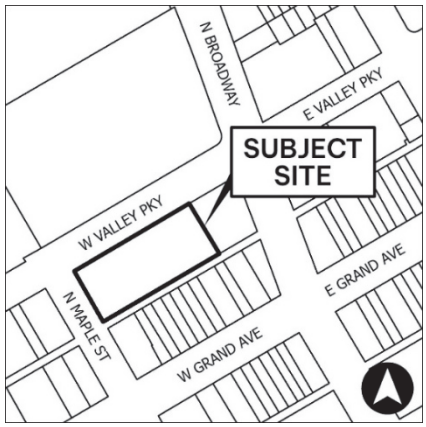
ENVIRONMENTAL STATUS: Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15164 (Addendum to an EIR), an Addendum to the 2012 General Plan Update, Downtown Specific Plan Update, and Climate Action Plan Final EIR was prepared for the Project as none of the conditions requiring preparation of a Subsequent EIR under Section 15162 (Subsequent EIR) have occurred.

PLANNING COMMISSION ACTION: On November 18, 2025, the Planning Commission voted 4-0 (two abesences and one abstention) recommending that the City Council approve the Project.

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

PUBLIC COMMENT: To submit comments in writing, please do so at the following link: https://escondido-ca.municodemeetings.com/bc-citycouncil/webform/public-comment. All comments received from the public will be made a part of the record of the meeting.

The City of Escondido remains committed to complying with the Americans with Disabilities Act (ADA). Qualified individuals with disabilities who wish to participate in City programs, services, or activities and who need accommodations are invited to present their requests to the City by filing out a Request for Accommodations Form or an Inclusion Support Request Form for Minors, or by calling 760-839-4643, preferably at least 72 hours in advance of the event or activity. Forms can be found on the City's website at: https://escondido.gov/820/Americans-with-Disabilities-Act.



The staff report will be available on the City's website at https://escondido-ca.municodemeetings.com/ on or after Thursday, December 11, 2025. **For additional information, please contact Ivan Flores, AICP, Principal Planner, at 760-839-4529, or via email at ivan.flores@escondido.gov, and refer to Case No. PL24-0091.**

DocuSigned by:
Zack Beck
A58535D0BDC1430...
Zack Beck, City Clerk
City of Escondido

DATED: December 4, 2025

Published in THE ESCONDIDO TIMES-ADVOCATE: 12/4/25

STAFF REPORT

December 17, 2025
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER

DEPARTMENT

Finance

RECOMMENDATION

Approval for City Council and Housing Successor Agency warrants issued between December 01, 2025 to December 07, 2025

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

Dates	12/01/2025 to 12/07/2025
Total	$7,990,516.71
Number of Warrants	242

BACKGROUND

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

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION
4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

None

CLOSED SESSION

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

a. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Teamsters' Bargaining Unit

b. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido Police Officers' Association, Non-Sworn Bargaining Unit

II. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PROCESS (Government Code § 54957(b)(1))

a. Titles: City Manager and City Attorney

ADJOURNMENT

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

_____ _____

MAYOR CITY CLERK

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION
5:00 PM Regular Session

MOMENT OF REFLECTION

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FLAG SALUTE

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CALL TO ORDER

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

CLOSED SESSION REPORT

None

ORAL COMMUNICATIONS

Purata Javier – Expressed concern regarding the Air Pollution Control District

Cesar Javier – Expressed concern regarding the Air Pollution Control District

Trina Studebaker – Expressed concern regarding code compliance at Birchmont Senior Apartments

Terry Aker – Expressed concern regarding code compliance at Birchmont Senior Apartments

Becky Rapp – Requested the City Council schedule a Future Agenda item to create a plan to implement Assembly Bill 8.

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 November 03, 2025 to November 16, 2025.

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

3. APPROVAL OF MINUTES: Regular meeting of November 12, 2025

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. MICROSOFT LICENSING ENTERPRISE AGREEMENT

Request the City Council adopt Resolution No. 2025-154, authorizing the Mayor to execute, on behalf of the City of Escondido, a three-year agreement with CDW-G in the amount of $1,831,931.57 to provide a Microsoft Enterprise Licensing Agreement with Software Assurance. (File Number 0600-10; A-3574)

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

Presenter: Rob Van De Hey, Chief Information Officer

a) Resolution No. 2025-154

6. LIBRARY INFRASTRUCTURE PROJECT FURNITURE PURCHASE

Request the City Council adopt Resolution No. 2025-147 authorizing the purchase of furniture for the Library Infrastructure Project. (File Number 0470-25)

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

Presenter: Robert Rhoades, Assistant Director of Community Services

a) Resolution No. 2025-147

7. LIBRARY INFRASTRUCTURE PROJECT BOOKSTACKS PURCHASE

Request the City Council adopt Resolution No. 2025-149 authorizing the purchase of bookstacks for the Library Infrastructure Project. (File Number 0470-25)

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

Presenter: Robert Rhoades, Assistant Director of Community Services

a) Resolution No. 2025-149

8. LIBRARY INFRASTRUCTURE PROJECT CHANGE ORDER

Request the City Council adopt Resolution No. 2025-150 authorizing the Mayor to execute a change order in the amount of $815,000 for the Library Infrastructure Project. (File Number 0910-10)

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

Presenter: Robert Rhoades, Assistant Director of Community Services

a) Resolution No. 2025-150

9. SAN DIEGO SENIORS COMMUNITY FOUNDATION HOLIDAY GRANT

Request the City Council adopt Resolution No. 2025-157 authorizing the Assistant Director of Community Services to receive a $4,475 grant from the San Diego Seniors Community Foundation for the *No Seniors Alone for the Holidays* Grant. (File Number 1115-30)

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

Presenter: Robert Rhoades, Assistant Director of Community Services

a) Resolution No. 2025-157

10. AWARD OF CONTRACT FOR CONSTRUCTION OF CLEAN CALIFORNIA ESCONDIDO GATEWAY PROJECT

Request the City Council adopt Resolution No. 2025-148 awarding a construction contract to SB General Engineering, Inc. and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of $740,450.20 for construction of Clean California Escondido Gateway Project on Highway 78. (File Number 0600-10; A-3575)

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

Presenter: Jason Christman, Engineering Manager

a) Resolution No. 2025-148

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

Request the City Council adopt Resolution No. 2025-156, declaring that pursuant to the terms

of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. (File Number 1330-85)

Staff Recommendation: Approval (Utilities Department: Kyle Morgan, Interim Director of Utilities)

Presenter: Kyle Morgan, Interim Director of Utilities

a) Resolution No. 2025-156

12. **AMENDMENT OF ESCONDIDO MUNICIPAL CODE CHAPTER 31 PERTAINING TO WATER CROSS-CONNECTION CONTROL REGULATIONS**

Request the City Council adopt Ordinance No. 2025-08, approving amendments to Municipal Code Chapter 31, Article 4, Section 200-203, related to cross-connection control to ensure compliance with Assembly Bill 1671. (File Number 0680-50)

Staff Recommendation: Approval (Utilities Department: Kyle Morgan, Interim Director of Utilities)

Presenter: Rico Jimenez, Water Distribution Manager

a) Ordinance No. 2025-08 (First Reading and Introduction)

13. **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ESCONDIDO AND THE ESCONDIDO FIREFIGHTERS' ASSOCIATION – SAFETY AND NON-SAFETY PERSONNEL BARGAINING UNIT**

Request the City Council adopt Resolution No. 2025-158, approving a three-year Memorandum of Understanding between the City of Escondido and the Escondido Firefighters' Association – Safety and Non-Safety Personnel Bargaining Unit, commencing January 1, 2026, through December 31, 2028. (File Number 0740-30)

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2025-158

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

PUBLIC HEARINGS

14. **ADOPTION OF THE 2025 CALIFORNIA BUILDING STANDARDS - CALIFORNIA CODE OF REGULATIONS TITLE 24**

Request the City Council adopt Ordinance Nos. 2025-09 and 2025-10, amending the City of Escondido Municipal Code to reflect the 2025 California Building, Residential, Plumbing, Electrical, Mechanical, Energy, Historical, Existing Building, Green Building Standards, Wildland-Urban Interface, Fire Codes, and proposed local amendments. (File Number 0680-50)

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Development Services Director and John Tenger, Fire Chief)

Presenters: Bruce Cheney Assistant Building Official, La Vona Koretke Deputy Fire Marshal

a) Ordinance No. 2025-09 (First Reading and Introduction)

b) Ordinance No. 2025-10 (First Reading and Introduction)

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

FUTURE AGENDA

15. **FUTURE AGENDA**

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT

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

ORAL COMMUNICATIONS

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

ADJOURNMENT

Mayor White adjourned the meeting at 5:30 p.m.

_____ _____

MAYOR CITY CLERK

STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

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

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

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

RECOMMENDATION

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

Respectfully Submitted,

Zack Beck
City Clerk

STAFF REPORT

December 17, 2025
File Number 0600-10; A-3576

SUBJECT

BENEFITS CONSULTING AND BROKERAGE SERVICES

DEPARTMENT

Human Resources

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-155, authorizing the Mayor to execute, on behalf of the City, a Consulting Agreement with Alliant Insurance Services, Inc. for employee benefits and insurance brokerage services.

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

Presenter: Patrice Russell, Human Resources Manager

ESSENTIAL SERVICE – Yes, internal requirement in support 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 – Increase Retention and Attraction of People and Businesses to Escondido.

FISCAL ANALYSIS

The annual fee for this agreement is $145,000, which will be funded through the FY 2025-26 budget. The initial contract term is two years, for a total not-to-exceed amount of $290,000. Staff will continue to include these costs in future fiscal year budgets as part of the department's ongoing budget planning process.

PREVIOUS ACTION

June 7, 2006: City Council adopted Resolution No. 2006-102 authorizing the Mayor to execute a consulting agreement with Willis Insurance Services of California.

October 5, 2011: City Council adopted Resolution No. 2011-120 authorizing the Mayor to execute a consulting agreement with Willis Insurance Services of California.

October 26, 2016: City Council adopted Resolution No. 2016-162 authorizing the Mayor to execute a consulting agreement with Willis Towers Watson (formerly Willis Insurance Services of California).

CITY of ESCONDIDO

STAFF REPORT

December 1, 2021: City Council adopted Resolution No. 2021-175 authorizing the Mayor to execute a consulting agreement with HUB International (formerly Willis Towers Watson)

BACKGROUND

The City of Escondido relies on benefits consulting and brokerage services to provide expert technical support in areas such as plan administration, benefits marketing, plan design, funding strategies, regulatory compliance, cost analysis, legislative updates, vendor coordination, employee communications, wellness and the annual renewal process. These services are essential to maintaining a compliant, competitive, and cost-effective employee benefits program.

The City previously entered into agreements with Willis Insurance Services of California in 2006 and 2012. In January 2016, Willis merged with Towers Watson and in 2017 the City entered into a new agreement with Willis Towers Watson to provide benefits consulting and brokerage services. In February 2020, Willis merged with HUB International and in 2022, the City entered into a new agreement with HUB International to continue providing these services. The current contract with HUB International expires on December 31, 2025.

On August 11, 2025, the City issued Request for Proposals No. 25-18 ("RFP") seeking qualified firms to provide employee benefit consulting and insurance brokerage services. The City received five proposals in response to RFP No. 25-18 from firms with demonstrated experience in employee benefits brokerage. Proposals were evaluated based on several criteria, including cost and overall value, scope of services, subject matter expertise, proposal quality, geographic location and, most importantly public agency experience.

Following a comprehensive evaluation, three firms were invited to participate in interviews with a panel consisting of the Deputy City Manager, Director of Human Resources, Human Resources Manager, and Human Resources Analyst. Based on the proposals, oral presentations, and interview results, City staff determined that it is the City's best interest to enter into a Consulting Agreement with Alliant Insurance Services, Inc.

Alliant Insurance Services, Inc. demonstrated the most comprehensive and detailed approach, showing a clear understanding of the City's current needs, challenges, and opportunities. Alliant Insurance Services, Inc. also provided strong client references, particularly from other public agencies, highlighting their high level of service, expertise, and proven record of success.

RESOLUTIONS

a) Resolution 2025-155
b) Resolution No. 2025-155— Exhibit "A"– Alliant Insurance Services, Inc. Consulting Agreement

RESOLUTION NO. 2025-155

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT WITH ALLIANT INSURANCE SERVICES, INC. TO PROVIDE BENEFITS CONSULTING AND BROKERAGE SERVICES FOR EMPLOYEE BENEFITS

WHEREAS, the City of Escondido ("City") contracts for broker services for employee benefits; and

WHEREAS, the City's current employee benefits and brokerage services agreement with HUB International (formerly Willis) will expire on December 31, 2025; and

WHEREAS, the City published Request for Proposal No. 25-18 on August 11, 2025 seeking employee benefits insurance broker services to commence on January 1, 2026; and

WHEREAS, Alliant Insurance Services, Inc. ("Alliant") submitted a comprehensive proposal in response to RFP No. 25-18 that demonstrated a detailed and strategic approach to meeting the City's needs; and

WHEREAS, Alliant serves a broad client base of over a thousand public entities and brings a high degree of expertise in addressing the specialized needs and challenges of the public sector; and

WHEREAS, following careful evaluation and review of all proposals submitted in response to RFP No. 25-18, the City has determined Alliant to be the most responsive and responsible consultant to provide employee benefits and insurance broker 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 the Mayor to execute, on behalf of the City, a Consulting Agreement, in substantially the same form as Exhibit “A” to this Resolution, with Alliant Insurances Services Inc. to provide employee benefits and insurance brokerage services.

CITY OF ESCONDIDO
CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Patrice Russell
760-839-4865
("CITY")

And: ALLIANT INSURANCE SERVICES, Inc.
a California corporation
18100 Von Karman Ave., 10th Floor
Irvine, CA 92612
Attn: Paul La Bounty
619-849-3878
("CONSULTANT").

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

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to provide employee benefits insurance brokerage services;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

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

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

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of **$290,000**.

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

3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.

4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent provided such consent is deemed given with respect to those persons or subcontractors listed in the Attachment B as of the Effective Date of this Agreement.

5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.

6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement specifically for the CITY, immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent; provided however, City acknowledges that CONSULTANT in performing the Services, may use patented and copyrighted materials, trade secrets, proprietary data, know-how, ideas, concepts, methodologies, practices, processes, procedures, techniques and written materials of CONSULTANT that existed prior to the commencement of the Services and City agrees that CONSULTANT shall retain all right, title and interest in and to such items; provided, however, tht CONSULTANT hereby grants City a non-exclusive, non-assignable, perpetual, royalty-free license to use such items that are embedded in the work product and are required for City's own internal use of the work product.

7. Insurance Requirements.

   a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

(1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than $1,000,000 per occurrence and $2,000,000 general aggregate.

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

(3) *Professional Liability (Errors and Omissions)*. Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than $2,000,000 claim and $2,000,000 aggregate.

b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

(1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.

(2) *Additional Insured Status*. The Commercial General Liability policy must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used.

(3) *Primary Coverage*. CONSULTANT's insurance coverage EXCEPT FOR (4) Professional Liability (Errors and Omissions). shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

(4) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

(5) *Subcontractors*. If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(6) *Waiver of Subrogation*. Except for Professional Liability, CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.

(7) *Self-Insurance*. CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of

other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.

(8) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the CITY.

c. *Verification of Coverage*. At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. Upon request, The CITY reserves the right to require certificate of insurance.

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

e. *No Limitation of Obligations*. The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.

f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

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

a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), brought by a third party including the third party, suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and reasonable attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature to the extent resulting from CONSULTANT's negligent performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the negligence or willful misconduct of the CITY.

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

c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

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

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

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

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

13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.

20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at http://www.dir.ca.gov/oprl/dprewagedetermination.htm and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

23. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

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

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

_____
Dane White, Mayor

ALLIANT INSURANCE SERVICES, INC.

Date: _____

_____
Paul Moore, Executive Vice President,
Managing Director

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

BY: _____

DATE: _____

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

ATTACHMENT "A"

Scope of Work

A. General

Alliant Insurance Services, Inc., a California corporation ("Consultant"), will provide the City of Escondido, a California municipal corporation ("City"), with City employee benefits insurance broker services.

B. Location

Consultant to provide services at the Consultant's office located at 18100 Von Karman Avenue, 10th Floor, Irvine, CA 92612.

C. Services

Consultant shall provide services as described in **Exhibit 1** to this Scope of Work, which is attached hereto and incorporated herein by this reference. In the event of a conflict between this Agreement (including this Scope of Work) and Exhibit 1, the terms of this Agreement shall prevail. Services shall include, but not be limited to, the following:

Service	Included in Fee	Frequency / Limits
Strategic Planning		
Prepare pre-renewal analysis to develop/refresh goals and objectives to inform renewal strategy	x	Annually
Evaluate market trends, competitive environment and culture	x	Annually
Evaluate funding and risk retention strategies	x	As Needed
Develop Annual Workplan and Milestone Calendar	x	Annually
Develop / refresh multiyear strategic glide path and financial plan to support goals and objectives	x	Annually
Templated benchmark plan designs, costs and contributions	x	Annually
Customized Benchmarking	x	As Needed
Annual Stewardship	x	Annually
Plan Renewal and Marketing Activities		
Initiate renewals with vendors, negotiate annual rates and terms and conditions	x	Annually
Prepare request for proposals (RFP) – evaluate potential vendors and develop bid specifications	x	As Needed
Conduct detailed bid analysis – compare financial and quality responses, review plan designs, evaluate alternative cost and funding alternatives, negotiate performance guarantees	x	As Needed
Stop Loss Marketing and Modeling (self-funded plans)	x	Annually
Review Captive Solutions	x	As Needed
Voluntary Benefits Consulting & Placement	x	Annually
Negotiate transition, communication, wellness and/or technology credits	x	Annually
Conduct network disruption analysis (if provider information is available)	x	As Needed
Price plan design alternatives	x	Annually
Model employee contributions and migration analysis	x	Annually
Facilitate finalist meetings; negotiate best and final rates	x	As Needed
Implementation support: facilitate project plan management, review administrative agreements and contract terms and conditions	x	As Needed

Underwriting / Actuarial Services		
Provide underwriting challenge on fully insured clients with available claims experience	x	As Needed
Conduct self-nsured / experience-rated / self-funding feasibility underwriting analysis	x	As Needed
Develop premium equivalent rates and calculate COBRA rates 9self-funded plans)	x	As Needed
Provider papyment / network change analysis (self-funded plans)	x	As Needed
Confidence modeling with Claim Fluctuation Reserve forecasting (self-funded plans)	x	As Needed
Calculate annual reserve (IBNR) estimates (self-funded plans) *Montlhy or quarterly available on exception basis	x	Annually
Estmate PCORI fees (self-funded plans)	x	Annually
Financial / Claims Experience Reporting		
Deliver financial experience reports (summary) *Monthly available on exception basis	x	Quarterly
Alliant Analytics Reporting (self-funded plans)	x	Annually
Vendor Management – Ongoing Support & Services		
Provided day-to-day support (tracking open items, support escalated claims and/or billing issues.)	x	As Needed
Manage and regularly evaluate insurance carrier and service provider relationships	x	As Needed
Coordinate utilization review meetings (if information is available)	x	Annually
Review plan document changes (contracts, policies, benefit summaries, SBCs)	x	As Needed
Monitor Vendor Performance Guarantees	x	As Needed
Compliance		
Provide Annual Compliance Calendar	x	Annually
Offer ongoing education through webcasts, podcasts, white papers, and legislative alerts	x	Ongoing
Provide Compliance Reminders & Refreshers – *Friday Fast Facts*	x	As Needed
Provided ongoing Q&A support by designated Alliant compliance consultant on client's group health plan compliance questions, e.g. ERISA, COBRA, HIPAA, ACA, Section 125, Mental Health Parity, Nondiscrimination, M&A, etc.	x	As Needed
Prepare 5500s and SARs through Third Party Vendor	x	Annually
Facilitate Non-Discrimination Testing through Third Party Vendor	x	Annually
Provide templated annual notices package that includes the main Federal requirements including Medical Part D, HIPAA privacy, Women's Healthcare Rights Act, CHIPRA, etc.). Package includes Digital FlippingBook link.	x	Annually
Provided templated documents for ERISA compliance including wrap plan documents, SPD's Summary Material Modifications through Third Party Vendor	x	As Needed
Coordinate required Cafeteria Plan Documents	x	As Needed
Provide reminders for annual CMS Disclosure	x	Annually
CAA Broker Transparency Disclosure	x	Annually
HIPAA Toolkit (self-funded plans)	x	As Needed
ERISA Fudiciary Toolkit	x	As Needed
Access to Human Resources Support Service, e.g., HR Workplace or similar service	x	As Needed
Health, Well-Being and Productivity		
Provide access to standard communication toolkit including monthly newsletter (STRIVE), annual communications calendar, health	x	As Needed

educational flyers, infographics, clinical opinion guides, and health condition campaigns.		
Provide templates for employee and employer surveys and assessments	x	As Needed
Assigned health and productivity consultant	x	As Needed
Develop well-being strategy (including incentive design) in combination with annual benefit objective setting and strategy discussions.	x	Annually
Support annual review of program engagement, participation and outcomes reports and provide feedback and recommendations	x	Annually
Review Alliant Analytics reporting and provide recommndations/solutions	x	As Needed
Identify and market appropriate vendors	x	As Needed
Core Benefits Communications		
Strategic Communications Consulting (includes Annual Communications Plan)	x	Annually
Provide Alliant Templated Booklet including Digital FlippingBook link *3 rounds of edits then fee may apply	x	Annually
Provide Alliant Templated PowerPoint Presentation Slides *3 rounds of edits then fee may apply	x	Annually
Provide Alliant Templated Required Annual Notices Package (includes Medical Part D, HIPAA privacy, Women's Healthcare Rights Act, CHIPRA, etc) Package includes Digital FlippingBook Link.	x	Annually
Provide Recorded Digital Brainshark Presentation Link Utilizing PowerPoint Presentation Slides (noted above)	x	Annually
Provide Alliant Templated Open Enrollment Emails (up to 4)	x	Annually
Provide Alliant Templated Open Enrollment Kickoff Video	x	Annually
Provide access to library of licensed educational videos (English and Spanish available)	x	Annually
Provide Alliant Templated Spanish Materials	x	Annually
Supplemental Materials (Benefits-at-a-Glance, Posters, Postcards, HDHP Easy Guide, Mental Health Toolkit, etc.) Choose templated educational materials. *Quantity 2	x	Annually
Open Enrollment Support		
Request and coordinate digital vendor materials and supplies to support open enrollment	x	Annually
Facilitate carrier / vendor attendance for open enrollment meetings / events	x	Annually
In person attendance – Open Enrollment	x	Annually
In-person Event Expenses (Giveaways, Raffle Items, Food, etc.)	x	As Needed
Facilitate Health Fair Vendor Procurement	x	As Needed
In person Health Fair attendance	x	As Needed
Additional Alliant Practices – May Require Separate Scope & Fee		
Alliant Individual Health Solutions (AIHS)		
Alliant Medicare Solutions including provision of educational materials and decision support for employees eligible for Medicare via employer-specific toll-free number *AMS Complimentary – Free, Additional cost for AMS Premier		
Pharmacy Consulting		
Alliant Mergers and Acquisition Diligence		
Alliant Benefit Advocates (Tier 1 – Standard, 2 – w/System Access View or 3 – w/Ability to Edit System)		
Alliant HR Tech and Outsourcing		
Alliant Billing and Reconciliation Services		

LifeBalance Program (Employee Perks Program)
Alliant Retirement Services
Alliant Human Capital (FutureSense)
Alliant Leave Advantage (subscription-based solution)
Alliant Strategic Leave Consulting
Alliant Clinical Consulting (Alliant Physician/RNs)

D. Scheduling

Inquiries relating to this Agreement, including scheduling and coordination with City staff, may be directed to Patrice Russell at 760-839-4865 or Patrice.russell@escondido.gov.

E. Contract Price and Payment Terms

The contract price shall not exceed **$290,000**. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice.

Each year of the term, Consultant will disclose to the City all associated commission rates, commissions earned, as a result of this Agreement, during the preceding calendar year by January 31 of each year. Consultant will review any additional services with the City prior to performing them and the City must agree upon additional fees in advance and in writing.

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **December 31, 2027** ("Initial Term"). Thereafter, the City shall have three successive one-year options to extend the Initial Term of this Agreement. All extensions of the Initial Term shall be via amendments pursuant to Section 12 (Amendments) of this Agreement.

G. Other

Consultant agrees to include a 10% service guarantee. At any time, the City can invoke the terms of the guarantee. All categories are based solely on Human Resources satisfaction. Listed below are the categories of the Service Guarantee:

- Execution of Scope of Work (5%): Satisfaction with deliverables in the Scope of Work
- Service and Support (5%): Service and Support to the City's Benefits Team with decision making tools, attendance at meetings, and assistance for any implementation. .

ATTACHMENT "B"

Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

1. Paul LaBounty, EVP, Executive, PLaBounty@ Alliant.com, Alliant Insurance Services, Inc.; and
2. Tom Quirk, FVP, Lead Consultant, Tom.Quirk@Alliant.com, Alliant Insurance Services, Inc.
3. Stephen Menzia, AVP, Consultant, Stephen.Menzia@Alliant.com, Alliant Insurance Services, Inc.
4. Liz Anderson, Account Manager, Liz.Anderson@Alliant.com, Alliant Insurance Services, Inc.
5. Mary June Neilson, Account Manager, (insert email), Alliant Insurance Services, Inc.
6. Isaias Hernandez, Benefits Analyst, Isaias.Hernandez@Alliant.com, Alliant Insurance Services, Inc.
7. Andrea Alarcon, J.D., Compliance Consultant, Andrea.Alarcon@Alliant.com, Alliant Insurance Services, Inc.
8. Niti Thai, VP, Health & Productivity Consultant, Niti.Thai@Alliant.com, Alliant Insurance Services, Inc.
9. Debbie Rey, AVP, Employee Benefits Communications Consultant, Debbie.Rey@Alliant.com, Alliant Insurance Services, Inc.
10. Kerstin VanZenten, VP, Director, Voluntary Benefits, Kerstin.VanZenten@Alliant.com, Alliant Insurance Services, Inc.
11. Laurinda Newell, Programs & Analytics, Laurinda.Newell@Alliant.com, Alliant Insurance Services, Inc.
12. Rachel Parker, Implementation Specialist, Rachel.Parker@Alliant.com, Alliant Insurance Services, Inc.

CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Date: _____

_____
Paul Moore Executive Vice President,
Managing Director

City of Escondido

EMPLOYEE BENEFIT BROKERAGE CONSULTING SERVICES (RFP No. 25-18)

Alliant Insurance Services, Inc. (Alliant)

September 15, 2025

Submitted by:

Tom Quirk
First Vice President, Consultant
CA Insurance License # 0C48707
(949) 660-5952
Tom.Quirk@Alliant.com

Stephen Menzia
Assistant Vice President, Consultant
CA Insurance License #4471603
(949) 660-8191
Stephen.Menzia@Alliant.com

Servicing Office/Headquarters: 18100 Von Karman Avenue, 10th Floor, Irvine, CA 92612

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Included Exhibit Items

Exhibit 1- GENERAL CONDITIONS – Public Agency Clause
Exhibit 2- NONCOLLUSION DECLARATION
Exhibit 3- Redlines/Exceptions to the Consulting Agreement
Exhibit 4- Alliant Team Biographies
Exhibit 5- Alliant's Proposed Scope of Services

Confidentiality and Disclosure Notices

CONFIDENTIALITY

The information contained in this proposal, including the Exhibits, is the confidential and proprietary information of Alliant Insurance Services, Inc. (Alliant) and is protected by trade secret and other applicable laws. The recipient of this proposal agrees that this information will only be used in connection with the review and consideration of this proposal and may not be copied or shared with any other person or entity other than the recipient. If the recipient is requested, whether by subpoena, court order, public records or freedom of information request, to disclose any part of this proposal, the recipient shall promptly notify Alliant of such request, prior to any disclosure, so that Alliant can, at its option, take steps to protect the confidential and proprietary information contained in this proposal. The breach of this confidentiality obligation may result in irreparable harm to Alliant and, as such, the recipient acknowledges and agrees that Alliant shall be entitled to pursue all available legal and equitable remedies, including injunctive relief, without the requirement to post a bond, in the event of a breach.

DISCLAIMERS AND DISCLOSURES

Changes in Services: If Client requests a change in Services or if changes in Client's size, operations, or organization require a change in the scope and/or nature of the Services and/or Plans, the compensation described in this RFP response will be adjusted accordingly.

Transparency and Disclosure: Upon Client's reasonable request, Alliant will disclose Commissions it receives, where possible, in connection with any insurance placements on behalf of Client under Alliant's "Transparency and Disclosure" policy, a copy of which is made available upon request. Pursuant to its policy, Alliant will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of its clients. In addition, Alliant's conflict of interest policy precludes it from accepting any form of broker incentives that would result in business being placed with carriers in conflict with the interests of Alliant's clients.

Services Included in Cost of Premium: In addition to the compensation described in this RFP response, Alliant and/or its related entities may receive additional compensation for underwriting, program administration, and other services that are (a) provided to either Client or the insurance carrier, (b) not contracted for directly by Client, and (c) outside the Scope of Services. This additional compensation, if any, will be included in the cost of the premium Client pays to the carrier and accordingly, will create no additional cost for Client. Notwithstanding this paragraph, any services contracted for directly by Client may be subject to additional costs.

Indirect Income: With exception, Alliant may also receive income because of a contingent or supplemental income agreement with the insurance carriers. Client may opt-out of having its premiums included in the calculation of indirect income by accessing the "opt-out" form from the link on Alliant's website: http://www.alliant.com/Legal-Notices/Pages/Disclosure-Policy.aspx. The parties acknowledge that indirect income, if any, is determined by insurance carriers, and if the Client does not opt-out, it remains the carriers' exclusive decision to include or exclude certain premiums in any calculation. The availability of information regarding the make-up of any indirect income payment is at the carrier's discretion.

BROKER/CONSULTANT QUALIFCATIONS

Cover Letter and Executive Summary

September 15, 2025

City of Escondido
ATTN: Patrice Russell, Human Resources Manager
201 N. Broadway, Escondido, CA 92025

Dear Ms. Russell,

The City of Escondido (hereafter the City) has made clear that it is seeking a broker partner who can deliver a full range of services related to the design, implementation, maintenance, communication, and improvement of its employee insurance benefits program. This includes health, dental, vision, life, disability, voluntary plans, and wellness programs, all in support of a diverse workforce and multiple bargaining units.

Alliant Insurance Services Inc. (Alliant) has decades of experience delivering these services for California municipalities of similar size and complexity, and we are committed to achieving the City's goals through a proactive, data driven, and hands on approach.

As outlined in the signature section of this proposal, Alliant's authorized representative, **Tom Quirk**, has certified our intent to bid on all sections of the scope of work, the accuracy of all information provided, and the validity of this proposal for 120 days from submission. Contact information for our primary proposal representative is also included in that section.

Why the City Should Engage Alliant

Alliant brings extensive experience negotiating benefit programs tailored to the unique needs of public agencies while effectively managing costs. Our dedicated service team has deep expertise supporting municipalities with multiple bargaining units, ensuring responsive communication and year-round accessibility. We further maximize value through access to pooled purchasing arrangements that leverage the combined buying power of similar entities, resulting in more competitive pricing and enhanced program options. We consistently deliver measurable results in cost savings, compliance assurance, and employee engagement, all supported by transparent reporting and clear accountability.

With a comprehensive understanding of municipal benefits challenges and a proven track record of success, Alliant is well-equipped to partner with the City to achieve your goals.

Our Approach for Escondido

Alliant delivers a level of brokerage service that goes beyond the standard renewal-focused model other firms rely on. We leverage pooled purchasing arrangements to secure lower

premiums and richer plan designs and apply collective bargaining expertise to model the financial impact of benefit options in real time. Allowing the City to enter negotiations with union-ready, data-backed proposals. Our proprietary analytics tools compare Escondido's plans, costs, and contribution strategies against peer cities and counties statewide, giving leaders an objective framework for decision-making.

We further protect the City through municipality-specific compliance audits across ACA, COBRA, and CalPERS helping avoid penalties and litigation. Finally, we design multilingual, culturally relevant communication campaigns—supported by decision tools and onsite/virtual benefits fairs—that help employees better understand the value of their City-sponsored benefits. This combination of coalition leverage, bargaining expertise, benchmarking, analytics, compliance rigor, and employee engagement is unique to Alliant and ensures measurable savings, protection, and satisfaction for Escondido.

Proven Public Sector Outcomes

Our work with similar California municipalities has delivered tangible results, including $1.4 million in projected medical plan savings for a Southern California city by aligning carrier rates with claims experience while preserving plan designs. We secured a 17% reduction in dental and vision administrative fees for a county client through competitive bidding and contract renegotiation, accompanied by improved service guarantees. For another municipal client, we avoided $250,000 in IRS penalties by identifying and resolving ACA reporting errors before deadlines. Additionally, our efforts in launching multilingual open enrollment materials and onsite benefits fairs achieved a 92% active enrollment rate for a city client.

Acknowledgement

By submitting this proposal, Alliant acknowledges that we have read and understand the contents of RFP No. 25-18 and agree to comply with all requirements and conditions contained in the RFP and all applicable exhibits. Please see *Exhibit 1* for Alliant's 'GENERAL CONDITIONS – Public Agency Clause' document, *Exhibit 2* for our 'NONCOLLUSION DECLARATION' document, and *Exhibit 3* for our Redlines/Exceptions to the proposed Consulting Agreement.

We look forward to bringing our municipal expertise, market leverage, and dedicated local service to help the City meet its benefit program goals, protect taxpayer resources, and deliver value to every employee.

Sincerely,

Tom Quirk
First Vice President, Consultant
CA Insurance License # 0C48707
(949) 660-5952
Tom.Quirk@Alliant.com

Stephen Menzia
Assistant Vice President, Consultant
CA Insurance License #4471603
(949) 660-8191
Stephen.Menzia@Alliant.com

Firm Information

a. Organizational structure of the firm, including the type of firm (individual, partnership, corporation, subsidiary, or government entity); and history, including number of years in existence, number and location of offices, total number of employees.

Alliant Insurance Services, Inc. is a 51% employee-owned, privately held (C) Corporation with a 100-year history in the insurance industry. Founded in 1925 as the Robert F. Driver Company in downtown San Diego, the firm was renamed Driver-Alliant Insurance Services, Inc. in 2001 and adopted its current name in 2006. Today, Alliant is the 5th largest brokerage and consulting firm in the nation, employing 14,000+ people across 130+ offices. Our corporate headquarters is in Irvine, California, with operational headquarters in San Diego.

Our company is organized into three main business groups: Employee Benefits, Commercial Insurance, and Private Clients. The Employee Benefits division operates independently, generating 30% of Alliant's total revenue and staffed by over 1,672 benefits professionals serving around 9,800 clients.

We serve over 27,000 clients across various sectors, including public entities, non-profits, higher education, tribal nations, and businesses in industries such as real estate, retail, healthcare, financial services, energy, marine, law, construction, biotech, and aviation. Our services cover employee benefits, property and casualty, workers' compensation, surety, and financial solutions.

Our expertise includes strategic planning, plan funding and design, financial and data analytics, pharmacy consulting, compliance, vendor management, open enrollment, employee communications and engagement, health and wellness, benefits help desk, absence management, disability, life and voluntary benefits, executive benefits, technology consulting, global benefits, mergers and acquisitions, and retirement planning. Our mission is to promote innovation and problem-solving in employee benefits by applying high-value strategies that help clients stay ahead in a changing industry. By improving health literacy and encouraging wellness, we enhance employee benefits experiences and aim for more cost-effective care.

b. Names and titles of all principals/officers of the firm (name, title, phone number).

Alliant is governed by its Board of Directors, which provides overall strategic oversight for the firm. The Executive Management team drives day-to-day leadership, ensuring consistency, innovation, and alignment across all Alliant divisions so that clients benefit from a unified vision. For the names of our Board of Directors and Executive Management leaders, please visit our website here: https://alliant.com/about/leadership/#.

Furthermore, within the Employee Benefits division, leadership is directed by **Kevin Overbey, President of Employee Benefits** and **member of Executive Management**. Kevin oversees our Employee Benefits national leadership team which direct division-wide operations and strategy, ensuring that all Employee Benefits initiatives are designed to complement our corporate goals, improve outcomes, and create value for clients.

Supporting Kevin and the Employee Benefits national leadership team, are Managing Directors who adapt national strategies to the local market, providing clients with both the scale of a national firm and the attentiveness of local expertise. At the next level, senior professionals with titles ranging from Assistant Vice President to Senior Executive Vice President reinforce office leadership by driving collaboration, ensuring responsive service, and supporting seamless execution.

While Alliant does not universally use the designation of "Principal," our structure reflects a well-defined hierarchy of seasoned leaders whose expertise translates directly into improved client strategies, operations, and results.

Below is the Senior Managing Director for all Employee Benefits and the Managing Directors who oversee our California offices, including the City of Escondido's servicing offices, Irvine and San Diego.

Managing Directors

Employee Benefits

Bret Goodman
EVP, Senior Managing Director (925) 378-6710
Bret.Goodman@Alliant.com

California Offices

Mark Conway
SEVP, Managing Director
(949) 697-4180
MConway@Alliant.com

Paul Moore
EVP, Managing Director
(949) 660-5962
Paul.Moore@Alliant.com

c. List applicable certifications and licenses and the associated numbers.

Alliant maintains all required certifications and licenses necessary to operate as an employee benefits broker across the jurisdictions we serve. These include state-specific insurance licenses held by our individual producers, as well as corporate licensing where applicable. Due to the volume and variability of license numbers across our national team, we are happy to provide specific license details upon request or as needed for compliance verification but have provided your core account team's license numbers.

Paul LaBounty, Executive Vice President: CA Insurance License #0B95943

Tom Quirk, First Vice President, Consultant: CA Insurance License #0C48707

Stephen Menzia, Assistant Vice President, Consultant: CA Insurance License #4471603

Heather Williams, Account Executive: CA Insurance License #0E85557

Cindy Marmolejo, Account Manager: CA Insurance License #0N01220

Alana Shaw, Account Analyst: CA Insurance License #2065682

Project-Related Experience

a. Describe the ability of your firm to provide local service to sites/offices located in Escondido.

Alliant is set up to provide hands-on, practical support to the City of Escondido. This account will be supported by teams in both our San Diego and Irvine offices, giving the City direct access to experienced consultants who know the region and can respond quickly, whether in person or virtually. Having local offices allows us to be on-site whenever needed. By coordinating across these offices, we deliver seamless service while staying closely attuned to the City's specific needs, operations, and employees.

Just a few examples of local support we can provide to you and your team include facilitating committee meetings, hosting employee health fairs, providing hands-on assistance during open enrollment, and leading renewal and strategy meetings. Additionally, we'll meet with and provide reports to various City representatives including City Council, City Manager, Human Resources Staff, and the Insurance Committee.

b. How many years has your firm been providing benefits to municipalities?

Alliant Insurance Services, Inc. began working in the employee benefits field in 1971 and expanded its services to include the public sector in 1977.

c. List the municipalities your firm provided similar services for within the past three (3) years. Include the number of employees for each agency.

Alliant is the largest public entity broker in California. We have over 1,000 public entity clients, including various cities, counties, special districts, community college districts, and K-12 public schools, either as direct, individual clients or as clients through our relationship with them as members of Joint Powers Authorities. Our extensive public entity client list keeps us proactively focused to solve issues that are unique to public entities. We strive to drive innovation in plan design and products to help public agencies contain costs, while providing exceptional benefits and services to their employees.

It is not our current practice to release Alliant's entire public agency client database as these proposals become a public record and our competitors can access the information. However, we have included a partial list of our California Public Sector Clients below:

Partial California Public Entity Client List	
Alameda, City of	Orange County Transportation Authority
Association of California Water Agencies (ACWA)	Orange County Water District
Atascadero, City of	Palo Alto, City of
Bay Area Air Quality Management District	Pasadena Area Community College District
Buena Park, City of	Saddleback Valley Unified School District (SVUSD)
Butte, County of	San Bernardino, City of

Partial California Public Entity Client List	
Calexico, City of	San Bernardino Municipal Water Department
California Highway Patrol	**San Diego, County of**
CalOptima Health	**San Diego County Regional Airport Authority**
CenCal Health	**San Diego County Water Authority**
Coast Community College District (CCCD)	**San Diego Housing Commission**
Costa Mesa, City of	**San Diego Metropolitan Transportation Authority**
Culver City, City of	San Jacinto, City of
Cypress, City of	San Jose, City of
Downey Unified School District	San Juan Capistrano, City of
El Centro, City of	San Luis Obispo, County of
El Centro Regional Medical Center	San Luis Obispo Regional Transit Authority
Encinitas, City of	San Mateo, County of
Fullerton School District	Santa Ana Unified School District
Gardena, City of	Santa Barbara, County of
Glendale, City of	Santa Barbara Metropolitan Transit District
Goleta, City of	Santa Clara, City of
Huntington Beach, City of	Santa Monica, City of
Huntington Beach Union High School District	Santa Monica College
Imperial, County of	Solana Beach, City of
Imperial Irrigation District	South Coast Air Quality Management District
Inland Empire Health Plan	Superior Court of California, County of Alameda
Irvine, City of	Superior Court of California, County of Merced
La Habra City School District	Superior Court of California, County of Santa Barbara
Long Beach, City of	Superior Court of California, County of Sonoma
Lompoc, City of	Superior Court of California, County of Stanislaus
Los Angeles Community Development Authority	Turlock Irrigation District
Los Angeles County Metro Transit Authority	Tuolumne, County of
Merced, City of	Ventura County Deputy Sheriff's Association
Mission Viejo, City of	Vernon, City of
Modesto, City of	Walnut Creek, City of
Newport Beach, City of	West Covina, City of
Oceanside, City of	Yuba, County of
Orange County Department of Education	

d. Discuss your company's resources and activities as they relate to knowledge and understanding of our industry.

As mentioned in the previous question, Alliant serves more than 1,000 public entities, making us California's largest broker in this sector. This concentration gives us an understanding of the issues that matter most to public agencies such as balancing fiscal responsibility with employee needs, ensuring transparency, and creating sustainable solutions under public oversight.

Resources Built for Public Entities

Unlike other brokers, Alliant has dedicated resources created specifically for public agencies:

Public Entity Benchmarking Survey (2025)

Every two years, Alliant conducts a comprehensive survey of California public entities that tracks benefit design, contribution strategies, and cost trends. This proprietary tool allows agencies to benchmark against true peers—not private employers—and use validated data to support decisions with governing boards, employee groups, and the public. Visit the link here to view the 2025 Executive Summary results: https://eb.alliant.com/2025-alliant-ca-public-entity-benefits-benchmarking-summary.html

Dedicated Public Entity Actuarial and Underwriting Team

We have in-house actuaries and underwriters who focus exclusively on public agencies. They provide detailed renewal projections, financial modeling, and long-term liability analysis, including alternatives to CalPERS and OPEB strategies. Their work ensures decision-makers have defensible data to guide negotiations and public discussions.

Joint Labor-Management Expertise

For over 50 years, Alliant consultants have supported labor/management and benefit committee meetings. We provide education, compliance guidance, and scenario modeling that help agencies build consensus among elected officials, employee associations, and union leaders.

Exclusive Pooled Purchasing Programs: PRISM and Sourcewell

Alliant is the only broker that can provide access to PRISM, the largest joint powers authority in California, and Sourcewell, a nationally recognized cooperative purchasing program. These programs give public entities access to pooled medical, dental, life, disability, vision, and EAP coverage with lower administrative fees, reduced carrier profit margins, and multi-year rate stability. Through these programs, agencies achieve meaningful savings and stability while maintaining autonomy in plan design. *For more information on these programs, please see below.*

Specialized Programs Team

Based in Irvine, our Programs team develops and manages PRISM and Sourcewell programs on behalf of public entity members. They serve as the operational backbone—handling underwriting, carrier negotiations, program management, and account support—so agencies can benefit from pooled purchasing without the administrative burden.

Industry Conferences and Associations

Alliant's Employee Benefits team regularly attends key industry conferences such as California Public Employers Labor Relations Association (CALPELRA), State and Local Government Benefits Associations (SALGBA), the Public Risk Innovation, Solutions, and Management (PRISM) Employee Benefits Symposium, and more, to stay informed on trends, regulations, and strategies that affect public sector organizations. As California's premier public sector broker, Alliant always maintains a large presence at these conferences. At CALPELRA, we host an annual public sector mixer event for conference attendees which was attended by members of City staff just this past year. This involvement allows us to bring current, relevant insights directly to our clients. Our participation in these events supports informed decision-making and proactive benefits planning for our clients. We also hold memberships with organizations like the American Benefits Council, the Council of Insurance Agents and Brokers (CIAB), the Disability Management Employer Coalition (DMEC), and more, which provide access to benchmarking data, policy updates, and compliance resources that strengthen our ability to serve the city's needs and beyond.

How We Apply This Expertise

Our knowledge translates into tangible results. For example, when a Southern California City named Alliant Broker of Record, we immediately leveraged our public entity expertise to cut their medical renewal from 9.5% to 4%, secured a competing proposal 2% below current rates with $125,000 in wellness funds, and negotiated $250,000 in performance guarantees from the carrier. We also introduced new self-insured dental and vision options that reduced costs by 6–18%. This outcome reflects how our public sector practice is built, not on generic broker services, but on decades of working side by side with agencies to address the realities they face: budget constraints, employee retention, compliance, transparency, and administrative demands.

Through proprietary tools like our statewide benchmarking survey, exclusive pooled purchasing programs, and dedicated actuarial and labor-management resources, Alliant delivers solutions that no other broker can provide. These resources give agencies a competitive, cost-effective benefits strategy that is transparent, defensible, and responsive to employees, governing boards, and the community.

Proprietary Programs & Offerings for California Public Agencies

Alliant works with several Joint Powers Authorities (JPA's) throughout the country to develop exclusive pooled purchasing benefit programs that are designed specifically for public agencies and their unique characteristics. These programs leverage volume to provide cost

savings and greater long-term stability through risk sharing. Our strategy is to provide an independent consulting approach and present both available program solutions as well as options that are available in the market such as VEBA and Sharp Health Plan.

PRISM Benefit Programs

The Public Risk Insurance Solutions Management (PRISM) is a member directed joint powers authority (JPA) comprised of California public agencies dedicated to controlling losses and providing risk management and employee benefit solutions. PRISM's membership has expanded to include 94% of California Counties, 60% of California Cities and several other public districts California Public Agencies (Superior Courts, Special Districts and other Joint Powers Authorities).

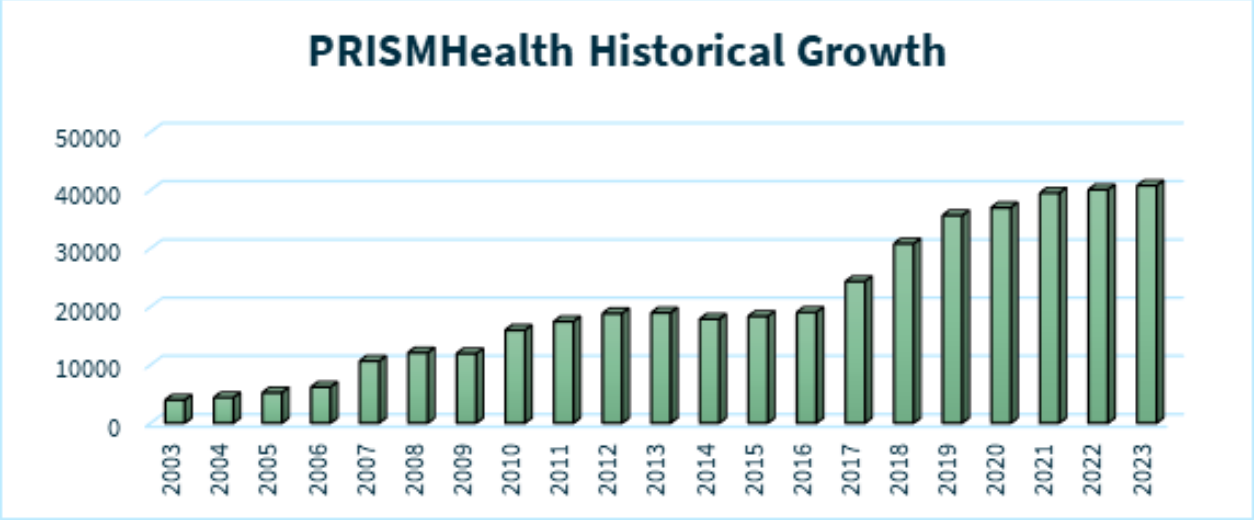
PRISM Benefit Programs leverage volume to offer lower administrative fees, reduced carrier profit margin and risk sharing to create more stable renewals; the result is lower costs and greater long-term stability for PRISM program members. Through Alliant, the City has access to PRISM Benefit Programs including Medical, Dental, Life, Disability, Paid Family Leave, Vision and EAP. Note that access to PRISM Benefit programs is exclusively through Alliant; other Brokers may not access PRISM Benefit Programs. Below shows renewal history for PRISM Benefit Programs:

PRISM PROGRAM AVERAGE RENEWALS

PRISMHealth – Medical Program • January 2025: 4.66% • Historical Average: 5.7%	**PRISM Vision (VSP)** • 2021-2025: Rate Pass • 2018-2021: Rate Pass • 2015-2018: Rate Pass • 2013-2015: 4% • 2011-2013: Rate Pass	**PRISM Life and Disability** • 2023-2026: Rate Pass • 2020-2023: -2% Life; -4% DI • 2017-2020: Rate Pass Life & DI • 2014-2017: -5% Life; Rate Pass DI
PRISM Dental • 2025: -3.5% to -3.1% • 2024: -3.1% to -3.1% • 2023: 0.0% to 0.5% • 2022: 3.3% to 3.9% • 2021: -1.3% to -1.3% • 2020: 0.0% to -0.90%	**PRISM Vision (EyeMed)** • 2021-2025: Rate Pass • 2018-2021: Rate Pass • 2016-2018: Rate Pass • 2012-2016: Rate Pass	**PRISM EAP** • Concern • 2023-2026: Rate Guarantee • Anthem • 2023-2026: 5% • 2018-2023: -5%

PRISMHealth - Medical Program

A self-funded not-for-profit Medical Purchasing Program that was launched in 2003 to offer public agencies an alternative to the state-run CalPERS Program. Since inception, the program has seen steady growth as illustrated below. As of 1/1/24, PRISMHealth had approx. 42,000 covered employee lives and $748M in annual premium and is the second largest non-School purchasing coalition in California after CalPERS.



PRISMHealth offers a choice of either Anthem Blue Cross or Blue Shield of California products alongside Kaiser for its member employers. PRISM Health uses a unique risk sharing methodology to reduce volatility and provide more stable renewals for CA public agencies which is reflected in our stable renewal history. In addition to providing custom plan designs for active and retiree plans, PRISM offers several unique benefits for employees and dependents including:

- $0 Copay surgeries and cancer care at select Centers of Excellence (Example: City of Hope, Scripps in San Diego among others)
- $0 Copay for Diabetes Care via a program that offers a Digital Glucometer and access to a clinical care team that includes a physician, coach, nutritionist, and social worker.
- $0 copay for Digital Physical Therapy and pain management
- PPO Plans with $0 Virtual Primary Care and $0 Virtual Mental Health Care
- $0 Copays for generic maintenance medications via mail order program

PRISMHealth has a long history of providing renewal premium increases that outperform the marketplace. Since 2003, the program has an average renewal increase of 5.7%, outperforming both the direct marketplace and CalPERS during that timeframe.

NEW! PRISM EAP Program for First Responders

First Responders often face extreme stressors in the course of their duties, which can result in profound, long-lasting effects that can take a toll on mental health and emotional wellbeing. To address the unique needs of First Responders, PRISM created a Public Safety Support Task Force (PSSTF) comprised of PRISM member agencies, active-duty law enforcement employees, PRISM staff, mental health clinicians experienced in treating First Responders and Alliant Consultants.

The Task Force worked with Alliant to create the *PRISM ConcernPlus First Responder EAP Program* that will overlap, complement or replace existing services offered to First Responders and their family members to include:

- Rapid access to culturally competent mental health providers
- Enhanced EAP sessions – 8, 10 or 15
- Additional EAP sessions once session limit has been met (if clinically appropriate)
- Specialized First Responder Critical Incident services
- Specialized First Responder Training Programs
- Preventive services, screenings and support
- Culturally competent Peer Support training and guidance

This unique EAP Program includes Culturally Competent Providers who consider values, beliefs and culture when providing care. They build trust, understand the demands of the job, are licensed, and specifically trained to treat the unique needs of first responders and their families; this includes training in techniques for individuals suffering from trauma including: EMDR, Brainspotting, CISM, CBT with trauma focus.

Sourcewell Employee Benefits Program

The Sourcewell Employee Benefits Program was created by Alliant and is managed by our Programs team in Irvine, CA. It is a national cooperative purchasing program that allows public entities, schools, and nonprofits to access competitively bid, nationally awarded employee benefits contracts without having to run their own RFP process. By pooling participants across the country, Sourcewell leverages collective purchasing power to secure volume pricing and rate stability that individual agencies cannot achieve on their own.

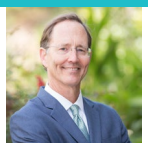
Sourcewell is a public service cooperative (formerly NJPA) with more than 50,000 member agencies and over $3 billion in annual purchases. Membership is free, with no fees or obligations, and most public agencies in California are already members. Through Alliant, agencies can access Sourcewell's employee benefits programs along with other cooperative contracts covering a wide range of products and services.

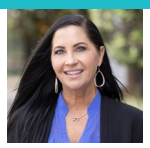
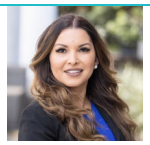
Program Advantages

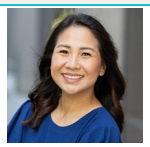
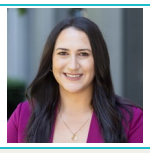
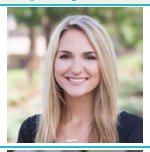
- Eliminates the need for a duplicate procurement process by utilizing pre-solicited, competitively awarded contract
- Access to Alliant's Programs team for ongoing support and administration
- Participation in a joint purchasing and risk-sharing pool of public entities, schools, and nonprofits
- Volume-based pricing not otherwise available in the standard marketplace
- Reduced administrative costs by removing profit load from carrier premiums, leaving only true administrative and claims costs
- Flexibility to design custom benefit plans within the cooperative structure
- Multi-year rate guarantees for added budget predictability
- Greater stability, as renewals are based on the pooled experience of all participants

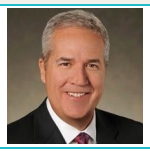
e. Describe the responsibility, experience and qualifications of the individual(s) who would comprise the service team.

The City of Escondido's service team will consist of experienced professionals with specialized expertise in employee benefits consulting, account management, compliance, communications, underwriting, and data analysis. Each team member brings a strong background in their respective area and is responsible for delivering strategic guidance, day-to-day service, and technical support. The team is structured to ensure seamless coordination, timely execution of deliverables, and proactive engagement with the City's HR and Finance departments. Please refer to the organizational chart below for an overview of the proposed service team and their roles. See *Exhibit 4* for the team's biographies.

Executive & Strategic Advisory Team		Role
	**Paul LaBounty, CEBS, EVP, Executive Sponsor** (760) 271-2186 PLaBounty@Alliant.com Industry Experience since 1986 With Alliant: 1997	Executive Sponsor responsible for overseeing execution of Employee Benefits deliverables and ensures appropriate team resources
	Tom Quirk, FVP, Lead Consultant (949) 660-5952 Tom.Quirk@Alliant.com Industry Experience since 1998 With Alliant: 2015	Responsible for overseeing client satisfaction and strategy.
	Stephen Menzia, AVP, Consultant (949) 660-8191 Stephen.Menzia@Alliant.com Industry Experience since 2020 With Alliant: 2025	Responsible for collaborating with Tom and other Benefits Consultants on the development and execution of client centered strategies.

Core Service Team		Role
	**Heather Williams, VP, Account Executive** (949) 660-5945 Heather.Williams@Alliant.com Industry Experience since 1997 With Alliant: 2020	Oversees and manages plan performance, ensures appropriate strategic direction and execution of deliverables as well as leads the service team.
	**Cindy Marmolejo, Account Manager** (925) 527-9865 Cindy.Marmolejo@Alliant.com Industry Experience since 2012 With Alliant: 2021	Supports consultants with execution of key deliverables, day-to-day service contact, escalated claim issues, compliance and regulatory guidance.
	Alana Shaw, Account Associate (213) 406-1325 Alana.Shaw@Alliant.com Industry Experience since 2019 With Alliant: 2023	Assists in plan administration including employee communications, document review, billing and claim issues, and is back-up for Account Manager.

Employee Benefits Specialty Resource Team	
Legislative Compliance	
	Andrea Alarcon, J.D., Compliance Consultant Industry Experience since 2010 Provides compliance expertise, helping clients navigate legal and regulatory requirements in benefits administration.
Health & Productivity	
	**Niti Thai, VP, Health & Productivity Consultant** Industry Experience since 2014 Provides strategic guidance on health and productivity programs, focused on improving employee health outcomes.
	**Megan Reisbeck, AVP, Health & Productivity Account Manager** Industry Experience since 2019 Manages the day-to-day execution of health and productivity initiatives, ensuring effective implementation, coordination, and client support.
Employee Benefits Communications	
	**Debbie Rey, AVP, Employee Benefits Communications Consultant** Industry Experience since 2017 Leads the development and delivery of strategic communications to enhance employee understanding and engagement with benefits programs.
	Grace Johnson, AVP, Graphics Communications Specialist Industry Experience since 2019 Designs visually compelling materials that support benefits communication strategies and strengthen employee engagement.
Underwriting	
	Amy Feldberg, VP, Underwriting and Stop Loss Lead Industry Experience since 2008 Specializes in underwriting and stop-loss insurance, ensuring cost-effective risk management solutions.

Actuarial and Data Analytics	
	Doug Levit, FSA, MAAA, FCA, EVP, Director Analytics Industry Experience since 2000 Oversees Alliant's national data warehouse to deliver actionable insights on healthcare trends and outcomes, supporting clients with data-driven plan design and cost containment strategies.
Pharmacy	
	Zachary Peterson, VP, Pharmacy Consultant Industry Experience since 2014 Advises clients on pharmacy benefit design, cost containment, and clinical strategies to improve plan performance and member outcomes.
Voluntary Benefits	
	Kerstin VanZanten, VP, Director, Voluntary Benefits Industry Experience since 2003 Leads voluntary benefits consulting, helping clients develop additional benefits options for employees.
Alliant Medicare Solutions (AMS)	
	**Ed Bennett, VP, President of Marketing & Strategic Development, AMS** Industry Experience since 1987 Manages marketing and strategy for Medicare solutions, providing expert guidance on Medicare-related benefits.

f. Describe the firm's philosophy for servicing an account and commitment to customer service and quality assurance.

At Alliant, every client receives the same high level of service and support—regardless of size. We believe smaller organizations deserve the same strategic guidance and resources as the largest employers. You'll have a dedicated local team with public sector expertise, committed to proactive, hands-on service. Our high-touch model emphasizes responsiveness, tailored strategies, and direct access to senior consultants and specialists. We ensure quality through regular stewardship meetings, detailed workplans, compliance oversight, and proactive renewal planning. Client satisfaction is our key performance measure, evaluated annually through survey feedback.

The City would be treated as a priority client, receiving strategic advice, innovative solutions, and day-to-day support to meet your needs.

Alliant's philosophy for servicing is centered on forming integrated consulting and service teams that prioritize client needs. Alliant will function as a liaison between the City and all insurance carriers and third-party vendors. As part of our proposed services, your Alliant team will:

- Respond to and expedite resolution of all issues regarding contract administration, service provisions, benefits coverage, billing questions, and service delivery in a timely manner. 24-hour (maximum) response time - calls or emails
- Work with insurance carriers, providers, and network administrators to resolve claims disputes, eligibility and billing errors, contract discrepancies, and quality of care

- Ensure that the City receives the highest level of timely and accurate problem-solving satisfaction
- Your dedicated account team is available on demand to help resolve complicated administrative issues. In general, the types of issues escalated to Alliant fall into one of these categories:
  - Carrier/vendor service or contract related
  - Enrollment and claims related
  - Benefits technology related
  - Compliance related
  - Provide Annual Stewardship reports (progress towards set goals and deliverables)

g. Describe your firm's resources or methods to provide education on best practices, trends or hot topics.

At Alliant, we believe that empowering our clients with timely, relevant, and actionable knowledge is essential to navigating the evolving landscape of employee benefits. Our commitment to education is reflected in a robust suite of resources and learning platforms designed to deliver insights on best practices, emerging trends, and compliance hot topics. Whether through interactive webinars, expert-authored publications, or on-demand training tools, Alliant ensures that clients have access to the information they need to make informed decisions and stay ahead in a dynamic marketplace. Below are a variety of resources we can provide to the City, including:

- Webinars: Regular client webinars hosted by specialized service departments, often approved for SHRM and HRCI credits. Topics include strategies for addressing trends and legislation.
- Insights: White papers prepared by Subject Matter Experts (SMEs) that simplify complex issues, enabling clients to make informed decisions about their programs.
- Compliant with Alliant Podcasts: Quick legislative updates and commentary on compliance hot topics, hosted by in-house attorneys and compliance experts.
- HR Workplace Services (HRWS): Access to a library of short videos on key HR topics, including COBRA, leaves, and employment law basics, as well as harassment training specific to state/jurisdiction requirements.
- Knowledge Transfer Processes: Weekly Employee Benefits Blasts, Friday Fast Facts for compliance updates, online learning courses, and internal consultant meetings to share new ideas and client experiences.
- Vendor Summits and Intelligence Teams: Annual vendor summits and intelligence teams that analyze vendor capabilities and provide insights on market developments.
- Public Entity Benchmarking Survey: Alliant conducts targeted industry research, including direct surveys of clients and prospects in key sectors like Public Entities.

Every two years, we administer the California Public Entity Benefits and Perks Survey, covering plan designs, costs, contributions, and other benefit offerings. View the 2025 Executive Summary here.

These resources are designed to ensure clients stay informed and equipped with the latest best practices and trends in employee benefits.

Alliant Employee Benefits: Learning Academy

There is an extraordinary amount of innovation in the employee benefits world, and it is not always possible to cover the variety of trends in the marketplace during our face-to-face meetings. As a result, we have created the Alliant Employee Benefits Learning Academy which consists of virtual or in-person educational events throughout the year to keep our clients informed about marketplace trends and solutions that may be relevant for their employee benefit program. Some topics discussed have been Cost Containment, Digital Health, Navigation & Advocacy, Medicare, Health & Wellness, Modern Maternity Benefits, Eldercare & Childcare, Voluntary Benefits & Financial Wellness, and more. *Recently, members of City HR staff attended our seminar on paid family leave (Alliant Leave Advantage) at the San Diego Zoo.*

h. Describe the organization's legal research capabilities and how you communicate legislative updates to your clients.

Alliant's National Compliance Department

Alliant has a National Compliance Department to support our clients' benefits compliance needs, working both independently and as an integral part of Alliant's dedicated account team for the City. The practice is staffed by experienced attorneys and benefits professionals who exclusively review, research, and help problem-solve the employee benefits compliance needs of our clients.

We monitor compliance regulations at the federal, state, and local levels. Our scope of expertise includes issues related to ERISA, ACA/Health Care Reform, Plan Documents, COBRA, HIPAA, Cafeteria Plans, and Medicare. We remain current with all federal regulatory agencies, including the Internal Revenue Service (IRS), the Department of Labor (DOL), the Department of Health and Human Services (HHS), and the Centers for Medicare and Medicaid Services (CMS).

Andrea Alarcon, J.D., is a member of our National Compliance Department and a member of your Alliant account team. She is an attorney and the City's individual compliance and ERISA consultant. She is available to answer questions and provide general guidance on any regulatory concern specific to your organization.

Please note: This valuable service, available at no cost to the City, is educational and advisory. It does not represent, nor should it be construed as legal counsel or representation for the City.

Specific compliance tools, resources, support, and services Alliant provides to the City include, but are not limited to, the following:

- Conduct an annual compliance readiness audit for the City
- Prepare signature-ready Form 5500s and your Summary Annual Report
- Maintain and update all plan documents to ensure they are accurate, ERISA compliant, properly executed, and support the City's legal obligations as Plan Sponsor
- Provide access to the contents of Alliant's online compliance library of news and research, which we continually update on a topic-by-topic basis
- Provide Alliant's series of Compliance Toolkits. Each toolkit gives the City consolidated guidance, action plans, and forms/templates to fulfill the complex requirements for "major" (and ongoing) compliance subjects such as Healthcare Reform, HIPAA, and ERISA
- Identify all required ACA filings and assist the City with completion
- Provide all required employer/employee compliance notifications (including updates) as required by law for the City to distribute
- Continually identify, research, and communicate changes in compliance laws through our National Compliance Department

Alliant utilizes a wide range of communication formats and media throughout the plan year to keep the City aware and educated regarding the latest, most important compliance developments. We deliver:

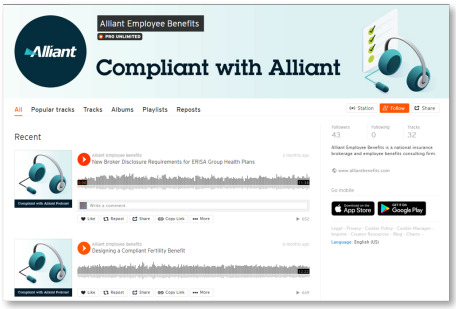
- Weekly newsletters: Friday Fast Facts (on a broad range of group health compliance issues)
- Timely Compliance Alerts on new regulatory requirements
- In-depth analysis of important select topics through:
  - Quarterly client webinars
  - Our "Compliant with Alliant" podcast series
  - White papers and plan modelers

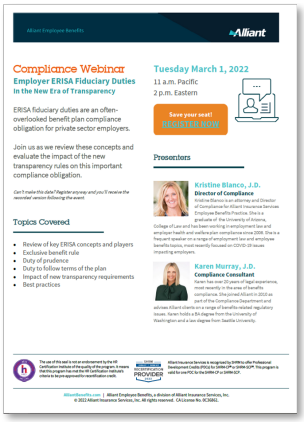
Friday Fast Facts

Transit Benefits Cannot Carryover to a Health FSA

Penalties for ACA Reporting Noncompliance

FAQ of the Week





i. Describe your renewal process and timelines.

The Alliant team will spread the renewal tasks throughout the year so that there should not be much of an additional time commitment on staff, even during the initial renewal period. We guide you appropriately with our knowledge about the various vendors in consideration. We then push the requests out to the markets that could take on and solve your needs in a culturally appropriate way.

Quarter 1
• Evaluate the just completed renewal process • Start planning for next year • Identify off-cycle projects • Create annual work plan and timelines
Quarter 2
• Evaluate progress relative to our three- and five-year strategic planning calendar • Discuss long-term strategic goals relative to strategy • Consider how benefit program is positioned relative to fundamental shifts occurring in the healthcare industry
Quarter 3
Present completed detailed analysis of claims activity on a rolling 12-month basis Request early renewal bids from all incumbent carriers Prepare forecast of premiums and services cost and provide notice of interim changes
Quarter 4
Open enrollment communications and meetings Vendor implementations (if applicable)

Renewal Negotiation

As the state's #1 public sector broker, Alliant brings unmatched leverage and market influence to renewal negotiations. Our service team partners closely with our in-house underwriters to challenge carrier assumptions, analyze experience, and ensure you receive the most competitive terms possible. By combining deep technical analysis with the strength of Alliant's vast book of business, we consistently secure favorable outcomes for our public sector clients. Our approach includes:

- Reviewing carrier renewal calculations for accuracy and fairness
- Issuing an actuarially sound renewal challenge/reprice for vendors to comply with
- Evaluating demographic changes through census analysis and comparing against carrier assumptions
- Leveraging Alliant's extensive public sector market presence to negotiate the lowest possible costs
- Identifying and recommending cost-saving opportunities that preserve benefit integrity
- Marketing lines of coverage to alternative carriers when appropriate to test competitiveness

Vendor Management and Evaluation

We will take full responsibility for vendor management, ensuring that we respond to client requirements and preferences. We manage the entire marketing process for vendors, from pre-qualification to contract negotiation. We evaluate vendors based on various criteria, including:

- Underwriting capabilities
- Account management team
- Plan member support services
- Provider networks
- Financial soundness
- Claim payment procedures

Renewal Process and Issue Resolution

We also manage the renewal process, ensuring a smooth transition and resolving any service issues that may arise. We track vendor performance and engage with them to find a resolution if any problems occur.

j. Describe your firm's capabilities with regard to communication. Include ongoing employee communication/open enrollment and web based communications.

At Alliant, we view communications as one of the most powerful tools to drive employee engagement and maximize the value of your benefits program. **Our dedicated Communications Practice is a true differentiator for our firm.** This in-house team brings expertise in benefits communication, employee engagement strategies, and creative design. They specialize in translating complex benefits information into clear, accessible, and compelling messages that resonate with diverse employee populations.

We offer a robust array of standard employee communications, which includes a full spectrum of digital and print communication resources and a benefit web portal. Some clients want custom communications that reflect their company, culture, and market. Our team has created amazing custom communications for clients in the public sector that include characters or the company's products.

Alliant Standard Communications

- Benefits Brochure: A simple design and standard text that can be customized for various employee groups/locations. This brochure may be distributed as a PDF, posted online, and/or printed and distributed.
- Postcards: For companies that want to send out announcements ahead of Open Enrollment, we develop postcards that coordinate with the look of the Benefits Summary, professionally printed and mailed to employees' homes.
- Posters: Worksite posters are an effective way to remind employees about Open Enrollment dates, action steps, and to round out your campaign.

- Open Enrollment Email Announcements: We prepare a series of emails leading up to Open Enrollment, communicating benefit changes, employee action steps, meeting schedules, and anything else that employees need to know to successfully complete enrollment.
- Open Enrollment Presentation: For your Open Enrollment meetings, we prepare an engaging presentation summarizing the benefit changes for the coming year and highlighting any benefits that you want employees to focus on. If you would like to record your presentation, we use the Brainshark platform that enables either your Alliant team, one of your Benefits/HR staff, or a professional voiceover artist to bring your presentation to life. Employees can access the presentation from any computer or mobile device, regardless of platform. The recording also allows the viewer to jump to sections of interest.
- MyBenefits.Life: MyBenefits.Life® (MBL) is a web portal (mobile optimized) that gives employees and their dependents 24/7 access to all their benefits information. MBL makes communicating benefits information easy, with benefit plan information, open enrollment details, tips for new hires, perks, time off, and more. Visit the link here to view a sample MBL demo: https://demo.mybenefits.life/

Besides the core open enrollment resources, Alliant can provide supplemental communications to help your employees engage with their benefits program year-round. These include materials from our extensive library and tools from strategic vendor partners (i.e. print vendors, Brainshark, and more).

- New Hire/Recruiting Summary
- Postcards/Mailers
- Posters/Digital Signage
- High-Deductible Health Plan (HSA Educational Campaign)
- Prescription Drug Education
- Condition Management

- Health Fair Materials
- FSA Reminders
- Enrollment Announcement Landing Pages
- Decision Support Tools
- Total Rewards Statements

View Sample Custom Communications here: https://alliantbenefits.cld.bz/RFPExhibit-AlliantSampleCustomCommunications/4/

View Sample Custom Benefits Portal here: https://benefits.proofpoint.com/

k. Describe the resources and tools available for benchmarking.

Alliant uses benchmarking data from multiple data sources to enhance the range, accuracy, and quantity of data and the statistical validity of study results—not only within your industry, but from other industries that compete for the same talent pool. Our data sources relevant to the City include:

- Alliant Bi-Annual Public Sector Benchmark Survey: Alliant conducts targeted industry research, including direct surveys of clients and prospects in key sectors like Public Entities. Every two years, we administer the California Public Entity Benefits and Perks Survey, covering plan designs, costs, contributions, and other benefit offerings. View the 2025 Executive Summary here: https://eb.alliant.com/2025-alliant-ca-public-entity-benefits-benchmarking-summary.html
- Alliant's Proprietary Book Of Business Benchmarking Tool: Alliant has heavily invested in our own proprietary benchmarking tool which allows us to generate highly comparative data from our extensive client base.
- Alliant's Agency Management System: Using our agency management system, we can prepare specific Business Intelligence Reports based on the system's full inventory of tens of thousands of accounts outside of Alliant.
- National Health Benefits Surveys From Industry-Leading Organizations: For example, the American Business Counsel, the National Business Group on Health, the Integrated

Benefits Institute, and other industry sources such as MetLife, the Kaiser Family Foundation, and Mercer.

- Carrier-Based Studies Available To Alliant: We share relevant studies with clients.
- Targeted Industry Research Conducted By Alliant: We directly survey clients and prospects from industries well-represented within our client base.

We use benchmarking to help you meet your recruitment, retention, and business goals. Upon becoming an Alliant client, we conduct a gap analysis to review and identify:

- Areas out of compliance
- Competitiveness with local market/industry
- Benefits design to deliver maximum value to employees
- Alignment with your philosophy as a municipal employer

At every renewal we review benefits against the changing local market using up-to-date data from multiple sources including local broker surveys and/or books of business, Alliant clients of similar size/industry, and external purchased reports and resources. Based on the results, we make recommendations to keep your benefits current and competitive.

Visit the link here for a sample benchmarking report: https://eb.alliant.com/alliant-health-welfare-benchmarking-report/full-view.html

l. What resources and tools do you offer clients around wellness initiatives?

Alliant provides a comprehensive suite of wellness consulting resources and tools designed to enhance employee health, boost productivity, and reduce healthcare costs. Our approach is grounded in data, customization, and practical execution, ensuring that your wellness strategy aligns with both your workforce's needs and your organization's broader objectives.

Strategic Wellness Consulting

Our dedicated Health and Productivity Consultant leads the development and execution of the wellness strategy. This expert works closely with your team to:

- Develop and evolve a multi-year wellness roadmap tailored to your organizational footprint
- Integrate wellness initiatives with your broader benefits and population health strategy
- Focus on high-impact areas such as chronic condition management, behavioral health, and productivity enhancement
- Collaborate with HR, leadership, and vendor partners to implement sustainable and measurable wellness programs
- Plan, Coordinate, & Execute Wellness Expos

This role is not just advisory, the consultant actively manages performance, evaluates results, and adapts the strategy based on real-time insights.

Data-Driven Wellness Optimization

In partnership with our Data Analytics Team, we continuously evaluate claims trends, risk stratification, and high-cost drivers. This enables targeted intervention strategies to address preventable health risks and improve employee outcomes. Based on this analysis, we may recommend solutions such as:

- Partnering with third-party vendors to manage specific high-cost populations
- Deploying care navigation or chronic disease management programs
- Enhancing onsite or virtual wellness offerings based on identified workforce needs

Assessment Tools

To ensure that your wellness strategy is both relevant and effective, we use proprietary diagnostic tools, including:

- Alliant Employer Readiness Assessment (AREA): A consultative tool that evaluates your organization's current state across the five drivers of well-being, Physical Health, Emotional Wellness, Financial Security, Job Satisfaction, and Social Connectedness, to identify opportunities for meaningful impact.
- PlanIQ™: A sophisticated population health platform powered by Johns Hopkins ACG® methodology and Alliant's proprietary Health Score. It incorporates claims data, Social Determinants of Health (SDOH), and Geographic Risk Indicators to uncover high-risk segments and optimize intervention strategies.

These tools guide the development of your wellness roadmap, allowing for precise alignment of vendors, communication strategies, and employee engagement activities.

Carrier Wellness Funds

Alliant has extensive experience in negotiating and leveraging carrier wellness funds to support and expand client wellness programs. We collaborate directly with health plan providers to secure dedicated wellness budgets, which have been used to fund a broad range of initiatives, including biometric screenings, health risk assessments, reward-based participation incentives, outreach and coaching for high-risk participants, and the development of customized employee communications and wellness microsites.

Over time, these negotiated wellness funds have enabled clients to significantly increase employee engagement and participation in wellness activities, launch branded wellness initiatives, and implement pilot incentive programs with direct financial rewards for employees. Alliant continues to work with carriers and wellness vendors to fine-tune program designs and

maximize the impact of available wellness funding, ensuring measurable improvements in employee health and cost containment.

Custom Wellness Roadmap & Scalable Engagement

Based on assessment outcomes and organizational goals, our Health & Productivity team creates a tailored roadmap outlining strategic focus areas, recommended wellness initiatives and vendors, expected health and financial outcomes, and associated costs. This enables you to determine your desired level of engagement, from foundational support to fully integrated population health management, with complete transparency regarding resources and investment.

Example: Increasing Employee Engagement in Wellness Program

- Challenge: A client approached Alliant with concerns about low engagement in their existing wellness program, despite offering a wide array of resources. Through a comprehensive survey, health risk assessments, and biometric data analysis, Alliant identified that the program was not aligned with the actual needs of employees and their families. The primary issues uncovered were personal stress, family relationships, and financial challenges.
- Solution: Alliant responded by recommending enhancements to the Employee Assistance Program (EAP), including more face-to-face visits and the addition of a crisis intervention component to help managers recognize signs of stress and depression. The wellness program was further expanded to address financial wellbeing, introducing services such as student loan refinancing, debt consolidation, and preferred banking relationships. Health seminars on topics like understanding credit scores and managing impulsive stress shopping were also implemented to help employees address financial stressors.
- Outcome: As a result of these targeted changes, employee engagement in the wellness program increased significantly, rising from 21% to 40% within one year. The client's executives recognized the program redesign as a tremendous success, highlighting the value of aligning wellness initiatives with the specific needs of the workforce.

FEE INFORMATION

a. Describe your method of compensation for your services. Discuss how your method of compensation will be transparent and reported to our team. Does your company accept any carrier "overrides"? If on a commission basis, would your company be taking any form of compensation beyond the commission built into our premium rates? If selected, what are your methods of disclosing compensation to the City and the frequency of that disclosure?

Alliant offers a flexible compensation structure that promotes transparency through clearly disclosed fees with no hidden costs. Our compensation can be structured in several ways, depending on your preferences:

- Carrier commissions
- Fixed fees
- Hybrid models (commissions + fees)

We steer clear of billing practices based on time and expenses or hourly rates. Our all-inclusive pricing model supports a comprehensive consulting approach that ensures our focus remains on delivering the best service to you without time restrictions. We do not charge hourly fees. Any specialty service fees are disclosed in advance for mutual agreement.

Alliant proposes compensation of an annual fee of $145,000. Please see *Exhibit 5* for our proposed Scope of Services.

Compensation Disclosure Practices

Alliant tracks and reports all consulting compensation through our Compensation Disclosure Agreement, which is provided annually or upon request.

We comply with all applicable insurance regulations and maintain a strict conflict-of-interest policy. We do not accept carrier overrides, broker incentives, or bonuses that could compromise client interests.

Alliant does not participate in "pay-for-play" arrangements or national vendor agreements involving compensation for bid list inclusion or vendor vetting. For many clients, we are compensated solely through direct fees, with no commissions retained from benefit vendors. In some cases, Alliant may receive indirect compensation, including contingent commissions from carriers. These commissions are determined solely by the carrier based on factors such as plan volume and retention rates, and do not impact your premium rates. Contingent commissions are used to support proprietary programs that enhance plan performance and improve the employee experience.

Clients can opt out of supplemental compensation by choosing a direct fee-based compensation arrangement, where Alliant is only compensated through direct fees and does not retain any commissions or supplemental compensation from benefit vendors.

All compensation, including any contingent or bonus income, is disclosed to the City annually and made available upon request. Alliant ensures full transparency by tracking and documenting all compensation received, and we provide complete documentation of commissions from insurers without reservation.

Alliant Service Guarantee

Alliant is confident that we will be able to exceed your service expectations and provide best-in-class consulting. To illustrate our commitment to quality service, Alliant is willing to place **10%** of our annual consulting fee at risk. At any time, the City can invoke the terms of the guarantee. All categories are based solely on HR's satisfaction. Listed below are the categories of the Service Guarantee:

- Execution of Scope of Work (5%): Satisfaction with deliverables in the Scope of Work
- Service & Support (5%): Service & Support to the City's Benefits Team with decision making tools, attendance at meetings, and assistance for any implementation

CONTRACT

Before the City executes a contract resulting from this RFP, the selected firm shall furnish the City certificates evidencing insurance, as required by the City of Escondido. The city shall be named as additional insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

The City's standard Consulting Agreement is attached to this RFP as Exhibit 1. The successful consultant's proposal submitted in response to this RFP may become part of the resulting Consulting Agreement (Exhibit 1). Any proposed waiver, or change to the resulting Consulting Agreement (Exhibit 1) must be clearly identified in Prospective consultant's proposal. All contracts, and any addenda thereto, shall be subject to the City's sole discretion and approval. The requirements and service standards of this RFP and the responses of the successful consultant will be incorporated by reference into the resulting agreement regarding the Project. The successful consultant shall enter into a contract within 20 calendar days of the City's notice of award in substantially the same form as the Agreement (Exhibit 1).

Alliant acknowledges and agrees to comply with the City of Escondido's insurance requirements as outlined in the RFP. Prior to execution of the contract, we will furnish the City with valid Certificates of Insurance evidencing coverage as required, and will name the City of Escondido as an additional insured. These certificates will be accompanied by the applicable endorsements for each specific insurance policy.

We have reviewed the City's standard Consulting Agreement and understand that our submitted proposal may become part of the resulting agreement. Please see *Exhibit 3* for our proposed changes to the Consulting Agreement. These changes are clearly identified and intended to support a mutually beneficial working relationship.

Alliant agrees to enter into a contract within 20 calendar days of the City's notice of award, in substantially the same form as the Agreement, subject to the City's review and approval of the proposed modifications.

We further acknowledge that all contracts and any addenda thereto are subject to the City's sole discretion and approval, and that the requirements and service standards outlined in the RFP, along with our proposal, will be incorporated by reference into the final agreement.

Alliant Insurance Services, Inc. (Alliant)

Exhibit 1

5. Applicable Laws. The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation related to the contract or this RFP shall be brought in the State of California, with a venue of the San Diego Superior Courts. The firm awarded the contract shall comply with all applicable Federal, State, and local laws and regulations.

6. Nonconforming Terms and Conditions. Any proposal that includes terms and conditions that do not conform to the terms and conditions of this RFP is subject to rejection as non-responsive. The City reserves the right to permit the respondent to withdraw non-conforming terms and conditions from its proposal prior to action by the City Council of the City of Escondido to award a contract.

7. Late Submissions: Any proposal received after the date and time specified for receipt shall not be accepted or considered.

8. Independent Contractor Status. The respondent agrees, if selected, that he or she shall perform the services as independent contractor(s) and not employee(s) of the City of Escondido. The City shall not be considered the employer of respondent. The respondent understands, if selected, the respondent shall have the sole responsibility for deciding the manner and means of providing the services, except as outlined in the final contract and its attachments or exhibits.

9. Indemnification. The respondent agrees, if selected, to indemnify and hold harmless the City and all its officers and employees from any and all liability, claims, costs, including reasonable attorney's fees, demands, damages, expenses, and causes of action as outlined in the contract.

10. Examination of Solicitation. The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of the City's knowledge, the information provided is accurate. However, the City does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that he or she has thoroughly examined and become familiar with work required in the solicitation and is capable of performing quality work and to achieve the objectives of the City of Escondido.

XII. GENERAL CONDITIONS

PLEASE READ CAREFULLY. THE FOLLOWING GENERAL TERMS AND CONDITIONS ARE A PART OF ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP AND THE RESULTING CONTRACT.

This RFP as advertised, the specification requirements detailed in this RFP (including the following General Provisions), and documents on file with the City pertaining to the Project are subject to all provisions of the Ordinances of the City of Escondido. Each prospective consultant submitting a response to this RFP warrants that the submitted proposal is genuine

and non-collusive, or made in the interest of any person, firm, or corporation. A non-collusion declaration shall be properly completed and returned with the proposal documents.

In submitting a proposal in response to this RFP, each prospective consultant agrees to the following general terms and conditions:

1. Public Information: The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal in response to this RFP indicates the prospective consultant's acceptance of all terms and conditions contained in this RFP, including all exhibits and attachments hereto, unless clearly and specifically stated otherwise.

2. Confidential Information: Any information deemed confidential or proprietary should be clearly identified by the prospective consultant as such. Information identified as confidential or proprietary will be protected and treated with confidentiality to the extent permitted by applicable local, state, and federal law.

3. Addendums: The City reserves the right to amend, alter, or revoke this RFP at any time. Any modifications, clarification, or additions will be distributed via email as an addendum.

4. Proposal Preparation Cost: The City is not obligated to reimburse any prospective consultant for expenses incurred in preparing proposals in response to this RFP. All Prospective consultants shall bear their own costs, fees, and expenses incurred in preparing proposals in response to this RFP.

5. Withdrawal of Proposal: A prospective consultant may modify or withdraw their proposal, either personally or by written request via email, at any time prior to the Submission Deadline. Such requests should be directed to the City's Project Manager.

6. Inaccuracies or Misinterpretations: Subject to the City's sole discretion, the City may terminate a prospective consultant from the RFP process or terminate any agreement with the Prospective consultant if the City determines that said Prospective consultant has: (i) made a material misstatement, (ii) made a material misrepresentation, or (iii) provided materially inaccurate information.

7. Optional Items: Prospective consultants may elect to provide recommendations and pricing for optional items. Pricing for optional items shall not be included in the minimum requirements pricing.

8. Business License: The successful consultant shall be required to obtain a City of Escondido Business License pursuant to the terms of Exhibit 1.

9. Signature: All proposals shall be signed in the name of the prospective consultant and shall bear the original signature in longhand of the persons duly authorized to sign the proposal. Obligations assumed by such signature shall be fulfilled.

10. Right to Reject Proposal: The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The City is not obligated to explain or justify its selection or rejection of

any Prospective consultant. All proposals submitted in response to this RFP shall immediately become property of the City.

11. Right to Conduct Personal Interviews: The City reserves the right to conduct personal interviews or require oral presentations of any or all prospective consultants prior to selection.

12. Right to Request Additional Information: Prospective consultants shall furnish additional information as the City may reasonably require. The City reserves the right to investigate the qualifications of prospective consultants as it deems appropriate.

13. Right to Determine Financial Responsibility and Viability: The City reserves the right to request information pertaining to the financial stability of a prospective consultant to allow an appraisal of a prospective consultant's current financial condition.

14. Understanding the Services to be Performed: By submitting a proposal in response to this RFP, each prospective consultant certifies that they have fully read and understand this RFP and have full knowledge of the scope, nature, quantity, and quality of services to be performed. Each prospective consultant understands that, if successful, they will be required to enter into a written contract in substantially the same form as Exhibit 1.

15. Award of Contract: Proposals submitted in response to this RFP will be analyzed and the contract awarded to the responsible prospective consultant whose proposal conforms to this RFP and is considered to be the most advantageous to the City, taking into consideration not just the proposal price, but also the evaluation criteria set forth in this RFP. If the prospective consultant does not execute a contract in substantially the same form as Exhibit 1 within 20 days after notification of award, the City may, subject to its sole discretion, (i) give notice to the Prospective consultant of the City's intent to select from the remaining Prospective consultants or (ii) issue a new RFP for the services.

16. Contract Funding: The City's funding of any agreement resulting from this RFP shall be on a fiscal year basis and is subject to annual appropriations. Prospective consultant acknowledges that the City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this RFP shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for any agreement resulting from this RFP. Accordingly, prospective consultants acknowledge and agree that the funding for any agreement resulting from this RFP shall be contingent upon appropriation of funds.

17. City Provisions to Prevail: The terms of this RFP and the terms of any agreement resulting from this RFP shall govern the services. Any standard terms and conditions of the successful consultant shall not be acceptable to the City unless expressly agreed to by the City by separate document. The City reserves the right to reject a proposal containing unacceptable conditions as non-responsive as a condition of evaluation or award of the proposal.

18. Equal Employment Opportunity: The consultant awarded the project shall comply with all equal employment opportunity provisions of federal, state, and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the consultant and be in effect during the performance of any agreement resulting from this RFP.

19. Consulting Agreement: Consultants submitting a proposal in response to this RFP shall be prepared to use the City's standard contract form (Exhibit 1) rather than its own contract form. Services may not commence until Agreement for services is executed.

20. Prospective Consultant's Invoices: Invoices shall be prepared and submitted to the City of Escondido. Invoices shall be submitted on a monthly basis and contain the following information: Invoices should include all applicable sales or other taxes, and shall be remitted to appropriate agencies on the City's behalf. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

21. Payment Terms: The City's payment terms are Net 30 days from date of invoice. No pre-payment or partial up front down payment will be made for any services or equipment. The time period allowed for payment, as indicated on the face hereof or offered by quote, bid, or proposal shall commence upon receipt of Prospective consultant's invoice or upon receipt of the goods or services, whichever is later.

22. Insurance Requirements: The successful consultant must have insurance in accordance with the requirements listed in Exhibit 1.

23. Public Agency Clause: It is intended that other public agencies (e.g., city districts, public authorities, municipal utilities, public school districts and other political subdivisions or public corporations of California) shall have the option to participate in any award made as a result of this solicitation. The City shall incur no financial responsibility for their order placement and payments to the successful consultant. This option shall not be considered in proposal evaluation. State whether said option is granted:

_X_	_____
YES	NO

Alliant Insurance Services, Inc. (Alliant)

Exhibit 2

NONCOLLUSION DECLARATION

TO BE EXECUTED BY PROSPECTIVE CONSULTANT AND SUBMITTED WITH PROPOSAL

The undersigned declares:

The foregoing proposal submitted in response to the City of Escondido's Request for Proposals No. 25-18 is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The prospective consultant has not directly or indirectly induced or solicited any other prospective consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any prospective consultant or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The prospective consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the prospective consultant or any other prospective consultant, or to fix any overhead, profit, or cost element of proposal price, or of that of any other prospective consultant. All statements contained in the proposal are true. The prospective consultant has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Each individual executing this declaration on behalf of a prospective consultant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the prospective consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on September 15, 2025 .
Date

Digitally signed by Tom Quirk
Date: 2025.09.12 08:12:06 -07'00'

Signature

Title First Vice President, Benefits Consultant

Of Alliant Insurance Services, Inc.

Digitally signed by Stephen Menzia
Date: 2025.09.12 08:13:20 -07'00'

Signature

Title Assistant Vice President, Consultant

Of Alliant Insurance Services, Inc.

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

By: _____

Alliant Insurance Services, Inc. (Alliant)

Exhibit 3

Alliant Insurance Services Inc.

September 15, 2025
Alliant Redlines and Exceptions Summary
City of Escondido
RFP No. 25-18: EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

Document: CONSULTING AGREEMENT	
Section Name and/or Page #	**Redline/Exception/Comment**
4. Personnel.	The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment " attached to this B" Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent provided such consent is deemed given with respect to those persons or subcontractors listed in the Attachment B.
6. City Property.	All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement specifically for the City, immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent; provided however, City acknowledges that CONSULTANT, in performing the Services, may use patented and copyrighted materials, trade secrets, proprietary data, know-how, ideas, concepts, methodologies, practices, processes, procedures, techniques and written materials of CONSULTANT that existed prior to the commencement of the Services, and City agrees that CONSULTANT shall retain all right, title and interest in and to such items; provided, however, that CONSULTANT hereby grants City a non-exclusive, non-assignable, perpetual, royalty-free license to use such items that are embedded in the work product and are required for City's own internal use of the work product.
7. Insurance Requirements.	a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

Alliant Insurance Services Inc.

(1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 or comparable covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than $2,000,000 per occurrence and $4,000,000 general aggregate.

(2) *Automobile Liability*. ISO Form CA 00 01 or comparable covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

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

(4) Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than $2,000,000 per ~~occurrence or~~ claim and $2,000,000 aggregate.

(5) ~~If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.~~

7. Insurance Requirements.

b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

(1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.

(2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

(3) *Primary Coverage.* Except for Professional Liability, CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents,

employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

(4) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

(5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(6) *Waiver of Subrogation*. Except of Professional Liability, CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.

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

(8) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the CITY.

7. Insurance Requirements.

c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all

requirements under this Agreement. Upon request, ~~T~~the CITY reserves the right to require certificate of insurance. ~~complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.~~

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

[Please use this subsection (and delete subsections b and c, below) if this is a NON- CONSTRUCTION contract and is not regarding a DESIGN PROFESSIONAL (see subsection c for types of DESIGN PROFESSIONALS)] CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind) brought by a third party including third party, suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and reasonable attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature ~~caused by, arising out of, or in connection with~~to the extent resulting from CONSULTANT's negligent performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the ~~sole~~ negligence or willful misconduct of the CITY.

Alliant Insurance Services, Inc. (Alliant)

Exhibit 4

Meet your Executive & Advisory Team

Employee Benefits

Paul LaBounty
Executive Vice President

(619) 849-3878
plabounty@alliant.com
San Diego Office

Responsibilities

As Executive Vice President, Paul is responsible for ensuring client satisfaction as well as overall achievement of benefit program goals and financial objectives. Paul will lead the client service team in providing strategic direction and executing on the tactical deliverables.

Achievements & Experience

Paul has been in the Benefits industry since 1986 and with Alliant since 1997. Paul has worked extensively with private and public entity clients and provides health and welfare plan consulting for employers of all sizes in government and private sector. Prior to Alliant, Paul worked as Group Manager in the San Diego Large Group Blue Cross office for 9 years.

Paul has a B.A. in Public Administration from San Diego State University and his Certified Employee Benefits Specialist (CEBS) designation from the Wharton School of Business at University of Pennsylvania. Paul currently serves as Chair of the ARC of San Diego Foundation Board.

Tom Quirk

First Vice President, Producer

(949) 660-5952
Tom.Quirk@alliant.com
Irvine Office

Responsibilities

As First Vice President, Producer, Tom is responsible for ensuring client satisfaction as well as overall achievement of benefit program goals and financial objectives. Tom will lead the client service team in providing strategic direction and executing on the tactical deliverables.

Achievements & Experience

Tom has more than 25 years of group insurance experience. He spent 13 years in a variety of sales and account management roles for Cigna and has a keen understanding of carrier underwriting models, service capabilities, and alternative funding. Prior to joining Alliant, he spent 4 years as Sales Vice President of Aetna's Public & Labor Segment for the West.

Tom is a member of the Orange County Employee Benefits Council, and he regularly attends public sector conferences such as SALGBA and CALPELRA. Tom has been with Alliant since 2015.

Employee Benefits

Stephen Menzia

AVP, Producer

(949) 660-8191
Stephen.Menzia@alliant.com
Irvine Office

Responsibilities

As AVP, Producer, Stephen is responsible for ensuring client satisfaction as well as overall achievement of benefit program goals and financial objectives. Stephen will lead the client service team in providing strategic direction and executing on the tactical deliverables.

Achievements & Experience

Stephen has been in the Benefits industry since 2020 and with Alliant since 2025. He graduated from Georgetown University with a B.S. in finance and management. His previous work experience includes working at Symetra Financial as a regional group manager.

Meet your Core Service Team

Employee Benefits

Heather Williams

Vice President, Account Executive

(949) 660-5945
Heather.Williams@alliant.com
Irvine Office

Responsibilities

As Account Executive, Heather is responsible for collaborating with the Producer(s) on the development and execution of client centered strategies. Heather directs a multi-disciplined service team requesting assistance from specialty resources, such as a Compliance, Communications or Health & Productivity Consultant, when necessary.

Heather has the ultimate responsibility of establishing a multi-year strategic plan for clients, which includes maintaining/driving a client calendar, ensuring compliance of the benefit plan, managing financials, negotiations, presenting renewals and suggested alternatives to Executives, Boards or Committees, as well as strategically guiding clients through the decision-making process. Heather will also maintain ownership of all client deliverables as well as lead the service team in the implementation and execution of a strategic plan, renewal or marketing. In addition, she manages vendor relationships, implementations, and open enrollment.

Achievements & Experience

Heather has been in the Benefits industry since 1997and with Alliant since 2020. She graduated with a B.S. in Business Management. Her previous work experience includes 6 years of working for Brown & Brown, OneDigital Health & Benefits, Sullivan, Curtis and Monroe as a large group consultant. Prior to that, Heather worked as a Business Development Manager for a Third-Party Administrator with self-funded employer groups. She also spent 4 years as a Human Resources Generalist/Benefit Manager. Heather joined Alliant in 2019.

Employee Benefits

Cindy Marmolejo

Account Manager

(949) 527-9865
Cindy.Marmolejo@alliant.com
Irvine Office

Responsibilities

As Account Manager, Cindy is responsible for assisting the Account Executive with the development and execution of client centered strategies. She ensures key deliverables are carried out including managing vendor relationships, renewals, implementations, and open enrollment.

In addition, Cindy can be seen as the day-to-day contact for clients responding to any inquiries including benefit and claim questions/issues.

Achievements & Experience

Cindy has been in the industry since 2012 and with Alliant since 2021. She began her career in Human Resources, working for a Manufacturing company and Costco. Her knowledge in the industry allows me to facilitate open enrollment and educational opportunities for employees and employers, providing superior customer service.

Employee Benefits

Alana Shaw

Account Associate I

(213) 406-1325
Alana.Shaw@alliant.com
Irvine Office

Responsibilities

As Account Associate, Alana is responsible for supporting the service team with the administration and servicing of clients. Alana assists with filing Form 5500s, planning health fairs, coordinating open enrollment and conducting meetings, supporting implementations, developing benefit communication pieces, as well as reviewing plan documents and summaries to identify errors and ensure appropriate corrections as made.

Alana is the day-to-day contact for clients responding to any inquiries. Alana assists in investigating any service, billing, or claims issues and facilitates claims resolution with client, employees, and carriers. In addition, Alana meets with clients to discuss administration and billing procedures.

Achievements & Experience

Alana has been in the Benefits industry since 2019 and with Alliant since 2023. She graduated from Polytechnic State University, Pomona with a Bachelor's Degree in English Literature. Her previous work experience includes working as an Associate Marketing Coordinator at Eitan Medical, Financial Analyst and Coordinator at Seaside Dining Group, Inc., Media Manager at Embee Power, and an Account Manager at Twentytwenty Insurance.

Meet Your Employee Benefits Specialty Resource Team

Employee Benefits

Andrea Alarcon, J.D.

Compliance Consultant

(916) 643-2791
Andrea.alarcon@alliant.com
Irvine Office

Responsibilities

Andrea addresses client's daily compliance questions, provides written updates and training on legislative and regulatory activity impacting employee benefit plans, and provides recommendations on a variety of health and welfare benefit plan design, administration, and related tax issues. Areas of expertise includes, Affordable Care Act (health care reform), ERISA, COBRA, HIPAA, Cafeteria Plans, Flexible Spending Accounts, Health Savings Accounts, Mental Health Parity, and Domestic Partner Benefit.

Achievements & Experience

Andrea is a CA licensed attorney with experience advising clients on their employee group health and welfare plans since 2010. She joined Alliant in 2022. She is a graduate of the University of California, UCLA School of Law and Stanford University.

Employee Benefits

Niti Thai

Vice President, Health and Productivity Consultant

(949) 660-8123
Niti.Thai@alliant.com
Irvine Office

Responsibilities

Niti is responsible for researching, developing and recommending strategies and initiatives that would best enhance clients' health and productivity. She works closely with the service team in assisting their clients in the design, development and delivery of the most appropriate health and productivity initiatives and programs. She assists clients in identifying opportunities and then strategizing solutions for improved health and productivity within the workforce. She works to utilize Alliant's current wellness resources, as well as help expand the tools and resources necessary to support the Alliant client. She keeps abreast of industry best practices, vendor technology and program communications.

Achievements & Experience

Niti has been in the benefits industry since 2011 and with Alliant since 2016. Niti has years of experience in the corporate wellness field. She is experienced in a range of wellness programs as she has worked both for direct clients, vendors as well as brokers. Prior to joining Alliant Insurance Services, Inc., she worked at Johnson & Johnson, Northrop Grumman and other insurance brokerage firms in the orange county area.

Niti has a Bachelor's degree in Kinesiology: Exercise Science from California State University, San Bernardino and a Master's Degree in Health Promotion from California University of Pennsylvania. Currently she is pursuing her PhD in Public Health with a concentration on childhood obesity.

Employee Benefits

Megan Reisbeck

AVP, Health and Productivity Account Manager

(949) 527-9868
Megan. Reisbeck@alliant.com
Irvine Office

Responsibilities

Megan is a Health & Productivity Specialist who partners with corporations' HR and executive teams to grow their health and well-being programs, human-to-human. After spending four years studying the intricacies of health and human sciences, Megan knows what truly drives behavior change, wellness program success, and VOI—and it's not implementing the wellness vendor flavor of the week. It's accomplished by a shift in company culture—one that emphasizes the health of the organization

Achievements & Experience

Megan has been in the industry since joining Alliant in 2019. Megan has demonstrated experience in the corporate wellness industry. She currently specializes in wellness program strategy, promotion, and success, in addition to vendor relations and supporting the work of her team members. Her collaborative articles have been featured nationally by Alliant Insurance Services. In addition to her health and productivity experience, Megan continues her education in the public health and wellness fields.

Megan holds a B.S. in Health & Human Sciences from Loyola Marymount University.

Employee Benefits

Debbie Rey

Assistant Vice President, Communications Consultant

(949) 260-5065
Debbie.Rey@alliant.com
Irvine Office

Responsibilities

Debbie will work in crafting and executing a strategy for all your communication campaigns. Debbie began her career with Alliant as an Account Associate and as such became very familiar with the types of communications that make the most impact with employees/retirees as it relates to recruitment, new hire on-boarding, open enrollment, and year-round communications. Debbie's extensive knowledge of Alliant's communication systems will ensure you have materials to match your company's brand and culture.

Achievements & Experience

Debbie has been in the benefits industry since 2017 when she joined Alliant. She has her bachelor's degree in Communications from California State University, Fullerton.

Employee Benefits

Grace Johnson

Graphics Communications Specialist

(949) 527-9873
Grace.johnson@alliant.com
Irvine Office

Responsibilities

Grace effectively leads projects from concept to completion ensuring timely completion and meeting project deadlines within established constraints, such as time, cost and quality standards. She creates high-end collateral and takes responsibility for designing, producing and managing the creation of presentations, brochures, advertisements, announcements, logos, newsletters, flyers, invitations, and digital media communications. She will participate and contribute to forward-thinking design idea solutions during project duration.

Achievements & Experience

Grace has been in the benefits industry since joining Alliant in 2019. She has her bachelor's degree in Communications from Vanguard University.

Employee Benefits

Amy Feldberg

Vice President, Underwriting and Stop Loss Lead

(949) 660-5977
AFeldberg@alliant.com
Irvine Office

Responsibilities

Amy works directly with clients to provide financial analysis in the form of underwriting, forecasting, plan modeling and Stop Loss negotiation and risk transfer analysis. She will support the service team in identifying cost drivers and opportunities, work with client's finance team to understand trends and set appropriate budgets as well as lead the underwriting process for the renewal. If TPA and Network changes are being considered, Amy evaluates network discount differentials to help assess the impact of moving from one network to another on overall cost to the plan.

Achievements & Experience

Amy has been in the industry since 2008 and with Alliant since 2011. She started her career in Human Resources/Benefits as a Technical Analyst. Her responsibilities also included working with consultants in marketing health care plans and preparing marketing presentations, analyzing renewal rates, recommending more cost-effective plans and assisting with claim issues.

Amy received her bachelor's degree in Business Administration from the University of San Diego and her Master's in Business Administration from San Diego State University.

Doug Levit

Executive Vice President, Director Analytics

(678) 867-6125
dlevit@alliant.com
Georgia

Responsibilities

Doug Levit leads the National Employee Benefits Analytics practice for Alliant Insurance Services. Doug's primary responsibilities include both providing a range of actuarial services to his clients as well as management of Alliant's national data warehouse used to provide detailed reporting including trends, cost drivers, and clinical adherence.

Achievements & Experience

Doug is a graduate of Northwestern University and holds a B.S. in Math and Economics and is a Fellow of the Society of Actuaries as well as a Member of the American Academy of Actuaries. Doug has been with Alliant since 2005.

Employee Benefits

Zachary Petersen

Vice President, Pharmacy Consultant

(678) 287-5033
Zachary.Petersen@alliant.com
Georgia Office

Responsibilities

Zachary Petersen serves as a Pharmacy Consultant with Alliant's National Employee Benefits Pharmacy Consulting Practice and has been with Alliant since 2016. His focus is on the efficient delivery of prescription drug benefit programs for his clients. His expertise in contractual optimization, financial modelling, and plan benefit designs ensures thoughtful and prevalent recommendations in the fast paced ever evolving pharmacy benefit management landscape.

Achievements & Experience

Prior to joining Alliant, Zach spent 11 years in the PBM marketplace both on the consulting side with Segal Consulting and on the vendor account management side with Catamaran Rx/Optum Rx. Having worked in multiple disciplines of the pharmacy landscape has given Zach a unique ability to diagnose overall trends in the market and help create solutions to fit clients' needs. He holds a Bachelor's of Interdisciplinary Studies with concentrations in Economics and General Business/Statistics from Arizona State University.

Employee Benefits

Kerstin VanZanten

Vice President, Voluntary Benefits Consultant

(949) 527-9711
Kerstin.VanZanten@alliant.com
Irvine Office

Responsibilities

As Vice President, Producer, Kerstin is responsible for ensuring client satisfaction as well as overall achievement of benefit program goals and financial objectives. Kerstin will lead the client service team in providing strategic direction and executing on the tactical deliverables.

Achievements & Experience

Kerstin has been in the Benefits industry since 2003 and with Alliant since 2022. She graduated from Concordia University with a Bachelor's Degree in Communications. Her previous work experience includes Vice President of Marketing at EOI Service Company, Territory Vice President at Transamerica Employee Benefits, and Business Development Executive at Aflac.

Ed Bennett

Vice President of Marketing and Strategic Development, Alliant Medicare Solutions

(402) 364-0600
Edward.Bennett@Alliant.com
Denver Office

Responsibilities

As Vice President of Marketing and Strategic Development, Ed leads Alliant Medicare Solutions, providing employers with a comprehensive risk mitigation strategy for healthcare costs and Medicare compliance. His team educates and supports HR professionals, ensuring seamless coordination between employer benefits and Medicare, ultimately reducing healthcare expenditures and organizational risk. Additionally, Alliant Individual Health Solutions helps individuals under 65 explore ACA marketplace alternatives.

Achievements & Experience

Ed has been in the Benefits industry since 1987 and joined Alliant in 2024. Prior to joining Alliant, Ed held various leadership roles with insurance carriers and benefits advisors, giving him deep expertise in employer benefits management. For the past seven years, he has focused on Medicare education, helping organizations and their employees navigate eligibility and maximize benefits while minimizing costs. His initiatives have led to substantial financial savings through risk mitigation. Previously, as Regional Vice President for an employee benefits carrier, he oversaw large employer sales and account management across 23 states. Ed holds a Bachelor of Science in Business with a focus on Finance and Marketing from the University of Nebraska, Lincoln..

Alliant Insurance Services, Inc. (Alliant)

Exhibit 5

Proposed Scope of Services for the City of Escondido

Standard Services

Service	Included in Fee	Frequency / Limits
Strategic Planning		
Prepare pre-renewal analysis to develop/refresh goals and objectives to inform renewal strategy	x	Annually
Evaluate market trends, competitive environment and culture	x	Annually
Evaluate funding and risk retention strategies	x	As Needed
Develop Annual Workplan and Milestone Calendar	x	Annually
Develop/refresh multiyear strategic glide path and financial plan to support goals and objectives	x	Annually
Templated benchmark plan designs, costs and contributions	x	Annually
Customized Benchmarking	x	As Needed
Annual Stewardship	x	Annually
Plan Renewal And Marketing Activities		
Initiate renewals with vendors, negotiate annual rates and terms and conditions	x	Annually
Prepare request for proposals (RFP) - evaluate potential vendors and develop bid specifications	x	As Needed
Conduct detailed bid analysis – compare financial and quality responses, review plan designs, evaluate alternative cost and funding alternatives, negotiate performance guarantees	x	As Needed
Stop Loss Marketing and Modeling [self-funded plans]	x	Annually
Review Captive Solutions	x	As Needed
Voluntary Benefits Consulting & Placement	x	Annually
Negotiate transition, communication, wellness and/or technology credits	x	Annually
Conduct network disruption analysis [if provider information is available]	x	As Needed
Price plan design alternatives	x	Annually
Model employee contributions and migration analysis	x	Annually
Facilitate finalist meetings; negotiate best and final rates	x	As Needed

Service	Included in Fee	Frequency / Limits
Implementation support: facilitate project plan management, review administrative agreements and contract terms and conditions	x	As Needed
Underwriting / Actuarial Services		
Provide underwriting challenge on fully insured clients with available claims experience	x	As Needed
Conduct self-insured / experience-rated / self-funding feasibility underwriting analysis	x	As Needed
Develop premium equivalent rates and calculate COBRA rates [self-funded plans]	x	As Needed
Provider payment/network change analysis [self-funded plans]	x	As Needed
Confidence modeling with Claim Fluctuation Reserve forecasting [self-funded plans]	x	As Needed
Calculate annual reserve (IBNR) estimates [self-funded plans] **Monthly or quarterly available on exception basis*	x	Annually*
Estimate PCORI fees [self-funded plans]	x	Annually
Financial / Claims Experience Reporting		
Deliver financial claim experience reports (summary) **Monthly available on exception basis*	x	Quarterly*
Alliant Analytics Reporting [self-funded plans]	x	Annually
Vendor Management - Ongoing Support & Service		
Provided day-to-day support (tracking open items, support escalated claims and/or billing issues)	x	As Needed
Manage and regularly evaluate insurance carrier and service provider relationships	x	As Needed
Coordinate utilization review meetings [if information is available]	x	Annually
Review plan document changes (contracts, policies, benefit summaries, SBCs)	x	As Needed
Monitor Vendor Performance Guarantees	x	As Needed
Compliance		
Provide Annual Compliance Calendar	x	Annually
Offer ongoing education through webcasts, podcasts, white papers, and legislative alerts	x	Ongoing

Service	Included in Fee	Frequency / Limits
Provide Compliance Reminders & Refreshers - "Friday Fast Facts"	x	As Needed
Provided ongoing Q&A support by designated Alliant compliance consultant on client's group health plan compliance questions, e.g. ERISA, COBRA, HIPAA, ACA, Section 125, Mental Health Parity, Nondiscrimination, M&A, etc.	x	As Needed
Prepare 5500s and SARs through Third Party Vendor	x	Annually
Facilitate Non-Discrimination Testing through Third Party Vendor	x	Annually
Provide templated annual notices package that includes the main Federal requirements including Medical Part D, HIPAA privacy, Women's Healthcare Rights Act, CHIPRA, etc.). Package includes Digital FlippingBook link.	x	Annually
Provide templated documents for ERISA compliance including wrap plan documents, SPD's, Summary Material Modifications through Third Party Vendor	x	As Needed
Coordinate required Cafeteria Plan Documents	x	As Needed
Provide reminders for annual CMS Disclosure	x	Annually
CAA Broker Transparency Disclosure	x	Annually
HIPAA Toolkit [self-funded plans]	x	As Needed
ERISA Fiduciary Toolkit	x	As Needed
Access to Human Resources Support Service, e.g., HR Workplace or similar service	x	As Needed
Health, Well-Being and Productivity		
Provide access to standard communication toolkit including monthly newsletter (Strive), annual communications calendar, health educational flyers, infographics, clinical opinion guides, and health condition campaigns.	x	As Needed
Provide templates for employee and employer surveys and assessments	x	As Needed
Assigned health and productivity consultant	x	As Needed
Develop well-being strategy (including incentive design) in combination with annual benefit objective setting and strategy discussions.	x	Annually
Support annual review of program engagement, participation and outcomes reports and provide feedback and recommendations	x	Annually

Service	Included in Fee	Frequency / Limits
Review Alliant Analytics reporting and provide recommendations/solutions	x	As needed
Identify and market appropriate vendors	x	As Needed
Core Benefits Communications		
Strategic Communications Consulting (Includes Annual Communications Plan)	x	Annually
Provide Alliant Templated Booklet including Digital FlippingBook Link **3 rounds of edits then fee may apply*	x	Annually*
Provide Alliant Templated PowerPoint Presentation Slides **3 rounds of edits then fee may apply*	x	Annually*
Provide Alliant Templated Required Annual Notices Package (includes Medical Part D, HIPAA privacy, Women's Healthcare Rights Act, CHIPRA, etc.) Package includes Digital FlippingBook Link.	x	Annually
Provide Recorded Digital Brainshark Presentation Link Utilizing PowerPoint Presentation Slides (noted above)	x	Annually
Provide Alliant Templated Open Enrollment Emails (up to 4)	x	Annually
Provide Alliant Templated Open Enrollment Kickoff Video	x	Annually
Provide access to library of licensed educational videos (English and Spanish available)	x	Annually
Provide Alliant Templated Spanish Materials	x	Annually
Supplemental Materials (Benefits-at-a-Glance, Posters, Postcards, HDHP Easy Guide, Mental Health Toolkit, etc.) - Choose templated educational materials. **Quantity: 2*	x	Annually*
Open Enrollment Support		
Request and coordinate digital vendor materials and supplies to support open enrollment	x	Annually
Facilitate carrier/vendor attendance for open enrollment meetings/events	x	Annually
In person attendance - Open Enrollment	x	Annually
In-person Event Expenses (Giveaways, Raffle Items, Food, etc.)	x	As Needed
Facilitate Health Fair Vendor Procurement	x	As Needed
In person Health Fair attendance	x	As Needed

Service	Included in Fee	Frequency / Limits
Additional Alliant Practices *May Require Separate Scope & Fee*		
Alliant Individual Health Solutions (AIHS)		
Alliant Medicare Solutions including provision of educational materials and decision support for employees eligible for Medicare via employer-specific toll-free number **AMS Complimentary – Free, Additional cost for AMS Premier*		
Pharmacy Consulting		
Alliant Mergers and Acquisition Diligence		
Alliant Benefit Advocates (Tier 1 - Standard, 2 - w/System Access View or 3 - w/Ability to Edit System)		
Alliant HR Tech and Outsourcing		
Alliant Billing and Reconciliation Services		
LifeBalance Program (Employee Perks Program)		
Alliant Retirement Services		
Alliant Human Capital (FutureSense)		
Alliant Leave Advantage (subscription-based solution)		
Alliant Strategic Leave Consulting		
Alliant Clinical Consulting (Alliant Physicians/RNs)		

About Alliant

Alliant Insurance Services is one of the nation's leading insurance brokerage firms and one of the top 10 largest US brokers, helping clients meet challenges in risk management, property and casualty insurance, and domestic and global benefits. With over 130 offices nationwide, Alliant offers a comprehensive portfolio of innovative and forward-thinking services to businesses in a wide range of industries.

alliant.com

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STAFF REPORT

December 17, 2025
File Number 0740-30

SUBJECT

DISPATCH STANDBY PROGRAM

DEPARTMENT

Human Resources

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-173, approving the implementation of a Dispatch Standby program with the Escondido Police Officers' Association ("POA") – Non-Sworn ("NSP") Bargaining Unit.

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

Presenter: Jessica Perpetua, Director of Human Resources

FISCAL ANALYSIS

The annual cost for this program is estimated to be $18,250. The fiscal impact for the remainder of the current fiscal year ending June 30, 2026, will be absorbed in the current departmental budget.

PREVIOUS ACTION

On June 25, 2025, the City Council voted to adopt the MOU between the POA-NSP Bargaining Unit and the City, for a three-year term that expires on June 30, 2028.

BACKGROUND

The need for Standby coverage for Public Safety Dispatch was identified to ensure adequate staffing during unscheduled absences such as sick leave, injury on duty ("IOD"), bereavement, and/or any leave that may result in staffing going below minimum standards, or other unplanned events. Standby is defined as time during which an employee must remain available to respond to the Escondido Police Communications Center.

The City Council provided policy and negotiating authority to the City Manager in closed session. Thereafter, both City staff and Association representatives met quickly and efficiently to reach terms of

an agreement. Both parties understand the importance of maintaining good labor relationships to serve the community.

NSP Dispatch staff will sign up for standby shifts after each new shift assignment schedule period; otherwise, any shifts not voluntarily selected will be mandatorily assigned. Each standby shift is for a 12-hour period. Standby pay for each 12-hour shift is proposed to be $25 per standby shift with two Public Safety Dispatchers to be on standby each day, to cover the 24-hour day. If called in, employees will also receive call-back and overtime pay as applicable.

A policy for this Standby program with details on how it will operate has been created (Exhibit "A" to Resolution No. 2025-173).

RESOLUTIONS

a) Resolution No. 2025-173
b) Resolution No. 2025-173– Exhibit "A"—Standby Duty Policy

RESOLUTION NO. 2025-173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE IMPLEMENTATION OF A DISPATCH STANDBY PROGRAM WITH THE ESCONDIDO POLICE OFFICERS' ASSOCIATION – NON-SWORN BARGAINING UNIT

WHEREAS, on June 25, 2025, the Escondido City Council adopted Resolution No. 2025-82, to complete a Memorandum of Understanding between the Escondido City Police Officers' Association ("POA") – Non-Sworn Unit ("NSP") and the City of Escondido ("City") for the period of July 1, 2025, and June 30, 2028 ("MOU"); and

WHEREAS, the implementation of a Dispatch Standby program with the POA-NSP Bargaining Unit has been requested, and the Police Department supports this program to ensure adequate staffing for Public Safety Dispatch during unscheduled absences and maintain minimum staffing standards; and

WHEREAS, the proposed program will provide standby coverage for Public Safety Dispatch during periods of sick leave, injury on duty, bereavement, and other unplanned absences, with employees remaining available to respond to the Escondido Police Communications Center; and

WHEREAS, the City and the POA agree a Dispatch Standby program is in the best interest of the City and the POA; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve a Dispatch Standby program.

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 implementation of a Dispatch Standby program within the Police Department and with the POA, as outlined in Exhibit “A”, which is attached hereto and incorporated by this reference.

Standby Duty Policy

Purpose:
This policy outlines the responsibilities and procedures for dispatchers assigned to standby duty. Standby coverage ensures adequate staffing during unscheduled absences such as sick leave, injury on duty (IOD), bereavement, leave that may result in staffing going below minimum standards, or other unplanned events. It may also be used at the discretion of the on-duty supervisor to meet operational needs in the communications center.

A. General Guidelines:

1. **Definition:** Standby is defined in the MOU as time during which an employee must remain available to respond to the Escondido Police Communications Center.
2. **Availability:** Employees on standby must keep their contact information current and remain reachable by phone at all times during their assigned standby period.
3. **Compensation:** Employees on standby will be compensated at the rate specified in the MOU. If called in, they will also receive call-back and overtime pay as applicable.

B. Procedures:

1. **Sign-Up Process:** Standby shifts will be selected by employees based on seniority, as directed by the scheduling supervisor or communications manager. Sign-ups will be maintained on a shared drive and reflected in Schedule Express. Sign-ups for standby shifts will occur once shift picks for that shift period are selected. Any shifts not voluntarily selected will be mandatorily assigned.
2. **Employee Responsibility:** Employees must keep track of their standby assignments. Shift trades are allowed with supervisor approval, and any changes must be updated on the sign-up sheet and in Schedule Express.
3. **Timing of Sign-Up:** Standby scheduling will occur after shift assignments are finalized for each new schedule period.
4. **Shift Timing:** Standby begins after the employee has been off-duty for eight (8) hours and ends upon return to their regular shift. Standby shifts can occur at any time during an employee's normal days off.
5. **Rest Period Requirements:** If called in during standby and scheduled to work the next shift, the supervisor will adjust the employee's schedule to ensure an eight (8)-hour rest period. This may require the employee to flex their schedule or use accrued leave. Employees may not sign up for standby within 12 hours before their scheduled "Monday" or within 12 hours after the end of their "Friday."
6. **Shift Lengths:** Standby shifts are in 12-hour blocks: 0700–1900 or 1900–0700.
7. **Fitness for Duty:** While on standby, employees must not consume alcohol or any substances that could impair their ability to perform communications duties.

8. **Unable to Fulfill Standby:** If an employee cannot fulfill their assigned standby shift, they must arrange coverage or trade shifts in advance. In emergencies, the employee must notify the on-duty supervisor immediately—**not** when they are called in.
9. **Emergency Reassignment:** In emergencies, supervisors may assign standby to another employee in reverse order of seniority. The original employee will be assigned a new standby shift upon their return.

STAFF REPORT

December 17, 2025
File Number 0600-10; A-3577(A) AND A-3577(B)-2

SUBJECT

AWARD OF CONTRACT FOR CONSTRUCTION OF WINDSOR GARDENS FENCE PROJECT, SECOND AMENDMENT TO CONSULTANT CONTRACT WITH JPW COMMUNICATIONS, INC., AND A BUDGET ADJUSTMENT

DEPARTMENT

Development Services, Engineering Services Division

RECOMMENDATION

Request the City Council (1) adopt Resolution No. 2025-151 awarding a construction contract to Dash Construction Company, Inc. and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of $681,985.00 for construction of the Windsor Gardens Fence Project, (2) adopt Resolution No. 2025-152 approving a Second Amendment to the existing consultant contract with JPW Communications, Inc. in the amount of $21,265; and (3) approve a budget adjustment in the amount of $890,000 to fund the construction contract and related expenses, and the consultant contract amendment.

Staff Recommendation: Approval (Kevin Snyder, Director of Development Services, and Jonathan Schauble, City Engineer)

Presenter: Matt Souttere, Principal Engineer and Jason Christman, Engineering Manager

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

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

Harmony Grove Remediation account (Account No. 1229 - PRJ-00000292) funds will be used for the consultant amendment and this Windsor Gardens Fence Project ("Project"). Sufficient funds are available in the Harmony Grove Remediation account to fully fund this Project and contract amendment.

A budget adjustment in the amount of $890,000 is recommended to support Project construction, contingency, construction management, materials testing, and continued communications/public relations effort with affected property owners.

CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

On December 16, 2024 the City Council adopted Resolution No. 2024-192; ratifying Proclamation No. 2024-03, and approving a budget adjustment transferring $4,000,000 from General Fund Reserves to a new Harmony Grove Remediation account (Account No. NEW-229).

BACKGROUND

On December 15, 2024, the City Manager issued Proclamation No. 2024-03, relating to conditions of a local emergency in and around the Harmony Grove Creek Bed Area arising from encampments and unauthorized persons loitering in the area, primarily for funding of a perimeter fence to prevent unauthorized entry to the area, and allowing the City Manager to execute contracts for the benefit of the City.

On January 7, 2025, the City entered into an agreement with SB General Engineering, Inc. for the installation of security fencing along the Escondido Creek Channel from Citracado Parkway on the west to Hale Avenue on the east.

Upon the successful completion of the fencing Project, residents living adjacent to the Project area raised concerns about increased homeless activity now being pushed further east along the Escondido bike/pedestrian path and entering their properties.

As a result of continued correspondence with the community, the city developed plans for replacement of an existing, dilapidated creek trail fence and installation of a more durable security fence to help safeguard the Windsor Gardens Apartments, the Pines Apartments, the Casa Grande Mobile Home Estates, and a single-family residence along the Escondido Creek bike/pedestrian path.

Taking advantage of an existing consultant contract and their knowledge of the Escondido Creek bike/pedestrian trail, the City sought additional assistance from JPW Communications, Inc. for outreach to landowners affected by the Windsor Gardens Fence Project.

The Project bid documents were published for construction bids on October 16 and 23, 2025. On October 30, 2025, five sealed bids were received in response to the request for bids for the Project. The confirmed totals for the total base bid items are listed below:

Dash Construction Company, Inc.	$681,985.00
SB General Engineering, Inc.	$922,200.00
Moore Fencing Company	$1,061,501.81
Tri-Group Construction & Development, Inc.	$1,127,380.00
Palm Engineering Construction Company Inc.	$1,427,040.00

CITY of ESCONDIDO

STAFF REPORT

Staff has evaluated the bids and determined that the construction bid submitted by Dash Construction Company, Inc., is the lowest responsive and responsible bid. The bid submitted by Dash Construction Company, Inc. meets the all requirements set forth in the bid documents. Staff recommends awarding a public improvement agreement in the amount of $681,985.00 to Dash Construction Company, Inc. for construction of this Project.

RESOLUTIONS

a) Resolution No. 2025-151
b) Resolution No. 2025-151 – Exhibit "A" – Public Improvement Agreement
c) Resolution No. 2025-152
d) Resolution No. 2025-152 – Exhibit "A" – Second Amendment to Consultant Agreement

ATTACHMENTS

a) Attachment "1"—Budget Adjustment

RESOLUTION NO. 2025-151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT FOR CONSTRUCTION OF THE WINDSOR GARDEN FENCE PROJECT

WHEREAS, the City Council has allocated funding in the Harmony Grove Remediation account for construction of the Windsor Garden Fence Project ("Project"); and

WHEREAS, a notice inviting bids for said improvements was duly published on October 16 and 23, 2025; and

WHEREAS, pursuant to said notice, five sealed bids for the project were opened and evaluated on October 30, 2025; and

WHEREAS, Dash Construction Company, Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize a Public Improvement Agreement with Dash Construction Company, Inc. in the amount of $681,985.00.

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

1. That the above recitations are true.

2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Improvement Agreement with Dash Construction Company, Inc. in a substantially similar form to that which

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

CITY OF ESCONDIDO
PUBLIC IMPROVEMENT AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Matt Souttere
760-214-4718
("CITY")

And: Dash Construction Company, Inc.
a California corporation
6320 Canoga Avenue, Suite 220
Woodland Hills, CA 91367
Attn: Dariush Shahnavaz
818-274-8097
("CONTRACTOR").

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

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the Windsor Gardens Fence Project ("Project"), occurring on property located within the Right of Way of the City of Escondido ("Property"), as further described in the Project documents.

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

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

2. Description and Performance of Work. CONTRACTOR shall furnish all work described in the Project Documents ("Work"). All Work to be performed and materials to be furnished shall be

completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.

3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **$681,985** ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.

4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy within **70 working days** from the date specified in the notice to proceed ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.

5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of **$1,000 per day** for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.

6. Insurance Requirements.

   a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

      (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than $3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than $3,000,000, or (ii) the general aggregate shall be at least $3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.

      (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under CONTRACTOR's control and engaged in the Work, with limits no less than $3,000,000 combined single limit per accident for bodily injury and property damage.

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

(4) *Builder's Risk/"All Risk" Insurance*. The CONTRACTOR, during the progress of the Work and until final acceptance of the Work by CITY, shall maintain Builder's Risk/"All Risk," course-of-construction insurance satisfactory to CITY issued on a completed value basis of all WORK pursuant to this Agreement. Coverage is to provide extended coverage and insurance against vandalism, theft, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Engineer's services and expenses required as a result of such insured loss upon the Work, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the CITY and the City Engineer as an additional named insured and any other person with an insurable interest designated.

(5) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.

b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

(1) *Compliance with General Condition Requirements*. Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions

(2) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.

(3) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.

(4) *Primary Coverage*. CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(5) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

(6) *Subcontractors*. If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers,

agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(7) *Waiver of Subrogation*. CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.

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

(9) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the CITY.

c. *Verification of Coverage*. At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

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

e. *No Limitation of Obligations*. The insurance requirements within this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.

f. *Compliance*. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of this Agreement, including, without limitation, the obligation to defend and indemnify the CTY and the City Engineer. In the event that CONTRACTOR fails to comply with any insurance requirement set forth in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop Work under this

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

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

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

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

c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Bonds.

a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:

(1) *Faithful Performance Bond*. CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.

(2) *Labor and Materials Bond*. CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.

b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.

c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds

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

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

9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.

10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so ("Cure Period"), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Property, or any portion thereof, and take exclusive possession of the Property or any portion thereof, together with all material and equipment thereon, and may complete the Work or any portion of the Work, either by (i) furnishing the necessary tools, equipment, labor, or materials; or (ii) letting the unfinished portion of the work, or any portion thereof, to another contractor; or (iii) demanding the surety hire another contractor; or (iv) any combination of such methods. The CITY's procuring of the completion of the Work, or the portion of the Work taken over by the CITY, shall be a charge against the CONTRACTOR and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of such charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment if CONTRACTOR fails to pay in full any such cost incurred by the CITY. The permissible charges for any such procurement of the completion of the Work include actual costs and fees incurred to third party individuals and entities (including but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY's employees to the Project.

11. Other Legal Requirements Incorporated. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though such law or clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.

12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

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

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

15. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR, and pursuant to action of the Escondido City Council.

16. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

17. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

18. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

19. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

20. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

21. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

22. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the work under this Agreement. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

23. Prevailing Wages and Department of Industrial Relations Compliance. Pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages, including but not limited to the keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions. CONTRACTOR shall file the required workers' compensation certificate before commencing work

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

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

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

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

_____
Dane White, Mayor

Dash Construction Company, Inc.

Date: _____

_____
Signature

Dariush Shahnavaz
Name & Title (please print)

869505
Contractor's License No.

_____
Tax ID/Social Security No.

APPROVED AS TO FORM:

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

BY: _____

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

RESOLUTION NO. 2025-152

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 THE CONSULTING AGREEMENT WITH JPW COMMUNICATIONS, INC. FOR THE CITY'S TRAIL EXPANSION PROJECT

WHEREAS, the City Council has allocated funding in the Harmony Grove Remediation account for construction for the City's Trail Expansion Project ("Project"); and

WHEREAS, on April 18, 2023, the City Manager authorized execution of a Consulting Agreement with JPW Communications, Inc. in the amount of $199,205 for the communications work associated with the City's Trail Expansion Project; and

WHEREAS, on September 18, 2023, the City Manager authorized execution of a First Amendment to the Consulting Agreement with JPW Communications, Inc. to update the Personnel List of JPW Communications, Inc. staff working on the City's Trail Expansion Project; and

WHEREAS, additional communications services are required of JPW Communications, Inc to support the public outreach of the Windsor Gardens Fence Project in the amount of $21,265.

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 Mayor is authorized to execute, on behalf of the City, a Second Amendment to the Consulting Agreement with JPW Communication, Inc., which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.

CITY OF ESCONDIDO
SECOND AMENDMENT TO CONSULTING AGREEMENT

This Second Amendment to Consulting Agreement ("First Amendment") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Teresa Collins
760-839-4507
("CITY")

And: JPW Communications, Inc.
a California corporation
2710 Loker Ave. W., Suite 300
Carlsbad, CA 92010
Attn: Jenny Windle
760-683-8395
("CONSULTANT").

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

WHEREAS, the Parties entered into that certain Consulting Agreement dated April 18, 2023, which was subsequently amended by a First Amendment dated September 18, 2023 ("Agreement"), wherein CITY retained CONSULTANT to provide services related to communications about the City's Trail Expansion Project, as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to include additional services as described in "Attachment A" to this Second Amendment, which is attached hereto and incorporated herein by this reference.

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

1. The CONSULTANT shall furnish all of the Services described in "Attachment A" to this Second Amendment.
2. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Second Amendment and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the

City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

3. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **$21,265**, pursuant to the conditions contained in "Attachment A" to this Second Amendment.

4. All other terms of the Agreement not referenced in this Second Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Second Amendment, this Second Amendment shall prevail.

5. This Second Amendment, the First Amendment, and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.

6. 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 First Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.

7. Unless a different date is provided in this Second Amendment, the effective date of this First Amendment shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____ _____
Dane White, Mayor

JPW COMMUNICATIONS, INC.

Date: _____ _____
Jennifer Windle, Founder & CEO

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

BY: _____

DATE: _____

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

ATTACHMENT "A"

Scope of Work

A. General

JPW Communications, Inc., a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to the communications about the City's Trail Expansion Project ("Project").

B. Location

Consultant to provide services in relation to the Project, including certain services located within the City's Escondido Trail Expansion Project specifically surrounding Windsor Gardens, The Pines and Casa Grande properties.

C. Services

In addition to those services described in the Agreement, Consultant shall also provide the services described in **Exhibit 1** to this Scope of Work, which is attached hereto and incorporated herein by this reference. In the event of a conflict between this Second Amendment and Exhibit 1, the terms of this Second Amendment shall prevail. Services provided under this Second Amendment shall generally include:

1. Project Management; and
2. Windsor Garden, The Pines, and Casa Grande Outreach and community engagement.

D. Contract Price and Payment Terms

The contract price of this Second Amendment shall not exceed **$21,265**. The contract price of this First Amendment ($21,265) will bring the total contract price of the Agreement to **$220,470**. The contract price of this Second Amendment includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

E. Term

The term of the Agreement shall be extended for a period of **one year**, commencing on the Effective Date of this Second Amendment.

ATTACHMENT "B"

Personnel List

Pursuant to Section 2 of the this First Amendment, CONSULTANT shall only assign performance of Services to persons listed below.

1. Jenny Windle, President, JPW Communications; jenny@jpwcomm.com;
2. Susanne Bankhead, Senior Vice President; susanne@jpwcomm.com;
3. Leslie Spring, Senior Director; leslie@jpwcomm.com;
4. Daniel Sparling, Director; daniel@jpwcomm.com;
5. Brant Bender, Owner of Brandt Bender Photography; brant@brantbender.com;
6. Darrin Fraser, Owner of Box86 Media; box86media@gmail.com;
7. Baylee Akins, Manager; baylee@jpwcomm.com;
8. Molly Schellenger, Multimedia Designer; molly@jpwcomm.com;
9. Ese Uyovbievbo, Specialist; ese@jpwcomm.com;
10. Madeline Atlee-Burke, Specialist; madeline@jpwcomm.com;
11. Natalia Speedon, Coordinator; natalia@jpwcomm.com;
12. Lauren Bonanno, Coordinator lauren@jpwcomm.com;
13. Kit Caldwell, Multimedia Designer, kit@jpwcomm.com;
14. Camden Painton, Marketing & Communications Coordinator; camden@jpwcomm.com
15. Courtney Pittam, Senior Specialist, courtney@jpwcomm.com;
16. Lauren Boyer, Coordinator, l.boyer@jpwcomm.com; and
17. Liana Letsos, Marketing and Communications Coordinator, l.letsos@jpwcomm.com.

CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Date: _____

_____
Jennifer Windle, Founder & CEO

BUDGET ADJUSTMENT REQUEST

Department:	Development Services - Engineering	**For Finance Use Only**
Department Contact:	Jason Christman	**BA #** _____
City Council Meeting Date: *(attach staff report)*	December 17, 2025	**Fiscal Year** _____

EXPLANATION OF REQUEST

We are utilizing a portion of our existing budget from the Emergency Fencing project along the Harmony Grove area to continue additional new fencing to the East with the goal of further protecting and securing residents in the Windsor Gardens, Casa Grande and Pines developments.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Harmony Grove Remediation	**1229 - PRJ-00000292**		**$890,000**
Windsor Gardens Fencing Project	**1229 - NEW**	**$890,000**	

APPROVALS

DEPARTMENT HEAD	**DATE**	**FINANCE**	**DATE**

STAFF REPORT

December 17, 2025
File Number 1330-85

SUBJECT

CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

DEPARTMENT

Utilities Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-164, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The Resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

Staff Recommendation: Approval (Utilities: Kyle Morgan, Interim Director of Utilities)

Presenter: Kyle Morgan, Interim Director of Utilities

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

COUNCIL PRIORITY –Improve Public Safety

FISCAL ANALYSIS

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

PREVIOUS ACTION

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

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

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

CITY of ESCONDIDO

STAFF REPORT

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

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

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

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

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

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

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

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

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

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

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

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

CITY of ESCONDIDO

STAFF REPORT

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

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

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

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

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

On June 4, 2025, the City Council adopted Resolution No. 2025-58, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On June 18, 2025, the City Council adopted Resolution No. 2025-64, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On July 16, 2025, the City Council adopted Resolution No. 2025-86, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On August 13, 2025, the City Council adopted Resolution No. 2025-102, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line, authorized Change Order No. 01 to the Public Improvement agreement ("Agreement") with CCL Contracting, Inc. for an amount not to exceed $1, 397, 320.60; and approved a budget adjustment in the amount of $1,397,320.60, from the Unallocated Reserves to the Wastewater Capital Improvement Project ("CIP") budget for Trunk Main/Norlak-HARRF.

On August 27, 2025, the City Council adopted Resolution No. 2025-109, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On September 17, 2025, the City Council adopted Resolution No. 2025-113, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On October 1, 2025, the City Council adopted Resolution No. 2025-123, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On October 15, 2025, the City Council adopted Resolution No. 2025-127, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

CITY of ESCONDIDO

STAFF REPORT

On November 5, 2025, the City Council adopted Resolution No. 2025-136, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

On December 3, 2025, the City Council adopted Resolution No. 2025-156, reaffirming that there was a need to continue efforts toward the emergency repair for the failing trunk sewer line.

BACKGROUND

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

> *Section 1:* Ash Street - paralleling the Escondido Creek, from the Firestone Complete Auto Care ("Firestone") parking lot to the Walmart Neighborhood Market ("Walmart") parking lot; and
> *Section 2:* Beech Street to Grape Day Park - paralleling the Escondido Creek, traversing a short section of North Hickory Street, then continuing in East Pennsylvania Street from North Hickory and extending into Grape Day Park.

Figure 1

CITY of ESCONDIDO

STAFF REPORT

Section 1 emergency repair work began on August 7, 2024. All repairs to Section 1 are now complete.

Section 2 emergency repair work began on July 25, 2024, and is anticipated to be complete by January 16, 2026. The contractor, CCL Contracting, Inc. ("CCL"), has installed approximately 5,330 linear feet of trunk main, from Grape Day Park to Hickory Street, within Pennsylvania Avenue; north within Hickory Street from the intersection of Pennsylvania Avenue and Hickory Street to just south of the intersection of Hickory Street and Lansing Circle; easterly through the Westmont Assisted Living Community; and continues easterly within the City's Escondido Creek private property/public utility easement, paralleling the south side of Escondido Creek to Grape Street. The additional restoration work at Westmont Assisted Living Community, which included abandonment and slurry fill of 2,000 feet of 21-inch sewer, abandonment and slurry fill of 14 manholes, and repair of 40 feet of 21-inch trunk sewer line within the bike path at Date Street, has been completed.

In June 2025, a construction conflict with a 36" diameter water transmission main along the bike path was identified. City staff determined that rerouting the sewer trunk main from the bike path into East Valley Parkway, provided the best value to the city from a cost, constructability, product longevity, and risk mitigation. Construction on North Fig Street, south of the channel bridge, between Washington Avenue and Valley Parkway, began on September 2, 2025, and was completed on September 19, 2025. Utilities Construction on East Valley Parkway, between Fig Street and Beech Street, began on September 23, 2025 with work occurring at night to minimize the impact to the community. Additional work, to date, includes the installation of a modified storm drain box and five manholes. Electronic message boards and signs updating the community are in place, where appropriate, throughout the construction project site and will remain through the duration of work.

Utilities Staff continues to communicate and coordinate with affected businesses and residents within the construction zone of influence, as well as other City Departments regarding current and upcoming construction, including the upcoming road closures.

CITY of ESCONDIDO

STAFF REPORT

RESOLUTIONS

a) Resolution No. 2025-164

RESOLUTION NO. 2025-164

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

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

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

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

WHEREAS, pursuant to the approval of Resolution No. 2024-86 on June 26, 2024, ratifying Proclamation No. 2024-02; Resolution No. 2024-94 on July 10, 2024; Resolution No. 2024-103 on July 17, 2024; Resolution No. 2024-106 on August 7, 2024; Resolution No. 2024-117 on August 28, 2024; Resolution No. 2024-131 on September 11, 2024; Resolution No. 2024-141 on October 2, 2024; Resolution No. 2024-146 on October 23, 2024; Resolution No. 2024-162 on November 20, 2024; Resolution 2024-178 on December 4, 2024; Resolution No. 2025-03 on January 8, 2025; Resolution No. 2025-06 on January 29, 2025; Resolution No. 2025-08 on February 19, 2025; Resolution No. 2025-14 On March 19, 2025; Resolution No. 2025-19 on April 2, 2025; Resolution No. 2025-30 on April 16, 2025; Resolution No. 2025-38 on May 7, 2025; Resolution No. 2025-54 on May 21, 2025; Resolution No. 2025-58 on June 4, 2025, Resolution No. 2025-64 on June 18, 2025, and Resolution No. 2025-86 on July 16, 2025, Resolution No. 2025-102 on August 13, 2025, Resolution No. 2025-109 on August 27, 2025, and

Resolution No. 2025-113 on September 17, 2025, Resolution No. 2025-123 on October 1, 2025, Resolution No. 2025-127 on October 15, 2025, Resolution No. 2025-136 on November 5, 2025, and Resolution No. 2025-156 on December 3, 2025, the City Council previously found that the failing trunk sewer risk constitutes an emergency and found it appropriate for Utilities Staff to proceed to contract services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

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

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

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

WHEREAS, the City Council approved Change Order No. 1 and a budget adjustment to the project in the amount of $1,397,320.60 to fund the remaining portion of Section 2 emergency repairs due to a trunk sewer alignment conflict with the existing 36" water main, bringing the total contract value with CCL Contracting, Inc., resulting in a contract value of not to exceed eleven million, six-hundred thirty-eight thousand and eleven dollars and sixty cents ($11,638,011.60); and

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

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to continue the emergency action and approve the recommended change order and budget adjustment.

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

1. That the above recitations are true.

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

STAFF REPORT

December 17, 2025
File Number 0480-70

SUBJECT

FY 2025-26 STATE OF CALIFORNIA CITIZEN'S OPTIONS FOR PUBLIC SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT

DEPARTMENT

Escondido Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-160 authorizing the Escondido Police Department to accept a FY 2025-26 Citizens' Option for Public Safety Program Grant in the amount of $229,884; approving grant expenditures consistent with guidelines in AB1913; authorizing the Chief of Police or their designee to execute grant documents on behalf of the City; and approving budget adjustments needed to spend grant funds. Grant Funds will cover salary expenses for part-time Police Department employees.

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

Presenter: Ken Plunkett, Chief of Police

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

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

FISCAL ANALYSIS

Grant funds will be used to augment the Escondido Police Department Operating Budget and will have no impact on the General Fund Budget.

PREVIOUS ACTION

On November 20, 2024, the City Council accepted FY 2024-2025 State of California Citizens' Option for Public Safety Program Grant in the amount of $231,644, to cover salary expenses for part-time Police Department employees.

CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

Existing law establishes Supplemental Law Enforcement Services Funds and requires monies from these funds to be allocated to counties and cities for purposes of the Citizens' Option for Public Safety Program. In September 2000, the California State Legislature chaptered AB 1913, the Schiff-Cardenas Crime Prevention Act of 2000, which increased appropriations for these funds and established new formulas for State Citizens' Option for Public Safety allocations.

The Escondido Police Department received a FY 2025-26 Citizens' Option for Public Safety Program Grant award in the amount of $229,884. This grant supports front-line law enforcement services with the intention of enhancing public safety within the community.

The Police Department proposes to use its allocation to cover part-time employees' salaries and benefits. Positions funded by the allocation include Department Specialists in the Traffic Division, Patrol Division, Investigations Bureau, Services Bureau, and the Internal Affairs Unit. These part-time employees perform support services that allow front-line law enforcement officers to handle high-priority calls.

These grant funds have been an integral component for the Escondido Police Department's operations for nearly twenty years. Without this funding, the Police Department would be unable to maintain its part-time staff. Approximately 45 part-time employees are funded by this grant. These employees perform administrative and operational duties that would otherwise fall to sworn officers. This necessary funding has allowed for support staff to remain a vital part of the operations of the Escondido Police Department.

RESOLUTIONS

a) Resolution No. 2025-160

ATTACHMENTS

a) Attachment "1"—Budget Adjustment

RESOLUTION NO. 2025-160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO ACCEPT THE FY 2025-26 STATE OF CALIFORNIA CITIZEN'S OPTION FOR PUBLIC SAFETY PROGRAM GRANT IN THE AMOUNT OF $229,884; AND EXECUTE ALL NECESSARY BUDGET ADJUSTMENTS

WHEREAS, the City of Escondido desires to improve efficient law enforcement services to the community; and

WHEREAS, the Escondido Police Department has designated the Fiscal Year 2025-26 State of California Citizen's Option for Public Safety Program Grant to fund salary and benefit expenses of part-time personnel to address this goal; and

WHEREAS, the FY 2025-26 State of California Citizen's Option for Public Safety Program Grant is made available by the California State Legislature AB 1913 through the Schiff-Cardenas Crime Prevention Act of 2000 in the amount of $229,884.

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 of Police of the City of Escondido and/or other authorized signators to accept the FY 2025-26 State of California Citizen's Option for Public Safety Program Grant in the amount of $229,884 and execute all documents necessary for the management and completion of the grant scope including any extensions and amendments thereof.

3. That the City Council approves and adopts the budget adjustment to accept and expend the grant funds.

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BUDGET ADJUSTMENT REQUEST

Department:	Police Department	**For Finance Use Only** **BA #** _____ **Fiscal Year** _____
Department Contact:	Barbara MarLett	
City Council Meeting Date: *(attach staff report)*	December 17, 2025	

EXPLANATION OF REQUEST

A budget adjustment is needed to spend FY 2025-26 grant funds for part-time salaries and overhead to support Escondido Police Department activities.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	**4127-450-New Project Number**	**$229,884**	
Police Grants	**450-New Project Number**	**$229,884**	

APPROVALS

Signed by: ken Plunkett 581C2D657E4C403...	12/8/2025	Signed by: Christina Holmes C0C8E98A934247C...	12/8/2025
DEPARTMENT HEAD	**DATE**	**FINANCE**	**DATE**

STAFF REPORT

December 17, 2025
File Number 0480-70

SUBJECT

FY 2024 OPERATION STONEGARDEN GRANT AND BUDGET ADJUSTMENT

DEPARTMENT

Escondido Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-159 to (1) accept FY 2024 Operation Stonegarden Grant Funds in the amount of $10,000 from the California Office of Emergency services through the County of San Diego and (2) authorize the Chief of Police or his designee to execute grant documents on behalf of the city, and approve budget adjustments needed to spend grant funds.

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

Presenter: Ken Plunkett, Chief of Police

ESSENTIAL SERVICE – Yes, Internal Requirement in Support of Police Services.

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

No impact on Operational Budget, this project is fully funded by grants.

PREVIOUS ACTION

On April 3, 2024 the City Council accepted a FY 2023 Operation Stonegarden Grant in the amount of $10,000 to pay overtime expenses for crime suppression details. For the past thirteen years, Stonegarden funding has allowed the Escondido Police Department to partner with local law enforcement agencies to address criminal activities that affect the community. FY 2023 Operation Stonegarden funds allowed the Escondido Police Department to participate in a regional operation that focused on gang crime and narcotic trafficking activities.

BACKGROUND

The Police Department received a $10,000 FY 2024 Operation Stonegarden Grant. Funding was provided by the California Office of Emergency Services, through the San Diego Sheriff's Department.

CITY of ESCONDIDO

STAFF REPORT

The Police Department proposes to use grant funds to pay overtime expenses for multi-disciplinary crime suppression operations related to human trafficking, narcotics trafficking, weapons trafficking, and criminal gang activity. Throughout San Diego County, all local law enforcement agencies participate in Operation Stonegarden. This grant will provide operational funding to enforce local and state laws. Grant funds will not be used to enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

RESOLUTIONS

a) Resolution No. 2025-159

ATTACHMENTS

a) Attachment "1"—Budget Adjustment

RESOLUTION NO. 2025-159

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO ACCEPT THE FISCAL YEAR 2024 OPERATION STONEGARDEN GRANT PROVIDED BY THE CALIFORNIA OFFICE OF EMERGENCY SERVICES THROUGH THE SAN DIEGO SHERIFF'S DEPARTMENT IN THE AMOUNT OF $10,000; AND EXECUTE ALL NECESSARY BUDGET ADJUSTMENTS.

WHEREAS, the City of Escondido desires to improve efficient law enforcement services to the community; and

WHEREAS, the Escondido Police Department desires to conduct multi-disciplinary crime suppression operations; and

WHEREAS, the Escondido Police Department has designated the Fiscal Year 2024 Operation Stonegarden Grant to fund overtime expenses to address these goals; and

WHEREAS, the Fiscal Year 2024 Operation Stonegarden Grant funds are made available through the California Office of Emergency Services in the amount of $10,000.

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 of Police of the City of Escondido and/or other authorized signators to accept the Fiscal Year 2024 Operation Stonegarden Grant funds made available through the California Office of Emergency Services in the amount of $10,000 and execute all documents necessary for the management and completion of the grant scope including any extensions and amendments thereof.

Docusign Envelope ID: 7A6ED5ED-1577-4F1F-A464-A0C5B268FC44

BUDGET ADJUSTMENT REQUEST

Department:	Police Department	**For Finance Use Only**
Department Contact:	Barbara MarLett	**BA #** _____
City Council Meeting Date: *(attach staff report)*	December 17, 2025	**Fiscal Year** _____

EXPLANATION OF REQUEST

Budget adjustments are needed to receive grant funds and establish a spending account for overtime expenses related to the FY 2024 Stonegarden Grant.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	**4128-451-new project number**	**$10,000**	
Police Grants	**451-new project number**	**$10,000**	

APPROVALS

Signed by: Ken Plunkett 581C2D657E4C403...	12/8/2025	Signed by: Christina Holmes C0C8E98A934247C...	12/8/2025
DEPARTMENT HEAD	**DATE**	**FINANCE**	**DATE**

STAFF REPORT

December 17, 2025
File Number 0600-10; A-3542-1

SUBJECT

PERATON - COMPUTER AIDED DISPATCH (CAD) FIRST AMENDMENT TO THE MASTER MAINTENANCE AGREEMENT

DEPARTMENT

Escondido Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-169 authorizing the Mayor to execute a First Amendment to the Maintenance Agreement with Peraton, Inc. for the Police Department's existing Computer Aided Dispatch ("CAD") System in the amount of $244,395 for the period of January 1, 2026 through December 31, 2026.

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

Presenter: Ken Plunkett, Chief of Police

ESSENTIAL SERVICE – Yes, internal requirement in support of Police Services

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

The Police Department Operating Budget will cover the cost of the CAD Software First Amendment to the Maintenance Agreement.

Software First Amendment to the maintenance agreement of CAD for one-year totals $244,395.

PREVIOUS ACTION

On February 19, 2025, City Council approved a new CAD Master Maintenance Agreement.

On May 21, 2021, City Council approved continuation of services with Peraton, Inc., after acquisition of Northrup Grumman agreement.

On January 7, 2015, City Council approved CAD Master first Amendment to the Maintenance Agreement.

On July 23, 2014, City Council approved a CAD Upgrade from Northrup Grumman.

CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

Escondido Police Department's CAD system is critical to community and officer safety. The current system was originally created by Northrop Grumman, now operated by Peraton, Inc.

The CAD system is used to facilitate police officer response to 9-1-1 calls for service. In addition, the CAD system is used for resource management, location verification, dispatching resources, unit status management and transfer of data to other reporting systems.

The CAD system allows Escondido's Public Safety Dispatchers to quickly and accurately determine where the event is occurring, establish the nature of the emergency, and direct the appropriate available resources.

The maintenance agreement includes the following critical commitments:

PRODUCTS INCLUDED:
CommandPoint CAD/MIS
AVL w/AVRR
CLETS via eSUN
Command Point® Map
Command Point ® GDI Tools
Command Point ® Mobile

RESOLUTIONS

a) Resolution No. 2025-169
b) Resolution No. 2025-169— First Amendment to Public Service Agreement with Peraton, Inc.

ATTACHMENTS

a) Attachment "1"—Public Service Agreement with Peraton, Inc.

ESCONDIDO
City of Choice

CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Livier Valenzuela
760-839-4940
("CITY")

And: Peraton, Inc.
a Maryland Corporation
12975 Worldgage Drive
Herndon, VA 20170
Attn: Cynthia Williams
865-269-1134
("CONTRACTOR").

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

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

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

1. Description of Services. CONTRACTOR shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **$232,757.** CONTRACTOR shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.

4. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONTRACTOR with 10 days' advance written notice. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.

5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.

6. Insurance Requirements.

   a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

      (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than $2,000,000 per occurrence and $4,000,000 general aggregate.

      (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

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

      (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.

   b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

      (1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.

      (2) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the

addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

(3) *Primary Coverage*. CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(4) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

(5) *Subcontractors*. If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(6) *Waiver of Subrogation*. CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.

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

(8) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the CITY.

c. *Verification of Coverage*. At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

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

e. *No Limitation of Obligations*. The insurance requirements in this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.

f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONTRACTOR fails to comply with

any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

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

   a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.

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

   c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

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

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

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

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

12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

13. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

14. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

15. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

17. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

18. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.

19. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

20. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at http://www.dir.ca.gov/oprl/dprewagedetermination.htm and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

22. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the

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

23. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONTRACTOR agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

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

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: 03 / 03 / 2025

Dane M. White

Dane White, Mayor

Peraton, Inc.

Date: 02 / 26 / 2025

La Juan Carter

La Juan Carter
Director of Contracts Administration

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

BY: Elyse E. Dupré

DATE: 02 / 26 / 2025

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

ATTACHMENT "A"

Scope of Work

A. General

Peraton, Inc., a Maryland corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with Computer Aided Dispatch ("CAD") system hardware, software, and installation services.

B. Location

Contractor will provide services at the City's Police and Fire Headquarters located at 1163 N. Centre City Parkway, Escondido, CA 92026.

C. Services

Contractor will provide software maintenance support for the following products as outline in **Exhibit 1**, which is attached hereto and incorporated by this reference. In the event of a conflict between this Agreement (including this Scope of Work) and Exhibit 1, the terms of this Agreement shall prevail. Services provided under this Agreement shall generally include:

1. CommandPoint CAD/MIS
2. AVL w/AVRR
3. CLETS via eSUN
4. CommandPoint Map
5. CommandPoint GDI Tools
6. CommandPoint Mobile

D. Scheduling

Inquiries related to this Agreement, including all scheduling and services issues, may be directed to Livier Valenzuela, Network Manager at Livy.Valenzuela@escondido.gov or 760-497-5301.

E. Contract Price and Payment Terms

The contract price shall not exceed **$232,757**. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **December 31, 2025** with two optional one-year extensions at the mutual written agreement of both the Contractor and the City.

Public Service Agreement
Between the City of Escondido
And Peraton Inc.

Peraton Inc, hereinafter referred to as "Peraton", and the **City of Escondido**, hereinafter referred to as "Customer", shall enter into a Master Maintenance Agreement ("Agreement") effective January 1, 2025 through December 31, 2025 for the software maintenance of the Customer's Computer Aided Dispatch System with two optional one-year extensions.

Product	Period 1 1/1/2025-12/31/2025	Option Year-Period 2 1/1/2026-12/31/2026	Option Year-Period 3 1/1/2027-12/31/2027
CommandPoint CAD/MIS	$ 164,786.81	$ 173,026.26	$ 181,677.70
AVL w/ AVRR	$ 8,278.61	$ 8,692.55	$ 9,127.18
CLETS via eSUN	$ 10,364.21	$ 10,882.43	$ 11,426.56
CommandPoint® Map	$ 990.00	$ 1,039.50	$ 1,091.48
CommandPoint® GDI Tools	$ 4,116.21	$ 4,322.02	$ 4,538.13
CommandPoint® Mobile	$ 44,221.16	$ 46,432.24	$ 48,753.91
Total	**$ 232,757.00**	**$ 244,395.00**	**$ 256,615.00**

The above amounts cover the following license quantities:

Products		Quantities
CAD Server		
CPS-MED	Medium Sized System 11-50 Users	1
CPS-MED-2ND	Medium Sized System secondary server	1
Mobility Server		
MOB-MED	Medium Sized System 51-250 Users	1
MOB-MED-2ND	Medium Sized System 51-250 Users	1
MIS Server		
CPS-MIS	MIS - Server	1
Mapping Server		
LMAP-GDI	GDITools	1
MAP-ARC	GDI for ArcInfo	1
LMAP-AVS	AVS Server	2
LMAP-AVL	AVL Server	2
LMAP-AVRR	AVRR Server (Road Closure Monitor)	2

Public Service Agreement
Between the City of Escondido
And Peraton Inc.

Clients		
CPC-WKS	Full Use CAD	30
CPC-MIS	MIS User	5
CPC-VIEW	AltarisView Map	30
CPC-MOB	Mobility for Laptops/Tablets	175
Interface Vendor	**Interface Description**	
NG	CLETS via eSun (ARJIS)	1
AT&T	AT&T Vesta E911 (ANI/ALI)	1
USDD	Fire Station Alerting (FSA)	0
NG	EPAGE SMTP Paging	1
Motorola	NetRMS Police RMS Transfer	1
Priority Dispatch	Paramount ProQA	0
FireHouse	SFTP RMS Transfer	0

Maintenance will be invoiced on a quarterly basis.

City of Escondido:

Signature of Authorized Representative

Printed Name

Title

Date

Peraton Inc.

Cynthia Williams

Cynthia Williams
Printed Name

Contract Administrator
Title

Date

Memorandum

To: La Juan Carter

From Szu Yang
Chief Contracts Officer

Subject: Confirmation of Delegation of Contractual Signature/ Commitments Authority

Date December 9, 2024

Under the Contract Department Policy CTR-007, Signature Authority, effective October 30, 2023, I possess signature/commitment authority to sign/execute contract documents following receipt of proper approvals in accordance with policies and procedures.

In order to support the activities of Peraton Inc. regarding the Software Maintenance of the City of Escondido's Computer Aided Dispatch (CAD) System Maintenance contract, I hereby confirm that La Juan Carter has the delegated authority to sign execute contract documents:

For all Types of Contracts less than or equal to $25,000,000

This delegation authorizes the above individual to execute on behalf of Peraton Inc., contracts, proposals, prime contract related teaming agreements and non-disclosure agreements, memoranda of agreement and other documents binding and committing those entities through which Peraton operates. This includes subsidiary companies.

This delegation confirmation does not authorize the above individual to act outside the scope of Peraton policies and procedures, and Federal, State, and local laws and regulations. The delegate is responsible for ensuring compliance with all applicable Sector and Peraton Inc. policies and procedures as well as federal, state and local laws and regulations. If the document to be executed exceeds the delegate's authority level, they should seek guidance from their supervisor.

The signature delegation shall be reassessed with each assessment of Contract Department Policy or upon a change to the legal entities utilized by Peraton Inc., whichever occurs first.

Szu Yang
Chief Contracts Officer
Peraton Inc.

Dropbox Sign

Audit trail

Title	Public Service Agreement for City of Escondido and Peraton
File name	file
Document ID	5ba8c6951c0066401a43a27b4d3d5932d25f659f
Audit trail date format	MM / DD / YYYY
Status	• Signed

This document was requested from app.contractsafe.com

Document History

SENT	**02 / 25 / 2025** 21:33:30 UTC	Sent for signature to La Juan Carter (lajuan.carter@peraton.com), Elyse Dayrit (elyse.dayrit@escondido.gov) and Dane White (dane.white@escondido.gov) from bmarlett@escondido.org IP: 216.231.242.96
VIEWED	**02 / 25 / 2025** 22:07:56 UTC	Viewed by La Juan Carter (lajuan.carter@peraton.com) IP: 136.226.18.202
SIGNED	**02 / 26 / 2025** 15:36:46 UTC	Signed by La Juan Carter (lajuan.carter@peraton.com) IP: 136.226.18.202
VIEWED	**02 / 26 / 2025** 15:39:06 UTC	Viewed by Elyse Dayrit (elyse.dayrit@escondido.gov) IP: 174.243.240.130
SIGNED	**02 / 26 / 2025** 17:31:49 UTC	Signed by Elyse Dayrit (elyse.dayrit@escondido.gov) IP: 174.243.240.130
	03 / 03 / 2025 19:09:04 UTC	Viewed by Dane White (dane.white@escondido.gov) IP: 216.231.240.96

Dropbox Sign

Audit trail

Title	Public Service Agreement for City of Escondido and Peraton
File name	file
Document ID	5ba8c6951c0066401a43a27b4d3d5932d25f659f
Audit trail date format	MM / DD / YYYY
Status	• Signed

This document was requested from app.contractsafe.com

Document History

SIGNED	**03 / 03 / 2025** 19:09:22 UTC	Signed by Dane White (dane.white@escondido.gov) IP: 216.231.240.96
COMPLETED	**03 / 03 / 2025** 19:09:22 UTC	The document has been completed.

RESOLUTION NO. 2025-169

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A MAINTENANCE AGREEMENT WITH PERATON, INC. FOR THE POLICE DEPARTMENT'S EXISTING COMPUTER AIDED DISPATCH (CAD) SYSTEM.

WHEREAS, the Police Department utilizes the services of Peraton, Inc. for the maintenance of its current Computer Aided Dispatch ("CAD") system; and

WHEREAS, the current maintenance agreement will expire December 31, 2025; and

WHEREAS, the Police Department wishes to extend the current maintenance agreement for calendar year 2026.

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 a First Amendment to the Maintenance Agreement with Peraton, Inc. for the Police Department's existing CAD System, which is attached hereto as Exhibit "A" and incorporated by this reference to be approved by the City Attorney.

CITY OF ESCONDIDO
FIRST AMENDMENT TO PUBLIC SERVICES AGREEMENT

This First Amendment to Public Services Agreement ("First Amendment") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Livier Valenzuela
760-839-4940
("CITY")

And: Peraton, Inc.
a Maryland Corporation
12975 Worldgage Drive
Herndon, VA 20170
Attn: Cynthia Williams
865-269-1134
("CONTRACTOR").

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

WHEREAS, the Parties entered into that certain Public Services Agreement dated March 3, 2025 ("Agreement"), wherein CITY retained CONTRACTOR to provide services for Computer Aided Dispatch ("CAD") system hardware, software, and installation services., as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to include additional services as described in "Attachment A" to this First Amendment, which is attached hereto and incorporated herein by this reference.

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

1. The CONTRACTOR will furnish all of the Services described in "Attachment A" to this First Amendment.

2. The CITY will compensate the CONTRACTOR in an additional amount not to exceed the sum of

$477,152, pursuant to the conditions contained in "Attachment A" to this First Amendment.

3. All other terms of the Agreement not referenced in this First Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this First Amendment, this First Amendment shall prevail.

4. This First Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.

5. 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.

6. Unless a different date is provided in this First Amendment, the effective date of this First Amendment shall be the latest date of execution set forth by the names of the signatories below.

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

CITY OF ESCONDIDO

Date: _____

_____
Dane White, Mayor

Peraton, Inc.

Date: _____

_____
La Juan Carter, Contracts Administration Director

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

BY: _____

DATE: _____

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

ATTACHMENT "A"

Scope of Work

A. General

Peraton, Inc., a Maryland corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with Computer Aided Dispatch ("CAD") system hardware, software, and installation services.

B. Location

Contractor will provide services at the City's Police and Fire Headquarters located at 1163 N. Centre City Parkway, Escondido, CA 92026.

C. Services

In addition to those services described in the Agreement, Contractor will provide software maintenance support for the following products as outline in **Exhibit 1**, which is attached hereto and incorporated by this reference. In the event of a conflict between this First Amendment (including this Scope of Work) and Exhibit 1, the terms of this First Amendment shall prevail. Services provided under this First Amendment shall generally include:

1. CommandPoint CAD/MIS;
2. AVL w/AVRR;
3. CLETS via eSUN;
4. CommandPoint Map;
5. CommandPoint GDI Tools; and
6. CommandPoint Mobile.

D. Scheduling

Inquiries related to this Agreement, including all scheduling and services issues, may be directed to Livier Valenzuela, Network Manager at Livy.Valenzuela@escondido.gov or 760-497-5301.

E. Contract Price and Payment Terms

The contract price of this First Amendment shall not exceed **$244,395.** The price of this First Amendment ($244,395) shall bring the cumulative Agreement price to **$477,152.** The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

F. Term

The term of this First Amendment shall be from the Effective Date of the First Amendment through **December 31, 2026.**

Peraton

Memorandum

To:	La Juan Carter	From	Szu Yang Chief Contracts Officer
Subject:	Confirmation of Delegation of Contractual Signature/ Commitments Authority	Date	June 13, 2025

Under the Contract Department Policy CTR-007, Signature Authority, effective October 30, 2023, I possess signature/commitment authority to sign/execute contract documents following receipt of proper approvals in accordance with policies and procedures.

In order to support the activities of Peraton Inc., I hereby confirm that La Juan Carter, Contracts Administration Director, has the delegated authority to sign execute contract documents:

For all Types of Contracts less than or equal to $25,000,000

This delegation authorizes the above individual to execute on behalf of Peraton Inc.: contracts, proposals, prime contract related teaming agreements and non-disclosure agreements, memoranda of agreement and other documents binding and committing those entities through which Peraton operates. This includes subsidiary companies.

This delegation confirmation does not authorize the above individual to act outside the scope of Peraton policies and procedures, and Federal, State, and local laws and regulations. The delegate is responsible for ensuring compliance with all applicable Sector and Peraton Inc. policies and procedures as well as federal, state and local laws and regulations. If the document to be executed exceeds the delegate's authority level, they should seek guidance from their supervisor.

The signature delegation shall be reassessed with each assessment of Contract Department Policy or upon a change to the legal entities utilized by Peraton Inc., whichever occurs first.

Szu Yang
Chief Contracts Officer
Peraton Inc.

** NOTICE OF PROPRIETARY INFORMATION **
This document contains Peraton Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Peraton. This document may be used by the authorized recipient solely for internal purposes.

CITY OF ESCONDIDO

BUSINESS LICENSE TAX CERTIFICATE

"For Services Provided in the City of Escondido, California Only"

TO BE POSTED IN A CONSPICUOUS PLACE AND NOT TRANSFERABLE OR ASSIGNABLE

Business Name PERATON INC

Business Location 12975 Worldgate Dr
Herndon, Va 20170-6008

Business Owner(s) CORPORATE TAX
DAWN URISTA

PERATON INC
12975 WORLDGATE DR
HERNDON, VA 20170-6008

Description COMPUTER RELATED SERVICES

Business Type SERVICE - GENERAL
SIC Code 7379001
NAICS Code 541519
Certificate # 207920
Effective Date March 29, 2022
Expiration Date February 28, 2026

THIS BUSINESS LICENSE TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

For all inquiries regarding this license, contact HdL Business License Division at (760) 270-9397.

PERATON INC:

Thank you for your payment on your City of Escondido Business License. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: Escondido@HdLgov.com or by telephone at: (760) 270-9397.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license.

This certificate does not entitle the holder to conduct business before complying with all requirements of the Escondido Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the city limits of Escondido, please display the Business License tax certificate below in a conspicuous place at the premises. Otherwise, every Business License Tax certificate holder not having a fixed place of business in the City shall keep the Business License Tax certificate upon his or her person, or affixed in plain view upon any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

BUSINESS LICENSING
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Escondido

BUSINESS LICENSE TAX CERTIFICATE

PERATON INC
12975 WORLDGATE DR
HERNDON, VA 20170-6008

License Number: **26514971**

Date of Issue: **03/29/2022**

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services, Inc. of Washington, D.C.
2001 K Street NW
Suite 625 N
Washington DC 20006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The Continental Insurance Company	35289
INSURER B:	Continental Casualty Company	20443
INSURER C:	Transportation Insurance Co.	20494
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Peraton Corp.
and Its Subsidiaries
1875 Explorer Street, 2nd Floor
Reston VA 20190 USA

COVERAGES **CERTIFICATE NUMBER:** 570116684455 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC OTHER:	Y		7012278501	04/28/2025	04/28/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y		7012278496	04/28/2025	04/28/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
A	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / X RETENTION	Y	Y	7012278465 SIR applies per policy terms & conditions	04/28/2025	04/28/2026	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7039455212 WC (AOS)	04/28/2025	04/28/2026	X PER STATUTE / OTH-ER	
C			Y	7039455209 WC (CA)	04/28/2025	04/28/2026	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Escondido, its officials, officers, agents, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of City of Escondido, Contractor, its agents, representatives, employees and subcontractors in accordance with the policy provisions of the Umbrella Liability and Workers' Compensation policy. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be

CERTIFICATE HOLDER

City of Escondido
201 N. Broadway
Escondido CA 92025 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc. of Washington, D.C.

Holder Identifier :

Certificate No : 570116684455

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AGENCY CUSTOMER ID: 570000071700

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services, Inc. of Washington, D.C.	Peraton Corp.
POLICY NUMBER	
See Certificate Number: 570116684455	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570116684455	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

delivered to certificate holders in accordance with the policy provisions of each policy.

ACORD 101 (2008/01)

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Workers Compensation And Employers Liability Insu

Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One** - **Workers' Compensation Insurance G. Recovery From Others** and **Part Two** - **Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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INSURANCE REVIEW SUMMARY FORM

Applicable to Public Services Agreements and Consulting Agreements

Agreement Type: ☒ Public Services Agreement ("PSA") ☐ Consulting Agreement ("CSA")
☐ Subrecipient Agreement ☐ Public Improvement Agreement ("PIA")
☐ Recreation Instructor Agreement ☐ Other: _____

☒ Amendment ☒ First ☐ Second ☐ Third ☐ Other: _____

Date of Original Agreement: 3/3/25

Contractor/Consultant: Peraton, Inc.

Project Description:

Computer Aided Dispatch ("CAD") system hardware, software, and installation services.

Staff Contact: Cassia Brown

Department: Police

Insurance Inquiry or Request:

Use of Umbrella/Excess Policy to meet insurance limit requirements.

Recommendations:

Approve

Date: 11/21/25

amy Marquez
Risk and Safety Division

STAFF REPORT

December 17, 2025
File Number 0600-10; A-3578

SUBJECT

COMPUTER AIDED DISPATCH (CAD) CONTRACT AND BUDGET ADJUSTMENT

DEPARTMENT

Escondido Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-170 (1) authorizing the purchase of a new Computer Aided Dispatch ("CAD") system; (2) authorizing the Mayor to execute a Public Service Agreement with Tyler Technologies, Inc.; and (3) establishing a project budget adjustment.

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

Presenter: Erik Witholt, Police Captain

ESSENTIAL SERVICE – Yes, requirement in support of public safety

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

The Public Service Agreement with Tyler Technologies, Inc. covers two phases:

- Phase 1: One-time costs for system purchase and installation = $450,715
- Phase 2: Annual recurring costs for professional services and support = $344,865/year for three years

Costs from January 2026 through June 2029 total $1,485,300.

Period	Description	Cost	Funding Source
Jan-Dec 2026	One-Time Costs: system purchase and installation	$430,939	Capital Improvement
Jan-Dec 2026	One-Time Costs: system purchase and installation	$19,776	Measure I
FY 2026-27	Annual Recurring Costs: professional services & support	$344,865	Measure I
FY 2027-28	Annual Recurring Costs: professional services & support	$344,865	Measure I
FY 2028-29	Annual Recurring Costs: professional services & support	$344,865	Measure I

CITY of ESCONDIDO

STAFF REPORT

- Implementation costs cover the full CAD system acquisition, configuration, and initial training during calendar year 2026.
- Recurring costs ensure ongoing system reliability, updates, and vendor support through FY 2029.
- Council action previously allocated Capital Improvement Project (CIP)/Public Facilities Funds for this project.
- Additional funding will be allocated from Measure I revenues, aligning with Council priorities for public safety investment.

PREVIOUS ACTION

On April 16, 2025, City Council approved a Consulting Agreement with National Public Safety Group ("NSPG") for a needs assessment, assistance with procurement, and project management of a new CAD system.

On February 19, 2025, City Council approved a new CAD Master Maintenance Agreement extending services of Current CAD system from Peraton, Inc.

On May 21, 2021, City Council approved continuation of services with Peraton, Inc., after acquisition of Northrup Grumman Agreement.

On January 7, 2015, City Council approved CAD Master First Amendment to the Maintenance Agreement extending services of Current CAD system from Peraton, Inc.

On July 23, 2014, City Council approved a CAD Upgrade from Northrup Grumman Integrating Current CAD system from Peraton, Inc.

BACKGROUND

The City of Escondido Police Department relies on its CAD system as the backbone of emergency communications and public safety operations. The CAD system allows dispatchers to receive 9-1-1 calls, prioritize incidents, assign units, track officer locations, and provide real-time information to first responders. Each year, over 100,000 events are processed through the Escondido Police Department's CAD system.

The City's current CAD system is at end-of-life and no longer meets technological or operational standards. System limitations have begun to impact efficiency, reliability, and the ability to integrate with emerging public safety technologies. Continuing to operate on this platform poses risks to community safety and operational effectiveness. The City recognized this significant challenge and analyzed possible solutions.

CITY of ESCONDIDO

STAFF REPORT

ANALYSIS TO FIND A SOLUTION

Why a New CAD System is Needed

- Inadequate Technology: The current CAD system is no longer supported with regular updates, creating vulnerabilities and inefficiencies for field units.
- Operational Limitations: Dispatchers and officers face delays and reduced functionality when responding to community calls for service.
- Community Safety: Modern CAD systems enhance response times, improve situational awareness, strengthen coordination among public safety agencies, and provide transparency for community awareness and real-time notification.

How a New CAD System was Selected

Following a comprehensive, multi-year evaluation process, Tyler Technologies, Inc. was selected as the recommended vendor. Tyler Technologies is a nationally recognized leader in public safety software solutions, with extensive experience implementing CAD systems for municipalities across California and the United States.

The selection process was collaborative and thorough, involving the Police Department, Information Systems Department, and Finance Department. Key steps included:

- Needs Assessments: Identified operational gaps, future requirements, and industry best practices to define system specifications.
- Interactive Demonstrations: Six vendors provided in-depth, interactive demonstrations specifically for the Escondido team to evaluate functionality and user experience.
- Professional Conferences: Staff attended California NENA (National Emergency Number Association) to review industry standards, best practices, and innovations in emergency communications.
- Site Visits: Staff visited other dispatch centers to observe CAD systems in operation assessing performance, usability, and integration with field operations.
- System Evaluations: After careful analysis, staff used specific criteria to narrow the search to three vendors that could provide a CAD system conducive to Escondido's needs.
- Consultant Engagement: The City retained National Public Safety Group to conduct a deeper needs assessment, assist with procurement and contract negotiations, and provide implementation support.

CITY of ESCONDIDO

STAFF REPORT

This rigorous process confirmed Tyler Technologies, Inc. as the most qualified partner to deliver a modern, reliable, and scalable CAD solution tailored to Escondido's needs. The selected system will enhance operational efficiency, improve interoperability with emerging technologies, and strengthen the City's ability to provide timely, coordinated emergency response.

Who a New CAD System Benefits

The Community

Transparency and Community Awareness: The Tyler Technologies CAD system includes the Public Safety Analytics suite with Citizen Connect. Citizen Connect, allows community members to access information in real-time. This increases community awareness and improves transparency. Citizen Connect:

- Allows community members to set up alerts on streets, addresses, or neighborhoods.
- Alerts community members of activity in their area.
- Enables community members to actively gain access to public information.

Community and Officer Safety: The new CAD system features modern technologies and operational efficiencies, improving officer response and awareness. During the crucial moments when a community member calls 9-1-1, a Public Safety Dispatcher can provide helpful information and effectively send the closest officers.

First Responders

Dispatcher and Officer Efficiency: The new CAD system will alleviate delays and ensure Dispatchers provide accurate location data, incident classifications, and situational awareness when sending officers to a call for service. Intuitive dashboards will make it easier for dispatchers to log calls, track units, and manage incidents. The new CAD system will efficiently log every action, creating a clear audit trail, improving accountability and helping refine procedures and operational needs.

Analytics, Crime Analysis, and Proactive Enforcement: The new CAD system collects valuable data on incidents, response times, and resource use. This information will be analyzed to improve staffing, training, and community outreach.

HOW THE NEW CAD SYSTEM ALIGNS WITH COUNCIL PRIORITIES

The total contract cost will be funded through Capital Improvement Project Fund/Public Facilities and Measure I revenues. A budget adjustment is required to allocate funds to the CAD project. This investment directly supports City Council's Strategic Priority to Prioritize Public Safety.

This project aligns with the City Council's commitment to:

CITY of ESCONDIDO

STAFF REPORT

- **Improve Public Safety:** Equip first responders with advanced tools to enhance emergency response, situational awareness, and community protection.
- **Operational Excellence:** Replace an end-of-life system with a modern, reliable, and efficient platform that supports seamless operations and interoperability.
- **Fiscal Responsibility:** Leveraging Measure I Funds for strategic, high-impact investments that strengthen public safety.

CONCLUSION

The purchase of a new CAD system is essential to maintaining and improving public safety in Escondido. Tyler Technologies, Inc. has been carefully vetted and selected as the most qualified vendor to deliver this critical upgrade.

Your action today, to adopt Resolution No. 2025-170 will ensure the Police Department has the technology required to effectively receive and dispatch 9-1-1 calls for service.

RESOLUTIONS

a) Resolution No. 2025-170
b) Resolution No. 2025-170—Exhibit "A"—Public Service Agreement

ATTACHMENTS

a) Attachment "1"—Budget Adjustment

RESOLUTION NO. 2025-170

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC SERVICE AGREEMENT WITH TYLER TECHNOLOGIES FOR A COMPUTER AIDED DISPATCH (CAD) TO REPLACE THE POLICE DEPARTMENT'S EXISTING COMPUTER AIDED DISPATCH (CAD) SYSTEM.

WHEREAS, the Police Department strives to provide the most effective technology in public emergencies communications to provide efficient police services to the community; and

WHEREAS, the Police Department currently utilizes the services of Peraton, Inc. as its Computer Aided Dispatch ("CAD") system; and

WHEREAS, the Peraton, Inc. CAD system has reached its end of life; and

WHEREAS, the Police Department wishes to enter into an agreement with Tyler Technologies to purchase a new CAD system to achieve this goal.

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 a Public Service Agreement with Tyler Technologies to create a new CAD system for the Escondido Police Department, which is attached hereto as Exhibit "A" and incorporated by this reference to be approved by the City Attorney.

Docusign Envelope ID: E878F631-A40A-4FDD-B0B6-BA12EF06BC4E

BUDGET ADJUSTMENT REQUEST

Department:	Police Department	**For Finance Use Only**
Department Contact:	Barbara MarLett	**BA #** _____
City Council Meeting Date: *(attach staff report)*	December 17, 2025	**Fiscal Year** _____

EXPLANATION OF REQUEST

To create a project budget to purchase and install the new Computer Aided Dispatch system.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
CAD Mapping Upgrade	Public Facilities Fund 1243		345,000
Computer Aided Dispatch	Public Facilities Fund 1243		80,036
Interface Point CADE	Public Facilities Fund 1243		5,903
Computer Aided Dispatch Project	NEW Public Facilities Fund 1243	430,939	
Computer Aided Dispatch Project	NEW Measure I Local District Tax Fund 1002	19,776	

APPROVALS

Signed by:		Signed by:	
ken Plunkett 581C2D657E4C403...	12/9/2025	Christina Holmes C0C8E98A934247C...	12/9/2025
DEPARTMENT HEAD	**DATE**	**FINANCE**	**DATE**

STAFF REPORT

December 17, 2025
File Number 0480-70

SUBJECT

FY 2025-26 REGIONAL REALIGNMENT RESPONSE GRANT AND BUDGET ADJUSTMENT

DEPARTMENT

Escondido Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-171 (1) authorizing the Chief of Police to accept a FY 2025-26 Regional Realignment Response Grant in the amount of $80,000 from the State of California Board of Community Corrections; (2) authorizing the Chief of Police or his designee to execute grant documents on behalf of the City; and (3) approving budget adjustments needed to spend grant funds.

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

Presenter: Ken Plunkett, Chief of Police

ESSENTIAL SERVICE – Yes, Police Services

Yes, internal requirement in support of police services

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

FISCAL ANALYSIS

This will have no impact on the General Fund Budget. The FY 2025-26 Regional Realignment Response Grant is state funded. Funding will cover expenses through June 30, 2026.

PREVIOUS ACTION

On November 20, 2024, the City Council authorized the Chief of Police to accept an $80,000 FY 2024-2025 Regional Realignment Response Grant.

BACKGROUND

The Escondido Police Department has been allocated $80,000 under the FY 2025-26 Regional Realignment Response Grant through the State of California Board of Community Corrections. This funding was provided by Assembly Bill 118 and Senate Bill 89, initiatives to reduce state prison overcrowding and

CITY of ESCONDIDO

STAFF REPORT

support local law enforcement efforts to efficiently manage offenders and parole-violators. These bills allow for the release of subjects into the community from prison before their sentences were fully served, putting the responsibility of monitoring them on local law enforcement. Grant funds are used for regional and local enforcement operations to monitor prisoners that were released as a result of Assembly Bill 118 and Senate Bill 89.

RESOLUTIONS

a) Resolution No. 2025-171

ATTACHMENTS

a) Attachment "1"—Budget Adjustment

RESOLUTION NO. 2025-171

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO ACCEPT A FY 2025-26 REGIONAL REALIGNMENT RESPONSE GRANT FROM THE STATE OF CALIFORNIA BOARD OF COMMUNITY CORRECTIONS IN THE AMOUNT OF $80,000, EXECUTE ALL DOCUMENTS NECESSARY FOR THE MANAGEMENT AND COMPLETION OF THE GRANT SCOPE; AND AUTHORIZING THE NECESSARY BUDGET ADJUSTMENT

WHEREAS, the FY 2025-26 Regional Realignment Response Grant will be financed from funds made available by the State of California Board of Community Corrections, through Assembly Bill 118 and Senate Bill 89, initiatives to reduce state prison overcrowding and support local law enforcement efforts to efficiently manage offenders and parole-violators; and

WHEREAS, the City of Escondido desires to support local law enforcement efforts in regards to legislation reducing state prison overcrowding; and

WHEREAS, the Escondido Police Department has received a grant funding to support these efforts during the project period of July 1, 2025 through June 30, 2026; and;

WHEREAS, the Escondido Police Department has designated the FY 2025-26 Regional Realignment Response Grant to conduct specific programs to address these goals.

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 of Police of the City of Escondido and/or other authorized signators to accept the FY 2025-26 Regional Realignment Response Grant in the amount of $80,000 and execute all documents necessary for the management and completion of the grant scope.

3. That the City Council hereby also approves and authorizes the necessary budget adjustment needed to establish a new project number for tracking and spending of grant funds.

4. That grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

Docusign Envelope ID: 7A6ED5ED-1577-4F1F-A464-A0C5B268FC44

BUDGET ADJUSTMENT REQUEST

Department:	Police Department	**For Finance Use Only** **BA #** _____ **Fiscal Year** _____
Department Contact:	Barbara MarLett	
City Council Meeting Date: *(attach staff report)*	December 17, 2025	

EXPLANATION OF REQUEST

A budget adjustment is needed to receive grant funds and establish a spending account for police officer overtime and overhead expenses related to the FY 2025-26 Regional Realignment Response Grant funds.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	**4127-451-NEW GRANT**	**$80,000**	
Police Grants	**451-NEW GRANT**	**$80,000**	

APPROVALS

Signed by: Ken Plunkett 581C2D657E4C403...	12/8/2025	Signed by: Christina Holmes C0C8E98A934247C...	12/8/2025
DEPARTMENT HEAD	**DATE**	**FINANCE**	**DATE**

STAFF REPORT

December 17, 2025
File Number 0600-10; A-3516-1

SUBJECT

APPROVAL OF FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH LIBRARY SYSTEMS & SERVICES LLC. TO OPERATE THE ESCONDIDO PUBLIC LIBRARY THROUGH JUNE 30, 2028

DEPARTMENT

City Manager's Office

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-172 authorizing the Mayor to execute, on behalf of the City, a First Amendment to the Professional Services Agreement between the City of Escondido and Library Systems and Services extending the Agreement until June 30, 2028.

Staff Recommendation: Approval (City Manager's Office: Sean McGlynn, City Manager)

Presenter: Joanna Axelrod, Deputy City Manager

ESSENTIAL SERVICE – No

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

FISCAL ANALYSIS

The management agreement with LS&S is currently funded with American Rescue Plan Act ("ARPA") Funds through June 30, 2026. The proposed extended agreement will be $3,216,933 annually for two years plus a 3 percent escalator in the second year. The funding for the management agreement amendment will be allocated in the FY2026/27 General Fund Operating Budget.

PREVIOUS ACTION

On August 23, 2017, the City Council authorized the City Manager and City Attorney to negotiate an agreement with Library Systems & Services, LLC ("LS&S") to provide day-to-day operational services at the Escondido Public Library.

On October 18, 2017, the City Council approved Resolution No. 2017-139 which authorized the mayor, on behalf of the City of Escondido, to execute the Professional Services Agreement ("PSA") with LS&S to provide for the daily operation of the Escondido Public Library through June 30, 2027.

On January 31, 2024, the City Council approved a change in the approach of expending American Rescue Plan Act ("ARPA") funding to operate the Escondido Public Library for two fiscal years ending June 30,

CITY of ESCONDIDO

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2026. The City Council directed staff to allocate ARPA funds to continue library operations with LS&S to provide continuing services to the residents of this City, a service which would have to be eliminated without the use of these federal funds.

On June 26, 2024, the City Council approved Resolution No. 2024-87 terminating the existing PSA with LS&S for the operation of the Escondido Public Library effective June 30, 2024; and adopted Resolution No. 2024-85 authorizing the mayor to execute a new PSA with LS&S effective July 1, 2024 through June 30, 2026, funded with ARPA funds.

BACKGROUND

In 2017, the City of Escondido and LS&S entered into a long-term agreement to provide for the management of the Escondido Public Library's day-to-day operations. Over the previous nine years of the agreement, LS&S has provided high-quality community programming, collection development, strategic planning, grant support, employment and literacy services for the community. LS&S has been an outstanding provider of library services throughout the operational uncertainty of the COVID-19 pandemic, been flexible and adaptive as the City has navigated a structural budget deficit, was a key resource in helping the City apply for and implement $10 million in state grant funding for the library infrastructure improvement project, and has been an excellent partner during the temporary relocation of library services to the North County Mall during renovations to the library building.

The adoption of Resolution No. 2024-85 on June 26, 2024, provided for the short-term temporary funding of the LS&S PSA using ARPA funds through June 30, 2026, which eliminated more than $3 million annually from the General Fund thereby reducing the estimated $10 million structural budget deficit for FY2025 and FY2026. Now that the City's ARPA funds have been fully expended, this is no longer an available funding source. It is recommended that these costs be returned to the General Fund in order to continue providing library services to the community.

The existing PSA requires the City to notify LS&S if the City desires to exercise its option to continue services within 180 days of termination, which is January 1, 2026. Approval of this First Amendment two-year contract extension allows for the continued operation of library services through June 30, 2028 to the benefit of residents and provides time for the City Council to identify long-term funding sources to continue library operations and services. If approved, the necessary resources will be allocated in the General Fund during the FY 2026-27 operating budget adoption.

RESOLUTIONS

a) Resolution No. 2025-172
b) Resolution No. 2025-172—Exhibit "A"— First Amendment to Professional Services Agreement for the Operation of the Escondido Public Library

RESOLUTION NO. 2025-172

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LIBRARY SYSTEMS & SERVICES FOR THE OPERATION OF THE ESCONDIDO PUBLIC LIBRARY THROUGH JUNE 30, 2028.

WHEREAS the City of Escondido is a full-service City which includes the operation of a public library; and

WHEREAS, Library Services & Systems LLC ("LS&S") has been competently and professionally providing library management services to the City of Escondido pursuant to a Professional Services Agreement for the Operation of the Escondido Public Library ("PSA") for nine years; and

WHEREAS, the current PSA was set to expire by its terms in 2026; and

WHEREAS, the City Council desires at this time and deems it to be in the best interest to approve an amendment to the Agreement with LS&S, extending the term of the Agreement by an additional two years until June 30, 2028.

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

1. That the above recitations are true.

2. That the City Council authorizes the Mayor to execute, on behalf of the City, the First Amendment to the Professional Services Agreement with Library Services & Systems to provide daily operational services at the Escondido Public Library, in a substantially similar form to that which is

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

CITY OF ESCONDIDO
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR THE OPERATION OF THE ESCONDIDO PUBIC LIBRARY

This First Amendment to Professional Services Agreement ("First Amendment") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Joanna Axelrod
760-839-4871
("CITY")

And: LIBRARY SYSTEMS AND SERVICES, LLC
a Maryland limited liability company
260 Tower Oaks Blvd. Suite 510
Rockville, MD 20852
Attn: Todd Frager
301-675-9993
("LS&S ").

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

WHEREAS, the Parties entered into that certain Professional Services Agreement dated July 1, 2024 ("Agreement"), wherein CITY retained LS&S to provide special services for the operation of the Escondido Public Library, as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement as described herein.

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

1. Pursuant to this First Amendment, LS&S will continue to furnish all of the services, on the same terms and conditions, as described in the Agreement and the Agreement term shall be extended through **June, 30, 2028.**
2. Section 3 (Term) of the Agreement shall be deleted in its entirety and replaced with the following:

   A. The initial term of this Agreement shall be from the Effective Date through June 30, 2028 ("Initial Term").

B. The CITY shall have the option, in its sole discretion, to extend the Initial Term for up to two successive periods of five-year periods by providing LS&S 180 days advance written notice and executing a written amendment to this Agreement.

C. For services through June 30, 2028, the CITY will compensate the LS&S in accordance with Section 2 (Compensation) of the Agreement.

D. All other terms of the Agreement not referenced in this First Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this First Amendment, this First Amendment shall prevail.

E. This First Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.

F. 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.

G. Unless a different date is provided in this First Amendment, the effective date of this First Amendment shall be the latest date of execution set forth by the names of the signatories below.

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

CITY OF ESCONDIDO

Date: _____

_____
Dane White, Mayor

LIBRARY SYSTEMS AND SERVICES, LLC

Date: _____

_____
Signature

_____
Name & Title (please print)

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

BY: _____

DATE: _____

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

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING ESCONDIDO MUNICIPAL CODE CHAPTER 31, SECTION 200 THROUGH 203, INCLUSIVE, PERTAINING TO CROSS-CONNECTION CONTROL REGULATIONS

WHEREAS, Title 17 of the California Code of Regulations requires public water systems to protect the public water supply from contamination by implementation of a cross-connection control program; and

WHEREAS, on May 11, 1988, the City Council adopted Ordinance No. 88-27, approving updates to Chapter 31 of the Escondido Municipal Code language, adding Article 4, Section 31-200 through 31-203, in compliance with Title 17 regulations; and

WHEREAS, the California State Legislature passed Assembly Bill 1671 ("AB 1671") directing the State Water Resources Control Board to replace the Title 17 cross-connection control provisions with the Cross-Connection Control Policy Handbook ("CCCPH"), providing updated standards, definitions, and compliance criteria; and

WHEREAS, the Utilities Department, Water Division is proposing updates to Chapter 31, Article 4, Sections 200 through 203, inclusive, of the Escondido Municipal Code, in compliance with AB 1671, to revise any references to Title 17 or its provisions so that they now reference the CCCPH.

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

SECTION 1. That the above recitations are true.

SECTION 2: That Escondido Muncipal Code Chapter 31, Article 4, Sections 200 through 203, inclusive, regulating cross-connection controls, is hereby amended as set forth in Exhibit "A" to this

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

ORDINANCE NO. 2025-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 6 OF THE ESCONDIDO MUNICIPAL CODE, TO ADOPT THE 2025 CALIFORNIA BUILDING, RESIDENTIAL, PLUMBING, ELECTRICAL, MECHANICAL, HISTORICAL BUILDING, EXISTING BUILDING AND ENERGY CODES, AND THE GREEN BUILDING STANDARDS CODE

WHEREAS, the State of California Building Standards Commission is charged with the development of uniform codes and regulations for application to the construction of buildings within the state; and

WHEREAS, California Health and Safety Code Section 17960 requires the City enforce within its jurisdiction all the provisions published in the State Buildings Standards Code and the provisions of other rules and regulations promulgated pursuant to the provisions of the California Health and Safety Code pertaining to the erection, construction, reconstruction, movement, enlargement, conversion, alteration, repair, removal, or arrangement of apartments, hotels or dwellings; and

WHEREAS, every three years the California Building Standards Commission updates and adopts uniform codes for application throughout the state; and

WHEREAS, California Health and Safety Code Section 17958.7 allows local amendments to the California Building Standards Codes, when such codes are amended and adopted at the local level, and when local findings are made for unique climatic, geological or topographical conditions.

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

SECTION 1. That Escondido Municipal Code Chapter 6, Article 1, Section 6-1.2 is repealed and replaced with the following:

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

ORDINANCE NO. 2025-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 11 OF THE ESCONDIDO MUNICIPAL CODE TO ADOPT THE 2025 CALIFORNIA FIRE CODE AND THE WILDLAND-URBAN INTERFACE CODE AND LOCAL AMENDMENTS

WHEREAS, the State of California Building Standards Commission is charged with the development of uniform codes and regulations for application to the construction of buildings within the state; and

WHEREAS, California Health and Safety Code Section 17960 requires the city to enforce within its jurisdiction all the provisions published in the State Buildings Standards Code and the provisions of other rules and regulations promulgated pursuant to the provisions of the California Health and Safety Code pertaining to the erection, construction, reconstruction, movement, enlargement, conversion, alteration, repair, removal, or arrangement of apartments, hotels or dwellings; and

WHEREAS, every three years the California Building Standards Commission updates and adopts uniform codes for application throughout the state; and

WHEREAS, California Health and Safety Code Section 17958.7 allows local amendments to the California Building Standards Codes, when such codes are amended and adopted at the local level, and when local findings are made for unique climatic, geological or topographical conditions.

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

SECTION 1. That Escondido Municipal Code Chapter 11, Article 2, Division 1, Section 11-15 is repealed and replaced as follows:

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

STAFF REPORT

December 17, 2025
File Number: 0697-20-10354

SUBJECT

SHORT-FORM RENT INCREASE APPLICATION FOR CAREFREE RANCH MOBILE HOMEPARK (FILE NO. 0697-20-10354)

DEPARTMENT

Development Services; Housing and Neighborhood Services Division

RECOMMENDATION

Request the City Council sitting as the Escondido Rent Review Board hold a public hearing to review and consider Carefree Ranch Mobilehome Park Short-Form Application and adopt Resolution No. RRB 2025-131.

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

Presenter: Carlos Cervantes, Management Analyst and Stephen Jacobson, Code Compliance Officer II

ESSENTIAL SERVICE – NO

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

PREVIOUS ACTION

On October 23, 2024, a short-form application was considered and approved. An increase of 4.275 percent was approved, resulting in an average space increase of $26.74 per space, per month.

BACKGROUND

On June 8, 1988, the Escondido residents voted to approve Proposition K to enact Mobilehome Rent Control in the City of Escondido ("City"). Under Proposition K, if a park owner wants to increase the rent on a mobilehome rent control space, they must file an application with the City and obtain approval

CITY of ESCONDIDO

STAFF REPORT

from the Mobilehome Park Rent Review Board ("Board"). This Board is an independent body comprised of the City of Escondido Councilmembers.

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

Carefree Ranch Mobilehome Park ("Park") is a 55+ age park, located at 211 N. Citrus Ave, Escondido, CA 92027. The Park has a total of 184 spaces, of which 151 spaces are subject to rent control. The Park is requesting an increase for the 151 rent-controlled spaces. The amenities available for the residents include a clubhouse, laundry room and, pool and jacuzzi area.

Carefree Ranch submitted a short-form application on September 15, 2025. (Attachment "1"). City staff reviewed the final application and deemed it to be complete on September 22, 2025. City staff mailed a letter, written in both English and Spanish, on September 22, 2025, notifying the affected park residents of the application and proposed rent increase, upcoming residential meeting, and public hearing date (Attachment "2").

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

Housing & Neighborhood Services and Code Compliance staff facilitated an in-person meeting for the affected residents on October 6, 2025, at 6:00 p.m. Code Compliance conducted a lighting inspection on October 6, 2025 and completed an inspection of the common areas on October 8, 2025.

City staff mailed a 10-day notice written in both English and Spanish to residents on October 23, 2025 reminding them of the November 5, 2025, City Council Meeting (Attachment "4").

THE RENT INCREASE APPLICATION:

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

PARK OWNER'S REQUEST:

The Park is requesting an increase of 90 percent (90%) of the total Annual change in CPI for 2024, to July 2025. A park is allowed to request up to 90 percent of the change in CPI. Under Section 11(D) of the

CITY of ESCONDIDO

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Guidelines, it states, “In determining whether the amount of the park owner’s requested increase is appropriate, the Board must presume that up to ninety percent (90%) of the CPI is a fair, just, and reasonable rent increase. However, the Board may consider any of the other Rent Control Ordinance factors in Section 29-104(g) at the request of either the park owner or the affected residents in determining that a lesser increase is fair, just, and reasonable.” These factors are referenced in Chapter 29, Article 5, Section 29-104(g) of the Escondido Municipal Code. Ninety percent of the change in the CPI is 4.064 percent for the period of consideration. Currently, the average monthly rent for the residents that are affected by this application is $769.51. The average monthly increase requested for the one hundred fifty-one spaces is $30.05 per space, per month. This increase ranges from to $19.75-$41.09 per space, per month.

RESIDENT MEETING AND COMMENTS:

All residents affected by this request were invited to attend a meeting in their clubhouse October 6, 2025, at 6:00 p.m. The meeting was attended by ten (10) residents, the Park manager, and City staff. The application and the short-form hearing procedures were reviewed with the residents. Residents stated that they appreciated park managers being easily accessible. Residents mentioned their concern for speeding cars on Citrus Ave and that there was only one entry and exit located at the park. Residents also mentioned park safety such as disturbances throughout the night, to which park and City staff recommended calling law enforcement if this is a persistent issue. Residents also had questions regarding what code enforcement was inspecting, and code officers were able to clarify.

CODE COMPLIANCE INSPECTION:

On October 6, 2025, a lighting inspection was performed by the Code Compliance Division; no lighting violations were identified. On October 8, 2025, an inspection of the common areas was conducted by the Code Compliance Division, Neighborhood Service Staff and Park Management. One (1) violation was identified. The violation was for overgrown tree branches and vegetation encroaching into roadway by spaces 15, 23, and the guest house.

A notice was mailed to the Park manager and owner informing them of the violations. (Attachment “3”). A reinspection was conducted and as of October 23, 2025, all violations were corrected (Attachment “5”). According to the Guidelines, no increase granted for any park shall go into effect until any existing code violations are corrected.

ADDITIONAL FACTORS AFFECTING THE APPLICATION:

In conformance with the Guidelines, the decision of the Board will be finalized by adoption of the Resolution confirming the findings of the Public Hearing. The Notice of Determination will be mailed to the applicant and residents immediately upon adoption of the Resolution. Park owners and management must give a 90-day notice of any rent increase to affected residents upon the adoption of the Resolution.

CITY of ESCONDIDO

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RESOLUTIONS

a) Resolution RRB No. 2025-131

ATTACHMENTS

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

RESOLUTION NO. RRB 2025-131

A RESOLUTION OF THE CITY COUNCIL/ MOBILEHOME RENT REVIEW BOARD OF THE CITY OF ESCONDIDO, CALIFORNIA AUTHORIZING A RENT INCREASE FOR CAREFREE RANCH MOBILEHOME PARK
(File Number: 0697-20-10354)

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

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

WHEREAS, a short-form rent increase application pursuant to Section 11 of the Rent Review Board Guidelines was filed on September 15, 2025 (“Application”) by Carefree Ranch Mobilehome Park, LLC, the owner of the rental spaces in Carefree Ranch Mobilehome Park (“Park”), 55+ age park located at 211 N. Citrus Ave, Escondido; and

WHEREAS, the Application was deemed complete by City staff on September 22, 2025; and

WHEREAS, the last rent increase was granted by the Board on October 23, 2024, for an increase of 4.275 percent which amounted to an average increase of $26.74 per space, per month; and

WHEREAS, the average monthly rent per affected space was $769.51 for the one hundred fifty-one spaces requested for a rent increase. The Park requested an increase of 4.064 percent, resulting in an average increase of $30.05 per space, per month; and

WHEREAS, a notice of the Park's application was mailed to all affected homeowners on September 22, 2025, and a 10-day notice of the time, date, and place of the rent hearing before the Board was mailed to the Park and to all affected tenants on October 23, 2025; and

WHEREAS, on October 6, and October 8, a Mobilehome Park Rent Review Code Compliance Inspection was completed. There were no lighting violations and one general park violation for overgrown tree branches encroaching into the roadway by spaces 15, 23, and the guest house; and

WHEREAS, on October 23, 2025, Code Compliance completed a reinspection and all violations were cleared; and

WHEREAS, on November 5, 2025, the Board held its public hearing. After an initial staff presentation, the Board invited testimony from Park ownership and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members, and clarifying questions to the parties and staff, the Board voted to grant a 4.064 percent increase, resulting in an average rent increase of $30.05 per space, per month, for the one hundred fifty-one spaces.

NOW, THEREFORE, BE IT RESOLVED by the Escondido Rent Review Board, as follows:

1. That the above recitations are true.

2. That the Board finds that the Carefree Ranch Mobilehome Park short-form application increase is consistent with the Guidelines, and approves the rent increase Application submitted by Carefree Ranch Mobilehome Park, LLC.

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

SHORT-FORMAPPLICATION FOR MOBILEHOME SPACE RENT INCREASE

Park Name Carefree Ranch Telephone 760-745-4851

Address 211 N. Citrus Ave Escondido, CA 92027

Owner Carefree Ranch LLC Telephone 949-722-1698

Address 301 E. 17th St., Ste #208 Costa Mesa, CA 92627

Representative Bart Thomsen Telephone 949-722-1698

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

Address

Site Manager Jim Younce Telephone 760-745-4851

Today's Date: 9/12/25

Date of last RRB increase 2/1/2025

Number of Spaces in Park 184

Change in CPI during period 4.516 %

Increase requested by Park 4.064 %

Period covered by CPI request Annual 2024-July 2025

Spaces affected by proposed increase 151

90% of change in CPI 4.064 %

# of In-Place Transfers as of 7/1/20 **13

or since last Rent Increase Application (whichever is more recent)

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

Clubhouse

Guest House

Jacuzzi

Laundry Room

Pool

**Last rent increase application deemed complete August 27, 2024

1

SPACE RENTALS

Complete for all spaces affected by Proposed Increase at: Carefree Ranch

Date of last application was deemed complete: 8/27/2024

Date of last increase: 2/1/2025

DIRECTIONS: 1. List the monthly rent for rent-controlled spaces ("RC") collected for all affected spaces at the date the application was deemed complete. 2. List all long-term lease spaces ("LT") that sold or signed a new agreement after February 13, 2020. 3. **If spaces have been added due to termination of long-term leases or space rents have been raised during a calendar year since the last increase was granted, list the *highest rent* paid for each space during that calendar year.** If the last increase was granted more than three years ago, use additional pages as needed. *This sheet may be duplicated as necessary.*

Resident Name and Space #	RC or LT	**Rent in ____ 20__**	**Rent in ____ 20__**	**Current Rent (__/__/__)**	**Requested Increase ($)**	**Percentage Increase**	**Requested New Rent**
#1 Please see attached							
#2 None							

(2)

IN-PLACE TRANSFER/ SALE(S)

Carefree Ranch Rent Increase Application 2025

Space #	Resident(s) Name	Rent In Sept 2023	Rent In Sept 2024	Current Sept 2025	Percentage Increase	Requested Increase	Requested New Rent
1	Gerald Bonner	$822.68	$853.94	$853.94	4.064%	$ 34.70	$888.64
2	Wayne Louth	$472.75	$503.76	$525.30	4.064%	$ 21.35	$546.65
4	Francisco Galvez	$639.47	$663.77	$663.77	4.064%	$ 26.98	$690.75
5	Welda Johnson	$808.83	$850.89	$878.12	4.064%	$ 35.69	$913.81
6	Kambiz Davarifard	$599.80	$650.39	$678.19	4.064%	$ 27.56	$705.75
8	Judy Zirkle	$559.29	$595.98	$621.46	4.064%	$ 25.26	$646.72
9	Cathy Hudson	$771.03	$800.33	$800.33	4.064%	$ 32.53	$832.86
10	James Prince	$635.62	$668.67	$690.07	4.064%	$ 28.04	$718.11
11	Tom Burns	$486.26	$518.16	$540.31	4.064%	$ 21.96	$562.27
12	James Moore	$650.27	$673.68	$673.68	4.064%	$ 27.38	$701.06
14	Amelia Cooper	$653.57	$677.10	$677.10	4.064%	$ 27.52	$704.62
15	Aniceto Soto	$650.27	$673.68	$673.68	4.064%	$ 27.38	$701.06
16	Esther Erro	$472.75	$503.76	$525.30	4.064%	$ 21.35	$546.65
17	Kenneth Glaser	$708.88	$725.00	$725.00	4.064%	$ 29.46	$754.46
18	Maemie Sein	$653.30	$687.27	$795.00	4.064%	$ 32.31	$827.31
19	Aurelio Meza	$699.06	$724.23	$724.23	4.064%	$ 29.43	$753.66
20	Crisostomo Pingul Dizon	$643.81	$795.00	$795.00	4.064%	$ 32.31	$827.31
22	Roger Lee Crabtree	$472.75	$557.88	$581.73	4.064%	$ 23.64	$605.37
23	Barbara Gallas	$654.50	$685.26	$685.26	4.064%	$ 27.85	$713.11
25	Eugene Berger Testman	$708.88	$725.00	$795.25	4.064%	$ 32.32	$827.57
26	Jose Lopez	$595.74	$634.82	$661.96	4.064%	$ 26.90	$688.86
27	Pranom Milota	$686.32	$712.40	$712.40	4.064%	$ 28.95	$741.35
28	Lawrence Arena	$654.50	$685.26	$685.26	4.064%	$ 27.85	$713.11
29	Stacy Downey	$722.26	$759.82	$759.82	4.064%	$ 30.88	$790.70
31	Michelle Johnson	$599.80	$639.15	$666.47	4.064%	$ 27.09	$693.56

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32	Anne Jehle-Kosanovich	$719.03	$756.42	$756.42	4.064%	$ 30.74	$787.16
33	Mae Moen	$592.24	$631.09	$658.07	4.064%	$ 26.74	$684.81
34	Cristina Wagner	$643.81	$677.29	$698.96	4.064%	$ 28.41	$727.37
35	Robert McKeever	$595.74	$634.82	$661.96	4.064%	$ 26.90	$688.86
36	Linda Eller	$635.29	$668.33	$689.72	4.064%	$ 28.03	$717.75
37	Claudia Rosangela Rieth	$617.54	$650.27	$772.25	4.064%	$ 31.38	$803.63
38	Bertha Schelden	$510.62	$544.12	$567.38	4.064%	$ 23.06	$590.44
39	Mary McGlasson	$459.32	$489.45	$510.37	4.064%	$ 20.74	$531.11
40	Maria Ramirez	$643.55	$673.80	$673.80	4.064%	$ 27.38	$701.18
43	Dale Anderson	$481.29	$512.86	$534.78	4.064%	$ 21.73	$556.51
44	Gerry Simoni	$643.81	$677.29	$698.96	4.064%	$ 28.41	$727.37
45	Mario Victor Chavez	$722.25	$725.00	$748.20	4.064%	$ 30.41	$778.61
47	Lisa Marie Ojeda	$695.50	$725.00	$725.00	4.064%	$ 29.46	$754.46
48	Graciela Alatriste	$633.74	$674.17	$702.99	4.064%	$ 28.57	$731.56
49	Regina MacGregor	$653.57	$677.10	$677.10	4.064%	$ 27.52	$704.62
50	Rosario Divina Pallesco	$631.35	$666.52	$695.01	4.064%	$ 28.25	$723.26
51	Abigail Morales	$459.32	$489.45	$510.37	4.064%	$ 20.74	$531.11
52	Mateo Cuevas	$724.73	$752.27	$752.27	4.064%	$ 30.57	$782.84
53	John Farnum	$714.29	$747.86	$747.86	4.064%	$ 30.39	$778.25
54	Marta Nicolas	$684.39	$719.98	$743.02	4.064%	$ 30.20	$773.22
56	Elba Andrade	$674.47	$709.54	$732.25	4.064%	$ 29.76	$762.01
57	Susan Mitchell	$549.87	$585.94	$610.99	4.064%	$ 24.83	$635.82
58	Donna Mills	$674.47	$709.54	$732.25	4.064%	$ 29.76	$762.01
59	Eve Gonzales-Salazar	$628.36	$669.58	$698.20	4.064%	$ 28.37	$726.57
60	Ramon Mendoza	$676.25	$711.42	$711.42	4.064%	$ 28.91	$740.33
61	Sherry Scoggins	$674.20	$705.89	$705.89	4.064%	$ 28.69	$734.58
62	Daniel Dorlaque	$628.36	$669.58	$698.20	4.064%	$ 28.37	$726.57
102	Sandra Nelson	$493.01	$518.65	$535.25	4.064%	$ 21.75	$557.00
104	Concepion Jimenez	$712.56	$739.64	$798.81	4.064%	$ 32.46	$831.27
105	Merce Torres	$776.78	$804.74	$804.74	4.064%	$ 32.70	$837.44
107	Maria Carmona De Pina	$759.72	$788.59	$788.59	4.064%	$ 32.05	$820.64
108	Israelene Higgs-Coffie	$736.98	$764.99	$764.99	4.064%	$ 31.09	$796.08

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109	Kenneth Daniel Smith	$610.82	$650.89	$678.72	4.064%	$ 27.58	$706.30
110	Robert Goldrich	$780.04	$820.60	$820.60	4.064%	$ 33.35	$853.95
111	Edward Danhoff	$719.31	$756.71	$789.06	4.064%	$ 32.07	$821.13
112	Michael Dykes	$761.58	$797.37	$797.37	4.064%	$ 32.41	$829.78
113	Donna Ross	$751.04	$779.58	$779.58	4.064%	$ 31.68	$811.26
114	Carol Kerr	$497.39	$523.25	$539.99	4.064%	$ 21.95	$561.94
115	Larry Alvarado	$789.75	$818.18	$818.18	4.064%	$ 33.25	$851.43
116	Sven Jorgensen	$667.12	$701.81	$724.27	4.064%	$ 29.43	$753.70
118	Priscilla Moriente	$462.67	$513.26	$535.20	4.064%	$ 21.75	$556.95
119	David Wayne Jarvis	$773.58	$813.81	$813.81	4.064%	$ 33.07	$846.88
120	Perla Harris	$729.29	$763.57	$824.66	4.064%	$ 33.51	$858.17
121	Rebeca Gutierrez	$678.39	$722.89	$753.79	4.064%	$ 30.63	$784.42
122	Mikhail Kolobkov	$625.00	$666.00	$694.47	4.064%	$ 28.22	$722.69
123	Linda Willison	$564.99	$602.05	$627.79	4.064%	$ 25.51	$653.30
124	Janette Beck	$730.87	$762.30	$794.89	4.064%	$ 32.30	$827.19
126	Maria Estrada	$629.26	$670.54	$699.21	4.064%	$ 28.42	$727.63
127	John Berlin Hopkins	$725.00	$763.43	$790.91	4.064%	$ 32.14	$823.05
128	Ramiro Gonzalez	$743.10	$778.03	$778.03	4.064%	$ 31.62	$809.65
129	Rick Trafton	$742.61	$791.33	$825.16	4.064%	$ 33.53	$858.69
130	Pedro Orozco-Tapia	$769.96	$810.00	$810.00	4.064%	$ 32.92	$842.92
131	Thu Thach	$668.33	$721.80	$752.66	4.064%	$ 30.59	$783.25
132	Alice Crocker	$459.32	$489.45	$510.37	4.064%	$ 20.74	$531.11
134	Javier Garcia	$628.36	$669.58	$698.20	4.064%	$ 28.37	$726.57
135	William Jensen	$790.80	$831.92	$831.92	4.064%	$ 33.81	$865.73
138	Kathleen Davis	$648.48	$691.02	$720.56	4.064%	$ 29.28	$749.84
139	Veronica Panem Saclayan	$784.93	$835.00	$870.70	4.064%	$ 35.39	$906.09
140	Norma Rubio	$659.63	$693.93	$716.14	4.064%	$ 29.10	$745.24
141	Henry Christian Fitchhorn	$628.36	$669.58	$772.25	4.064%	$ 31.38	$803.63
142	Gary Bruno	$729.29	$763.57	$763.57	4.064%	$ 31.03	$794.60
202	Adah Forbes	$459.32	$489.45	$510.37	4.064%	$ 20.74	$531.11
203	John Kaye	$747.56	$779.71	$779.71	4.064%	$ 31.69	$811.40
204	Donald Wilson	$549.87	$585.94	$610.99	4.064%	$ 24.83	$635.82

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205	Crystal Lynn Burt	$890.00	$923.82	$923.82	4.064%	$ 37.54	$961.36
206	Toni Janean Nicholson	$464.29	$494.75	$515.90	4.064%	$ 20.97	$536.87
207	Katie Ellen Rocco	$800.40	$922.04	$922.04	4.064%	$ 37.47	$959.51
208	Carlota Hernandez	$803.15	$844.91	$844.91	4.064%	$ 34.34	$879.25
209	Kevin Duggan	$800.70	$838.33	$838.33	4.064%	$ 34.07	$872.40
210	Maria Blasingame	$459.32	$489.45	$510.37	4.064%	$ 20.74	$531.11
211	Karen Sue Silva	$718.52	$765.65	$798.38	4.064%	$ 32.45	$830.83
212	Cheryll Ann Ford Heyer	$802.50	$840.22	$840.22	4.064%	$ 34.15	$874.37
214	Fernando Valdez	$766.70	$817.00	$851.93	4.064%	$ 34.62	$886.55
215	Jane Valdez	$437.34	$466.03	$485.95	4.064%	$ 19.75	$505.70
216	Leticia Heras Chavez	$516.94	$550.85	$574.40	4.064%	$ 23.34	$597.74
217	Amalia Rosales	$647.12	$689.57	$719.05	4.064%	$ 29.22	$748.27
218	Kimberlee Baker	$437.34	$466.03	$485.95	4.064%	$ 19.75	$505.70
221	Charles Owen Gaylor III	$749.00	$784.20	$846.94	4.064%	$ 34.42	$881.36
222	Arturo Garcia-Martinez	$799.23	$840.79	$840.79	4.064%	$ 34.17	$874.96
225	Eddie Coz	$826.10	$855.84	$855.84	4.064%	$ 34.78	$890.62
227	Gregory Priest	$791.73	$821.82	$821.82	4.064%	$ 33.40	$855.22
228	Kevin Fischer	$797.11	$838.56	$865.39	4.064%	$ 35.17	$900.56
229	David Brett Moore	$890.00	$890.00	$890.00	4.064%	$ 36.17	$926.17
231	Angel Jose Irazoqui	$735.00	$762.93	$762.93	4.064%	$ 31.01	$793.94
232	Juliet Collins	$717.10	$750.80	$750.80	4.064%	$ 30.51	$781.31
234	Amalia Valle	$687.61	$724.05	$750.12	4.064%	$ 30.48	$780.60
235	Robert Fernandes	$459.32	$489.45	$510.37	4.064%	$ 20.74	$531.11
236	Janet Louise Lindsley	$523.34	$557.67	$581.51	4.064%	$ 23.63	$605.14
237	Eric Carl Granofsky	$564.99	$602.05	$772.25	4.064%	$ 31.38	$803.63
238	Charles Barnum	$715.85	$746.63	$746.63	4.064%	$ 30.34	$776.97
239	Karyn Marie Wyatt	$729.29	$763.57	$824.66	4.064%	$ 33.51	$858.17
240	Ann Badeaux	$751.16	$790.22	$790.22	4.064%	$ 32.11	$822.33
241	Pedro Silvestre	$800.48	$830.90	$830.90	4.064%	$ 33.77	$864.67
242	Ralph Keith Chavez	$880.28	$926.05	$926.05	4.064%	$ 37.63	$963.68
243	Shirley Nelson	$721.20	$768.51	$801.36	4.064%	$ 32.57	$833.93
245	Charles Brown III	$811.23	$853.41	$880.72	4.064%	$ 35.79	$916.51

246	Donna Jenkins	$810.32	$848.41	$848.41	4.064%	$ 34.48	$882.89
248	John Ratliff	$771.03	$800.33	$800.33	4.064%	$ 32.53	$832.86
249	Mark Allan Stratton	$760.11	$940.00	$940.00	4.064%	$ 38.20	$978.20
250	Robert Leroy Lindsley	$853.07	$897.43	$897.43	4.064%	$ 36.47	$933.90
251	Elvira Munoz	$799.23	$840.79	$840.79	4.064%	$ 34.17	$874.96
252	Sergey Volkov	$771.03	$800.33	$800.33	4.064%	$ 32.53	$832.86
253	Magdalena Flores	$812.09	$847.01	$847.01	4.064%	$ 34.42	$881.43
254	Oscar Orlando Escobar	$742.61	$791.33	$891.17	4.064%	$ 36.22	$927.39
255	Philip Gates	$831.55	$874.79	$874.79	4.064%	$ 35.55	$910.34
256	Lisa Deynata	$796.78	$834.23	$834.23	4.064%	$ 33.90	$868.13
257	Kenneth LeRoy	$499.76	$532.54	$555.31	4.064%	$ 22.57	$577.88
258	Pedro Sergio Marquez	$890.00	$936.28	$1,011.18	4.064%	$ 41.09	$1,052.27
259	Natalia Meraz	$811.23	$853.41	$880.72	4.064%	$ 35.79	$916.51
260	Linda Alsbrook	$499.76	$532.54	$555.31	4.064%	$ 22.57	$577.88
261	Robert Hinrichs	$822.18	$853.42	$853.42	4.064%	$ 34.68	$888.10
262	Maggie OBrien	$742.61	$791.33	$825.16	4.064%	$ 33.53	$858.69
263	Para Fults	$797.11	$838.56	$865.39	4.064%	$ 35.17	$900.56
264	Miguel Leon-Feria	$800.40	$829.21	$829.21	4.064%	$ 33.70	$862.91
266	Michael Jones	$835.26	$874.52	$874.52	4.064%	$ 35.54	$910.06
268	Dennis Todd	$668.33	$712.17	$742.62	4.064%	$ 30.18	$772.80
269	Elvia Munoz	$727.95	$885.00	$885.00	4.064%	$ 35.97	$920.97
270	Sharon Adams	$564.99	$602.05	$627.79	4.064%	$ 25.51	$653.30
271	Paul Francis Robusto	$682.79	$727.58	$758.68	4.064%	$ 30.83	$789.51
272	Suzanne Ruth Abbott	$810.32	$940.00	$940.00	4.064%	$ 38.20	$978.20
273	Lorenzo Hinojosa	$797.11	$838.56	$865.39	4.064%	$ 35.17	$900.56
275	Rosemary Soto	$791.73	$821.82	$821.82	4.064%	$ 33.40	$855.22
276	Rodney Nielson	$730.87	$762.30	$794.89	4.064%	$ 32.30	$827.19
277	Priscilla Alcoser	$800.40	$829.21	$829.21	4.064%	$ 33.70	$862.91
278	Jennifer Nevin	$668.33	$712.17	$769.14	4.064%	$ 31.26	$800.40
279	Ellan Hayes	$459.32	$489.45	$510.37	4.064%	$ 20.74	$531.11

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DIRECTIONS:

Enter the information on all in-place transfer of a resident-owned mobilehomes in the park after July 1, 2020, or since the date of when the last rent increase application was deemed complete (whichever date is more recent). Please note the term "deemed complete" means when the Housing & Neighborhood Services staff deemed your previous application complete not when the Rent Review Board granted the increase. ,. "In-place transfer" means the transfer of the ownership of a mobilehome with the mobilehome remaining on the mobilehome lot following the transfer.

Final Space Rent - rent charged to the departing tenant for the final month of rent before the sale
Space Rent after Sale – rent paid by the new tenant for the first month after the sale
Park Average Space Rent - total amount of rent charged for all spaces in a mobilehome park occupied by a resident owned mobilehome, divided by the number of spaces in the park occupied by a resident owned mobilehome (calculated on the most recent annual rent control survey)

Use additional Sheets if necessary

Space #	Sale Date	Final Space Rent Before Sale ($)	Space Rent After Sale ($)	Park Average Space Rent	Current Lease Type (LT/RC)
20				10/13/23	
Before 8/27/24	7/17/24	677.29	795	676.44	LT Assumption
278	9/1/24	712.17	769.14	676.44	RC
269	10/1/24	765.80	885.00	715.05	LT Assumption
18	12/30/24	709.26	795.00	715.05	LT Assumption
141	4/2/25	698.20	772.25	715.05	RC
239	4/18/25	763.57	824.66	715.05	RC
104	4/1/25	739.64	798.81	715.05	RC
254	5/27/25	825.16	891.17	715.05	RC
37	5/12/25	673.68	772.25	715.05	RC
237	6/18/25	627.79	772.25	715.05	RC
120	7/3/25	763.57	824.66	715.05	RC
221	7/11/25	784.20	846.94	715.05	RC
258	8/29/25	936.28	1011.18	736.34	RC
25	8/29/25	725.00	795.25	736.34	RC
ncreaseApplication Deemed Comple					

OWNER'S AFFIDAVIT

I (We,) _____

Katie Morris

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

Signed: _____

Signature

_____

Park Owner/*Type or print name*

_____

Signature

Katie Morris

Representative/*Type or print name*

Mailing address: 301 E 17th St., Ste #208

Costa Mesa, CA 92627

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

September 22, 2025

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

Dear Resident:

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

This letter is to inform you about:

1) RESIDENT MEETING

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

2) RENT REVIEW BOARD HEARING

- Date: November 12, 2025 at 5 p.m.
- Location: City Council Chambers, 201 North Broadway, Escondido, CA 92025

3) HOW THIS MAY IMPACT YOU

- The park is requesting a **4.064%** increase
- Average Increase per space per month: $30.05
- Average Rent for rent controlled spaces after the increase: $769.51

4) WHERE TO RECEIVE MORE INFORMATION

- Attend the resident meeting on October 6, at 6:00 p.m.
- The application is available on the city's website, at your park's office and at the Housing and Neighborhood Services Division counter at City Hall during normal business hours. Monday – Friday 8 a.m. – 5 p.m.
- This letter serves as the residents notice allowing them 30 days to review the application and supporting documents, and submit written comments to City staff prior to the hearing, either through email or in person at 201 North Broadway, Escondido, CA 92025.
- Contact Carlos Cervantes at (760) 839-6265 or carlos.cervantes@escondido.gov

Sincerely,

Carlos Cervantes

Carlos Cervantes - Housing and Neighborhood Services Analyst Manager

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

22 de septiembre del 2025

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

Estimado Residente:

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

Esta carta es para infórmale de:

1) JUNTA DE RESIDENTES

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

2) AUDIENCIA DE COMISIÓN DE EVALUADORES DE RENTA

- Fecha = 12 de noviembre, a las 5pm
- Locación = En la Sala Consistorial del Municipio (City Council Chambers), 201 North Broadway, Escondido, CA 92025

3) COMO ESTO LE PUEDE AFECTAR A USTED

- El parque está solicitando un aumento de 4.064%
- Aumento promedio por espacio por mes = $30.05
- Renta promedia para espacios de renta controlado = $769.51

4) DONDE PUEDE RECIBIR MÁS INFORMATION

- Asistir la junta de residentes el 6 de octubre a las 6:00 p.m.
- La solicitud está disponible en el sitio web de la ciudad, en la oficina de su parque y en el mostrador de la División de Vivienda y Servicios al Vecindario en el Ayuntamiento durante sus horas de oficina normal. Lunes – viernes 8am-5pm.
- Esta carta sirve como notificación para los residentes, permitiéndoles 30 días para revisar la solicitud y los documentos de respaldo, y enviar comentarios por escrito al personal de la Ciudad antes de la audiencia, ya sea por correo electrónico o en persona en 201 North Broadway, Escondido, CA 92025.
- Contacte a Carlos Cervantes al (760) 839-6265 o carlos.cervantes@escondido.gov

Sinceramente,

Carlos Cervantes

Carlos Cervantes - Housing and Neighborhood Services Analyst Manager

ESCONDIDO
City of Choice

DATE: **OCTOBER 8, 2025**

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

FROM: **RUBEN HERNANDEZ, CODE COMPLIANCE SUPERVISOR**

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

Carefree Ranch Mobilehome Park was inspected on October 8, 2025 with the lighting inspection conducted on October 6, 2025. The code compliance inspection is required as part of the mobile home park's rent control application process. There were three general park violations and no lighting violations noted in the attached inspection report.

The resident meeting was held October 6, 2025 and was attended by ten residents, a park manager and five city employees. There was no code compliance case issues brought forth in the meeting.

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

ESCONDIDO
City of Choice

October 8, 2025

MOBILEHOME PARK RENT CONTROL
CODE COMPLIANCE INSPECTION REPORT

Park Name: Carefree Ranch Mobile Home Park
211 N. Citrus Ave.
Escondido, CA. 92027

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

Park Manager: Jim Younce **Phone:** (760) 207-9727

Inspection Date: 10-8-2025 **Inspector:** Stephen Jacobson

The following report is based on the inspection of the mobile home park conducted under provisions outlined in the California Code of Regulations, Title 25, Division I, Chapter 2 and the Escondido Zoning Code, Article 45. This inspection report only addresses health and safety issues that are related to arcas for which maintenance, repair and operations is the responsibility of the owners and managers of the part K

General Violations:

1. There are overgrown tree branches and vegetation encroaching into the roadway by space numbers 15, 23 & at the guest home. 25 CCR 1606(J)

Areas of the park requiring illumination per 25 CCR 1108:

(Lighting Inspection conducted the evening of 10-6-2025)

1. No lighting violations were found.

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

October 23, 2025

Carefree Ranch Mobilehome Park
211 N Citrus Ave
Escondido, CA 92027

RESIDENT NOTICE OF PUBLIC HEARING

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

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

A copy of the application is available for review at https://www.escondido.gov/240/Pending-Applications, or the Housing & Neighborhood Services Division at City Hall, 201 N. Broadway. A copy of the staff report will be available at the Housing counter five days prior to the hearing date.

The public hearing, previously scheduled for November 12, 2025, has been rescheduled. The new Rent Review Board hearing date is set for **November 5, 2025 at 5 p.m.** in the City Council Chambers, 201 N. Broadway, Escondido, CA 92025 to determine whether or not a rent increase will be granted for your park.

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

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

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

Sincerely,

Carlos Cervantes

Carlos Cervantes
Housing & Neighborhood Services Analyst I

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

23 de octubre del 2025

Carefree Ranch Mobilehome Park
211 N Citrus Ave
Escondido, CA 92027

AVISO PARA RESIDENTES DE AUDIENCIA PÚBLICA

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

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

Una copia de la aplicación está disponible para revisión en https://www.escondido.gov/240/Pending-Applications, o División de Vivienda y Servicios al Vecindario en el Ayuntamiento, 201 N. Broadway. Una copia del reporte del personal estará disponible en el mostrador de la División de Vivienda cinco días antes de la fecha de la audiencia.

La audiencia pública, programada anteriormente para el 12 de noviembre de 2025, ha sido reprogramada. La nueva fecha de la audiencia de la Junta de Revisión de Rentas se ha establecido para el 5 de noviembre de 2025 a las 5 p.m. en la Sala del Concejo Municipal, 201 N. Broadway, Escondido, CA 92025, para determinar si se otorgará o no un aumento de renta para su parque.

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

También puede enviar sus comentarios a Carlos Cervantes a carlos.cervantes@escondido.gov o llamar al 760-839-6265 y está información se incluirá en la presentación al Concejo Municipal.

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

Sinceramente,

Carlos Cervantes

Carlos Cervantes
Analista de Servicios de Vivienda y Vecindario I

ESCONDIDO
City of Choice

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

October 23, 2025

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

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

Dear Bart and Jim,

This "Notice" is to formally advise you that the violations noted in the rent control inspection report dated October 8, 2025 have been corrected.

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

Sincerely,

Ruben Hernandez
Code Compliance Supervisor

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

ESCONDIDO
City of Choice

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

October 23, 2025

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

Property Owner

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

Property Manager

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ESCONDIDO
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201 North Broadway, Escondido, CA 92025
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October 23, 2025

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C/o Bart J. Thomsen
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Sincerely,

Ruben Hernandez
Code Compliance Supervisor

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

STAFF REPORT

December 17, 2025
File Number 0800-40

SUBJECT

PL24-0091/PL24-0092/PL24-0093/PL24-0094/PL24-0095/PL25-0324 – THE MAPLE – DOWNTOWN SPECIFIC PLAN AMENDMENTS, DEVELOPMENT AGREEMENT, PLANNED DEVELOPMENT PERMIT, AND DESIGN REVIEW PERMIT

DEPARTMENT

Development Services Division, Planning Division

RECOMMENDATION

Request the City Council adopt the following Resolutions and Ordinance, approving the Project:

1. Adopt Ordinance No. 2025-13, (a) approving a Specific Plan Amendment, Development Agreement, Planned Development Permit (Master and Precise Plan) to facilitate construction of a 128 multi-family development, and (b) adoption of a Fifth Addendum to the FEIR 2012 General Plan Update, Downtown Specific Plan Update, and Climate Action Plan, including the revised Mitigation Monitoring and Reporting Program.

2. Adopt Resolution No. 2025-168, approving a Design Review Permit for construction of a 128 multi-family development project.

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

Presenter: Ivan Flores, AICP, Principal Planner

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

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido; Encourage Housing Development

FISCAL ANALYSIS

The Applicant will be responsible for payment of all Development Impact Fees. Furthermore, as detailed in the draft Development Agreement, the Applicant will be responsible for payment of an in-lieu fee of $109,827.00 related to the requested open space reduction, and $34,450 for tree plantings related to the Climate Action Plan Checklist.

CITY of ESCONDIDO

STAFF REPORT

PLANNING COMMISSION ACTION

On November 18, 2025, the Planning Commission voted to recommend approval of the project as conditioned. The applicant's counsel, David Ferguson with Lounsbery Ferguson Altona & Peak, LLP, provided detailed information about the project, and history regarding the adoption and vision of the Downtown Specific Plan ("DSP"). The Planning Commission briefly discussed the implications of state law as it pertains to off-street parking, specifically AB 2097; however, no substantive comments were provided by the Planning Commission.

Ultimately, the Planning Commission voted 4-0 (2 absences; 1 abstention) recommending that the City Council approve the project.

BACKGROUND

On April 1, 2024, John Stack ("Applicant"), on behalf of Kingsbarn Realty Inc., submitted an application for development of the parcel located at 137 W. Valley Parkway ("Property"), which is currently developed with a municipal parking lot ("Lot 1"). The Property is located within the Downtown Specific Plan (DSP) Area 9 (SPA 9) General Plan land use designation, and is zoned Specific Plan (S-P). The DSP identifies land use districts, which operate similar to zoning districts in that the Specific Plan's land use districts set permitted and conditionally permitted uses, as well as development standards such as setbacks, height, etc.; the Property is within the Historic District (HD) of the DSP.

ANALYSIS

The Applicant submitted an application consisting of a Specific Plan Amendment to amend the DSP to allow ground-floor residential uses and to establish a height overlay to increase the permitted number of stories from 4 to 5 and to increase the allowable height of buildings from 60'-0" to 65'-0"; a Development Agreement to transfer 50 dwelling units from the Downtown Density Credit Pool to the subject site and for a reduction in the required amount of open space, among other things; a Planned Development Permit to allow for a reduction in the required amount of open space, for construction of ground-floor residential units within the DSP, and utilization of tandem parking spaces; and a Design Review Permit for construction of 128 multi-family units ("Project"). The requested entitlements would permit and facilitate the development of a 128-unit multi-family building in the central area of the downtown. Table 1 provides a summary of their requested entitlements, and their intent (**Table 1 – Requested Entitlements**).

Table 1 - Requested Entitlements

Specific Plan Amendment	○ Allow ground-floor residential uses on the Property through a Planned Development Permit, where such ground-floor use is currently prohibited (Applicant request) ○ Establish a height overlay on the Property to increase the permitted maximum number of stories from 4 to 5, and

	increase the allowable height of buildings from 60'-0" to 65'-0" (Applicant request) ○ Ancillary, non-substantive text amendments to address the removal of Lot 1 as a municipal parking lot
Development Agreement	○ Transfer 50 units from the Downtown Density Credit Pool to the Property (Sec. II(B)(3) of the DSP) ○ Reduce the amount of required open space, and payment of an open space in-lieu fee (Sec. III(B)(6)(b) of the DSP) ○ Pay an in-lieu fee to demonstrate consistency with the Climate Action Plan checklist related to required number of trees (supportive of Measure C-9.1) (Applicant request)
Planned Development Permit	○ Permit ground-floor residential uses on the Property (subject to SPA approval) ○ Allow for 25% of the units to be provided with tandem off-street parking spaces (Sec. III(B)(1)(b) of the DSP) ○ Reduction of the required amount of open space (Sec. III(B)(6)(b) of the DSP)
Design Review Permit	○ Construction of a 128 multi-family unit project (Sec. VIII(1) of the DSP)

The Project includes several requests to amend the DSP; notwithstanding these requests, the Project complies with the development standards outlined in the DSP. The removal of the ground-floor office or retail requirement is not detrimental to the goals and vision of the DSP as it would facilitate the development of 128 multi-family units in the HD land use district which encourages high-density projects adjacent to existing retail and other commercial uses. The increase in allowable height will not conflict with surrounding properties or be inconsistent with the DSP because the specific plan envisions higher densities and taller buildings with the City's downtown; additionally, the increase in height is consistent with the overall height allowance in the specific plan. The building is designed in a manner that is consistent with the DSP design guidelines, and standards related to building orientation, massing, and material to create a pedestrian friendly environment.

The Project also includes a request for a Development Agreement which will allow for construction of the Project occur over a five-year time period, and includes minor modification to Maple Plaza as detailed in Exhibit "D" of the draft Development Agreement (see Exhibit "F" of Ordinance No. 2025-13). Furthermore, the Applicant will pay an in-lie fee due for the reduction in the amount of required open space, and pay a fee to demonstrate consistency with the Climate Action Plan as it pertains to the required number of trees per dwelling unit. The Development Agreement would provide guarantees to the Applicant to ensure they

can construct their Project as proposed, while also providing benefits to the City as it pertains to the aforementioned fees, and scope of work for Maple Plaza.

Finally, the Project includes a Planned Development Permit to allow, ground-floor residential uses, tandem units, and a reduction in the required amount of open space; and, a Design Review Permit for construction 128 dwelling units. The Project has been reviewed for conformance with the requirements of the DSP, and is consistent with the intent and purpose of Article 19 (Planned Development Zones) and Article 64 (Design Review) of the Escondido Zoning Code.

Following the Planning Commission hearing, the Applicant requested deletion of the following Engineering Conditions of Approval (COA):

1. General COA No. 9: A Continuing Encroachment Permit for this project's use of the Maple Street Plaza right-of-way for the Property Owner's required maintenance of storm water facilities, canopy and entrance improvements, and landscaping in the surrounding public rights-of-way must be applied for, and in conjunction, a perpetual liability insurance policy with the City as an additionally insured must be put in place shall be submitted for review and approval through the City's virtual plan review portal.

2. Street Improvements and Traffic COA No. 3: The existing traffic signal pole currently being used as a modified street light just to the west of the existing driveway apron off of Valley Parkway shall be removed and salvaged to the City Public Works yard and shall be replaced with an LED street light in accordance with Escondido Standard Drawing No. E-1-E.

3. Street Improvements and Traffic COA No. 4: The existing curb & gutter and sidewalk along the project's (northerly) side of the alley and the existing driveway apron off of the alley into the project site shall be completely removed and shall be replaced with either full height PCC curb and gutter or new 4-foot-wide PCC ribbon gutter across the proposed alley parking spaces.

4. Drainage COA No. 2: A minimum 18" RCP storm drain lateral will be required to serve the new proposed type B curb inlet along Valley Parkway curb line. This lateral and inlet shall be included with profiles on the public Improvement plans.

City staff reviewed the request, and found that item Nos. 9, 4, and 2 are no longer applicable, and were carryovers from the previous project that was proposed on Lot 1; however, City staff believes that the Project is still responsible for removing and replacing a street light along the Project's frontage. The City is not requesting that they relocate or remove the existing traffic signal pole, and instead the condition is limited to removing and replacing the street light with an LED street light in accordance with the City's Standard drawings.

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The Conditions of Approval included as exhibits to Resolution No. 2025-168 and Ordinance No. 2025-13 reflect the removal and retention of the aforementioned COAs.

Further analysis of the Project can be found within the Planning Commission staff report, dated November 18, 2025 (Attachment "1" – Planning Commission staff report, dated November 18, 2025).

ENVIRONMENTAL REVIEW

Pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has been certified, the lead agency is required to review any changed circumstances or new information to determine whether any of the circumstances under Public Resources Code section 21166 and CEQA Guidelines section 15162 require additional environmental review. City staff concluded that the Final Environmental Impact Report ("FEIR") prepared for the City's adopted 2012 General Plan, Downtown Specific Plan Update, and Climate Action Plan fully analyzed and mitigated all potentially significant environmental impacts, if any, that would result from approval of the Project, and therefore, no subsequent EIR or mitigated negative declaration was required. On that basis, City staff prepared a 5th Addendum for the changes ("Addendum No. 5"), pursuant to CEQA Guidelines section 15164 (see Exhibit "B" of Ordinance No. 2025-13).

City staff evaluated the current Project, and all aspects of the changes, in light of the standards for subsequent environmental review outlined in Public Resources Code section 21166 and CEQA Guidelines section 15162. The Project entails amendments to the Downtown Specific Plan, and construction of a 128-unit multi-family building. City staff conclude the drafted environmental document, the Fifth Addendum, may be used to fulfill the environmental review requirements of the current Project. The proposed Addendum No. 5 is appropriate pursuant to CEQA Guidelines section 15164 because only minor changes and additions to the Final EIR are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent or supplemental EIR pursuant to CEQA Guidelines sections 15162 and 15163. The proposed Addendum No. 5 concluded that there are no substantial changes to the circumstances under which the proposed Project is undertaken that would require major revisions to the Final EIR. There is no new information of substantial importance which was not known or could not have been known at the time the Final EIR was certified that shows the proposed Project would have significant effects not discussed previously; a substantial increase in severity of a previously identified significant impact; mitigation measures or alternatives previously found infeasible that would now be feasible and would substantially reduce one or more significant effects; or mitigation measures or alternatives which are considerably different from those analyzed in the Final EIR which would substantially reduce one or more significant effects on the environment. A revised mitigation monitoring and reporting program has been prepared for the Project and is included as Exhibit "C" to Ordinance No. 2025-13. Approval of the Project includes adoption of the revised mitigation monitoring and reporting program.

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The Project would not result in new or more severe impacts beyond those addressed in the Final EIR, and would not meet any of the conditions requiring further environmental review under State CEQA Guidelines Sections 15162 and 15163. No further analysis is required.

The Final EIR prepared for the 2012 General Plan, Downtown Specific Plan Update, and Climate Action Plan has been attached for consideration by the City Council as required by Section 15164(d) of the State CEQA Guidelines (Attachment "2" – 2012 General Plan FEIR).

CONCLUSION AND RECOMMENDATION

The Project includes a Specific Plan Amendment and Development Agreement, along with additional discretionary request, to facilitate the construction of a 128-unit multi-family building. As discussed throughout this staff report, the Project complies with the requirements of the Escondido Zoning Code, and with the General Plan policies included in the City's 2012 General Plan, and the Downtown Specific Plan. The Project would introduce additional housing in the Downtown area, and would provide the density necessary to activate Grand Avenue, and the businesses along it. The Project would further realize the vision of 5,275 residential units in the downtown by accessing the Density Credit Pool, and constructing an apartment complex in the heart of the City's Downtown.

Based on the analysis contained in this staff report, information as presented by the City staff during the public hearing, and the Planning Commission recommendation, planning staff recommends that the City Council adopt Ordinance No. 2025-13 and Resolution No. 2025-168, adopting the Addendum and revised Mitigation Monitoring and Reporting Program prepared for the Project, and approving the Project.

Motion as recommended by City staff: adopt Ordinance No. 2025-13 and Resolution No. 2025-168, approved the Project.

RESOLUTIONS

a) Resolution No. 2025-168
b) Resolution No. 2025-168 – Exhibit "A" – Legal Description
c) Resolution No. 2025-168 – Exhibit "B" - Project Plans
d) Resolution No. 2025-168 – Exhibit "C" – Factors to be Considered/Findings of Fact
e) Resolution No. 2025-168 – Exhibit "D" – Conditions of Approval

ORDINANCES

a) Ordinance No. 2025-13
b) Ordinance No. 2025-13 – Exhibit "A" – Legal Description
c) Ordinance No. 2025-13 – Exhibit "B" – Fifth Addendum to the FEIR 2012 General Plan, Specific Plan Update, and Climate Action Plan

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d) Ordinance No. 2025-13 – Exhibit "C" – Revised Mitigation Monitoring and Reporting Program
e) Ordinance No. 2025-13 – Exhibit "D" – Factors to be Considered/Findings of Fact
f) Ordinance No. 2025-13 – Exhibit "E" – Specific Plan Amendments
g) Ordinance No. 2025-13 – Exhibit "F" – Development Agreement
h) Ordinance No. 2025-13 – Exhibit "G" – Project Plans
i) Ordinance No. 2025-13 – Exhibit "H" – Conditions of Approval

ATTACHMENTS

a) Attachment "1"—Planning Commission staff report, dated November 18, 2025
b) Attachment "2"—Final Environmental Impact Report prepared for the 2012 General Plan update, Downtown Specific Plan update, and Climate Action Plan

STAFF REPORT

DATE: November 18, 2025
PL24-0091 – The Maple

PROJECT NUMBER / NAME: **PL24-0091/PL24-0092/PL24-0093/PL24-0094/PL24-0095/PL25-0324 – The Maple - Downtown Specific Plan Amendment, Development Agreement, Planned Development Permit, and Design Review Permit**

REQUEST: Recommend to the City Council approval of a project with a Specific Planning Area 9 (SPA) General Plan land use designation and within the Specific Plan (S-P) zoning district, consisting of: an Amendment to the Downtown Specific Plan removing the requirement for ground-floor retail or office on the first floor, establishing a height overlay on the subject property increasing the height limit from 60'-0 to 65'-0", and increasing the allowable number of stories from four to five; a Development Agreement to transfer 50 dwelling units from the Downtown Density Credit Pool to the subject site, and for a reduction in the required amount of open space, among other terms and conditions; a Planned Development Permit to allow for a reduction in the required open space pursuant to the Downtown Specific Plan, for the construction of ground-floor residential units, and utilization of tandem spaces; and a Design Review Permit for construction of 128 multi-family units ("Project"). The Project includes ancillary non-substantive text amendments to the Downtown Specific Plan for consistency purposes, as well as off-site improvements to Maple Plaza and right-of-way improvements. The request also includes adoption of the environmental document prepared for the Project.

PROPERTY SIZE AND LOCATION: The 1.04-acre site is located on the south side of W. Valley Parkway and is between North Broadway to the east and Escondido Boulevard to the west and is addressed as 137 W. Valley Parkway (Assessor's Parcel Number: 229-421-26-00)

APPLICANT: Kingsbarn Realty Inc.

GENERAL PLAN / ZONING: Specific Planning Area 9 (SPA9)/Specific Plan (S-P)

PRIMARY REPRESENTATIVE: John Stack

DISCRETIONARY ACTIONS REQUESTED: Specific Plan Amendment, Development Agreement, Planned Development Permit, and Design Review Permit

PREVIOUS ACTIONS: N/A

CEQA RECOMMENDATION: Recommend adoption of a Fifth Addendum to the Final Environmental Impact Report to the 2012 General Plan Update, Downtown Specific Plan Update, and Escondido Climate Action Plan

STAFF RECOMMENDATION: Recommend approval of the Project

REQUESTED ACTION: Adopt Resolution No. 2025-10 recommending that the City Council approve the Project, subject to conditions of approval.

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CITY COUNCIL HEARING REQUIRED: __X_YES ___NO

REPORT APPROVALS: _X_ Dare Delano, Assistant City Attorney

_X_ Veronica Morones, City Planner

BACKGROUND

On April 1, 2024, John Stack ("Applicant"), on behalf of Kingsbarn Realty Inc., submitted an application for development of the parcel located at 137 W. Valley Parkway ("Property"), which is currently developed with a municipal parking lot ("Lot 1"). The Property is located within the Downtown Specific Plan Area 9 (SPA 9) General Plan land use designation, and is zoned Specific Plan (S-P) (Attachment 1 – Aerial, General Plan land use, and zoning). The Downtown Specific Plan (DSP) identifies land use districts, which operate similar to zoning districts in that the Specific Plan's land use districts set permitted and conditionally permitted uses, as well as development standards such as setbacks, height, etc. The Property is located within the Historic Downtown (HD) land use district of the DSP. The Property is surrounded by a mix of commercial, and institutional uses as detailed in Table 1 (Table 1 – Surrounding Land Uses), and is fronted on three sides by public rights-of-way (Valley Parkway to the north, Maple Street Plaza to the west, and an alley to the south).

Table 1 - Surrounding Land Uses

	Land Use District	**Use**
North	Parkview District	City Hall
South	Historic Downtown District	Medical office
West	Historic Downtown District	Vacant commercial building
East	Historic Downtown District	Commercial buildings

Previous development proposal: On October 9, 2019, the City Council denied a request for a Development Agreement, and Master and Precise Development for a mixed-use development known as "Aspire." The previous application entailed a request to construct a six-story, mixed use structure containing 131 apartment units, approximately 4,289 square-feet of commercial space, underground parking, and an outdoor common area with a pool. The prior project design included a maximum height of approximately 67 feet with a tower element that extended up to 75 feet. The prior project also invoked State Density Bonus Law and included a density bonus through the provision of 28 affordable units.

The prior project's proponent filed a lawsuit against the City over the denial, resulting in a settlement agreement between the two parties. This agreement allowed for a new subsequent application for development on the Property by a different developer. The request before the Planning Commission is a new application for development consistent with the terms of the settlement agreement.

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SUMMARY OF REQUEST

The Applicant submitted a request to amend the Downtown Specific Plan (DSP) to modify two components of the existing specific plan:

1. To modify the allowed uses by allowing ground-floor residential uses on the Property via the Planned Development Permit process, where currently ground floor residential is prohibited;

2. To modify the allowable height requirements for only the Property by establishing a height overlay that would increase the allowable story limit up to five stories (whereas four is currently the maximum), and increase the allowable height for the Property from 60'-0" to 65'-0".

The Applicant also requests a Development Agreement to transfer 50 units from the Downtown Density Credit Pool to the Property, and to reduce the required amount of open space as permitted by the DSP; a Planned Development Permit to allow the ground-floor residential (following the proposed specific plan amendment); and a Design Review Permit as required by Article 64 (Design Review). The requested entitlements would permit and facilitate the development of a 128-unit multi-family building in the central area of the downtown. Table 2 below provides a summary of the requested entitlements and their intent (Table 2 – Requested Entitlements):

Table 2 - Requested Entitlements

Specific Plan Amendment	○ Allow ground-floor residential uses on the Property through a Planned Development Permit, where such ground-floor use is currently prohibited (Applicant request) ○ Establish a height overlay on the Property to increase the permitted maximum number of stories from 4 to 5, and increase the allowable height of buildings from 60'-0" to 65'-0" (Applicant request) ○ Ancillary non-substantive text amendments to address the removal of Lot 1 as a municipal parking lot
Development Agreement	○ Transfer 50 units from the Downtown Density Credit Pool to the Property (Sec. II(B)(3) of the DSP) ○ Reduce the amount of required open space, and payment of an open space in-lieu fee (Sec. III(B)(6)(b) of the DSP) ○ Pay an in-lieu fee to demonstrate consistency with the Climate Action Plan checklist related to required number of trees (Applicant request)
Planned Development Permit	○ Permit ground-floor residential uses on the Property (subject to SPA approval) ○ Allow for 25% of the units to be provided with tandem off-street parking spaces (Sec. III(B)(1)(b) of the DSP) ○ Reduction of the required amount of open space (Sec. III(B)(6)(b) of the DSP)

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Design Review Permit	○ Construction of a 128 multi-family unit project (Sec. VIII(1) of the DSP)

SUPPLEMENTAL DETAILS OF REQUEST

Standard		
1. Property Size:	1.04 acres (45,489 square feet)	
2. Number of Units:	128 dwelling units (78 base units + 50 units from the density credit pool)	
	Minimum Required	**Proposed**
3. Unit Size:	No requirement	Studios: 487 square-feet (sq. ft.) – 540 sq. ft. 1 bedroom: 664 sq. ft. – 712 sq. ft. 2 bedrooms: 915 sq. ft. – 1,039 sq. ft.
4. Density:	75 du/acre	123.08 du/ac
5. Lot Coverage/Floor Are Ratio:	None	94%
6. Building Height	60'-0"	61'-6"
7. Motor Vehicle Parking:	None[1]	113 off-street parking spaces
8. Bicycle Parking:	None	16 spaces
9. Setbacks:		
a. Front Yard:	At right-of-way or 14'-0" from curb	14'-0" from curb
b. Rear Yard:	0'-0"	0'-0"
c. Side Yard:	0'-0"	0'-0"
10. Open Space / Landscaping:	38,400 sq. ft.	24,900 sq. ft. = 8,121 (private balconies) + 16,869 (common recreational areas)[2]
11. Trees:	128	22[3]
12. Signage:	To be determined	Reviewed upon submittal of building permit

13. Trash:	Screened or in enclosure	Enclosure
14. Lighting:	To be determined	Comply with Article 35
15. Heating and Ventilation:	Roof mounted	Screened via parapets

[1]In accordance with Assembly Bill 2097, a local agency may not enforce minimum parking requirements for developments within ½ mile a Major Transit Stop.
[2]Pursuant to the DSP, an Applicant may propose up to a 50% reduction in the required amount of open space subject to an in-lieu fee.
[3]Pursuant to the Climate Action Plan Consistency Checklist, an Applicant may demonstrate consistency with the City's adopted Climate Action Plan by paying an in-lieu fee.

PROJECT ANALYSIS

1. General Plan Conformance:

   a. Housing Element and "No Net Loss"

   The City is taking steps to encourage, promote, and facilitate the development of housing consistent with policies 1.1 and 2.1 of the Housing Element of the General Plan, while accommodating the City's share of regional housing needs, consistent with Government Code section 65584. No Net Loss Law (Government Code section 65863) ensures development opportunities remain available throughout the planning period to accommodate a jurisdiction's Regional Housing Needs Allocation ("RHNA"), especially for lower- and moderate-income households. In general, jurisdictions cannot approve new housing at significantly lower densities or at different income categories than was projected in the Housing Element without making specific findings and identifying other sites that could accommodate these units and affordability levels "lost" as a result of the approval. The so-called "no net loss" provisions apply when a site is included in the jurisdiction's Housing Element's inventory of sites and is either rezoned to a lower residential density or is approved at a lower residential density than shown in the Housing Element. (Gov't Code § 65863(b)).

   The Property is <u>not</u> identified on the Suitable Sites Inventory (SSI) as detailed in the City's adopted Housing Element. Thus, the Project is not subject to the provisions of No Net Loss. However, any units constructed as a part of a housing development approval on sites not identified on the SSI count toward the City's regional housing need ("RHNA"). Therefore, approval and subsequent construction of the proposed Project would result in 128 market-rate units counting toward the City's sixth cycle RHNA.

   b. Density

   The Project site currently permits up to 75 dwelling units per acre. As detailed in Table 3, the Project's density is 123.08 dwelling units per acre.

Table 3 – Density Calculation

Density Calculation

Base Density (permitted under zoning):	75 dwelling units per acre x 1.04 acres	78 dwelling units
Density Transfer Program	Transfer of 50 units from the credit pool	50 dwelling units
Total Amount of Units Proposed: 128 dwelling units (123.08 du/acre)		

As further discussed in section 7.a under "Analysis," the Project includes a request to participate in the Density Transfer Program (DTP) which would allow the Project to act as a "receiving" area; in other words, units would be transferred from the credit pool to the subject site to achieve the proposed density. The DTP permits an exceedance of established densities on a case-by-case basis subject to a Planned Development Permit and Development Agreement, subject to review and approval by the City Council. The intent of the DTP is to ensure that the full buildout of 5,275 units can be achieved in the DSP.

c. Refer to Attachment 2 for General Plan Consistency Analysis.

2. Specific Plan Conformance:

The downtown is envisioned as a dynamic, attractive, and economically vital city center with a range of densities, and mix of uses to create a "18-hour" atmosphere. The intent of the DSP is to implement the goals and policies set forth in the City's 2012 General Plan, which recognizes the transitioning of the downtown into a more urban environmental involving taller structures, and buildings constructed along the street edge. As summarized in Table 2 - Requested Entitlements, the Project includes a request to amend the DSP to facilitate the development of the Project; specifically, the request is tied to an increase in height allowances, and to permit ground-floor residential uses whereas ground-floor retail or office is required with residential above.

The City has received request for other projects in the DSP to remove the ground-floor retail or office requirement to facilitate development of standalone residential uses, specifically the Rowan, Quince Senior Housing, and Palomar Heights. Despite the removal of this requirement, the Project, if approved, would not impede the goals and visions of the DSP in that, the Project would result in an increase in density adjacent to a commercial corridor (i.e., Grand Avenue) which would add to the economic viability of the downtown. Furthermore, the increased density on the Property is consistent with the vision of the Historic Downtown (HD) land use district, which encourages new developments, higher densities, and residential opportunities adjacent to entertainment, retail, and professional offices.

The DSP currently establishes a height limit of 85'-0" and 6 stories throughout the downtown area; and, the Property currently allows 60'-0" and 4 stories. The Project includes a request to increase the height allowance from 60'-0" to 65'-0" and from 4 to 5 stories. The Project would include a total maximum overall height of 61'-0" and will be 5 stories, and has been designed to comply with the design policies, standards, and guidelines of the DSP. In order to achieve the requested density, the Project includes a request to allow an additional story above what is currently permitted; however, this increase in height and density is consistent with the goals and visions of the DSP.

3. Climate Action Plan Consistency:

The Applicant prepared a Climate Action Plan (CAP) Consistency Checklist because the proposed Project exceeds the CAP's identified threshold established for multi-family housing units of 55 units. The first step in filling out the CAP checklist is to determine if a Project exceeds the screening thresholds established by the CAP. If the screening threshold is exceeded, then an applicant can demonstrate consistency with the CAP by incorporating applicable Greenhouse Gas Emission (GHG) reduction measures outlined in the CAP checklist. The City's Climate Action Plan is a certified GHG emissions reduction plan and provides a streamlined review process for the GHG emissions analysis of proposed new development projects; in other words, projects that demonstrate consistency with the CAP via the checklist may not need to prepare a project-specific analysis.

The Applicant's CAP Consistency Checklist identifies the applicable GHG reduction measures, and all applicable measures are incorporated within the draft conditions of approval (see conditions of approval E.3.a – E.3.3 in Exhibit "G" of Attachment 6). In order to ensure compliance with Measure C-9.1, the Applicant will pay an in-lieu fee of $34,450 as detailed in the draft Development Agreement. Measure C-9.1 requires multi-family developments to provide one tree per unit; however, it acknowledges that high-density urban development may be unable to meet the tree requirement and allows for an in-lieu payment. The in-lieu fee is based on the cost of a 15-gallon tree, and amounts to approximately $325.00 per tree. This fee is based off of the average cost of a tree for City projects; however, the fee does not include the cost of labor, etc. that are typically associated with City projects. The Development Agreement clarifies that the intent of the fee is to provide funding for the planting of trees throughout the City with a priority placed on the downtown.

4. Site Design

a. Grading, topography, retaining wall, and fencing:

The Project requires minimal grading due to the flat topography of the site, and will require the excavation of 1,400 cubic yards for the Project. The elevation of the site is approximately 649.13, and according to the grading plans the finish floor (i.e., floor surface of the building) will be 649.00 indicating very minimal grading work to the site.

b. Project Access and Circulation:

Primary project access for pedestrian and vehicles will be along W Valley Parkway via entrances into the lobby, and into the parking structure on the first floor. The existing driveway along W Valley Parkway will be maintained, and access will be provided via a rolling door. Two-way drive aisles approximately 24'-6" in width are provided within the parking structure to accommodate the flow of traffic. Pedestrian access is provided along two points on W Valley Parkway, one entrance is centrally located and the other is located at the corner of Maple Plaza and W Valley Parkway. Pedestrian access into the lobby is also provided within the parking structure.

c. Building Orientation:

The building is oriented along the street-edge of W Valley Parkway, and is consistent with the DSP's "Building Orientation Policy," in that the building is located at the right-of-way thus establishing a strong connection with the public realm. Additionally, the elevation along W Valley Parkway incorporates varying facades along the street edge, and incorporates large display windows which are encouraged by the DSP. The Project also includes improvements to the sidewalk which includes enhanced concrete pavers near the entrance, and landscaping.

d. Open Space and Landscaping

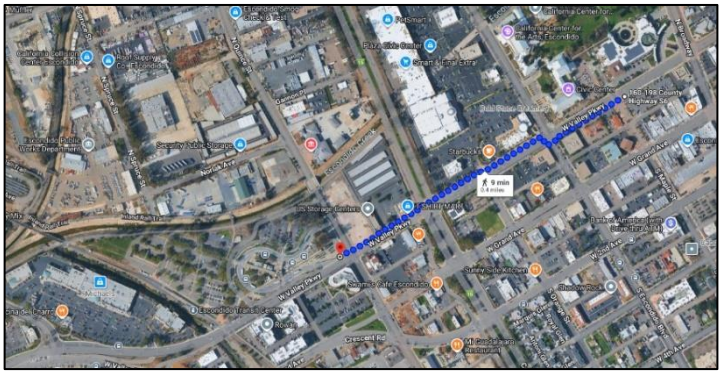
As detailed in the "Supplemental Details of Request," the DSP requires projects to provide 300 square-feet (sq. ft.) of open space per each dwelling unit, thus the Project is required to provide 38,400 square-feet of open space to meet this requirement. The DSP does allow for a reduction in the required open space as long as it doesn't exceed 50% of the required open space, and if the Project pays an in-lieu fee or provide publicly accessible open space on-site. An earlier version of the Project included improvements to Maple Plaza; however, after further discussion with City staff, and in light of the recent Grand Avenue project, it was determined that improvements to Maple Plaza would be limited to relocation of existing features, and removal of the center tree well in order to service the Project (see Exhibit "D" of the Development Agreement attached to Resolution No. 2025-10).

The Applicant intends to pay an in-lieu fee of $109,827 to meet their open space requirement, and will provide 24,900 sq. ft. of open space through a combination of private areas directly accessible from units, and common areas consisting of lounge areas, pool/spa, turf areas, fire pits, BBQ areas, and other various amenities.

e. Parking:

Regulatory Framework: Assembly Bill 2097 (AB 2097) amended Government Code 65585 and established Section 65863.2 which prohibits public agencies or cities from imposing a minimum automobile parking requirement on most development projects located within a half-mile radius public transit. Projects located within a half-mile of public transit are generally eligible for the automobile parking reduction provided by AB 2097, which includes waiving up to 100% of all required parking. Potentially eligible project types include residential, commercial, and industrial projects, but does not include hotels, motels, bed and breakfast inns, or other transient lodgings.

Figure 1 – Aerial Confirmation



The Project consists of a residential development on a site located within one-half mile of "Public Transit" which constitutes a "Major Transit Stop" as defined in Public Resources Code Section 21155. Government Code section 21064.3 defines a "Major Transit Stop" as an "an existing rail or bus rapid transit station" and City staff confirmed the Escondido Transit Center located at the intersection of Quince

and W. Valley qualifies as such (Figure 1 – Aerial Confirmation). Therefore, the proposed Project qualifies under AB 2097 and may request a reduction in required parking mandated under the DSP (Figure III-3 of the DSP).

Pursuant to the parking standards in the DSP, the proposed Project must provide 226 parking spaces; however, the Project Applicant invoked Government Code 65863.2 and requests no required parking for the Project due to the site's proximity to a Major Transit Stop. The Applicant does include as part of their proposal 113 on-site parking spaces—all of which would be considered as excess parking based on application of 65683.2. Further, while not required by Government Code 65863.2, the Applicant prepared an updated parking study for the Project which is discussed below in detail.

The Project also includes a request to utilize tandem parking spaces. The use of tandem spaces requires a Planned Development Permit, and cannot be provided for more than 25% of the residential units. The Applicant proposes 21 tandem spaces, and does not exceed the threshold established by the DSP.

5. Building Design:

    a. Building Height, Mass, and Scale:

The building's primary elevation will face W Valley Parkway in that primary access to the building will be provided via a driveway into the parking garage, and pedestrian access is provided into the building at two points along the building's frontage. As discussed in the "Summary of Request," section of the staff report, the Project includes a SPA to increase the allowable height from four to five stories, and from 60'-0" to 65'-0"; however, the building is designed to only be 61'-0" in height with several features (e.g., elevator shafts and screening features) in excess of the 65'-0" height limit. Pursuant to Section 33-1075 (Permitted structures in excess of height limit) of Article 56 (Miscellaneous Development Standards), elevator shafts and other screening devices may exceed the height limit established by the underlying zone, provided that no portion of that area shall be used for sleeping or eating quarters.

The Property currently permits 60'-0" while 85'-0" is the tallest permitted in the DSP. While the Project does include a request for an additional height allowance, the additional height allowance would not be detrimental to surrounding properties in that building's massing has been designed in a manner that is consistent with the design policies, standards and guidelines of the DSP. The building incorporates varying façade planes by providing a separation between buildings via a walkway, and balconies to avoid a box-like appearance. Additionally, the balconies are recessed and provide additional visual relief along W Valley Parkway.

    b. Residential Floor Plans:

The Project includes three different floor plans ranging from studios to 2-bedrooms. Approximately 19 units will be comprised of studio (15% of total units); 62 units will be 1-bedrooms (48% of total units); and, 47 will be 2-bedrooms (37% of total units). Unlike the Escondido Zoning Code, the DSP does not require a minimum sq. ft. for each unit. The mix of residential floor plans will offer a range of housing opportunities for future residents. All units contain space for a washer/dryer. Additionally, 80 cubic feet of storage is

provided to all units as required by the DSP. The private storage is located throughout the building, and in overhangs above the parking stalls.

c. Building Materials:

The primary material for the building will be cement plaster; however, secondary materials include wood elements for the balconies, and aluminum railings and screenings. The colors range from green, beige, and white as the primary color choice. The use of white on the ground level distinguishes the entrance to the lobbies from the residential uses on upper floors, and further encourages a pedestrian oriented environment by breaking up the massing of the various floors that comprise the building.

Furthermore, the Project includes a public art piece on the east elevation (facing Broadway), and includes artwork along the alley. Per the terms of the Development Agreement, the Applicant will be responsible for submitting for review and/or approval of the artwork prior to issuance of a building permit. The provision of public art is consistent with the goals and policies of the DSP in that the public art is encouraged as it improves the walkability and pedestrian connections in the downtown.

6. Specific Plan Amendments

As shown in Table 2 – Requested Entitlements, the Project includes request to amend several exhibits within the DSP document. The existing and proposed exhibits are provided in Attachment 4 – Specific Plan Amendment, and the clean edits are included as Exhibit "C" to Resolution No. 2025-10.

Height Overlay

As part of the Specific Plan Amendment (SPA) requested, the proposed Project would establish a height overlay on the Property. The height overlay would allow for an increase in the maximum number of building stories--from four to five--and increase in the maximum height--from 60'-0" to 65'-0". Under the proposed design, the proposed building's maximum height would be approximately 61'-0" and 5 stories. The height allowance is necessary for the Project due to the inclusion of an additional story over the permitted 4 stories. Therefore, approval of the SPA would establish new maximums for this site related to height; however, the Applicant does not propose to maximize their design to the proposed allowances. There are portions of the proposed building that would exceed the proposed 65'-0" height limit established by the overlay; however, those elements consist of elevator shafts and screening parapets which are already permitted to exceed the maximum height limits established by the DSP pursuant to Section 33-1075 (Permitted Structures in Excess of Height Limits) of Article 57 (Miscellaneous Development Standards).

Removal of ground floor retail or office requirement

There are several areas throughout the DSP that require a ground floor retail or office component with residential uses on the second floor. The Applicant request a removal of this requirement, and to allow ground floor residential uses through the Planned Development Permit process. The first floor of the proposed Project would consist of a leasing office, and parking structure for the development which would be ancillary to the residential uses on the second floor. The DSP already has this allowance in other areas of the downtown; however, the Property currently requires an office or retail component on the first floor.

Over the past several years, the City has received similar request to remove this requirement for ground-floor retail or office, specifically the Quince Senior Housing Project, the Rowan, and Palomar Heights. In an effort to retain the potential for mixed use projects in the DSP, the City has amended the DSP to allow for interim ground-floor residential uses which requires potential applicants to design the first floor of their buildings to accommodate commercial uses to allow potential conversions of residential units to commercial spaces. The removal of this requirement will not conflict with the vision of the DSP due to the proximity of existing businesses along Grand Avenue; and while the Project is not a mixed-use project, it will result in an increase in density within the downtown thus contributing to its economic viability.

7. Development Agreement

a. *Density Credit Pool*

The Applicant has requested a Development Agreement with the City to transfer 50 units from the Downtown Density Credit Pool ("Credit Pool"). On May 8th, 2019, the City Council adopted Ordinance No. 2019-06 which established the Downtown Density Transfer Program and allows for the transfer of units from underutilized parcels (sending areas) to a credit pool that is managed by the Planning Division. The intent of the transfer program is to ensure that full buildout and vision of the Downtown Specific Plan can be achieved.

Applicants may exceed permitted densities on a site (receiving areas) through this program by way of a Development Agreement and Planned Development Permit (or other agreement approved by the City). The Project includes a Development Agreement for various reasons, and is the appropriate agreement for this request; in some cases, a project may not need a Development Agreement and would enter into a Density Transfer Agreement, along with the requested entitlements. The Credit Pool currently has approximately 982 units deposited, and only 37 units have been withdrawn since its inception. If the Project is approved, 932 units would remain in the Credit Pool.

b. *Open Space Reduction*

The Development Agreement also includes a request to reduce the required amount of open space for the Project. As detailed in the "Supplemental Details of Request," 38,400 sq. ft. is the required amount of open space; however, the Project only includes 24,900 sq. ft (approximately 194 sq. ft. of open space per unit). The DSP allows for a reduction in the required amount of open space through two methods: payment of an in-lieu fee or construction of a publicly accessible plaza. While these methods are explicitly called out as acceptable to reduce the amount of required open space, the language in the DSP does lend support for alternative methods. The reduction in open space is only permitted up to 50% of the required amount, and the Applicant does not exceed that threshold.

The Applicant request the reduction in open space due to the high-density nature of the Project, and similar request have been granted by the City. While the Project does not provide the required amount of open space, the Applicant has provided most units with a patio or balcony that meets the requirements (i.e. five feet in all directions) which not only serve as an amenity to residents, but also as a design element that encourages an active streetscape e.g. balconies adjacent to W Valley Parkway. Collectively, the Project provides functional common and private open space areas that enhance the quality of life for the occupants; furthermore, the Project is located adjacent to Grape Day Park which will serve as

additional open space for the residents. This request further highlights the challenges developers face when constructing projects in an urban area while also seeking to meet the requirements of the DSP. A list (Table 3 – Open Space Constraints) of Projects constructed, under construction, or entitled has been provided for additional context regarding this request:

Table 3 – Open Space Constraints

Project	Location	Density (Units/Acre)	Unit Count	Open Space (Per Unit) *:
Latitude II (Alcove)	610 N. Centre City Parkway	32.6	112	245 sq. ft.
Gateway Grand	700 W Grand Avenue	48.6	126	303 sq. ft.
Latitude 3	439 W Washington Ave	70.7	82	229 sq. ft.
City Plaza	300 S. Escondido Blvd	68.8	55	310 sq. ft.
555 W Grand	555 W Grand Ave	79.8	32	257 sq. ft.
The Ivy	343 E 2nd Avenue	126.7	127	171 sq. ft.
Quince Senior Housing	220 N. Quince Street	98.6	145	254 sq. ft.
Palomar Heights	555 E valley Parkway	36.9	510	300 sq. ft.
The Maple	**137 W Valley Parkway**	**123**	**128**	**194 sq. ft.**

As shown in Table 3, projects proposing up to 70 dwelling units per acre are unable to achieve the 300 sq. ft. requirement of the DSP. Unlike the other projects identified in the aforementioned table, this Property has the benefit of being within walking distance of Grape Day Park which is approximately 9 acres, and is ample enough open space for future residents to enjoy; furthermore, activation of Grape Day Park is encouraged by the DSP.

The Applicant will pay an in-lieu fee $109,827 which will allow the City to use the fees for Open Space citywide. As permitted by the DSP, payment of the in-lieu fee, in addition to not exceeding the 50% reduction, would demonstrate compliance with the open space requirement of the DSP.

c. Lot 1 Parking

While not a requirement of the Escondido Zoning Code or DSP, the Applicant prepared an updated parking study to analyze the loss of public parking spaces due to the development of the Project, and the potential demand of users of the Project. A parking study was completed by Walker Consultants for the previous project, and a revised study was provided in support of this Project (Attachment 5 – Walker Study, *dated November 11, 2025).* The parking study area generally looked at the properties bounded by Escondido Boulevard, Woodward Avenue, W 3rd Avenue, and Kalmia Street; furthermore, parking

inventory included both publicly owned parking and privately owned, but publicly accessible parking. As a result of the study, it was determined that approximately 42% of the total 2,339 parking spaces that were included in the study were occupied during the peak hour (1:00 PM on a Weekday) while 1,497 spaces were available in the study area. Additionally, the study found that a majority of users of Lot 1 during the weekday tend to be local government employees or employees of surrounding businesses as they found that the length of stay for a vehicle in Lot 1 tended to be longer than four hours.

Based on the results of the study, there appears to be sufficient parking for surrounding businesses in the form of off-street private and public parking.

FISCAL ANALYSIS

The Applicant will be responsible for payment of all Development Impact Fees. Furthermore, as detailed in the draft Development Agreement, the Applicant will be responsible for payment of an in-lieu fee of $109,827.00 related to the requested to open space reduction, and $34,450 for tree plantings related to the Climate Action Plan Checklist.

ENVIRONMENTAL ANALYSIS

Pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has been certified, the lead agency is required to review any changed circumstances or new information to determine whether any of the circumstances under Public Resources Code section 21166 and CEQA Guidelines section 15162 require additional environmental review. City staff concluded that the Final Environmental Impact Report ("FEIR") prepared for the City's adopted 2012 General Plan, Downtown Specific Plan Update, and Climate Action Plan fully analyzed and mitigated all potentially significant environmental impacts, if any, that would result from approval of the Project, and therefore, no subsequent EIR or mitigated negative declaration was required. On that basis, City staff prepared a 5th Addendum for the changes ("Addendum #5"), pursuant to CEQA Guidelines section 15164 (see Exhibit "E" of Attachment 6).

City staff evaluated the current Project, and all aspects of the changes, in light of the standards for subsequent environmental review outlined in Public Resources Code section 21166 and CEQA Guidelines section 15162. The Project entails amendments to the Downtown Specific Plan, and construction of a 128-unit multi-family building. City staff conclude the drafted environmental document, the Fifth Addendum, may be used to fulfill the environmental review requirements of the current Project. The proposed Addendum #5 is appropriate pursuant to CEQA Guidelines section 15164 because only minor changes and additions to the Final EIR are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent or supplemental EIR pursuant to CEQA Guidelines sections 15162 and 15163. The proposed Addendum #5 concluded that there are no substantial changes to the circumstances under which the proposed Project is undertaken that would require major revisions to the Final EIR. There is no new information of substantial importance which was not known or could not have been known at the time the Final EIR was certified that shows the proposed Project would have significant effects not discussed previously; a substantial increase in severity of a previously identified significant impact; mitigation measures or alternatives previously found infeasible that would now be feasible and would substantially reduce one or more significant effects; or mitigation measures or alternatives which are considerably different from those analyzed in the Final EIR which would substantially reduce one or more significant effects on the environment.

The Project would not result in new or more severe impacts beyond those addressed in the Final EIR, and would not meet any of the conditions requiring further environmental review under State CEQA Guidelines Sections 15162 and 15163. No further analysis is required.

The Final EIR prepared for the 2012 General Plan, Downtown Specific Plan Update, and Climate Action Plan has been attached for consideration by the Planning Commission as required by Section 15164(d) of the State CEQA Guidelines (Attachment 3 – 2012 General Plan FEIR).

PUBLIC INPUT

Pursuant to Article 61 (Administration and Enforcement) of the Escondido Zoning Code, approximately 55 notices of the public hearing were mailed on November 03, 2025; furthermore, the Notice of Public Hearing was published in the Times-Advocate on November 06, 2025. As of the date of publication of this staff report, one public comment has been received.

CONCLUSION AND RECOMMENDATION

The Project includes a Specific Plan Amendment and Development Agreement, along with additional discretionary request, to facilitate the construction of a 128-unit multi-family building. As discussed throughout this staff report, the Project complies with the requirements of the Escondido Zoning Code, and with the General Plan policies included in the City's 2012 General Plan, and the Downtown Specific Plan. The Project would introduce additional housing in the Downtown area, and would provide the density necessary to activate Grand Avenue, and the businesses along it. The Project would further realize the vision of 5,275 residential units in the downtown by accessing the Density Credit Pool, and constructing an apartment complex in the heart of the City's Downtown.

Based on the analysis contained in this staff report, and as presented by the City staff during the public hearing, Planning staff recommends that the Planning Commission adopt Resolution No 2025-10 recommending that the City Council approve the Project as conditioned.

Motion as recommended by City staff: Adopt Resolution No. 2025-10 recommending that the City Council approve the Project, as conditioned, and adopt the Fifth Addendum prepared for the Project.

ATTACHMENTS

1. Aerial, General Plan, and Zoning
2. General Plan Consistency Analysis
3. Final Environmental Impact Report prepared for the 2012 General Plan Update, Downtown Specific Plan Update, and Climate Action Plan
4. Specific Plan Amendments
5. Walker Study, dated November, 11, 2025
6. Draft Planning Commission Resolution No. 2025-10 including Exhibits "A" – "H"

Exhibit “A” – Legal Description
Exhibit “B-1” – Architectural Plan Set
Exhibit “B-2” – Landscape and Civil Plan Set
Exhibit “C” – Specific Plan Amendments
Exhibit “D” – Draft Development Agreement
Exhibit “E” – Fifth Addendum to the FEIR prepared for the 2012 General Plan Update, Downtown Specific Plan Update, and Climate Action Plan
Exhibit “F” – Factors to be considered/ Findings of Fact
Exhibit “G” – Conditions of Approval
Exhibit “H” – Revised Mitigation Monitoring and Reporting Program

CITY of ESCONDIDO

STAFF REPORT

Attachment 1

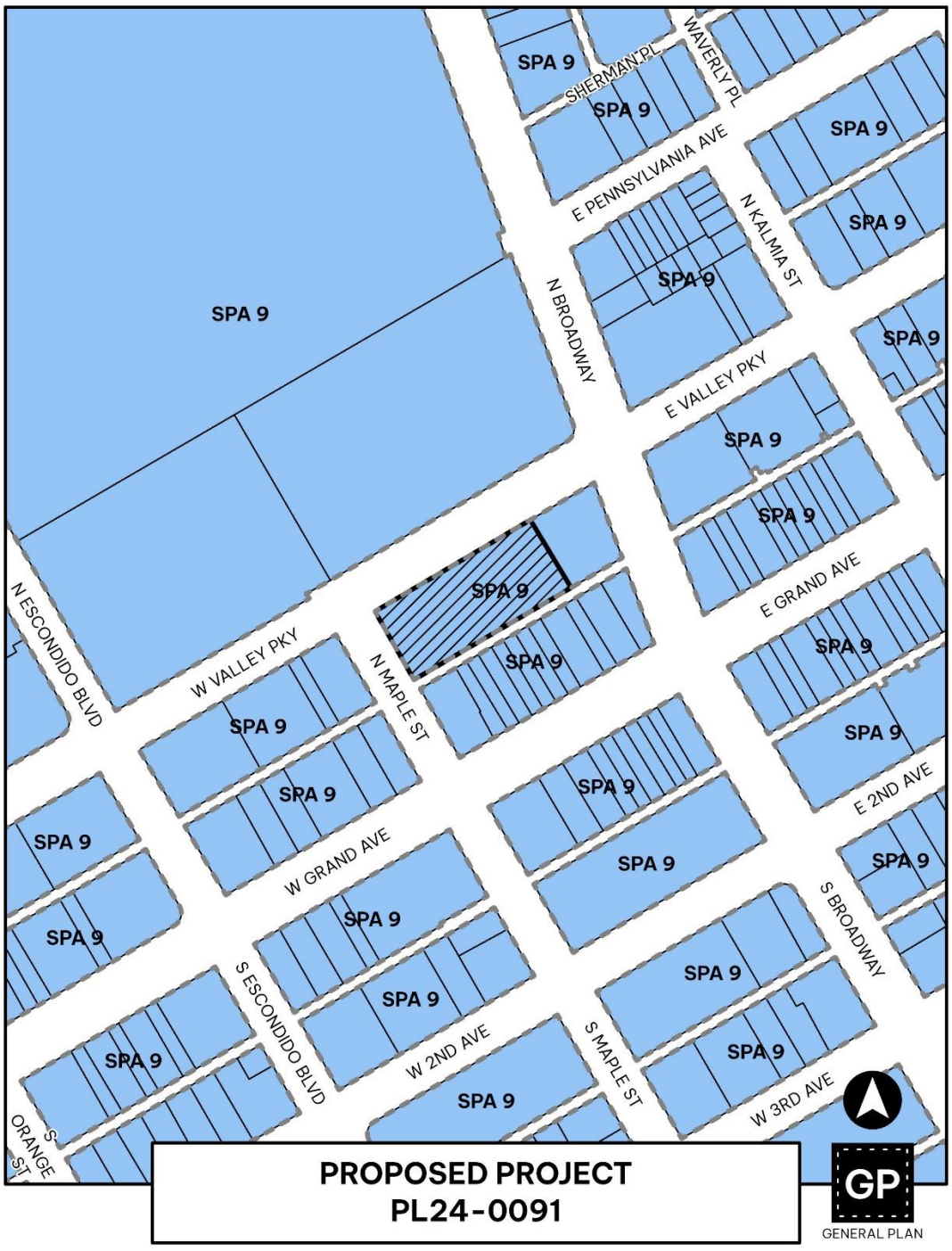
Aerial, General Plan, and Zoning

PROPOSED PROJECT
PL24-0091

A
AERIAL

CITY of ESCONDIDO

STAFF REPORT



CITY of ESCONDIDO

STAFF REPORT

Attachment 2

General Plan Consistency Analysis

Land Use and Community Form Element	
Policy	**Response**
Community Character Policy 1.3 Focus development into areas where land use changes achieve the community's long-term goals. Facilitate development that is consistent with the build out vision for each area through incentive programs and efficient administrative and discretionary approval processes for plot plans, Planned Developments, Area Plans, Specific Plans, and Zoning Overlays.	The Project includes a request to participate in the Density Transfer Program (DTP) that is established in the Downtown Specific Plan (DSP) to incentivize development in the City's downtown area. By participating in the DTP, the Project ensures that the overall vision of the DSP which includes eventual buildout of 5,275 units will come to fruition, and will contribute to the long-term economic viability of the downtown.
Community Character Policy 1.7 Incorporate iconic signage, artwork, landscaping and/or architecture characterized as uniquely Escondido at gateway locations to define a sense of entry and strengthen community identity.	The Project includes a public art piece on the east elevation of the building, and art pieces along the alley. The public art piece will require further review and approval by the Public Arts Commission ensuring that the artwork contributes to the community's identity.
Community Character Policy 1.8 Require development projects to locate and design buildings, construct energy and water efficient infrastructure, reduce greenhouse gas emissions, enhance community livability and economic vitality, and implement other practices contributing to sustainable resources.	The Project is located approximately .04 miles east of the North County Transit District and provides less than the required parking due to AB 2097 which prohibits agencies from enforcing parking minimums. This reduced parking encourages alternative modes of transportation, such as the Sprinter. Furthermore, the Project incorporates all applicable measures of the CAP Checklist which include compliance with Title 24 of the California Building Code, and installation of all electric appliances.
Community Character Policy 1.9 Promote development in downtown, at transit stations, and other key districts to accommodate a mix of land uses and configure uses to promote walkabilty, bicycling, and transit uses, reducing the need for the automobile	The Project is located within the DSP and is approximately .04 miles east of the North County Transit District terminal, and is located within the Historic District (HD) of the DSP. The DSP encourages high density development adjacent to the HD to support surrounding commercial businesses. Additionally, the Project is located on W Valley Parkway which contains a Class IV separate bikeway on the northern end thus further encourage bicycling and reducing reliance on automobiles for transportation.
Land Use Zoning Policy 2.2 Apply zoning overlays to implement specific standards, regulations and guidelines that further advance General Plan	The Project includes a Specific Plan Amendment to establish a height overlay on the subject property to increase the allowable number of stories from 4 to 5, and increase the height from

policies and city programs for development within Land Use Area Plans and Specific Plans.	60'-0" to 65'-0". The Specific Plan Amendment Is limited to the DSP, and would facilitate a development that is consistent with the vision of the DSP in that it would introduce a high-density project adjacent to the City's downtown, and in proximity to the transit center.
Land Use Zoning Policy 2.4 Consider locational and operational characteristics of existing and proposed land uses, as well as the surrounding zoning patterns, when establishing zoning and overlay designations to ensure compatibility and appropriateness.	The Project's Specific Plan Amendment would establish a height overlay on the subject property, and would be compatible with surrounding structures in that the increase in height is limited to an additional story, and 1'-0" whereas the maximum height limit is 60'-0". The Project has been designed in compliance with the DSP design guidelines, and standards, and would not be inconsistent with anticipated development in the downtown area.
Neighborhood Maintenance & Preservation Policy 4.3 Integrate pedestrian-friendly features, promote walkability, and work with residents to enhance existing neighborhood character and aesthetics.	The Project has been designed to create a pedestrian-scale environment, and activates the streetscape by orienting the building's primary elevation, and balconies along the street edge. Additionally, the Project includes enhanced pavers along the right of way to create an enhanced streetscape.
Mobility and Infrastructure Element	
Pedestrian Network Policy 3.7 Encourage and support the development of pedestrian-friendly mixed-use, commercial, transit-oriented, and multi-tenant office districts with active, accessible, connected, and unique public spaces that promote walking.	The Project is not a mixed-use project; however, it is transit-oriented in that the Project site is located approximately .4 miles east of the NCTD transit station, and is across from a protected bike path. The Project would encourage additional use of the bike path, and encourage alternative modes of transportation.
Pedestrian Network Policy 3.5 Promote walking and improve the pedestrian experience by requiring pedestrian facilities along all classified streets designated on the Circulation Plan; implementing streetscape improvements along pedestrian routes that incorporate such elements as shade trees, street furniture, and lighting; orienting development toward the street; employing traffic calming measures; and enforcing vehicle speeds on both residential and arterial streets	The Project will include lighting along W Valley Parkway thus increasing the pedestrian experience; additionally, landscaping is proposed along the Project's frontage.
Bicycle Network Policy 4.3 Promote bicycling as a common mode of transportation and recreation to help reduce traffic congestion and improve public health.	The Project includes 16 bike racks for storage, and will construct bike racks in the public right of way thus promoting bicycling as a common mode of transportation.

Complete Streets Policy 2.8 Promote the provision of multimodal access to activity centers such as commercial centers and corridors, employment centers, transit stops/stations, schools, parks, recreation areas, and tourist attractions	The Project is located within the DSP and is approximately .04 miles east of the North County Transit District terminal, and is located within the Historic District (HD) of the DSP. The DSP encourages high density development adjacent to the HD to support surrounding commercial businesses. Additionally, the Project's residents will have access to the recreation areas such as Grape Day Park.
Parking Policy 8.2 Consider reducing parking requirements in the downtown and at transit stations as transit ridership increases over time due to increased development intensities and a broader mix of land uses.	The Applicant has invoked AB 2097 which prohibits local agencies from enforcing parking minimums, although the Applicant will be providing 113 off-street parking spaces, whereas 226 is required, the Project will encourage use of the transit station due to lack of off-street parking spaces for all residents.
Economic Prosperity Element	
Existing Economic Districts Policy 6.1 Revitalize the Downtown, East Valley Parkway, Center City Parkway, and Escondido Boulevard commercial areas by upgrading their appearance and achieving a coordinated land use pattern that includes retail, office, visitor serving, and residential development of appropriate density and intensity	The Project is located within the Downtown, and would redevelop a parking lot into 128 multi-family residential uses. The residential development is appropriate given its proximity to the downtown core.

Attachment 3

Final Environmental Impact Report ("FEIR") for the 2012 General Plan, Downtown Specific Plan Update, and Climate Action Plan

Due to the number of pages, the FEIR can be found on the City's website:

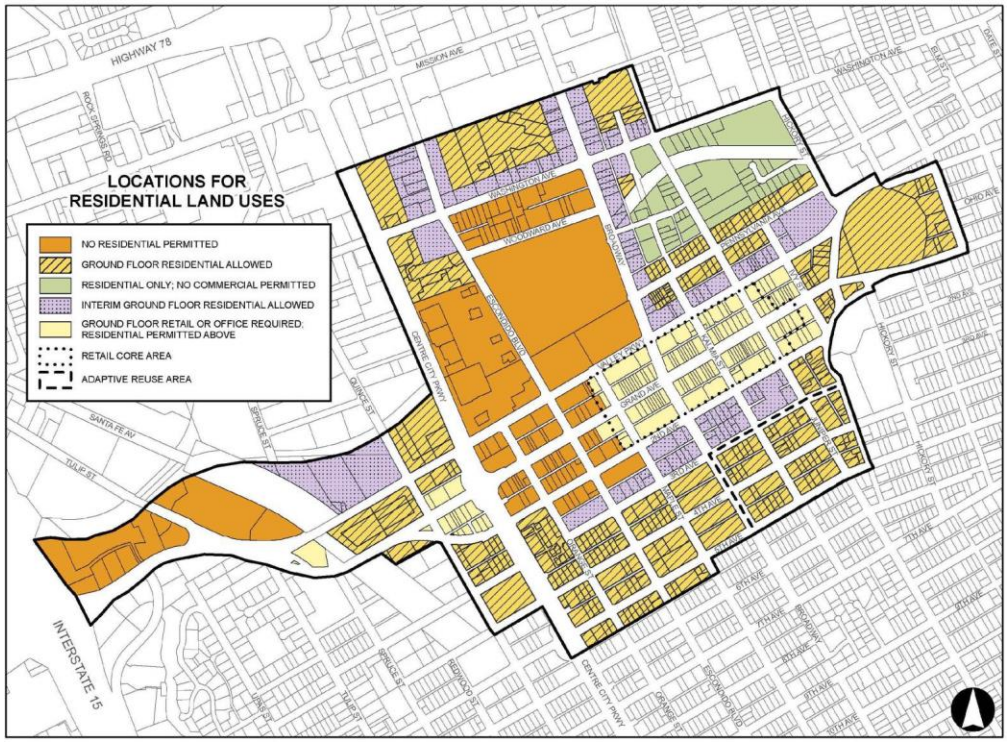
https://escondido.gov/1208/2012-General-Plan-EIR

Attachment 4

Specific Plan Amendments

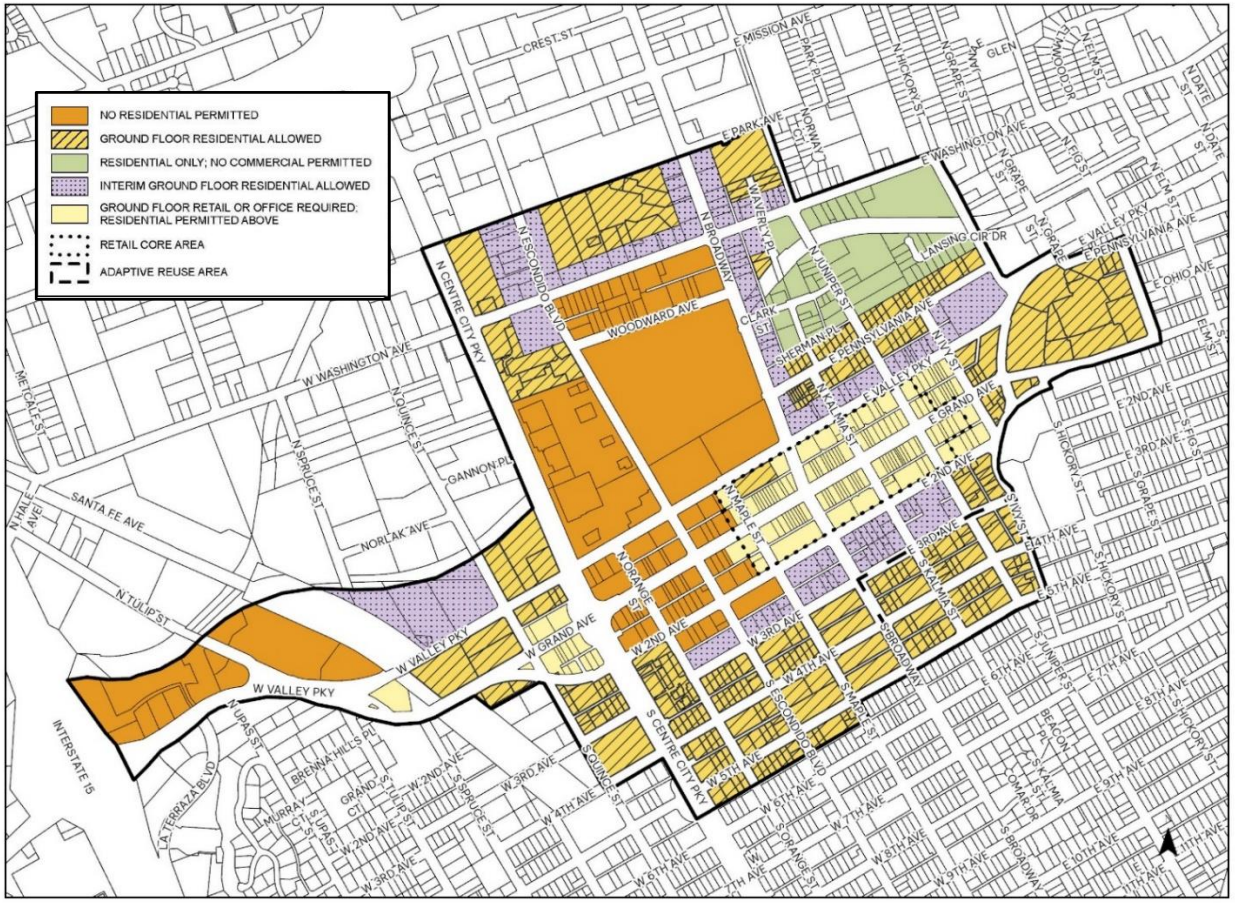
Figure II-4 of the Downtown Specific Plan: Repeal and replace the existing graphic to permit ground-floor residential uses subject to a Planned Development Permit on the subject property.

Existing



Objective standards applied to interim residential projects are provided in subsection (B)(13) of Chapter III (Design Policies, Standards, and Guidelines).

Proposed


NO RESIDENTIAL PERMITTED
GROUND FLOOR RESIDENTIAL ALLOWED
RESIDENTIAL ONLY; NO COMMERCIAL PERMITTED
INTERIM GROUND FLOOR RESIDENTIAL ALLOWED
GROUND FLOOR RETAIL OR OFFICE REQUIRED; RESIDENTIAL PERMITTED ABOVE
RETAIL CORE AREA
ADAPTIVE REUSE AREA
CREST ST
E MISSION AVE
E PARK AVE
E WASHINGTON AVE
N CENTRE CITY PKY
N SECOND ST BLVD
N BROADWAY
WOODWARD AVE
LANSING CIR DR
E VALLEY PKY
E PENNSYLVANIA AVE
E OHIO AVE
W WASHINGTON AVE
SANTA FE AVE
NORTH AVE
E GRAND AVE
E 2ND AVE
E 3RD AVE
E 4TH AVE
W VALLEY PKY
W GRAND AVE
W 2ND AVE
W 3RD AVE
W 4TH AVE
W 5TH AVE
W 6TH AVE
S CENTRE CITY PKY
INTERSTATE 15
LA TERRAZA BLVD
N TULIP ST
N UPAS ST
N SPRUCE ST
N QUINCE ST
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N ORANGE ST
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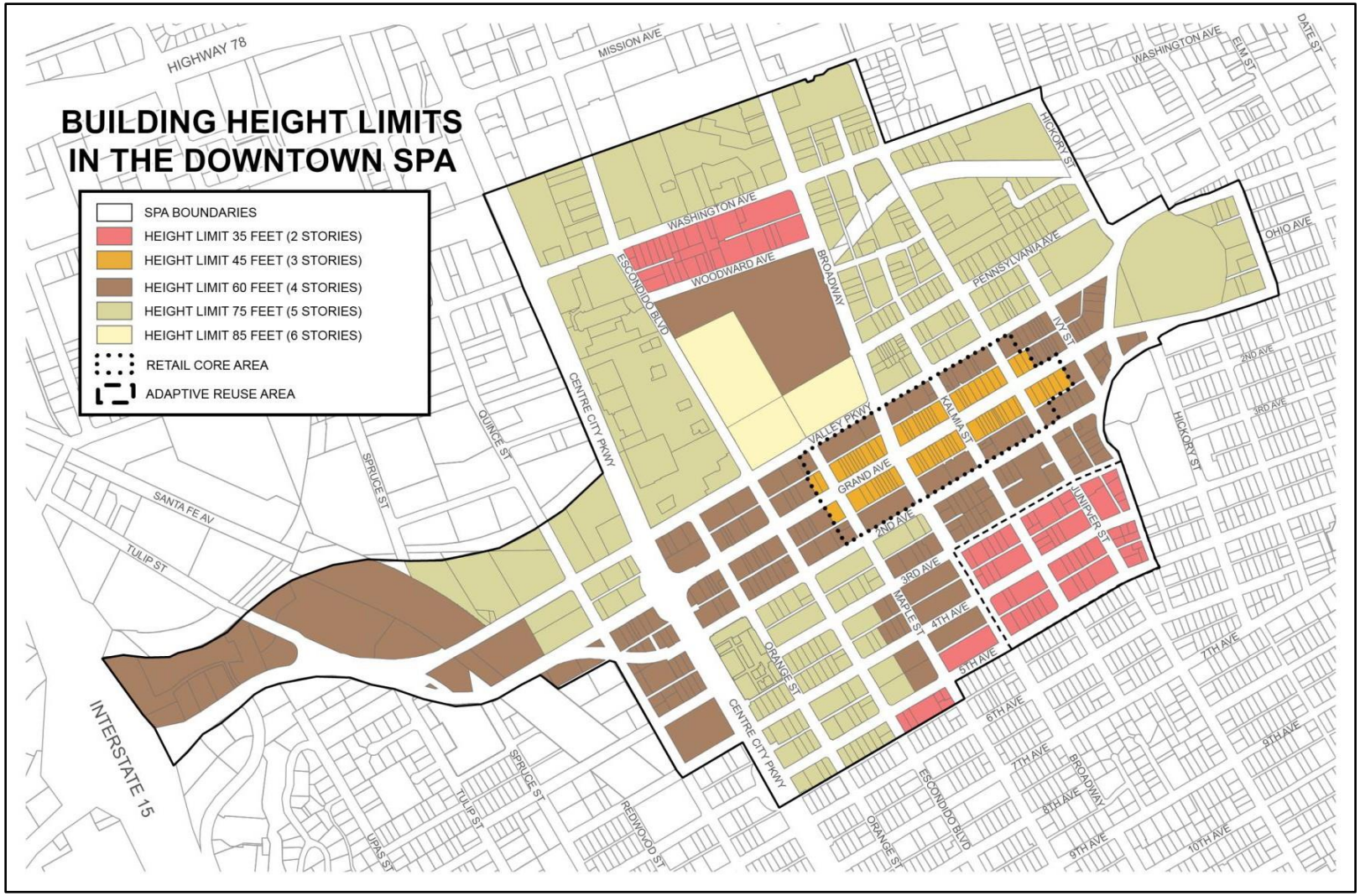
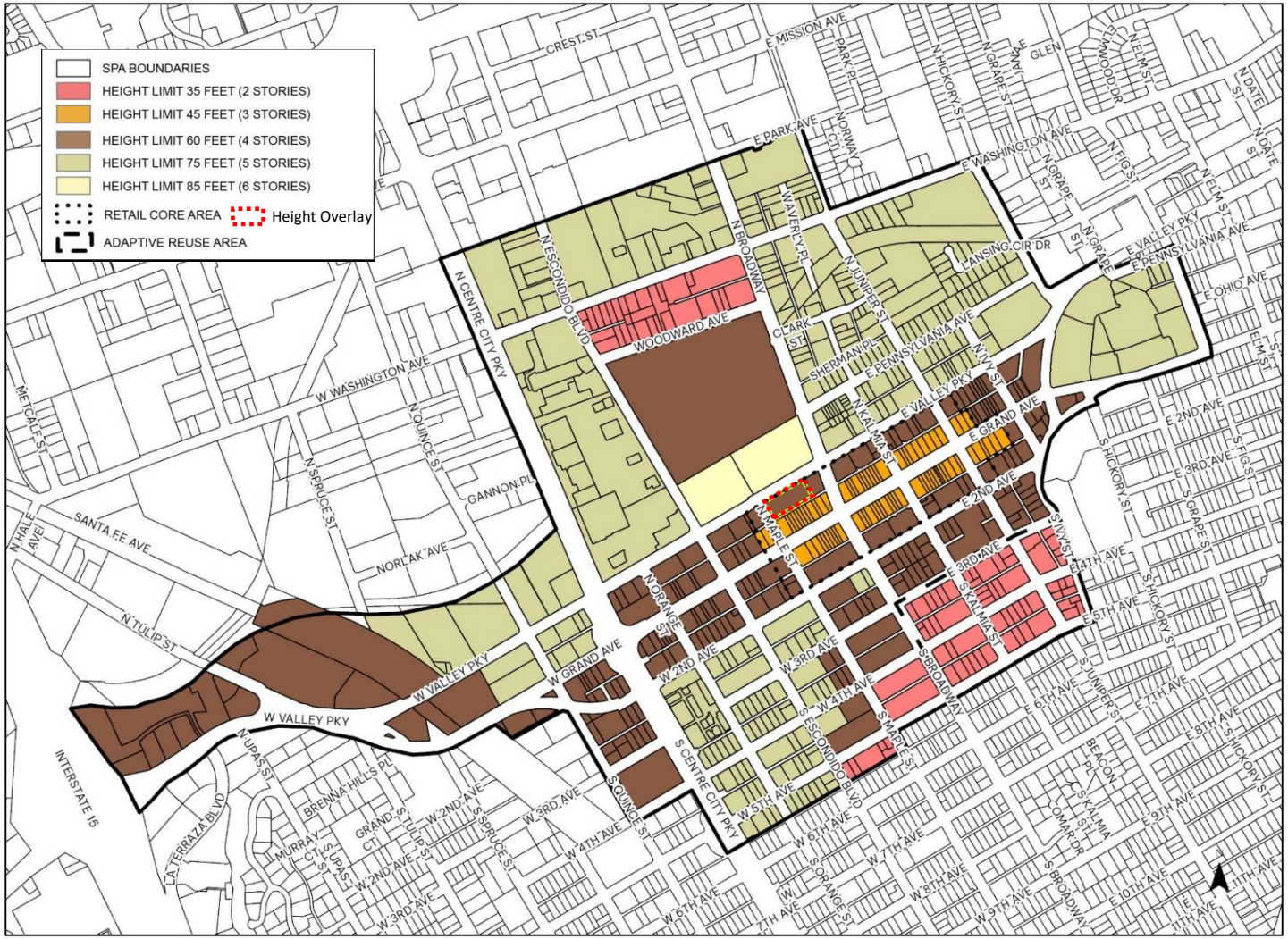
N DATE ST
S DATE ST
CLARK ST
SHERMAN PL
GANNON PL
BREMMA HILLS PL
MURRAY CT
GRAND CT
BEACON PL
OMAR DR

Figure III-6 of the Downtown Specific Plan: Repeal and replace the existing graphic to establish a height overlay on the subject property.

Existing



Proposed


SPA BOUNDARIES
HEIGHT LIMIT 35 FEET (2 STORIES)
HEIGHT LIMIT 45 FEET (3 STORIES)
HEIGHT LIMIT 60 FEET (4 STORIES)
HEIGHT LIMIT 75 FEET (5 STORIES)
HEIGHT LIMIT 85 FEET (6 STORIES)
RETAIL CORE AREA
Height Overlay
ADAPTIVE REUSE AREA
E MISSION AVE
CREST ST
E PARK AVE
E WASHINGTON AVE
N BROADWAY
N CENTRE CITY PKY
N ESCONDIDO BLVD
WOODWARD AVE
CLARK ST
SHERMAN PL
E PENNSYLVANIA AVE
E VALLEY PKY
E GRAND AVE
E 2ND AVE
E 3RD AVE
E 4TH AVE
E 5TH AVE
E 6TH AVE
E 7TH AVE
E 8TH AVE
E 9TH AVE
E 10TH AVE
E 11TH AVE
CANSING CIR DR
E OHIO AVE
W WASHINGTON AVE
METCALF ST
N QUINCE ST
N SPRUCE ST
GANNON PL
SANTA FE AVE
NORLAK AVE
N HALE AVE
N TULIP ST
W VALLEY PKY
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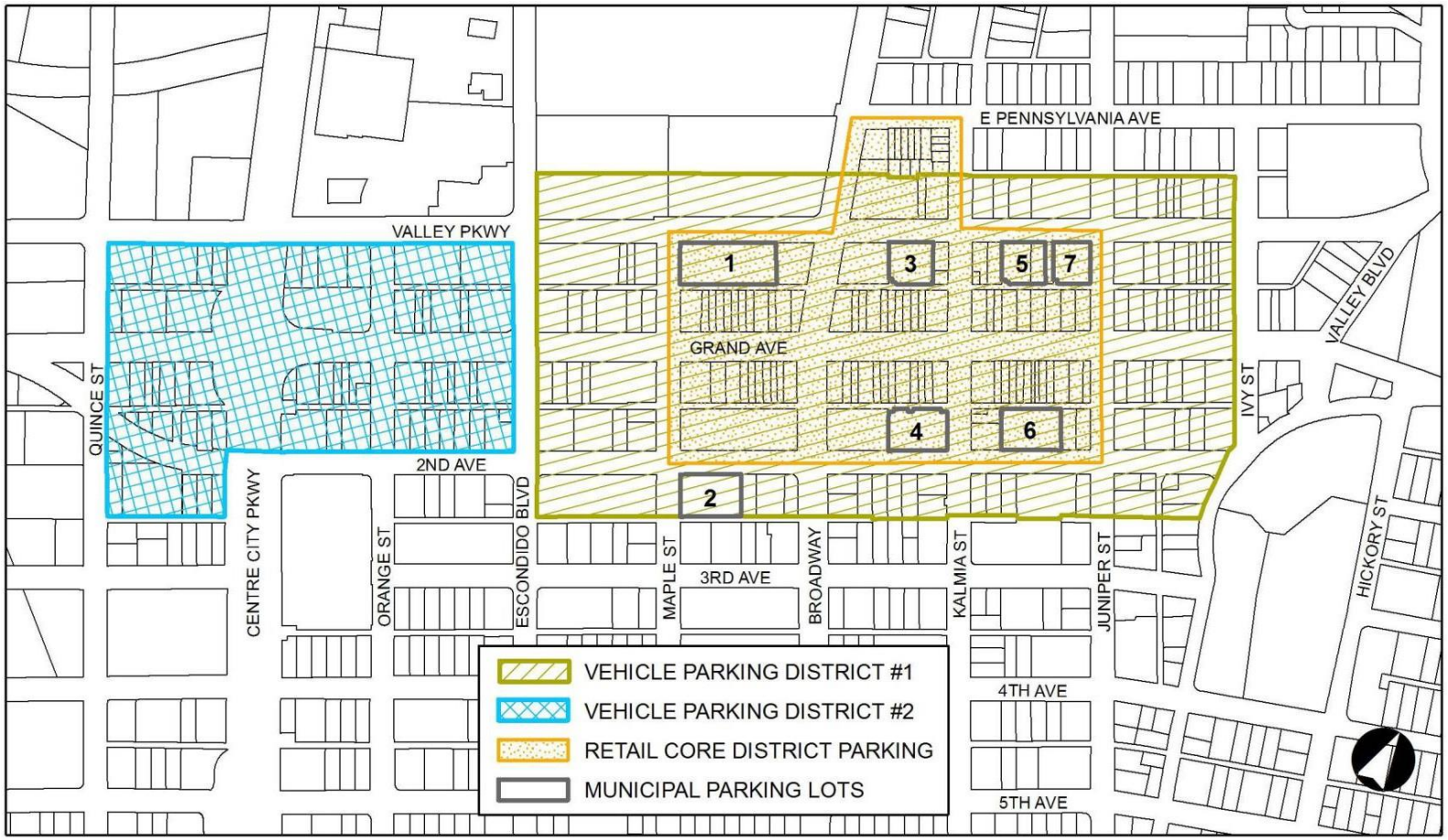
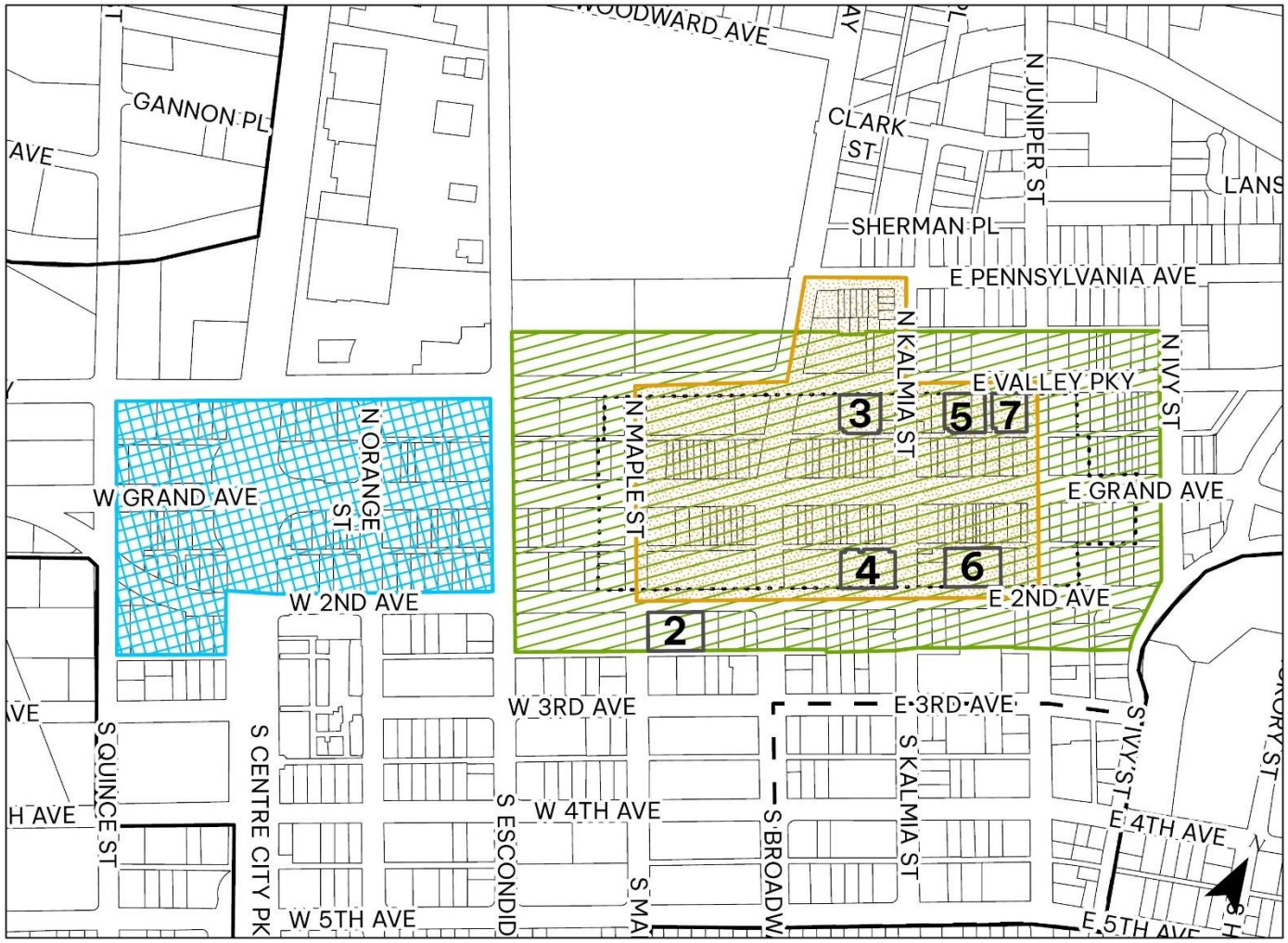
S QUINCE ST
S BROADWAY
S MAPLE ST
S ESCONDIDO BLVD
S KALMIA ST
S JUNIPER ST
S HICKORY ST
S VIA ST
S FIG ST
S GRAPE ST
BEACON PL
COMAR DR
N UPAS ST
LA TERRAZA BLVD
BRENNA HILLS PL
MURRAY CT
GRAND CT
INTERSTATE 15
N AVERY PL
NORWAY CT
PARK PL
GLEN AVE
N HICKORY ST
N GRAPE ST
N FIG ST
N ELM ST
N DATE ST
ELMWOOD DR

Figure III-4 of the Downtown Specific Plan: Repeal and replace the existing graphic to remove municipal parking Lot 1 as a municipal parking lot.

Existing



Proposed


GANNON PL
CLARK ST
N JUNIPER ST
SHERMAN PL
E PENNSYLVANIA AVE
N KALMIA ST
E VALLEY PKY
N IVY ST
N MAPLE ST
N ORANGE ST
W GRAND AVE
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3
5
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W 2ND AVE
E 2ND AVE
W 3RD AVE
E 3RD AVE
S QUINCE ST
S CENTRE CITY PK
S ESCONDIDO
W 4TH AVE
S BROADWAY
S KALMIA ST
S IVY ST
E 4TH AVE
W 5TH AVE
E 5TH AVE

Figure III-5 of the Downtown Specific Plan: Repeal and replace existing table to include height limit overlay allowance in the development standards, and include language describing the height limit overlay (see language in bold).

Existing

	HD	PV	CCU	GT	M	SG	CN
Maximum Building Height and Stories **REFER TO FIGURE III-6**	45' (up to 3 stories) along Grand Avenue in Retail Core Area 75' (up to 5 stories) east of Valley Boulevard, and north of E. Valley Parkway. 60' (up to 4 stories) in all other locations. (see Figure III-6)	35' (up to 2 stories) between Washington and Woodward Ave 75' (up to 5 stories) east side of Broadway85' (up to 6 stories) within Grape Day Park, Civic & Cultural areas with Planned Development approval (see Figure III-6)	75' (up to 5 stories) (see Figure III-6)	60' (up to 4 stories) west of NCDT Rail line; elsewhere up to 75' (up to 5 stories) (see Figure III-6)	75' (up to 5 stories) north of Grand Avenue, 60' (up to 4 stories) south of Grand Avenue (see Figure III-6)	75' (up to 5 stories) between CCP and Maple Street. 60' (up to 4 stories) between Maple Street and Broadway Historic Adaptive Reuse: 35' (up to 2 stories) (see Figure III-6)	75' (up to 5 stories) (see Figure III-6)
Min. Lot Frontage	None	50'	50'	50'	50'	50'	50'
Front Setback	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (20'-24' for garages) Adaptive Reuse Area: 15' for buildings 20' for garages (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Garage entrance: 20') (Surface Parking and Signs: 5' from property line)
Interior Side Setback	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5') (Adaptive Reuse Area: 5')	Pennsylvania Ave.: 0' Elsewhere: 5' + 5' for each story over 2 (Surface Parking and Signs: 5')

	HD	PV	CCU	GT	M	SG	CN
Street Side Setback	At right of way or 14' from ultimate street curb face, whichever is greater 10' Maximum (Surface Parking and Signs: 5')	10' (Surface Parking and Signs: 5')	10' (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Adaptive Reuse: 10') (Surface Parking and Signs: 5')	10' Garage entrance: 20' (Surface Parking and Signs: 5')
Rear Setback	None (Surface Parking and Signs:5')	None (10' if next to public street) (Surface Parking and Signs:5')	5' (10' if next to public street) (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None Parking perpendicular to alley: 24' from alley's farthest side (Surface Parking and Signs: 5')	None (Adaptive Reuse Area: 10') Parking perpendicular to alley: 24' from alley's farthest side (Surface Parking and Signs: 5')	10' + 5' for each story over 2 (Surface Parking and Signs: 5')
Min. Lot Size	None	None	None	None	None	None	None
Max. Bldg. Cov.	None	None	None	None	None	None	None

Parcels created prior to the adoption of this Plan shall not be denied a building permit for reasons of nonconformance with the frontage requirements of this section.

Adjustments to the site development regulations may be approved or conditionally approved by the Director of Community Development if it is demonstrated that the proposed adjustment(s) would be compatible with, and not prove detrimental to, adjacent property or improvements:

a. Adjustments to setback requirements up to 25% or four feet (whichever is less).

b. Required landscaping may be permitted in the public right-of-way if a minimum six-foot clear sidewalk is maintained, Americans with Disabilities Act (ADA) requirements are met, and an encroachment permit is obtained from the City. This provision shall apply only if there is no encroachment on the existing right-of-way by a future street improvement that would render the landscaping feature(s) to become non-conforming.

Proposed

	HD	PV	CCU	GT	M	SG	CN
Maximum Building Height and Stories* **REFER TO FIGURE III-6**	45' (up to 3 stories) along Grand Avenue in Retail Core Area 75' (up to 5 stories) east of Valley Boulevard, and north of E. Valley Parkway. 60' (up to 4 stories) in all other locations. (see Figure III-6)	35' (up to 2 stories) between Washington and Woodward Ave 75' (up to 5 stories) east side of Broadway85' (up to 6 stories) within Grape Day Park, Civic & Cultural areas with Planned Development approval (see Figure III-6)	75' (up to 5 stories) (see Figure III-6)	60' (up to 4 stories) west of NCDT Rail line; elsewhere up to 75' (up to 5 stories) (see Figure III-6)	75' (up to 5 stories) north of Grand Avenue, 60' (up to 4 stories) south of Grand Avenue (see Figure III-6)	75' (up to 5 stories) between CCP and Maple Street. 60' (up to 4 stories) between Maple Street and Broadway Historic Adaptive Reuse: 35' (up to 2 stories) (see Figure III-6)	75' (up to 5 stories) (see Figure III-6)
Min. Lot Frontage	None	50'	50'	50'	50'	50'	50'
Front Setback	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (20'-24' for garages) Adaptive Reuse Area: 15' for buildings 20' for garages (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Garage entrance: 20') (Surface Parking and Signs: 5' from property line)
Interior Side Setback	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5') (Adaptive Reuse Area: 5')	Pennsylvania Ave.: 0' Elsewhere: 5' + 5' for each story over 2 (Surface Parking and Signs: 5')

	HD	PV	CCU	GT	M	SG	CN
Street Side Setback	At right of way or 14' from ultimate street curb face, whichever is greater 10' Maximum (Surface Parking and Signs: 5')	10' (Surface Parking and Signs: 5')	10' (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Adaptive Reuse: 10') (Surface Parking and Signs: 5')	10' Garage entrance: 20' (Surface Parking and Signs: 5')
Rear Setback	None (Surface Parking and Signs:5')	None (10' if next to public street) (Surface Parking and Signs:5')	5' (10' if next to public street) (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None Parking perpendicular to alley: 24' from alley's farthest side (Surface Parking and Signs: 5')	None (Adaptive Reuse Area: 10') Parking perpendicular to alley: 24' from alley's farthest side (Surface Parking and Signs: 5')	10' + 5' for each story over 2 (Surface Parking and Signs: 5')
Min. Lot Size	None	None	None	None	None	None	None
Max. Bldg. Cov.	None	None	None	None	None	None	None

***Except as described in the Height Limit Overlay Area.**

Parcels created prior to the adoption of this Plan shall not be denied a building permit for reasons of nonconformance with the frontage requirements of this section.

Increased Height Limit Overlay Area: Properties within the Height Overlay Area as shown on Figure III-6, shall be permitted to build up to 65' and a maximum of 5 stories.

Adjustments to the site development regulations may be approved or conditionally approved by the Director of Community Development if it is demonstrated that the proposed adjustment(s) would be compatible with, and not prove detrimental to, adjacent property or improvements:

c. Adjustments to setback requirements up to 25% or four feet (whichever is less).

d. Required landscaping may be permitted in the public right-of-way if a minimum six-foot clear sidewalk is maintained, Americans with Disabilities Act (ADA) requirements are met, and an encroachment permit is obtained from the City. This provision shall apply only if there is no encroachment on the existing right-of-way by a future street improvement that would render the landscaping feature(s) to become non-conforming.

Date:	November 11, 2025
To:	John Stack
Company:	Kingsbarn Capital & Development
Address:	2500 San Hill Road, Suite 320, Menlo Park, CA 94025
From:	Daniel Garcia
Project Name:	Parking Planning Services – Escondido, CA
Project Number:	37-010262.00

Background/Introduction

For several years, the City of Escondido has considered selling public parking Lot 1, located on West Valley Parkway, east of the Maple Street Plaza, to encourage development in the downtown area. Recently, Kingsbarn Capital & Development has explored developing a multifamily building in downtown Escondido that would include 19 studios, 62 1-bedroom units, and 47 2-bedroom units, for a total of 128 residential dwelling units. The project would be constructed on public parking Lot 1, along with 113 spaces serving residents of the multifamily development.

With the reduction in public parking spaces due to the development occurring over Lot 1, the purpose of this engagement is to gather data on parking utilization in the immediate area surrounding the proposed project, including Lot 1, to better understand the availability of parking in the area, which has historically been ample. Additionally, the study seeks to determine whether there is sufficient parking capacity in the area surrounding Lot 1 to capture the vehicles that will be displaced as a result of the multifamily development.

Methodology

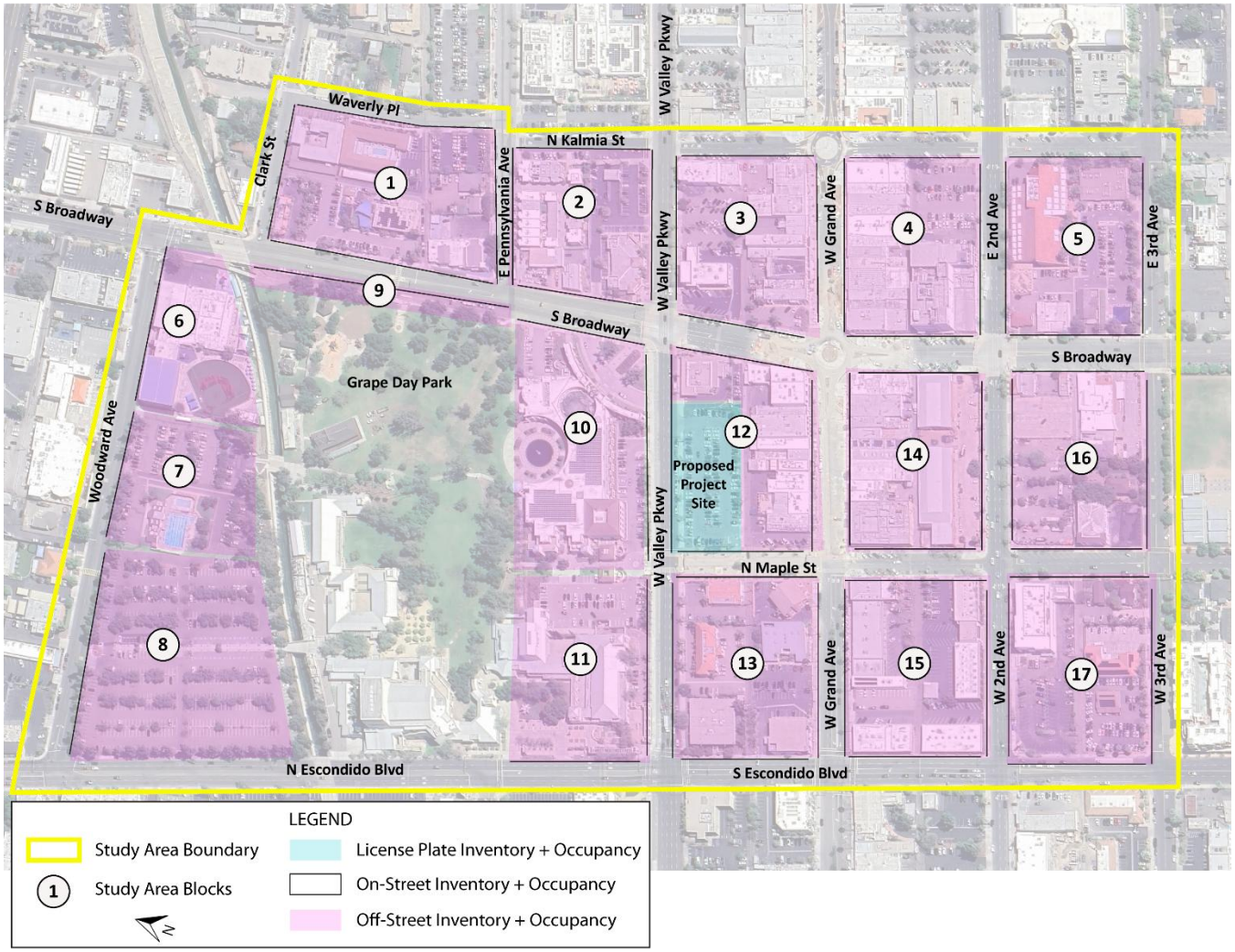
One way of determining the parking utilization in an area is via parking occupancy counts. In the case of downtown Escondido, Walker conducted parking occupancy counts within a 16-block area of downtown, also known as the study area (shown in Figure 1). In addition to occupancy counts, Walker also conducted a license plate inventory within Lot 1 to gauge how long users of that lot park in the area and to determine where those users could go once Lot 1 becomes unavailable. These combined data collection efforts revealed the utilization of on-street and off-street parking supplies in the downtown area, and the duration of parkers in Lot 1.

Current Parking Conditions

Study Area

The study area for this analysis is generally bounded by Kalmia Street to the east, 3rd Avenue to the south, Escondido Boulevard to the west, and Woodward Avenue to the north and encompasses approximately 16 blocks within the downtown area. Figure 1 shows a map of the study area.

Figure 1: Parking Study Area



Source: Walker Consultants, 2025.

Parking Inventory

Walker conducted an inventory of parking supplies within the study area, which included on-street and off-street parking. The off-street parking inventory included both publicly owned parking and privately owned but publicly accessible parking. Off-street parking that was inaccessible to the general public was not included in the study. The following table shows a summary of the study area parking inventory by study area block.

Table 1: Parking Inventory, August 2025

	On-Street				Off-Street		
Block Number	East	South	West	North	Public	Private	Total
1	12	16	11	4	-	51	94
2	13	-	4	10	-	54	81
3	11	11	5	8	53	31	119
4	13	8	11	13	97	-	142
5	14	11	12	-	69	6	112
6	-	-	-	16	-	5	21
7	-	-	-	9	143	-	152
8	-	-	-	12	605	-	617
9	14	-	-	-	-	-	14
10	-	-	-	-	122	-	122
11	-	-	-	-	-	-	-
12	4	11	-	12	118	28	173
13	-	11	-	-	-	138	149
14	9	13	8	22	-	-	52
15	8	11	-	18	-	174	211
16	9	13	15	8	139	16	200
17	8	18	-	7	-	107	140
Total	115	123	66	139	1,346	610	2,399

Source: Walker Consultants, 2025.

The study area inventory consists of 443 on-street spaces and 1,956 off-street spaces, for a total of 2,399 spaces in the study area. Of the 1,956 off-street spaces, 1,346 are publicly owned, and 610 are privately owned.

Effective Supply

At a given moment, a number of spaces in a parking system will be unavailable for immediate use due to motorists waiting to occupy or vacate parking spaces, mis-parked vehicles, maintenance, and other factors. To account for spaces being temporarily unavailable, Walker applies effective supply factors (ESF) to a parking system after performing fieldwork to determine the effective supply-- a qualitative and quantitative assessment of the operational effectiveness of a parking system. In the case of Escondido, Walker applied a .85 effective supply factor to on-street parking, and .90 to off-street parking. The following table shows the resulting effective supply in the study area.

Table 2: Effective Supply by Block

	On-Street				Off-Street		
Block Number	East	South	West	North	Public	Private	Total
1	10	14	9	3	-	46	82
2	11	-	3	9	-	49	72
3	9	9	4	7	48	28	105
4	11	7	9	11	87	-	126
5	12	9	10	-	62	5	99
6	-	-	-	14	-	5	18
7	-	-	-	8	129	-	136
8	-	-	-	10	545	-	555
9	12	-	-	-	-	-	12
10	-	-	-	-	110	-	110
11	-	-	-	-	-	-	-
12	3	9	-	10	106	25	154
13	-	9	-	-	-	124	134
14	8	11	7	19	-	-	44
15	7	9	-	15	-	157	188
16	8	11	13	7	125	14	178
17	7	15	-	6	-	96	124
Total	98	105	56	118	1,211	549	2,137

Source: Walker Consultants, 2025.

The total effective supply of the study area is 2,137 parking spaces.

Parking Utilization

To gauge the demand for parking and thus assess the adequacy of the parking supply in the study area, Walker conducted two days of parking occupancy counts in the study area, one weekday and one weekend day in August 2025. A total of six (6) counts were conducted over two days. Parking occupancy is measured by taking the number of vehicles parked on a block or a lot at a specific hour and dividing that number by the total number of parking spaces on the block or lot, resulting in a percentage. For example, if a block has 10 parking spaces and eight (8) cars are parked on that block, the resulting occupancy is 80 percent. Industry standards suggest that the optimal occupancy rate for on-street parking is 85 percent. To measure the utilization of parking in the study area, we created the following rubric:

- 0 – 49% occupancy (Green) – Denotes an abundance of available parking.

- 50 – 69% occupancy (Yellow) – Denotes that approximately half to thirty percent of spaces remain available.
- 70 – 84% occupancy (Orange) – Denotes that there is an efficient use of parking supplies, cars are occupying most spaces, yet there are still spaces available should drivers need to access them.
- 85+% occupancy (Red) – Denotes that there are very few if any spaces available.

Peak parking demand occurred on the weekday at 1 PM. The following table and figure show the on-street and off-street occupancies by block at 1 PM.

Table 3: Peak Parking Demand, Weekday 1PM

	On-Street				Off-Street		
Block Number	East	South	West	North	Public	Private	Total Off-Street
1	75%	75%	91%	75%	0%	63%	63%
2	62%	-	0%	60%	0%	35%	35%
3	82%	100%	60%	0%	62%	26%	49%
4	85%	38%	82%	100%	54%	0%	54%
5	7%	0%	75%	-	20%	50%	23%
6	-	-	-	19%	0%	0%	0%
7	-	-	-	0%	59%	0%	59%
8	-	-	-	0%	17%	0%	17%
9	64%	-	-	-	-	-	-
10	-	-	-	-	42%	0%	42%
11	-	-	-	-	-	-	-
12	50%	100%	-	67%	95%	14%	79%
13	0%	36%	0%	0%	0%	43%	43%
14	100%	15%	88%	100%	0%	0%	0%
15	100%	0%	-	94%	0%	25%	25%
16	44%	31%	7%	0%	1%	63%	8%
17	13%	33%	-	0%	0%	36%	36%

Source: Walker Consultants, 2025.

Figure 2: Peak Parking Demand Map, Weekday 1PM

Source: Walker Consultants, 2025.

As shown in the table and figure, during the hour of peak parking occupancy (weekday 1PM), there was an abundance of parking spaces available throughout the study area, as denoted by the green areas on the map. While there were some areas of high parking demand (85+% - Red), these were limited to a few streets, including Grand Avenue and blocks south of Grand Avenue, such as Kalmia Street, Broadway, and Maple Street. Overall, only 42 percent of the total 2,399 study area spaces were occupied during the peak hour; in turn, at the peak, there were 1,497 spaces available in the study area, indicating plenty of availability to absorb displaced vehicles from Lot 1.

In Lot 1 specifically, during the peak hour, it reached an 89 percent occupancy. To further explore the utilization of Lot 1, the following section summarizes the length of stay analysis for vehicles parked in Lot 1.

Parking Length of Stay (Duration) Analysis – Parking Lot 1

To understand the current usage patterns of Lot 1, Walker performed a length of stay analysis. Walker collected and anonymized license plate data from each parked vehicle in Lot 1 beginning at 10 AM and then hourly until 6 PM, across a weekday and weekend day to see how long those vehicles were parked in the lot. The results are shown in the following table.

Table 4: Summary of Weekday Length of Stay Data, Lot 1

Vehicles Parked	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM
Total	115	109	109	106	102	84	82	67	32
Parked for <4 Hours	28	21	29	30	15	8	13	21	22
Parked for >=4 Hours	87	88	80	76	87	76	69	46	10
Percent of Lot 1 spaces occupied for >=4 Hours	74%	75%	68%	64%	74%	64%	58%	39%	8%

Source: Walker Consultants, 2025.

As shown in the table, between 10 AM and 5 PM, more vehicles were parked for four hours or longer than for less than four hours. This indicates that most of the vehicles that park in Lot 1 between the hours of 10 AM and 4 PM on weekdays are more likely to be employees of local government or businesses than customers or visitors. The following table shows the results of the length of stay analysis for the weekend.

Table 5: Summary of Weekend Length of Stay Data, Lot 1

Vehicles Parked	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM
Total	26	38	53	46	39	34	32	45	46
Parked for <4 Hours	14	31	45	38	32	29	26	39	41
Parked for >=4 Hours	12	7	8	8	7	5	6	6	5
Percent of Lot 1 Supply occupied for >=4 Hours	10%	6%	7%	7%	6%	4%	5%	5%	4%

Source: Walker Consultants, 2025.

On the weekend, more vehicles were parked for less than four hours than for more than four hours. However, activity in Lot 1 was also much lower on the weekend than during the weekday, showing that Lot 1 is likely used extensively by local employees given that longer durations and occupancies were observed during the weekday. On the weekend, Lot 1 occupancy peaked at 12 PM when it was 45 percent occupied, meaning that at the peak hour there were 53 cars parked in the lot.

Parking Adequacy

The adequacy of a parking system is measured by taking the difference between the effective supply and the occupancy. A positive value reflects a surplus of parking spaces, while a negative value denotes a deficit. The following table summarizes the parking adequacy of the study area.

Table 6: Summary on On-Street and Off-Street Public Parking Adequacy

Study Area	Weekday			Weekend		
	10 AM	1 PM	6 PM	10 AM	1 PM	6 PM
On-Street	+175	+142	+198	+204	+164	+192
Off-Street	+1,077	+1,093	+1,430	+1,367	+1,203	+1,119
Parking Adequacy (+ Surplus / - Deficit)	+1,252	+1,235	+1,628	+1,571	+1,367	+1,311

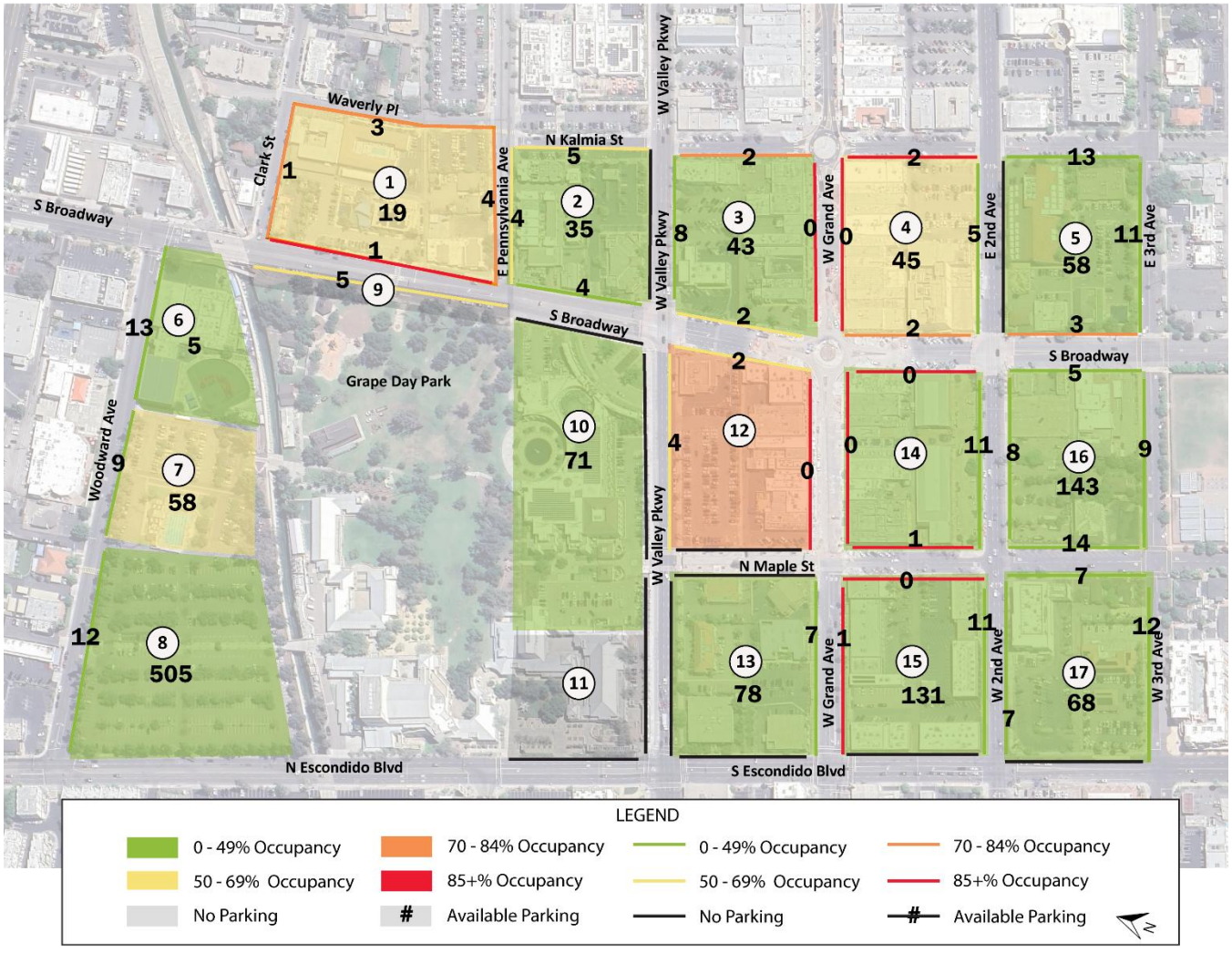
Source: Walker Consultants, 2025.

Table 6 shows that the study area has a surplus of parking spaces, ranging between 1,200 and 1,600. During the peak hour (weekday 1 PM), the study area has approximately 1,200 parking spaces available for public use.

Future (Post Lot 1 Development) Parking Conditions

The removal of Lot 1 spaces will result in vehicles currently using those spaces shifting to nearby available parking supplies or utilizing different modes. As shown from the results of the parking occupancy counts and the adequacy analysis, there are spaces available in the study area where current users of Lot 1 could move to. Since many of Lot 1's users are likely employees, they could shift to other public parking facilities that do not have time restrictions. Among those areas are the lots on blocks 3, 4, and 5. Combined, these lots offer 120 available public parking spaces during peak hour (1 PM), more than enough to capture the entire demand in Lot 1 (106 cars) at the peak hour. The vehicles that park less than four hours can find spaces on the streets surrounding Lot 1 both in public lots and on-street. Figure 3 shows the number of available parking spaces by block during the peak hour (weekday 1 PM) throughout the study area.

Figure 3: Available On-Street and Off-Street Parking Spaces at Peak



Source: Walker Consultants, 2025.

Multifamily Development Demand

The planned multifamily development over Lot 1 will have 113 parking spaces serving 128 dwellings. The ratio of on-site parking spaces to dwelling units is 0.88. To account for a 1:1 parking space to dwelling unit ratio, 15 spaces will have to be available offsite. Further, under the Downtown Specific Plan, 194 spaces are required. To meet this requirement, 79 spaces will have to be available offsite.

These 79 spaces, however, are likely to be needed only under peak conditions, which typically occur at night for residential developments, between approximately 10:00 pm and 6:00 am. During the daytime peak for the study area (1 pm), when many people have driven and are parked at work, we project that the demand for parking that exceeds the supply is not 79 parking spaces but rather 32 parking spaces , since there is an approximate 40 percent presence factor for suburban multifamily residential developments per the Urban Land Institute's (ULI) Shared Parking Model. Under either scenario, during the typical workday or in the evening, given that the occupancy counts show ample parking availability in the study (1,200 to 1,600 spaces) area during both these times, this offsite demand for parking can be accommodated by surrounding supplies. Further, when residential parking demand is highest, in the evening, parking availability in the study area will also be at its highest.

Further, in discussing the number of parking spaces needed, we suggest other considerations. The 194 parking spaces required for 128 dwelling units is roughly 1.51 parking spaces per unit. Walker has not reviewed the methodology or rationale for the determination of this requirement. However, the number – and convenience or inconvenience resulting from the proximity of the parking location - for residents will have some effect on the parking demand generated by residents. As a result, we expect some level of "self-selection" by tenants based on the number of parking spaces they need; The development will be more attractive to households with one vehicle compared with a household that has two or more vehicles. One vehicle-per-household tenants will enjoy more convenient parking than those who may not want the inconvenience of parking off site. These households could be the result of at least one potential driver who does not own a car, which may include people who work at Cal State San Marcos, Palomar Hospital, or Escondido City Hall. Some two-vehicle households may determine that there is a significant cost savings and convenience in having one fewer vehicle. That is to say, there may be some level of right-sizing of parking supply and demand as tenants move into the building.

The following tables show all of the available spaces in the study area by block for each of the six (6) occupancy counts that were conducted in the study.

Table 7: Available (Unoccupied) Spaces - 10AM, 1PM, and 6PM (Weekday and Weekend)

Weekday 10 AM

Block Number	East	South	West	North	Public	Private	Total
1	2	5	-	1	-	15	23
2	5	-	4	4	-	30	43
3	5	5	1	8	27	17	63

4	8	4	3	-	72	-	87
5	11	10	4	-	49	3	77
6	-	-	-	10	-	5	15
7	-	-	-	9	48	-	57
8	-	-	-	9	497	-	506
9	3	-	-	-	-	-	3
10	-	-	-	-	64	-	64
11	-	-	-	-	-	-	-
12	1	2	-	7	-	24	34
13	-	9	-	-	-	85	94
14	1	10	1	12	-	-	24
15	5	11	-	10	-	134	160
16	5	9	13	8	135	7	177
17	8	11	-	7	-	67	93
Total	54	76	26	85	892	387	1,520

Weekday 1PM

Block Number	East	South	West	North	Public	Private	Total
1	3	4	1	1	-	19	28
2	5	-	4	4	-	35	48
3	2	-	2	8	20	23	55
4	2	5	2	-	45	-	54

5	13	11	3	-	55	3	85
6	-	-	-	13	-	5	18
7	-	-	-	9	58	-	67
8	-	-	-	12	505	-	517
9	5	-	-	-	-	-	5
10	-	-	-	-	71	-	71
11	-	-	-	-	-	-	-
12	2	-	-	4	6	24	36
13	-	7	-	-	-	78	85
14	-	11	1	-	-	-	12
15	-	11	-	1	-	131	143
16	5	9	14	8	137	6	179
17	7	12	-	7	-	68	94
Total	44	70	27	67	897	392	1,497

Weekday 6PM

Block Number	East	South	West	North	Public	Private	Total
1	2	8	11	1	-	31	53
2	3	-	4	6	-	53	66
3	-	-	1	8	33	25	67
4	3	1	-	-	16	-	20

5	12	10	7	-	63	3	95
6	-	-	-	16	-	5	21
7	-	-	-	9	98	-	107
8	-	-	-	11	554	-	565
9	9	-	-	-	-	-	9
10	-	-	-	-	93	-	93
11	-	-	-	-	-	-	-
12	2	1	-	12	80	27	122
13	-	11	-	-	-	123	134
14	-	12	6	4	-	-	22
15	5	11	-	15	-	166	197
16	8	11	12	8	139	11	189
17	8	12	-	7	-	106	133
Total	52	77	41	97	1,076	550	1,893

Weekend 10AM

Block Number	East	South	West	North	Public	Private	Total
1	2	4	2	-	-	12	20
2	6	-	1	1	-	37	45
3	7	3	3	8	44	28	93
4	6	8	4	-	58	-	76

5	10	11	12	-	67	6	106
6	-	-	-	16	-	5	21
7	-	-	-	6	72	-	78
8	-	-	-	12	483	-	495
9	1	-	-	-	-	-	1
10	-	-	-	-	100	-	100
11	-	-	-	-	-	-	-
12	2	-	-	12	86	26	126
13	-	11	-	-	-	135	146
14	-	11	6	-	-	-	17
15	7	11	-	18	-	170	206
16	9	11	15	8	139	12	194
17	8	16	-	6	-	83	113
Total	58	86	43	87	1,049	514	1,837

Weekend 1PM

Block Number	East	South	West	North	Public	Private	Total
1	1	5	2	-	-	14	22
2	5	-	3	1	-	39	48
3	6	-	1	8	38	26	79
4	1	2	5	-	25	-	33

5	10	11	9	-	68	6	104
6	-	-	-	16	-	5	21
7	-	-	-	7	39	-	46
8	-	-	-	9	429	-	438
9	-	-	-	-	-	-	-
10	-	-	-	-	98	-	98
11	-	-	-	-	-	-	-
12	1	1	-	12	66	22	102
13	-	9	-	-	-	124	133
14	-	11	3	2	-	-	16
15	3	11	-	12	-	171	197
16	7	10	15	8	137	12	189
17	6	14	-	5	-	80	105
Total	40	74	38	80	900	499	1,631

Weekend 6PM

Block Number	East	South	West	North	Public	Private	Total
1	1	5	5	1	-	15	27
2	4	-	4	2	-	53	63
3	6	5	1	8	49	25	94
4	-	6	3	-	28	-	37

5	9	11	11	-	68	6	105
6	-	-	-	16	-	5	21
7	-	-	-	7	82	-	89
8	-	-	-	10	235	-	245
9	2	-	-	-	-	-	2
10	-	-	-	-	95	-	95
11	-	-	-	-	-	-	-
12	2	-	-	12	65	26	105
13	-	9	-	-	-	136	145
14	-	12	3	1	-	-	16
15	5	11	-	18	-	170	204
16	9	12	14	8	136	15	194
17	8	13	-	7	-	106	134
Total	46	84	41	90	758	557	1,576

Source: Walker Consultants, 2025.

Conclusion and Summary of Findings

Based on the following findings, we find that downtown Escondido has more than enough public parking available to reallocate some long-term parkers from Lot 1 and also accommodate demand that stems from the proposed multifamily development.

- Overall, only 42 percent of the total 2,399 study area spaces were occupied during the peak hour (Weekday 1PM); in turn, at the peak, there were 1,497 spaces available in the study area.
- The majority of Lot 1 users today are likely employees of local government or businesses, as evidenced by the length of stay analysis conducted in Lot 1, where most cars during the week were parked for four hours or more. The occupancy data show that there are between 1,200 and 1,600 spaces available in the study area to accommodate the vehicles that are displaced by the removal of Lot 1 from the parking supply.

Attachment “2”

Attachment 2

Final Environmental Impact Report (“FEIR”) for the 2012 General Plan, Downtown Specific Plan Update, and Climate Action Plan

Due to the number of pages, the FEIR can be found on the City’s website:

https://escondido.gov/1208/2012-General-Plan-EIR

RESOLUTION NO. 2025-168

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A DESIGN REVIEW PERMIT TO SUPPORT CONSTRUCTION OF A 128 MULTI-FAMILY UNIT PROJECT

WHEREAS, on April 1, 2024, John Stack ("Applicant"), on behalf of Kingsbarn Realty Inc., filed a land use development application, Planning Case Nos. PL24-0091/PL24-0092/PL24-0093/PL24-0094/PL25-0324 ("Application") constituting a request for a Specific Plan Amendment to the Downtown Specific Plan removing the requirement for ground-floor retail or office on the first floor, and establishing a height overlay on the subject property increasing the height limit from 60'-0 to 65'-0", and increasing the allowable number of stories from four to five; a Development Agreement to transfer 50 dwelling units from the Downtown Density Credit Pool to the subject site, for an in-lieu fee for a reduction in the required amount of open space, and an in-lieu fee for a reduction in required trees per dwelling unit to demonstrate consistency with the Climate Action Plan; and a Planned Development Permit to allow for a reduction in the required open space pursuant to the Downtown Specific Plan, for the construction of ground-floor residential units, and utilization of tandem parking spaces; and a Design Review Permit to allow construction of 128 multi-family units ("Project") on a 1.04 gross acre site located at 137 W Valley Parkway (APN: 229-421-26-00), in the Specific Planning Area 9 (SPA-9) General Plan land use designation and in the Specific Plan (S-P) zone; and

WHEREAS, the subject property is all that real property described in Exhibit "A," which is attached hereto and made a part hereof by this reference as though fully set forth herein ("Property"); and

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the Development Services Department in accordance with the rules and regulations of the Escondido Zoning

Code and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA"); and

WHEREAS, pursuant to CEQA and the CEQA Guidelines (Title 14 of California Code of Regulations, Section 15000 et. seq.), the city is the Lead Agency for the Project, as the public agency with principal responsibility for approving the proposed Project; and

WHEREAS, approval of the Specific Plan Amendment, Development Agreement, Planned Development Permit, and Design Review Permit would allow for the construction of the Project as detailed in the City Council staff report dated December 17, 2025, incorporated herein as though fully set forth herein; and

WHEREAS, on December 17, 2025, in furtherance of the Project, the City Council introduced Ordinance No. 2025-04, incorporated herein as though fully set forth herein, to approve a Specific Plan Amendment, Development Agreement, Planned Development Permit (Master and Precise Plan), and adopted a Fifth Addendum to the Final Environmental Impact Report ("FEIR") prepared for the 2012 General Plan Update, Downtown Specific Plan Update, and Climate Action Plan and revised Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, concurrently, the Applicant submitted a Design Review Permit as required for Planned Development Projects involving new construction as outlined in Article 64 (Design Review) of the Escondido Zoning Code; and

WHEREAS, the Applicant has demonstrated that the Project is within one-half mile of a major transit stop as defined in Government Code section 21064.3 and does not meet any of the standards

under such regulation to cause the Project to be ineligible, and thus eligible to use Government Code section 65863.2 et seq. (also known as Assembly Bill (AB) 2097); and

WHEREAS, pursuant to Government Code section 65863.2 et seq., a public agency (i.e., the City) shall not impose or enforce any minimum automobile parking requirements on eligible residential development projects within one-half mile of a major transit stop as defined under section 21064.3; and

WHEREAS, the Planning Division studied the Application, performed necessary investigations, prepared a written report, and hereby recommends approval of the Project as depicted on the plan set shown in Exhibit "B"; and

WHEREAS, the Planning Commission of the City of Escondido held a duly noticed public hearing on November 18, 2025, as prescribed by law, at which time the Planning Commission received and considered the reports and recommendation of the Planning Division and all interested persons were given the opportunity to appear and present their views with respect to the Application. Evidence was submitted to and considered by the Planning Commission, including written and oral testimony from City staff, interested parties, and the public. Following the public hearing, the Planning Commission adopted Resolution No. 2025-10, which recommended that the City Council approve the Project; and

WHEREAS, the City Council held a duly noticed public hearing on December 17, 2025, as prescribed by law, at which time the City Council received and considered the staff report, dated December 17, 2025 with attachments, and recommendation of the Planning Division and Planning Commission, and gave all person's full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the City Council, including, without limitation:

a) Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;

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

c) The City Council staff report, dated December 17, 2025 with its attachments including the November 18, 2025 Planning Commission staff report, as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein;

d) The Planning Commission's recommendation; and

e) Additional information submitted during the public hearing; and

WHEREAS, the City Clerk, whose office is located at 201 North Broadway, Escondido, California 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and material shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

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

1. The above recitations are true.

2. That the City Council has reviewed and considered the Fifth Addendum prepared for the Project, in conformance with CEQA, and Article 47 (Environmental Quality), the staff report dated December 17, 2025, and testimony given at the public hearing, and adopted Ordinance No. 2025-13.

3. That the Factors to Be Considered / Findings of Fact, attached as Exhibit "C" hereto and incorporated by this reference, were made by the City Council, and upon their consideration along with the

staff reports, public testimony presented at the hearing, and all other oral and written evidence on this Project, the City Council **approves** the Project, subject to the Conditions of Approval set forth in Exhibit "D" hereto and incorporated by this reference. The City Council expressly declares that it would not have made this decision except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the uses permitted hereby.

4. The development plans for the Project are on file in the Planning Division of the Development Services Department and are available for inspection by anyone interested herein, and the development plans are incorporated herein by this reference as if they were fully set forth herein. The Project is **conditionally approved** as set forth on the Application and Project drawings, and which shall not be altered without the express authorization by the Planning Division. Any deviations from the approved development plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.

5. That concurrently with this Resolution, the City Council is taking a number of actions in furtherance of the Project, as generally described by the December 17, 2025, City Council staff report. No single component of the series of actions made in connection with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective in the manner provided by state law. Therefore, this Resolution shall become effective and operative on the day immediately subsequent to the date that Ordinance No. 2025- 13 becomes effective.

BE IT FURTHER RESOLVED that, pursuant to Government Code Section 66020(d)(1):

1. NOTICE IS HEREBY GIVEN that the Project is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval. The Project is subject to certain fees described in the

City of Escondido's Development Fee Inventory on file in the Development Services Departments. The Applicant shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed to ensure that new development pays the capital costs associated with growth. The Applicant is advised to review the Planned Fee Updates portion of the web page, www.escondido.gov, and regularly monitor and/or review fee-related information to plan for the costs associated with undertaking the Project.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this Resolution begins on the effective date of this Resolution, and any such protest must be in a manner that complies with Government Code section 66020.

Exhibit "A"

Legal Description

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

PARCEL 1:
LOTS 21 THOUGH 24 INCLUSIVE IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PARCEL 2:
LOTS 25 AND 26 IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

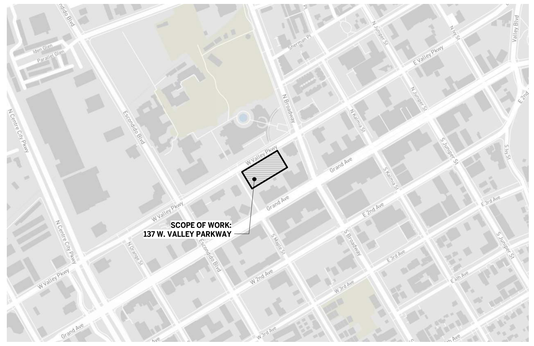
PARCEL 3:
LOTS 27 AND 28 IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PARCEL 4:
LOTS 29 THOUGH 33 INCLUSIVE IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

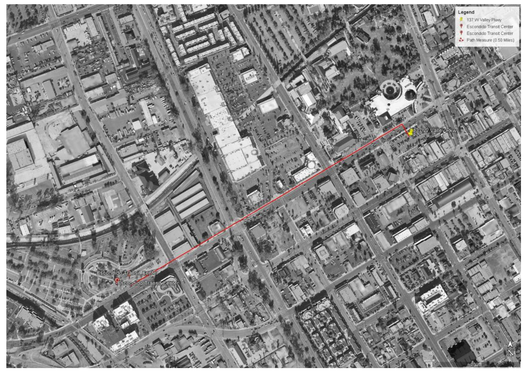
Exhibit B-1

Autodesk Docs://23036.Aspire Escondido/23036_Aspire Escondido_A4_2024.rvt

LOCALITY MAP



VICINITY MAP - DISTANCE TO TRANSIT CENTER



RENDERING

PROPOSED RESIDENTIAL PROJECT "KINGSBARN"

PROPOSED PROJECT "KINGSBARN"
137 WEST VALLEY PARKWAY
ESCONDIDO, CA 92025

APN DESCRIPTION: APN-229-421-26-00

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

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PROJECT DESCRIPTION

PROPOSED MARKET RATE MULTIFAMILY DEVELOPMENT CONSISTING OF 128 DWELLING UNITS WITH 115 PARKING STALLS WITHIN THE GROUND LEVEL GARAGE. THE PROJECT PROPOSES SECOND FLOOR PODIUM LEVEL AMENITIES, INCLUDING A POOL, SPA, BBQS, CLUB ROOM, FITNESS CENTER, AND OUTDOOR GARDEN SPACES. THE PROJECT FEATURES A GROUND LEVEL RESIDENT LOUNGE / LOBBY LOCATED ON THE CORNER OF WEST VALLEY PARKWAY AND MAPLE PLAZA. THE PROJECT INCLUDES OFF-SITE IMPROVEMENTS AND LANDSCAPING ALONG THE WEST VALLEY PARKWAY FRONTAGE AND WITHIN MAPLE PLAZA.

DEVELOPMENT SUMMARY

SITE AREA:	45,489 SF (1.04 ACRES)
LAND USE:	DOWNTOWN SPECIFIC PLAN HISTORIC DOWNTOWN DISTRICT - RETAIL CORE AREA
DENSITY:	DOWNTOWN SPECIFIC PLAN ALLOWS UP TO 75 DU/ACRE = 78 BASE DU 116 D.U. MINIMUM PER AGREEMENT WITH THE CITY OF ESCONDIDO. 50 DWELLING UNITS FROM THE DSP CREDIT POOL 128 TOTAL DU PROPOSED = 123.08 DU/ACRE
CONSTRUCTION TYPE: PROPOSED FAR:	TYPE I (LEVEL 1) AND TYPE V-A ON UPPER LEVELS (SEE SHEET G0.1)

LEVEL 01	**2,980 SF**
LEVEL 02	**26,481 SF**
LEVEL 03	**26,440 SF**
LEVEL 04	**31,043 SF**
LEVEL 05	**26,440 SF**
GRAND TOTAL FAR:	**113,384 SF**

LOT COVERAGE:	= (PROPOSED LOT COVERAGE) / (SITE AREA) = (43,202 SF) / (45,849 SF) = 94% Lot Coverage
MIN. SETBACKS:	FRONT: 14' FROM CURB REQUIRED / 14' FROM CURB PROPOSED. SIDE: 0' REQUIRED / 0' PROPOSED. REAR: 0' REQUIRED / 0' PROPOSED.
OPEN SPACE:	300 SF PER DWELLING UNIT REQUIRED = 38,400 SF REQUIRED (SEE SHEET G0.1) PROVIDED:

OPEN-MAPLE PLAZA	12,298 SF
OPEN-PRIVATE	8,121 SF
OPEN-PUBLIC	16,869 SF
TOTAL OPEN SPACE PROVIDED:	37,288 SF

RESIDENTIAL STORAGE:	80 CU.FT. PER DWELLING UNIT REQUIRED LEVEL - 1: 80 STORAGE UNITS LEVEL - 2: 32 STORGE UNITS LEVEL - 3 : 8 STORAGE UNITS LEVEL - 4: 8 STORAGE UNITS TOTAL STORAGE UNITS 128
MAX. STRUCTURE HT:	MAXIMUM HEIGHT: 65' (PER SPECIFIC PLAN HEIGHT OVERLAY) HEIGHT PROPOSED: 61'-6" (SEE ELEVATIONS A3.1 & A3.2)
NUMBER OF STORIES:	4 STORIES PERMITTED - 5 STORIES PROPOSED THROUGH SP AMENDMENT PARKING /LOBBY AT GRADE, 4 STORIES OF RESIDENTIAL ABOVE.

PARKING

PARKING: LESS THAN A 1/2 MILE FROM THE ESCONDIDO TRANSIT CENTER, NO PARKING REQUIRED PER PSA.

	STALLS		TANDEM STALLS	
STALL TYPE	COUNT	TOTAL %	TANDEM COUNT	TANDEM %
Accessible - 9'-0" x 18'-0"	5	4%	0	0%
Accessible Van - 12'-0" x 18'-0"	1	1%	0	0%
Compact -8'-6" x 16'-0"	11	10%	0	0%
Compact - 9' x 16'-0"	1	1%	0	0%
Standard -8'-6" x 18'-0"	43	38%	10	9%
Standard - 9'-0" x 18'-0"	52	46%	11	10%
TOTAL PROVIDED SPACES: 113	113	100%	21	18%

EV PARKING COUNT:

EV PARKING CATEGORY	RATIO	REQUIRED	PROVIDED	TOTAL %
EV READY	40% PER CALGREEN 4.106.4.2.2 (EV RECEPTACLES)	46	47	42%
EVSE	10% PER CALGREEN 4.106.4.2.2 (EV CHARGERS)	11	11	10%
NON-EV STALLS	N/A	N/A	55	49%
Grand total: 113			113	100%

PER 11B-228.3.1, 1 ACCESSIBLE VAN EVCS STALL AND 1 ACCESSIBLE STANDARD EVCS STALL ARE REQUIRED BASED ON TOTAL NUMBER OF EVCS AT FACILITY (5 TO 25 RANGE) . THIS STALLS SHALL HAVE AN ACCESS AISLE OF MIN. 60" AND CLEAR FLOOR SPACE ON AN ACCESSIBLE ROUTE, PER 11B-812.9

SHORT TERM BICYCLE PARKING: (PER CALGREEN 5.106.4.1.1)

TYPE	RATIO	TOTAL REQ.	PROPOSED
RESIDENTIAL	5% OF VEHICULAR PARGKIN, 1 MIN	6 SPACES	8 SPACES

LONG TERM BICYCLE PARKING: (PER CALGREEN 5.106.4.1.2)

TYPE	RATIO	TOTAL REQ.	PROPOSED
RESIDENTIAL	5% OF (115) TENANT SPACES, 1 MIN.	6 SPACES	8 SPACES

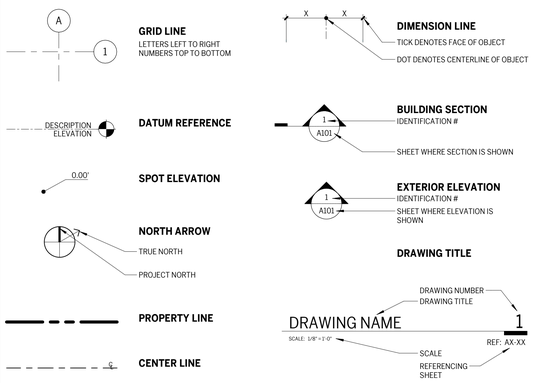
DEVIATIONS FROM DEVELOPMENT STANDARDS

1. REQUEST 50% REDUCTION IN USABLE OPEN SPACE REQUIREMENT PER THE DOWNTOWN SPECIFIC PLAN.
2. REQUEST APPROVAL OF COMBINATION COMPACT/ STANDARD TANDEM STALLS (NO PARKING REQUIRED PER APPROVED PURCHASE AGREEMENT)
3. REDUCTION IN PRIVATE STORAGE FROM 80 CUFT FOR ALL UNITS TO 80 CUFT FOR 50% OF UNITS
4. REDUCTION IN STREET TREES FROM 11 TO 7 DUE TO UTILITY CONFLICTS

CODE SUMMARY

APPLICABLE CODES:	CALIFORNIA RESIDENTIAL CODE, 2022 EDITION CALIFORNIA BUILDING CODE (CBC), 2022 EDITION CALIFORNIA MECHANICAL CODE (CMC), 2022 EDITION CALIFORNIA PLUMBING CODE (CPC), 2022 EDITION CALIFORNIA ELECTRICAL CODE (CEC), 2022 EDITION CALIFORNIA GREEN BUILDING CODE, 2022 EDITION REGULATIONS AND ORDINANCES OF THE CITY OF ESCONDIDO
WATER:	BY CONNECTION TO EXISTING
SEWER:	BY GRAVITY INTO EXISTING
GAS + ELECTRICAL:	SDG&E

ARCHITECTURAL LEGENDS AND SYMBOLS



GENERAL NOTES

1. THE DRAWINGS AND PROJECT MANUAL ARE PROPERTY OF STEINBERG HART AND ARE NOT TO BE USED FOR ANY OTHER PROJECT THAN THE LOCATION SHOWN HEREON. NO CHANGES ARE TO BE MADE WITHOUT THE KNOWLEDGE OR CONSENT OF THE ARCHITECT OR ENGINEER WHOSE SIGNATURE APPEARS HEREON.
2. THESE GENERAL NOTES APPLY TO ALL ARCHITECTURAL DRAWINGS AND SHEETS STAMPED AND SIGNED BY THE AOR WHETHER OR NOT THESE NOTES ARE SPECIFICALLY REFERENCED FROM OTHER SHEETS. BECOME FAMILIAR WITH THESE CONTRACT DOCUMENTS. REVIEW THE SHEET INDEX TO FAMILIARIZE, LOCATE AND/OR IDENTIFY A SPECIFIC TYPE OF SHEET (I.E., PARTITION TYPES), NOT READING AND REVIEWING THIS CONTRACT DOCUMENT IN ITS ENTIRETY DOES NOT RELIEVE THE CONTRACTOR OF CONSTRUCTION RESPONSIBILITIES.
3. ALL ITEMS SHOWN IN THESE DOCUMENTS ARE NEW UNLESS OTHERWISE NOTED.
4. THESE DOCUMENTS HAVE BEEN PREPARED IN A 30" X 42" FORMAT. ALL SCALE REFERENCES ARE INDICATED ACCORDING TO THIS FORMAT.
5. "TYP" INDICATES REPEAT, WHEREVER THIS CONDITION OCCURS.
6. REFERENCE PLANS ARE PROVIDED TO GIVE OVERALL PLAN VIEWS, ENLARGEMENT REFERENCES, EXTERIOR ELEVATION AND SECTION REFERENCES.

DEFERRED SUBMITTALS

1. FIRE UNDERGROUND LINES, FIRE SPRINKLER, FIRE ALARM AND FIRS RESPONDER RADIO COVERAGE

SHEET INDEX

SHEET NO.	SHEET NAME	ENTITLEMENT, 24-04-01	PLAN REVIEW, 24-09-04	PLAN REVIEW, 24-11-27	ENTITLEMENT,25-04-30	ENTITLEMENT, 25-09-10		
GENERAL								
G0.0	TITLE SHEET	●	●	●	●	●		
G0.1	OPEN SPACE DIAGRAMS	●	●	●	●	●		
G0.2	F.A.R DIAGRAMS	●	●	●	●	●		
G0.3	NET RENTABLE AREAS AND UNIT MIX	●	●	●	●	●		
G0.4	FIRE PLAN	●	●	●	●	●		
G0.5	RESCUE WINDOWS DIAGRAM	●	●	●	●	●		
G1.0	SITE PHOTOS	●	●	●	●	●		
G1.1	DESIGN NARRATIVE 1	●	●	●	●	●		
G2.1	PERSPECTIVES 1	●	●	●	●	●		
G2.2	PERSPECTIVES 2	●	●	●	●	●		
G2.3	PERSPECTIVES 3	●	●	●	●	●		
G2.4	PERSPECTIVES 4	●	●	●	●	●		
G2.5	WALL SECTIONS		●	●	●	●		
G2.6	WALL SECTIONS		●	●	●	●		
ARCHITECTURAL								
A1.0	PROPOSED SITE PLAN	●	●	●	●	●		
A2.1	LEVEL 1	●	●	●	●	●		
A2.2	LEVEL 2	●	●	●	●	●		
A2.3	LEVEL 3-5 TYPICAL	●	●	●	●	●		
A2.6	ROOF PLAN	●	●	●	●	●		
A2.10E	TYPICAL UNITS	●	●	●	●	●		
A2.11E	TYPICAL UNITS	●	●	●	●	●		
A2.12E	TYPICAL UNITS		●	●	●	●		
A3.1	ELEVATIONS	●	●	●	●	●		
A3.2	ELEVATIONS	●	●	●	●	●		
A3.3	SECTIONS	●	●	●	●	●		
A3.4	MATERIAL BOARD	●	●	●	●	●		
CIVIL								
C1.0	EXISTING CONDITIONS AND MAPPING CONSTRAINTS	●	●	●	●	●		
C1.1	DEMOLITION PLAN	●	●	●	●	●		
C2.0	PRELIMINARY GRADING AND DRAINAGE PLAN	●	●	●	●	●		
C2.1	PRELIMINARY GRADING AND DRAINAGE PLAN	●	●	●	●	●		
C3.0	PRELIMINARY UTILITY PLAN	●	●	●	●	●		
LANDSCAPE								
L-1.0	LANDSCAPE CONCEPT PLAN LEVEL 1	●	●	●	●	●		
L-1.1	LANDSCAPE CONCEPT PLAN LEVEL 2	●	●	●	●	●		
L-1.2	LANDSCAPE CONCEPT IRRIGATION PLAN LEVEL 1		●	●	●	●		
L-1.3	LANDSCAPE CONCEPT IRRIGATION PLAN LEVEL 2		●	●	●	●		

KINGSBARN REALTY CAPITAL

CLIENT
KINGSBARN REALTY CAPITAL

steinberg hart

ARCHITECT
Steinberg Hart
320 Laurel Street
San Diego, CA 92101

LICENSED ARCHITECT
K. K. CHRISTOPHER
No. C-32611
STATE OF CALIFORNIA

KINGSBARN ESCONDIDO

137 WEST VALLEY PARKWAY
ESCONDIDO, CA 92025

REV	DATE	ISSUE
5	09/10/25	Entitlement Set
4	4/30/25	Entitlement Set
3	11/27/24	Plan Review comments
2	9/04/24	Plan Review comments
1	04/01/24	Entitlement Set

TITLE SHEET

PROJECT #: 23036.000
DATE:
SCALE: As indicated
DESIGN DEVELOPMENT

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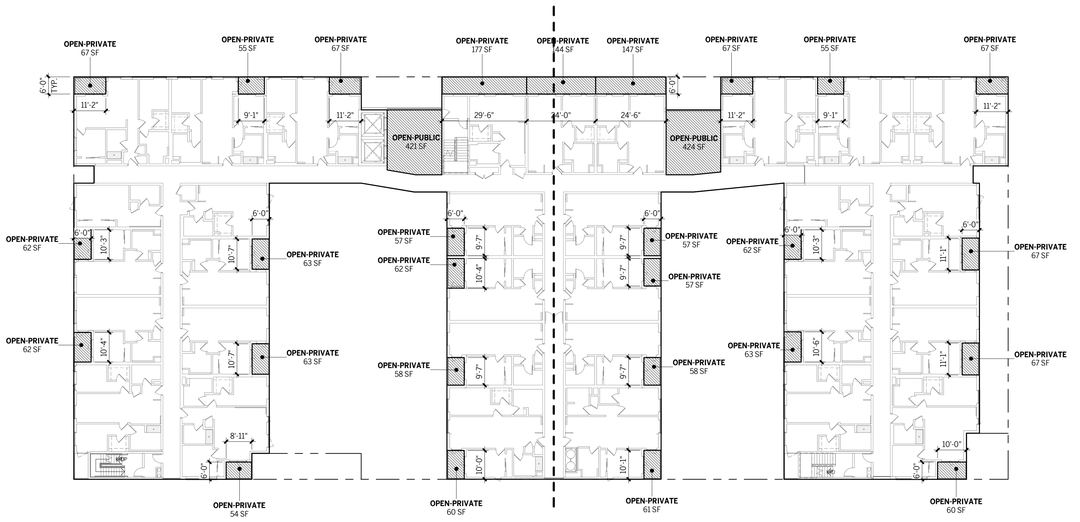
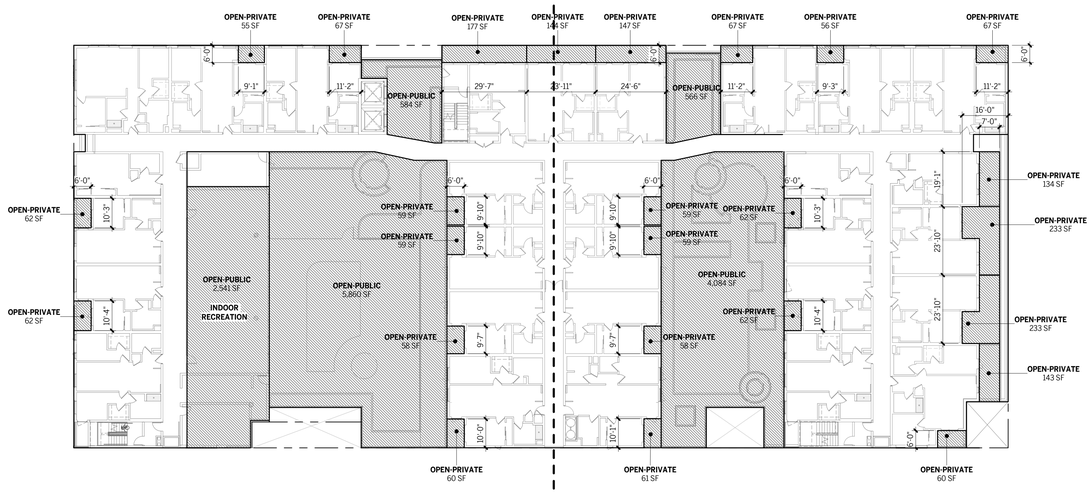
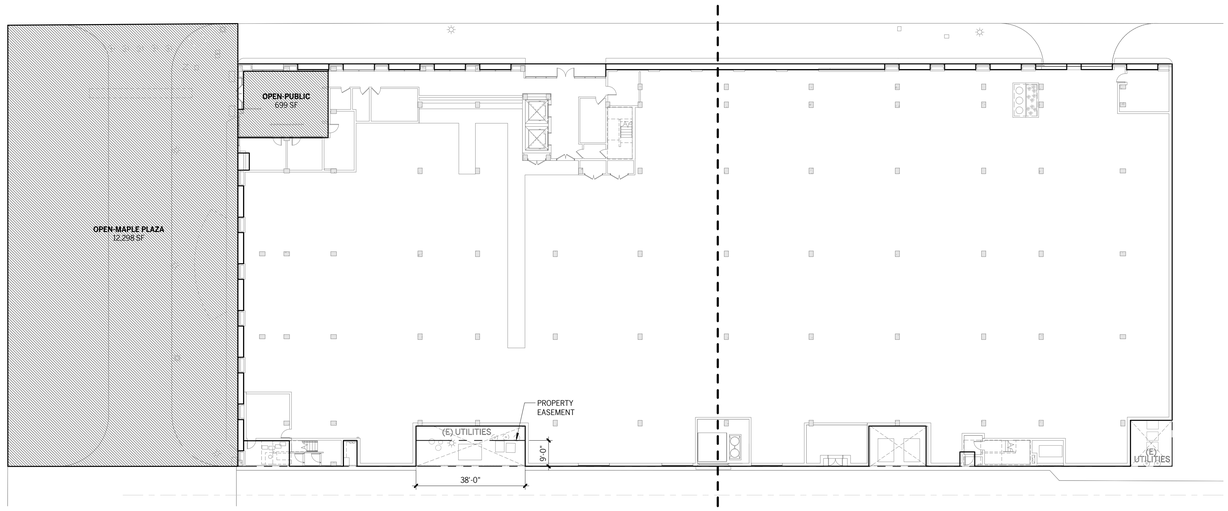


RESIDENTIAL OPEN SPACE - LEVEL 03 THROUH LEVEL 05 — 3
SCALE: 3/64" = 1'-0"
(TYPICAL LEVEL-3 PRESENTED)



RESIDENTIAL OPEN SPACE - LEVEL 02 — 2
SCALE: 3/64" = 1'-0"



PARKING LEVEL OPEN SPACE - LEVEL 01 — 1
SCALE: 3/64" = 1'-0"

OPEN SPACE SUMMARY.		
LEVEL	AREA TYPE	SF
OPEN-PUBLIC		
LEVEL 01	OPEN-PUBLIC	699 SF
LEVEL 02	OPEN-PUBLIC	13,635 SF
LEVEL 03	OPEN-PUBLIC	845 SF
LEVEL 04	OPEN-PUBLIC	845 SF
LEVEL 05	OPEN-PUBLIC	845 SF
		16,869 SF
OPEN-PRIVATE		
LEVEL 02	OPEN-PRIVATE	2,304 SF
LEVEL 03	OPEN-PRIVATE	1,939 SF
LEVEL 04	OPEN-PRIVATE	1,939 SF
LEVEL 05	OPEN-PRIVATE	1,939 SF
		8,121 SF
OPEN-MAPLE PLAZA		
LEVEL 01	OPEN-MAPLE PLAZA	12,298 SF
		12,298 SF
TOTAL OPEN SPACE		37,288 SF

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OPEN SPACE DIAGRAMS

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SCALE: 3/64" = 1'-0"
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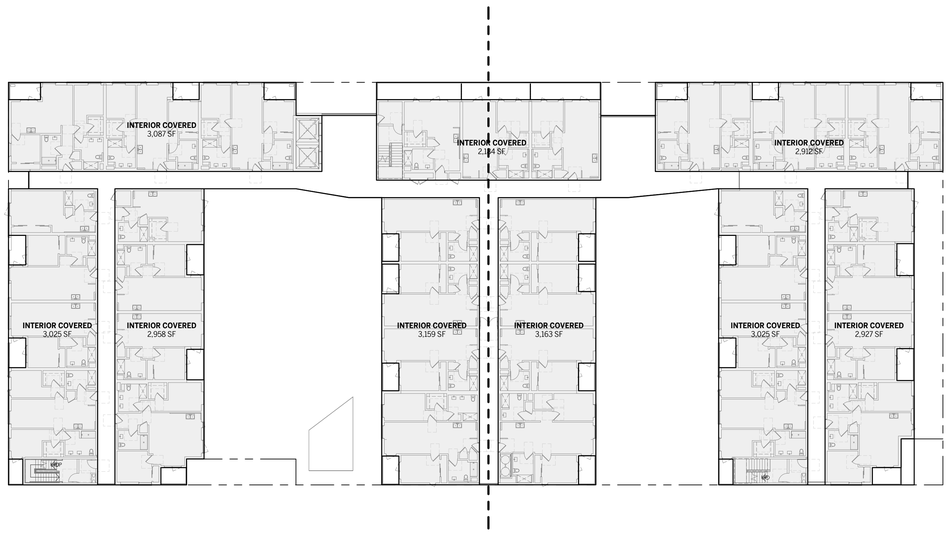
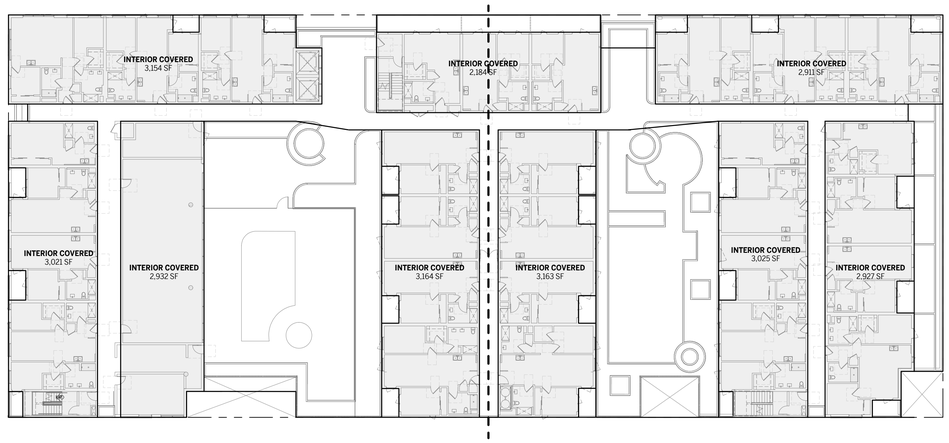


F.A.R. DIAGRAM - LEVEL 03-05 1

SCALE: 3/64" = 1'-0"



F.A.R. DIAGRAM - LEVEL 02 2

SCALE: 3/64" = 1'-0"

F.A.R. DIAGRAM LEVEL 01 3

SCALE: 3/64" = 1'-0"

FLOOR AREA:

MEANS THE TOTAL AREA OF ALL FLOORS AND INTERIOR HABITABLE AREA OF A BUILDING INCLUDED WITHIN THE OUTSIDE FACES OF THE BUILDING'S EXTERIOR WALLS, EXCLUSIVE OF BASEMENT AND ATTIC STORAGE SPACE AND AREAS WITHIN A BUILDING USED FOR THE PARKING OF VEHICLES.

FAR SUMMARY		
LEVEL	**Area Type (FAR)**	**Area (Conversion)**
FLOOR AREA		
LEVEL 01	**FLOOR AREA**	**2,980 SF**
LEVEL 02	**FLOOR AREA**	**26,481 SF**
LEVEL 03	**FLOOR AREA**	**26,440 SF**
LEVEL 04	**FLOOR AREA**	**31,043 SF**
LEVEL 05	**FLOOR AREA**	**26,440 SF**
		113,384 SF
Grand total		**113,384 SF**

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F.A.R DIAGRAMS

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SCALE: 3/64" = 1'-0"
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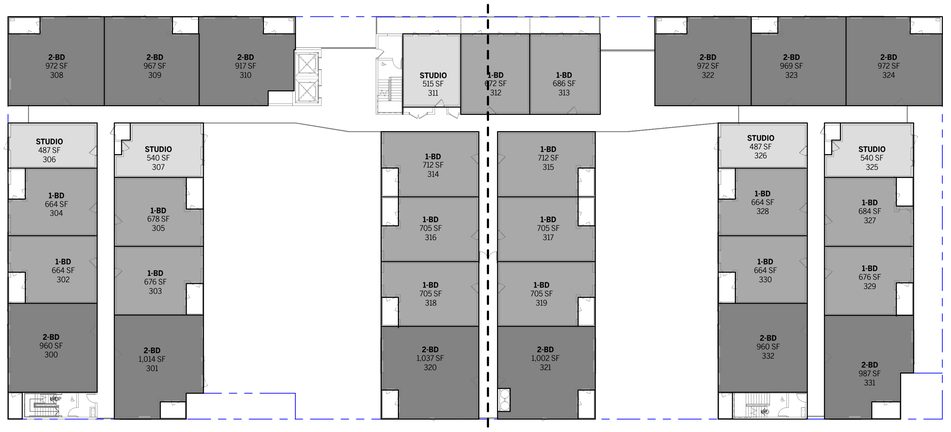
LEVEL 05 - UNIT PLANS 4

SCALE: 3/64" = 1'-0"



LEVEL 03 - UNIT PLANS 2

SCALE: 3/64" = 1'-0"

LEVEL 04 - UNIT PLANS 3

SCALE: 3/64" = 1'-0"

LEVEL 02 - UNIT PLANS 1

SCALE: 3/64" = 1'-0"

UNIT MIX TOTALS

LEVEL	UNIT - COUNT	UNIT MIX %	AREA
1-BD			
LEVEL 02	14	11%	9,610 SF
LEVEL 03	16	13%	10,972 SF
LEVEL 04	16	13%	10,972 SF
LEVEL 05	16	13%	10,972 SF
	62	48%	42,526 SF
2-BD			
LEVEL 02	11	9%	10,778 SF
LEVEL 03	12	9%	11,729 SF
LEVEL 04	12	9%	11,729 SF
LEVEL 05	12	9%	11,729 SF
	47	37%	45,965 SF
STUDIO			
LEVEL 02	4	3%	2,029 SF
LEVEL 03	5	4%	2,569 SF
LEVEL 04	5	4%	2,569 SF
LEVEL 05	5	4%	2,569 SF
	19	15%	9,736 SF
Grand total: 128	128	100%	98,227 SF

NET RENTABLE AREAS

NAME	UNIT NUMBER	AREA SF
LEVEL 02		
1-BD	201	664 SF
1-BD	202	664 SF
1-BD	208	672 SF
1-BD	209	686 SF
1-BD	210	712 SF
1-BD	211	712 SF
1-BD	212	705 SF
1-BD	213	705 SF
1-BD	214	705 SF
1-BD	215	705 SF
1-BD	223	676 SF
1-BD	224	664 SF
1-BD	225	676 SF
1-BD	226	664 SF
2-BD	200	960 SF
2-BD	204	1,039 SF
2-BD	205	967 SF
2-BD	206	915 SF
2-BD	216	1,037 SF
2-BD	217	1,002 SF
2-BD	218	972 SF
2-BD	219	967 SF
2-BD	220	972 SF
2-BD	227	987 SF
2-BD	228	960 SF
STUDIO	203	487 SF
STUDIO	207	515 SF
STUDIO	221	540 SF
STUDIO	222	487 SF
29		22,417 SF

NET RENTABLE AREAS

NAME	UNIT NUMBER	AREA SF
LEVEL 03		
1-BD	302	664 SF
1-BD	303	676 SF
1-BD	304	664 SF
1-BD	305	678 SF
1-BD	312	672 SF
1-BD	313	686 SF
1-BD	314	712 SF
1-BD	315	712 SF
1-BD	316	705 SF
1-BD	317	705 SF
1-BD	318	705 SF
1-BD	319	705 SF
1-BD	327	684 SF
1-BD	328	664 SF
1-BD	329	676 SF
1-BD	330	664 SF
2-BD	300	960 SF
2-BD	301	1,014 SF
2-BD	308	972 SF
2-BD	309	967 SF
2-BD	310	917 SF
2-BD	320	1,037 SF
2-BD	321	1,002 SF
2-BD	322	972 SF
2-BD	323	969 SF
2-BD	324	972 SF
2-BD	331	987 SF
2-BD	332	960 SF
STUDIO	306	487 SF
STUDIO	307	540 SF
STUDIO	311	515 SF
STUDIO	325	540 SF
STUDIO	326	487 SF
33		25,270 SF

NET RENTABLE AREAS

NAME	UNIT NUMBER	AREA SF
LEVEL 04		
1-BD	402	664 SF
1-BD	403	676 SF
1-BD	404	664 SF
1-BD	405	678 SF
1-BD	412	672 SF
1-BD	413	686 SF
1-BD	414	712 SF
1-BD	415	712 SF
1-BD	416	705 SF
1-BD	417	705 SF
1-BD	418	705 SF
1-BD	419	705 SF
1-BD	427	684 SF
1-BD	428	664 SF
1-BD	429	676 SF
1-BD	430	664 SF
2-BD	400	960 SF
2-BD	401	1,014 SF
2-BD	408	972 SF
2-BD	409	967 SF
2-BD	410	917 SF
2-BD	420	1,037 SF
2-BD	421	1,002 SF
2-BD	422	972 SF
2-BD	423	969 SF
2-BD	424	972 SF
2-BD	431	987 SF
2-BD	432	960 SF
STUDIO	406	487 SF
STUDIO	407	540 SF
STUDIO	411	515 SF
STUDIO	425	540 SF
STUDIO	426	487 SF
33		25,270 SF

NET RENTABLE AREAS

NAME	UNIT NUMBER	AREA SF
LEVEL 05		
1-BD	502	664 SF
1-BD	503	676 SF
1-BD	504	664 SF
1-BD	505	678 SF
1-BD	512	672 SF
1-BD	513	686 SF
1-BD	514	712 SF
1-BD	515	712 SF
1-BD	516	705 SF
1-BD	517	705 SF
1-BD	518	705 SF
1-BD	519	705 SF
1-BD	527	684 SF
1-BD	528	664 SF
1-BD	529	676 SF
1-BD	530	664 SF
2-BD	500	960 SF
2-BD	501	1,014 SF
2-BD	508	972 SF
2-BD	509	967 SF
2-BD	510	917 SF
2-BD	520	1,037 SF
2-BD	521	1,002 SF
2-BD	522	972 SF
2-BD	523	969 SF
2-BD	524	972 SF
2-BD	531	987 SF
2-BD	532	960 SF
STUDIO	506	487 SF
STUDIO	507	540 SF
STUDIO	511	515 SF
STUDIO	525	540 SF
STUDIO	526	487 SF
33		25,270 SF
Grand total: 128		98,227 SF

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NET RENTABLE AREAS AND UNIT MIX

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DESIGN DEVELOPMENT

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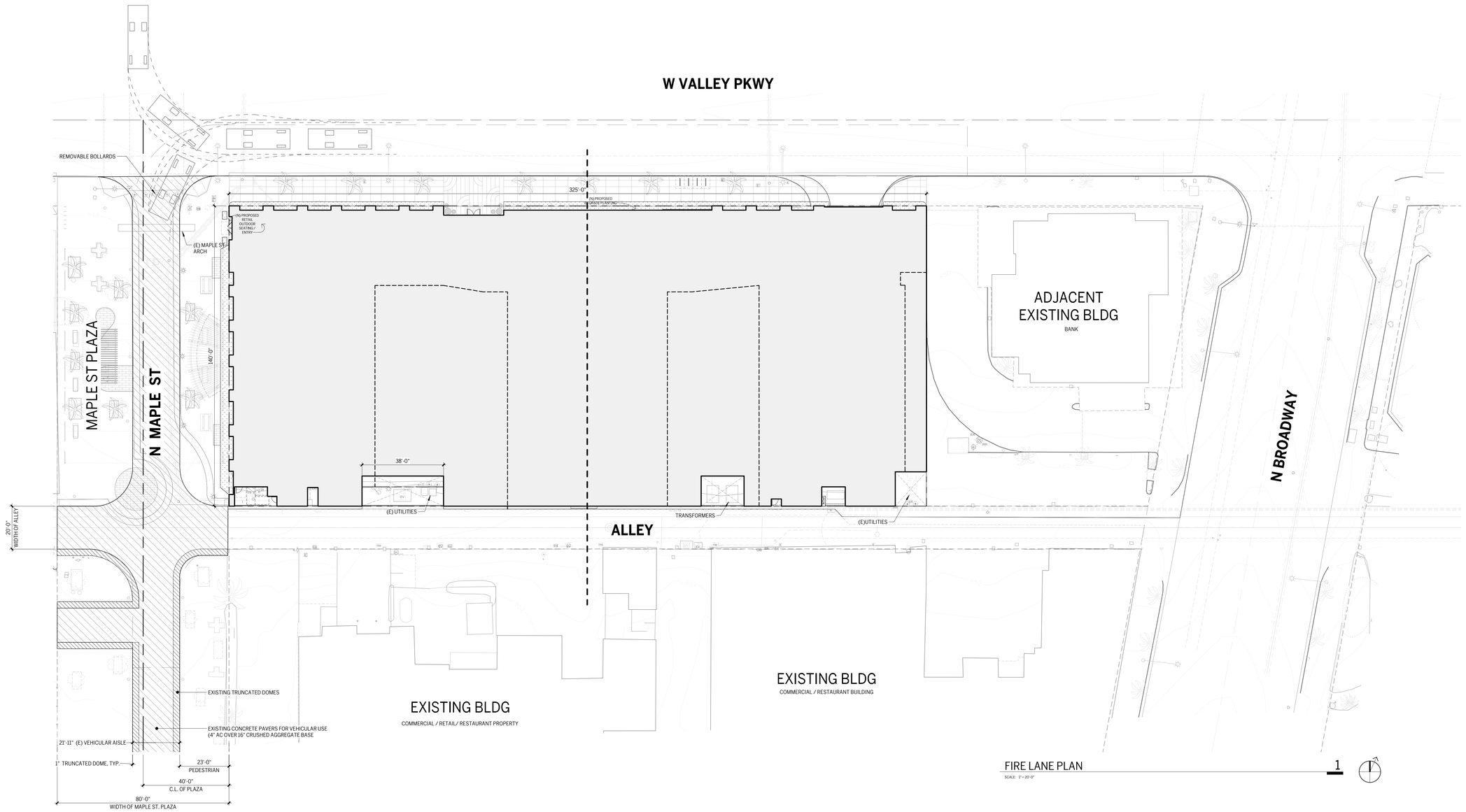

FIRE LANE PLAN 1
SCALE: 1" = 20'-0"

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FIRE PLAN

PROJECT #: 23036.000
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SCALE: 1" = 20'-0"
DESIGN DEVELOPMENT

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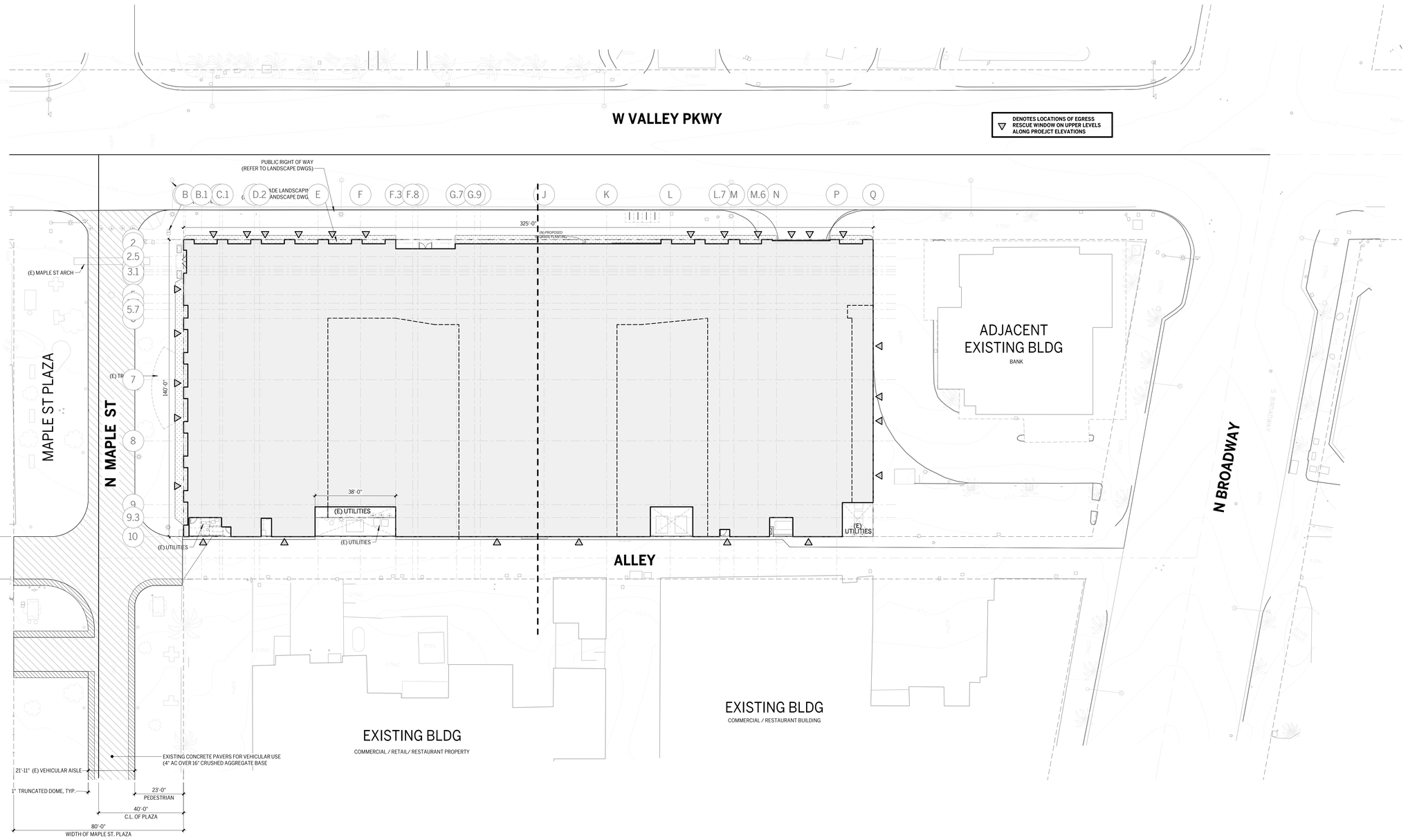

FIRE RESCUE WINDOW DIAGRAM 1
SCALE: 1" = 20'-0"

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RESCUE WINDOWS DIAGRAM

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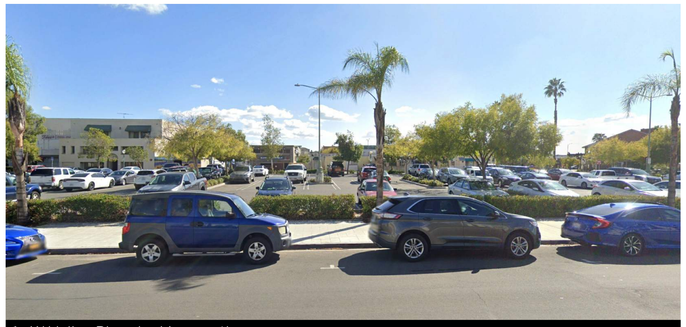
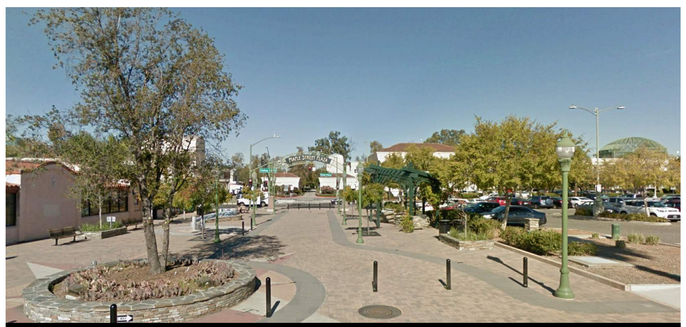


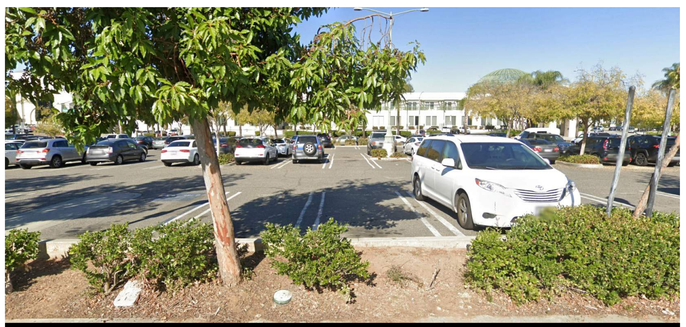
1. W Valley Pkwy looking south

2. W Valley Pkwy looking Maple St Plaza

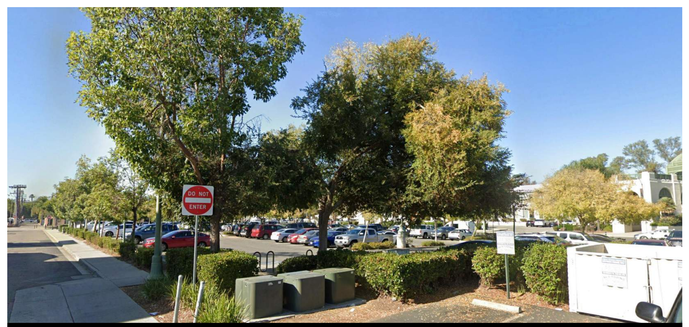
3. Looking east on W Valley Pkwy



4. Looking north on Maple St plaza



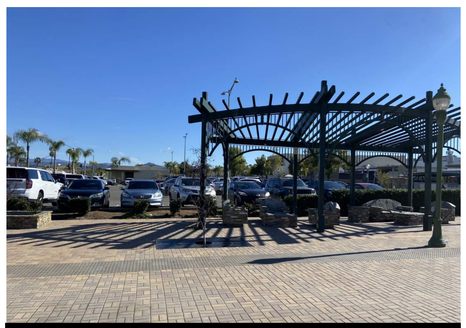
5. Alley Looking North



6. SouthEast Alley Looking North

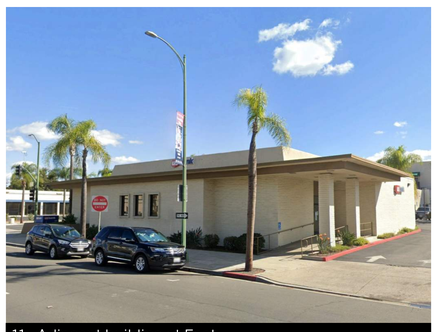
7. Alley and Maple St corner

8. Maple looking NorthEast

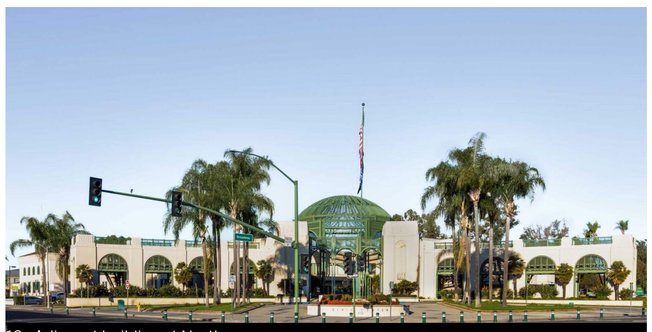


9. Maple looking East

10. Adjacent building at west

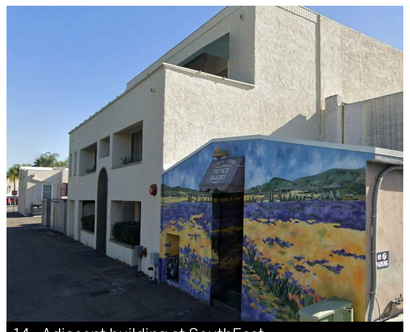


11. Adjacent building at East

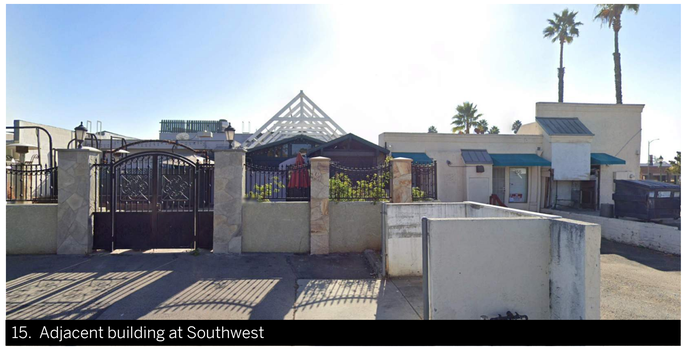


12. Adjacent building at North

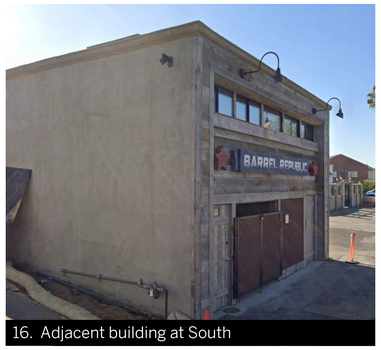
13. Adjacent building at SouthEast



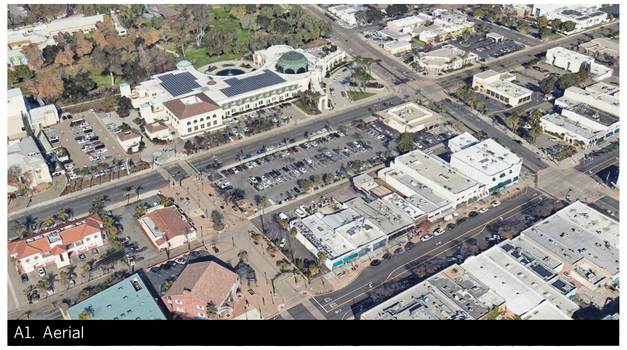
14. Adjacent building at SouthEast



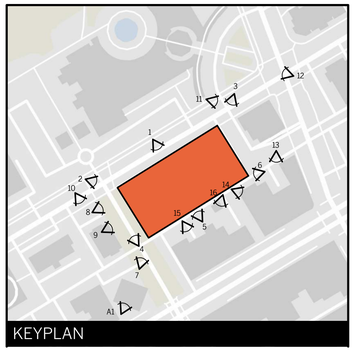
15. Adjacent building at Southwest



16. Adjacent building at South



A1. Aerial



KEYPLAN

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SITE PHOTOS

PROJECT #: 23036.000
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DESIGN DEVELOPMENT

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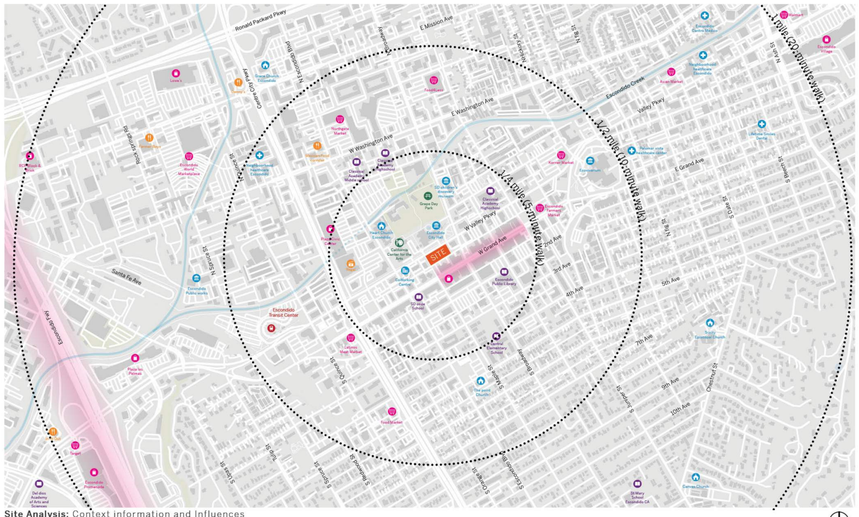
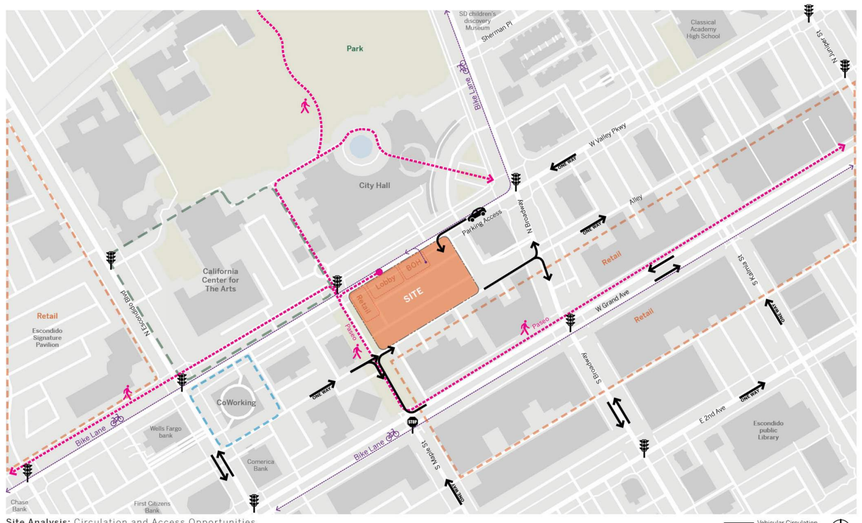
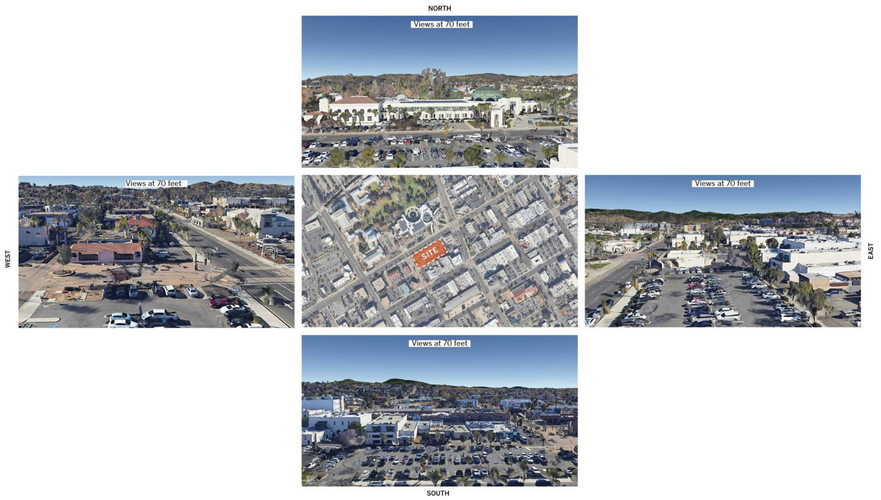


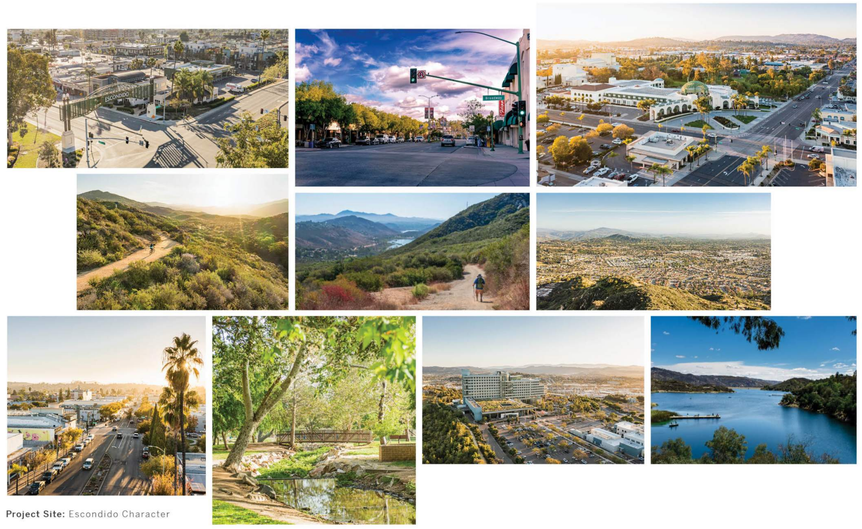
Site Analysis: Context information and Influences



Site Analysis: Circulation and Access Opportunities



Site Analysis: Access to Views Based on Vicinity Building Heights



Project Site: Escondido Character

Project Site: Context Character and Influences

Project Site: Context Character and Influences

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DESIGN NARRATIVE 1

PROJECT #: 23036.000
DATE:
SCALE: 1" = 1'-0"
DESIGN DEVELOPMENT

G1.1

VIEW: CORNER OF W. VALLEY LOOKING SOUTHEAST TOWARDS ENTRY LOBBY

VIEW: CORNER OF W. VALLEY AND MAPLE STREET LOOKING EAST

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PERSPECTIVES 1

PROJECT #: 23036.000
DATE:
SCALE: 1" = 1'-0"

DESIGN DEVELOPMENT

G2.1

VIEW: ENTRY LOBBY LOOKING WEST

VIEW: ENTRY LOBBY LOOKING UP

VIEW: W VALLEY PKY AND MAPLE STREET CORNER

VIEW: MAPLE STREET LOOKING TOWARDS RETAIL AREA

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PERSPECTIVES 2

PROJECT #: 23036.000
DATE:
SCALE: 1" = 1'-0"
DESIGN DEVELOPMENT

G2.2

VIEW: CORNER OF W. VALLEY AND MAPLE STREET LOOKING SOUTHEAST

VIEW: CORNER OF W. VALLEY LOOKING SOUTHWEST

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PERSPECTIVES 3

PROJECT #: 23036.000
DATE:
SCALE: 1" = 1'-0"

DESIGN DEVELOPMENT

G2.3

VIEW: MAPLE STREET LOOKING NORTH TOWARDS CITY HALL

VIEW: ALLEY LOOKING NORTHEAST TOWARDS BUILDING COURTYARD

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PERSPECTIVES 4

PROJECT #: 23036.000
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SCALE: 1" = 1'-0"
DESIGN DEVELOPMENT

G2.4

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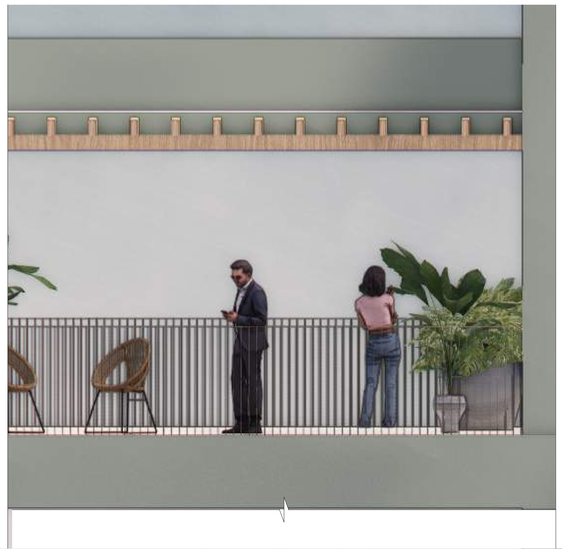
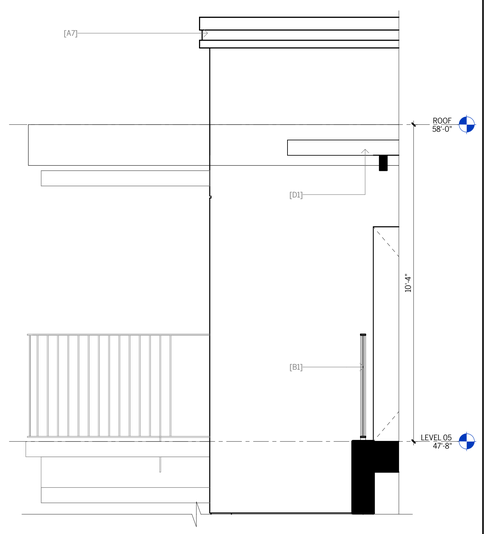
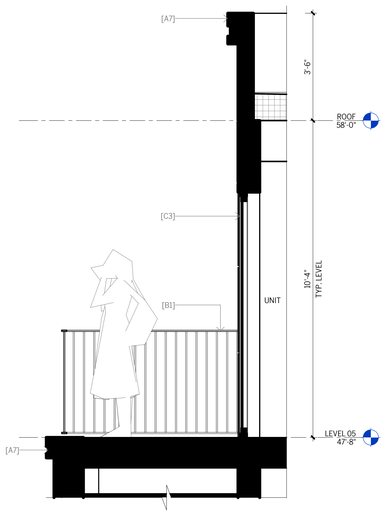
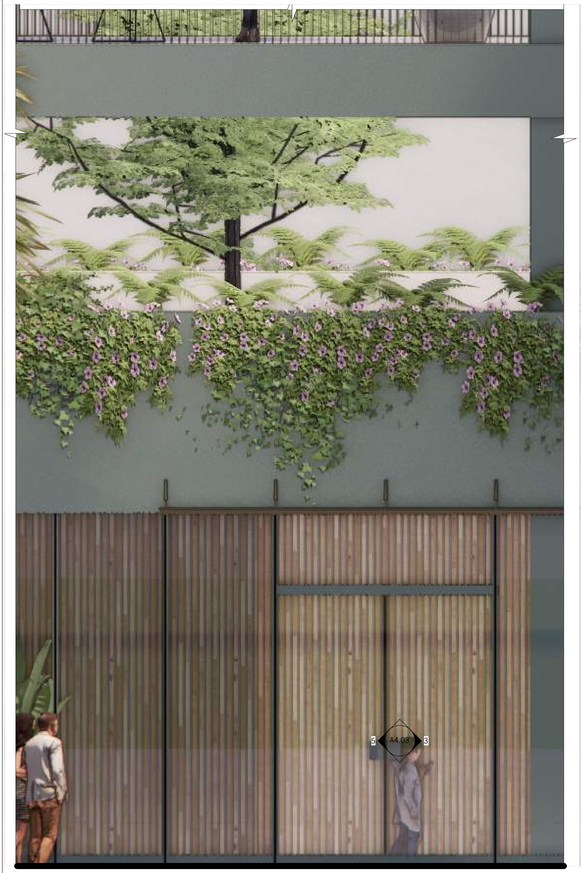
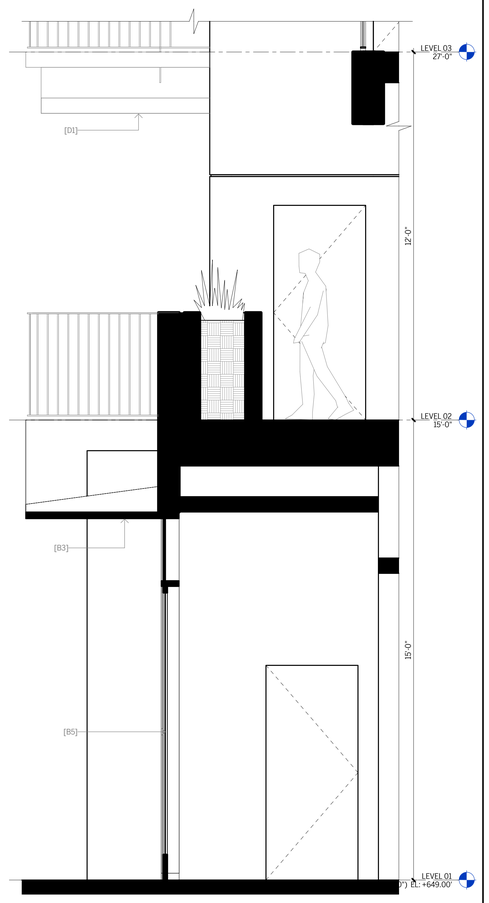
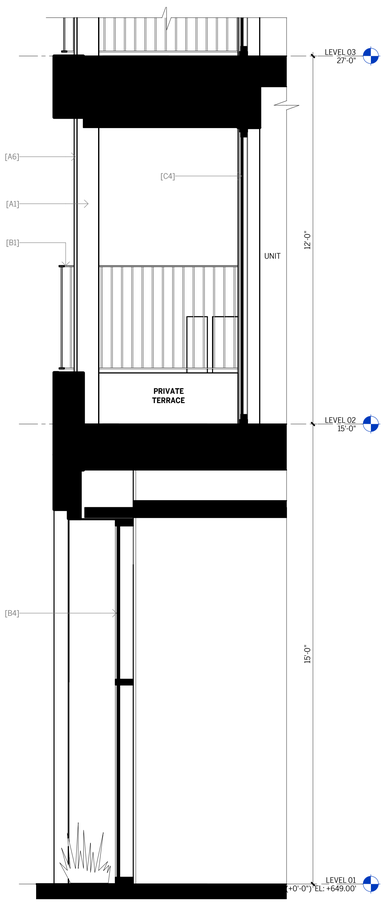


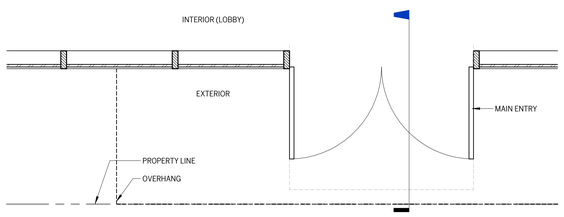




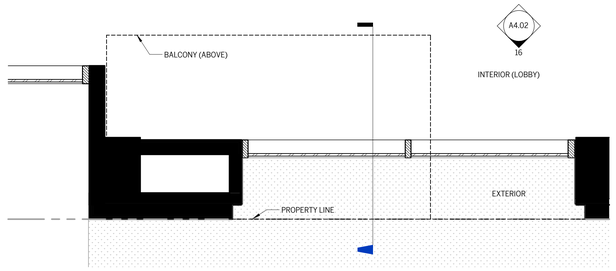








WALL SECTION 1 (MAIN ENTRY OVER W VALLEY PKWY) 2
SCALE: 1/2" = 1'-0"



WALL SECTION 2 (ARCH OVER W VALLEY PKWY) 1
SCALE: 1/2" = 1'-0"

A1	Light cement plaster, sand finish
A2	Dark cement plaster, sand finish
A3	Light brown cement plaster on level 5, sand finish
A4	Accent color cement plaster, sand finish
A6	Light fluted cement plaster molding
A7	Cement plaster molding
A8	Public art wall feature
B1	Prefinished aluminum bar pickets railing in dark bronze color
B2	Aluminum screen in dark bronze color
B3	Custom formed aluminum overhang in dark bronze color
B4	Storefront with metal panel base and head, in dark bronze color
B5	Storefront with metal panel base and head, in green color
B6	Double-height aluminum panel arch and signage area in green color
B7	Rolling overhead aluminum garage door
B8	Aluminum screening for mechanical equipment
C1	Vinyl windows, 8'x4.5', in dark bronze color
C2	Vinyl windows, 8'x2', in dark bronze color
C3	Vinyl window and door in typ. Balconies, 8'x6', in dark bronze color
C4	Vinyl window and door in 2nd level. Balconies, 9'-8"x6', in dark bronze color
D1	Wood pergola attached to soffit
D2	Wood planks on balcony soffits
D3	Privacy wood slats on balcony
L1	Exterior lighting wall mounted, bega dual light emission ip 65

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WALL SECTIONS

PROJECT #: 23036.000
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SCALE: 1/2" = 1'-0"
DESIGN DEVELOPMENT

G2.5

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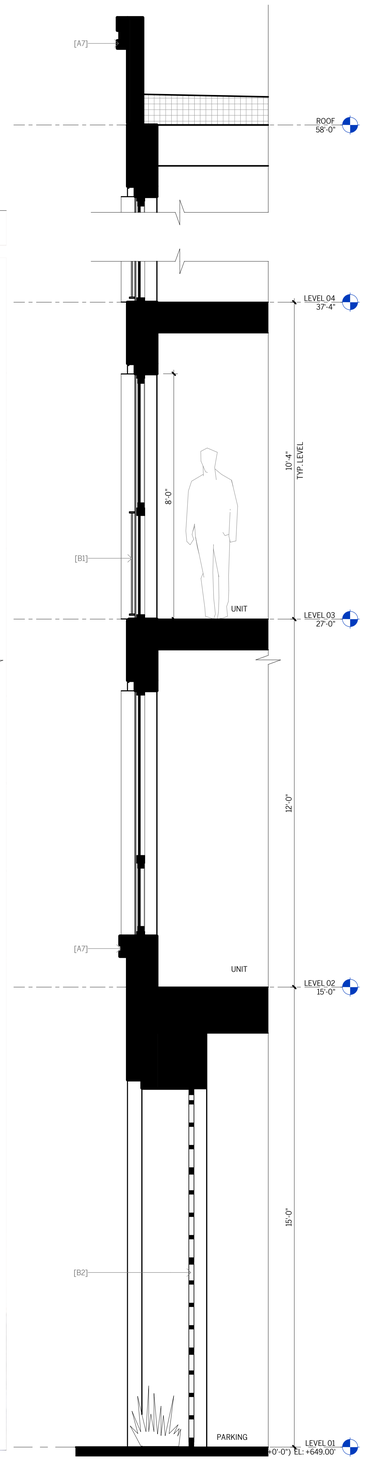
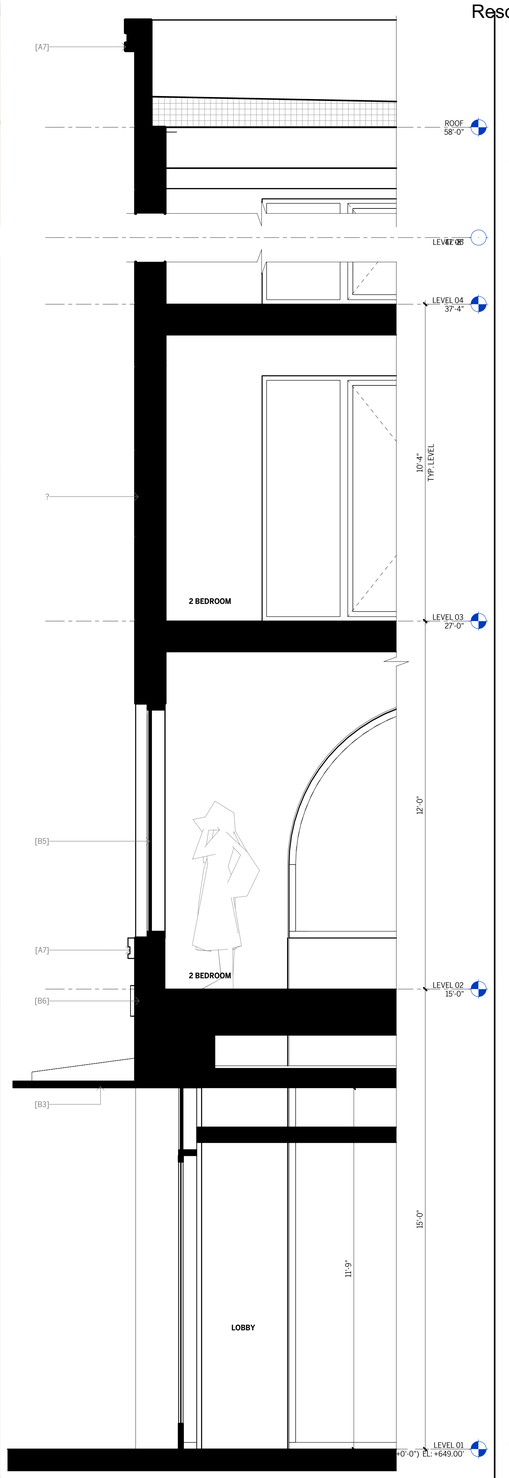
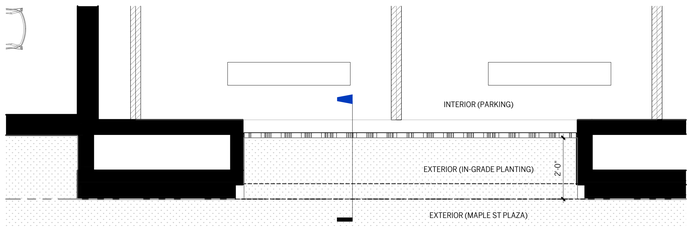
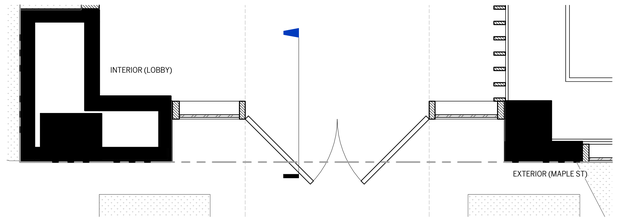






WALL SECTION 3 (ARCHWAY OVER MAPLE ST) 2

SCALE: 1/2" = 1'-0"



WALL SECTION 4 (MAIN ARCH ON ENTRY) 1

SCALE: 1/2" = 1'-0"

A1	Light cement plaster, sand finish
A2	Dark cement plaster, sand finish
A3	Light brown cement plaster on level 5, sand finish
A4	Accent color cement plaster, sand finish
A6	Light fluted cement plaster molding
A7	Cement plaster molding
A8	Public art wall feature
B1	Prefinished aluminum bar pickets railing in dark bronze color
B2	Aluminum screen in dark bronze color
B3	Custom formed aluminum overhang in dark bronze color
B4	Storefront with metal panel base and head, in dark bronze color
B5	Storefront with metal panel base and head, in green color
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C4	Vinyl window and door in 2nd level. Balconies, 9'-8"x6', in dark bronze color
D1	Wood pergola attached to soffit
D2	Wood planks on balcony soffits
D3	Privacy wood slats on balcony
L1	Exterior lighting wall mounted, bega dual light emission ip 65

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WALL SECTIONS

PROJECT #: 23036.000
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SCALE: 1/2" = 1'-0"
DESIGN DEVELOPMENT

G2.6

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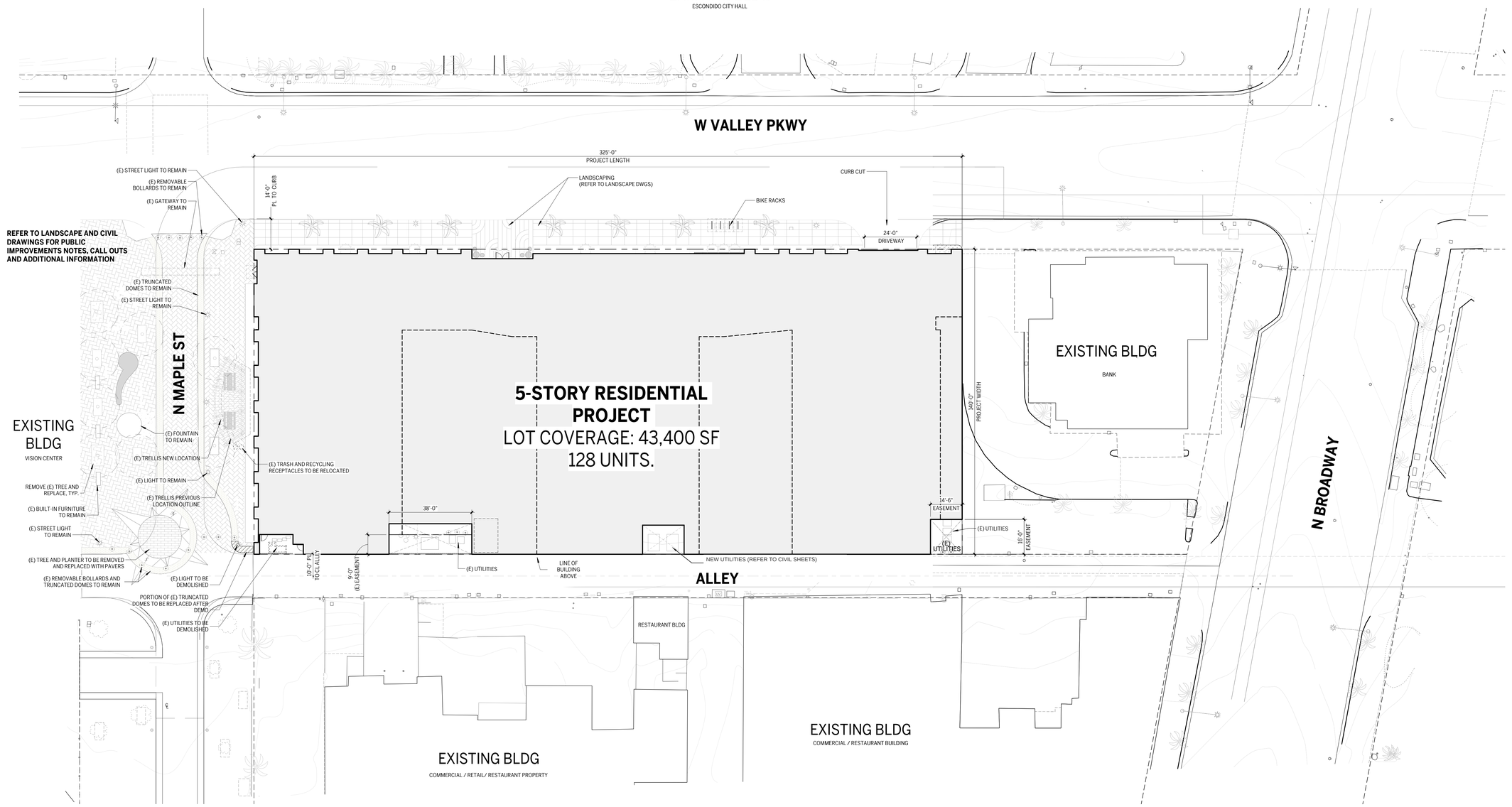

PROPOSED SITE PLAN 1

SCALE: 1" = 20'-0"

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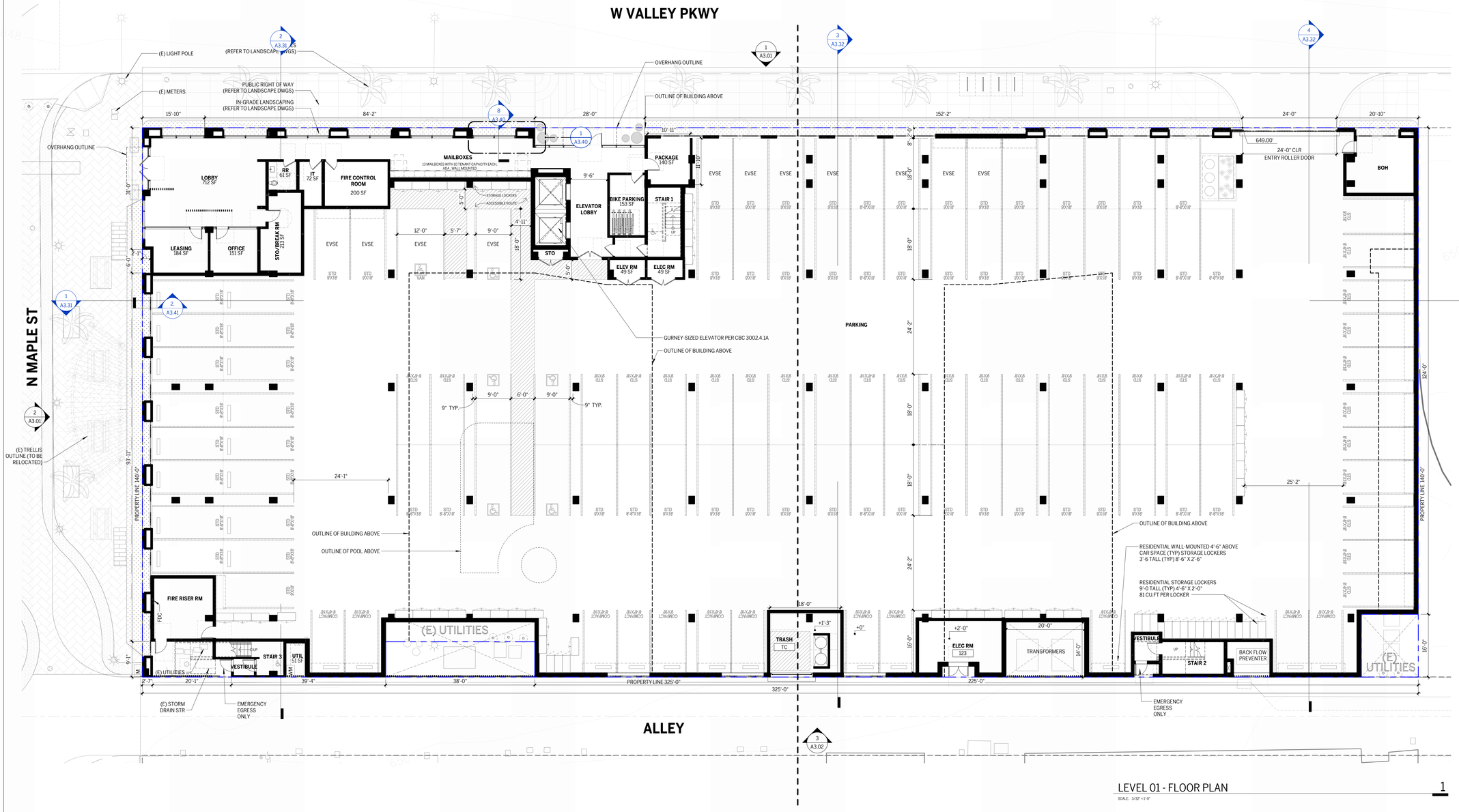
PROPOSED SITE PLAN

PROJECT #: 23036.000
DATE: 09/20/25
SCALE: 1" = 20'-0"

ENTITLEMENT SET

A1.0



LEVEL 01 - FLOOR PLAN 1

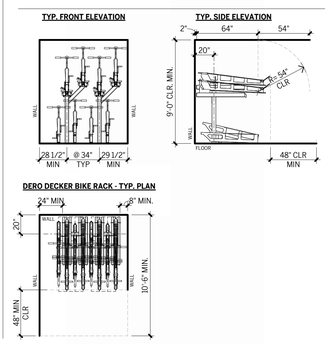
SCALE: 3/32" = 1'-0"

PLAN LEGEND

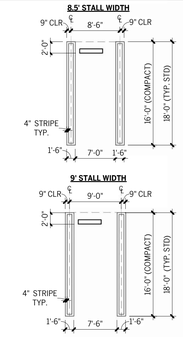
	NON-RATED WALL
	1-HR WALL
	2-HR WALL
	3-HR WALL
	4-HR WALL
	STRUCTURAL ELEMENT
101	DOOR TAG
XX	KEYNOTE
WXXX	WALL TAG
FX.XX	FIXTURE TAG
W1	WINDOW TAG
3	REVISION TAG
S1	STOREFRONT TAG
F.E.C.	FIRE EXTINGUISHER CABINET

NOTES:
1. WALL LEGEND GRAPHICALLY DEPICTS FIRE RATING IN HOURS, REFER TO WALL TAGS FOR EXACT ASSEMBLY AS SEVERAL WALL TYPES HAVE THE SAME HOUR RATING.
2. ALL EXTERIOR WALLS SHALL COMPLY WITH CBC TABLE 601 & 602 FOR THE FIRE-RESISTANT RATING REQUIREMENTS.
3. ALL OPENINGS SHALL COMPLY WITH CBC TABLE 716.1(2) & 716.1(3) FOR THE FIRE-RESISTANT RATING REQUIREMENTS.

BIKE RACK DETAIL



TYP. PARKING STALL STRIPING



PARKING COUNT

STALL TYPE	STALLS COUNT	STALLS TOTAL %	TANDEM STALLS TANDEM COUNT	TANDEM STALLS TANDEM %
Accessible - 9'-0" x 18'-0"	5	4%	0	0%
Accessible Van - 12'-0" x 18'-0"	1	1%	0	0%
Compact -8'-6" x 16'-0"	11	10%	0	0%
Compact - 9' x 16'-0"	1	1%	0	0%
Standard -8'-6" x 18'-0"	43	38%	10	9%
Standard - 9'-0" x 18'-0"	52	46%	11	10%
TOTAL PROVIDED SPACES: 113	113	100%	21	18%

EV PARKING CATEGORY	RATIO (COUNTED FOR NON-TANDEM STALLS)	REQUIRED	PROVIDED
EV READY	40% PER CALGREEN 4.106.4.2.2 (EV RECEPTACLES)	46	47
EVSE	10% PER CALGREEN 4.106.4.2.2 (EV CHARGERS)	11	11
NON-EV STALLS	N/A	N/A	55
Grand total: 113			113

PER 11B-228.3.1.1 ACCESSIBLE VAN EVCS STALL AND 1 ACCESSIBLE STANDARD EVCS STALL ARE REQUIRED BASED ON TOTAL NUMBER OF EVCS AT FACILITY (5 TO 25 RANGE) . THIS STALLS SHALL HAVE AN ACCESS AISLE OF MIN. 60" AND CLEAR FLOOR SPACE ON AN ACCESSIBLE ROUTE, PER 11B-812.9

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LEVEL 1

PROJECT #: 23036.000
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SCALE: As indicated
DESIGN DEVELOPMENT

A2.1

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LEVEL 02 - FLOOR PLAN 1

SCALE: 3/32" = 1'-0"

PLAN LEGEND

- NON-RATED WALL
- 1-HR WALL
- 2-HR WALL
- 3-HR WALL
- 4-HR WALL
- STRUCTURAL ELEMENT
- 101 DOOR TAG
- WXXX WALL TAG
- W1 WINDOW TAG
- S1 STOREFRONT TAG
- XX KEYNOTE
- FX.XX FIXTURE TAG
- 3 REVISION TAG
- F.E.C. FIRE EXTINGUISHER CABINET

NOTES:
1. WALL LEGEND GRAPHICALLY DEPICTS FIRE RATING IN HOURS, REFER TO WALL TAGS FOR EXACT ASSEMBLY AS SEVERAL WALL TYPES HAVE THE SAME HOUR RATING.
2. ALL EXTERIOR WALLS SHALL COMPLY WITH CBC TABLE 601 & 602 FOR THE FIRE-RESISTANT RATING REQUIREMENTS.
3. ALL OPENINGS SHALL COMPLY WITH CBC TABLE 716.1(2) & 716.1(3) FOR THE FIRE-RESISTANT RATING REQUIREMENTS.

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LEVEL 2

PROJECT #: 23036.000
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DESIGN DEVELOPMENT

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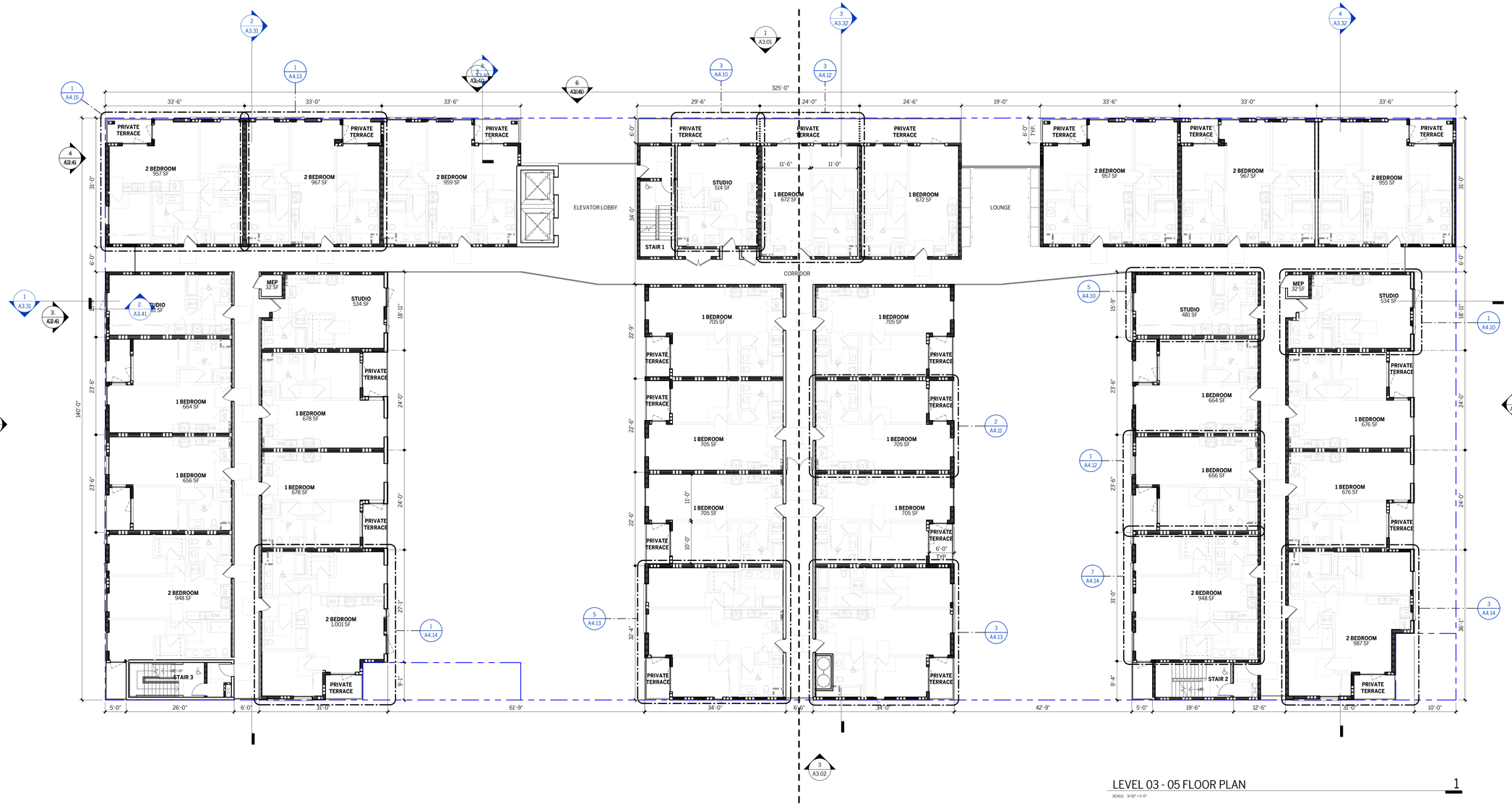

LEVEL 03 - 05 FLOOR PLAN 1

SCALE: 3/32" = 1'-0"

PLAN LEGEND

- NON-RATED WALL
- 1-HR WALL
- 2-HR WALL
- 3-HR WALL
- 4-HR WALL
- STRUCTURAL ELEMENT
- 101 DOOR TAG
- WXXX WALL TAG
- W1 WINDOW TAG
- S1 STOREFRONT TAG
- XX KEYNOTE
- FX.XX FIXTURE TAG
- 3 REVISION TAG
- F.E.C. FIRE EXTINGUISHER CABINET

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Steinberg Hart
320 Laurel Street
San Diego, CA 92101

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KINGSBARN ESCONDIDO

137 WEST VALLEY PARKWAY
ESCONDIDO, CA 92025

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5	09/10/25	Entitlement Set
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3	11/27/24	Plan Review comments
2	9/04/24	Plan Review comments
1	04/01/24	Entitlement Set

LEVEL 3-5 TYPICAL

PROJECT #: 23036.000
DATE:
SCALE: 3/32" = 1'-0"
DESIGN DEVELOPMENT

A2.3

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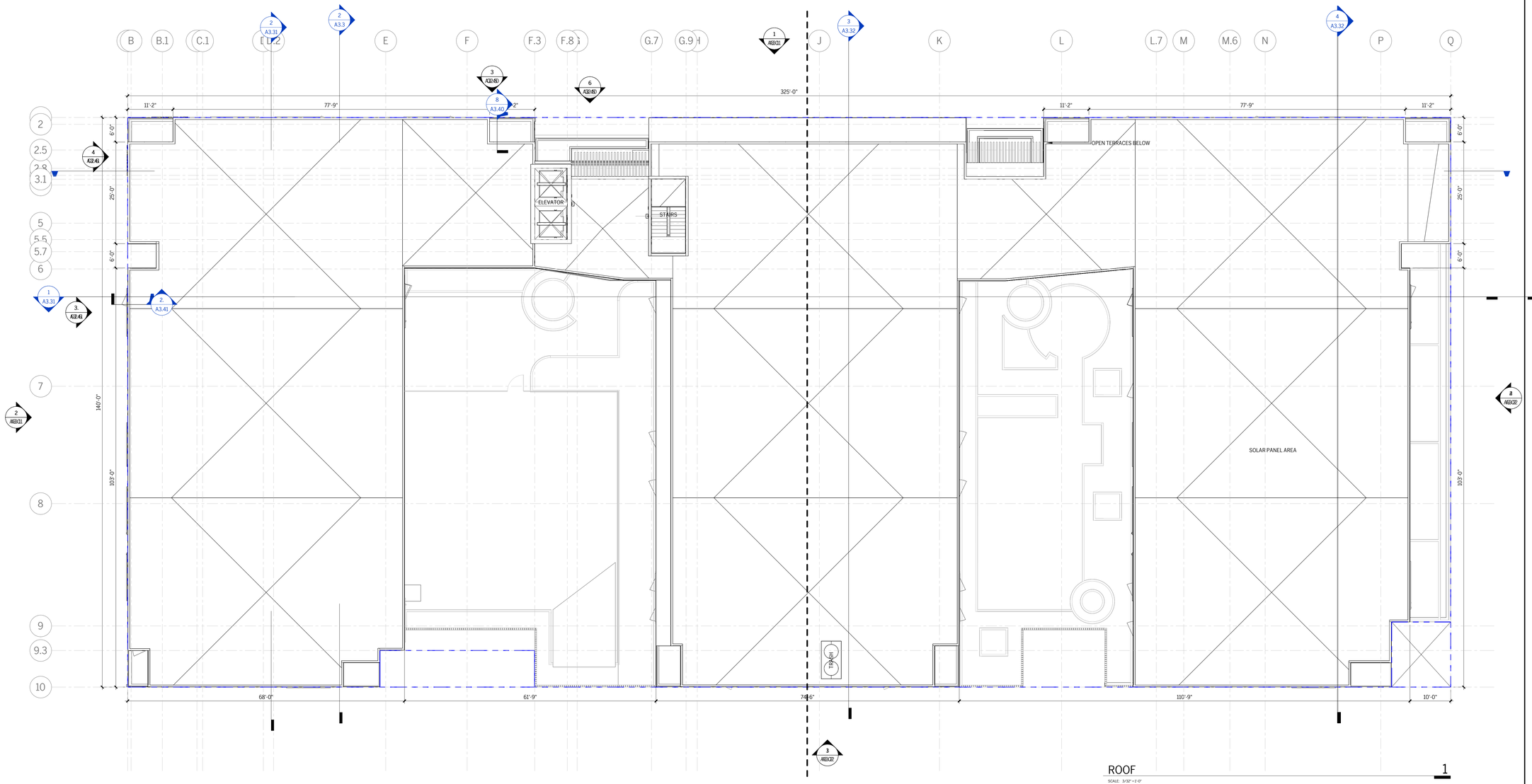

ROOF
SCALE: 3/32" = 1'-0"

1

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ROOF PLAN

PROJECT #: 23036.000
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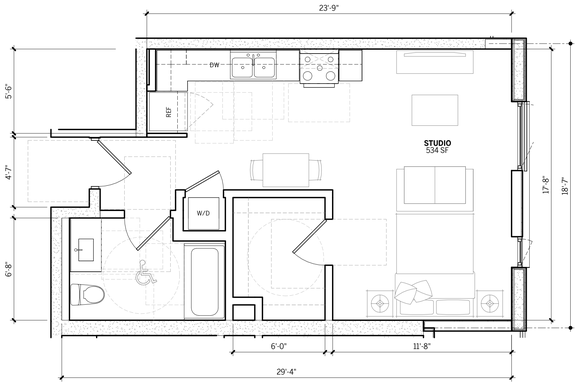
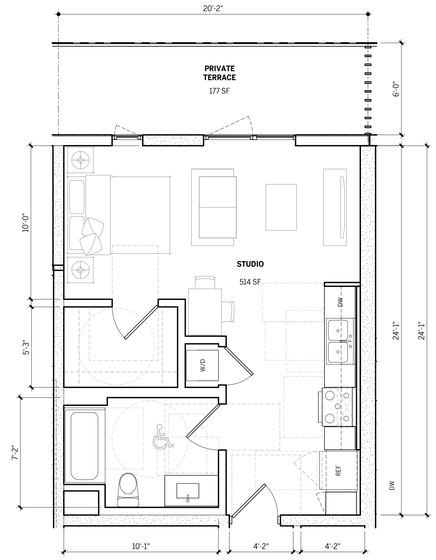
DESIGN DEVELOPMENT

A2.6



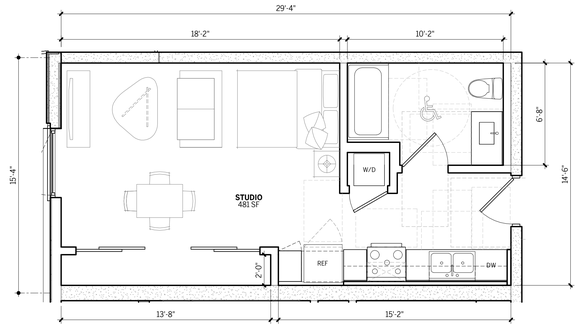
STUDIO S.1 ENLARGED PLAN 1

SCALE: 1/4" = 1'-0"



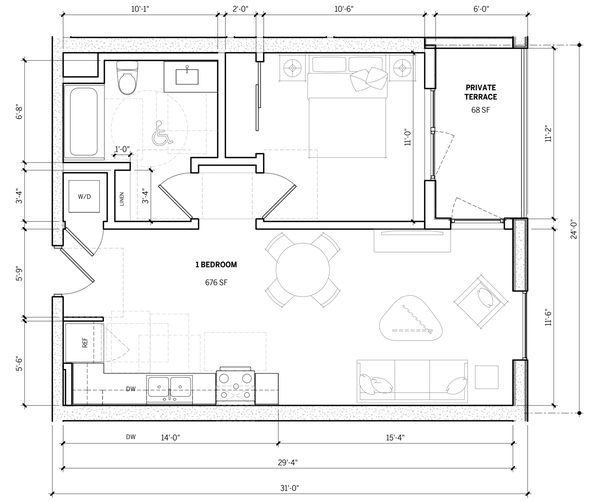
STUDIO S.2 ENLARGED PLAN 2

SCALE: 1/4" = 1'-0"



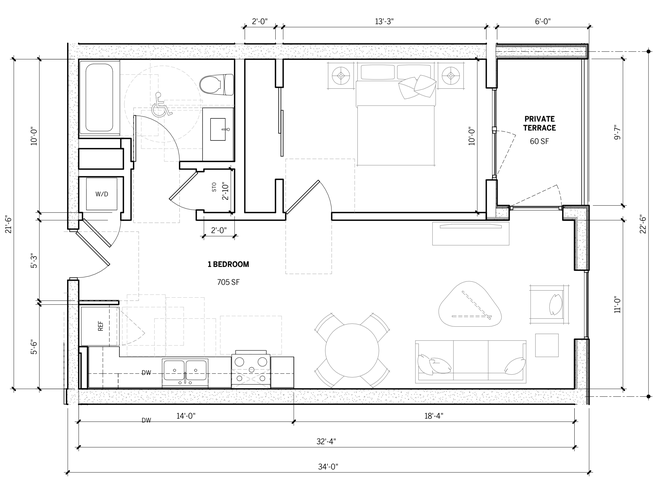
STUDIO S.3 ENLARGED PLAN 3

SCALE: 1/4" = 1'-0"



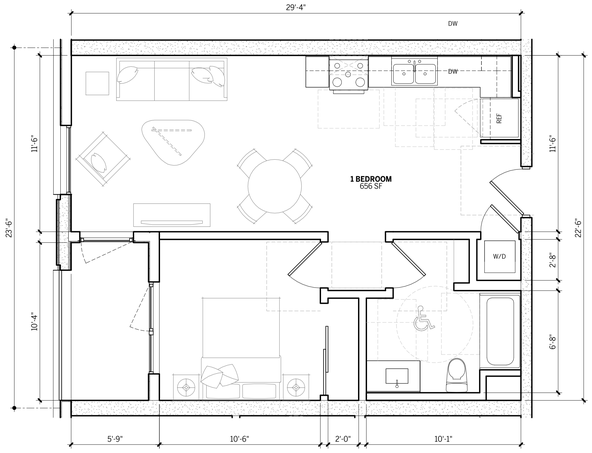
A.1 (1BD) ENLARGED PLAN 4

SCALE: 1/4" = 1'-0"



A.2 (1BD) ENLARGED PLAN 5

SCALE: 1/4" = 1'-0"



A.3 (1BD) ENLARGED PLAN 6

SCALE: 1/4" = 1'-0"

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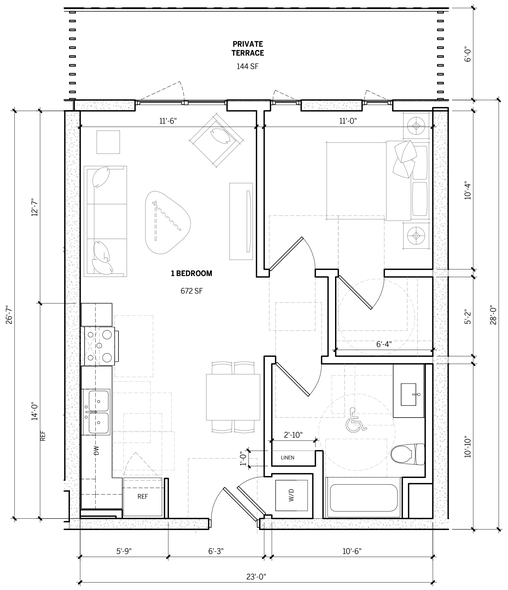
TYPICAL UNITS

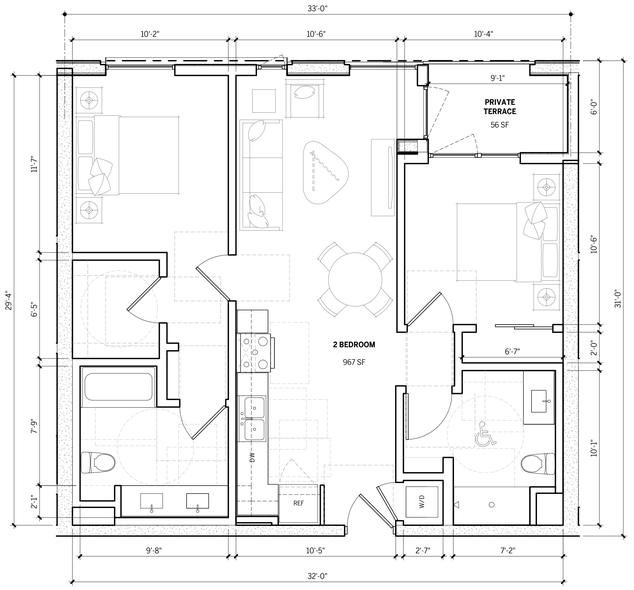
PROJECT #: 23036.000
DATE:
SCALE: 1/4" = 1'-0"
DESIGN DEVELOPMENT

A2.10E



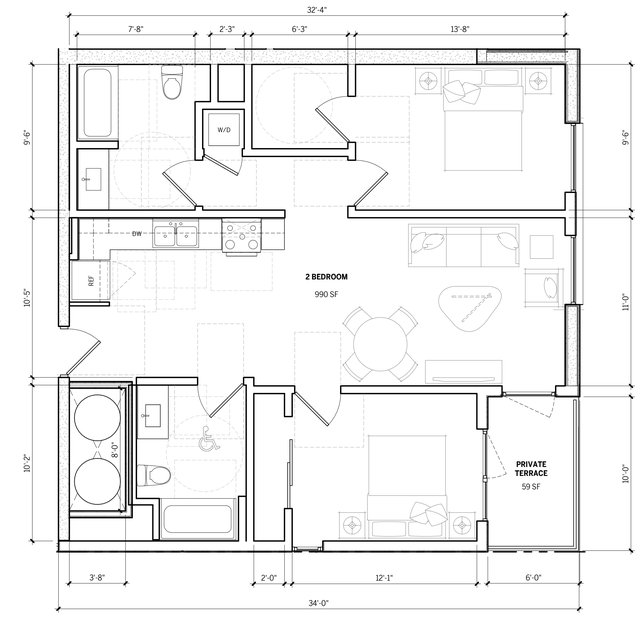
A.4 (1BD) ENLARGED PLAN 4

SCALE: 1/4" = 1'-0"



B.1 (2BD) ENLARGED PLAN 1

SCALE: 1/4" = 1'-0"



B.2 (2BD) ENLARGED PLAN 2

SCALE: 1/4" = 1'-0"

B.3 (2BD) ENLARGED PLAN 3

SCALE: 1/4" = 1'-0"

B.4 (2BD) ENLARGED PLAN 5

SCALE: 1/4" = 1'-0"

B.5 (2BD) ENLARGED PLAN 6

SCALE: 1/4" = 1'-0"

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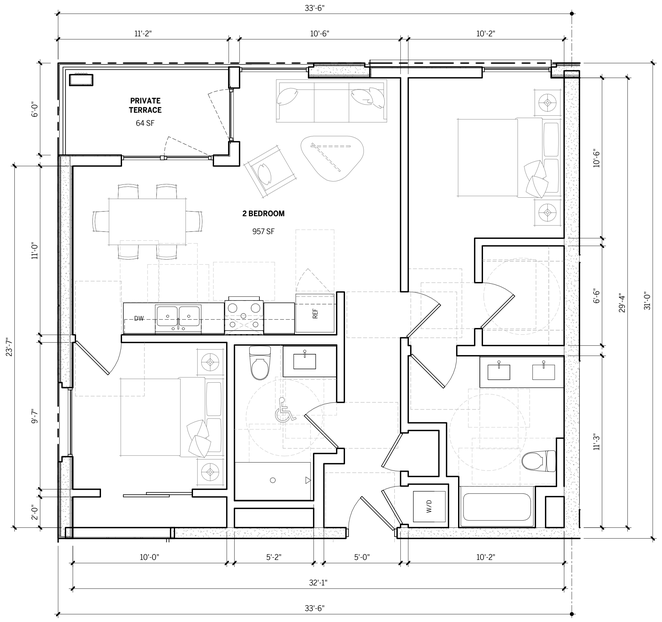
TYPICAL UNITS

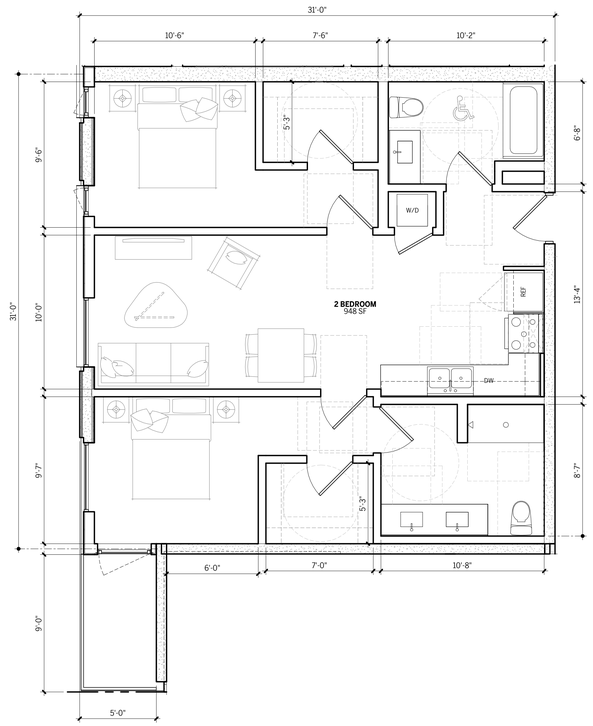
PROJECT #: 23036.000
DATE:
SCALE: 1/4" = 1'-0"
DESIGN DEVELOPMENT

A2.11E



B.6 (2BD) ENLARGED PLAN 1

SCALE: 1/4" = 1'-0"



B.7 (2BD) ENLARGED PLAN 2

SCALE: 1/4" = 1'-0"

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TYPICAL UNITS

PROJECT #: 23036.000
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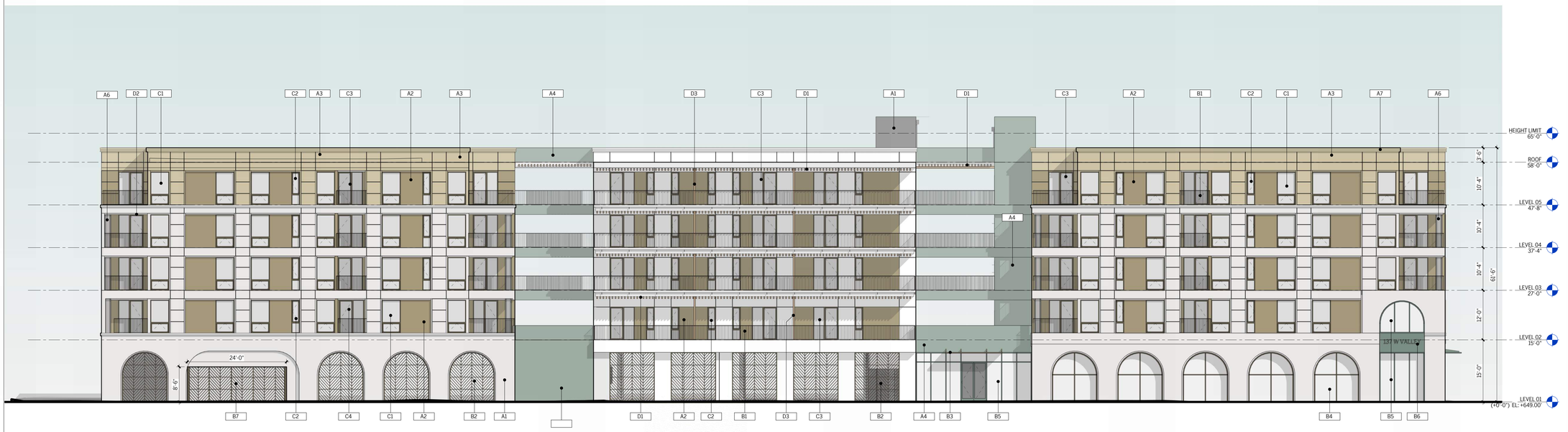
SCALE: 1/4" = 1'-0"

DESIGN DEVELOPMENT

A2.12E



NORTH ELEVATION (W VALLEY PKWY) 1

SCALE: 3/32" = 1'-0"

WEST ELEVATION (MAPLE ST) 2

SCALE: 3/32" = 1'-0"

A1	Light cement plaster, sand finish
A2	Dark cement plaster, sand finish
A3	Light brown cement plaster on level 5, sand finish
A4	Accent color cement plaster, sand finish
A6	Light fluted cement plaster molding
A7	Cement plaster molding
A8	Public art wall feature
B1	Prefinished aluminum bar pickets railing in dark bronze color
B2	Aluminum screen in dark bronze color
B3	Custom formed aluminum overhang in dark bronze color
B4	Storefront with metal panel base and head, in dark bronze color
B5	Storefront with metal panel base and head, in green color
B6	Double-height aluminum panel arch and signage area in green color
B7	Rolling overhead aluminum garage door
B8	Aluminum screening for mechanical equipment
C1	Vinyl windows, 8'x4.5', in dark bronze color
C2	Vinyl windows, 8'x2', in dark bronze color
C3	Vinyl window and door in typ. Balconies, 8'x6', in dark bronze color
C4	Vinyl window and door in 2nd level. Balconies, 9'-8"x6', in dark bronze color
D1	Wood pergola attached to soffit
D2	Wood planks on balcony soffits
D3	Privacy wood slats on balcony
L1	Exterior lighting wall mounted, bega dual light emission ip 65

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ELEVATIONS

PROJECT #: 23036.000
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SCALE: 3/32" = 1'-0"
DESIGN DEVELOPMENT

A3.1

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EXTERIOR WALL OPENINGS PER 705.8: 10'-0" FROM PROPERTY LINE TO ALLEY CL (UP,S) 45% MAX. ALLOWED.

FACADE SF (L2-ROOF)	RATIO	MAX. ALLOWED	PROPOSED
9,800 SF	45% MAX. OPENINGS	4,410 SF	2,070 SF

SOUTH ELEVATION (ALLEY) 1

SCALE: 3/32" = 1'-0"

EXTERIOR WALL OPENINGS PER 705.8: 10'-0" FROM PL TO BUILDING FACE (UP,S) 45% MAX. ALLOWED.

FACADE SF (L2-ROOF)	RATIO	MAX. ALLOWED	PROPOSED
4,170 SF	45% MAX. OPENINGS	1,876.5 SF	1,350 SF

EAST ELEVATION 2

SCALE: 3/32" = 1'-0"

A1	Light cement plaster, sand finish
A2	Dark cement plaster, sand finish
A3	Light brown cement plaster on level 5, sand finish
A4	Accent color cement plaster, sand finish
A6	Light fluted cement plaster molding
A7	Cement plaster molding
A8	Public art wall feature
B1	Prefinished aluminum bar pickets railing in dark bronze color
B2	Aluminum screen in dark bronze color
B3	Custom formed aluminum overhang in dark bronze color
B4	Storefront with metal panel base and head, in dark bronze color
B5	Storefront with metal panel base and head, in green color
B6	Double-height aluminum panel arch and signage area in green color
B7	Rolling overhead aluminum garage door
B8	Aluminum screening for mechanical equipment
C1	Vinyl windows, 8'x4.5', in dark bronze color
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C4	Vinyl window and door in 2nd level. Balconies, 9'-8"x6', in dark bronze color
D1	Wood pergola attached to soffit
D2	Wood planks on balcony soffits
D3	Privacy wood slats on balcony
L1	Exterior lighting wall mounted, bega dual light emission ip 65

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ELEVATIONS

PROJECT #: 23036.000
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DESIGN DEVELOPMENT

A3.2

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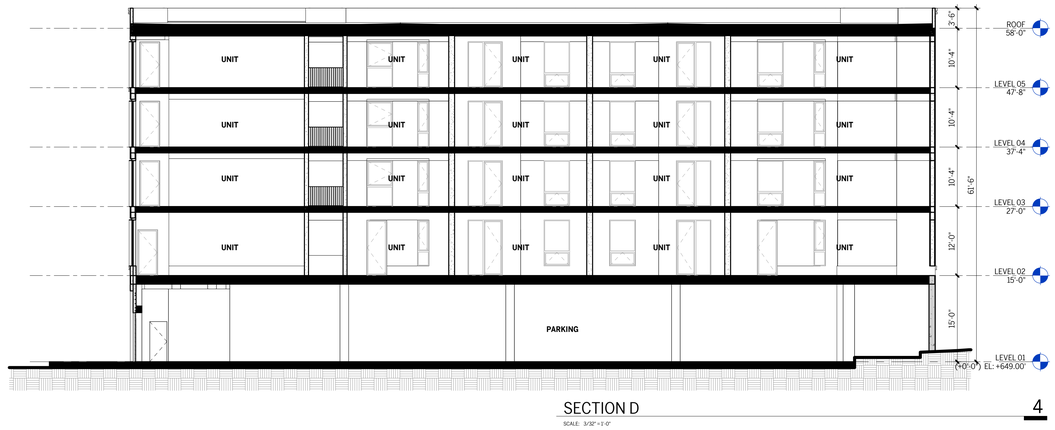

SECTION D 4

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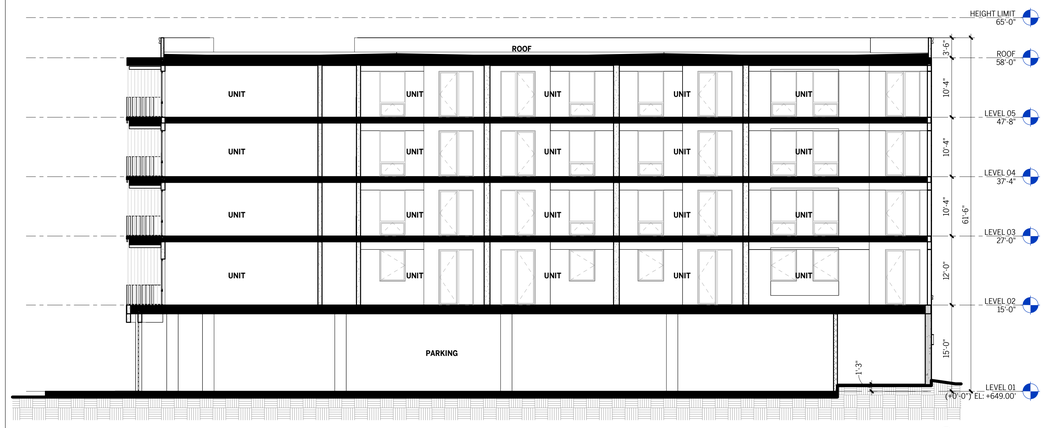

SECTION C 3

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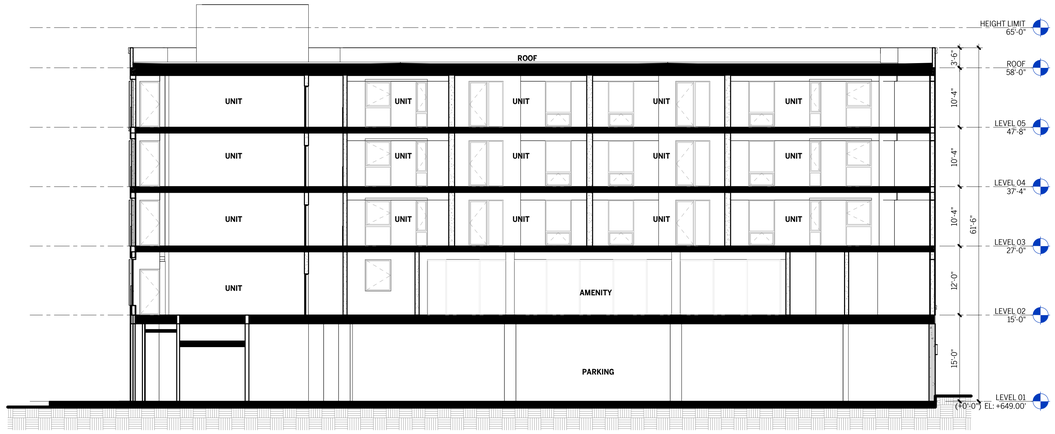

SECTION B 2

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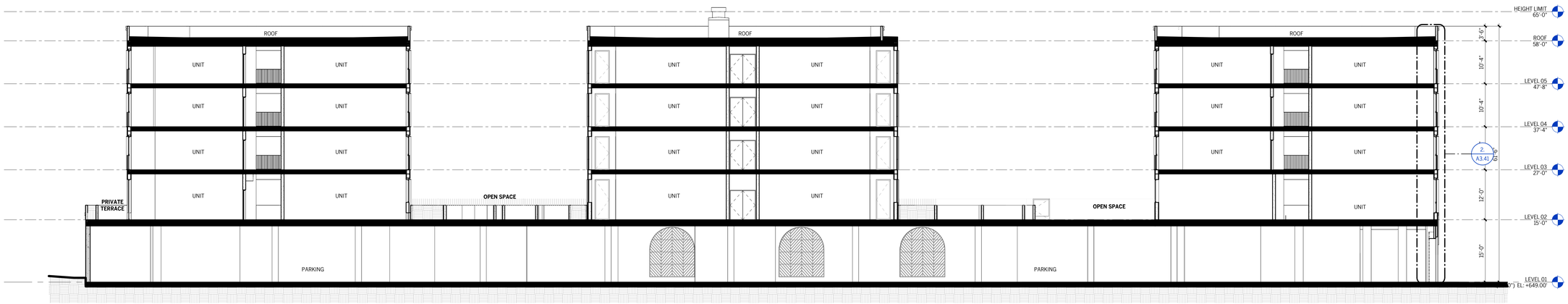

SECTION A 1

SCALE: 3/32" = 1'-0"

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SECTIONS

PROJECT #: 23036.000
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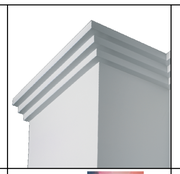
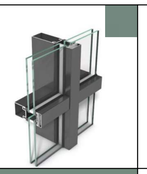
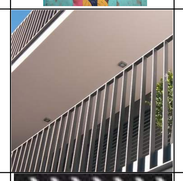
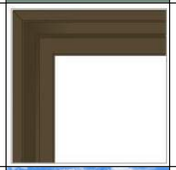
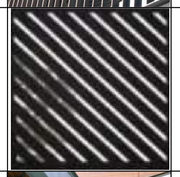
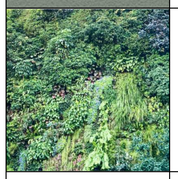
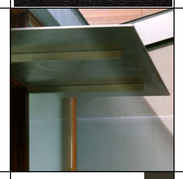
DESIGN DEVELOPMENT

A3.3

	A1. LIGHT CEMENT PLASTER, SAND FINISH		A7. CEMENT PLASTER MOLDING		B5. STOREFRONT WITH METAL PANEL BASE AND HEAD, IN GREEN COLOR
	A2. DARK CEMENT PLASTER, SAND FINISH		A8. PUBLIC ART WALL FEATURE		B6. DOUBLE-HEIGHT ALUMINUM PANEL ARCH AND SIGNAGE AREA IN GREEN COLOR
	A3. LIGHT BROWN CEMENT PLASTER, SAND FINISH		B1. PREFINISHED ALUMINUM BAR PICKETS RAILING IN DARK BRONZE		C0. VINYL WINDOWS AND DOORS IN VARIOUS SIZES, DARK BRONZE COLOR
	A4. GREEN CEMENT PLASTER, SAND FINISH		B2. ALUMINUM SCREEN IN DARK BRONZE COLOR		D1. WOOD PERGOLA
	A5. GREEN WALL OVER ACCENT GREEN COLOR		B3. CUSTOM FORMED ALUMINUM OVERHANG IN DARK BRONZE COLOR		D2. WOOD SLATS ATTACHED TO BALCONY SOFFIT
	A6. FLUTED CEMENT PLASTER FINISH IN LIGHT COLOR		B4. STOREFRONT WITH METAL PANEL BASE AND HEAD, IN DARK BRONZE COLOR		D3. PRIVACY WOOD SLATS ON BALCONY

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MATERIAL BOARD

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DESIGN DEVELOPMENT

A3.4

EXHIBIT "C"

PLANNING CASE NOS. PL24-0091/PL24-0092/PL24-0093/PL24-0095/PL25-0324

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Environmental Determinations:

1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.) ("CEQA"), and its implementing regulations (14 C.C.R. § 15000 et seq.) ("CEQA Guidelines"), the City of Escondido ("City") is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.
2. In order to evaluate the adoption of the 2012 General Plan, the Downtown Specific Plan Update, and Climate Action Plan ("Approved Project") under the California Environmental Quality Act (CEQA), a Final Environmental Impact Report ("FEIR") (SCH No. 20100716054) was certified by the Escondido City Council.
3. CEQA Guidelines Section 15164 allows for a lead agency to prepare an Addendum to a previously certified environmental document if some changes or additions to the project are necessary, but none of the conditions described in CEQA Section 15162 requiring preparation of a subsequent environmental document are present. The City Council has reviewed and considered the certified FEIR, and the attached Project Addendum, and finds that these documents taken together contain a complete and accurate reporting of all of the environmental impacts associated with the modified Project, described herein. The City Council further finds that the Addendum and administrative record have been completed in compliance with CEQA, and that the certified 2012 FEIR, and this Project Addendum, reflect the City's independent judgement.

4. Based on substantial evidence set forth in the record, including, but not limited to 2012 FEIR, and the attached Fifth Addendum, the City Council find that, based on the whole record before them, none of the conditions under CEQA Guidelines Section 15162 – 15163, requiring subsequent environmental review, have occurred because the modified project:

    a. Will **not** result in substantial changes that would require major revisions of the 2012 FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

    b. Will **not** result in substantial changes with respect to the circumstances under which the Project is developed that would require major revisions of the 2012 FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects;

c. Does **not** present new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 2012 FEIR was certified and was approved showing any of the following:

i. The Project will have one or more significant effects not discussed in the previous EIR or negative declaration;

ii. Significant effects previously examined will be substantially more severe than shown in the previous EIR;

iii. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

iv. Mitigation measures or alternative which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

5. Further, based on the substantial evidence set forth in the record, including but not limited to 2012 certified FEIR, and the Fifth Addendum prepared for the Project, the City Council finds that the applicable mitigation measures identified in the 2012 FEIR would ensure that any potential impacts would be reduced to less than significant levels. No new mitigation measures are required to mitigate environmental impacts associated with the modified Project. Therefore, the Addendum supports the City's consideration of the Project, as outlined in CEQA Guidelines Section 15162 and 15164.

6. Pursuant to CEQA Guidelines Section 15164, subdivision (c), the Addendum is not required to be circulated for public review, but can be attached to the original 2012 FEIR.

7. Pursuant to Public Resources Code Section 21081.6(a)(2) and CEQA Guidelines section 15091(e), all documents and other materials which constitute the record of proceedings are located at the City of Escondido, City Hall. The City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

Design Review Permit (PL25-0324)
(Section 33-1359 of Article 64 – Design Review of the Escondido Zoning Code)

With respect the Design Review Permit, the Planning Commission recommends that the City Council make the following findings for approval:

1. *The proposed site plan has been designed in a manner which is compatible with the natural and urban characteristics of the site and the surrounding neighborhood.*

As detailed in the Planning Commission staff report, dated November 18, 2025, the Project site is located within the downtown urban core. The Project site is surrounded by low-lying commercial buildings to the south, a vacant commercial building to the west, a low-intensity office building to the west, and City Hall to the north. The Project site currently allows for four stories and up to 60'-0" in height, and while the request would increase the number of stories from 4 to 5, and 60'-0" to 65'-0", the proposed design will still be consistent with urban characteristics of the surrounding neighborhood in that the DSP envisions an increase in residential density within the downtown which includes increased building heights in the City's urban core.

2. *The bulk, scale, and architectural design of the proposed structure are compatible with the character of the surrounding neighborhood.*

The Project includes development of a five-story building with a total height of 61'-0". The bulk, scale, and architectural design is compatible with the surrounding neighborhood in that the Project site is located in the City's downtown core which is governed by the DSP. The DSP contains development standards that regulate building form and massing such as setbacks, heights, open space, and off-street parking requirements. The DSP also contains design policies, standards, and guidelines that encourage increase intensity of pedestrian and vehicular activity. The Project incorporates elements that encourage these types of activities such as balconies adjacent to W Valley Parkway. Furthermore, the incorporation of the balconies reduces the massing of the building by providing depth to the building, and avoiding the appearance of large box-like structures.

3. *The project incorporates landscaping, irrigation and screening which is drought tolerant, appropriate for the site, and in compliance with the landscape standards established by the city.*

The Project site is located in the DSP which references Article 62 (Water Efficient Landscape Regulations) for landscape standards established by the City. The Project incorporates landscaping along the project's frontage, and a five-foot planter along Maple Plaza. The planter would provide additional screening to the ground-floor parking stalls, and is consistent with the design standards for parking structures as detailed in the DSP. The Applicant will pay an in-lieu fee to demonstrate consistency with the Climate Action Plan consistency checklist which requires developments to plant one tree per dwelling unit. Due to the high-density nature of the Project, the Project is unable to meet that requirement; however, the Applicant will pay an in-lieu fee of $34,450 ($325 per tree) to allow for planting through the City with emphasis placed on the downtown Area.

4. *All grading related to the project is in conformance to design standards set by Article 55, Grading and Erosion Control.*

The Project requires minimal grading due to the flat topography of the site, and will require the excavation of 1,400 cubic yards for the Project. The elevation of the site is approximately 649.13, and according to the civil plans, the elevation of the finish floor (i.e., floor surface of the building) will be 649.00 indicating very minimal grading work to the site.

5. *The project has incorporated the applicable design review standards contained in the ordinance codified in this section and other applicable ordinances into the site layout and building design.*

As detailed in the Planning Commission staff report dated, November 18, 2025, the Project is governed by the DSP design guidelines, standards, and policies. The Project has been designed in a manner that complies with those guidelines established in the DSP; additionally, the Project complies with the objective development standards of the DSP, notwithstanding the requested height allowances. The Project incorporates a variety of materials (cement plaster, storefront windows, wooden trellises), and colors (green, beige, and white), and various architectural elements including balconies, moldings, and recessed areas to further bring attention to the building.

6. *The project is consistent with the goals and objectives on the city general plan*.

As detailed in the Planning Commission staff report dated November 18, 2025, the Project will redevelop an existing municipal parking lot into 128 multi-family units. The Project would provide new housing in the City's urban core, and would contribute to the City's regional housing needs as discussing in the adopted Housing Element. Among other reasons, the Project will also be located approximately .04 miles east of the North County Transit District, and thus encouraging alternative modes of transportation as envisioned in the City's adopted Land Use and Community Form element. If approved, the Project will serve as a gateway on the western end of the downtown, and will contribute to the economic viability of the area.

EXHIBIT "D"

PLANNING CASE NOS. PL24-0091/PL24-0092/PL24-0093/PL24-0092/PL25-0324

CONDITIONS OF APPROVAL

This Project is conditionally approved as set forth on the application received by the City of Escondido on **April 1, 2024**, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans and Colored Elevations; all designated as **approved** on **December 17, 2025** and shall not be altered without express authorization by the Development Service Department.

For the purpose of these conditions, the term "Applicant" shall also include the Project proponent, owner, permittee, and the Applicant's successors in interest, as may be applicable.

A. General:

1. **Acceptance of Permit.** If the Applicant fails to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:

   a. Acceptance of the Permit by the Applicant; and

   b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.

2. **Permit Expiration.** If the Permit was filed as or concurrent with a Tentative Map or Planned Development application, the Permit shall expire 36 months from the effective date of approval, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code. If not filed as concurrent with a Tentative Map or Planned Development application, the Permit shall automatically expire after one year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

   The Permit shall be deemed expired if a building permit has not been obtained or work has been discontinued in the reliance of that building permit. If no building permits are required, the City may require a noticed hearing to be scheduled before the authorized agency to determine if there has been demonstrated a good faith intent to proceed, pursuant to and in accordance with the provision of this Permit.

3. **Certification.** The Director of Development Services, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. A final Approved Plan set, shall be submitted to the Planning Division for certification electronically. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.

4. **Conformance to Approved Plans.**

   a. The operation and use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.

   b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.

   c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Development Services to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Such "minor" modifications shall be processed through a substantial conformance process identified by the Planning Division. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

5. **Limitations on Use.** Prior to any use of the Project site pursuant to this Permit, all Conditions of Approval contained herein shall be completed or secured to the satisfaction of the Development Services Department.

6. **Certificate of Occupancy.**

   a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.

   b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Development Services.

7. **Availability of Permit Conditions.**

   a. Prior to building permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.

   b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

8. **Right to Entry.** The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

9. **Compliance with Federal, State, and Local Laws.** Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

   No part of this Permit's approval shall be construed to permit a violation of any part of the Escondido Municipal or Zoning Code. During Project construction and after Project completion, the Applicant shall ensure the subject land use activities covered by this Permit is conducted in full compliance with all local and state laws.

10. **Fees.** The appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Development Services. Through plan check processing, the Applicant shall pay development fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Development Services Department.

    Approval of this development project is conditioned upon payment of all applicable development fees and connection fees in the manner provided in Chapter 6 of the Escondido Municipal Code.

11. **Public Art Partnership Program.** All requirements of the Public Art Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

12. **Enviornnmental Filing.**

    a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increase after the date of this approval, the Applicant shall be responsible for the increase.

    a. For more information on filing fees, please refer to the County Clerk's Office and/or the California Code of Regulations, Title 14, Section 753.5.

13. **Legal Description Adequacy.** The legal description attached to the application has been provided by the Applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.

14. **Application Accuracy.** The information contained in the application and all attached materials are assumed to be correct, true, and complete. The City of Escondido is relying on the accuracy of this information and Project-related representations in order to process this application. Any permits issued by the City may be rescinded if it is determined that the information and materials submitted are not true and correct. The Applicant may be liable for any costs associated with rescission of such permits.

15. **Enforcement.** If any of the terms, covenants, or conditions contained herein shall fail to occur or if they are, by their terms, to be implemented and maintained over time, the City of Escondido shall have the right to deny or withhold subsequent permit approvals or permit inspections that are derived from the

application entitlements herein granted; issue stop work orders; pursue abatement orders, penalties, or other administrative remedies as set forth in state and local laws; or institute and prosecute litigation to compel compliance with such terms, covenants, or conditions or seek damages for their violation. The Applicant shall be notified in advance prior to any of the above actions being taken by the City and shall be given the opportunity to remedy any deficiencies identified by the City.

16. Indemnification, Hold Harmless, Duty to Defend.

a. The Applicant shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City, its Councilmembers, Planning Commissioners, boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, at law or in equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with (i) any business, work, conduct, act, omission, or negligence of the Applicant or the owner of the Property (including the Applicant's or the owner of the Property's contractors, subcontractors, licensees, sublessees, invitees, agents, consultants, employees, or volunteers), or such activity of any other person that is permitted by the Applicant or owner of the Property, occurring in, on, about, or adjacent to the Property; (ii) any use of the Property, or any accident, injury, death, or damage to any person or property occurring in, on, or about the Property; or (iii) any default in the performance of any obligation of the Applicant or the owner of the Property to be performed pursuant to any condition of approval for the Project or agreement related to the Project, or any such claim, action, or proceeding brought thereon. Provided, however, that the Applicant shall have no obligation to indemnify, hold harmless, or defend the City as to any Claims that arise from the sole negligence or willful misconduct of the City. In the event any such Claims are brought against the City, the Applicant, upon receiving notice from the City, shall defend the same at its sole expense by counsel reasonably acceptable to the City and shall indemnify the City for any and all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City).

b. The Applicant further and separately agrees to and shall indemnify, hold harmless, and defend the City (including all Indemnified Parties) from and against any and all Claims brought by any third party to challenge the Project or its approval by the City, including but not limited to any Claims related to the Project's environmental determinations or environmental review

documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Project approvals. Such indemnification shall include the Applicant's payment for any and all administrative and litigation costs and expenses incurred by the City in defending against any such Claims, including payment for all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).

c. The City, in its sole discretion and upon providing notice to the Applicant, may require the Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Applicant in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Applicant shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

17. Phasing. A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

B. Construction, Maintenance, and Operation Obligations:

1. Code Requirements. All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code, California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of Development Services, Building Official, City

Engineer, and the Fire Chief in carrying out the administration of said codes. Approval of this Permit request shall not waive compliance with any City regulations in effect at the time of Building Permit issuance unless specifically waived herein.

As a condition of receiving the land use approvals specified herein, Applicant shall maintain the property subject to the approvals in compliance with all applicable city codes governing the condition or appearance of property. In addition to compliance with such basic standards, the property subject to these approvals shall also be maintained free of trash, plant debris, weeds, and concrete (other than existing foundations and permanent structures). Any signs placed on the property advertising such property for sale or rent shall be in accordance with applicable laws, and be kept clean, in like-new condition, and free from fading and graffiti at all times. This condition shall be applicable from the date the land use is approved. The failure to comply with this condition shall subject the approvals specified herein to revocation for failure to comply.

2. **Agency License and Permitting.** In order to make certain on- or off-site improvements associated with the Approved Plan set, the Permit request may require review and clearance from other agencies. Nothing in these Conditions of Approval shall be construed as to waive compliance with other government agency regulations or to obtain permits from other agencies to make certain on- or off-site improvements prior to Final Map recordation, grading permit issuance, building permit issuance, or certificate of occupancy as required. This review may result in conditions determined by the reviewing agency.

   At all times during the effective period of this Permit, the Applicant and any affiliated responsible party shall obtain and maintain in valid force and effect, each and every license and permit required by a governmental agency for the construction, maintenance, and operation of the authorized activity.

3. **Utilities.** All new utilities and utility runs shall be underground, or fee payment in-lieu subject to the satisfaction of the City Engineer.

4. **Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.

5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).

6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.

7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.

8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.

9. **Anti-Litter**. The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.

10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.

11. **Trash Enclosures.** All appropriate trash enclosures or other approved trash systems shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.

12. **Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.

13. **Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.

14. **Construction Waste Reduction, Disposal, and Recycling.** Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction projects, the Applicant must submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential projects or portions thereof, or Section 5.408.1.4 for non-residential projects or portions thereof, demonstrating compliance with the California Green Building Standards Code sections cited above.

15. **Construction Equipment Emissions.** Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Development Services that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed replacement equipment has been evaluated using the California Emissions Estimator Model ("CalEEMod") or other industry standard emission estimation method, and documentation provided to the Planning Division confirms that necessary project-generated functional equivalencies in the diesel PM emissions level are achieved.

16. **Phasing.** A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

C. Parking and Loading/Unloading.

1. Parking spaces provided by the Applicant, and any additional parking spaces provided above the required minimum amount, shall be dimensioned per City standards and be maintained in a clean, well-marked condition. The striping shall be drawn on the plans or a note shall be included indicating double-striping per City standards.

2. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with the State Building Code.

3. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

4. Tandem parking provided shall not exceed 25% of the total residential units.

D. Landscaping: The property owner or management company assumes all responsibility for maintaining all on-site landscaping; any landscaping in the public right-of-way adjacent to the property, including potted plants; and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.

1. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.

2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.

3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.

4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.

5. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.

6. Landscaping Plans. Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.

a. A final landscape and irrigation plan shall be submitted to the Engineering Services Department for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal lf the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape

Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.

b. Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) is to be provided prior to final occupancy.

c. The installation of the landscaping and irrigation shall be inspected by the Project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The Applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.

d. Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Development Services.

e. New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, clinging non-deciduous or fast growing shrubbery that will screen the enclosures wall surface. The Director of Development Services shall find that the proposed landscaping design, material, or method provides approximate equivalence to the specific requirements of this condition or is otherwise satisfactory and complies with the intent of these provisions.

E. Specific Planning Division Conditions:

1. The Project shall comply with the revised Mitigation Monitoring and Reporting Program attached to the Fifth Addendum to the Final Enviromental Impact Report (FEIR) of the 2012 General Plan, Downtown Specific Plan update, and Climate Action Plan. The applicable measures have been summarized below:

Air Quality

Air-1: Construction Dust Control Measures. During grading activities for any future development within the General Plan Update planning area boundary, the onsite construction superintendent shall ensure implementation of standard best management practices to reduce the emissions of fugitive dust, including but not limited to the following actions:

i. Water any exposed soil areas a minimum of twice per day, or as allowed under any imposed drought restrictions. On windy days or when fugitive dust can be observed leaving the construction site, additional water will be applied at a frequency to be determined by the onsite construction superintendent.

ii. Temporary hydroseeding with irrigation will be implemented on all graded areas on slopes, and areas of cleared vegetation will be revegetated as soon as possible following grading activities in areas that will remain in a disturbed condition (but will not be subject to further construction activities) for a period greater than three months during the construction phase.

iii. Operate all vehicles on the construction site at speeds less than 15 miles per hour.

iv. Cover all stockpiles that will not be utilized within three days with plastic or equivalent material, to be determined by the onsite construction superintendent, or spray them with a non-toxic chemical stabilizer.

v. If a street sweeper is used to remove any track-out/carry-out, only PM10 efficient street sweepers certified to meet the most current South Coast Air Quality Management District Rule 1186 requirements shall be used. The use of blowers for removal of track-out/carry-out is prohibited under any circumstances.

Air-2: Air Quality Impact Assessment. An Air Quality Impact Analysis shall be prepared for projects within the General Plan Update boundary that exceed one of the air quality study trigger criteria in Table 4.3 12, Air Quality Impact Analysis Trigger Criteria.

Cultural and Palenotological Resources

Cul 3: Require that significant archaeological resources be preserved in-situ, as feasible. The incorporation of resources into historical parks and multiple use recreation parks shall be encouraged. When avoidance of impacts is not possible, data recovery mitigation shall be required for all significant resources. Any significant artifacts recovered during excavation, other than cultural material subject to repatriation, shall be curated with its associated records at a curation facility approved by the City. Excavation of deposits of Native American origin shall be coordinated with and monitored by local Native American representatives.

Cul 4: Develop management and restoration plans for identified and acquired properties with cultural resources.

Cul-5: Support the dedication of easements that protect important cultural resources by using a variety of funding methods, such as grant or matching funds, or funds from private organizations.

Cul-6: Protect significant cultural resources through coordination and consultation with the NAHC and local tribal governments, including SB-18 review.

Noise

Noi-1: Construction Vibration Best Management Practices. All general construction activities that take place within 100 feet of a building with the potential to be damaged by excessive vibration, or use pile-driving,

blasting, or other high-impact construction equipment within 200 feet of a daytime NSLU (public and private educational facilities, churches, libraries, museums, cultural facilities, golf courses and passive recreational parks) shall implement the following construction BMPs recommended by the Federal Railroad Administration in the High Speed Ground Transportation Noise and Vibration Impact Assessment (2005):

1. Sequence of operations:

a. Phase demolition, earthmoving, and ground-impacting operations so as not to occur in the same time period.

2. Alternative construction methods:

a. Avoid impact pile driving where possible in vibration-sensitive areas. Drilled piles or the use of a sonic or vibratory pile driver causes lower vibration levels where the geological conditions permit their use.

b. Select demolition methods not involving impact, where possible. For example, sawing bridge decks into sections that can be loaded onto trucks results in lower vibration levels than impact demolition by pavement breakers, and milling generates lower vibration levels than excavation using clam shell or chisel drops.

c. Avoid vibratory rollers and packers near sensitive areas.

2. Prior to issuance of a building permit, the Applicant shall execute and record the Development Agreement and comply with all associated terms and conditions of the agreement.

3. Pursuant to the Climate Action Plean Measure Consistency Checklist, the Applicant shall ensure compliance through construction notes on applicable post-entitlement plans (e.g. building, off-site improvements, etc.)

    a. Electric Vehicle Charging Stations (Measure T-1.2 & T-1.4)

        i. The Project shall comply with the most recently updated version of the California Building Energy Efficiency Standards (Title 24, Part 6).
        ii. A minimum of 10 percent of the total parking spaces shall be provided with electric vehicle charging stations.

    b. Pedestrian Infrastructure (Measure T-3.2)

        i. The Project shall improve the project frontage by including embellished landscaping, enhanced paving, bicycle racks, enhanced pedestrian lighting and a public art mural on the eastern side of the building. The southern side of the building facing the alley shall include include a public art piece and enhanced pedestrian lighting.

c. Alternatively Fueled Water Heaters (Measure E-4.1 and E-4.2)

    i. All units shall include an electric heat pump water heater.

d. Eletric Cooking Appliances (Measure E-4.2)

    i. All units shall include only electric cooking appliances.

e. Tree Planting (Measure C-9.1)

    i. The Applicant shall be pay in-lieu fee totaling $34,450 to be used for tree planting projects throughout the City.

4. Prior to issuance of a building permit, the Applicant shall submit for review of public art as detailed in Article 37 (Public Art) of the Escondido Zoning Code.

5. Pursuant to the Noise Analysis prepared by RECON, dated April 15, 2025, an interior noise assessment shall be submitted prior to building permit issuance identifying the necessary components to achieve interior noise levels of 45 CNEL.

6. Prior to issuance of a grading permit, the Applicant shall provide written verification to the City that a Native American monitor(s) associated with the Rincon Band of Luiseno Indians have been retained to implement a monitoring program. This verification shall be presented to the City in any contract execution. The City, prior to any preconstruction meeting, shall approve all persons involved in the monitoring program.

7. Prior to the issuance of a grading permit, the project applicant shall provide written evidence to the Escondido Planning Division that a qualified professional paleontologist has been retained to review the proposed project area to determine the potential for paleontological resources to be encountered. If there is a potential for paleontological resources to occur, the paleontologist shall identify the area(s) where these resources are expected to be present, and a qualified paleontological monitor shall be retained to monitor the initial cut in any areas that have the potential to contain paleontological resources. The paleontological monitor shall be present at the pre-grading conference, shall establish procedures for paleontological resource surveillance, and shall establish, in cooperation with the project applicant and the City of Escondido, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of any paleontological resources discovered during grading and construction, as appropriate. If the paleontological resources are found to be significant, the paleontological observer shall determine appropriate actions, in cooperation with the project applicant and the City of Escondido, for exploration and/or salvage. Because many small specimens

can only be recovered by screening and picking matrix, it is recommended that substantial matrix samples should be collected and processed to recover the fossils. All specimens recovered shall be prepared to the point of identification prior to their deposition into an accredited scientific institution. Costs of the provisions identified above shall be borne by the project developer or its agents. The paleontologist shall submit a follow-up report to the Escondido Planning Division, which shall include the period of inspection, an analysis of any artifacts found, and the present repository of the artifacts.

F. Specific Engineering Division Conditions:

ENGINEERING CONDITIONS OF APPROVAL
151 W. Valley Pkwy. – PL24-0091

GENERAL

1. The Developer shall provide the City Engineer with a current Preliminary Title Report covering subject property.

2. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with proposed project or improvements, these facilities shall be relocated subject to approval of the owner of the utility/facility prior to approval of Grading plans and issuance of Building Permits.

3. Improvement plans prepared by a Civil Engineer, required for all public street, public easement, utility, storm drain improvements and a Grading/Private Improvement plan prepared by Civil Engineer is required for all grading, drainage and private onsite improvement design shall be submitted for review through the City's virtual plan review portal as a single package containing all items on the Engineering Initial Submittal Checklists. Landscaping Plans shall be prepared by a Landscape Architect.

4. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.

5. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the Developer with the City of Escondido prior to the approval of any building permit.

6. If site conditions change adjacent to the proposed development prior to completion of the project, the Developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.

7. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be corrected by the Developer to the satisfaction of the City Engineer.

8. The Developer's engineer shall submit through the City's virtual plan review portal to the Planning Department a copy of the Master and Precise Development Plan as presented to the Planning Commission and approved by the City Council together with any changes contained in the adopted final conditions of approval. A copy shall be signed or certified by the Planning Department verifying that they are an accurate reproduction of the approved Master and Precise Development Plan and a copy must be included with the first Final Engineering submittal for plan check through the City's virtual plan review portal to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street improvements shall be constructed to City Standards in effect at the time of Final Engineering approval and shall be submitted on public improvement plans prepared by a Civil Engineer. Specific details, including final concrete driveway apron design for the project entrances, concrete curb & gutter and sidewalk replacement, drainage, street lighting, etc. shall be resolved to the satisfaction of the City Engineer.

2. The parking entrance from Valley Parkway shall be constructed as an alley-type driveway apron with a minimum throat width of 24 feet and 20-foot radius side transitions and an ADA path of travel near the R/W line to the satisfaction of the City Engineer.

3. The existing traffic signal pole currently being used as a modified street light just to the west of the existing driveway apron off of Valley Parkway shall be removed and salvaged to the City Public Works yard and shall be replaced with an LED street light in accordance with Escondido Standard Drawing No. E-1-E.

4. The existing street light in the alley shall be relocated 10 feet to the east and shall be retrofitted with an LED light head in accordance with Escondido Standard Drawing No. E-1-E.

5. The public alley shall be adequately illuminated from the project building structure to the satisfaction of the City Engineer and Building Official. This lighting shall be maintained by the property owner.

6. The Developer will be responsible for a minimum 1 ½" grind and 2" asphalt concrete overlay of Valley Parkway in full lane widths as necessary due to the required utility and storm drain installation. The determination of the extent of the grind and overlay shall be to the satisfaction of the City Engineer.

7. The Developer will be responsible for a minimum 1 ½" grind and 2" asphalt concrete overlay of the alley due to the many utility trenches necessary to serve this project, and shall be completed prior to issuance of a Certificate of Occupancy.

8. The Developer shall remove and replace all damaged sidewalk, curb and gutter along all project frontages to the satisfaction of the City Engineer prior to issuance of a Certificate of Occupancy.

9. Adequate horizontal sight distance shall be provided at all entrances. Restrictions on landscaping and placement of planter walls may be required at the discretion of the City Engineer.

10. The Developer's engineer shall prepare and submit through the City's virtual plan review portal for approval by the City Engineer a complete final Signing and Striping plan for all improved and modified roadways. The developer will be responsible for removal of all existing and the construction of all new signing and striping in compliance with the current CA MUTCD standards and to the satisfaction of the City Engineer.

11. The Developer shall repaint all pavement striping and markings adjacent to the project that have been damaged and prematurely faded due to project construction traffic to the satisfaction of the City Engineer.

12. Pedestrian access routes meeting current ADA requirements shall be provided into the project to the satisfaction of the City Engineer and City Building Official.

13. All gated entrances shall be approved by the City Engineer, Building Official, and the Fire Marshal.

14. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities, and any requested materials placement within existing rights-of-way to the satisfaction of the City Engineer. This plan shall include any proposed sidewalk closures and provide for alternate pedestrian access around the project site. This plan shall be approved prior to the issuance of an Encroachment Permit for construction or other project activities within the public right-of-way.

15. The Developer will be required to make arrangements for offsite parking including shuttle service if necessary for all construction and employee vehicles. A Construction Period Parking Management Plan shall be submitted to and approved by the City Engineer prior to work in this Lot 1 Parking Lot. The City Engineer shall have the ability to monitor and request changes to this plan as needed to minimize impact to the public and surrounding businesses.

16. Due to the amount of grading export from the project site and expected construction material deliveries, the Developer's traffic engineer will be required to provide a detailed haul route and truck trip scheduling plan for review and approval by the City Engineer. Material deliveries and export operations shall be limited to outside of the peak traffic hours. This scheduling plan shall be approved prior the issuance of an Encroachment Permit.

GRADING and SITE IMPROVEMENTS

1. A site grading and erosion control plan shall be approved by the Engineering Department prior to issuance of any Building Permits. The first submittal of the grading plan shall be accompanied by a copy of the preliminary soils and geotechnical report. The Soils Engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.

2. The Developer shall, in conjunction with the Grading plans, submit structural shoring plans for the foundation construction to the Building Department for approval by the Building and Engineering Departments. The Developer will be required to pay for the required third-party structural engineering review of these shoring plans.

3. Any proposed retaining walls not a part of the building foundations or stem walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance

with the recommendations and specifications as outlined in the Geotechnical report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Stem walls, foundation structures, or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.

4. The developer shall be required to obtain permission from adjoining property owners for any off-site grading or work necessary to construct the project and/or the required improvements.

5. Only those street furniture items and architectural features specifically identified for removal or relocation shall be disturbed. All other items shall be protected in place and any damage to these items shall be corrected or compensated for to the satisfaction of the City Engineer and Director of Community Development. Before work in this area commences a final review and tabulation of the items in the Maple Street Plaza Right-of-way to be disturbed shall be approved by the City Engineer.

6. Street pavers in the Maple Street Plaza shall be replaced and reinstalled in all areas disturbed and their installation shall extend into areas where street furniture and architectural features have been removed or relocated. Pavers in areas designated as Fire access shall be installed to meet Fire Department vehicle loading requirements to the satisfaction of the Fire Marshall and City Engineer.

7. The existing parking lot light poles and fixtures shall be removed and salvaged to the City Public Works yard.

8. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the project.

9. The Developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.

10. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.

11. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.

12. All existing foundations, structures, trees not otherwise noted to remain or be relocated shall be removed or demolished from the site.

13. The parking entrance grades shall conform to current Escondido Design Standards and Escondido Standard Drawings for driveways.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be designed to the satisfaction of the City Engineer and shall be based on a Drainage Study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.

2. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include treatment calculations, post-construction storm water treatment measures, and maintenance requirements and responsibilities both for onsite treatment and also any "Green Street" facilities located in the public right-of-way. The SWQMP shall demonstrate how proposed proprietary best management practices meet bio-filtration treatment requirements in accordance with the City's Storm Water Design Manual.

3. All site drainage including the parking along the alley shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The grading and landscape plans will need to reflect these areas of storm water treatment.

4. All drainage associated with the project's public street improvements other than overlay shall be treated to remove expected contaminants using "Green Street" standard facilities. The maintenance in perpetuity of these "Green Street" or other storm water treatment facilities in the public right-of-way shall be the responsibility of the Property Owner and shall be detailed in the Storm Water Quality Management Plan (SWQMP).

5. The Developer is required to have the current owner of the property sign and notarize for recording a Storm Water Control Facility Maintenance Agreement.

6. All on-site storm drains are private. The responsibility for maintenance of these storm drains shall be that of the Property Owner.

7. All storm water treatment and retention facilities and their drains including the bio-retention basins and planters, any permeable paver areas shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner.

WATER SUPPLY

1. The Developer is required at their sole expense to design and construct an 8-inch public PVC water main. This water main shall connect to the existing 10-inch water main located in the alley adjacent to the southerly side of the project. The 8-inch water main shall connect to this 10-inch water main at the intersection of the alley and Maple Street and extend northerly for an adequate distance so that the required fire service and water meters may connect perpendicularly to the new 8-inch water main. Fire hydrants shall connect to a minimum 8-inch water main. Fire service lines shall connect to a minimum 8-inch water main.

2. All on-site water lines and backflow prevention devices beyond the City water meter shall be considered a private water system. The property owner shall be responsible for all maintenance of these water lines and appurtenances.

3. A 1-inch minimum water service, 1-inch water meter, and reduced pressure backflow prevention device shall be required for domestic water supply per City of Escondido Design Standards and Standard Drawings. Water meters and backflow prevention devices shall not be installed within a driveway apron or on private drive

areas. Backflow prevention assemblies are private and should be located on private property. Backflows shall be located directly behind the public meter.

4. No trees or deep-rooted bushes shall be planted within 10-feet of any water mains.

5. There shall be no permanent structures located within the City's Public utility Easements.

6. Improvement plans for all proposed water mains and appurtenances shall be prepared by a Civil Engineer and submitted to the City of Escondido for review and approval.

7. All public water mains shall be located under asphalt or concrete pavement and not under curbs, gutters, medians or sidewalks.

8. Any water services to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the public water meter to the satisfaction of the Utilities Engineer and Water Distribution Department.

9. Any fire hydrants to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the fire hydrant per the satisfaction of the Utilities Engineer and Water Distribution. Existing fire hydrants shallThe Developer shall disconnect at the public main, all water services and fire hydrants laterals to be abandoned, to the satisfaction of the Utilities Engineer and Water Distribution Department.

10. The Developer shall disconnect at the public main, all water services and fire hydrants laterals to be abandoned, to the satisfaction of the Utilities Engineer and Water Distribution Department.

11. All public water mains shall be located within the Right-of-way or within a minimum 20-foot public utility easement (PUE). Private storm drains, private utilities and permanent structures are not allowed within the PUE. The final locations and sizing of all required water mains, water services, fire Hydrants, detector check assemblies. And other water appurtenances shall be designed and installed to the satisfaction of the Director of Utilities and the Utilities engineer.

SEWER

1. No trees or deep-rooted bushes shall be planted within 15-feet of any sewer main or within 10-feet of any sewer lateral. Sewer laterals shall be 5-feet horizontally clear from other utilities.

2. All sewer laterals shall be considered a private sewer system. The property owner shall be responsible for all maintenance of sewer laterals to the public sewer main.

3. Any sewer mains, laterals, and appurtenances shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings, and to the satisfaction of the Utilities Engineer.

4. The project design shall be such that all existing or new sewer manholes are accessible at all times by City Vactor trucks for maintenance.

5. The Developer shall cap and plug at the public sewer main all sewer lines and laterals to be abandoned, to the satisfaction of the Utilities Engineer and the City Inspector.

6. The location of all sewer laterals shall be shown on the grading and improvement plans.

7. All public sewer mains, if required, shall be located in the right-of-way or within a minimum 20-foot public utility easement (PUE). Private storm drains, private utilities and permanent structures are not allowed within the PUE.

LANDSCAPE

1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the second submittal of the grading plan for review and approval by Engineering and Planning Departments. The Landscape plans shall be approved prior to issuance of Building Permits. The initial submittal of the landscape plans shall include the required plan check fees.

EASEMENTS AND DEDICATIONS

1. All easements, both private and public, affecting subject property shall be shown and delineated on the Grading and Improvement Plans.

2. Public utility easements for sewer, water, storm drain, etc. which are deemed necessary by the City Engineer shall be granted to the City.

3. The Developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the Grading plans and Building Permits. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Grading plans and Building Permits. Building permits will not be issued for construction which will conflict with existing easements or utilities, nor will any securities be released until the existing easements are quitclaimed.

   Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying (document size) and traverse closure tapes. The City will prepare all final public documents.

SURVEYING AND MONUMENTATION

1. All property corners shall be monumented by a person authorized to practice land surveying and a Record of Survey (or Corner Record if appropriate) shall be recorded.

REPAYMENTS AND FEES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be

drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of $5,000 up to a maximum of $60,000, unless a higher amount is deemed necessary by the City Engineer.

2. Unless otherwise specified in the Development Agreement, the Developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

UTILITY UNDERGROUNDING AND RELOCATION

1. The Developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

ORDINANCE NO. 2025-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A SPECIFIC PLAN AMENDMENT, DEVELOPMENT AGREEMENT, AND PLANNED DEVELOPMENT PERMIT (MASTER AND PRECISE PLAN) TO FACILITATE CONSTRUCTION OF A 128 MULTI-FAMILY PROJECT AND ADOPTING A FIFTH ADDENDUM TO THE FEIR PREPARED FOR THE 2012 GENERAL PLAN UPDATE, DOWNTOWN SPECIFIC PLAN UPDATE, AND CLIMATE ACTION PLAN REVISED MITIGATION MONITORING AND REPORTING PROGRAM

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

SECTION 1. The City Council makes the following findings:

a) On April 1, 2024, John Stack ("Applicant"), on behalf of Kingsbarn Realty Inc., filed a land use development application, Planning Case Nos. PL24-0091/PL24-0092/PL24-0093/PL24-0094/PL25-0324 ("Application") constituting a request for a Specific Plan Amendment to the Downtown Specific Plan removing the requirement for ground-floor retail or office on the first floor, and establishing a height overlay on the subject property increasing the height limit from 60'-0 to 65'-0", and increasing the allowable number of stories from four to five; a Development Agreement to transfer 50 dwelling units from the Downtown Density Credit Pool to the subject site, for an in-lieu fee for a reduction in the required amount of open space, and an in-lieu fee for a reduction in required trees per dwelling unit to demonstrate consistency with the Climate Action Plan; and a Planned Development Permit to allow for a reduction in the required open space pursuant to the Downtown Specific Plan, for the construction of ground-floor residential units, and utilization of tandem parking spaces; and a Design Review Permit to allow construction of

128 multi-family units (“Project”) on a 1.04 gross acre site located at 137 W Valley Parkway (APN: 229-421-26-00), in the Specific Planning Area 9 (SPA-9) General Plan land use designation and in the Specific Plan (S-P) zone; and

b) The subject property is all that real property described in Exhibit "A," which is attached hereto and made a part hereof by this reference as though fully set forth herein (“Property”); and

c) The Planning Division of the Development Services Department completed its review, and scheduled a public hearing regarding the Project before the Planning Commission on November 18, 2025. Following the public hearing on November 18, 2025, the Planning Commission adopted Resolution No. 2025-10, which recommended that the City Council, among other things, approve the Project’s Specific Plan Amendment, Development Agreement, and Planned Development Permit (Master and Precise Plan).

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

SECTION 3. The City Council did on December 17, 2025, hold a duly noticed public hearing as prescribed by law. Evidence was submitted to be considered by the City Council, including, without limitation:

a) Written information including all application materials, and other written and graphical information posted on the Project’s website.

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

c) The City Council staff report, dated December 17, 2025, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request.

SECTION 4. ENVIRONMENTAL REVIEW. Pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.), the State CEQA Guidelines (Article 14 of the California Code of Regulations Section 15000 et. seq.), the City is the lead agency for the Project, as the public agency with the principal responsibility for approving the proposed Project. On May 13, 2013, the City Council adopted Resolution No. 2012-53, approving the 2012 General Plan, Downtown specific Plan Update, and Climate Action Plan certifying and approving the Final Environmental Impact Report ("FEIR"), CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Project; and

The City Council, in its independent judgment, has reviewed and considered the information, findings, and conclusions contained in Exhibit "B" Fifth Addendum prepared for the Project, including the revised Mitigation Monitoring and Reporting Program ("MMRP"), attached hereto as Exhibit "C," and incporporated herein by this reference, and has determined that the FEIR prepared for the 2012 General Plan, Downtown Specific Plan, and Climate Action Plan fully analyzed and mitigated, where feasible, in compliance with CEQA, all potentially significant environmental impacts, if any, that would result from the Project modifications, and that the impacts to the environment as a result of the modifications are consistent with and would not create substantial new or increase impacts beyond those that were evaluated in the FEIR, and therefore, no subsequent EIR or Mitigated Negative Declaration (MND) is now required; and

Pursuant to Public Resource Code Section 21166 and CEQA Guidelines Section 15162 (Subsequent EIR), none of the conditions that require preparation of a Subsequent EIR are triggered; however, as

required by Section 15164 (Addendum to an EIR), a Fifth Addendum was prepared for the Project to document minor changes or additions to the FEIR. The City Council hereby adopts the Fifth Addendum and revised MMRP, and instructs staff to file a Notice of Determination with the County Clerk.

SECTION 5. Upon consideration of the Factors to be considered/Findings of Fact attached as Exhibit "D," the City Council desires at this time and deems it to be in the best public interest to **approve** the Specific Plan Amendments, as depicted in Exhibit "E," the Development Agreement as depicted in Exhibit "F," and a Planned Development Permit (Master and Precise Plan), as depicted in the project plan set attached as Exhibit "G," in furtherance of the Project generally described in the City Council staff report, dated December 17, 2025, subject to the Conditions of Approval attached as Exhibit "H,"and is incorporated herein by this reference as though fully set forth herein.

SECTION 6. SEVERABILITY. If any section, subsection sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

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

SECTION 8. Concurrently with this Ordinance, the City Council is taking a number of actions in furtherance of the Project, as generally described by the December 17, 2025, City Council staff report. No single component of the series of actions made in connections with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective within its corporate limits as a statue in the manner provided by state law. Therefore, this Ordinance shall become effective

after final passage and public as required by law, and operative only if City Council Resolution No. 2025-168 is approved.

SECTION 9. The City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

Exhibit “A”

Legal Description

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

PARCEL 1:
LOTS 21 THOUGH 24 INCLUSIVE IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PARCEL 2:
LOTS 25 AND 26 IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PARCEL 3:
LOTS 27 AND 28 IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PARCEL 4:
LOTS 29 THOUGH 33 INCLUSIVE IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

Exhibit "B"

Fifth Addendum to the 2012 General Plan, Downtown Specific Plan Update, and Climate Action Plan Final Environmental Impact Report

Due to the number of pages, the documents can be reviewed at the link below, or by contacting the Planning Division at 760-839-4671.

Fifth Addendum to the 2012 General Plan, Downtown Specific Plan Update, and Climate Action Plan

Attachment 1 – Air Quality Report prepared by RECON, dated October 31, 2025

Attachment 2 – Local Mobility Analysis prepared by Rick Engineering, dated February 03, 2025

Attachment 3- Geotechnical Report prepared by Christian Wheeler Engineering, dated January 08, 2025

Attachment 4 – Climate Action Plan consistency checklist prepared by RECON

Attachment 5 – Storm Water Quality Management Plan, dated August 16, 2024

Attachment 6 – Drainage Study prepared by RECON, dated March 29, 2024

Attachment 7 – Noise Analysis prepared by RECON, dated April 15, 2025

Attachment 8 – Utilities Will Serve Letter, dated April 14, 2025

Exhibit "C"

Revised Mitigation Monitoring and Reporting Program

Table 9 Mitigation Monitoring and Reporting Program Incorporated into the Modified Project		
Mitigation Measure	Timing of Action(s) and Verification	Responsible Party(ies)
Air Quality		
Air-1: Construction Dust Control Measures. During grading activities for any future development within the General Plan Update planning area boundary, the onsite construction superintendent shall ensure implementation of standard best management practices to reduce the emissions of fugitive dust, including but not limited to the following actions: i. Water any exposed soil areas a minimum of twice per day, or as allowed under any imposed drought restrictions. On windy days or when fugitive dust can be observed leaving the construction site, additional water will be applied at a frequency to be determined by the onsite construction superintendent. ii. Temporary hydroseeding with irrigation will be implemented on all graded areas on slopes, and areas of cleared vegetation will be revegetated as soon as possible following grading activities in areas that will remain in a disturbed condition (but will not be subject to further construction activities) for a period greater than three months during the construction phase. iii. Operate all vehicles on the construction site at speeds less than 15 miles per hour. iv. Cover all stockpiles that will not be utilized within three days with plastic or equivalent material, to be determined by the onsite construction superintendent, or spray them with a non-toxic chemical stabilizer. v. If a street sweeper is used to remove any track-out/carry-out, only PM_{10} efficient street sweepers certified to meet the most current South Coast Air Quality Management District Rule 1186 requirements shall be used. The use of blowers for removal of track-out/carry-out is prohibited under any circumstances.	During grading activities	City of Escondido; Project Proponent
Air-2: Air Quality Impact Assessment. An Air Quality Impact Analysis shall be prepared for projects within the General Plan Update boundary that exceed one of the air quality study trigger criteria in Table 4.3 12, Air Quality Impact Analysis Trigger Criteria.	An Air Quality Analysis was prepared for the Modified Project by RECON Environmental, Inc. and is included as Attachment 1 to this Addendum.	Complete
Cultural and Paleontological Resources		
Cul 3: Require that significant archaeological resources be preserved in-situ, as feasible. The incorporation of resources into historical parks and multiple use recreation parks shall be encouraged. When avoidance of impacts is not possible, data recovery mitigation shall be required for all significant resources. Any significant artifacts	If cultural resources are discovered during ground disturbing activities	City of Escondido; Project Proponent

Table 9 Mitigation Monitoring and Reporting Program Incorporated into the Modified Project		
Mitigation Measure	Timing of Action(s) and Verification	Responsible Party(ies)
recovered during excavation, other than cultural material subject to repatriation, shall be curated with its associated records at a curation facility approved by the City. Excavation of deposits of Native American origin shall be coordinated with and monitored by local Native American representatives.		
Cul 4: Develop management and restoration plans for identified and acquired properties with cultural resources.	If cultural resources are discovered during ground disturbing activities	City of Escondido; Project Proponent
Cul-5: Support the dedication of easements that protect important cultural resources by using a variety of funding methods, such as grant or matching funds, or funds from private organizations.	If cultural resources are discovered during ground disturbing activities	City of Escondido
Cul-6: Protect significant cultural resources through coordination and consultation with the NAHC and local tribal governments, including SB-18 review.	The City met with Rincon on December 5, 2024, and March 17, 2025, during which Rincon requested the presence of Native American monitors during any ground disturbing activities. The Modified Project will be conditioned to include a Rincon Native Monitor to be on-site during grading activities.	City of Escondido; Project Proponent
Noise		
Noi-1: Construction Vibration Best Management Practices. All general construction activities that take place within 100 feet of a building with the potential to be damaged by excessive vibration, or use pile-driving, blasting, or other high-impact construction equipment within 200 feet of a daytime NSLU (public and private educational facilities, churches, libraries, museums, cultural facilities, golf courses and passive recreational parks) shall implement the following construction BMPs recommended by the Federal Railroad Administration in the High Speed Ground Transportation Noise and Vibration Impact Assessment (2005): 1. Sequence of operations: a. Phase demolition, earthmoving, and ground-impacting operations so as not to occur in the same time period. 2. Alternative construction methods: a. Avoid impact pile driving where possible in vibration-sensitive areas. Drilled piles or the use of a sonic or vibratory pile driver causes lower vibration levels where the geological conditions permit their use. b. Select demolition methods not involving impact, where possible. For example, sawing bridge decks into sections that can be loaded onto trucks results in lower vibration levels than impact demolition by pavement breakers, and milling generates lower vibration levels than excavation using clam shell or chisel drops. c. Avoid vibratory rollers and packers near sensitive areas	During Construction Activities	City of Escondido; Project Proponent

EXHIBIT "D"

PLANNING CASE NOS. PL24-0091/PL24-0092/PL24-0093/PL24-0095/PL25-0324

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Environmental Determinations:

1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.) ("CEQA"), and its implementing regulations (14 C.C.R. § 15000 et seq.) ("CEQA Guidelines"), the City of Escondido ("City") is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.
2. In order to evaluate the adoption of the 2012 General Plan, the Downtown Specific Plan Update, and Climate Action Plan ("Approved Project") under the California Environmental Quality Act (CEQA), a Final Environmental Impact Report ("FEIR") (SCH No. 20100716054) was certified by the Escondido City Council.
3. CEQA Guidelines Section 15164 allows for a lead agency to prepare an Addendum to a previously certified environmental document if some changes or additions to the project are necessary, but none of the conditions described in CEQA Section 15162 requiring preparation of a subsequent environmental document are present. The City Council has reviewed and considered the certified FEIR, and the attached Project Addendum, and finds that these documents taken together contain a complete and accurate reporting of all of the environmental impacts associated with the modified Project, described herein. The City Council further finds that the Addendum and administrative record have been completed in compliance with CEQA, and that the certified 2012 FEIR, and this Project Addendum, reflect the City's independent judgement.
4. Based on substantial evidence set forth in the record, including, but not limited to 2012 FEIR, and the attached Fifth Addendum, the City Council find that, based on the whole record before them, none of the conditions under CEQA Guidelines Section 15162 – 15163, requiring subsequent environmental review, have occurred because the modified project:

    a. Will **not** result in substantial changes that would require major revisions of the 2012 FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

    b. Will **not** result in substantial changes with respect to the circumstances under which the Project is developed that would require major revisions of the 2012 FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects;

c. Does **not** present new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 2012 FEIR was certified and was approved showing any of the following:

i. The Project will have one or more significant effects not discussed in the previous EIR or negative declaration;

ii. Significant effects previously examined will be substantially more severe than shown in the previous EIR;

iii. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

iv. Mitigation measures or alternative which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

5. Further, based on the substantial evidence set forth in the record, including but not limited to 2012 certified FEIR, and the Fifth Addendum prepared for the Project, the City Council finds that the applicable mitigation measures identified in the 2012 FEIR would ensure that any potential impacts would be reduced to less than significant levels. No new mitigation measures are required to mitigate environmental impacts associated with the modified Project. Therefore, the Addendum supports the City's consideration of the Project, as outlined in CEQA Guidelines Section 15162 and 15164.

6. Pursuant to CEQA Guidelines Section 15164, subdivision (c), the Addendum is not required to be circulated for public review, but can be attached to the original 2012 FEIR.

7. Pursuant to Public Resources Code Section 21081.6(a)(2) and CEQA Guidelines section 15091(e), all documents and other materials which constitute the record of proceedings are located at the City of Escondido, City Hall. The City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

Specific Plan Amendment Findings (PL24-0091)
(Section 33-1263 of Article 61 – Administration and Enforcement of the Escondido Zoning Code)

With respect to the Specific Plan Amendments, the City Council make the following findings for approval:

1. *That the public health, safety and welfare will not be adversely affected by the proposed change;*

As detailed in the Planning Commission staff report, dated November 18, 2025, the Specific Plan Amendment (SPA) will result in the removal of the ground-floor office or retail requirement, allow for an increase in height from four to five stories and from 60'-0" to 65'-0". The Downtown Specific Plan (DSP) has been amended several times over the last few years to allow for ground-floor residential uses subject to a Planned Development Permit; additionally, the height limit within the downtown is currently 6 stories and up to 85'-0" in height. The proposed amendments would allow an incremental increase in height for the subject property, and would allow for ground-floor residential uses. These amendments would not adversely affect the public health, safety and welfare as the Project complies with the City's standard conditions of approval.

2. *That the property involved is suitable for the uses permitted by the proposed zone;*

The SPA will result in the removal of the ground-floor office or retail requirement and would permit ground floor residential uses subject to a Planned Development Permit. The DSP encourages a range of housing types including but not limited to: mixed-use, shopkeeper units, and standalone residential units. The property would be suitable for this type of use as it would develop a standalone residential building adjacent to the downtown commercial core. The development of new housing opportunities adjacent to Grand Avenue would not frustrate the goals of the DSP in that the removal of the office or retail requirement would not hinder economic viability of the surrounding area due to the existence of existing commercial uses.

3. *That the uses permitted by the proposed zone would not be detrimental to surrounding properties;*

The SPA will allow for ground-floor residential uses on the subject site whereas the DSP currently requires ground floor retail or office uses. As discussed in the Planning Commission staff report, dated November 18, 2025, the use of the site for strictly residential purposes would not be detrimental to the surrounding properties in that the Project is adjacent to the downtown core which is comprised of a mix of non-residential uses.

4. *That the proposed change is consistent with the adopted general plan;*

As detailed in the Planning Commission staff report, dated November 18, 2025, the proposed change would further several of the goals and policies of the 2012 General Plan. The Project site is located within the Specific Planning Area 9 (SPA9) of the 2012 General Plan, and does not include a request to amend the 2012 General Plan.

5. *That the proposed change of zone does not establish a residential density below 70% of the maximum permitted density of any lot or parcel of land previously zoned R-3, R-4, or R-5 unless the exceptions regarding dwelling unit density can be made pursuant to the provisions set forth in Article 6;*

The Project does not include a change of zone, and thus this finding is not applicable to the Project. The Project would exceed the density allowed on the site; however, pursuant to the Density Transfer

Program, the Applicant has requested 50 units from the Downtown Density Credit Pool to permit construction of 128 dwelling units on the site.

6. That the relationship of the proposed change is applicable to specific plans.

The proposed change would be applicable to the DSP, and would be limited to the subject parcel. The proposed change will increase the height limits from four to five stories, and 60'-0" to 65'-0", and remove the requirement for ground-floor office or retail.

Development Agreement Findings (PL24-0094)
(Section 33-1138 of Article 58 – Development Agreements of the Escondido Zoning Code)

With respect the Development Agreement, the City Council make the following findings for approval:

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

As detailed in the Planning Commission staff report, dated November 18, 2025, the Project is consistent with the goals and policies of the 2012 General Plan, and DSP in that the Project will redevelop an existing municipal parking lot, and construct 128 multi-family units. The Project complies with several policies of the DSP in that the Project introduces new housing in the City's urban core thus further increasing the economic viability of the downtown area. Notwithstanding the open space requirement and Specific Plan Amendment, the Project complies with objective standards of the DSP related to setbacks, height, and private storage.

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

The Project is located within the Historic District (HD) land use district of the DSP. The DSP is comprised of multiple land use districts which permit for a variety of residential uses ranging from mixed use and standalone residential uses. Some areas of the DSP require a commercial component on the ground-floor while others may permit ground floor residential uses through the Planned Development Permit process. The Project includes a Specific Plan Amendment to remove the ground-floor retail or office requirement, and allow for ground-floor residential uses through the Planned Development Permit. The Project and the associated entitlements would be compatible with the uses authorized in the land use district in which the property is located.

3. Is in conformity with public convenience, general welfare and good land use practices;

The Project will further the vision of the DSP and the General Plan by redeveloping a municipal parking lot into 128 multi-family units, and would contribute to the economic viability of the downtown area. The Project has been conditioned to meet City standards as it pertains to off-site improvements, and would not be detrimental to the general welfare of the community. The Development Agreement would allow a transfer of 50 units from the Downtown Density Credit Pool which was established to assist in the realization of the DSP which envisions a lively downtown environment with a mix of housing types. The Project is conformity with good land use practices because it is consistent with the goals of the DSP and General Plan by encouraging less reliance on automobiles, and encouraging alternative modes of transportation that reduce the impact of Greenhouse Gases on the environment.

4. *Will not be detrimental to the health, safety and general welfare;*

The Project, inclusive of the Development Agreement, will not be detrimental to the health, safety, and general welfare. The Project is located within an urban area of the City and can be serviced by existing utilities and public infrastructure. The Development Agreement establishes terms and conditions related to public art, open space reduction, compliance with the Climate Action Plan, and accessing the Downtown Density Credit Pool. The granting of the Development Agreement would not be detrimental to the health, safety and general welfare as the Project will comply with the City's standard conditions of approval related to new development in the City.

5. *Will not adversely affect the orderly development of property or the preservation of property values;*

The Project is located in an urban area, and revitalize the subject parcel which is currently occupied by a municipal parking lot. The Project will not affect the orderly development of the property or the preservation of property values in that the Project will redevelop an existing lot into new housing in the City's urban core.

6. *Is consistent with the provisions of Government Code Section 65864 et seq.*

The Project has been processed in accordance with Government Code Section 65864 in that the Development Agreement would provide assurances to the Applicant, and to the City, that the Project will be developed in a timely manner, and that further development of the Project will contribute to the long-term objectives of the DSP.

Planned Development Permit Findings (PL24-0093/PL24-0095)
(Section 33-403 of Article 19 – Planned Development of the Escondido Zoning Code)

With respect the Planned Development Permit, the City Council make the following findings for approval:

1. *The location, design, and residential density of the proposed planned development is consistent with the goals and policies of the Escondido General Plan and any applicable specific plan or with any policies adopted by, or being considered by the Escondido city council, or in the process of being prepared and adopted;*

The Project includes development of a 128-unit multi-family building, with associated on-site amenities. The Project includes a request to amend the DSP to permit ground-floor residential uses whereas the DSP currently requires ground-floor retail or office uses on the first floor with residential above. The DSP allows for ground-floor residential uses subject to a Planned Development Permit, the Project's request would be consistent with that existing allowance. The Project also includes a request to access the Downtown Density Credit Pool to transfer 50 units from the pool to the Project site to achieve the proposed amount of units whereas 78 units would be permitted by-right. The intent of the Density Transfer Program is to ensure that the vision of 5,275 housing units in the downtown area comes to fruition. The increase in density adjacent to a commercial corridor will improve the economic viability of the commercial businesses along Grand Avenue.

The location, design, and density would be consistent with the goals and policies of the 2012 General Plan and DSP in that the Project will redevelop an existing parking lot into housing units in the City's urban core, and will take advantage of the Density Transfer Program which was established to ensure buildout of the DSP is achieved.

2. *The proposed location allows the planned development to be well integrated with its surroundings;*

The Project is located in an urban area of the City, and is within walking distance of Grand Avenue which serves as a major commercial corridor in the downtown. The Project includes a request to remove the requirement for ground floor retail or office, and to increase the building height to accommodate the Project; notwithstanding, the specific plan amendments, the Project is consistent with the DSP in that the Project continues to include a residential component, and does not exceed the maximum height permitted throughout the downtown area. The DSP envisions high density in the City's urban core, which includes taller building heights and different housing types.

3. *All vehicular traffic generated by the planned development will be accommodated safely and without causing undue congestion upon adjoining streets;*

As detailed in the Planning Commission staff report, dated November 18, 2025, a Local Mobility Analysis (LMA) (dated February 03, 2025) was prepared by Rick Engineering Inc for the Project. The LMA concluded that the Project would not impact surrounding intersections in that they currently operate at a Level of Service "C," and would continue to operate at a "C" with or without the Project in the near-term; furthermore, based on the LMA, the addition of traffic generated by the Project is not anticipated to result in queuing issues at the study intersections during peak hours.

Additionally, in this area of the DSP, the Level of Services threshold is "E" whereas, the studied intersections would continue to operate at a level of "C."

4. *The proposed location and design allow residents and business establishments proposed within the zone to be adequately serviced by existing or proposed public facilities and services and does not provide an undue or negative impact on existing public facilities and services. In appropriate circumstances, and as provided elsewhere by city code, the city may require that suitable areas for schools, parks and playgrounds, pedestrian ways or public open spaces be dedicated for public use, or reserved by deed covenant for the common use of all residents, establishments or operations in the development;*

The Project does not include a mix of residential and non-residential uses thus there would be no conflicts between different users on the site. The Project includes a standalone residential development and would provide open space for residents through common and private areas. Additionally, the Project will have access to Grape Day Park, and the proposed residences would not have an undue or negative impact on existing public facilities and services in that residential uses are currently permitted on-site; albeit, in a mixed-use design. The DSP anticipated some form of residential use on the site, and anticipated impacts from the Project could be addressed through standard conditions of approval to ensure any impacts to public facilities and services would be minimal.

5. *The overall design of the proposed planned development produces an attractive, efficient and stable environment;*

The Project will redevelop an existing municipal parking lot into 128 multi-family dwelling units in the City's urban core. Notwithstanding the specific plan amendments, the Project complies with the land use allowances as it pertains to residential units on the Project site. The design of the Project complies with the design guidelines, standards, and policies of the DSP in that the Project includes large breaks between the building sections avoiding large box-like massing; additionally, the Project includes balconies along W Valley Parkway which introduce varying planes to the buildings primary façade.

6. *The planned development is well integrated with its settings, it does not require excessive earthmoving or grading, or destruction of desirable natural features, nor is visually obstructive or disharmonious with surrounding areas and facilities, and does not substantially harm major views from adjacent properties;*

The Project requires minimal grading due to the flat topography of the site, and will require the excavation of 1,400 cubic yards for the Project. The elevation of the site is approximately 649.13, and according to the civil plans, the elevation of the finish floor (i.e., floor surface of the building) will be 649.00 indicating very minimal grading work to the site.

7. *The uses proposed have a beneficial effect not obtainable under existing zoning regulations. Any departure from existing ordinance requirements shall be warranted by the design and the amenities incorporated in the planned development in accord with adopted city policy.*

The Project includes a Planned Development Permit to allow for ground-floor residential uses, a reduction in the required amount of open space; and, the use of tandem spaces. Notwithstanding, the specific plan amendments discussed in the Planning Commission staff report, dated November 18, 2025, the Project complies with all other provisions of the DSP related setbacks, private storage, etc.

Furthermore, the Planned Development Permit is consistent with the limitations set forth in the DSP as it pertains to deviations from existing ordinance requirements. The departure from the requirements of the DSP is warranted given the high-density nature of the site, and the size of the parcel; additionally, the increased density along a commercial corridor is consistent with the goals and visions of the DSP as discussed in the Planning Commission staff report, dated November 18, 2025.

NO NET LOSS Findings

The City is taking steps to encourage, promote, and facilitate the development of housing consistent with policies 1.1 and 2.1 of the Housing Element of the General Plan, while accommodating the City's share of regional housing needs, consistent with Government Code section 65584. No Net Loss Law (Government Code section 65863) ensures development opportunities remain available throughout the planning period to accommodate a jurisdiction's Regional Housing Needs Allocation ("RHNA"), especially for lower- and moderate-income households. In general, jurisdictions cannot approve new housing at significantly lower densities or at different income categories than was projected in the Housing Element

without making specific findings and identifying other sites that could accommodate these units and affordability levels "lost" as a result of the approval. The so-called "no net loss" provisions apply when a site is included in the jurisdiction's Housing Element's inventory of sites and is either rezoned to a lower residential density or is approved at a lower residential density than shown in the Housing Element. (Gov't Code § 65863(b)).

The Property is not identified on the Suitable Sites Inventory (SSI) as detailed in the City's adopted Housing Element. Thus, the Project is not subject to the provisions of No Net Loss. However, any units constructed as a part of a housing development approval on sites not identified on the SSI count toward the City's regional housing need ("RHNA"). Therefore, approval and subsequent construction of the proposed Project would result in 128 market-rate units counting toward the City's sixth cycle RHNA.

Exhibit "E"

Specific Plan Amendments

SECTION 1. Figure II-4 of the Downtown Specific Plan: Repeal and replace the existing graphic to permit ground-floor residential uses subject to a Planned Development Permit on the subject property.

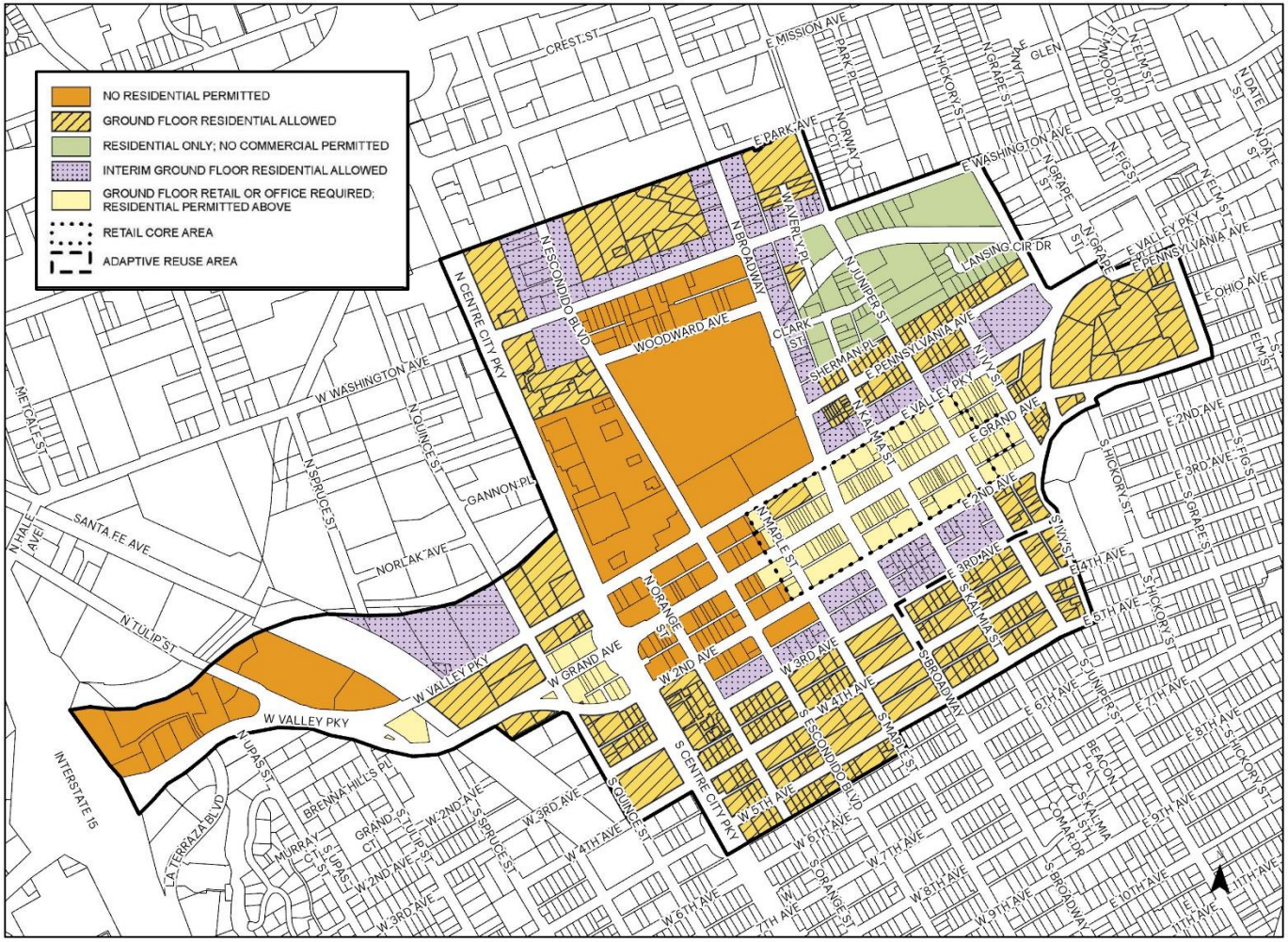


Figure III-6 of the Downtown Specific Plan: Repeal and replace the existing graphic to establish a height overlay on the subject property.

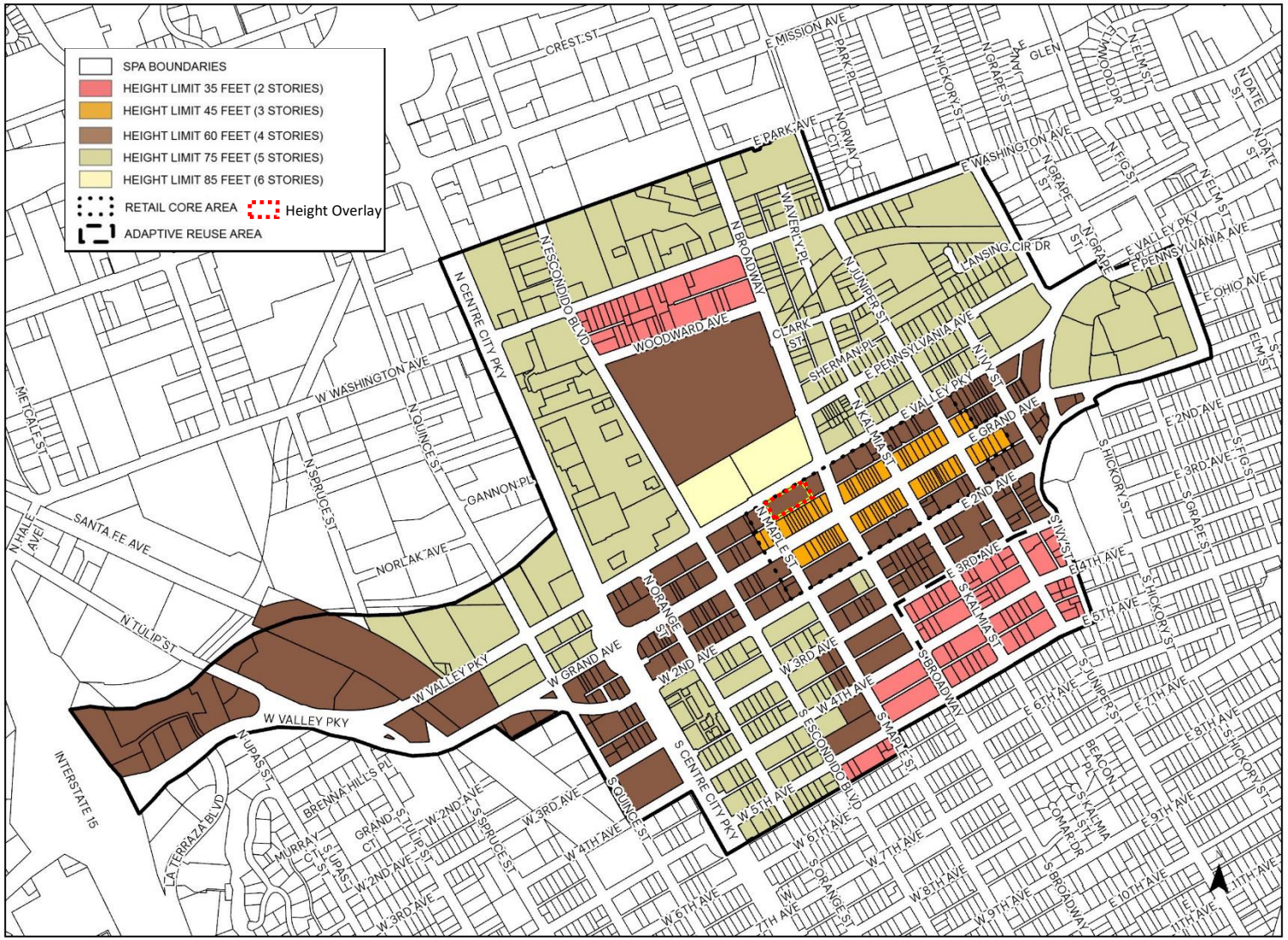


Figure III-4 of the Downtown Specific Plan: Repeal and replace the existing graphic to remove municipal parking Lot 1 as a municipal parking lot.

Figure III-5 of the Downtown Specific Plan: Repeal and replace existing table to include the height limit overlay allowance in the development standards, and include language describing the height limit overlay.

	HD	PV	CCU	GT	M	SG	CN
Maximum Building Height and Stories* **REFER TO FIGURE III-6**	45' (up to 3 stories) along Grand Avenue in Retail Core Area 75' (up to 5 stories) east of Valley Boulevard, and north of E. Valley Parkway. 60' (up to 4 stories) in all other locations. (see Figure III-6)	35' (up to 2 stories) between Washington and Woodward Ave 75' (up to 5 stories) east side of Broadway85' (up to 6 stories) within Grape Day Park, Civic & Cultural areas with Planned Development approval (see Figure III-6)	75' (up to 5 stories) (see Figure III-6)	60' (up to 4 stories) west of NCDT Rail line; elsewhere up to 75' (up to 5 stories) (see Figure III-6)	75' (up to 5 stories) north of Grand Avenue, 60' (up to 4 stories) south of Grand Avenue (see Figure III-6)	75' (up to 5 stories) between CCP and Maple Street. 60' (up to 4 stories) between Maple Street and Broadway Historic Adaptive Reuse: 35' (up to 2 stories) (see Figure III-6)	75' (up to 5 stories) (see Figure III-6)
Min. Lot Frontage	None	50'	50'	50'	50'	50'	50'
Front Setback	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (20'-24' for garages) Adaptive Reuse Area: 15' for buildings 20' for garages (Surface Parking and Signs: 5' from property line)	At right of way or 14' from ultimate street curb face, whichever is greater (Garage entrance: 20') (Surface Parking and Signs: 5' from property line)
Interior Side Setback	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5') (Adaptive Reuse Area: 5')	Pennsylvania Ave.: 0' Elsewhere: 5' + 5' for each story over 2 (Surface Parking and Signs: 5')

	HD	PV	CCU	GT	M	SG	CN
Street Side Setback	At right of way or 14' from ultimate street curb face, whichever is greater 10' Maximum (Surface Parking and Signs: 5')	10' (Surface Parking and Signs: 5')	10' (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Surface Parking and Signs: 5')	At right of way or 14' from ultimate street curb face, whichever is greater (Adaptive Reuse: 10') (Surface Parking and Signs: 5')	10' Garage entrance: 20' (Surface Parking and Signs: 5')
Rear Setback	None (Surface Parking and Signs:5')	None (10' if next to public street) (Surface Parking and Signs:5')	5' (10' if next to public street) (Surface Parking and Signs: 5')	None (Surface Parking and Signs: 5')	None Parking perpendicular to alley: 24' from alley's farthest side (Surface Parking and Signs: 5')	None (Adaptive Reuse Area: 10') Parking perpendicular to alley: 24' from alley's farthest side (Surface Parking and Signs: 5')	10' + 5' for each story over 2 (Surface Parking and Signs: 5')
Min. Lot Size	None	None	None	None	None	None	None
Max. Bldg. Cov.	None	None	None	None	None	None	None

*Except as described in the Height Limit Overlay Area.

Parcels created prior to the adoption of this Plan shall not be denied a building permit for reasons of nonconformance with the frontage requirements of this section.

Increased Height Limit Overlay Area: Properties within the Height Overlay Area as shown on Figure III-6, shall be permitted to build up to 65' and a maximum of 5 stories.

Adjustments to the site development regulations may be approved or conditionally approved by the Director of Community Development if it is demonstrated that the proposed adjustment(s) would be compatible with, and not prove detrimental to, adjacent property or improvements:

a. Adjustments to setback requirements up to 25% or four feet (whichever is less).

b. Required landscaping may be permitted in the public right-of-way if a minimum six-foot clear sidewalk is maintained, Americans with Disabilities Act (ADA) requirements are met, and an encroachment permit is obtained from the City. This provision shall apply only if there is no encroachment on the existing right-of-way by a future street improvement that would render the landscaping feature(s) to become non-conforming.

Districts:

HD = *Historic Downtown*	M = *Mercado*	GT = *Gateway Transit*	CN = *Creekside Neighborhood*
CCU = *Centre City Urban*	PV = *Park View*	SG = *Southern Gateway*	

SECTION 2. CLERICAL TASK.

The City Clerk is hereby authorized and directed to change any chapter numbers, article numbers, section, and page numbers in the event that the adoption of this Specific Plan Amendment reveals that there is a conflict, in order to avoid confusion and possible accidental repeal of existing provisions.

RECORDING REQUESTED BY:

CITY CLERK, CITY OF ESCONDIDO

WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

APN: 229-421-26

Recording Fees Exempt Per Government Code Section 27383

DEVELOPMENT AGREEMENT
for the Maple

between

CITY OF ESCONDIDO

and

TOUCHSTONE MF FUND I, LLC

_____, 2023

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the CITY OF ESCONDIDO, a California municipal corporation ("City"), and Touchstone MF Fund I, LLC a Delaware limited liability company ("Owner").

RECITALS

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

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

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

ARTICLE I

Definitions

1. **"Amendment"** shall mean to any written amendment to this Agreement approved by the City Council as provided in Article II, Section 3.

2. **"Annual Review"** shall mean to the Owner's demonstration of compliance with the terms of this Agreement every 12 months.

3. **"Assignee"** shall mean to an assignee of this Agreement in accordance with Article II, Section 2 and approved by the City in writing.

4. **"CEQA"** shall mean to the California Environmental Quality Act, California Public Resources Code §§ 21000 et seq. and CEQA Guidelines Title 14 of the California Code of Regulations, Section 15000 et seq.

5. **"City"** shall mean the City of Escondido, its City Council, its mayors and council members, past and present, and employees and agents.

6. **"Cure Period"** shall mean the period of time in which a default may be cured, which will be 30 days.

7. **"Development Fees"** shall mean the development related fees as provided in the City's Fee Guide for Development Projects Revised February 6, 2017, attached as Exhibit C.

8. **"Director"** shall mean the Director of Development Services.

9. **Effective Date.** Shall mean effective date of the Agreement which shall be the later of: (i) the date is thirty (30) days after the City Council's adoption of an ordinance approving this agreement; or (ii) the date that Owner, or its successors or assigns, becomes the owner of the Property in fees simple

10. **"Entitlements"** shall mean all approvals and permits necessary or incidental to the development of the Project or any portion thereof, whether discretionary or ministerial, including but not limited to, specific plans, tentative or final tract map approvals, whether standard or vesting, conditional use permits, variances, project plans, grading permits, building permits, and this Agreement and includes all conditions of approval regarding any particular Entitlement.

11. **"Exaction"** shall mean any fee, tax, requirement, condition, dedication, restriction, or limitation imposed by the City upon the development of the Property at any time in accordance with the Existing Laws.

12. **"Existing Laws"** shall mean the ordinances, resolutions, codes, rules, regulations, general plan, stormwater regulations and official policies of the City and the State of California governing the development of the Property, including, but not limited to, the permitted uses of the Property, the density or intensity of use, the design, improvement and construction standards and

specifications for the Project, including the maximum height and size of proposed buildings, and the provisions for reservation and dedication of land for public purposes, in effect on the Effective Date of this Agreement.

13. **"Future Exaction"** shall mean Exactions imposed after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise.

14. **"Future Laws"** shall mean all ordinances, resolutions, codes, rules, regulations, and official policies implemented by the City after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise. Future Laws includes changes to the Existing Laws.

15. **"General Fees"** shall mean all general development fees which the City may levy pursuant to Government Code Sections 66000 et seq. ("the Mitigation Fee Act"), including, but not limited to, application fees, processing fees, utility connection fees, inspection fees, capital facilities fees, development impact fees, traffic impact fees, park fees and such other similar fees as may be enacted from time to time and generally applied throughout the City, excluding Development Fees.

16. **"General Plan"** shall mean to the City's General Plan in effect on the Effective Date.

17. "**Minor Modifications**" shall mean to minor modifications regarding the performance of this Agreement that are consistent with the Entitlements and have minimal impacts to the City's operations in terms of timing, performance, or value.

18. "**Modification**" shall mean a modification approved by the City Council as provided in Article VI, Section 5.

19. **"Operating Memorandum"** shall mean addenda to this Agreement to document changes or adjustments in the performance of this Agreement as specified in Article III, Section 7.

20. "**Owner**" refers to Touchstone MF Fund I, LLC a California limited liability company, which has legal or equitable interest in the Property which is the subject of this Agreement.

21. **"Party"** may refer to City or Owner individually or collectively as Parties.

22. **"Project"** shall mean and refer to all improvements described in the Entitlements and this Agreement.

23. **"Property"** shall mean the certain real property located in the County of San Diego, State of California as described in Exhibit A.

24. **"Public Benefits"** shall mean the consideration given by Owner to the City, as described in Exhibit B attached hereto, in return for the City's good faith performance of all applicable terms and conditions in this Agreement.

25. **"Public Improvements"** shall mean any public improvements required to be constructed as conditions of approval to the Entitlements or as additionally provided in this Agreement.

26. **"Review Letter"** shall mean a letter from the City regarding a statement of Owner's compliance with this Agreement, following a positive Annual Review by the City.

27. **"Term"** shall refer to the term of this Agreement as provided in Article II, Section 1.

ARTICLE II

General Provisions

1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue for five (5) years unless terminated, modified, amended or extended as permitted by this Agreement. After the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer subject to the Agreement, without the execution or

recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.

2. **Assignment**. The rights and obligations of Owner under the Agreement may be assigned by Owner as part of an assignment of the Property, only after receiving written approval from the City. Owner shall provide thirty (30) days advance written notice to the City of any requested assignment, which may not be unreasonably conditioned, delayed, or withheld. The City shall have the right to ensure that the proposed assignee has the financial capability to complete and fulfill any uncompleted requirements relating to the Public Benefits and Public Improvements. Notwithstanding the foregoing, Owner may assign this Agreement in conjunction with a transfer of the Property, without any additional consent, to any entity for which Kingsbarn Capital & Development, LLC is the managing member or general partner. Any assignment agreement must be in writing and expressly provide that (a) the assignment shall be subject to this Agreement; and (b) the Assignee assumes all of Owner's rights and obligations with respect to the Property, or portion thereof, assigned.

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

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

5. **Defense and Indemnification.**

a. Owner agrees to defend, indemnify, and hold harmless, City, and provide and pay all costs for a defense of and judgment against the City, including any award for attorney's fees and litigation costs, in any legal action filed in a court of competent jurisdiction by a third party challenging the Project, or any component thereof, or this Agreement. Upon the Effective Date, or another date as mutually agreed to by the Parties, the Owner shall deposit security, such as cash, a bond, irrevocable letter of credit, or other security to cover the costs of any such defense in a reasonable amount as determined by the City of Escondido City Attorney. Initially, the deposit shall be $25,000 which may be reasonably adjusted should any lawsuit be filed. Said security may be released after all applicable statutes of limitation have expired.

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

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

by the payment of prevailing wages for construction of the Project or any of the Public Benefits or Public Improvements.

d. If any action or proceeding is brought against the City by reason of any of the matters against which Owner has agreed to indemnify the City as provided above, Owner, upon notice from the City, shall defend the City at Owner's expense by counsel chosen by the City. The City need not have first paid for any of the matters to which the City is entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

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

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

A. City

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

with a copy to:

City Attorney

201 N. Broadway
Escondido, CA 92025

B. Owner

Touchstone MF Fund I, LLC
Attn: Kerry Garza
Telephone:

with a copy to:

David W. Ferguson, Esq.
Lounsbery Ferguson Altona & Peak, LLP
960 Canterbury Place, Suite 300
Escondido, CA 92025-3836
Telephone: (760) 743-1201

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

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

ARTICLE III

Development of the Property

1. **Applicable Rules, Regulations, and Policies.** Owner shall have the vested right, to the fullest extent allowed by law, to develop the Property in accordance with the Entitlements, Existing Laws and this Agreement. During the Term, the Entitlements, Existing Laws and this Agreement shall control the overall design, development and construction of the Project. Notwithstanding the

foregoing, nothing in this Agreement shall preclude the City from applying changes occurring from time to time in the uniform codes published in Title 24 of the California Code of Regulations and adopted by the City, including local amendments, in effect when the building permits are issued.

2. **Future Laws.** Future Laws shall not apply to the Project except as expressly provided in this Agreement. Future Laws may be applied to the Project if they are not in conflict with the Existing Laws. Owner may give the City written notice of its election to have any Future Law applied to the Property, in which case such Future Law will be considered an Existing Law for purposes of this Agreement.

3. **Future Discretionary Reviews.** Except as set forth in this Agreement, the City shall retain its discretionary rights in reviewing applications for Entitlements. Owner's applications for Entitlements and the City's review thereof, must comply with the Existing Laws and with the terms and conditions of this Agreement. The City shall not impose any conditions upon Entitlements that are more restrictive than or inconsistent with the terms of this Agreement or the Existing Laws, except as required by state or federal law. The City may conduct, in accordance with CEQA and the Existing Laws, an environmental review for Entitlements. The City may impose, if required by CEQA, additional mitigation measures to mitigate significant adverse environmental effects that were not previously considered, or were found to be infeasible to mitigate at the time of approval of this Agreement. Nothing herein is intended to require or authorize additional CEQA environmental review or mitigation measures beyond that otherwise required by CEQA.

4. **Permitted Uses and Density.** The Agreement shall vest the right to develop the Property to the fullest extent allowed by law with respect to the permitted uses of land, density and intensity of uses, and the rate or timing and phasing of development as described in the Entitlements which

are hereby incorporated as if fully set forth in this Agreement. The permitted uses, density, and intensity of use of the Project, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes, shall substantially conform to those specified in the Entitlements, Existing Laws and this Agreement. All other aspects of the Project that are not specified in the Entitlements shall be determined by the Existing Laws, except as expressly provided herein.

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

6. **Moratorium.** No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of the City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy

certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within the City, or portions of the City, shall apply to the Property to the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section shall not affect the City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria, as established by the initiative process, or as otherwise established by law.

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

8. **Term of Project Approvals.** The term of each of the Entitlements shall be extended for a period of time through the Term of the Agreement. Should this Agreement be terminated, the

Owner shall have thirty (30) days to submit an application for the extension of any of the approved Entitlements.

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

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

11. **Public Benefits and Improvements.** Owner agrees to design, construct and maintain the improvements as provided in the Entitlements and provide the Public Benefits as described in Exhibit B. These requirements shall survive the termination of this Agreement. However, should the Project be abandoned and an entirely new project applied for, the foregoing requirements shall terminate.

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

with City requirements separately from this Agreement. As the Purchase and Sale Agreement was entered into between the Parties and an application was submitted prior to the passing of Ordinance 2020-10 and Resolution 2020-24 and 2020-33, the Project shall not be subject to CFD 2020-1 as a pipeline project.

ARTICLE IV

Provision of Public Benefits

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

2. **Occupancy Contingent on Construction of Public Improvements.** Owner acknowledges that the City shall not grant a certificate of occupancy for the first residential or commercial unit on the Property prior to the construction of all improvements described in Exhibit B. This contingency for occupancy shall survive the termination of this Agreement.

3. **Grading Permit Contingent on Security for Public Benefits.** Prior to issuance of a grading permit, Owner must enter into an improvement agreement or agreements which will detail Owner's construction obligations for Public Improvements and the Public Benefits, and will require Owner to provide financial security for completion of construction, in a form or forms as approved by the City Attorney.

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

action and the expiration date of the Agreement shall be extended by the time during which the term is tolled.

ARTICLE V

Annual Review

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

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

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

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

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

ARTICLE VI

Delay, Default, Remedies, and Termination

1. **Notice and Cure of Default.** In the event of a material default, the Party alleging a default shall give the defaulting Party a notice of default in writing. The notice of default shall specify the nature of the alleged material default. During the Cure Period, the Party charged shall not be considered in breach. If the default is cured within the Cure Period, then no breach shall be deemed to exist. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which such alleged failure satisfactorily may be cured.

2. **Waiver.** Failure or delay in giving notice of default shall not constitute a waiver of any other material default. Except as otherwise expressly provided in this Agreement, a failure or delay in asserting any rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies otherwise available to a Party or deprive a Party of the right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any rights or remedies it may have.

3. **Default by Owner.** The Director may recommend the review and termination of this Agreement to the City Council upon an occurrence of a material default that is not cured within the Cure Period. The foregoing does not limit any of the City's other remedies upon a material breach of this Agreement by the Owner.

4. **Default by the City.** Upon a material default by the City, that is not cured within the Cure Period, Owner, without limiting any of its other remedies, shall not be obligated to complete any of its obligations under this Agreement.

5. **Termination or Modification.** Any termination or modification of this Agreement shall be done in accordance with Article 58, Chapter 33 of the Escondido Zoning Code as well as any applicable state or federal law. Owner shall have sixty (60) days from the Effective Date to sign the Agreement or the Agreement shall automatically expire.

ARTICLE VII

Encumbrances and Releases on Property

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

ARTICLE VIII

Miscellaneous Provisions

1. **Rules of Construction.** The singular includes the plural; the masculine gender includes the feminine; “shall” is mandatory; “may” is permissive.

2. **Severability.** If any non-material provision of this Agreement shall be adjudged by a court of competent jurisdiction to be invalid, void, or illegal, it shall in no way affect, impair, or

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

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

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

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

6. **Project as a Private Undertaking.** It is specifically understood by the Parties that the Project is a private development and that Owner shall have the full power and exclusive control of

the Property subject to the provisions of this Agreement. Any improvements completed remain the property of the Owner unless the City has explicitly accepted any improvement.

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

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

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

10. **Covenant of Cooperation.** The Parties shall cooperate with and assist each other in the performance of the provisions of the Agreement including assistance in obtaining permits for the development of the Property which may be required from public agencies other than the City. The covenant of cooperation shall include, to the maximum extent permitted by law, that the City shall use its best efforts to prevent any ordinance, measure, moratorium or other limitation from invalidating, prevailing over or making impossible any provision of the Agreement, and the City shall cooperate with Owner to keep this Agreement in full force and effect. Owner reserves the right to challenge any such ordinance, measure, moratorium, or other limitation in a court of law if it becomes necessary to protect the development rights vested in the Property pursuant to this Agreement.

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

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement:

CITY OF ESCONDIDO

By: _____
Dane White
Its: Mayor

CITY OF ESCONDIDO

By: _____
Zachary Beck
Its: Clerk

By: TOUCHSTONE MF FUND I, LLC,
a California limited liability company

By: _____
Kerry Garza, President

APPROVED AS TO FORM:

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

By: _____

TOUCHSTONE MF FUND, I, LLC,
a California limited liability company

By: _____
Dave Ferguson, Attorney

EXHIBIT A

LEGAL DESCRIPTION

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

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

PARCEL 1:
LOTS 21 THOUGH 24 INCLUSIVE IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PARCEL 2:
LOTS 25 AND 26 IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PARCEL 3:
LOTS 27 AND 28 IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PARCEL 4:
LOTS 29 THOUGH 33 INCLUSIVE IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

EXHIBIT B

I. PUBLIC BENEFITS AND PUBLIC IMPROVEMENTS

A. MAPLE STREET PLAZA. Owner will reconstruct Maple Plaza substantially as shown in **Exhibit D**.

B. PUBLIC ART. The Owner reserves the right to implement, construct, or otherwise install Public Art. The Public Art shall be governed by Article 37 (Public Art), and shall be approved prior to the issuance of the first building permit. If a Public Art piece is not approved and/or not submitted by the Applicant prior to the issuance of the first building permit, then the Public Art fee shall be paid prior to the issuance of the first building permit.

II. DENSITY TRANSFER FROM CITY DENSITY TRANSFER PROGRAM

A. DENSITY TRANSFER. The City will transfer 50 units of density from the City Density Credit Pool, established by the City's Density Transfer Program.

III. FEES

A. OPEN SPACE REDUCTION. In an effort to comply with the open space requirements of the Downtown Specific Plan, the Applicant will be responsible for payment of an-lieu fee of $109,827. This fee shall be placed in the City's General Fund and is intended to be utilized for open space throughout the City. The Open Space Reduction Fee, shall be paid prior to building permit issuance.

B. TREE COUNT. In order to demonstrate compliance with City's adopted Climate Action Plan Checklist, the Applicant will be responsible for paying an-lieu fee of $34,450. This fee shall be placed into the City's General Fund, and is intended to be utilized for tree plantings throughout the City with priority provided to the

Downtown Area. The Tree Count Fee shall be paid prior to building permit issuance.

IV. TIMING AND COOPERATION

A. GENERALLY. The City and Owner agree to cooperate towards the requirements in this Agreement including a permitting and construction schedule.

B. USE OF MAPLE STREET PLAZA. The Project shall be permitted to use a portion of Maple Street Plaza for architectural elements, subject to any terms and conditions of an encroachment permit. This space shall extend approximately six (6) feet from the exterior of the building as depicted in the Entitlements. Owner shall be permitted to use this space during construction of the Project. Owner shall be responsible for maintenance of this space after construction starts. Such maintenance shall include routine care and cleaning, repair and replacement of existing improvements unless damaged by the City.

C. TEMPORARY PARKING MANAGEMENT PLAN. Prior to issuance of grading or building permit, the City will require a temporary parking management plan that secures temporary off-site parking accommodations for construction workers. Owner may allow onsite parking once the initial garage is constructed subject to City approval in accordance with the City's municipal code and state and federal law.

D. Owner may require the temporary exclusive use of the south side parking lane of Valley Parkway to facilitate the construction of the Project. If Owner determines that such use is necessary, then City and Owner agree to cooperate towards this requirement, subject to any terms and conditions of an encroachment permit.

EXHIBIT C

Fee Guide as of 02-06-2017

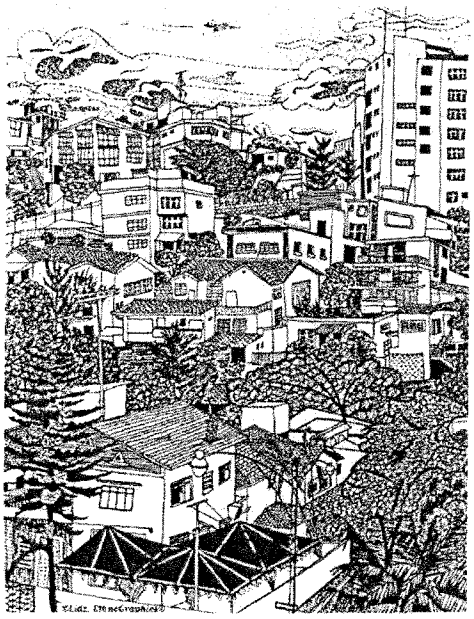
[See attached]

Revised 2/6//2017

ESCONDIDO
City of Choice

FEE GUIDE for DEVELOPMENT PROJECTS

PLEASE NOTE: THIS DOCUMENT WAS UPDATED ON 2-06-2017 (LOCAL TRAFFIC, PUBLIC FACILITY, PARK, DRAINAGE FEE INCREASES)



Community Development Department / Building Division

201 North Broadway, Escondido, CA 92025 (760) 839-4647 FAX (760) 432-6819

Important Information

Fees in the Downtown Specific Plan Area

Development Fee Category	CURRENT[1] FEE
PUBLIC FACILITIES	Res. $1614/DU
PARK DEV.	Res.$1120/DU
DRAINAGE FACILITY	MF Res.$370/DU
PUBLIC ART	$0.15/SF first 2000sf exempt[2]

[1] For Multi-Family Development (2 units or more) located in the Downtown Specific Plan Area, the Current Fees identified by Resolution 2004-99(RRR) shall remain in effect until revised by City Council action per Res. No. 2006-160, 6-21-2006.

Revised 2/6//2017

A1

Revised 2/6//2017

FEE GUIDE FOR DEVELOPMENT PROJECTS INDEX

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OTHER CITY DEPARTMENT FEES

Fees are collected at various stages of development projects. This guide provides information on those fees applicable to Building Division plan check submittal and to Building Permit issuance. FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.

- ☐ Plan Check Fee
- ☐ Building Plan Review Fee (Planning)
- ☐ Building Plan Review Fee (Fire)
- ☐ Building Permit Fee
- ☐ State Seismic Fee (SMIP)
- ☐ State Green Building Fee
- ☐ Public Facility Fee
- ☐ Wastewater Connection Fee
- ☐ Water Connection Fee
- ☐ SDCWA Capacity Charge (Currently collected with water meter charges)
- ☐ Park Fee
- ☐ Traffic Fee
- ☐ Regional Traffic Fee (RTCIP)
- ☐ Drainage Facilities Fee
- ☐ Region of Influence Infrastructure Deposit Fee
- ☐ CATV Fee
- ☐ Plumbing, Electrical and Mechanical Permit Fees
- ☐ School Fees
- ☐ Microfilming Fee
- ☐ Art Fee
- ☐ Citywide Facilities Plan Reimbursement Fee

Other City departments and agencies which have fees that may impact your project are also listed.

City Departments

- ☐ Planning
- ☐ Engineering
- ☐ Finance
- ☐ Fire
- ☐ Business License

Other Agencies

- ☐ San Diego County Health (Haz. Materials)
- ☐ San Diego County Health (Environmental Services)
- ☐ Air Pollution Control District
- ☐ Other Sewer/Water Agencies
- ☐ San Diego Gas and Electric Co. (SDG&E)
- ☐ AT&T (formerly Pacific Bell, SBC)
- ☐ Cox Communications

This guide also provides information regarding fee incentives for the following types of projects.

- ☐ Qualified projects in the Escondido Business Enhancement Zone
- ☐ Restaurants
- ☐ Second Dwelling Units
- ☐ Fee Deferrals
- ☐ Historical Buildings
- ☐ Changes in Use in Existing Buildings

Fee estimates for proposed projects are available upon request. Please provide the following information. If you are unsure of the applicable fees for your project please contact Building Division staff for assistance.

- ☐ Description of project (use, etc.) being
- ☐ Proposed water meters (number & sizes)
- ☐ Floor plan showing uses, square footage, seating (if applicable), etc.
- ☐ Land area, plot plan
- Type of construction
- ☐ Size and use of any structures demolished (for fee credits)
- ☐ Existing water meters (number & sizes)
- ☐ High water users may have to submit water bill records from previous locations or estimates of usage

OTHER CITY DEPARTMENT FEES

☐ **PLANNING - CITY HALL (760) 839-4671**

Fees for subdivisions, CUP's, Plot Plans, P.D.'s, Design Review, Grading Plans, Development Agreements, etc.

☐ **ENGINEERING - CITY HALL (760) 839-4651**

Fees for plan check and inspection, improvement plans, grading plans, subdivisions, encroachment permits, repayments, etc.

Annual Industrial Waste Discharge Permits - Contact the Industrial Waste Inspector at (760) 839-6282.

☐ **FINANCE - CITY HALL (760) 839-4682**

Fees for water meters and construction meters.

☐ **FIRE - 201 NORTH BROADWAY (760) 839-5400**

Fees for Fire Code Permits, blasting permits, research, hazardous material consulting and inspection.

☐ **CITY BUSINESS LICENSE - CITY HALL (760) 839-4659**

Required for all businesses operating in the City. Must be renewed annually.

OTHER AGENCY FEES

☐ **COUNTY OF SAN DIEGO DEPARTMENT OF HEALTH SERVICES**

Fees for plan check and inspection and annual permits for:

- Food and Miscellaneous Facilities ..... (760) 471-0730
- X-Ray Installations ..... (619) 338-2969
- Hazardous Materials ..... (619) 338-2222

☐ **AIR POLLUTION CONTROL DISTRICT**

Fees for plan check and inspection and annual permits for certain businesses... (858) 650-4700

☐ **OTHER WATER/WASTEWATER DISTRICTS**

Projects not served by City wastewater and water facilities will be subject to plan check, inspection, installation and connection fees from the serving agency:

- Rincon Del Diablo Municipal Water District..... (760) 745-5522
- Vallecitos Water District ..... (760) 744-0460
- Vista Irrigation District ..... (760) 597-3100
- Valley Center Municipal Water District..... (760) 749-1600
- Olivenhain Municipal Water District ..... (760) 753-6466

To determine if your project is served by City sewer and water, please contact the Engineering Department (760) 839-4651.

☐ **GAS AND ELECTRIC SERVICE**

SAN DIEGO GAS AND ELECTRIC CO. (SDG&E) (800) 611-7343

☐ **TELEPHONE**

AT&T (Formerly Pacific Bell).(800) 310-2355 (Residential)
(800) 750-2355 (Commercial)

☐ **COX COMMUNICATIONS**

North County (760) 806-9809

FEE INCENTIVES

☐ **THE ESCONDIDO BUSINESS ENHANCEMENT ZONE**

On May 24, 2006, the City Council adopted Ordinance 2006-12, and Resolution 2006-56 modifying the existing Business Enhancement Zone (BEZ). The ability to request incentives for development was expanded to all commercial and industrial zoned properties in the City of Escondido. In order to be considered for incentives, the development must meet one or more of the Public Benefit Criteria in the associated Council policy. Generally, the BEZ applies to new construction projects.

Contact the Planning Division at 760-839-4671 or the Economic Development Division at 760-839-4563 for more information and the eligibility criteria.
Requests for incentives must be made in writing to the Assistant City Manager and be accompanied by appropriate supporting materials.

- Please refer to the Escondido Zoning Code Article 69, Sections 33-1450 through 33-1457, for the complete description of requirements and incentives

http://www.qcode.us/codes/escondido/view.php?topic=33-69&showAll=1&frames=on

For the complete Business Enhancement Zone Policy described in Resolution 2006-56, Exhibit "A", please see in the following link:

http://www.escondido.org/Data/Sites/1/media/pdfs/Business/BusinessEnhancementZone.pdf

Economic Incentive Fund and Incentive Policy (brief description)

Purpose: The City Council has established an Economic Incentive Fund that is utilized to offset development and connection fee reductions granted to eligible projects.
The City Council Economic Development Subcommittee and the City Council may grant fee reduction incentives as follows.

Policy:

1. Granting of fee reductions of up to 25% of the project's connection and development fees with a $25,000 maximum cap.
   - Fee reductions are backfilled from the City Council Economic Incentive Fund.
   - Incentive does not apply to high-demand service users.
   - Pass-thru fees to other agencies and costs involving processing, inspection and/or construction costs to the City of Escondido will not be eligible for fee incentive reductions. The Public Art Fee will not be reduced.
2. Ability to request fast-track processing.

Additional Incentives Policy

1. Granting of fee reductions of up to 50% of the project's connection and development fees with a $50,000 maximum cap.
   - Up to 50% of the project's connection and development fees can be requested to be reduced for businesses that provide exemplary financial or job benefits to the City.
   - Fee reductions are backfilled from the City Council Economic Incentive Fund.
   - Incentive does not apply to high-demand service users.
   - Pass-thru fees to other agencies and costs involving processing, inspection and/or construction costs to the City of Escondido will not be eligible for fee incentive reductions. The Public Art Fee will not be reduced.
2. Assignment of a fast track interdepartmental City staff project processing and permitting team.

☐ **FEE DEFERRAL**

On June 13, 2012, City Council Approved Resolution 2012-103, which amends the existing fee deferral program for commercial and industrial projects, to include residential development with 5 or more units. Please contact Building Division staff for further information regarding the process.

FEE INCENTIVES

☐ **NONPROFIT ORGANIZATIONS** (Per City Council Resolution 2008-21(R) October 22, 2008)

The City of Escondido recognizes the importance of community based service organizations. Qualified organizations will receive a 50% reduction in connection, development and art fees with a maximum total reduction in fees not to exceed $10,000. Where a property is eligible for multiple fee credits, the credit generating the greater amount shall be used. See page 36.

☐ **INCENTIVES FOR INCREASED ENERGY EFFICIENCIES**

On Sept. 19, 2001 City Council approved Resolution No. 2001-209 which provides that commercial and residential projects can receive incentives of expedited processing and reduced fees for energy efficiencies above current Title 24. See page 37.

☐ **NONRESIDENTIAL BUILDING ADDITIONS**

Per City Council action on November 21, 2008, expansions in floor area of existing nonresidential buildings will be required to pay development fees on the expanded area:

- Wastewater Connection Fee
- SDCWA Capacity Charge
- Drainage Facilities Fee
- Water Connection Fee (if increase in meter size)
- Traffic Fee
- Public Facility Fee
- Art Fee

☐ **HISTORICAL BUILDINGS**

On June 17, 1992, in an effort to encourage historic preservation, the City Council approved Resolution No. 92-266 adopting an incentives program for qualified preservation projects.

Numerous incentives are offered, including fee reductions.

For further information, please contact the Planning Division at (760) 839-4671.

☐ **CHANGES IN USE IN EXISTING BUILDINGS (Council Agenda Item 4/22/1992)**

To encourage revitalization efforts for our existing building stock, tenant improvement permits, such as restaurants, will not be charged wastewater, water, and/or traffic fees, unless the project requires an increased water meter, or sewer line size, or adds significant parking. This policy does not apply to intensive uses such as Laundromats, car washes, breweries, etc., or to the first use in new buildings. Buildings in which the previous use was abandoned for 10 years or more are subject to development fees. (See Fee Example #9, page 29.)

☐ **SECOND DWELLING UNITS**

In an effort to provide affordable housing in areas where adequate public facilities and services are available, and impacts upon the residential neighborhoods directly affected would be minimal, the City Council adopted Ordinance No. 92-42 on November 4, 1992.

The ordinance added Article 70 to the Escondido Zoning Code which establishes standards for second dwelling units.

These units will be considered as room additions for Building Permit fees and will not be charged wastewater, water, traffic, public facility, drainage, and park fees. EMC Section 33-140.

One limitation on these units is that the owner of the property must reside on the parcel on which the unit is located. For further information on Article 70, please contact the Planning Division at (760) 839-4671.

FEE INCENTIVES

☐ **PERMIT PROCESSING FEE INCENTIVES – TARGETED COMMERCIAL AREAS**

To encourage improvement and enhancement of existing businesses, the processing and permit fees shown below will be waived. Targeted areas are South Escondido Boulevard, East Valley Parkway and the Downtown Revitalization Area (see map on page 33).

- Minor Plot Plan Review – $1,025
- Project Plan Review – up to $200
- Landscape Plan Check – up to $1040
- Sign Permit – $78
- Facade Improvements – up to $200
- Design Review Fee – $450
- Encroachment Permit – $100
- Building Sign Permit – up to $50
- Building Awning Permit – up to $100

Criteria for incentive approval:

- Cumulative fee incentives for any single business shall not exceed $500
- Fee waivers shall involve exterior (street visible) improvements only
- Waivers for new construction shall be limited to additions to existing businesses

For further information, contact the Planning Division (760) 839-4671.

FEE CREDITS

BUILDING DEMOLITIONS & ABANDONED USES

On October 22, 2008, the City Council modified City policy regarding fee credits for demolished buildings and buildings with abandoned uses. This action established a 10-year time limit on the use of fee credits. The time limit shall not apply to single-family dwellings demolished due to natural disaster.

The fee credits have the following limitations:

- Satisfactory documentation must be presented on the existence of the previous building;
- Credits are applied to the fees for new projects on the same property (no monetary refunds are given);
- Credit applies only to the property on which the demolitions occurred;
- Credit cannot be transferred elsewhere.
- Where a property is eligible for multiple fee credits, the credit generating the greater amount shall be used.

Fee credits apply to the following fees:

- Water Connection Fee (if on City water)
- Wastewater Connection Fee (if on City sewer)
- SDCWA Capacity Charge (if on City water)
- Public Facility Fee
- Art Fee
- Traffic Fee Local portion only (see below)
- Park Fee
- Region of Influence Infrastructure Deposit
- Drainage Facilities Fee

Credits for Traffic Fees for a demolished residential use applied to a commercial use will be 25% of the fees shown in this guide, since commercial traffic fee rates are based on 25% of the residential rates.

AGRICULTURAL WATER METERS

On October 22, 2008, the City Council modified City codes to allow fee credits for agricultural water meters taken out of service.

Fee credits apply as follows:

- Ten-year time limit, and other limitations as listed under Building Demolitions
- Given to owner of the subdivision at the time of Final Map recordation
- Applies to the Water Connection Fee at the time of meter removal or last service, and SDCWA Capacity Charge as allowed per the agency
- Will be divided among the new lot(s) created

FEES APPLICABLE TO BUILDING PERMIT ISSUANCE

The fees shown below are applicable to Building Permit issuance for your project. Processing fees are payable at Plan Check submittal. School fees are payable to the school district prior to permit issuance. All remaining fees are payable at permit issuance. Final project fees are those fees in effect at the time of permit issuance.

PROCESSING FEES

PURPOSE: To cover City costs in processing your project and reviewing your plans for compliance with model codes, local ordinances and state and federal regulations.

APPLICABLE TO: All projects, except as noted below.

	FEE AMOUNT
☐ **PLAN CHECK FEE***	65% of Building Permit Fee
PLAN CHECK SURCHARGES (for State regulations)	
☐ **Nonresidential State Disabled Access Reg. Plan Check**	10% of Plan Check Fee
☐ **Residential State Disabled Access Reg. Plan Check**	10% of Plan Check Fee
☐ **All buildings - State Energy Regulations**	20% of Plan Check Fee
☐ **PLANNING DIVISION - BUILDING PLAN REVIEW FEE**	$35 (MIN) room additions; patio covers, decks, retaining walls; pools, spas and miscellaneous projects requiring zoning review. $195 (RES)-single family dwelling; up to four residential units. $380 (MINOR)-T.I.'s; commercial/industrial additions 1 or 2 story, up to 10,000 sf. $1,100 (MAJOR)-Tracts; Parcel Maps (5 or more dwellings); Multi-family residential; new commercial/industrial buildings; non residential additions over 2 stories or 10,000 sf.
☐ **FIRE DEPARTMENT - BUILDING PLAN REVIEW FEE**	$50 ____0-500 sq. ft. (Typical Building; Additions;
(Projects regulated by the Fire Code, includes inspection)	$100 ___500-2,000 sq. ft. Single Family Dwellings;
Tracts/Phase/production 1-10 units same application $200;	$150 ___2,001-5,000 sq. ft. Tract Models;
each 5 additional units $100 same application (SFD R-3 occupancy)	$200 ___>5,000 sq. ft. Tenant Improvements)
	$275/bldg ___Multi Family, Commercial, Industrial
AUTHORITY: Local Ordinances.	$100/each ___ Access Roadway Gate

PERMIT/INSPECTION FEES

PURPOSE: To cover City costs in inspecting your project for compliance with model codes, local ordinances and state and federal regulations.

APPLICABLE TO: All projects, except as noted below.

	FEE AMOUNT
☐ **BUILDING PERMIT FEE***	Based on building valuation table on page 14. Valuation determined by using multipliers on page 12.
BUILDING PERMIT SURCHARGES (for State regulations)	
☐ **Nonresidential Disabled Access Inspection**	10% of Building Permit Fee
☐ **Residential Disabled Access Inspection**	10% of Building Permit Fee
☐ **All buildings - State Energy Regulation Inspection**	20% of Building Permit Fee
☐ **PLUMBING PERMIT FEES**	See schedule, page 15.
☐ **ELECTRICAL PERMIT FEES**	See schedule, page 15.
☐ **MECHANICAL PERMIT FEES**	See schedule, page 15.

AUTHORITY: Escondido Municipal Code & Local Ordinances.

*For subdivisions with 10 or more single-family dwellings which have building permit issuances in groups of 10 or more, the production unit building permit fees will be decreased by 10% (Resolution #99-199, August 26, 1999). Plan check fees for all subdivision production, repeat units shall be $70/unit (Resolution #2002-100, May 1, 2002).

Revised 7-01-2014

FEES APPLICABLE TO BUILDING PERMIT ISSUANCE

CONNECTION FEES

PURPOSE: These fees represent a new connection's proportional share of existing capital facilities which will be used to provide service to the new connection.

APPLICABLE TO: All new projects, served by City water and wastewater.

	FEE AMOUNT	
☐ **WATER CONNECTION FEE**	Residential:	Detached single-family dwelling, $7,930 (see page 19)
	All Other Uses:	Based on water meter size (see pages 19 and 20)

	FEE AMOUNT	
☐ **WASTEWATER CONNECTION FEE**	Residential:	Detached single-family dwelling, $7,500 (see page 19)
	All Other Uses:	Based on an EDU (Equivalent Dwelling Unit) of 250 gallons per day (minimum of 1 EDU) (see pages 19 and 20)

NOTE: Water Connection Fee does not include water meter fees.

AUTHORITY: Local Ordinance

DEVELOPMENT FEES (Established By City Council)

Please refer to Page A1 for Important Fee information

PURPOSE: These fees reflect a development's proportionate share of improvements necessary to meet facility demands created by such development at established City service level standards.

	FEE AMOUNT	
☐ **TRAFFIC FEE (LOCAL)**	Residential:	Single-family dwelling, $870 (see page 18)
	All Other Uses:	See schedule, page 18

PURPOSE: To ensure that the traffic and transportation facility standards established by the City are met with respect to the additional needs created by such development.

APPLICABLE TO: All new development projects.

AUTHORITY: Local Ordinance.

	FEE AMOUNT
☐ **PUBLIC FACILITY FEE**	$4,624 per dwelling unit; $2.17 per sq. ft. of Commercial building area; $1.64 per sq. ft. of Industrial building area.

PURPOSE: To ensure that public facility standards established by the City are met with respect to the additional needs created by such development. (For public facilities such as Police, Fire, Library, etc.)

APPLICABLE TO: All new development projects.

FEES APPLICABLE TO BUILDING PERMIT ISSUANCE

DEVELOPMENT FEES CONTINUED

	FEE AMOUNT
☐ **PARK FEE**	$4,212 per dwelling unit

PURPOSE: To ensure that the park land and recreational facility standards established by the City are met with respect to the additional needs created by such development.

APPLICABLE TO: Residential projects only.

	FEE AMOUNT	
☐ **DRAINAGE FACILITIES FEE**	Residential:	Single-family dwelling - $1,092/unit Multi-family dwelling - $437/unit
	All Other Uses:	$0.71/sq. ft. of building roof area

PURPOSE: To ensure that storm water drainage facilities meet the requirements established by the City's Drainage Master Plan.

APPLICABLE TO: All new development projects (unless a Storm Drain Basin Fee was previously paid).

	FEE AMOUNT
☐ **REGION OF INFLUENCE INFRASTRUCTURE DEPOSIT FEE**	$1,500 - single family dwelling

PURPOSE: To cover development's forecasted fair share costs of new infrastructure related to the impacts created by such development.

APPLICABLE TO: New single family dwelling units, on existing lots of record as of June 6, 1990, in the Region of Influence (see map, page 32).

AUTHORITY: Local Resolution No. 95-211

REGIONAL FEES

	FEE AMOUNT	
☐ **TRAFFIC FEE REGIONAL (RTCIP)**	Residential:	Single-family dwelling, $2,357 (see page 18 for other residential uses)

PURPOSE: To ensure local agency participation in circulation improvements to allow quality of life standards to be achieved and allow new development to proceed.

APPLICABLE TO: All new residential dwelling units.

AUTHORITY: Resolution No. 2013-42.

	FEE AMOUNT
☐ **SAN DIEGO COUNTY WATER AUTHORITY (SDCWA) CAPACITY CHARGE**	Based on water meter size (see page 19) (Currently collected with water meter charges)

PURPOSE: Pass-thru fee to the SDCWA to finance capital improvements.

APPLICABLE TO: All new projects served by City water.

AUTHORITY: Local Ordinance.

FEES APPLICABLE TO BUILDING PERMIT ISSUANCE

STATE FEES

	FEE AMOUNT
☐ **STRONG MOTION INSTRUMENTATION PROGRAM (SMIP) FEE**	$.50 MINIMUM .0001 x Building Valuation - Residential ≤ 3 stories .00021 x Building Valuation - Hotels, motels and all other buildings and structures

PURPOSE: Pass-thru fee to the state to finance monitoring and mapping programs for seismic activity.

APPLICABLE TO: All building permits.

AUTHORITY: State law - Public Resources Code Section 2705-2709.1 (1971)

☐ **GREEN BUILDING FEE**	$1.00 MINIMUM $4.00 PER $100,000 of Building Valuation

PURPOSE: Pass-thru fee to the State to finance Green Building Standards through the California Building Standards Commission (CBSC) with a portion retained locally for administering the program, education, enforcement and voluntary construction inspector certification.

APPLICABLE TO: All building permits.

AUTHORITY: SB1473 State law – Health & Safety Code, Division 13, Part 2.5. Sections 18931.6 & 18931.7

OTHER CITY FEES

	FEE AMOUNT
☐ **ART IN PUBLIC PLACES (AIPP) FEE**	$.30 per sq. ft. of building area (first 2,000 sq. ft. exempt) (see page 17)

PURPOSE: To fund a program designed to promote the arts in public places. The program provides art education and experiences which enhance economic vitality, commemorates local values, history and progress, develops community pride and identity and improves the general welfare and quality of life in the city and is intended to mitigate adverse impacts to those resources and opportunities which are caused by new development.

APPLICABLE TO: All new projects.

	FEE AMOUNT
☐ **CITYWIDE FACILITIES PLAN REIMBURSEMENT FEE**	$58 per residential unit

PURPOSE: To provide a reimbursement fund for individual developers who advanced funds for the preparation of the Subarea Facilities Plans.

APPLICABLE TO: Residential only.

AUTHORITY: Local Resolution No. 94-173

	FEE AMOUNT
☐ **MICROFILMING FEE**	$.50 each - 8 1/2 x 11 sheets $2.00 each - larger sheets

PURPOSE: To cover City costs related to converting your approved project documents to permanent public records.

APPLICABLE TO: All new projects.

OTHER CITY FEES CONTINUED

	FEE AMOUNT
☐ **CATV FEE**	$1.00 per dwelling unit or mobilehome pad - $10 min.

PURPOSE: To cover City administrative and inspection costs related to new CATV systems.

APPLICABLE TO: Multifamily residential, including, but not limited to, apartments, duplex units, condos, townhouses and mobilehome parks.

AUTHORITY: Local Ordinances

SCHOOL FEES

School fees are applicable to all new projects and are payable to the school district prior to Building Permit issuance. See page 16 for additional information.

SEPTIC TANK AND WELLS – Contact the County Health Department

DEMOLITION PERMITS - may be issued to the owner, licensed demolition contractor, or general contractor who has contract to replace the building on the property. Permit fee is $30 per permit. (No plumbing permit required.) Must have San Diego Gas & Electric service removal information slip before issuance. See Demolition Permit Guideline #14.

The recycling of Construction and Demolition Debris to the maximum extent possible for all projects is highly encouraged.

CHANGE OF OCCUPANCY INSPECTION - provide plot plan and indicate intended new use - $86.00 fee (Property owner's request.)

PLAN CHECK AND BUILDING PERMIT FEES/VALUATION MULTIPLIERS - Plan Check and Building Permit fees are based on the value of the proposed work. The Escondido Municipal Code requires that the Building Official make the determination of the value. It also requires that the value be the total value of all the construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air-conditioning, elevators, fire extinguishing systems and other permanent equipment.

Building Valuation Multipliers are updated periodically and may be adopted by each jurisdiction in San Diego County.

Actual construction cost estimates may be used in lieu of the multipliers only for additions and tenant improvements.

RESEARCH FEES – To cover City costs related to the research of records and documents- $86.00hr.

SAN DIEGO AREA CHAPTER I.C.B.O. 1995-96 VALUATION MULTIPLIERS

	Value per sq. ft.
RESIDENTIAL	
APARTMENT HOUSES/Condominium Bldgs.:	
*Type I-or II-F.R.	93.00
Type V or III (Masonry)	75.00
Type V-1-hour	78.00
Type V-Wood Frame	69.00
Type I-Basement Garage	32.00
**DWELLINGS (single family & duplex):	
Type V-Adobe	99.00
Type V-Masonry	82.00
Type V-Wood Frame	78.00
Basements (Non-Hab.)	20.00
***Additions V-Wood Frame	94.00
PRIVATE GARAGES:	
Wood Frame (Unfinished)	21.00
Wood Frame (Finished))	23.00
Masonry	23.00
Open Carports	14.00
COMMERCIAL/INDUSTRIAL	
BANKS:	
*Type I-or II-F.R.	127.00
Type III-1-hour	102.00
Type III-N	98.00
Type V-1-hour	92.00
Type V-N	88.00
CHURCHES:	
Type I-or II-F.R.	85.00
Type III-1-hour	69.00
Type III-N	66.00
Type V-1-hour	64.00
Type V-N	60.00
CONVALESCENT HOSPITALS:	
*Type I-or-II-F.R.	119.00
Type III-1-hour	84.00
Type V-1-hour	79.00
FIRE STATIONS:	
Type I or II-F.R.	97.00
Type II 1-hour	64.00
Type II-N	60.00
Type III 1 hour	70.00
Type III-N	67.00
Type V - 1-hour	65.00
Type V-N	62.00
FITNESS CENTERS:	
Type III-1-hour	65.00
Type III-N	62.00
Type V-1-hour	61.00
Type V-N	57.00

	Value per sq. ft.
HOSPITALS:	
*Type I-or II-F.R.	140.00
Type III-1-hour	114.00
Type V-1-hour	109.00
HOTELS AND MOTELS:	
*Type I-or II-F.R.	86.00
Type III-1-hour	74.00
Type III-N	71.00
Type V-1-hour	66.00
Type V-N	63.00
INDUSTRIAL PLANTS:	
Type I-or II-F.R.	49.00
Type III-1-hour	37.00
Type III-N	35.00
Tilt-up	25.00
Type II-1-hour	34.00
Type II-(Stock)	31.00
Type V-1-hour	35.00
Type V-N	32.00
MEDICAL OFFICES:	
*Type I-or II-F.R.	102.00
Type III-1-hour	82.00
Type III-N	79.00
Type V-1-hour	76.00
Type V-N	73.00
OFFICES:	
*Type 1-or II-F.R.	91.00
Type III-1-hour	65.00
Type III-N	62.00
Type V-1-hour	61.00
Type V-N	57.00
PUBLIC BUILDINGS:	
*Type I or II-F.R.	105.00
Type II 1-hour	85.00
Type II-N	81.00
Type III 1-hour	88.00
Type III-N	85.00
Type V - 1-hour	80.00
Type V-N	77.00
PUBLIC GARAGES:	
*Type I- or II-F.R.	42.00
*Type I- or II-Open Parking	31.00
Type III-1-hour	31.00
Type III-N	28.00
Type II-N	24.00
Type V-1-hour	28.00
RESTAURANTS:	
Type III-1-hour	82.00
Type III-N	80.00

	Value per sq. ft.
Type V-1-hour	75.00
Type V-N	72.00
SCHOOLS:	
*Type I-or II-F.R.	95.00
Type III-1-hour	69.00
Type III-N	65.00
Type V-1-hour	64.00
SERVICE STATIONS/CAR WASHES:	
Type III-1-hour	59.00
Type III-N	56.00
Type II-N	57.00
Type V-1-hour	50.00
Type V-N	47.00
Canopies	24.00
STORES:	
*Type I-or II-F.R.	70.00
Type III-1-hour	52.00
Type III-N	49.00
Type V-1-hour	44.00
Type V-N	40.00
THEATERS:	
Type I-or II-F.R.	94.00
Type III-1-hour	68.00
Type III-N	64.00
Type V-1-hour	63.00
Type V-N	60.00
WAREHOUSES:	
Type I-or II F.R.	42.00
Type III-1-hour	28.00
Type III-N	27.00
Type II or V-1-hour	25.00
Type II or V-N	23.00
(Deduct 11% for mini-warehouse)	

EQUIPMENT

Air Conditioning (Comm.)	3.60
Air Conditioning (Res.)	3.00
Fire Sprinkler Systems	1.80
(Use to increase Val. for new construction)	

TENANT IMPROVEMENTS

***Banks, Medical Offices/Churches	37.00
***Restaurants	37.00
***"H" Occupancies	37.00
***Stores, Offices, All Others	27.00

COMM./IND. ADDITIONS

*** Use multiplier for new building and increase by 20%

SHELL BUILDING: A shell building is defined as a building for which HVAC, lighting, suspended ceilings, plumbing and electrical systems, partition layouts and interior finish are not shown on the plans and for which separate tenant improvement plans will be submitted for plan check at a later date showing these items. Warehouses and industrial buildings shall not be considered shell buildings. The valuation for shell buildings shall be taken as 80 percent of the valuation for the completed building.

*Add 0.5% to the total cost for each story over three.

**For subdivisions with 10 or more single-family dwellings which have building permit issuances in groups of 10 or more, the production unit building permit fees will be decrease (Resolution

SAN DIEGO AREA CHAPTER I.C.B.O. 1995-96 VALUATION MULTIPLIERS

Value per sq. ft.	Value per sq. ft.	Value per sq. ft.

#99-199, August 26, 1999) Plan check fees for all subdivision production, repeat units shall be $70/unit. (Resolution #2002-100, May 1, 2002).
***Or an actual itemized construction cost estimate.

VALUATION MULTIPLIERS–ALTERATIONS (Applicable to existing structure with no addition of floor area)

Change in Occupancy or Change in Use: Example: Convert warehouse to office(s), change house to a restaurant, enclose porch, or convert garage, etc.

Use difference in valuation between existing use and new use.

No Change in Occupancy and No Additional Floor Area

Interior Partitions	@ $39.00 per L.F.
Install Windows or Sliding Glass Doors	@ $12.25 per S.F. of opening
Add Fireplace: Concrete or Masonry	@ $2,800.00 each
Prefabricated Metal	@ $1,900.00 each
Close Exterior Wall Openings	@ $11.50 per S.F. of opening
Aluminum Siding	@$4.50 per S.F.

VALUATION MULTIPLIERS–MISCELLANEOUS (Applicable to both new construction & alterations)

	VALUE PER S.F.
Plastering:	
Inside	$2.25
Outside	2.25
Roofing:	
Built-up	1.08
Comp. Shing. (and Fiberglass)	1.00
Asb. Shing.	2.37
Wood Shing.	2.37
Wood Shakes	2.37
Alum. Shakes	3.58
Clay Tile	3.00
Conc. Tile	2.54
Fences or Freestanding Wall:	
Wood & Chain-link	1.50
Wire	1.50
Masonry	7.00
Wrought Iron	4.50
Stucco	4.50
Balcony/Stairs/Walking Decks (Wood)	11.50
Stone-Brick Veneer	7.00
Pile Foundations:	
Cast-in Place Concrete	17.25 per L.F.
Steel & Pre-Cast	41.75 per L.F.

	VALUE PER S.F.
Retaining Walls: (Conc. or Masonry)	$ 14.00
Spa (in ground only)	5,775.00/spa
Pools:	
Gunite	29.50
Vinyl pools (in ground only)	27.00
Awnings and Canopies: (Supported by Building)	
Aluminum	16.75
Canvas	7.00
Comm. Canopies/Arcades	24.00
Patio Enclosures:	
Wood Frame	10.25
Metal Frame	11.50
Solariums: (or actual itemized construction cost estimate.)	78.00
Patios:	
Wood Frame with Cover	7.00
Metal Frame with Cover	9.00
Agricultural:	
Buildings (General)	15.25
Greenhouses (Horticulture)	4.50
Detached Residential Accessory Structures:	
Workshop, Hobby Shop, Etc. (or actual itemized construction cost estimate)	23.00

SIGNS AND BILLBOARDS

		Non-Illuminated	Illuminated
ROOF, MONUMENT, POLE, BILLBOARD	1 Face	$20.75/sq. ft.	$34.00/sq. ft.
(Add support structure for pole and billboard.)	2 Face	29.50/sq. ft.	48.00/sq. ft.
WALL	1 Face	14.00/sq. ft.	29.50/sq. ft.
PROJECTING	1 Face	20.00/sq. ft.	41.50/sq. ft.
	2 Face	29.50/sq. ft.	48.00/sq. ft.
SUPPORTING STRUCTURE (Add to value of pole and billboard signs.)		48.00/lin. ft.	48.00/lin. ft.

TABLE NO. 3-A - BUILDING PERMIT FEES

TOTAL VALUATION	BUILDING PERMIT FEE
$1.00 to $500.00	$15.00
$501.00 to $2,000.00	$15.00 for the first $500.00 plus $2.00 for each additional $100.00 or fraction thereof, to and including $2,000.00
$2,001.00 to $25,000.00	$45.00 for the first $2,000.00 plus $9.00 for each additional $1,000.00 or fraction thereof, to and including $25,000.00
$25,001.00 to $50,000.00	$252.00 for the first $25,000.00 plus $6.50 for each additional $1,000.00 or fraction thereof, to and including $50,000.00
$50,001.00 to $100,000.00	$414.50 for the first $50,000.00 plus $4.50 for each additional $1,000.00 or fraction thereof, to and including $100,000.00
$100,001.00 to $500,000.00	$639.50 for the first $100,000.00 plus $3.50 for each additional $1,000.00 or fraction thereof
$500,001.00 to $1,000,000.00	$2039.50 for the first $500,000.00 plus $3.00 for each additional $1,000.00 or fraction thereof, to and including $1,000,000.00.
$1,000,001.00 and up	$3539.50 for the first $1,000,000.00 plus $2.00 for each additional $1,000.00 or fraction thereof.

Other Inspections and Fees:

1. Inspections outside of normal business hours (minimum charge–two hours) $86.00/hour*
2. Reinspection fees assessed under provisions of Section 305(h) $86.00/inspection
3. Inspections for which no fee is specifically indicated (minimum charge–one-half hour) $86.00/hour*
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge–one-half hour) $86.00/hour*

*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

ESCONDIDO MUNICIPAL CODE - SECTION 6-16

PLAN CHECK FEES: Permit Fee (determined above) x 65%

PERMIT FEE SCHEDULE/WORKSHEET

CITY OF ESCONDIDO (760) 839-4647

PROJECT DATA	Job Address:		New Elec. Service Size:
Tract No.:	Lot/Plan No.:	Plan Check No.:	New Water Meter Size:

PLUMBING

Fee Description	No.	Fee	Total
Issuance Fee (for each permit)			$30.00
Bathtub		3.50 ea	
Dental Unit/Cuspidor		3.50 ea	
Floor Drain		3.50 ea	
Gas System (First Outlet)		10.00 ea	
Gas Outlets (Each Addtl.)		1.00 ea	
Building Sewer		12.00 ea	
Grease Trap		3.00 ea	
Interceptors/Pump		3.00 ea	
Lavatory (First Fixture)		6.00 ea	
Lavatory (Each Addtl.)		3.50 ea	
Laundry Tubs		3.50 ea	
Backflow Prev. (First 5 devices)		4.00 ea	
Backflow Prev. (> than 5 devices)		1.00 ea	
Receptor & Floor Sink		3.50 ea	
Shower Drain		3.50 ea	
Sink - Kitchen		3.50 ea	
Sink - Other		3.50 ea	
Urinal		3.50 ea	
Washing Machine Drain		3.50 ea	
Water Closet (First Fixture)		6.00 ea	
Water Closet (Each Addtl.)		3.50 ea	
Water Heater (First Heater)		6.00 ea	
Water Heater (Each Addtl.)		3.50 ea	
Solar Water Heater		3.50 ea	
Water Pipe Repair/Replacement		6.00 ea	
Water Softener		3.50 ea	
Drain Vent Repair/Alterations		6.00 ea	
Hose Bib		3.50 ea	
Drinking Fountain		3.50 ea	
Other Plumbing & Gas Fees		10.00 ea	
Total			

OTHER FEES (Also applies to Building Permit Inspections)

Fee Description	Fee
Inspections outside of normal business hours (min. two hrs.)	$86.00/hr
Reinspections	$86.00/insp
Inspections for which no fee is specifically indicated (min. 1/2 hr.)	$86.00/hr

ELECTRICAL - NEW APARTMENTS - 3 OR MORE UNITS (MULTI-FAMILY): Enter the ampere rating of the service main breaker or fuse (includes all wiring)

Fee Description	Amp	Fee	Total
Issuance Fee (for each permit)			$30.00
Single Phase Service/per Amp		.60 ea	
Three Phase Service/per Amp		.90 ea	
Total			

Contact Person's Name: _____

ELECTRICAL - SINGLE-FAMILY DWELLING, COMMERCIAL and INDUSTRIAL, ALL REMODELS & ADDITIONS: Enter the number of circuits to be installed in each size of fuse or breaker, counting each feeder and service as a circuit.

Fee Description	No.	Fee	Total
Issuance Fee (for each permit)			$30.00
15 or 20 Amp - First 5 Circuits		5.00 ea	
15 or 20 Amp - Second 5 Circuits		4.00 ea	
15 or 20 Amp - Next 90 Circuits		3.00 ea	
15 or 20 Amp - Over 100 Circuits		1.50 ea	
25 to 45 Amp Circuits		7.00 ea	
50 to 175 Amp Circuits		10.00 ea	
200 Amp and Larger Circuits		16.00 ea	
Temporary Service		35.00 ea	
Temporary Pole		35.00 ea	
Other Electrical Fees		10.00 ea	
Total			

MECHANICAL

Fee Description	No.	Fee	Total
Issuance Fee (for each permit)			$30.00
Furnaces up to 100,000 BTU		12.00 ea	
Furnaces > 100,000 BTU		15.00 ea	
Floor Furnace & Vent		12.00 ea	
Heater (Wall or Floor)		12.00 ea	
Appliance Vent (Only)		6.50 ea	
Refr Comp up to 15hp		25.00 ea	
Refr Comp to 15hp (Each Addtl.)		10.00 ea	
Refr Comp More Than 15hp		45.00 ea	
Boiler up to 100k BTU		12.00 ea	
Boiler > 100k - 500k BTU		23.00 ea	
Boiler >500k - 1,000k BTU		32.00 ea	
Boiler >1,000k - 1,750 BTU		47.00 ea	
Boiler More Than 1,750 BTU		78.00 ea	
Fan Coil Unit		9.00 ea	
Heat Pump (Package Unit)		9.00 ea	
Air Handler w/ducts to 10k CFM		9.00 ea	
Air Handler More Than 10k CFM		15.00 ea	
Duct Work Only		15.00 ea	
Evaporative Cooler		9.00 ea	
Make-up Air System		9.00 ea	
Vent Fan (Single Duct)		6.00 ea	
Vent System		9.00 ea	
Exhaust Hood & Duct		20.00 ea	
Non-residential Incinerator		60.00 ea	
Refr Condenser Remote		9.00 ea	
Walk-in Box/Refrig Coil		9.00 ea	
Other Mechanical Fees		10.00 ea	
Total			

Phone: _____

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SCHOOL FEES

November 2006

Government Code 65995 and Education Code 17620 permit School Districts to collect developer fees for residential buildings and commercial or industrial buildings. School fee payment forms are available at the City of Escondido Building Division. These forms must be signed by Building Division staff prior to payment of fees at the School District office. Validated receipts must be returned to the Building Division prior to issuance of Building Permit.

ESCONDIDO UNION SCHOOL DISTRICT
AND
ESCONDIDO UNION HIGH SCHOOL DISTRICT

For further information as to the amount of fees and school of residence for your project, please contact The Carilyn Gilbert Education Center, Facilities Department, 2310 Aldergrove Ave, Escondido, CA 92029, (760) 432-2382.

- Form of payment of these fees will be by cashier's check, official bank check or cash. These are the only forms of payment accepted. (Personal or business checks are not acceptable and cash must be in the exact amount. Change is not available at the education center office). Suggest applicant contact the Education Center for the most current information.
- Please contact the Education Center for Hours of collection.

ART IN PUBLIC PLACES FEE (PUBLIC ART)

Please refer to Page A1 for Important Fee Information

All development projects, both residential and nonresidential, are subject to the payment of the Art Fee at Building Permit issuance.

In lieu of paying the fee, applicants are encouraged to place public art on their property following the Public Art Commission guidelines. Applicants interested in this approach should contact the Public Art Consultant, Susan Pollack, Community Services Department, at (760) 839-4331 in the early design stages of their projects.

The Art Fee is currently $0.30/sq. ft. of building area, with the following exceptions:

1. Tenant improvements with no added building area.

2. The first 2,000 sq. ft. of any structure. This exception shall not apply on an individual basis to structures which are part of a larger integrated complex (commercial, industrial and multi-family residential), but shall apply only to the first 2,000 sq. ft. of the complex.

3. For a new SFD, the 2,000 sq. ft. exemption shall apply to each detached structure.

4. Residential additions, patio covers, gazebos, etc. (except for work which results in an additional dwelling unit)

For additions to existing buildings, the following shall apply:

- If the existing building is 2,000 sq. ft. or greater, all of the new addition is subject to the fee.

- If the existing building is less than 2,000 sq. ft., add the area of the existing to the area of the new addition. That portion of the total over 2,000 sq. ft. is subject to the fee.

If this were part of an existing complex of buildings (commercial, industrial and multi-family residential) and one of the buildings was 2,000 sq. ft. or larger, exception #2 above would be utilized and the addition would be subject to fees for the full square footage.

For existing multi-building (commercial, industrial and multi-family residential) complexes in which a new building is being added, exception #2 would again be utilized with the 2,000 sq. ft. being applied to one of the existing buildings.

TRAFFIC FEE LOCAL/TRAFFIC FEE RTCIP SCHEDULE

	RTCIP TRAFFIC FEE REGIONAL	TRAFFIC FEE LOCAL
RESIDENTIAL (Fee Per Unit)		
Single Family	$2,357.00	$ 870.00
Duplex	$2,357.00	$ 870.00
Triplex	$2,357.00	$ 522.00
Apartment	$2,357.00	$ 522.00
Senior Apartment	$2,357.00	$ 435.00
Cond ouse	$2,357.00	$ 696.00
Mobilehome/Family	$2,357.00	$ 435.00
Mobilehome/Adult	$2,357.00	$ 261.00
Retirement Community	$2,357.00	$ 348 00
LODGING (Fee per room)		
Hotel (w/convention facilities/restaurant)		$ 430.00
Motel		$ 387.00
Resort Hotel		$ 344.00
AIL (Fee per s.f. of Bldg. Area)		
Super Regional Center (>80 acres, >800,000 s.f.) 3+ Majors		$ 1.51
Regional Center (40-80 acres, 400-800,000 s.f.) 2+ Majors		$ 2.15
Community Center (15-40 acres, 125-400,000 s.f.) 1+ Major		$ 3.44
Neighborhood Center (<15 acres, less than 125,000 s.f.) w/grocery , drug store, etc.		$ 5.16
Commercial Shops		
Specialty Retail/Strip		
Commercial		$ 1.72
Supermarket		$ 6.45
Convenience Market		
(15-16 hours)		$ 21.50
(24 hours)		$ 30.10
W/gas pumps		$ 36.55
Discount Club/Store		$ 2.58
Furniture Store		$ 0.26
Lumber Store		$ 1.29
Hardware/Paint Store		$ 2.58
Garden Nursery		$ 1.72
OFFICES (Fee per s.f. of Bldg. Area)		
Less than 100,000 s.f.		$ 0.86
More than 100,000 s.f		$ 0.73
Single Tenant Office		$ 0.60
Corporate Headquarters		$ 0.30
Government		$ 1.29
Medical/Dental		$ 2.15
FINANCIAL (Fee per s.f. of Bldg. Area)		
Bank (Walk-In Only)		$ 6.45
W/Drive Thru		$ 8.60
Drive Thru Only (Per Lane)		$10,750.00
Savings & Loan		$ 2.58
Drive Thru Only (Per Lane)		$4,300.00

	TRAFFIC FEE LOCAL
INDUSTRIAL (Fee Per s.f. of Bldg.Area)	
Industrial/Business Park (commercial included)	$ 0 69
Industrial Park (no commercial)	$ 0 34
Industrial Plant (multiple shifts)	$ 0.43
Manufacturing/Assembling	$ 0.17
Warehousing	$ 0.22
Storage	$ 0.09
Science Research &Development	$ 0.34
AUTOMOTIVE	
Car Wash	
Automatic (Per Site)	$38,700 00
Self-Serve (Per Stall)	$ 4,300 00
Gasoline (per vehicle fueling space)	
W/Food Mart	$ 6,880.00
W/Food Mart & Car Wash	$ 6,665.00
Older Service Station Design	$ 6,450.00
Sales (Dealer & Repair) (Per s.f.)	$ 2.15
Auto Repair Center (Per s.f.)	$ 0.86
RECREATIONAL	
RV Park (Per Space)	$ 258.00
Bowling Center (Per Lane)	$ 1,290.00
Campground (Per Campsite)	$ 172.00
Golf Course (Per Acre)	$ 301 00
Racquetball/Health Club (Per s.f. of Bldg. Area)	$ 1.29
Tennis Courts (Per Court)	$ 1,290.00
Theater (Per Seat)	$ 76.00
RESTAURANTS (Fee per s.f. of Bldg. Area)	
Quality	$ 4.30
Sit Down, High Turnover	$ 6 88
Fast Food with Drive-Thru	$ 27 95
Fast Food without Drive-Thru	$ 30 10
Delicatessen	$ 6 45
CHURCH	
Per s.f. of Building Area	$ 0.39
EDUCATION (Fee per student))	
High School	$ 55.90
Middle/Junior High	$ 60.20
Elementary	$ 68.80
Day Care	$ 215.00
HOSPITAL	
Per Bed	$ 860.00
CARE FACILITIES	
Convalescent (Per Bed)	$ 860 00
Intermediate (Per Bed)	$ 860 00
Congregate Care (Per Bed)	$ 107.50

All trip rates from SANDAG's Guide of Vehicular Traffic Generation Rates for the SD Region

TRAFFIC FEE: $87/ADT – residential, $43/ADT – non-residential.

CONNECTION AND REGIONAL FEE SCHEDULE

RESIDENTIAL	WATER CONNECTION	WASTEWATER CONNECTION
Detached SFD	See schedule below (based on water meter size)[4]	$7,500
Attached Dwelling Units (Includes single family dwellings, town houses, condos, apartments, triplexes & duplexes)		
Units with 3 or more bedrooms (per unit)	3,510[4]	7,500
Units with less than 3 bedrooms (per unit)	3,510[4]	5,625
Mobilehome (in mobilehome park)	3,510[4]	5,625
Senior Apartment (per unit)	2,340[4]	3,750
Hotel (per room)	See schedule below (based on water meter size)	2,250
Motel (per room)		2,925
Convalescent Home (per bed)		938
Assisted Care Facility (per bed)		1,875
R. V. Park (per space)		1,875

	FEE PER SQ. FT.	
COMMERCIAL/INDUSTRIAL	WATER CONNECTION	*WASTEWATER CONNECTION
Retail	See schedule below (based on water meter size)[4]	$1.28
Retail (one tenant over 10,000 sq. ft.)		.42
Office		1.28
Medical/Dental		3.00
Industrial		.63
Industrial (one tenant over 10,000 sq. ft.)		.42

*The minimum fee for new building construction is 1 EDU - $7,500

WATER METER	WATER CONNECTION FEE	**SDCWA CAPACITY CHARGE	METER DROP IN FEES/SEE UTILITIES
3/4" meter	$ 4,690	$ 5,099	
1" meter	$ 7,930	$ 8,158	
1-1/2" meter	$ 15,640	$ 15,297	
2" meter	$ 25,340	$ 26,515	
3" meter	$ 46,780	$ 48,950	
4" meter	$ 78,940	$ 83,624	
6" meter	$157,890	$152,970	
8" meter	$252,620	$265,148	

NOTES:

1. For sewer lateral charges contact the Engineering Department at 839-4651.
2. For water meter charges contact the Finance Department, Utility Billing, at 839-4682.
3. One Wastewater (sewer) Connection Right = 1 EDU (Equivalent Dwelling Unit, 250 GPD) = $7,500
   One Water Connection Right = 1 EDU (Equivalent Dwelling Unit, 750 GPD) = $4,690
4. Based upon a common meter installation. If a separate meter is proposed for each dwelling unit, tenant, or business, connection fee is determined by the meter size.
5. SFD with domestic fire sprinklers usually require a minimum 1" meter with an approved RP device.

CONNECTION AND REGIONAL FEE SCHEDULE

** Currently collected with water meter charges.

CONNECTION AND REGIONAL FEE SCHEDULE

HIGH USE/SPECIAL USE (Fee Per Seat unless otherwise noted)

	WATER CONNECTION	*WASTEWATER CONNECTION
Full Service Restaurant	See schedule on page 19 (based on water meter size)	$436.00
Family Restaurant		391.00
Cafe		329.00
Specialty Restaurant (china service)		256.00
Pizza (paper service)		211.00
Deli		211.00
Fast Food (paper service)		540.00
Donut/Ice Cream/Specialty Shops		256.00
Bars/Pubs/Lounges		436.00
Theaters		45.00
Assembly: General		45.00
Church/Sanctuary		15.00
Day Care/School (no cafeteria or gym)		346.00/student
Day Care, School with Gym/Showers		495.00/student
Supermarket		0.87/sq. ft.
Convenience Market		1.70/sq. ft.
Convenience Market (with Deli)		2.11/sq. ft.
Laundry for Apts./Condos		-0-
INTENSIVE USE EXAMPLES:		
Laundry		5,371.00/machine[3]
Car Wash:		
Self-Serve		17,129.00/bay
Automatic		157,618.00/site

* The minimum fee for new building construction is 1 EDU - $7,500

NOTE:

1. High or Intensive use facilities not listed, such as breweries, will be determined on an individual basis.

2. Car wash fees may be adjusted if a recycle system is installed.

3. Calculation of fees for Laundromats based on EDU's in addition to per-machine rate.

EXAMPLE #1 – "DETACHED" SINGLE-FAMILY DWELLING with air conditioning

PROJECT DATA:	PROJECT VALUATION	
2,600 sq. ft., 3 bedroom house (w/Fire Sprinklers, City Ord.)	2,600 sq. ft. x $82.80/sq. ft. =	$215,280
600 sq. ft. garage	600 sq. ft. x $22.80/sq. ft. =	13,680
(Applies to individual detached SFD's on a single lot or parcel and one-lot condos w/detached SFD's)	Valuation =	$228,960

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee	$850.98
State Disabled Access Regulation Plan Check Surcharge Fee	N/A
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
Planning Division - Building Plan Review Fee	195.00
Fire Department - Building Plan Review Fee	150.00

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee	1,309.20
State Disabled Access Regulation Inspection Surcharge Fee	N/A
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee (estimate)	110.00
Electrical Permit Fee (estimate)	111.00
Mechanical Permit Fee (estimate)	83.00
Water Connection Fee (based on a minimum 1" meter for fire sprinklers)	7,930.00
Wastewater Connection Fee	7,500.00
Traffic-Fee Regional (RTCIP)	2,357.00
Traffic-Fee Local	870.00
Public Facility Fee	4,624.00
Park Fee	4,212.00
Drainage Facilities Fee	1,092.00
Region of Influence Infrastructure Deposit Fee (if in Region of Influence)	1,500.00
SMIP Fee	22.90
GREEN BUILDING FEE (California State Fee)	10.00
Art in Public Places Fee	420.00
Citywide Facilities Plan Reimbursement Fee	58.00
Microfilming Fee (estimate)	25.00
CATV Fee	N/A
School Fees (School District)	--------
SDCWA Capacity Charge (based on 1" water meter. Paid at time of meter purchase)	**8,158**
TOTAL FEES	$41,1.08

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

EXAMPLE #2 - DUPLEX

PROJECT DATA:	PROJECT VALUATION		
Duplex - 2 units @ 1,100 sq. ft. each, 2 bedroom, 2 bath	2,200 sq. ft. x $78/sq. ft.	=	$171,600
800 sq. ft. garage	800 sq. ft. x $21/sq. ft.	=	16,800
	Valuation	=	$188,400

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee	$741.48
State Disabled Access Regulation Plan Check Surcharge Fee	N/A
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
Planning Division - Building Plan Review Fee	195.00
Fire Department - Building Plan Review Fee	150.00

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee	1,141.20
State Disabled Access Regulation Inspection Surcharge Fee	N/A
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee (estimate)	222.00
Electrical Permit Fee (estimate)	155.00
Mechanical Permit Fee (estimate)	104.00
Water Connection Fee ($3,510 x 2)	7,020.00
Wastewater Connection Fee ($5,625 x 2)	11,250.00
Traffic Fee-Regional (RTCIP) ($2,357 x 2)	4,714.00
Traffic Fee-Local ($870 x 2)	1,740.00
Public Facility Fee ($4,624 x 2)	9,248.00
Park Fee ($4,212 x 2)	8,424.00
Drainage Facilities Fee ($437 x 2)	874.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	18.84
GREEN BUILDING FEE	8.00
Art in Public Places Fee	360.00
Citywide Facilities Plan Reimbursement Fee ($58 x 2)	116.00
Microfilming Fee (estimate)	25.00
CATV Fee	10.00
School Fees (School District)	--------
SDCWA Capacity Charge (based on 1" water meter. Paid at time of meter purchase	**8,158**
TOTAL FEES	$54,270.52

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

EXAMPLE #3 - APARTMENT BUILDING

PROJECT DATA:	PROJECT VALUATION		
6 unit apartment building - 850 sq. ft. /unit, 2 bedroom, 1 bath, (w/AC & Fire Sprinklers)	850 sq. ft. x 6 x ($69+$3+$1.80) = $376,380		
1,200 sq. ft. attached carport	1,200 sq. ft. x $14	=	16,800
	Valuation	=	$393,180

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee	$1,409.88
State Disabled Access Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
Planning Division - Building Plan Review Fee	1,100.00
Fire Department - Building Plan Review Fee	275.00

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee	2,169.05
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee (estimate)	216.00
Electrical Permit Fee (estimate)	390.00
Mechanical Permit Fee (estimate)	213.00
Water Connection Fee ($3,510 x 6)	21,060.00
Wastewater Connection Fee ($5,625 x 6)	33,750.00
Traffic Fee-Regional (RTCIP) ($2,357 x 6)	14,142.00
Traffic Fee-Local ($522 x 6)	3,132.00
Public Facility Fee ($4,624 x 6)	27,744.00
Park Fee ($4,212 x 6)	25,272.00
Drainage Facilities Fee ($437 x 6)	2,622.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	39.32
GREEN BUILDING FEE	16.00
Art in Public Places Fee	1,350.00
Citywide Facilities Plan Reimbursement Fee ($58 x 6)	348.00
Microfilming Fee (estimate)	75.00
CATV Fee	10.00
School Fees (School District)	--------
SDCWA Capacity Charge (based on 1 1/2" water meter. Paid at time of meter purchase)	**15,297**
TOTAL FEES	$149,853.25

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

EXAMPLE #4 - CONDOMINIUM PROJECT

PROJECT DATA:	PROJECT VALUATION		
32 unit condominium project	1,200 sq. ft. x 4 x $69	=	$331,200
8 buildings/4 units each building @ 1,200 sq. ft./unit	400 sq. ft. x 4 x $21	=	33,600
3 bedrooms, & 2 baths/unit			
Attached garages @ 400 sq. ft./unit	Building Valuation	=	$364,800
This example does not apply to detached single family dwellings	Project Valuation (x 8)	=	$2,918,400
on a "one lot-condo map". Please refer to Example No.1 for fees.			

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee	$10,592.96
State Disabled Access Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
Planning Division - Building Plan Review Fee	1,100.00
Fire Department - Building Plan Review Fee ($275x8)	2,200.00

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee	16,296.80
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee (estimate - $202 x 8)	1,616.00
Electrical Permit Fee (estimate - $270 x 8)	2,160.00
Mechanical Permit Fee (estimate - $133 x 8)	1,064.00
Water Connection Fee ($3,510 x 32)	112,320.00
Wastewater Connection Fee ($7,500 x 32)	240,000.00
Traffic Fee-Regional (RTCIP) ($2,357 x 32)	75,424.00
Traffic Fee-Local ($696 x 32)	22,272.00
Public Facility Fee ($4,624x 32)	147,968.00
Park Fee ($4,212 x 32)	134,784.00
Drainage Facilities Fee ($437 x 32)	13,984.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	291.84
GREEN BUILDING FEE	117.00
Art in Public Places Fee	14,820.00
Citywide Facilities Plan Reimbursement Fee ($58 x 32)	1,856.00
Microfilming Fee (estimate)	150.00
CATV Fee	32.00
School Fees (School District)	--------
SDCWA Capacity Charge (based on 2" water meter. Paid at time of meter purchase	**26,515**
TOTAL FEES	$824,216.60

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

EXAMPLE #5 - INDUSTRIAL BUILDING

PROJECT DATA:	PROJECT VALUATION		
4,000 sq. ft. industrial building (manufacturing/assembly)	4,000 sq. ft. x $35	=	$140,000
	Valuation	=	$140,000

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee	$658.68
State Disabled Access Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
Planning Division - Building Plan Review Fee	1,100.00
Fire Department - Building Plan Review Fee	275.00

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee	$1,013.35
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee	*
Electrical Permit Fee	*
Mechanical Permit Fee	*
Water Connection Fee (based on 3/4" meter)	4,690.00
Wastewater Connection Fee (minimum 1 EDU)	7,500.00
Traffic Fee-Regional (RTCIP)	N/A
Traffic Fee-Local ($0.17 x 4,000 sq. ft.)	680.00
Public Facility Fee ($1.64 x 4,000 sq. ft.)	6,560.00
Park Fee	N/A
Drainage Facilities Fee ($0.71 x 4,000 sq. ft.)	2,840.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	29.40
GREEN BUILDING FEE	6.00
Art in Public Places Fee	660.00
Citywide Facilities Plan Reimbursement Fee	N/A
Microfilming Fee (estimate)	75.00
CATV Fee	N/A
School Fees (School District)	--------
SDCWA Capacity Charge (based on 1" water meter. Paid at time of meter purchase)	**8,158**
TOTAL FEES	$30,768.43

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

*Fee based on specific plumbing, electrical and mechanical work involved. (See pg. 15)

EXAMPLE #6 - OFFICE BUILDING

PROJECT DATA:	PROJECT VALUATION		
5,000 sq. ft. office building	5,000 sq. ft. x $57	=	$285,000
	Valuation	=	$285,000

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee	$1,087.52
State Disabled Access Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
Planning Division - Building Plan Review Fee	1,100.00
Fire Department - Building Plan Review Fee	275.00

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee	1,673.10
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee	*
Electrical Permit Fee	*
Mechanical Permit Fee	*
Water Connection Fee (based on 3/4" meter)	4,690.00
Wastewater Connection Fee (1 EDU minimum)	7,500.00
Traffic Fee-Regional (RTCIP)	N/A
Traffic Fee ($0.86 x 5,000 sq. ft.)	4,300.00
Public Facility Fee ($2.17 x 5,000 sq. ft.)	10,850.00
Park Fee	N/A
Drainage Facilities Fee ($0.71x 5,000 sq. ft.)	3,550.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	59.85
GREEN BUILDING FEE	12.00
Art in Public Places Fee (5,000 sq. ft. - 1,800 sq. ft. x $0.30)	960.00
Citywide Facilities Plan Reimbursement Fee	N/A
Microfilming Fee (estimate)	75.00
CATV Fee	N/A
School Fees (School District)	--------
SDCWA Capacity Charge (based on 1" water meter. Paid at time of meter purchase)	**8,158**
TOTAL FEES	$43,876.47

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

*Fee based on specific plumbing, electrical and mechanical work involved. (See pg. 15)

EXAMPLE #7 - MEDICAL/DENTAL OFFICE BUILDING

PROJECT DATA:	PROJECT VALUATION		
4,000 sq. ft. Medical/Dental Office Building	4,000 sq. ft. x $76.60	=	$306,400
	Valuation	=	$306,400

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL	
Plan Check Fee	$1,152.58
State Disabled Access Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
Planning Division - Building Plan Review Fee	1,100.00
Fire Department - Building Plan Review Fee	275.00
FEES DUE AT BUILDING PERMIT ISSUANCE	
Building Permit Fee	1,773.20
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee	*
Electrical Permit Fee	*
Mechanical Permit Fee	*
Water Connection Fee (based on 3/4" meter)	4,690.00
Wastewater Connection Fee ($3.00 x 4,000 sq. ft.)	12,000.00
Traffic Fee-Regional (RTCIP)	N/A
Traffic Fee-Local ($2.15 x 4,000 sq. ft.)	8,600.00
Public Facility Fee ($2.17 x 4,000 sq. ft.)	8,680.00
Park Fee	N/A
Drainage Facilities Fee ($0.71 x 4,000 sq. ft.)	2,840.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	64.34
GREEN BUILDING FEE	13.00
Art in Public Places Fee	660.00
Citywide Facilities Plan Reimbursement Fee	N/A
Microfilming Fee (estimate)	75.00
CATV Fee	N/A
School Fees (School District)	--------
SDCWA Capacity Charge (based on 1" water meter) . Paid at time of meter purchase	**8,158**
TOTAL FEES	$49,667.12

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

*Fee based on specific plumbing, electrical and mechanical work involved. (See pg. 15)

EXAMPLE #8 - INDUSTRIAL BUILDING ADDITION

PROJECT DATA:	PROJECT VALUATION		
1,000 sq. ft. addition to an existing 8,000 sq. ft. building Development Fees apply to the added building area only. (See page 5) (This example does not require a larger water meter).	1,000 sq. ft. x $35 Valuation	= =	$35,000 $35,000

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee	$267.87
State Disabled Access Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
Planning Division - Building Plan Review Fee	380.00
Fire Department - Building Plan Review Fee	100.00

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee	412.10
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee (no additional plumbing)	~~0~~
Electrical Permit Fee (estimate - 4 circuits)	50.00
Mechanical Permit Fee (no additional mechanical)	~~0~~
Water Connection Fee (no increase in meter size)	~~0~~
Wastewater Connection Fee ($0.63/sf x 1000 sf)	630.00
Traffic Fee-Regional (RCTCIP)	N/A
Traffic Fee- Local ($0.34/sf x 1000 sf)	340.00
Public Facility Fee ($1.64/sf x 1000 sf)	1640.00
Park Fee	N/A
Drainage Facilities Fee ($0.71/sf x 1000 sf)	710.00
Region of Influence Infrastructure Deposit Fee	N/A
SMIP Fee	7.35
GREEN BUILDING FEE	2.00
Art in Public Places Fee ($0.30/sf x 1000 sf)	300.00
Citywide Facilities Plan Reimbursement Fee	N/A
Microfilming Fee (estimate)	25.00
CATV Fee	N/A
School Fees (School District)	--------
SDCWA Capacity Charge	~~0~~
TOTAL FEES	$4,864.32

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

EXAMPLE #9 - TENANT IMPROVEMENT

PROJECT DATA:	PROJECT VALUATION
60 seat pizza restaurant in existing 1,800 sq. ft. retail tenant space; FEE INCENTIVE - see page 5 estimate)	Valuation = $30,000 (contractor

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL	
Plan Check Fee	$240.40
State Disabled Access Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
State Energy Regulation Plan Check Surcharge Fee (included in Plan Check Fee)	--------
Planning Division - Building Plan Review Fee	380.00
Fire Department - Building Plan Review Fee	100.00
FEES DUE AT BUILDING PERMIT ISSUANCE	
Building Permit Fee	369.85
State Disabled Access Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
State Energy Regulation Inspection Surcharge Fee (included in Permit Fee)	--------
Plumbing Permit Fee	*
Electrical Permit Fee	*
Mechanical Permit Fee	*
Water Connection Fee (no increase in water meter or sewer line sizes)	~~0~~
Wastewater Connection Fee (no increase in water meter or sewer line sizes)	~~0~~
Traffic Fee-Regional (RTCIP) (no added parking)	N/A
Traffic Fee- Local (no added parking)	~~0~~
Public Facility Fee	N/A
Park Fee	N/A
Drainage Facilities Fee	~~0~~
Region of Influence Infrastructure Deposit Fee (if in Region of Influence)	N/A
SMIP Fee	6.30
GREEN BUILDING FEE	2.00
Art in Public Places Fee	N/A
Citywide Facilities Plan Reimbursement Fee	N/A
Microfilming Fee (estimate)	5.00
CATV Fee	N/A
School Fees (School District)	--------
SDCWA Capacity Charge (no increase in water meter size)	~~0~~
TOTAL FEES	$1,103.55**

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city. **FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.**

*Fee based on specific plumbing, electrical and mechanical work involved. (See pg. 15)
**Plus plumbing, electrical and mechanical permit fees, if applicable.

FEE WORKSHEET

PROJECT DATA: PROJECT VALUATION

Note: If you are unsure of the applicable fees please contact Building Division counter staff for assistance.

FEES DUE AT BUILDING PLAN CHECK SUBMITTAL

Plan Check Fee .....
State Disabled Access Regulation Plan Check Surcharge Fee .....
State Energy Regulation Plan Check Surcharge Fee .....
Planning Division - Building Plan Review Fee .....
Fire Department - Building Plan Review Fee .....

FEES DUE AT BUILDING PERMIT ISSUANCE

Building Permit Fee .....
State Disabled Access Regulation Inspection Surcharge Fee .....
State Energy Regulation Inspection Surcharge Fee .....
Plumbing Permit Fee .....
Electrical Permit Fee .....
Mechanical Permit Fee .....

Water Connection Fee .....
Wastewater Connection Fee .....

Traffic Fee-Regional (RTCIP) .....
Traffic Fee-Local .....
Public Facility Fee .....
Park Fee .....
Drainage Facilities Fee .....
Region of Influence Infrastructure Deposit Fee .....

SMIP Fee .....

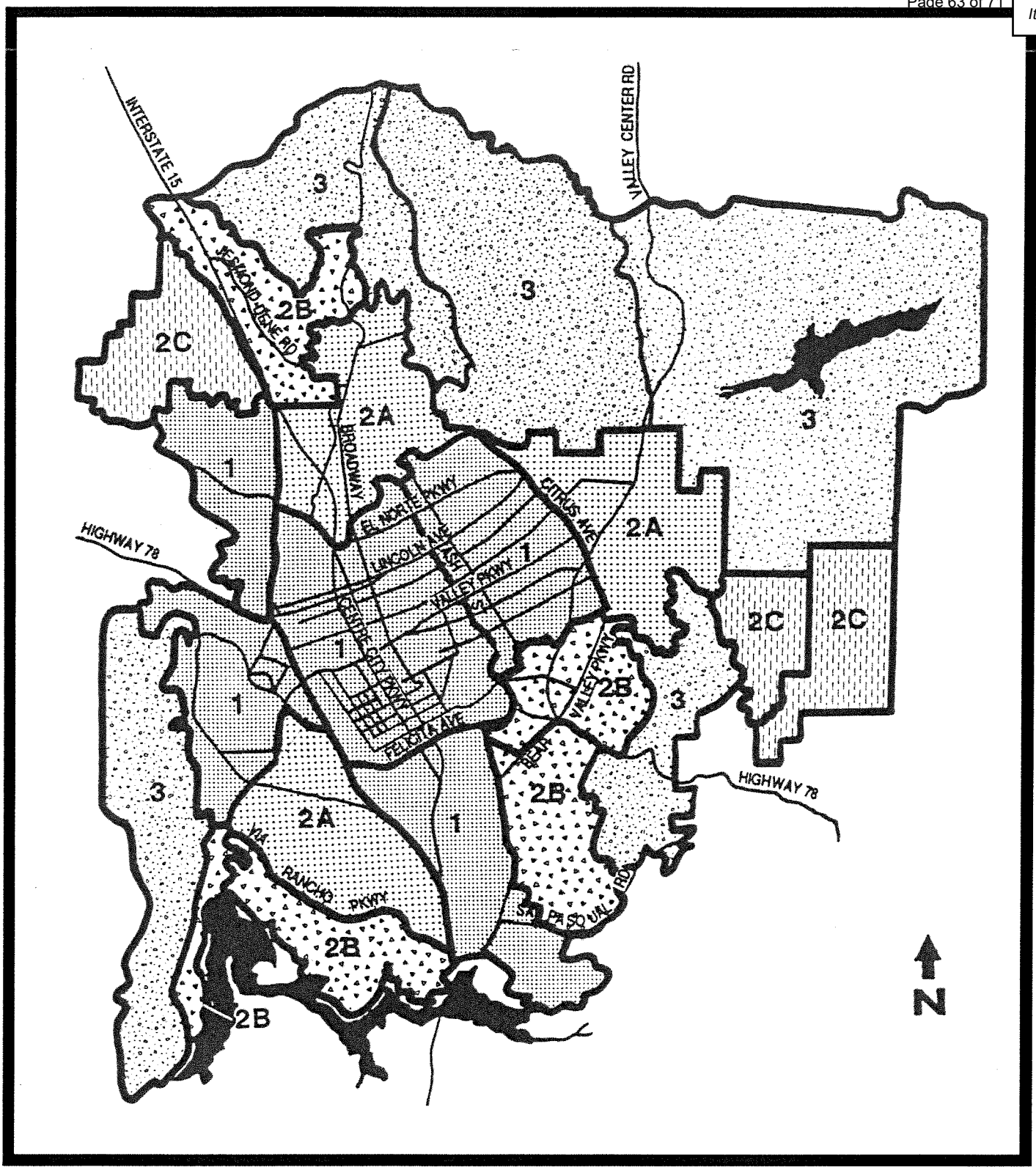
GREEN BUILDING FEE .....

Art in Public Places Fee .....
Citywide Facilities Plan Reimbursement Fee .....
Microfilming Fee .....
CATV Fee .....

School Fees (payable to School District) .....

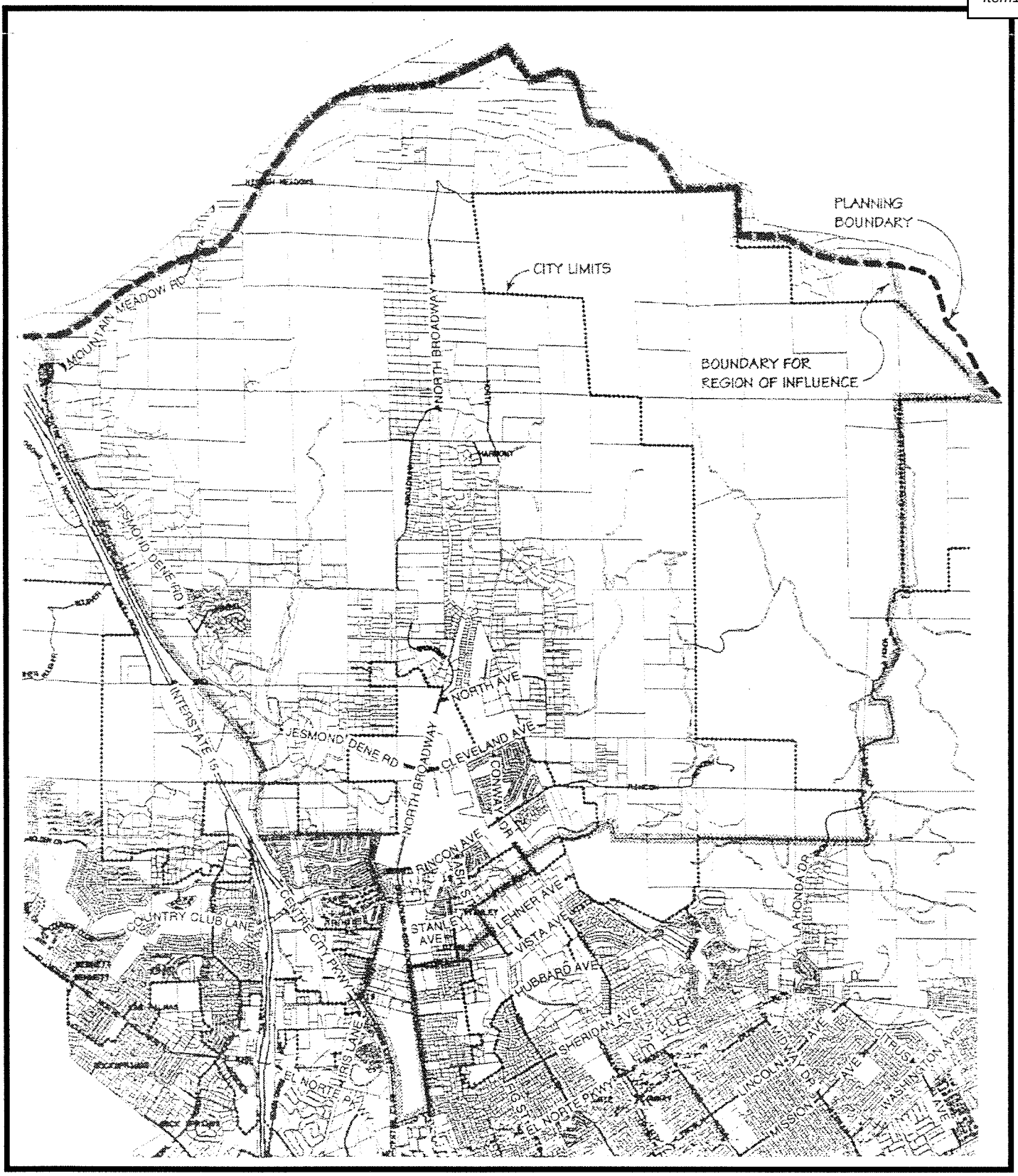
SDCWA Capacity Charge .....

TOTAL FEES $_____



GROWTH MANAGEMENT TIERS

Figure VI-1



REGION OF INFLUENCE

Permit Processing Fee Waivers for Targeted Commercial Areas

The South Escondido Boulevard and East Valley Parkway Commercial Corridors and the Downtown Revitalization Area*

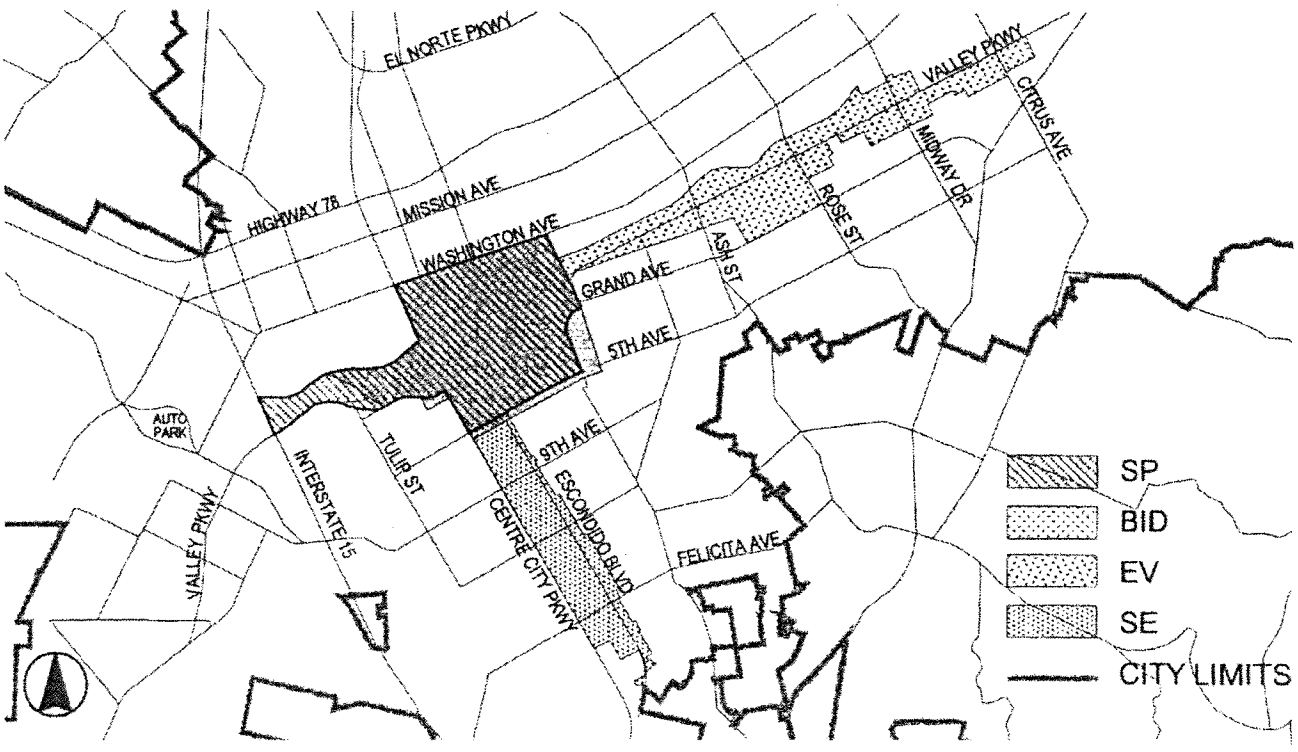
The following processing and permit fees will be waived to encourage improvement and enhancements of existing and expanding businesses located in the above areas:

- Minor Plot Plan Review – $250
- Plan Project Review – Up to $200
- Landscape Plan Check – Up to $250
- Sign Permit – $25
- Façade Improvements (façade renovation, exterior lighting, awning, etc.) – Up to $200
- Design Review Fee – $100
- Engineering/Public Works Department Encroachment Permit – $100
- Building Division Sign Permit Fee – Up to $50
- Building Division Awning Permit Fee – Up to $100

Criteria for granting the waivers:

- The cumulative fee waiver for any single business shall not exceed $500
- Fee waivers shall involve exterior (street visible) improvements only
- Waivers for new construction shall be limited to additions and expansions to existing businesses

*Please contact the Planning Division if you have any questions 760-839-4671.



San Diego County Water Authority

CAPACITY CHARGE

WHO

The San Diego County Water Authority (the "Authority") was organized on June 9, 1944 for the primary purpose of importing water from the Colorado River to San Diego to augment local water supplies. The Water Authority's service area encompasses 920,472 acres (1,438 square miles). It consists of six cities, 16 special districts, one federal agency (Camp Pendleton Military Reservation), and a member of the County of San Diego Board of Supervisors also serves as a representative to the Water Authority Board of Directors. It is governed by a 34-member Water Authority Board of Directors representing the member agencies. The primary function of the Water Authority is to develop, store and transport water for use by its member agencies for delivery to each residence and business. The Water Authority supplies up to 90% of the water used within the County.

WHAT

On May 26, 2005, the Board of Directors of the Water Authority adopted Ordinance No. 2005-03. This ordinance fixes Capacity Charges on all meters purchased on or after **August 1, 2005**, within the boundaries of the Water Authority.

The System Capacity Charge for a meter size of one (1) inch or greater shall be the basic charge of $3,985 multiplied by a **Factor** that is based upon additional meter capacity:

The **System Capacity Charge** is the cost for the conveyance and storage facilities necessary to operate the delivery system.

The **Water Treatment Capacity Charge** is the cost for the connection to the 50-mgd (million gallons per day) regional water treatment facility. The Water Treatment Capacity Charge is an additional charge of $153 for each new meter of a size less than one inch and a corresponding increase for larger meters. The **Water Treatment Capacity Charge excludes customers from the City of Escondido,** the member agency whose jurisdiction cannot be serviced by the 50-mgd regional water treatment facility.

The member agency shall determine the size of the water meter to serve any property within its jurisdiction.

In the event an agency calculates the water demand by the Equivalent Dwelling Unit ("EDU") method, the Water Authority's System Capacity Charge and Water Treatment Capacity Charge will be collected based on the size of meter actually installed to meet flow demand.

WHY

The assessment of the System Capacity Charge and Water Treatment Capacity Charge on new development is a part of the overall Long Range Financing Plan to fund the Capital Improvement Program. The other major revenue sources are water rates, infrastructure access charges, property taxes and the water standby availability charges.

The System Capacity Charge and Water Treatment Capacity Charge represent a reasonable basis for recovery of costs associated with providing service to new connections in the Water Authority's service area through each member agency. Each member agency's rules and regulations governing the establishment of new or expanded services within its service area will be applicable to the collection of the System Capacity Charge and Water Treatment Capacity Charge for the Water Authority.

WHERE

The Water Authority's System Capacity Charge and Water Treatment Capacity Charge are to be collected from new or expanded water service on all lands within the boundaries of the Water Authority to which water is made available by the Water Authority.

The implementation of the System Capacity Charge and Water Treatment Capacity Charge is discussed in detail in Ordinance No. 2005-03, adopted on May 26, 2005. A copy of this document may be obtained from your water agency or from the San Diego County Water Authority, 4677 Overland Avenue, San Diego, CA 92123.

WHEN

Ordinance 90-2 was adopted by the Water Authority's Board of Directors with an effective date of October 1, 1990, with the provision to periodically review the rate based upon changes in the Water Authority's Capital Improvement Program. All meters for new or expanded service on or after that date are subject to Capacity Charges. The charges are collected by member agencies at the time they process and collect charges imposed by their rules and regulations for new or expanded water service. Rate adjustment, which established the current rates, was approved by the Water Authority's Board of Directors on November 30, 2006, with an effective date of January 1, 2007. Rates will increase on January 1, 2007.

FOR FURTHER INFORMATION

If you have questions that have not been answered by this fact sheet, please contact:

Finance Department
San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123

(858) 522-6673

Please visit the website at www.sdcwa.org for current information

City of Escondido
Nonprofit Organization Fee Reduction Policy

The City of Escondido recognizes the importance of community based service organizations and the contributions that they make to the quality of life for its citizens. In support of the services provided by these organizations, reductions in fees associated with building permits will be granted as follows:

Qualifications:

- Must be a charitable, public benefit or religious organization. Mutual benefit organizations benefit their members and would not qualify.
- Promotes the common good and general welfare of the people of Escondido as a whole. Services provided contribute to the quality of life of the citizens of Escondido.
- Has an established history of City of Escondido community based service activities and/or will provide City of Escondido based services.
- Characteristics of community based organizations
  - Worship, spiritual growth & development
  - Day care (nonprofit)
  - Senior care (nonprofit)
  - Private schools (elementary & secondary)
  - Social service providers such as Boy Scouts, Girl Scouts, YMCA, Boys & Girls Club, Community Clinics, Family social services

Application:

- Submit a summary of all qualifications as noted above, to the Building Official, with a copy of IRS status as a 501 (c) 3 Non-profit organization.

Fee Reductions:

- For qualified organizations, a 50% reduction, with a maximum total allowable reduction not to exceed $10,000, as applicable, will be given for connection fees (wastewater and water), development fees (public facility, Local traffic, park, drainage facility) and the art fee.

- Reductions of staff hard costs or pass-through fees will not be given. Examples include, but are not limited to, all processing fees, permit fees, state seismic fee, microfilming fee, San Diego County Water Authority Capacity Charge, etc.

- Where a property is eligible for multiple fee credits, the credit generating the greater amount shall be used.

For an estimate of project fees, please contact Building Division staff. Please provide a description of the proposed project, location, building areas & uses, etc.

Authority: City Council Resolution 2008-21(R) October 22, 2008

September, 2001

City of Escondido
Community Energy Partnership Program

Incentives for Increased Energy Efficiencies

On September 19, 2001 the Escondido City Council approved Resolution No. 2001-209 which provides incentives for projects with increased energy efficiencies that are above current State Title 24. The incentives are:

- Expedited processing
- Reduced Plan Check and/or Permit fees

Community Energy Partnership Program (CEPP) projects requesting incentives from the City of Escondido shall submit information detailing how they meet the required criteria.
Building Division staff must be notified either prior to or at submittal for building permits if a project is requesting these incentives.
Once it is determined that the criteria are met, consideration may be given at the discretion of the Planning and Building Department/Building Division. No City Council action is required for individual projects.

For Commercial and Residential Projects:
Project owners or sponsors shall submit to the City building energy performance (Title 24) calculations completed and certified by a Certified Energy Analyst* using an acceptable computer model such as Energy Pro, MICROPAS, EQuest, DOE-2, Power DOE, HAP 3.22 etc. and present the summary data to the City with plans.

For Commercial Projects:
Projects shall exceed current California Title 24 Energy Standards by a minimum of 10%. Incentives are expedited processing and elimination of the Plan Check Fee Energy Surcharge.

For Residential Projects:
Multi-Family Projects shall exceed current California Title 24 (Residential) by a minimum of 10%. Incentives are expedited processing and elimination of the Plan Check Fee Energy Surcharge.

Single Family Homes must be ENERGY STAR® compliant. Incentives are expedited processing and elimination of Plan Check and Building Permit Fee Energy Surcharges. Project developers must provide evidence that the homes built have been issued a Home Energy Ratings (HERS)** Report and Certificate meeting these requirements, prior to final inspection approval.

*The Certified Energy Analyst Program is managed by the California Association of Building Energy Consultants (CABEC), a private, nonprofit organization that was founded in 1986 to foster the professional development of energy analysts who prepare compliance documentation for the California Code of Regulations, Title 24, Part 6. The Certified Energy Analyst (CEA) Program is officially recognized by the California Energy Commission (CEA) as the professional standard for energy compliance.

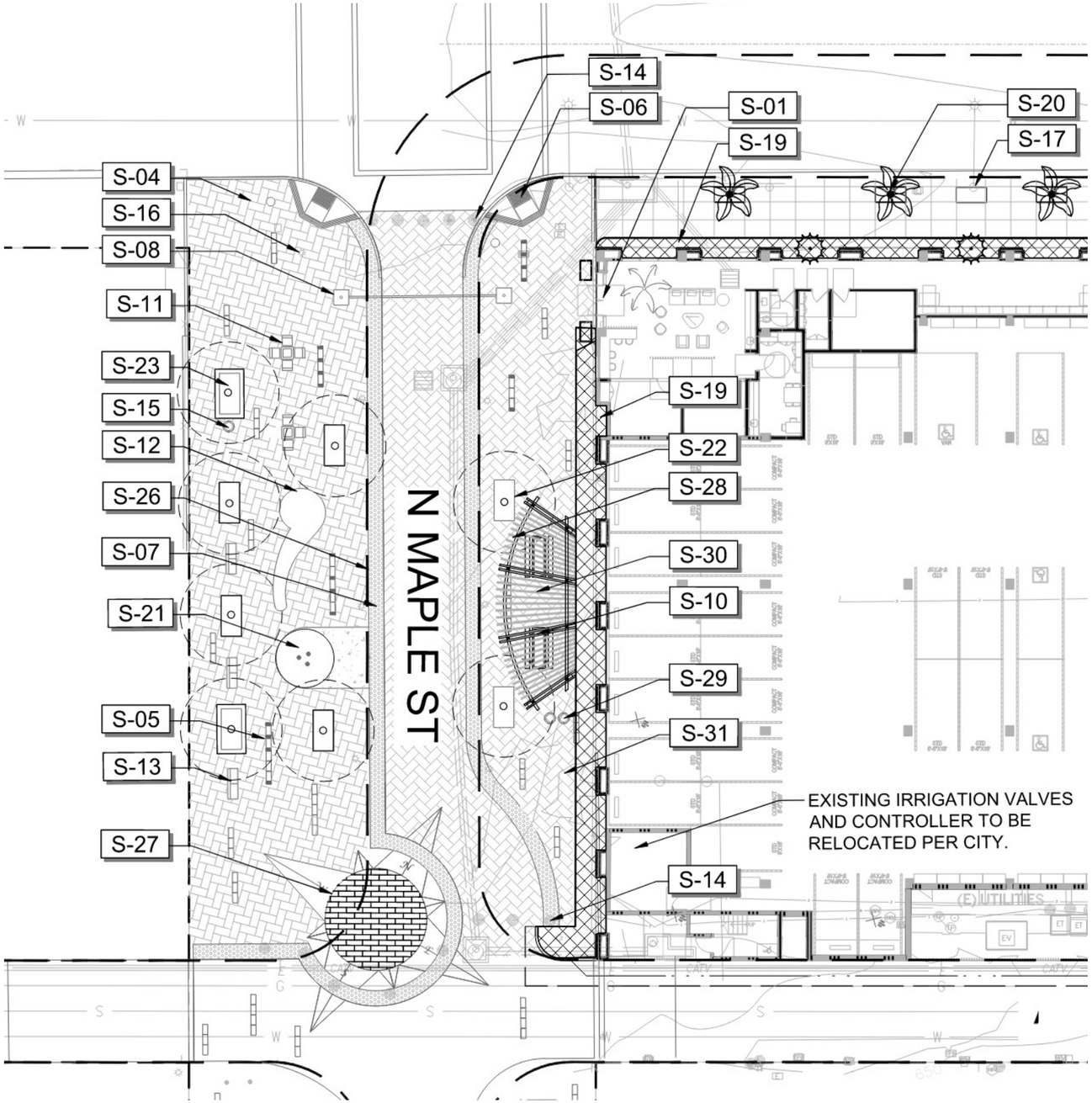
**The Home Energy Rating System (HERS) Program was established by the California Energy Commission (CEC) as required by Public Resources Code Section 25942 to establish regulations to certify home energy rating services in California. These services include field verification and diagnostic testing available through Commission-certified providers and their raters. The goal of the program is to provide reliable information to differentiate the energy efficiency levels among California homes and to guide investment in cost-effective home energy efficiency measures. More information on the Home Energy Rating System (HERS) can be found at http://www.energy.ca.gov/HERS/index.html. More information on home energy rating and certification services can be found at http://www.cheers.org.

EXHIBIT D

Maple Plaza Design

[See attached]

Map Source: Schmidt Design Group



CODE	DESCRIPTION
S-01	ENTRY CONOPY - 6 FT. PROJECTION INTO R.O.W.
S-02	NOT USED
S-03	NOT USED
S-04	EXISTING ENHANCED PAVERS TO REMAIN, TYP.
S-05	EXISTING DECORATIVE CONCRETE INLAY TO REMAIN, TYP.
S-06	EXISTING ACCESSIBLE RAMP TO REMAIN, TYP.
S-07	EXISTING TRUNCATED DOMES TO REMAIN, TYP.
S-08	EXISTING GATEWAY TO REMAIN.
S-09	BIKE RACKS
S-10	PICNIC TABLE WITH BENCHES, TYP.
S-11	EXISTING FURNITURE TO REMAIN, TYP.
S-12	EXISTING SCULPTURAL BENCH TO REMAIN
S-13	EXISTING BENCHES TO REMAIN, TYP.
S-14	EXISTING REMOVABLE BOLLARDS TO REMAIN, TYP.
S-15	EXISTING TRASH RECEPTACLE TO REMAIN
S-16	EXISTING LIGHT TO REMAIN, TYP.
S-17	EXISTING STREETLIGHT TO REMAIN, TYP.
S-18	DECORATIVE PLANTER POT, TYP.
S-19	PLANTING AREA, TYP.
S-20	PARKWAY PALM TREES WITH TREE GRATES.
S-21	EXISTING FOUNTAIN TO REMAIN.
S-22	EXISTING PLANTER TO REMAIN, TYP.
S-23	EXISTING TREE TO REMAIN, TYP.
S-24	EXISTING DRIVEWAY TO REMAIN
S-25	DRIVEWAY ENTRANCE TO PARKING
S-26	FIRE LANE. SEE CIVIL PLANS
S-27	EXISTING TREE AND PLANTER TO BE REMOVED. CURRENT LIMITS TO BE FILLED IN WITH DECORATIVE AND INTERPRETIVE PLAQUE. THIS AREA IS TO BE VEHICULAR RATED FOR FIRE TRUCK LOADING.
S-28	EXISTING PLAZA TRELLIS TO BE RELOCATED
S-29	EXISTING TRASH AND RECYCLING RECEPTACLES TO BE RELOCATED
S-30	EXISTING FURNITURE TO BE REMOVED, INFILL WITH DECORATIVE PAVERS TO MATCH EXISTING
S-31	EXISTING TREE WELL TO BE REMOVED

0 Feet 20

FIGURE 4
Modified Project Off-site Improvemen

RECON
M:\JOBS6\10483\env\graphics\fig4_addendum.afdesign 04/14/25 bma

Exhibit B-1

Autodesk Docs://23036.Aspire Escondido/23036_Aspire Escondido_A4_2024.rvt
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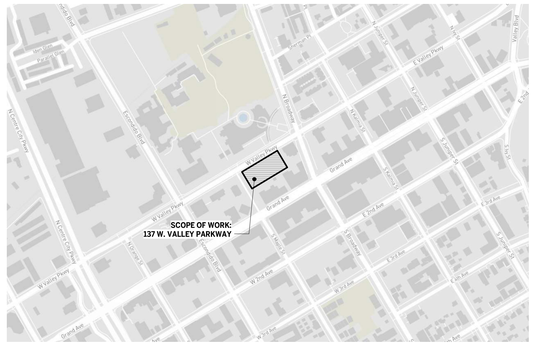
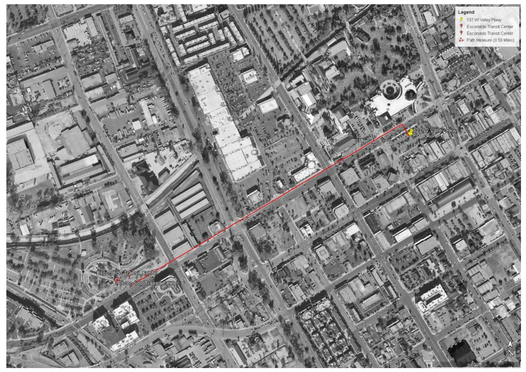
LOCALITY MAP



VICINITY MAP - DISTANCE TO TRANSIT CENTER



RENDERING

PROPOSED RESIDENTIAL PROJECT "KINGSBARN"

PROPOSED PROJECT "KINGSBARN"
137 WEST VALLEY PARKWAY
ESCONDIDO, CA 92025

APN DESCRIPTION: APN-229-421-26-00

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

PARCEL 1: LOTS 21 THROUGH 24 INCLUSIVE IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.
PARCEL 2: LOTS 25 AND 26 IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO, JULY 10, 1886.
PARCEL 3: LOTS 27 AND 28 IN BLOCK 68 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.
PARCEL 4: LOTS 29 THROUGH 33, INCLUSIVE, BLOCK 68 OF ESCONDIDO IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

PROJECT DESCRIPTION

PROPOSED MARKET RATE MULTIFAMILY DEVELOPMENT CONSISTING OF 128 DWELLING UNITS WITH 115 PARKING STALLS WITHIN THE GROUND LEVEL GARAGE. THE PROJECT PROPOSES SECOND FLOOR PODIUM LEVEL AMENITIES, INCLUDING A POOL, SPA, BBQS, CLUB ROOM, FITNESS CENTER, AND OUTDOOR GARDEN SPACES. THE PROJECT FEATURES A GROUND LEVEL RESIDENT LOUNGE / LOBBY LOCATED ON THE CORNER OF WEST VALLEY PARKWAY AND MAPLE PLAZA. THE PROJECT INCLUDES OFF-SITE IMPROVEMENTS AND LANDSCAPING ALONG THE WEST VALLEY PARKWAY FRONTAGE AND WITHIN MAPLE PLAZA.

DEVELOPMENT SUMMARY

SITE AREA:	45,489 SF (1.04 ACRES)
LAND USE:	DOWNTOWN SPECIFIC PLAN HISTORIC DOWNTOWN DISTRICT - RETAIL CORE AREA
DENSITY:	DOWNTOWN SPECIFIC PLAN ALLOWS UP TO 75 DU/ACRE = 78 BASE DU 116 D.U. MINIMUM PER AGREEMENT WITH THE CITY OF ESCONDIDO. 50 DWELLING UNITS FROM THE DSP CREDIT POOL 128 TOTAL DU PROPOSED = 123.08 DU/ACRE
CONSTRUCTION TYPE:	TYPE I (LEVEL 1) AND TYPE V-A ON UPPER LEVELS
PROPOSED FAR:	(SEE SHEET G0.1)

LEVEL 01	**2,980 SF**
LEVEL 02	**26,481 SF**
LEVEL 03	**26,440 SF**
LEVEL 04	**31,043 SF**
LEVEL 05	**26,440 SF**
GRAND TOTAL FAR:	**113,384 SF**

LOT COVERAGE:	= (PROPOSED LOT COVERAGE) / (SITE AREA) = (43,202 SF) / (45,849 SF) = 94% Lot Coverage
MIN. SETBACKS:	FRONT: 14' FROM CURB REQUIRED / 14' FROM CURB PROPOSED. SIDE: 0' REQUIRED / 0' PROPOSED. REAR: 0' REQUIRED / 0' PROPOSED.
OPEN SPACE:	300 SF PER DWELLING UNIT REQUIRED = 38,400 SF REQUIRED (SEE SHEET G0.1) PROVIDED:

OPEN-MAPLE PLAZA	12,298 SF
OPEN-PRIVATE	8,121 SF
OPEN-PUBLIC	16,869 SF
TOTAL OPEN SPACE PROVIDED:	37,288 SF

RESIDENTIAL STORAGE:	80 CU.FT. PER DWELLING UNIT REQUIRED LEVEL - 1: 80 STORAGE UNITS LEVEL - 2: 32 STORGE UNITS LEVEL - 3 : 8 STORAGE UNITS LEVEL - 4: 8 STORAGE UNITS TOTAL STORAGE UNITS 128
MAX. STRUCTURE HT:	MAXIMUM HEIGHT: 65' (PER SPECIFIC PLAN HEIGHT OVERLAY) HEIGHT PROPOSED: 61'-6" (SEE ELEVATIONS A3.1 & A3.2)
NUMBER OF STORIES:	4 STORIES PERMITTED - 5 STORIES PROPOSED THROUGH SP AMENDMENT PARKING /LOBBY AT GRADE, 4 STORIES OF RESIDENTIAL ABOVE.

PARKING

PARKING: LESS THAN A 1/2 MILE FROM THE ESCONDIDO TRANSIT CENTER, NO PARKING REQUIRED PER PSA.

	STALLS		TANDEM STALLS	
STALL TYPE	COUNT	TOTAL %	TANDEM COUNT	TANDEM %
Accessible - 9'-0" x 18'-0"	5	4%	0	0%
Accessible Van - 12'-0" x 18'-0"	1	1%	0	0%
Compact -8'-6" x 16'-0"	11	10%	0	0%
Compact - 9' x 16'-0"	1	1%	0	0%
Standard -8'-6" x 18'-0"	43	38%	10	9%
Standard - 9'-0" x 18'-0"	52	46%	11	10%
TOTAL PROVIDED SPACES: 113	113	100%	21	18%

EV PARKING COUNT:

EV PARKING CATEGORY	RATIO	REQUIRED	PROVIDED	TOTAL %
EV READY	40% PER CALGREEN 4.106.4.2.2 (EV RECEPTACLES)	46	47	42%
EVSE	10% PER CALGREEN 4.106.4.2.2 (EV CHARGERS)	11	11	10%
NON-EV STALLS	N/A	N/A	55	49%
Grand total: 113			113	100%

PER 11B-228.3.1, 1 ACCESSIBLE VAN EVCS STALL AND 1 ACCESSIBLE STANDARD EVCS STALL ARE REQUIRED BASED ON TOTAL NUMBER OF EVCS AT FACILITY (5 TO 25 RANGE) . THIS STALLS SHALL HAVE AN ACCESS AISLE OF MIN. 60" AND CLEAR FLOOR SPACE ON AN ACCESSIBLE ROUTE, PER 11B-812.9

SHORT TERM BICYCLE PARKING: (PER CALGREEN 5.106.4.1.1)

TYPE	RATIO	TOTAL REQ.	PROPOSED
RESIDENTIAL	5% OF VEHICULAR PARGKIN, 1 MIN	6 SPACES	8 SPACES

LONG TERM BICYCLE PARKING: (PER CALGREEN 5.106.4.1.2)

TYPE	RATIO	TOTAL REQ.	PROPOSED
RESIDENTIAL	5% OF (115) TENANT SPACES, 1 MIN.	6 SPACES	8 SPACES

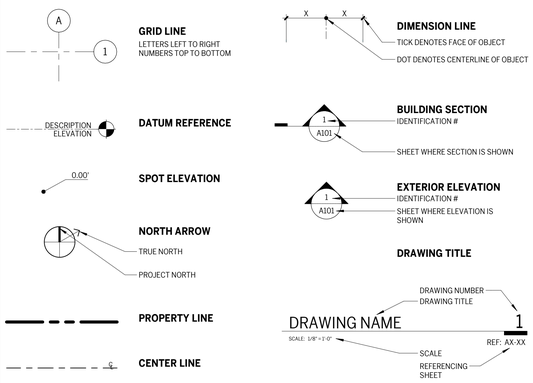
DEVIATIONS FROM DEVELOPMENT STANDARDS

1. REQUEST 50% REDUCTION IN USABLE OPEN SPACE REQUIREMENT PER THE DOWNTOWN SPECIFIC PLAN.
2. REQUEST APPROVAL OF COMBINATION COMPACT/ STANDARD TANDEM STALLS (NO PARKING REQUIRED PER APPROVED PURCHASE AGREEMENT)
3. REDUCTION IN PRIVATE STORAGE FROM 80 CUFT FOR ALL UNITS TO 80 CUFT FOR 50% OF UNITS
4. REDUCTION IN STREET TREES FROM 11 TO 7 DUE TO UTILITY CONFLICTS

CODE SUMMARY

APPLICABLE CODES:	CALIFORNIA RESIDENTIAL CODE, 2022 EDITION CALIFORNIA BUILDING CODE (CBC), 2022 EDITION CALIFORNIA MECHANICAL CODE (CMC), 2022 EDITION CALIFORNIA PLUMBING CODE (CPC), 2022 EDITION CALIFORNIA ELECTRICAL CODE (CEC), 2022 EDITION CALIFORNIA GREEN BUILDING CODE, 2022 EDITION REGULATIONS AND ORDINANCES OF THE CITY OF ESCONDIDO
WATER:	BY CONNECTION TO EXISTING
SEWER:	BY GRAVITY INTO EXISTING
GAS + ELECTRICAL:	SDG&E

ARCHITECTURAL LEGENDS AND SYMBOLS



GENERAL NOTES

1. THE DRAWINGS AND PROJECT MANUAL ARE PROPERTY OF STEINBERG HART AND ARE NOT TO BE USED FOR ANY OTHER PROJECT THAN THE LOCATION SHOWN HEREON. NO CHANGES ARE TO BE MADE WITHOUT THE KNOWLEDGE OR CONSENT OF THE ARCHITECT OR ENGINEER WHOSE SIGNATURE APPEARS HEREON.
2. THESE GENERAL NOTES APPLY TO ALL ARCHITECTURAL DRAWINGS AND SHEETS STAMPED AND SIGNED BY THE AOR WHETHER OR NOT THESE NOTES ARE SPECIFICALLY REFERENCED FROM OTHER SHEETS. BECOME FAMILIAR WITH THESE CONTRACT DOCUMENTS. REVIEW THE SHEET INDEX TO FAMILIARIZE, LOCATE AND/OR IDENTIFY A SPECIFIC TYPE OF SHEET (I.E., PARTITION TYPES), NOT READING AND REVIEWING THIS CONTRACT DOCUMENT IN ITS ENTIRETY DOES NOT RELIEVE THE CONTRACTOR OF CONSTRUCTION RESPONSIBILITIES.
3. ALL ITEMS SHOWN IN THESE DOCUMENTS ARE NEW UNLESS OTHERWISE NOTED.
4. THESE DOCUMENTS HAVE BEEN PREPARED IN A 30" X 42" FORMAT. ALL SCALE REFERENCES ARE INDICATED ACCORDING TO THIS FORMAT.
5. "TYP" INDICATES REPEAT, WHEREVER THIS CONDITION OCCURS.
6. REFERENCE PLANS ARE PROVIDED TO GIVE OVERALL PLAN VIEWS, ENLARGEMENT REFERENCES, EXTERIOR ELEVATION AND SECTION REFERENCES.

DEFERRED SUBMITTALS

1. FIRE UNDERGROUND LINES, FIRE SPRINKLER, FIRE ALARM AND FIRS RESPONDER RADIO COVERAGE

SHEET INDEX

SHEET NO.	SHEET NAME	ENTITLEMENT, 24-04-01	PLAN REVIEW, 24-09-04	PLAN REVIEW, 24-11-27	ENTITLEMENT,25-04-30	ENTITLEMENT, 25-09-10		
GENERAL								
G0.0	TITLE SHEET	●	●	●	●	●		
G0.1	OPEN SPACE DIAGRAMS	●	●	●	●	●		
G0.2	F.A.R DIAGRAMS	●	●	●	●	●		
G0.3	NET RENTABLE AREAS AND UNIT MIX	●	●	●	●	●		
G0.4	FIRE PLAN	●	●	●	●	●		
G0.5	RESCUE WINDOWS DIAGRAM	●	●	●	●	●		
G1.0	SITE PHOTOS	●	●	●	●	●		
G1.1	DESIGN NARRATIVE 1	●	●	●	●	●		
G2.1	PERSPECTIVES 1	●	●	●	●	●		
G2.2	PERSPECTIVES 2	●	●	●	●	●		
G2.3	PERSPECTIVES 3	●	●	●	●	●		
G2.4	PERSPECTIVES 4	●	●	●	●	●		
G2.5	WALL SECTIONS		●	●	●	●		
G2.6	WALL SECTIONS		●	●	●	●		
ARCHITECTURAL								
A1.0	PROPOSED SITE PLAN	●	●	●	●	●		
A2.1	LEVEL 1	●	●	●	●	●		
A2.2	LEVEL 2	●	●	●	●	●		
A2.3	LEVEL 3-5 TYPICAL	●	●	●	●	●		
A2.6	ROOF PLAN	●	●	●	●	●		
A2.10E	TYPICAL UNITS	●	●	●	●	●		
A2.11E	TYPICAL UNITS	●	●	●	●	●		
A2.12E	TYPICAL UNITS		●	●	●	●		
A3.1	ELEVATIONS	●	●	●	●	●		
A3.2	ELEVATIONS	●	●	●	●	●		
A3.3	SECTIONS	●	●	●	●	●		
A3.4	MATERIAL BOARD	●	●	●	●	●		
CIVIL								
C1.0	EXISTING CONDITIONS AND MAPPING CONSTRAINTS	●	●	●	●	●		
C1.1	DEMOLITION PLAN	●	●	●	●	●		
C2.0	PRELIMINARY GRADING AND DRAINAGE PLAN	●	●	●	●	●		
C2.1	PRELIMINARY GRADING AND DRAINAGE PLAN	●	●	●	●	●		
C3.0	PRELIMINARY UTILITY PLAN	●	●	●	●	●		
LANDSCAPE								
L-1.0	LANDSCAPE CONCEPT PLAN LEVEL 1	●	●	●	●	●		
L-1.1	LANDSCAPE CONCEPT PLAN LEVEL 2	●	●	●	●	●		
L-1.2	LANDSCAPE CONCEPT IRRIGATION PLAN LEVEL 1		●	●	●	●		
L-1.3	LANDSCAPE CONCEPT IRRIGATION PLAN LEVEL 2		●	●	●	●		

KINGSBARN REALTY CAPITAL

CLIENT
KINGSBARN REALTY CAPITAL

steinberg hart

ARCHITECT
Steinberg Hart
320 Laurel Street
San Diego, CA 92101

LICENSED ARCHITECT
K. K. CHRISTOPHER
No. C-32666
STATE OF CALIFORNIA

KINGSBARN ESCONDIDO

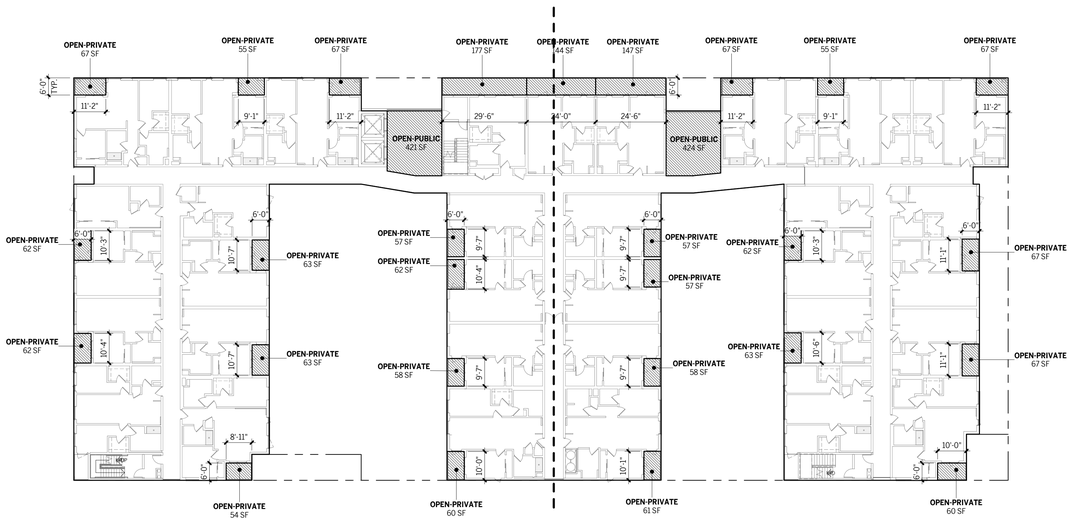
137 WEST VALLEY PARKWAY
ESCONDIDO, CA 92025

REV	DATE	ISSUE
5	09/10/25	Entitlement Set
4	4/30/25	Entitlement Set
3	11/27/24	Plan Review comments
2	9/04/24	Plan Review comments
1	04/01/24	Entitlement Set

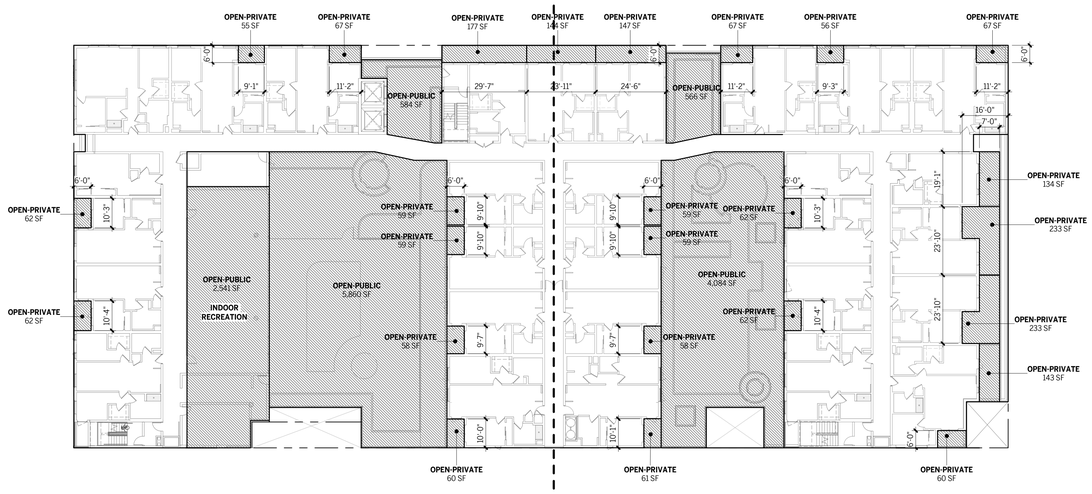
TITLE SHEET

PROJECT #: 23036.000
DATE:
SCALE: As indicated
DESIGN DEVELOPMENT

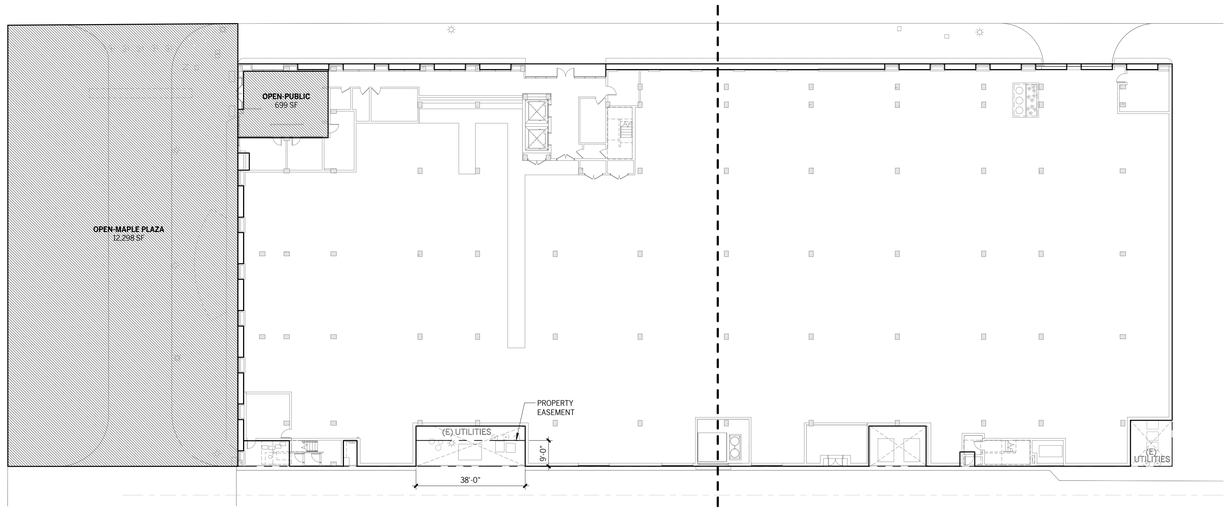
G0.0



RESIDENTIAL OPEN SPACE - LEVEL 03 THROUH LEVEL 05 — 3
SCALE: 3/64" = 1'-0"
(TYPICAL LEVEL-3 PRESENTED)



RESIDENTIAL OPEN SPACE - LEVEL 02 — 2
SCALE: 3/64" = 1'-0"



PARKING LEVEL OPEN SPACE - LEVEL 01 — 1
SCALE: 3/64" = 1'-0"

OPEN SPACE SUMMARY.		
LEVEL	AREA TYPE	SF
OPEN-PUBLIC		
LEVEL 01	OPEN-PUBLIC	699 SF
LEVEL 02	OPEN-PUBLIC	13,635 SF
LEVEL 03	OPEN-PUBLIC	845 SF
LEVEL 04	OPEN-PUBLIC	845 SF
LEVEL 05	OPEN-PUBLIC	845 SF
		16,869 SF
OPEN-PRIVATE		
LEVEL 02	OPEN-PRIVATE	2,304 SF
LEVEL 03	OPEN-PRIVATE	1,939 SF
LEVEL 04	OPEN-PRIVATE	1,939 SF
LEVEL 05	OPEN-PRIVATE	1,939 SF
		8,121 SF
OPEN-MAPLE PLAZA		
LEVEL 01	OPEN-MAPLE PLAZA	12,298 SF
		12,298 SF
TOTAL OPEN SPACE		37,288 SF

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STATE OF CALIFORNIA

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137 WEST VALLEY PARKWAY
ESCONDIDO, CA 92025

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OPEN SPACE DIAGRAMS

PROJECT #: 23036.000
DATE:
SCALE: 3/64" = 1'-0"
DESIGN DEVELOPMENT

G0.1

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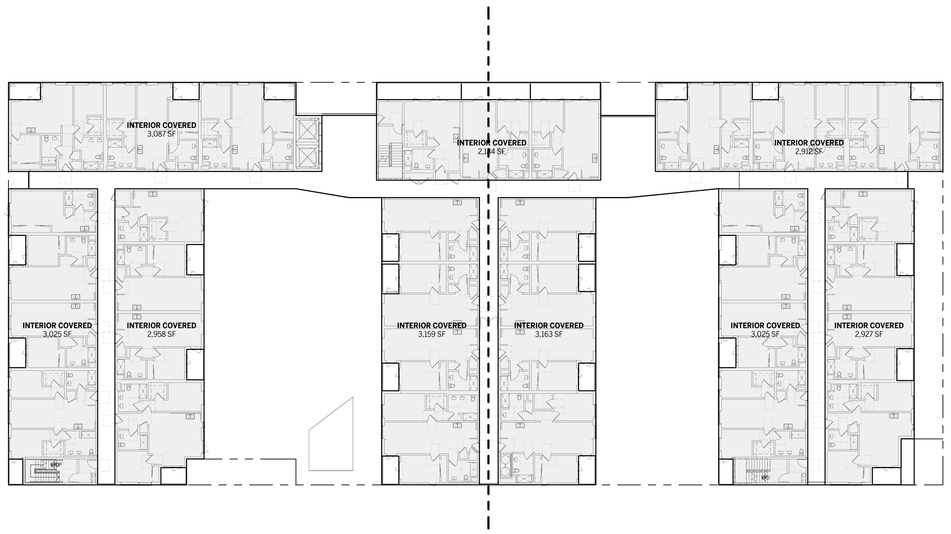
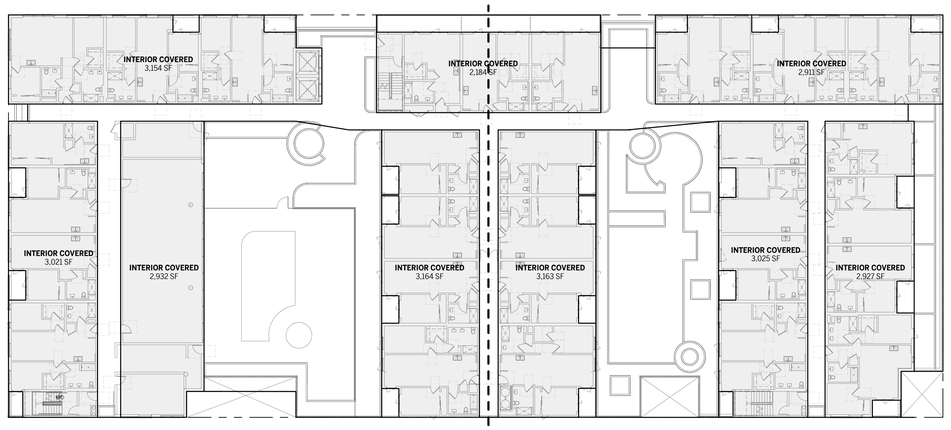


F.A.R. DIAGRAM - LEVEL 03-05 — 1

SCALE: 3/64" = 1'-0"



F.A.R. DIAGRAM - LEVEL 02 — 2

SCALE: 3/64" = 1'-0"

F.A.R. DIAGRAM LEVEL 01 — 3

SCALE: 3/64" = 1'-0"

FLOOR AREA:

MEANS THE TOTAL AREA OF ALL FLOORS AND INTERIOR HABITABLE AREA OF A BUILDING INCLUDED WITHIN THE OUTSIDE FACES OF THE BUILDING'S EXTERIOR WALLS, EXCLUSIVE OF BASEMENT AND ATTIC STORAGE SPACE AND AREAS WITHIN A BUILDING USED FOR THE PARKING OF VEHICLES.

FAR SUMMARY		
LEVEL	**Area Type (FAR)**	**Area (Conversion)**
FLOOR AREA		
LEVEL 01	**FLOOR AREA**	**2,980 SF**
LEVEL 02	**FLOOR AREA**	**26,481 SF**
LEVEL 03	**FLOOR AREA**	**26,440 SF**
LEVEL 04	**FLOOR AREA**	**31,043 SF**
LEVEL 05	**FLOOR AREA**	**26,440 SF**
		113,384 SF
Grand total		**113,384 SF**

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F.A.R DIAGRAMS

PROJECT #: 23036.000
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G0.2

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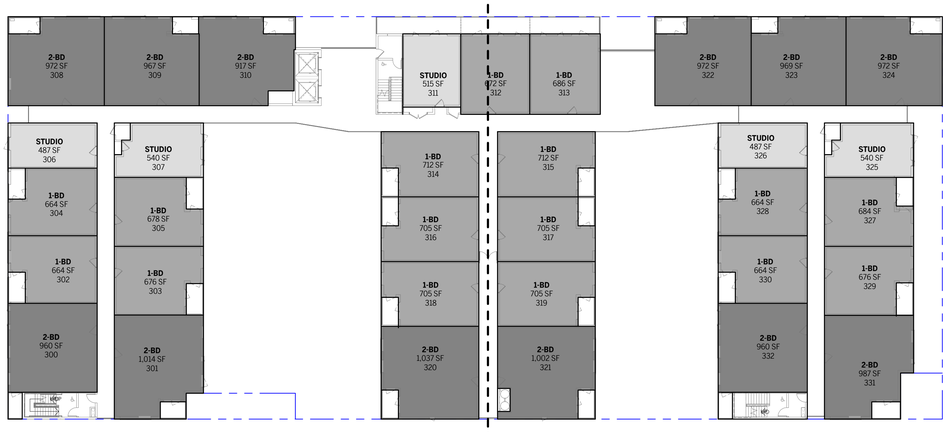
LEVEL 05 - UNIT PLANS 4

SCALE: 3/64" = 1'-0"



LEVEL 03 - UNIT PLANS 2

SCALE: 3/64" = 1'-0"

LEVEL 04 - UNIT PLANS 3

SCALE: 3/64" = 1'-0"

LEVEL 02 - UNIT PLANS 1

SCALE: 3/64" = 1'-0"

UNIT MIX TOTALS

LEVEL	UNIT - COUNT	UNIT MIX %	AREA
1-BD			
LEVEL 02	14	11%	9,610 SF
LEVEL 03	16	13%	10,972 SF
LEVEL 04	16	13%	10,972 SF
LEVEL 05	16	13%	10,972 SF
	62	48%	42,526 SF
2-BD			
LEVEL 02	11	9%	10,778 SF
LEVEL 03	12	9%	11,729 SF
LEVEL 04	12	9%	11,729 SF
LEVEL 05	12	9%	11,729 SF
	47	37%	45,965 SF
STUDIO			
LEVEL 02	4	3%	2,029 SF
LEVEL 03	5	4%	2,569 SF
LEVEL 04	5	4%	2,569 SF
LEVEL 05	5	4%	2,569 SF
	19	15%	9,736 SF
Grand total: 128	128	100%	98,227 SF

NET RENTABLE AREAS

NAME	UNIT NUMBER	AREA SF
LEVEL 02		
1-BD	201	664 SF
1-BD	202	664 SF
1-BD	208	672 SF
1-BD	209	686 SF
1-BD	210	712 SF
1-BD	211	712 SF
1-BD	212	705 SF
1-BD	213	705 SF
1-BD	214	705 SF
1-BD	215	705 SF
1-BD	223	676 SF
1-BD	224	664 SF
1-BD	225	676 SF
1-BD	226	664 SF
2-BD	200	960 SF
2-BD	204	1,039 SF
2-BD	205	967 SF
2-BD	206	915 SF
2-BD	216	1,037 SF
2-BD	217	1,002 SF
2-BD	218	972 SF
2-BD	219	967 SF
2-BD	220	972 SF
2-BD	227	987 SF
2-BD	228	960 SF
STUDIO	203	487 SF
STUDIO	207	515 SF
STUDIO	221	540 SF
STUDIO	222	487 SF
29		22,417 SF

NET RENTABLE AREAS

NAME	UNIT NUMBER	AREA SF
LEVEL 03		
1-BD	302	664 SF
1-BD	303	676 SF
1-BD	304	664 SF
1-BD	305	678 SF
1-BD	312	672 SF
1-BD	313	686 SF
1-BD	314	712 SF
1-BD	315	712 SF
1-BD	316	705 SF
1-BD	317	705 SF
1-BD	318	705 SF
1-BD	319	705 SF
1-BD	327	684 SF
1-BD	328	664 SF
1-BD	329	676 SF
1-BD	330	664 SF
2-BD	300	960 SF
2-BD	301	1,014 SF
2-BD	308	972 SF
2-BD	309	967 SF
2-BD	310	917 SF
2-BD	320	1,037 SF
2-BD	321	1,002 SF
2-BD	322	972 SF
2-BD	323	969 SF
2-BD	324	972 SF
2-BD	331	987 SF
2-BD	332	960 SF
STUDIO	306	487 SF
STUDIO	307	540 SF
STUDIO	311	515 SF
STUDIO	325	540 SF
STUDIO	326	487 SF
33		25,270 SF

NET RENTABLE AREAS

NAME	UNIT NUMBER	AREA SF
LEVEL 04		
1-BD	402	664 SF
1-BD	403	676 SF
1-BD	404	664 SF
1-BD	405	678 SF
1-BD	412	672 SF
1-BD	413	686 SF
1-BD	414	712 SF
1-BD	415	712 SF
1-BD	416	705 SF
1-BD	417	705 SF
1-BD	418	705 SF
1-BD	419	705 SF
1-BD	427	684 SF
1-BD	428	664 SF
1-BD	429	676 SF
1-BD	430	664 SF
2-BD	400	960 SF
2-BD	401	1,014 SF
2-BD	408	972 SF
2-BD	409	967 SF
2-BD	410	917 SF
2-BD	420	1,037 SF
2-BD	421	1,002 SF
2-BD	422	972 SF
2-BD	423	969 SF
2-BD	424	972 SF
2-BD	431	987 SF
2-BD	432	960 SF
STUDIO	406	487 SF
STUDIO	407	540 SF
STUDIO	411	515 SF
STUDIO	425	540 SF
STUDIO	426	487 SF
33		25,270 SF

NET RENTABLE AREAS

NAME	UNIT NUMBER	AREA SF
LEVEL 05		
1-BD	502	664 SF
1-BD	503	676 SF
1-BD	504	664 SF
1-BD	505	678 SF
1-BD	512	672 SF
1-BD	513	686 SF
1-BD	514	712 SF
1-BD	515	712 SF
1-BD	516	705 SF
1-BD	517	705 SF
1-BD	518	705 SF
1-BD	519	705 SF
1-BD	527	684 SF
1-BD	528	664 SF
1-BD	529	676 SF
1-BD	530	664 SF
2-BD	500	960 SF
2-BD	501	1,014 SF
2-BD	508	972 SF
2-BD	509	967 SF
2-BD	510	917 SF
2-BD	520	1,037 SF
2-BD	521	1,002 SF
2-BD	522	972 SF
2-BD	523	969 SF
2-BD	524	972 SF
2-BD	531	987 SF
2-BD	532	960 SF
STUDIO	506	487 SF
STUDIO	507	540 SF
STUDIO	511	515 SF
STUDIO	525	540 SF
STUDIO	526	487 SF
33		25,270 SF
Grand total: 128		98,227 SF

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NET RENTABLE AREAS AND UNIT MIX

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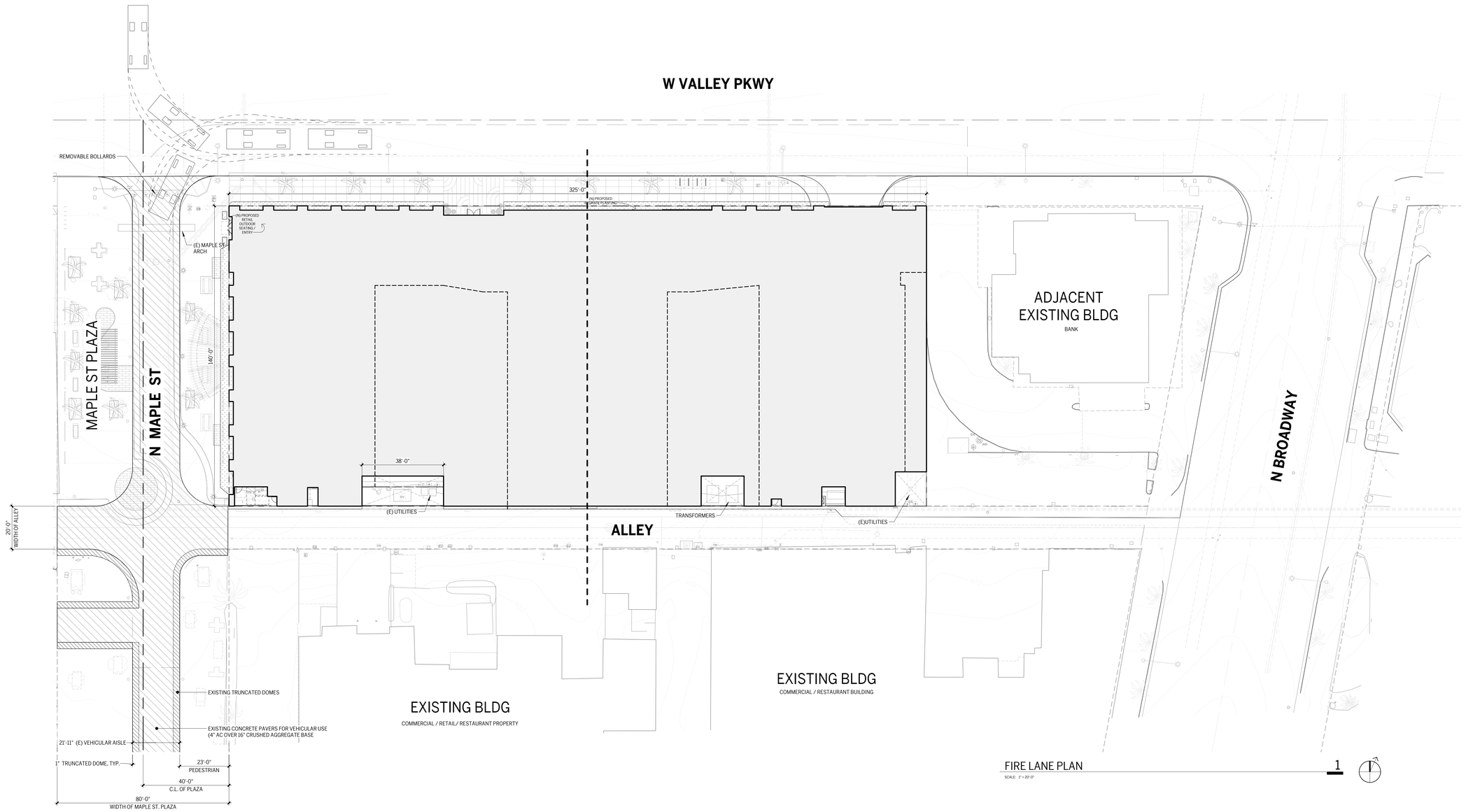
SCALE: 3/64" = 1'-0"

DESIGN DEVELOPMENT

G0.3



FIRE LANE PLAN 1
SCALE: 1" = 20'-0"

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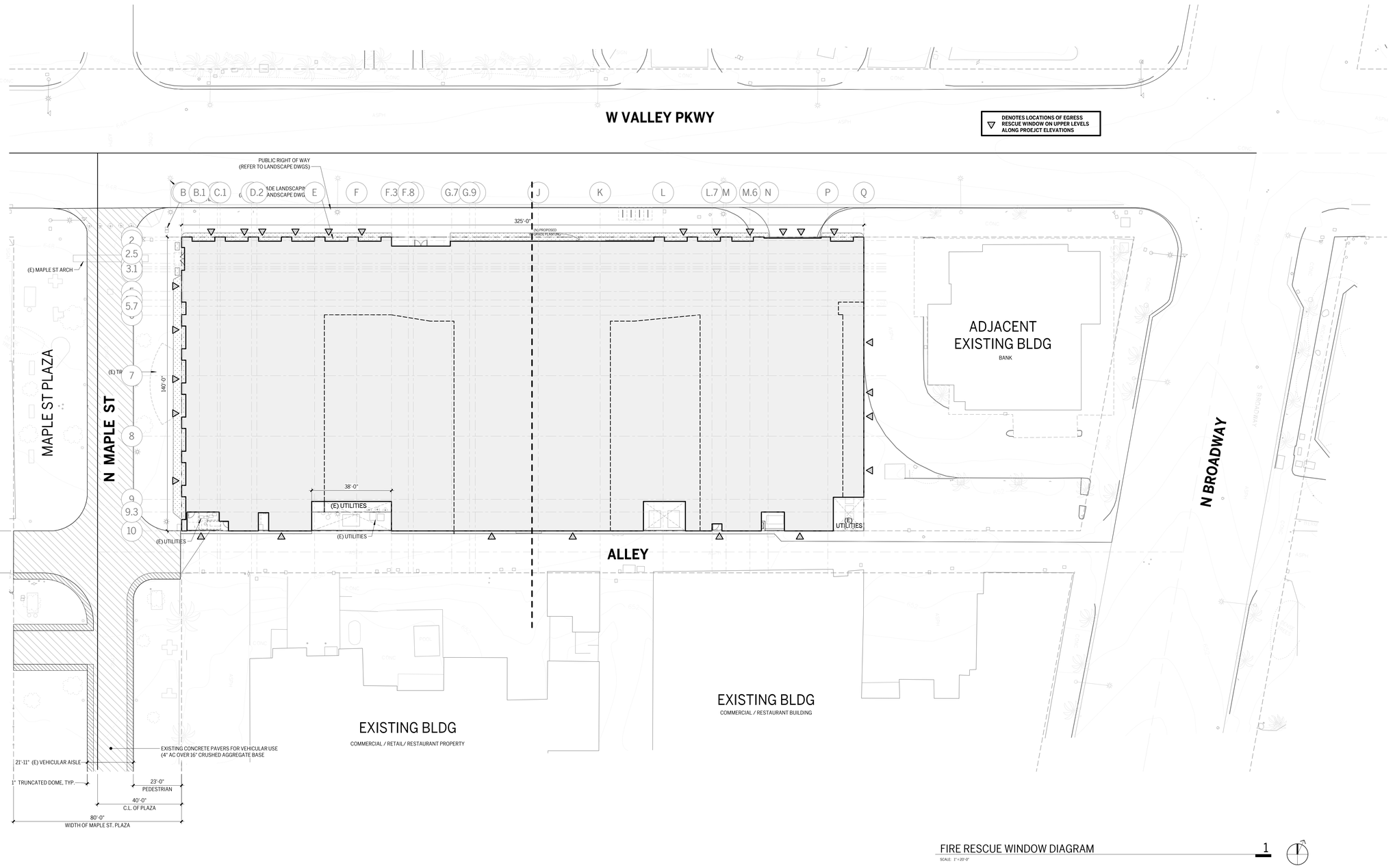
FIRE PLAN

PROJECT #: 23036.000
DATE:
SCALE: 1" = 20'-0"
DESIGN DEVELOPMENT

G0.4



FIRE RESCUE WINDOW DIAGRAM 1
SCALE: 1" = 20'-0"

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RESCUE WINDOWS DIAGRAM

PROJECT #: 23036.000
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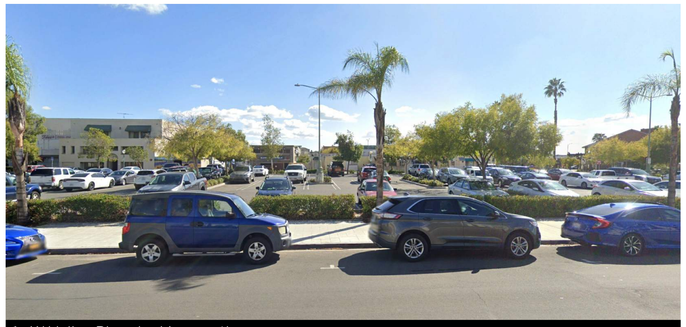
SCALE: 1" = 20'-0"
DESIGN DEVELOPMENT

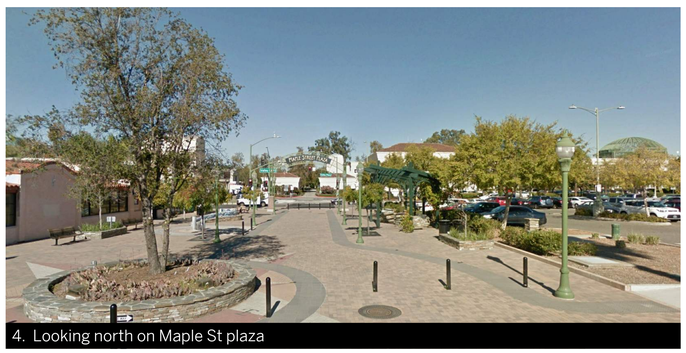
G0.5



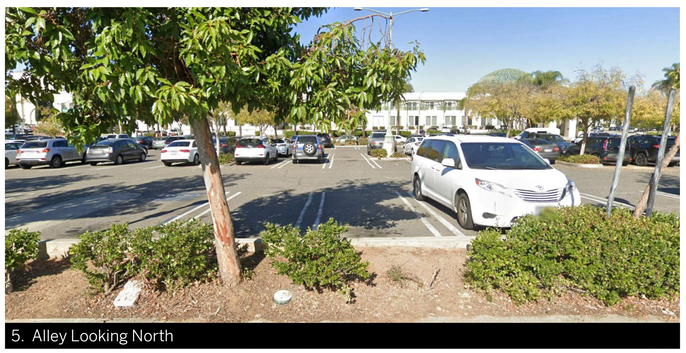
1. W Valley Pkwy looking south

2. W Valley Pkwy looking Maple St Plaza

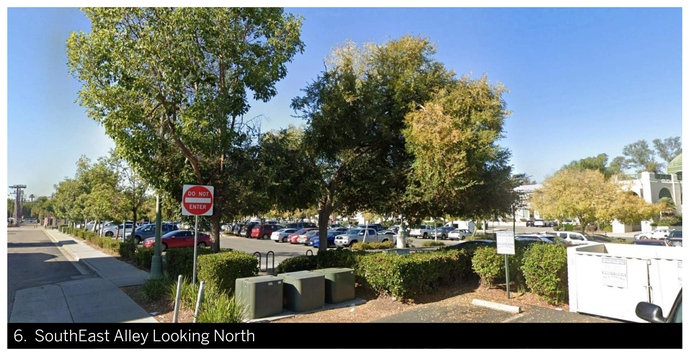
3. Looking east on W Valley Pkwy



4. Looking north on Maple St plaza

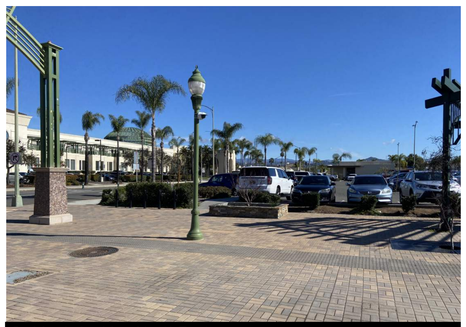


5. Alley Looking North

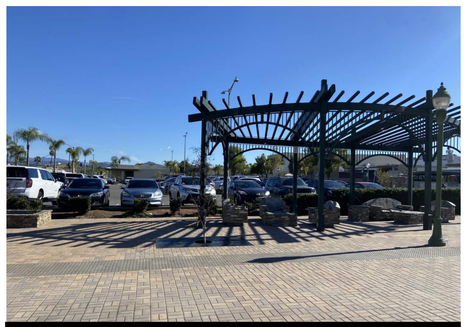


6. SouthEast Alley Looking North

7. Alley and Maple St corner

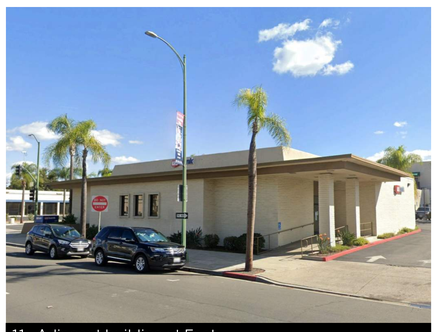


8. Maple looking NorthEast

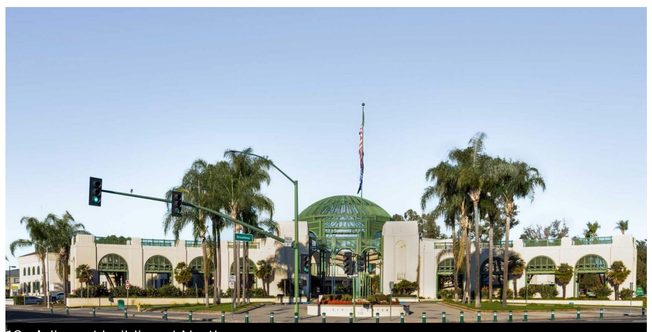


9. Maple looking East

10. Adjacent building at west

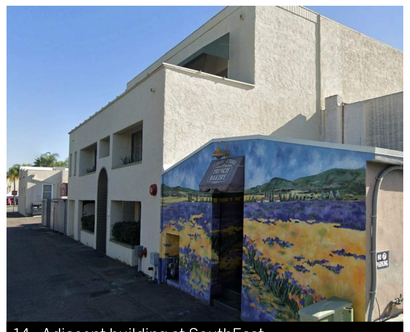


11. Adjacent building at East

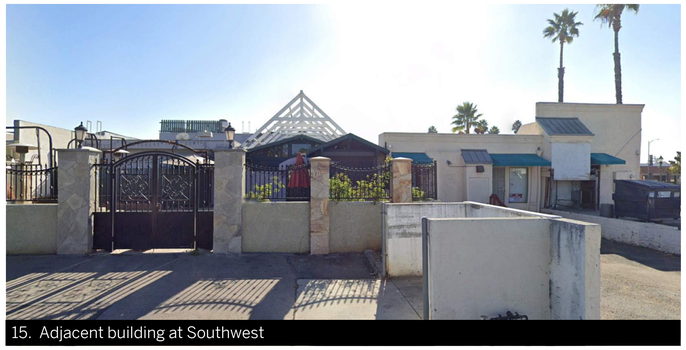


12. Adjacent building at North

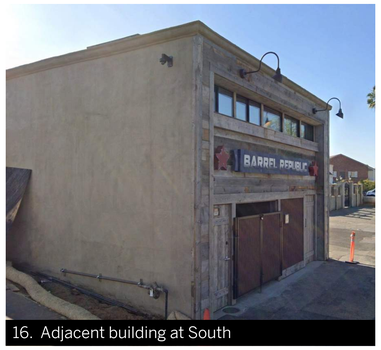
13. Adjacent building at SouthEast



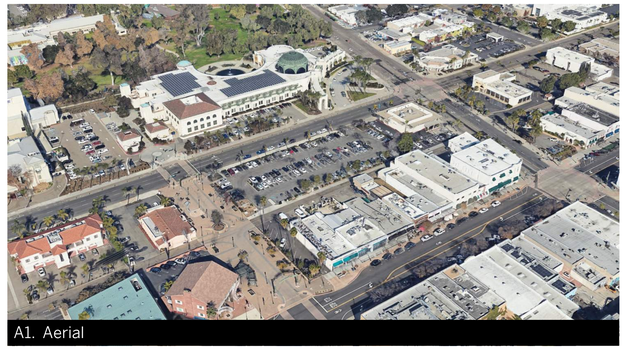
14. Adjacent building at SouthEast



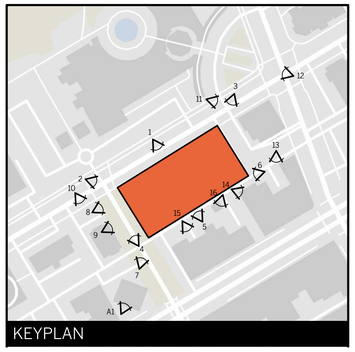
15. Adjacent building at Southwest



16. Adjacent building at South



A1. Aerial



KEYPLAN

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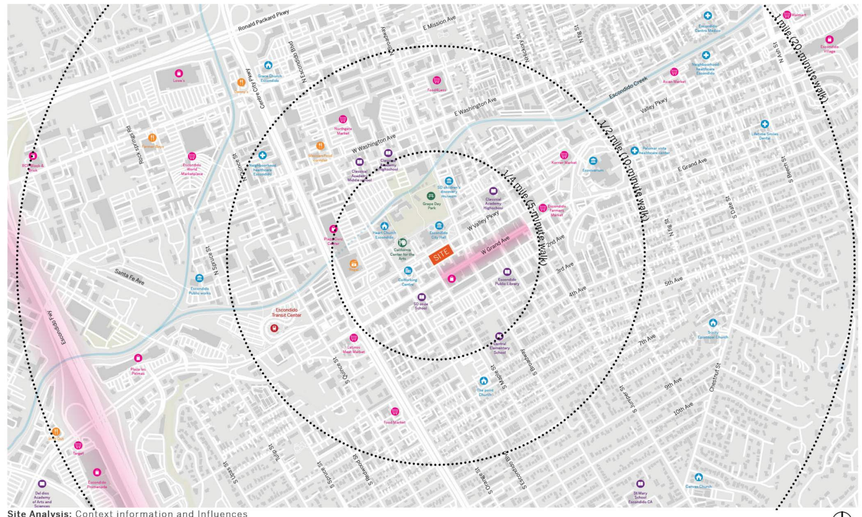
SITE PHOTOS

PROJECT #: 23036.000
DATE:
SCALE: 1" = 1'-0"
DESIGN DEVELOPMENT

G1.0


Roripaugh Ranch
Escondido Creek
SITE
W Grand Ave
W Valley Pkwy
E Washington Ave
E Mission Ave
Centre City Pkwy
Escondido Transit Center
Escondido Public Library
Grape Day Park
Kit Carson Park
Escondido Creek Trail
Escondido Historical Society & Museum
Escondido Arts Partnership Authority
Escondido Charter High School
Orfila Vineyards
Stanley Saitowitz Gallery
Del Dios Academy of Arts and Sciences
Escondido Creek Park
Escondido Creek Bikeway
Escondido Creek Trail
Escondido Transit Center
Escondido Creek Park
Escondido Creek Trail
Escondido Creek Bikeway

VIEW: CORNER OF W. VALLEY LOOKING SOUTHEAST TOWARDS ENTRY LOBBY

VIEW: CORNER OF W. VALLEY AND MAPLE STREET LOOKING EAST

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PERSPECTIVES 1

PROJECT #: 23036.000
DATE:
SCALE: 1" = 1'-0"

DESIGN DEVELOPMENT

G2.1

VIEW: ENTRY LOBBY LOOKING WEST

VIEW: ENTRY LOBBY LOOKING UP

VIEW: W VALLEY PKY AND MAPLE STREET CORNER

VIEW: MAPLE STREET LOOKING TOWARDS RETAIL AREA

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PERSPECTIVES 2

PROJECT #: 23036.000
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SCALE: 1" = 1'-0"

DESIGN DEVELOPMENT

G2.2

VIEW: CORNER OF W. VALLEY AND MAPLE STREET LOOKING SOUTHEAST

VIEW: CORNER OF W. VALLEY LOOKING SOUTHWEST

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KINGSBARN ESCONDIDO

137 WEST VALLEY PARKWAY
ESCONDIDO, CA 92025

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PERSPECTIVES 3

PROJECT #: 23036.000
DATE:
SCALE: 1" = 1'-0"

DESIGN DEVELOPMENT

G2.3

VIEW: MAPLE STREET LOOKING NORTH TOWARDS CITY HALL

VIEW: ALLEY LOOKING NORTHEAST TOWARDS BUILDING COURTYARD

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PERSPECTIVES 4

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DESIGN DEVELOPMENT

G2.4

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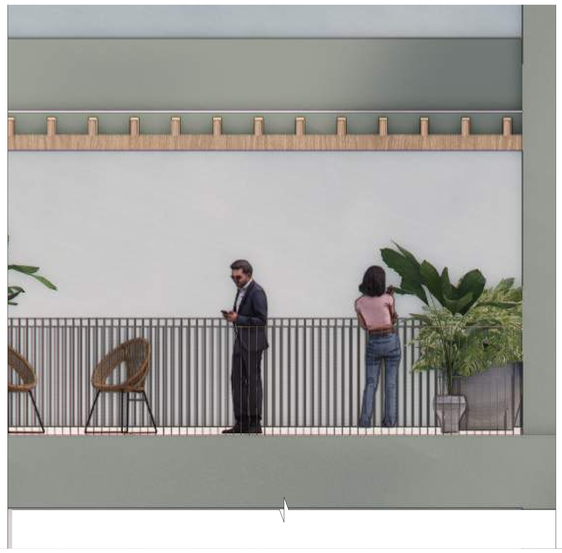
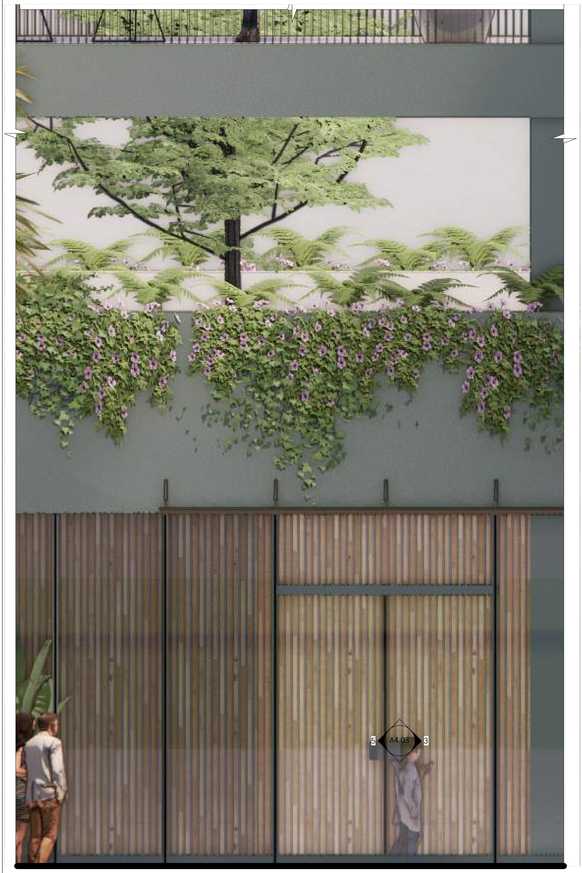
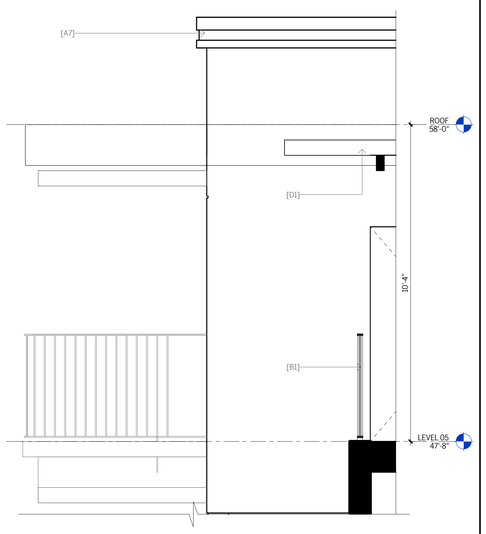
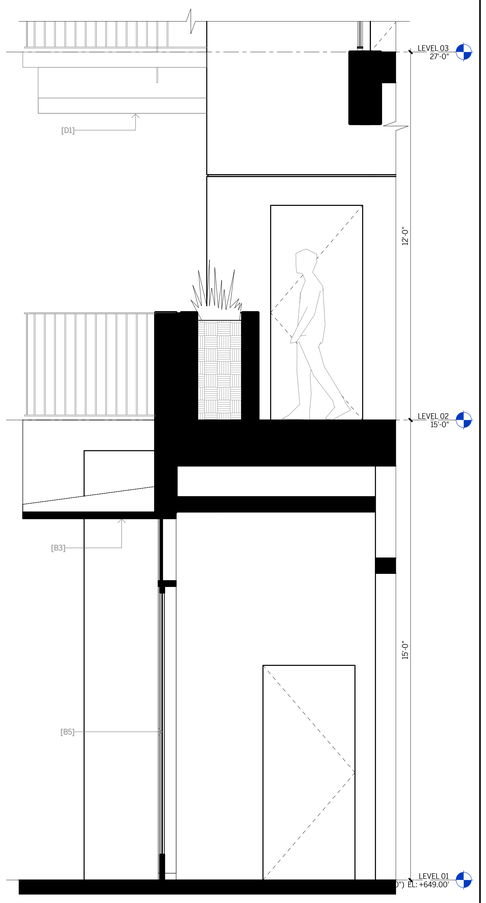
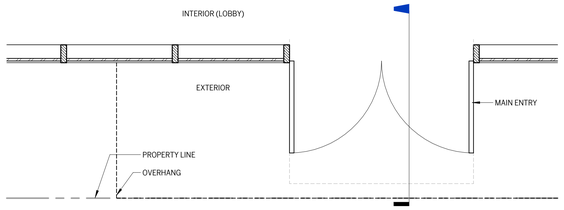




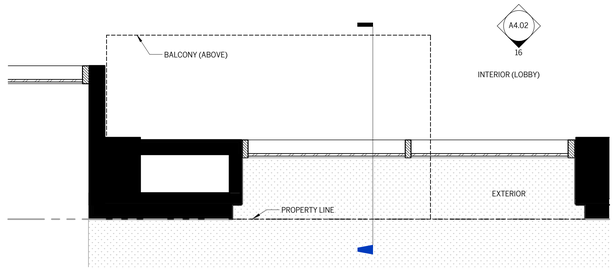






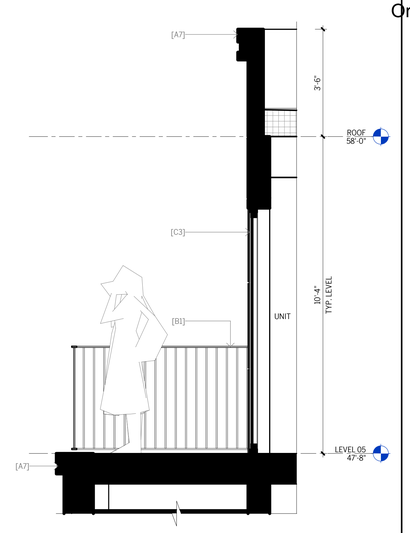
WALL SECTION 1 (MAIN ENTRY OVER W VALLEY PKWY) 2

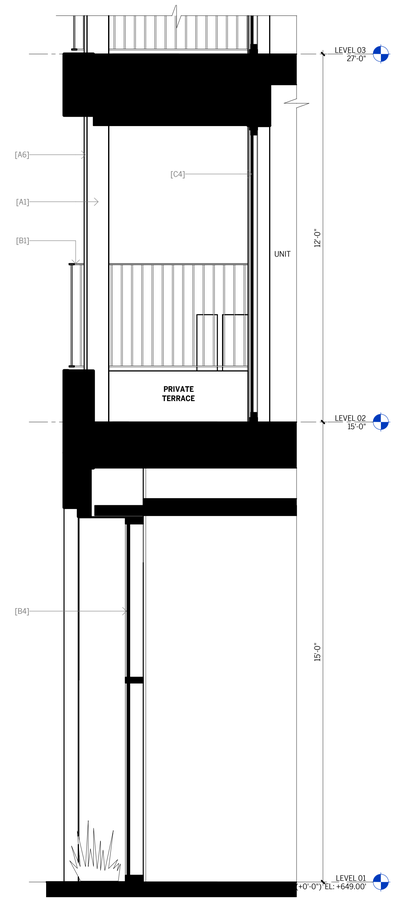
SCALE: 1/2" = 1'-0"



WALL SECTION 2 (ARCH OVER W VALLEY PKWY) 1

SCALE: 1/2" = 1'-0"





A1	Light cement plaster, sand finish
A2	Dark cement plaster, sand finish
A3	Light brown cement plaster on level 5, sand finish
A4	Accent color cement plaster, sand finish
A6	Light fluted cement plaster molding
A7	Cement plaster molding
A8	Public art wall feature
B1	Prefinished aluminum bar pickets railing in dark bronze color
B2	Aluminum screen in dark bronze color
B3	Custom formed aluminum overhang in dark bronze color
B4	Storefront with metal panel base and head, in dark bronze color
B5	Storefront with metal panel base and head, in green color
B6	Double-height aluminum panel arch and signage area in green color
B7	Rolling overhead aluminum garage door
B8	Aluminum screening for mechanical equipment
C1	Vinyl windows, 8'x4.5', in dark bronze color
C2	Vinyl windows, 8'x2', in dark bronze color
C3	Vinyl window and door in typ. Balconies, 8'x6', in dark bronze color
C4	Vinyl window and door in 2nd level. Balconies, 9'-8"x6', in dark bronze color
D1	Wood pergola attached to soffit
D2	Wood planks on balcony soffits
D3	Privacy wood slats on balcony
L1	Exterior lighting wall mounted, bega dual light emission ip 65

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WALL SECTIONS

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DESIGN DEVELOPMENT

G2.5

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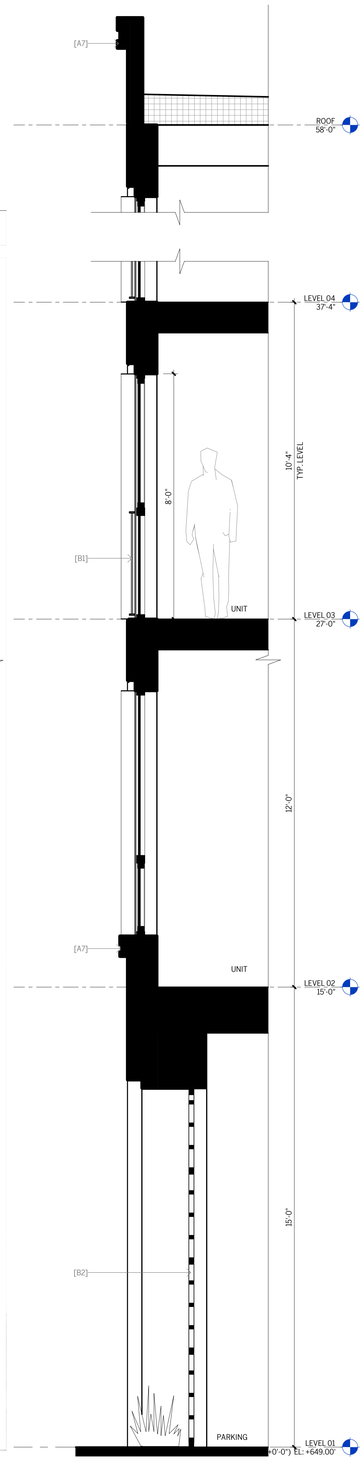
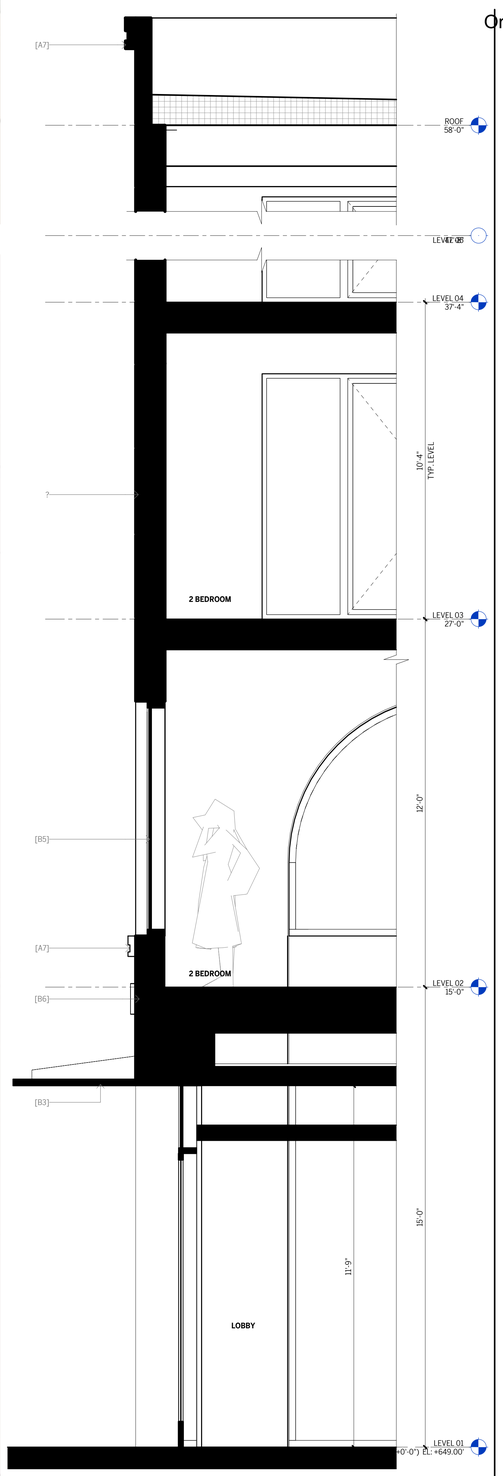
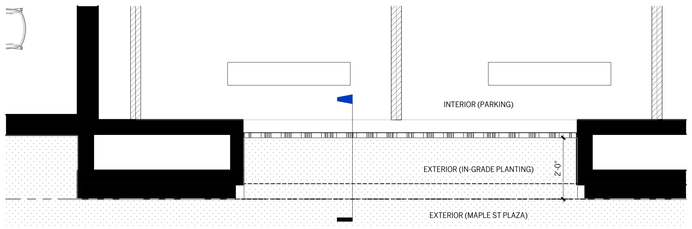
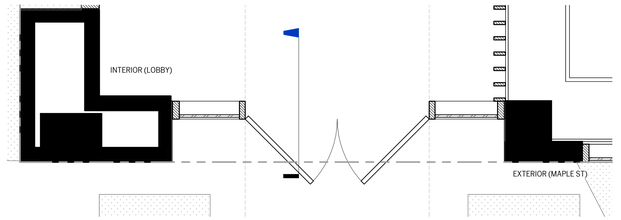






WALL SECTION 3 (ARCHWAY OVER MAPLE ST) 2

SCALE: 1/2" = 1'-0"



WALL SECTION 4 (MAIN ARCH ON ENTRY) 1

SCALE: 1/2" = 1'-0"

A1	Light cement plaster, sand finish
A2	Dark cement plaster, sand finish
A3	Light brown cement plaster on level 5, sand finish
A4	Accent color cement plaster, sand finish
A6	Light fluted cement plaster molding
A7	Cement plaster molding
A8	Public art wall feature
B1	Prefinished aluminum bar pickets railing in dark bronze color
B2	Aluminum screen in dark bronze color
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C4	Vinyl window and door in 2nd level. Balconies, 9'-8"x6', in dark bronze color
D1	Wood pergola attached to soffit
D2	Wood planks on balcony soffits
D3	Privacy wood slats on balcony
L1	Exterior lighting wall mounted, bega dual light emission ip 65

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WALL SECTIONS

PROJECT #: 23036.000
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SCALE: 1/2" = 1'-0"
DESIGN DEVELOPMENT

G2.6

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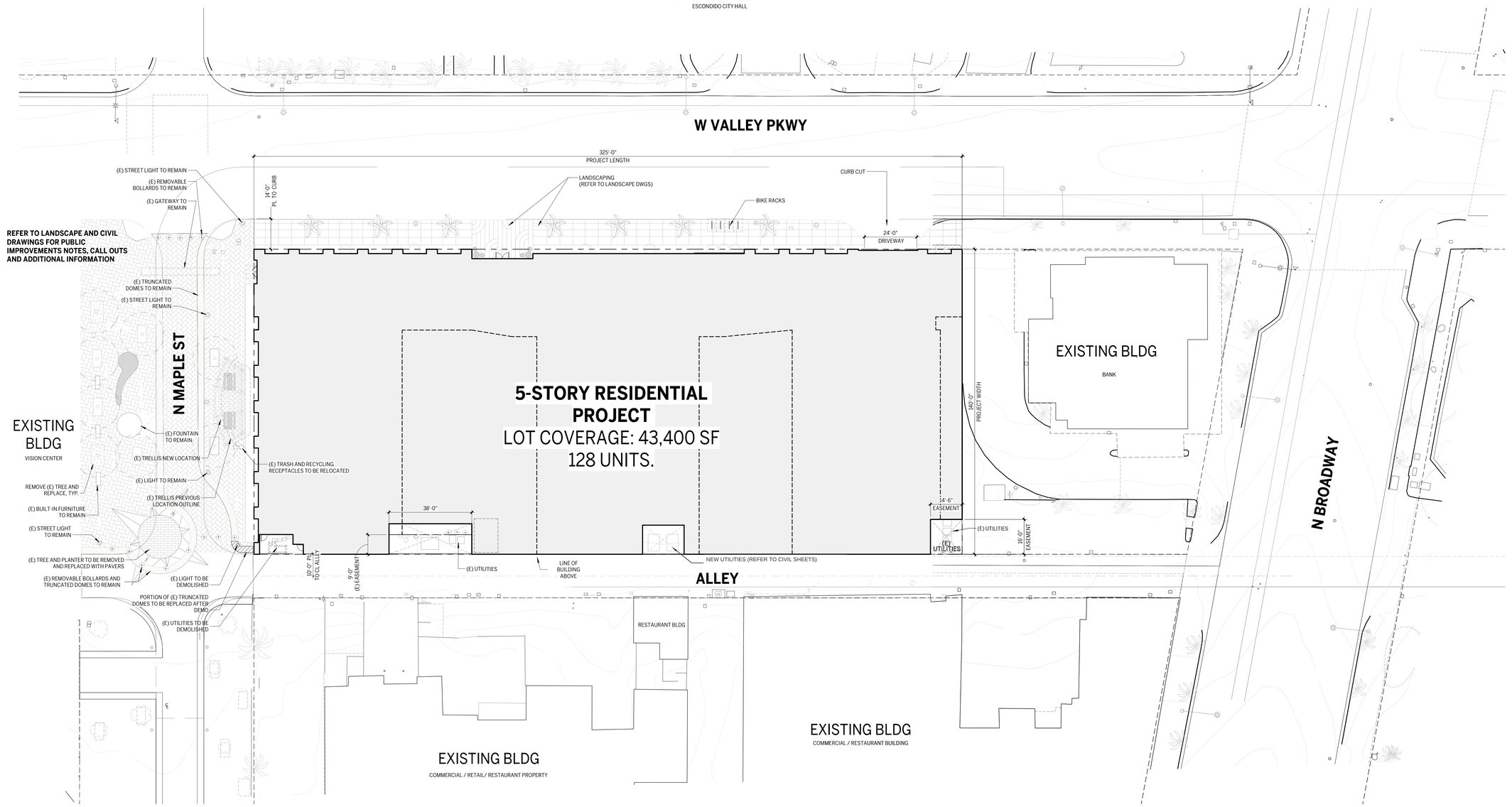

PROPOSED SITE PLAN 1

SCALE: 1" = 20'-0"

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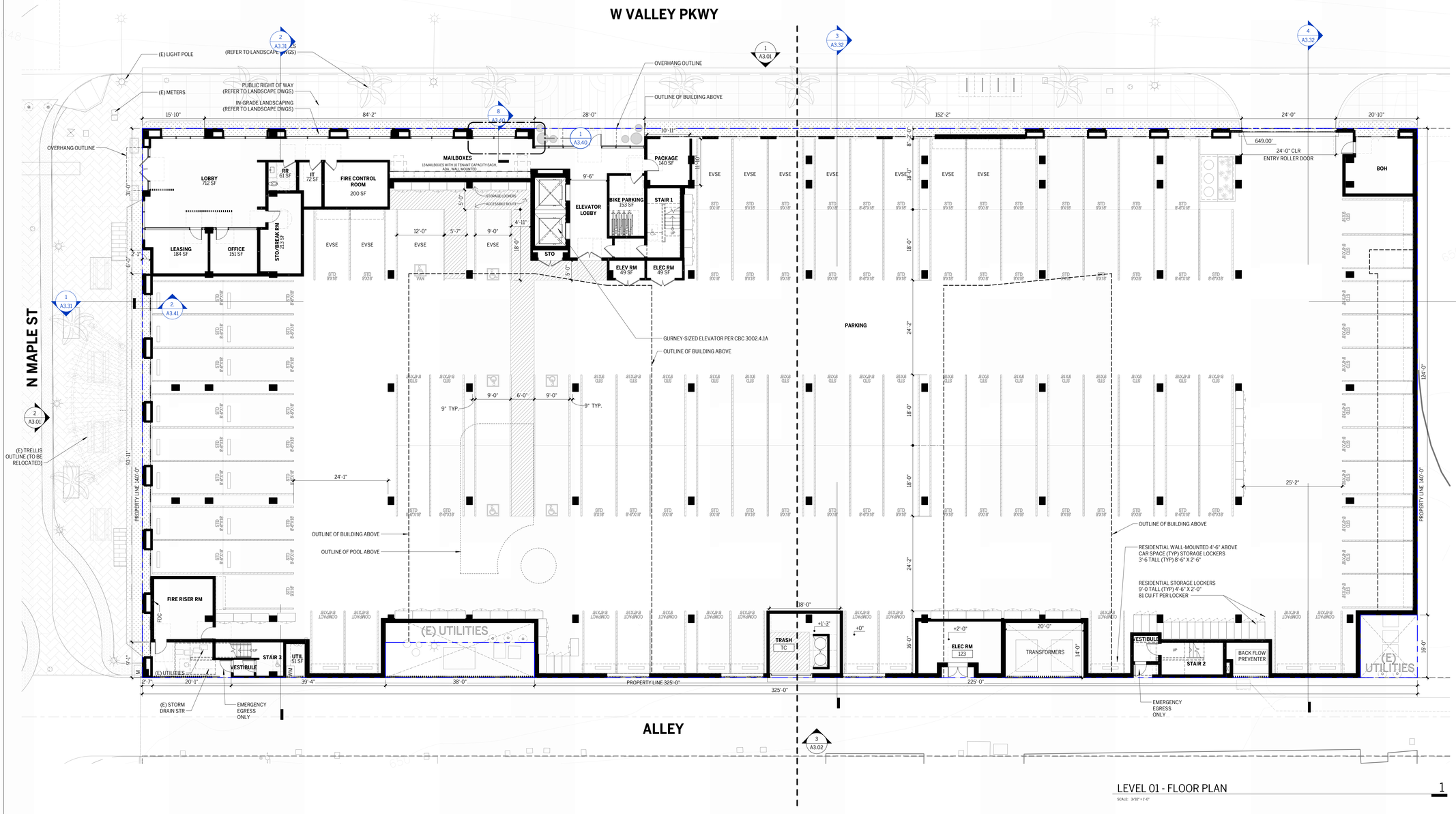
PROPOSED SITE PLAN

PROJECT #: 23036.000
DATE: 09/20/25
SCALE: 1" = 20'-0"

ENTITLEMENT SET

A1.0



LEVEL 01 - FLOOR PLAN 1

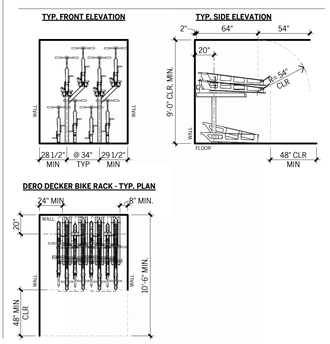
SCALE: 3/32" = 1'-0"

PLAN LEGEND

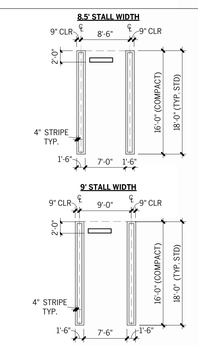
	NON-RATED WALL
	1-HR WALL
	2-HR WALL
	3-HR WALL
	4-HR WALL
	STRUCTURAL ELEMENT
101	DOOR TAG
XX	KEYNOTE
WXXX	WALL TAG
FX.XX	FIXTURE TAG
W1	WINDOW TAG
3	REVISION TAG
S1	STOREFRONT TAG
F.E.C.	FIRE EXTINGUISHER CABINET

NOTES:
1. WALL LEGEND GRAPHICALLY DEPICTS FIRE RATING IN HOURS, REFER TO WALL TAGS FOR EXACT ASSEMBLY AS SEVERAL WALL TYPES HAVE THE SAME HOUR RATING.
2. ALL EXTERIOR WALLS SHALL COMPLY WITH CBC TABLE 601 & 602 FOR THE FIRE-RESISTANT RATING REQUIREMENTS.
3. ALL OPENINGS SHALL COMPLY WITH CBC TABLE 716.1(2) & 716.1(3) FOR THE FIRE-RESISTANT RATING REQUIREMENTS.

BIKE RACK DETAIL



TYP. PARKING STALL STRIPING



PARKING COUNT

STALL TYPE	STALLS COUNT	STALLS TOTAL %	TANDEM STALLS TANDEM COUNT	TANDEM STALLS TANDEM %
Accessible - 9'-0" x 18'-0"	5	4%	0	0%
Accessible Van - 12'-0" x 18'-0"	1	1%	0	0%
Compact -8'-6" x 16'-0"	11	10%	0	0%
Compact - 9' x 16'-0"	1	1%	0	0%
Standard -8'-6" x 18'-0"	43	38%	10	9%
Standard - 9'-0" x 18'-0"	52	46%	11	10%
TOTAL PROVIDED SPACES: 113	113	100%	21	18%

EV PARKING CATEGORY	RATIO (COUNTED FOR NON-TANDEM STALLS)	REQUIRED	PROVIDED
EV READY	40% PER CALGREEN 4.106.4.2.2 (EV RECEPTACLES)	46	47
EVSE	10% PER CALGREEN 4.106.4.2.2 (EV CHARGERS)	11	11
NON-EV STALLS	N/A	N/A	55
Grand total: 113			113

PER 11B-228.3.1.1 ACCESSIBLE VAN EVCS STALL AND 1 ACCESSIBLE STANDARD EVCS STALL ARE REQUIRED BASED ON TOTAL NUMBER OF EVCS AT FACILITY (5 TO 25 RANGE) . THIS STALLS SHALL HAVE AN ACCESS AISLE OF MIN. 60" AND CLEAR FLOOR SPACE ON AN ACCESSIBLE ROUTE, PER 11B-812.9

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LEVEL 1

PROJECT #: 23036.000
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SCALE: As indicated
DESIGN DEVELOPMENT

A2.1

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LEVEL 02 - FLOOR PLAN 1

SCALE: 3/32" = 1'-0"

PLAN LEGEND

- NON-RATED WALL
- 1-HR WALL
- 2-HR WALL
- 3-HR WALL
- 4-HR WALL
- STRUCTURAL ELEMENT
- 101 DOOR TAG
- WXXX WALL TAG
- W1 WINDOW TAG
- S1 STOREFRONT TAG
- XX KEYNOTE
- FX.XX FIXTURE TAG
- 3 REVISION TAG
- F.E.C. FIRE EXTINGUISHER CABINET

NOTES:
1. WALL LEGEND GRAPHICALLY DEPICTS FIRE RATING IN HOURS, REFER TO WALL TAGS FOR EXACT ASSEMBLY AS SEVERAL WALL TYPES HAVE THE SAME HOUR RATING.
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3. ALL OPENINGS SHALL COMPLY WITH CBC TABLE 716.1(2) & 716.1(3) FOR THE FIRE-RESISTANT RATING REQUIREMENTS.

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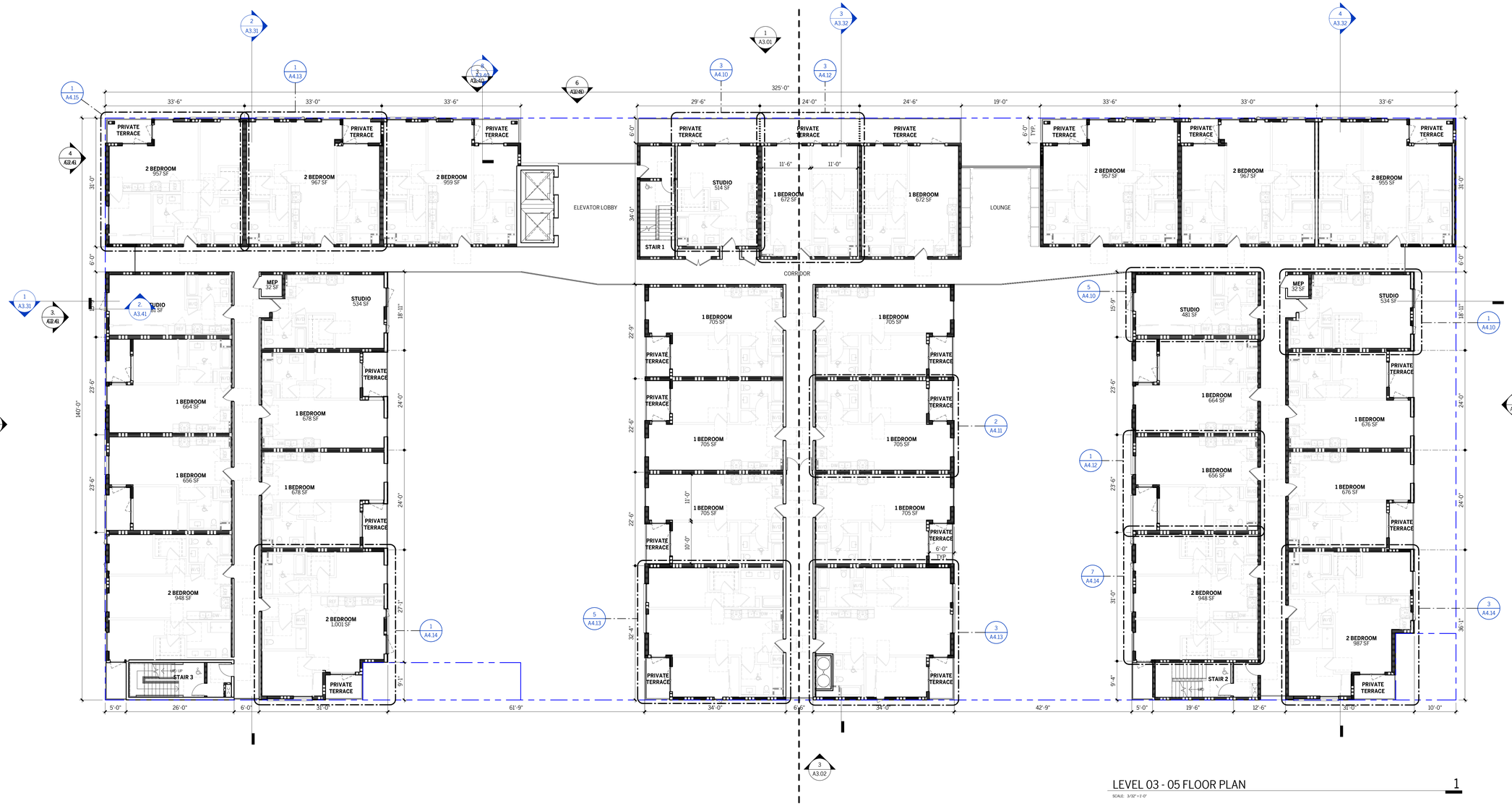
LEVEL 2

PROJECT #: 23036.000
DATE:
SCALE: 3/32" = 1'-0"
DESIGN DEVELOPMENT

A2.2



LEVEL 03 - 05 FLOOR PLAN 1

SCALE: 3/32" = 1'-0"

PLAN LEGEND

- NON-RATED WALL
- 1-HR WALL
- 2-HR WALL
- 3-HR WALL
- 4-HR WALL
- STRUCTURAL ELEMENT
- 101 DOOR TAG
- XX KEYNOTE
- WXXX WALL TAG
- FX.XX FIXTURE TAG
- W1 WINDOW TAG
- 3 REVISION TAG
- S1 STOREFRONT TAG
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LEVEL 3-5 TYPICAL

PROJECT #: 23036.000
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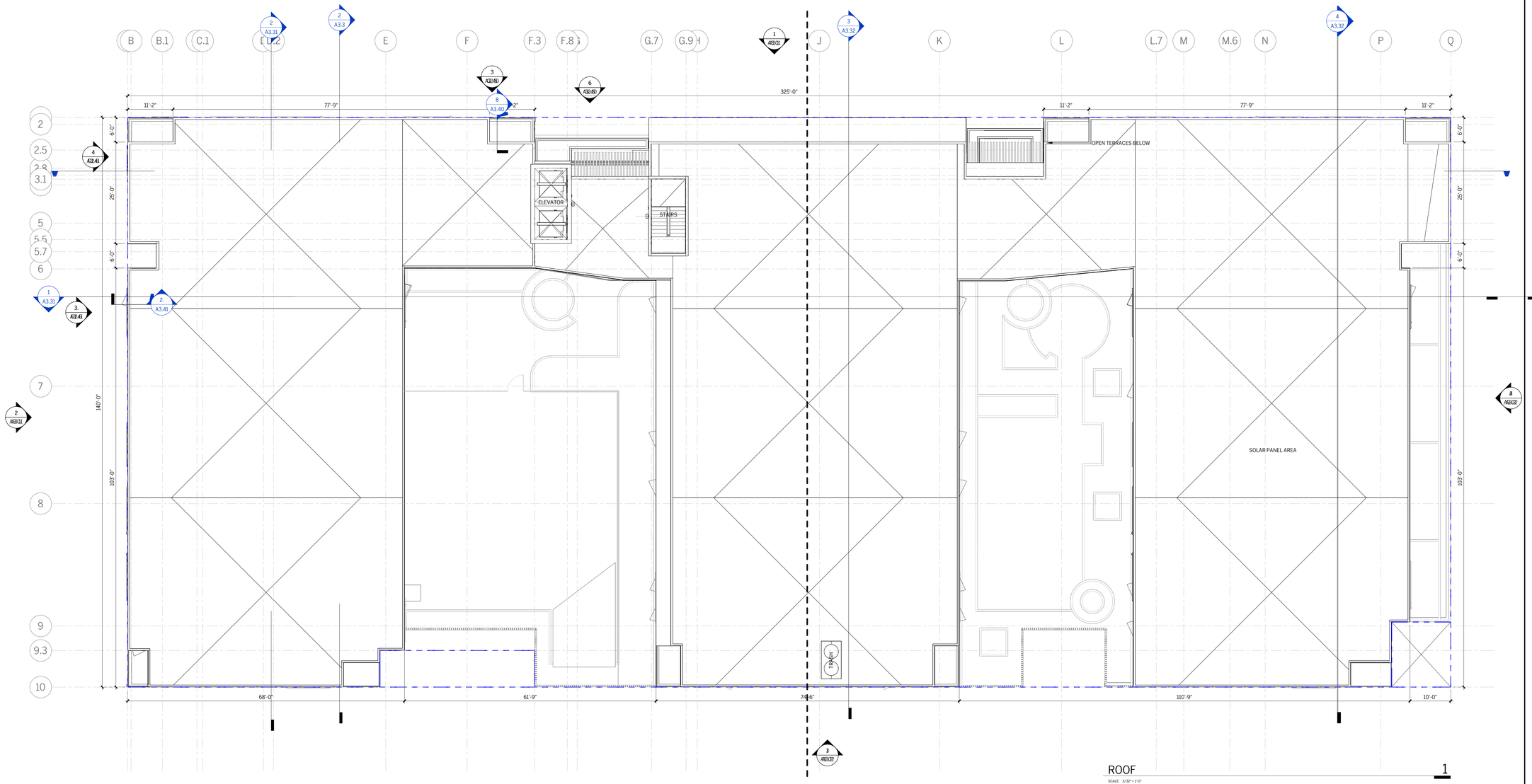
SCALE: 3/32" = 1'-0"
DESIGN DEVELOPMENT

A2.3



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ROOF PLAN

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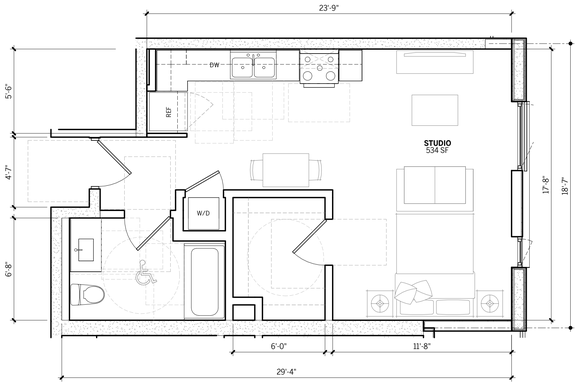
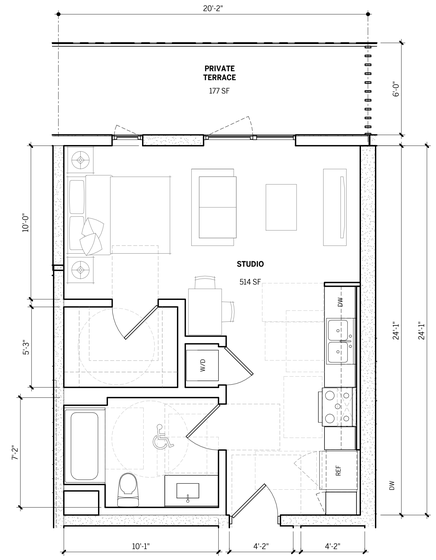
A2.6



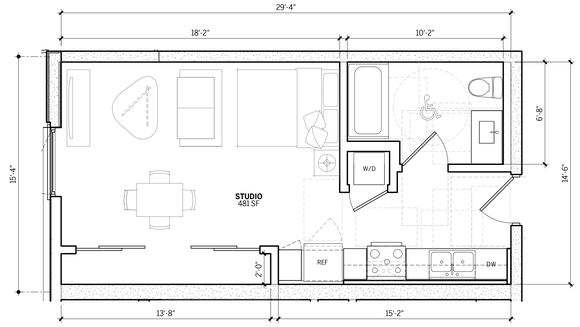
STUDIO S.1 ENLARGED PLAN 1

SCALE: 1/4" = 1'-0"



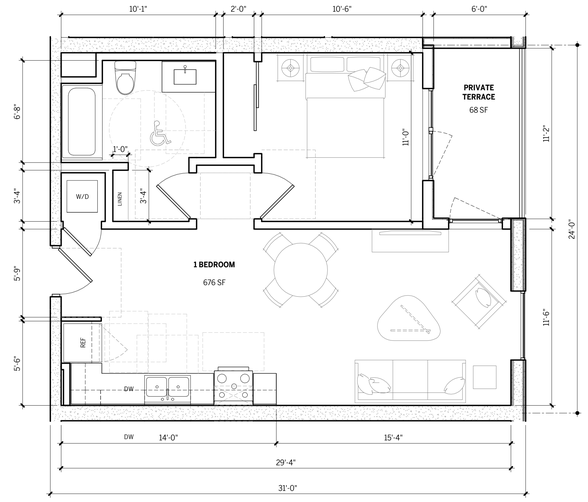
STUDIO S.2 ENLARGED PLAN 2

SCALE: 1/4" = 1'-0"



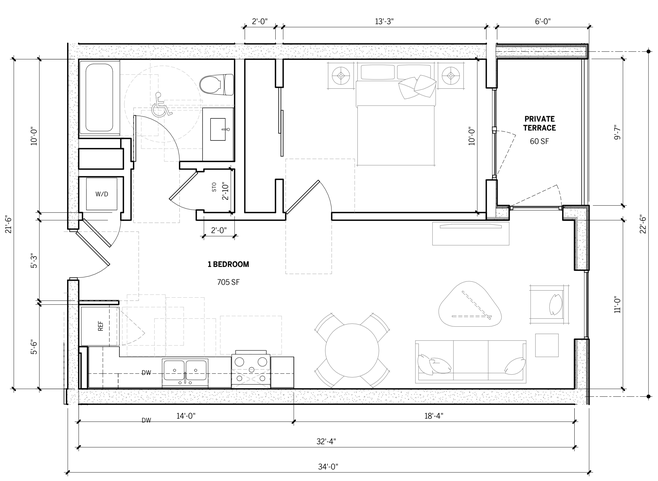
STUDIO S.3 ENLARGED PLAN 3

SCALE: 1/4" = 1'-0"



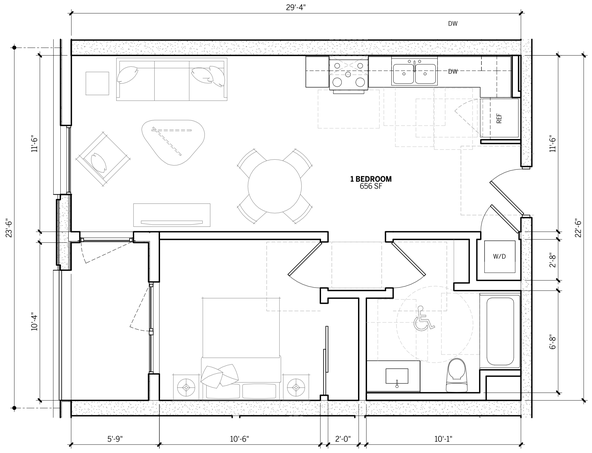
A.1 (1BD) ENLARGED PLAN 4

SCALE: 1/4" = 1'-0"



A.2 (1BD) ENLARGED PLAN 5

SCALE: 1/4" = 1'-0"



A.3 (1BD) ENLARGED PLAN 6

SCALE: 1/4" = 1'-0"

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ESCONDIDO, CA 92025

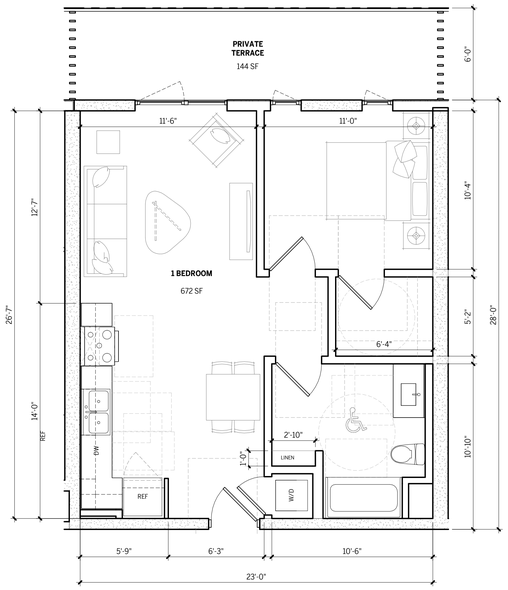
REV	DATE	ISSUE
5	09/10/25	Entitlement Set
4	4/30/25	Entitlement Set
3	11/27/24	Plan Review comments
2	9/04/24	Plan Review comments
1	04/01/24	Entitlement Set

TYPICAL UNITS

PROJECT #: 23036.000
DATE:
SCALE: 1/4" = 1'-0"
DESIGN DEVELOPMENT

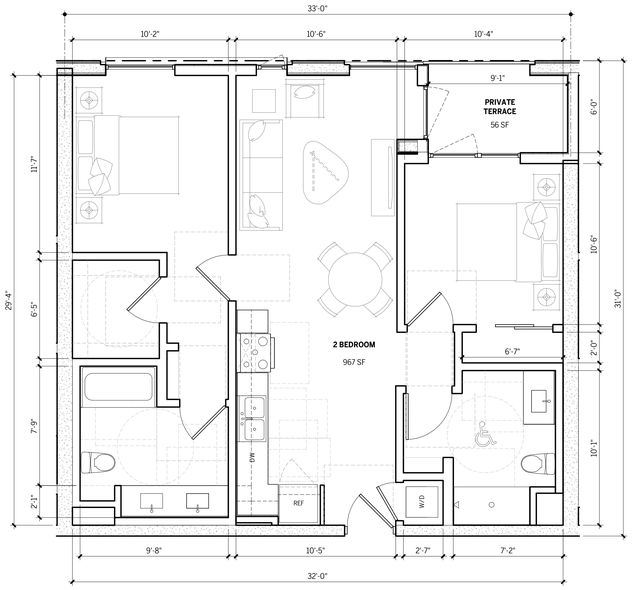
A2.10E

Ordinance No. 2025-13
Exhibit "G"



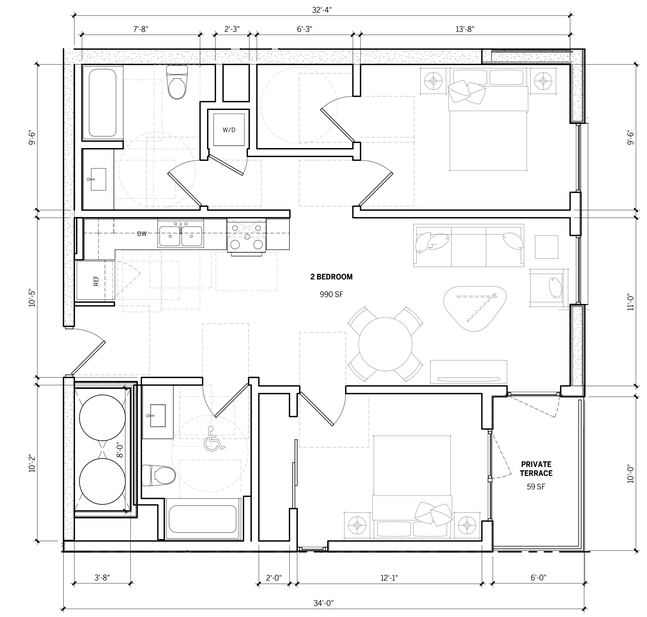
A.4 (1BD) ENLARGED PLAN 4

SCALE: 1/4" = 1'-0"



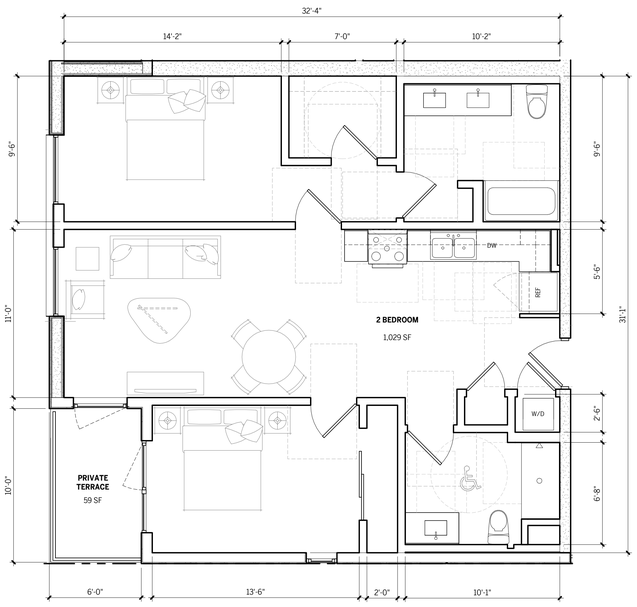
B.1 (2BD) ENLARGED PLAN 1

SCALE: 1/4" = 1'-0"



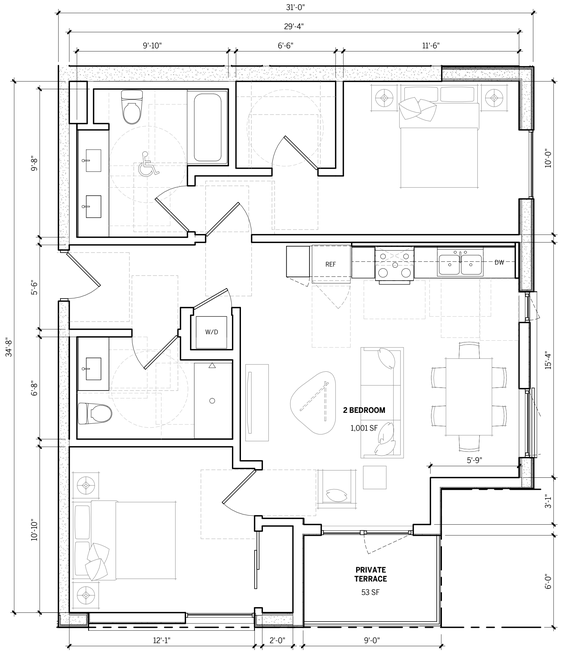
B.2 (2BD) ENLARGED PLAN 2

SCALE: 1/4" = 1'-0"



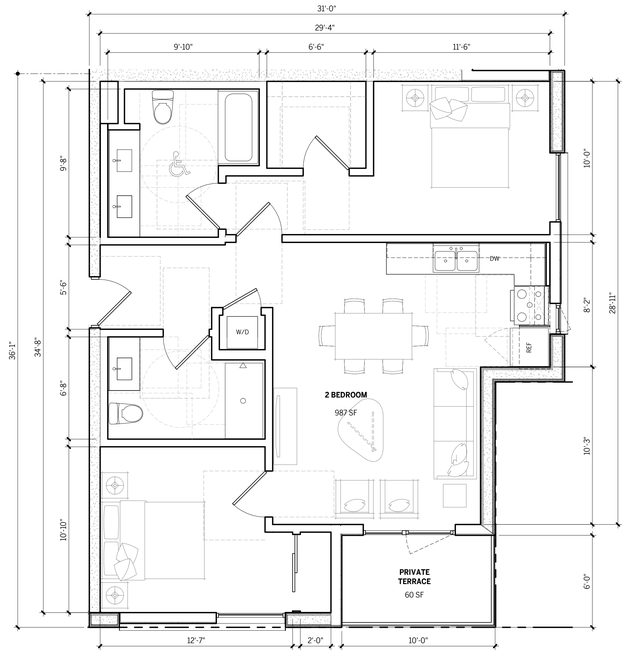
B.3 (2BD) ENLARGED PLAN 3

SCALE: 1/4" = 1'-0"



B.4 (2BD) ENLARGED PLAN 5

SCALE: 1/4" = 1'-0"



B.5 (2BD) ENLARGED PLAN 6

SCALE: 1/4" = 1'-0"

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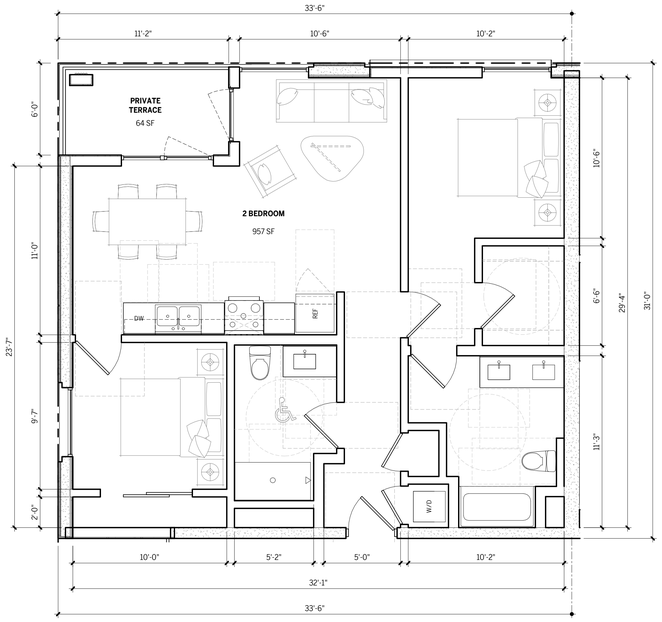
1	04/01/24	Entitlement Set

TYPICAL UNITS

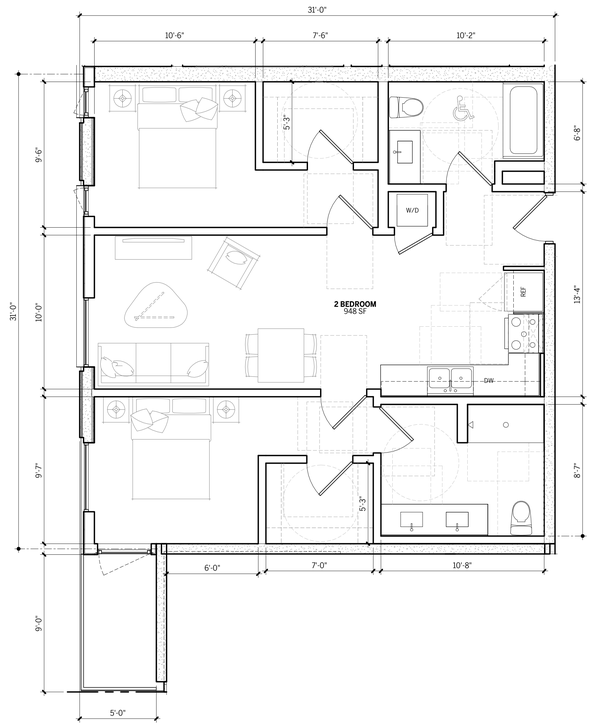
PROJECT #: 23036.000
DATE:
SCALE: 1/4" = 1'-0"
DESIGN DEVELOPMENT

A2.11E



B.6 (2BD) ENLARGED PLAN 1

SCALE: 1/4" = 1'-0"



B.7 (2BD) ENLARGED PLAN 2

SCALE: 1/4" = 1'-0"

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REV	DATE	ISSUE
5	09/10/25	Entitlement Set
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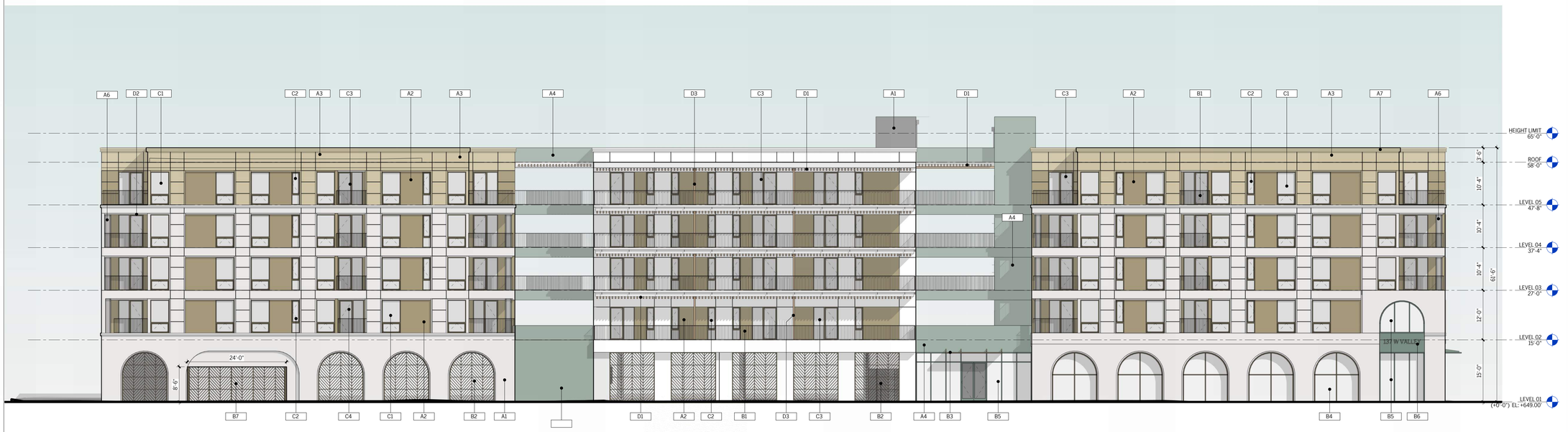
1	04/01/24	Entitlement Set

TYPICAL UNITS

PROJECT #: 23036.000
DATE:
SCALE: 1/4" = 1'-0"
DESIGN DEVELOPMENT

A2.12E



NORTH ELEVATION (W VALLEY PKWY) 1

SCALE: 3/32" = 1'-0"

WEST ELEVATION (MAPLE ST) 2

SCALE: 3/32" = 1'-0"

A1	Light cement plaster, sand finish
A2	Dark cement plaster, sand finish
A3	Light brown cement plaster on level 5, sand finish
A4	Accent color cement plaster, sand finish
A6	Light fluted cement plaster molding
A7	Cement plaster molding
A8	Public art wall feature
B1	Prefinished aluminum bar pickets railing in dark bronze color
B2	Aluminum screen in dark bronze color
B3	Custom formed aluminum overhang in dark bronze color
B4	Storefront with metal panel base and head, in dark bronze color
B5	Storefront with metal panel base and head, in green color
B6	Double-height aluminum panel arch and signage area in green color
B7	Rolling overhead aluminum garage door
B8	Aluminum screening for mechanical equipment
C1	Vinyl windows, 8'x4.5', in dark bronze color
C2	Vinyl windows, 8'x2', in dark bronze color
C3	Vinyl window and door in typ. Balconies, 8'x6', in dark bronze color
C4	Vinyl window and door in 2nd level. Balconies, 9'-8"x6', in dark bronze color
D1	Wood pergola attached to soffit
D2	Wood planks on balcony soffits
D3	Privacy wood slats on balcony
L1	Exterior lighting wall mounted, bega dual light emission ip 65

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ELEVATIONS

PROJECT #: 23036.000
DATE:
SCALE: 3/32" = 1'-0"
DESIGN DEVELOPMENT

A3.1

EXTERIOR WALL OPENINGS PER 705.8: 10'-0" FROM PROPERTY LINE TO ALLEY CL (UP,S) 45% MAX. ALLOWED.

FACADE SF (L2-ROOF)	RATIO	MAX. ALLOWED	PROPOSED
9,800 SF	45% MAX. OPENINGS	4,410 SF	2,070 SF

SOUTH ELEVATION (ALLEY) 1

SCALE: 3/32" = 1'-0"

EXTERIOR WALL OPENINGS PER 705.8: 10'-0" FROM PL TO BUILDING FACE (UP,S) 45% MAX. ALLOWED.

FACADE SF (L2-ROOF)	RATIO	MAX. ALLOWED	PROPOSED
4,170 SF	45% MAX. OPENINGS	1,876.5 SF	1,350 SF

EAST ELEVATION 2

SCALE: 3/32" = 1'-0"

A1	Light cement plaster, sand finish
A2	Dark cement plaster, sand finish
A3	Light brown cement plaster on level 5, sand finish
A4	Accent color cement plaster, sand finish
A6	Light fluted cement plaster molding
A7	Cement plaster molding
A8	Public art wall feature
B1	Prefinished aluminum bar pickets railing in dark bronze color
B2	Aluminum screen in dark bronze color
B3	Custom formed aluminum overhang in dark bronze color
B4	Storefront with metal panel base and head, in dark bronze color
B5	Storefront with metal panel base and head, in green color
B6	Double-height aluminum panel arch and signage area in green color
B7	Rolling overhead aluminum garage door
B8	Aluminum screening for mechanical equipment
C1	Vinyl windows, 8'x4.5', in dark bronze color
C2	Vinyl windows, 8'x2', in dark bronze color
C3	Vinyl window and door in typ. Balconies, 8'x6', in dark bronze color
C4	Vinyl window and door in 2nd level. Balconies, 9'-8"x6', in dark bronze color
D1	Wood pergola attached to soffit
D2	Wood planks on balcony soffits
D3	Privacy wood slats on balcony
L1	Exterior lighting wall mounted, bega dual light emission ip 65

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ELEVATIONS

PROJECT #: 23036.000
DATE:
SCALE: 3/32" = 1'-0"
DESIGN DEVELOPMENT

A3.2

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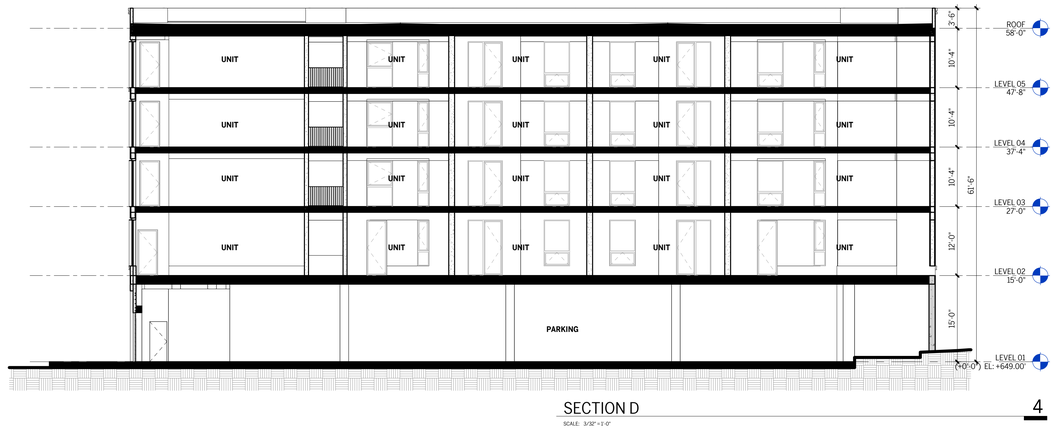
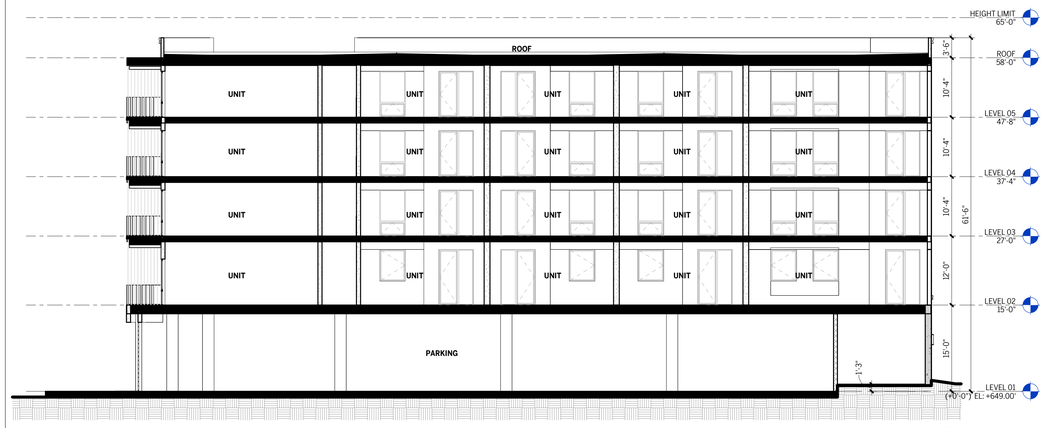
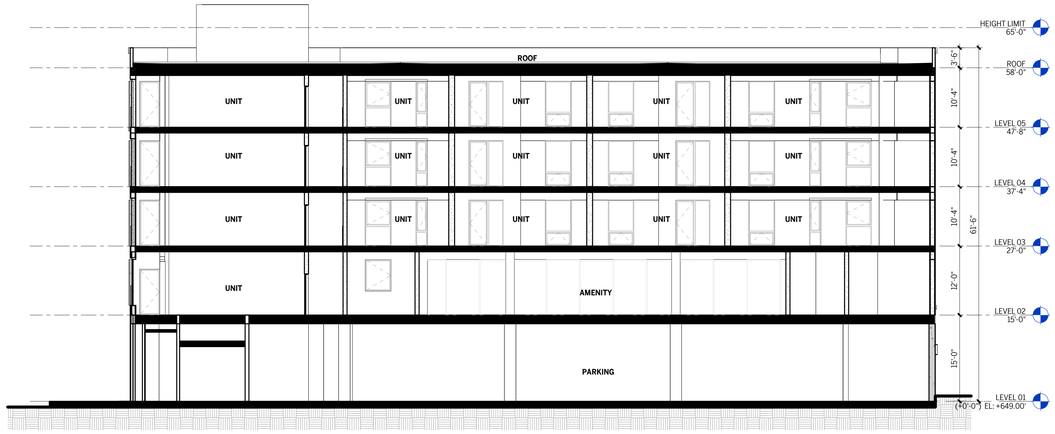


SECTION D
SCALE: 3/32" = 1'-0"
4



SECTION C
SCALE: 3/32" = 1'-0"
3



SECTION B
SCALE: 3/32" = 1'-0"
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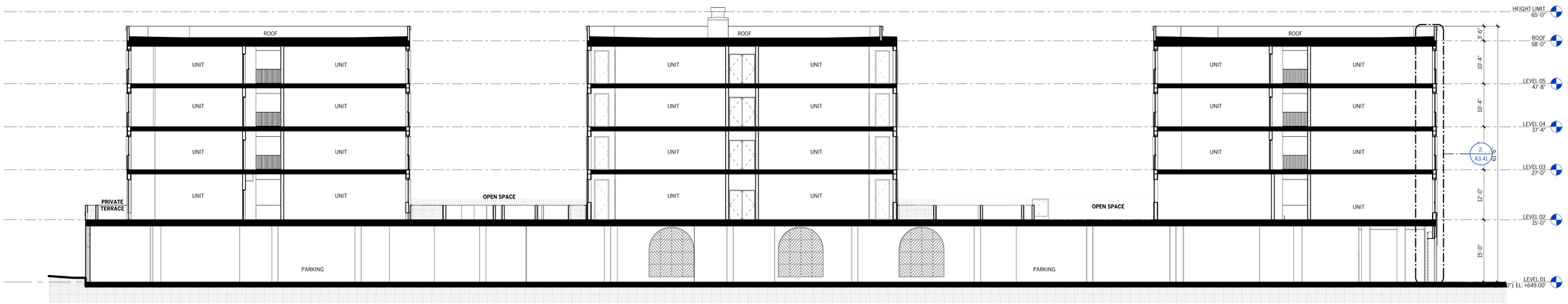

SECTION A
SCALE: 3/32" = 1'-0"
1

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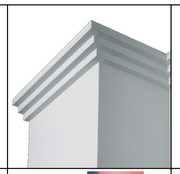
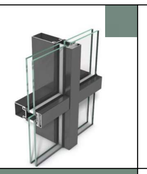
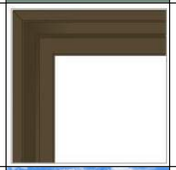
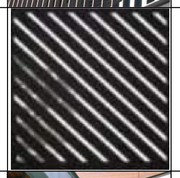
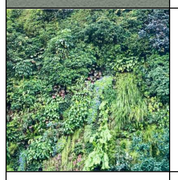
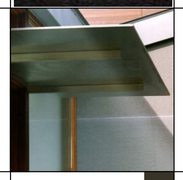
SECTIONS

PROJECT #: 23036.000
DATE:
SCALE: 3/32" = 1'-0"
DESIGN DEVELOPMENT

A3.3

	A1. LIGHT CEMENT PLASTER, SAND FINISH		A7. CEMENT PLASTER MOLDING		B5. STOREFRONT WITH METAL PANEL BASE AND HEAD, IN GREEN COLOR
	A2. DARK CEMENT PLASTER, SAND FINISH		A8. PUBLIC ART WALL FEATURE		B6. DOUBLE-HEIGHT ALUMINUM PANEL ARCH AND SIGNAGE AREA IN GREEN COLOR
	A3. LIGHT BROWN CEMENT PLASTER, SAND FINISH		B1. PREFINISHED ALUMINUM BAR PICKETS RAILING IN DARK BRONZE		C0. VINYL WINDOWS AND DOORS IN VARIOUS SIZES, DARK BRONZE COLOR
	A4. GREEN CEMENT PLASTER, SAND FINISH		B2. ALUMINUM SCREEN IN DARK BRONZE COLOR		D1. WOOD PERGOLA
	A5. GREEN WALL OVER ACCENT GREEN COLOR		B3. CUSTOM FORMED ALUMINUM OVERHANG IN DARK BRONZE COLOR		D2. WOOD SLATS ATTACHED TO BALCONY SOFFIT
	A6. FLUTED CEMENT PLASTER FINISH IN LIGHT COLOR		B4. STOREFRONT WITH METAL PANEL BASE AND HEAD, IN DARK BRONZE COLOR		D3. PRIVACY WOOD SLATS ON BALCONY

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MATERIAL BOARD

PROJECT #: 23036.000
DATE:
SCALE: 1/8" = 1'-0"
DESIGN DEVELOPMENT

A3.4

EXHIBIT "H"

PLANNING CASE NOS. PL24-0091/PL24-0092/PL24-0093/PL24-0092/PL25-0324

CONDITIONS OF APPROVAL

This Project is conditionally approved as set forth on the application received by the City of Escondido on **April 1, 2024**, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans and Colored Elevations; all designated as **approved** on **December 17, 2025**, and shall not be altered without express authorization by the Development Service Department.

For the purpose of these conditions, the term "Applicant" shall also include the Project proponent, owner, permittee, and the Applicant's successors in interest, as may be applicable.

A. General:

1. **Acceptance of Permit.** If the Applicant fails to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:

   a. Acceptance of the Permit by the Applicant; and

   b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.

2. **Permit Expiration.** If the Permit was filed as or concurrent with a Tentative Map or Planned Development application, the Permit shall expire 36 months from the effective date of approval, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code. If not filed as concurrent with a Tentative Map or Planned Development application, the Permit shall automatically expire after one year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

   The Permit shall be deemed expired if a building permit has not been obtained or work has been discontinued in the reliance of that building permit. If no building permits are required, the City may require a noticed hearing to be scheduled before the authorized agency to determine if there has been demonstrated a good faith intent to proceed, pursuant to and in accordance with the provision of this Permit.

3. **Certification.** The Director of Development Services, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. A final Approved Plan set, shall be submitted to the Planning Division for certification electronically. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.

4. **Conformance to Approved Plans.**

   a. The operation and use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.

   b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.

   c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Development Services to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Such "minor" modifications shall be processed through a substantial conformance process identified by the Planning Division. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

5. **Limitations on Use.** Prior to any use of the Project site pursuant to this Permit, all Conditions of Approval contained herein shall be completed or secured to the satisfaction of the Development Services Department.

6. **Certificate of Occupancy.**

   a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.

   b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Development Services.

7. **Availability of Permit Conditions.**

   a. Prior to building permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.

   b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

8. **Right to Entry.** The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

9. **Compliance with Federal, State, and Local Laws.** Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

   No part of this Permit's approval shall be construed to permit a violation of any part of the Escondido Municipal or Zoning Code. During Project construction and after Project completion, the Applicant shall ensure the subject land use activities covered by this Permit is conducted in full compliance with all local and state laws.

10. **Fees.** The appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Development Services. Through plan check processing, the Applicant shall pay development fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Development Services Department.

    Approval of this development project is conditioned upon payment of all applicable development fees and connection fees in the manner provided in Chapter 6 of the Escondido Municipal Code.

11. **Public Art Partnership Program.** All requirements of the Public Art Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

12. **Environmental Filing.**

    a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increase after the date of this approval, the Applicant shall be responsible for the increase.

    a. For more information on filing fees, please refer to the County Clerk's Office and/or the California Code of Regulations, Title 14, Section 753.5.

13. **Legal Description Adequacy.** The legal description attached to the application has been provided by the Applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.

14. **Application Accuracy.** The information contained in the application and all attached materials are assumed to be correct, true, and complete. The City of Escondido is relying on the accuracy of this information and Project-related representations in order to process this application. Any permits issued by the City may be rescinded if it is determined that the information and materials submitted are not true and correct. The Applicant may be liable for any costs associated with rescission of such permits.

15. **Enforcement.** If any of the terms, covenants, or conditions contained herein shall fail to occur or if they are, by their terms, to be implemented and maintained over time, the City of Escondido shall have the right to deny or withhold subsequent permit approvals or permit inspections that are derived from the

application entitlements herein granted; issue stop work orders; pursue abatement orders, penalties, or other administrative remedies as set forth in state and local laws; or institute and prosecute litigation to compel compliance with such terms, covenants, or conditions or seek damages for their violation. The Applicant shall be notified in advance prior to any of the above actions being taken by the City and shall be given the opportunity to remedy any deficiencies identified by the City.

16. Indemnification, Hold Harmless, Duty to Defend.

a. The Applicant shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City, its Councilmembers, Planning Commissioners, boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, at law or in equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with (i) any business, work, conduct, act, omission, or negligence of the Applicant or the owner of the Property (including the Applicant's or the owner of the Property's contractors, subcontractors, licensees, sublessees, invitees, agents, consultants, employees, or volunteers), or such activity of any other person that is permitted by the Applicant or owner of the Property, occurring in, on, about, or adjacent to the Property; (ii) any use of the Property, or any accident, injury, death, or damage to any person or property occurring in, on, or about the Property; or (iii) any default in the performance of any obligation of the Applicant or the owner of the Property to be performed pursuant to any condition of approval for the Project or agreement related to the Project, or any such claim, action, or proceeding brought thereon. Provided, however, that the Applicant shall have no obligation to indemnify, hold harmless, or defend the City as to any Claims that arise from the sole negligence or willful misconduct of the City. In the event any such Claims are brought against the City, the Applicant, upon receiving notice from the City, shall defend the same at its sole expense by counsel reasonably acceptable to the City and shall indemnify the City for any and all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City).

b. The Applicant further and separately agrees to and shall indemnify, hold harmless, and defend the City (including all Indemnified Parties) from and against any and all Claims brought by any third party to challenge the Project or its approval by the City, including but not limited to any Claims related to the Project's environmental determinations or environmental review

documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Project approvals. Such indemnification shall include the Applicant's payment for any and all administrative and litigation costs and expenses incurred by the City in defending against any such Claims, including payment for all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).

c. The City, in its sole discretion and upon providing notice to the Applicant, may require the Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Applicant in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Applicant shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

17. Phasing. A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

B. Construction, Maintenance, and Operation Obligations:

1. Code Requirements. All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code, California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of Development Services, Building Official, City

Engineer, and the Fire Chief in carrying out the administration of said codes. Approval of this Permit request shall not waive compliance with any City regulations in effect at the time of Building Permit issuance unless specifically waived herein.

As a condition of receiving the land use approvals specified herein, Applicant shall maintain the property subject to the approvals in compliance with all applicable city codes governing the condition or appearance of property. In addition to compliance with such basic standards, the property subject to these approvals shall also be maintained free of trash, plant debris, weeds, and concrete (other than existing foundations and permanent structures). Any signs placed on the property advertising such property for sale or rent shall be in accordance with applicable laws, and be kept clean, in like-new condition, and free from fading and graffiti at all times. This condition shall be applicable from the date the land use is approved. The failure to comply with this condition shall subject the approvals specified herein to revocation for failure to comply.

2. **Agency License and Permitting.** In order to make certain on- or off-site improvements associated with the Approved Plan set, the Permit request may require review and clearance from other agencies. Nothing in these Conditions of Approval shall be construed as to waive compliance with other government agency regulations or to obtain permits from other agencies to make certain on- or off-site improvements prior to Final Map recordation, grading permit issuance, building permit issuance, or certificate of occupancy as required. This review may result in conditions determined by the reviewing agency.

   At all times during the effective period of this Permit, the Applicant and any affiliated responsible party shall obtain and maintain in valid force and effect, each and every license and permit required by a governmental agency for the construction, maintenance, and operation of the authorized activity.

3. **Utilities.** All new utilities and utility runs shall be underground, or fee payment in-lieu subject to the satisfaction of the City Engineer.

4. **Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.

5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).

6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.

7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.

8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.

9. **Anti-Litter**. The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.

10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.

11. **Trash Enclosures.** All appropriate trash enclosures or other approved trash systems shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.

12. **Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.

13. **Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.

14. **Construction Waste Reduction, Disposal, and Recycling.** Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction projects, the Applicant must submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential projects or portions thereof, or Section 5.408.1.4 for non-residential projects or portions thereof, demonstrating compliance with the California Green Building Standards Code sections cited above.

15. **Construction Equipment Emissions.** Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Development Services that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed replacement equipment has been evaluated using the California Emissions Estimator Model ("CalEEMod") or other industry standard emission estimation method, and documentation provided to the Planning Division confirms that necessary project-generated functional equivalencies in the diesel PM emissions level are achieved.

16. **Phasing.** A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

C. Parking and Loading/Unloading.

1. Parking spaces provided by the Applicant, and any additional parking spaces provided above the required minimum amount, shall be dimensioned per City standards and be maintained in a clean, well-marked condition. The striping shall be drawn on the plans or a note shall be included indicating double-striping per City standards.

2. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with the State Building Code.

3. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

4. Tandem parking provided shall not exceed 25% of the total residential units.

D. Landscaping: The property owner or management company assumes all responsibility for maintaining all on-site landscaping; any landscaping in the public right-of-way adjacent to the property, including potted plants; and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.

1. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.

2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.

3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.

4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.

5. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.

6. Landscaping Plans. Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.

a. A final landscape and irrigation plan shall be submitted to the Engineering Services Department for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal lf the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape

Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.

b. Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) is to be provided prior to final occupancy.

c. The installation of the landscaping and irrigation shall be inspected by the Project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The Applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.

d. Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Development Services.

e. New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, clinging non-deciduous or fast growing shrubbery that will screen the enclosures wall surface. The Director of Development Services shall find that the proposed landscaping design, material, or method provides approximate equivalence to the specific requirements of this condition or is otherwise satisfactory and complies with the intent of these provisions.

E. Specific Planning Division Conditions:

1. The Project shall comply with the revised Mitigation Monitoring and Reporting Program attached to the Fifth Addendum to the Final Enviromental Impact Report (FEIR) of the 2012 General Plan, Downtown Specific Plan update, and Climate Action Plan. The applicable measures have been summarized below:

Air Quality

Air-1: Construction Dust Control Measures. During grading activities for any future development within the General Plan Update planning area boundary, the onsite construction superintendent shall ensure implementation of standard best management practices to reduce the emissions of fugitive dust, including but not limited to the following actions:

i. Water any exposed soil areas a minimum of twice per day, or as allowed under any imposed drought restrictions. On windy days or when fugitive dust can be observed leaving the construction site, additional water will be applied at a frequency to be determined by the onsite construction superintendent.

ii. Temporary hydroseeding with irrigation will be implemented on all graded areas on slopes, and areas of cleared vegetation will be revegetated as soon as possible following grading activities in areas that will remain in a disturbed condition (but will not be subject to further construction activities) for a period greater than three months during the construction phase.

iii. Operate all vehicles on the construction site at speeds less than 15 miles per hour.

iv. Cover all stockpiles that will not be utilized within three days with plastic or equivalent material, to be determined by the onsite construction superintendent, or spray them with a non-toxic chemical stabilizer.

v. If a street sweeper is used to remove any track-out/carry-out, only PM10 efficient street sweepers certified to meet the most current South Coast Air Quality Management District Rule 1186 requirements shall be used. The use of blowers for removal of track-out/carry-out is prohibited under any circumstances.

Air-2: Air Quality Impact Assessment. An Air Quality Impact Analysis shall be prepared for projects within the General Plan Update boundary that exceed one of the air quality study trigger criteria in Table 4.3 12, Air Quality Impact Analysis Trigger Criteria.

Cultural and Palenotological Resources

Cul 3: Require that significant archaeological resources be preserved in-situ, as feasible. The incorporation of resources into historical parks and multiple use recreation parks shall be encouraged. When avoidance of impacts is not possible, data recovery mitigation shall be required for all significant resources. Any significant artifacts recovered during excavation, other than cultural material subject to repatriation, shall be curated with its associated records at a curation facility approved by the City. Excavation of deposits of Native American origin shall be coordinated with and monitored by local Native American representatives.

Cul 4: Develop management and restoration plans for identified and acquired properties with cultural resources.

Cul-5: Support the dedication of easements that protect important cultural resources by using a variety of funding methods, such as grant or matching funds, or funds from private organizations.

Cul-6: Protect significant cultural resources through coordination and consultation with the NAHC and local tribal governments, including SB-18 review.

Noise

Noi-1: Construction Vibration Best Management Practices. All general construction activities that take place within 100 feet of a building with the potential to be damaged by excessive vibration, or use pile-driving,

blasting, or other high-impact construction equipment within 200 feet of a daytime NSLU (public and private educational facilities, churches, libraries, museums, cultural facilities, golf courses and passive recreational parks) shall implement the following construction BMPs recommended by the Federal Railroad Administration in the High Speed Ground Transportation Noise and Vibration Impact Assessment (2005):

1. Sequence of operations:

a. Phase demolition, earthmoving, and ground-impacting operations so as not to occur in the same time period.

2. Alternative construction methods:

a. Avoid impact pile driving where possible in vibration-sensitive areas. Drilled piles or the use of a sonic or vibratory pile driver causes lower vibration levels where the geological conditions permit their use.

b. Select demolition methods not involving impact, where possible. For example, sawing bridge decks into sections that can be loaded onto trucks results in lower vibration levels than impact demolition by pavement breakers, and milling generates lower vibration levels than excavation using clam shell or chisel drops.

c. Avoid vibratory rollers and packers near sensitive areas.

2. Prior to issuance of a building permit, the Applicant shall execute and record the Development Agreement and comply with all associated terms and conditions of the agreement.

3. Pursuant to the Climate Action Plean Measure Consistency Checklist, the Applicant shall ensure compliance through construction notes on applicable post-entitlement plans (e.g. building, off-site improvements, etc.)

    a. Electric Vehicle Charging Stations (Measure T-1.2 & T-1.4)

        i. The Project shall comply with the most recently updated version of the California Building Energy Efficiency Standards (Title 24, Part 6).
        ii. A minimum of 10 percent of the total parking spaces shall be provided with electric vehicle charging stations.

    b. Pedestrian Infrastructure (Measure T-3.2)

        i. The Project shall improve the project frontage by including embellished landscaping, enhanced paving, bicycle racks, enhanced pedestrian lighting and a public art mural on the eastern side of the building. The southern side of the building facing the alley shall include include a public art piece and enhanced pedestrian lighting.

c. Alternatively Fueled Water Heaters (Measure E-4.1 and E-4.2)

    i. All units shall include an electric heat pump water heater.

d. Eletric Cooking Appliances (Measure E-4.2)

    i. All units shall include only electric cooking appliances.

e. Tree Planting (Measure C-9.1)

    i. The Applicant shall be pay in-lieu fee totaling $34,450 to be used for tree planting projects throughout the City.

4. Prior to issuance of a building permit, the Applicant shall submit for review of public art as detailed in Article 37 (Public Art) of the Escondido Zoning Code.

5. Pursuant to the Noise Analysis prepared by RECON, dated April 15, 2025, an interior noise assessment shall be submitted prior to building permit issuance identifying the necessary components to achieve interior noise levels of 45 CNEL.

6. Prior to issuance of a grading permit, the Applicant shall provide written verification to the City that a Native American monitor(s) associated with the Rincon Band of Luiseno Indians have been retained to implement a monitoring program. This verification shall be presented to the City in any contract execution. The City, prior to any preconstruction meeting, shall approve all persons involved in the monitoring program.

7. Prior to the issuance of a grading permit, the project applicant shall provide written evidence to the Escondido Planning Division that a qualified professional paleontologist has been retained to review the proposed project area to determine the potential for paleontological resources to be encountered. If there is a potential for paleontological resources to occur, the paleontologist shall identify the area(s) where these resources are expected to be present, and a qualified paleontological monitor shall be retained to monitor the initial cut in any areas that have the potential to contain paleontological resources. The paleontological monitor shall be present at the pre-grading conference, shall establish procedures for paleontological resource surveillance, and shall establish, in cooperation with the project applicant and the City of Escondido, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of any paleontological resources discovered during grading and construction, as appropriate. If the paleontological resources are found to be significant, the paleontological observer shall determine appropriate actions, in cooperation with the project applicant and the City of Escondido, for exploration and/or salvage. Because many small specimens

can only be recovered by screening and picking matrix, it is recommended that substantial matrix samples should be collected and processed to recover the fossils. All specimens recovered shall be prepared to the point of identification prior to their deposition into an accredited scientific institution. Costs of the provisions identified above shall be borne by the project developer or its agents. The paleontologist shall submit a follow-up report to the Escondido Planning Division, which shall include the period of inspection, an analysis of any artifacts found, and the present repository of the artifacts.

F. Specific Engineering Division Conditions:

ENGINEERING CONDITIONS OF APPROVAL
151 W. Valley Pkwy. – PL24-0091

GENERAL

1. The Developer shall provide the City Engineer with a current Preliminary Title Report covering subject property.

2. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with proposed project or improvements, these facilities shall be relocated subject to approval of the owner of the utility/facility prior to approval of Grading plans and issuance of Building Permits.

3. Improvement plans prepared by a Civil Engineer, required for all public street, public easement, utility, storm drain improvements and a Grading/Private Improvement plan prepared by Civil Engineer is required for all grading, drainage and private onsite improvement design shall be submitted for review through the City's virtual plan review portal as a single package containing all items on the Engineering Initial Submittal Checklists. Landscaping Plans shall be prepared by a Landscape Architect.

4. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.

5. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the Developer with the City of Escondido prior to the approval of any building permit.

6. If site conditions change adjacent to the proposed development prior to completion of the project, the Developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.

7. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be corrected by the Developer to the satisfaction of the City Engineer.

8. The Developer's engineer shall submit through the City's virtual plan review portal to the Planning Department a copy of the Master and Precise Development Plan as presented to the Planning Commission and approved by the City Council together with any changes contained in the adopted final conditions of approval. A copy shall be signed or certified by the Planning Department verifying that they are an accurate reproduction of the approved Master and Precise Development Plan and a copy must be included with the first Final Engineering submittal for plan check through the City's virtual plan review portal to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street improvements shall be constructed to City Standards in effect at the time of Final Engineering approval and shall be submitted on public improvement plans prepared by a Civil Engineer. Specific details, including final concrete driveway apron design for the project entrances, concrete curb & gutter and sidewalk replacement, drainage, street lighting, etc. shall be resolved to the satisfaction of the City Engineer.

2. The parking entrance from Valley Parkway shall be constructed as an alley-type driveway apron with a minimum throat width of 24 feet and 20-foot radius side transitions and an ADA path of travel near the R/W line to the satisfaction of the City Engineer.

3. The existing traffic signal pole currently being used as a modified street light just to the west of the existing driveway apron off of Valley Parkway shall be removed and salvaged to the City Public Works yard and shall be replaced with an LED street light in accordance with Escondido Standard Drawing No. E-1-E.

4. The existing street light in the alley shall be relocated 10 feet to the east and shall be retrofitted with an LED light head in accordance with Escondido Standard Drawing No. E-1-E.

5. The public alley shall be adequately illuminated from the project building structure to the satisfaction of the City Engineer and Building Official. This lighting shall be maintained by the property owner.

6. The Developer will be responsible for a minimum 1 ½" grind and 2" asphalt concrete overlay of Valley Parkway in full lane widths as necessary due to the required utility and storm drain installation. The determination of the extent of the grind and overlay shall be to the satisfaction of the City Engineer.

7. The Developer will be responsible for a minimum 1 ½" grind and 2" asphalt concrete overlay of the alley due to the many utility trenches necessary to serve this project, and shall be completed prior to issuance of a Certificate of Occupancy.

8. The Developer shall remove and replace all damaged sidewalk, curb and gutter along all project frontages to the satisfaction of the City Engineer prior to issuance of a Certificate of Occupancy.

9. Adequate horizontal sight distance shall be provided at all entrances. Restrictions on landscaping and placement of planter walls may be required at the discretion of the City Engineer.

10. The Developer's engineer shall prepare and submit through the City's virtual plan review portal for approval by the City Engineer a complete final Signing and Striping plan for all improved and modified roadways. The developer will be responsible for removal of all existing and the construction of all new signing and striping in compliance with the current CA MUTCD standards and to the satisfaction of the City Engineer.

11. The Developer shall repaint all pavement striping and markings adjacent to the project that have been damaged and prematurely faded due to project construction traffic to the satisfaction of the City Engineer.

12. Pedestrian access routes meeting current ADA requirements shall be provided into the project to the satisfaction of the City Engineer and City Building Official.

13. All gated entrances shall be approved by the City Engineer, Building Official, and the Fire Marshal.

14. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities, and any requested materials placement within existing rights-of-way to the satisfaction of the City Engineer. This plan shall include any proposed sidewalk closures and provide for alternate pedestrian access around the project site. This plan shall be approved prior to the issuance of an Encroachment Permit for construction or other project activities within the public right-of-way.

15. The Developer will be required to make arrangements for offsite parking including shuttle service if necessary for all construction and employee vehicles. A Construction Period Parking Management Plan shall be submitted to and approved by the City Engineer prior to work in this Lot 1 Parking Lot. The City Engineer shall have the ability to monitor and request changes to this plan as needed to minimize impact to the public and surrounding businesses.

16. Due to the amount of grading export from the project site and expected construction material deliveries, the Developer's traffic engineer will be required to provide a detailed haul route and truck trip scheduling plan for review and approval by the City Engineer. Material deliveries and export operations shall be limited to outside of the peak traffic hours. This scheduling plan shall be approved prior the issuance of an Encroachment Permit.

GRADING and SITE IMPROVEMENTS

1. A site grading and erosion control plan shall be approved by the Engineering Department prior to issuance of any Building Permits. The first submittal of the grading plan shall be accompanied by a copy of the preliminary soils and geotechnical report. The Soils Engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.

2. The Developer shall, in conjunction with the Grading plans, submit structural shoring plans for the foundation construction to the Building Department for approval by the Building and Engineering Departments. The Developer will be required to pay for the required third-party structural engineering review of these shoring plans.

3. Any proposed retaining walls not a part of the building foundations or stem walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance

with the recommendations and specifications as outlined in the Geotechnical report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Stem walls, foundation structures, or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.

4. The developer shall be required to obtain permission from adjoining property owners for any off-site grading or work necessary to construct the project and/or the required improvements.

5. Only those street furniture items and architectural features specifically identified for removal or relocation shall be disturbed. All other items shall be protected in place and any damage to these items shall be corrected or compensated for to the satisfaction of the City Engineer and Director of Community Development. Before work in this area commences a final review and tabulation of the items in the Maple Street Plaza Right-of-way to be disturbed shall be approved by the City Engineer.

6. Street pavers in the Maple Street Plaza shall be replaced and reinstalled in all areas disturbed and their installation shall extend into areas where street furniture and architectural features have been removed or relocated. Pavers in areas designated as Fire access shall be installed to meet Fire Department vehicle loading requirements to the satisfaction of the Fire Marshall and City Engineer.

7. The existing parking lot light poles and fixtures shall be removed and salvaged to the City Public Works yard.

8. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the project.

9. The Developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.

10. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.

11. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.

12. All existing foundations, structures, trees not otherwise noted to remain or be relocated shall be removed or demolished from the site.

13. The parking entrance grades shall conform to current Escondido Design Standards and Escondido Standard Drawings for driveways.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be designed to the satisfaction of the City Engineer and shall be based on a Drainage Study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.

2. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include treatment calculations, post-construction storm water treatment measures, and maintenance requirements and responsibilities both for onsite treatment and also any "Green Street" facilities located in the public right-of-way. The SWQMP shall demonstrate how proposed proprietary best management practices meet bio-filtration treatment requirements in accordance with the City's Storm Water Design Manual.

3. All site drainage including the parking along the alley shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The grading and landscape plans will need to reflect these areas of storm water treatment.

4. All drainage associated with the project's public street improvements other than overlay shall be treated to remove expected contaminants using "Green Street" standard facilities. The maintenance in perpetuity of these "Green Street" or other storm water treatment facilities in the public right-of-way shall be the responsibility of the Property Owner and shall be detailed in the Storm Water Quality Management Plan (SWQMP).

5. The Developer is required to have the current owner of the property sign and notarize for recording a Storm Water Control Facility Maintenance Agreement.

6. All on-site storm drains are private. The responsibility for maintenance of these storm drains shall be that of the Property Owner.

7. All storm water treatment and retention facilities and their drains including the bio-retention basins and planters, any permeable paver areas shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner.

WATER SUPPLY

1. The Developer is required at their sole expense to design and construct an 8-inch public PVC water main. This water main shall connect to the existing 10-inch water main located in the alley adjacent to the southerly side of the project. The 8-inch water main shall connect to this 10-inch water main at the intersection of the alley and Maple Street and extend northerly for an adequate distance so that the required fire service and water meters may connect perpendicularly to the new 8-inch water main. Fire hydrants shall connect to a minimum 8-inch water main. Fire service lines shall connect to a minimum 8-inch water main.

2. All on-site water lines and backflow prevention devices beyond the City water meter shall be considered a private water system. The property owner shall be responsible for all maintenance of these water lines and appurtenances.

3. A 1-inch minimum water service, 1-inch water meter, and reduced pressure backflow prevention device shall be required for domestic water supply per City of Escondido Design Standards and Standard Drawings. Water meters and backflow prevention devices shall not be installed within a driveway apron or on private drive

areas. Backflow prevention assemblies are private and should be located on private property. Backflows shall be located directly behind the public meter.

4. No trees or deep-rooted bushes shall be planted within 10-feet of any water mains.

5. There shall be no permanent structures located within the City's Public utility Easements.

6. Improvement plans for all proposed water mains and appurtenances shall be prepared by a Civil Engineer and submitted to the City of Escondido for review and approval.

7. All public water mains shall be located under asphalt or concrete pavement and not under curbs, gutters, medians or sidewalks.

8. Any water services to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the public water meter to the satisfaction of the Utilities Engineer and Water Distribution Department.

9. Any fire hydrants to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the fire hydrant per the satisfaction of the Utilities Engineer and Water Distribution. Existing fire hydrants shallThe Developer shall disconnect at the public main, all water services and fire hydrants laterals to be abandoned, to the satisfaction of the Utilities Engineer and Water Distribution Department.

10. The Developer shall disconnect at the public main, all water services and fire hydrants laterals to be abandoned, to the satisfaction of the Utilities Engineer and Water Distribution Department.

11. All public water mains shall be located within the Right-of-way or within a minimum 20-foot public utility easement (PUE). Private storm drains, private utilities and permanent structures are not allowed within the PUE. The final locations and sizing of all required water mains, water services, fire Hydrants, detector check assemblies. And other water appurtenances shall be designed and installed to the satisfaction of the Director of Utilities and the Utilities engineer.

SEWER

1. No trees or deep-rooted bushes shall be planted within 15-feet of any sewer main or within 10-feet of any sewer lateral. Sewer laterals shall be 5-feet horizontally clear from other utilities.

2. All sewer laterals shall be considered a private sewer system. The property owner shall be responsible for all maintenance of sewer laterals to the public sewer main.

3. Any sewer mains, laterals, and appurtenances shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings, and to the satisfaction of the Utilities Engineer.

4. The project design shall be such that all existing or new sewer manholes are accessible at all times by City Vactor trucks for maintenance.

5. The Developer shall cap and plug at the public sewer main all sewer lines and laterals to be abandoned, to the satisfaction of the Utilities Engineer and the City Inspector.

6. The location of all sewer laterals shall be shown on the grading and improvement plans.

7. All public sewer mains, if required, shall be located in the right-of-way or within a minimum 20-foot public utility easement (PUE). Private storm drains, private utilities and permanent structures are not allowed within the PUE.

LANDSCAPE

1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the second submittal of the grading plan for review and approval by Engineering and Planning Departments. The Landscape plans shall be approved prior to issuance of Building Permits. The initial submittal of the landscape plans shall include the required plan check fees.

EASEMENTS AND DEDICATIONS

1. All easements, both private and public, affecting subject property shall be shown and delineated on the Grading and Improvement Plans.

2. Public utility easements for sewer, water, storm drain, etc. which are deemed necessary by the City Engineer shall be granted to the City.

3. The Developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the Grading plans and Building Permits. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Grading plans and Building Permits. Building permits will not be issued for construction which will conflict with existing easements or utilities, nor will any securities be released until the existing easements are quitclaimed.

   Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying (document size) and traverse closure tapes. The City will prepare all final public documents.

SURVEYING AND MONUMENTATION

1. All property corners shall be monumented by a person authorized to practice land surveying and a Record of Survey (or Corner Record if appropriate) shall be recorded.

REPAYMENTS AND FEES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be

drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of $5,000 up to a maximum of $60,000, unless a higher amount is deemed necessary by the City Engineer.

2. Unless otherwise specified in the Development Agreement, the Developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

UTILITY UNDERGROUNDING AND RELOCATION

1. The Developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

STAFF REPORT

December 17, 2025
File Number 0720-20

SUBJECT

COUNCIL COMPENSATION

DEPARTMENT

Human Resources

RECOMMENDATION

Request the City Council consider adoption of Ordinance No. 2025-12 amending Escondido Municipal Code section 2-28(a) and section 2-28(b), after making findings supporting a salary increase for councilmembers and/or the mayor, respectively, to be effective in December 2026, pursuant to state law and the Escondido City Council Rules of Procedure.

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

Presenter: Jessica Perpetua, Director of Human Resources

ESSENTIAL SERVICE – No

COUNCIL PRIORITY –

FISCAL ANALYSIS

Depending on the amount of the increase approved by the City Council at its next meeting, if any, adoption of the salary adjustment would result in an annual increase to the General Fund budget as of December 2026.

PREVIOUS ACTION

The last increase to the council's and mayor's salaries was approved (by a vote of 3-2) in December 2023, in the amount of 6 percent to the Mayoral salary and 7.5 percent to the City Council salary, pursuant to Ordinance No. 2023-19R. Prior to that, the Council approved a 10 percent salary increase in December 2017, effective December 2018, pursuant to Ordinance No. 2017-15R.

The Council considered but refused any compensation increase in December of 2019 (by vote of 4-1) and December 2021 (by vote of 3-2).

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BACKGROUND

Council Compensation Amendment Procedure

The City Council has discretion to increase its salary, within limits, pursuant to the Council Rules of Procedure and Policies, the Escondido Municipal Code, and state law. There is no other legislative body, committee, person or mechanism in place on a local or state level to make this salary decision.

Pursuant to the Council Rules last re-adopted in Resolution No. 2023-158R ("Rules"), the Council is required to have an agenda item during a meeting in December of odd-numbered years for the purpose of determining whether or not to act regarding City councilmember and mayoral compensation. Rules, Section B(8). The effective date of any increase is the following year after the new council is sworn in. In this case, any increase would be effective upon the swearing in of the new City Council on December 9, 2026. The underlying purpose of including this provision in the Rules was to ensure that the City Council addresses on a regular basis the politically sensitive issue of voting themselves a raise, to not allow compensation stagnation to negatively impact public interest in serving on the council, and to fairly compensate councilmembers for their services.

Pursuant to recently enacted SB 329, amending Government Code § 36516, the council will consider and potentially adopt a salary increase in two stages. First, pursuant to subsection (g)(2), the council must first hold an open regular council meeting to consider, discuss and take public comment on any proposed salary increase which must include "findings demonstrating the need for the increased compensation." As a result, the council should be prepared to address and make a record of the need to increase the salary from the current ordinance amounts during this meeting. Next, in a subsequent meeting not less seven days later pursuant to subsection (g)(3), the City Council will consider whether to adopt an amendment to the salary ordinance and the amount of any increase. Government Code § 36516(g).

If the City Council does not make the findings and votes to not address a salary increase the next opportunity to consider a salary increase will be in December 2027 under the current Rules.

Allowable Amount of Increase

The Escondido Municipal Code sets councilmember and mayoral compensation via the adoption of an ordinance. Currently, pursuant to Section 2-28(a), the salary for all councilmembers is $2,245.06 per month ($26,940.72/year). Pursuant to § 2-28(b), the mayor receives the councilmember salary and an additional $4,035.06 per month for a total of $6,280.12 per month ($75,361.44/year). This additional amount is intended to reflect the citywide responsibilities for the mayor. Consistent with state law, the Council also receives the same benefits as other City employees and the value of those benefits are not included in the salary amount.

Pursuant to state law, the council has authority and discretion to increase its salary through the

CITY of ESCONDIDO

STAFF REPORT

adoption of an amendment to the salary ordinance. Any increase approved shall not be greater than 5 percent for each calendar year since the operative date of the last adjustment to the salary. As of next year, the council may simply consider the amount of inflation since January 1, 2026, based upon the CPI, not to exceed 10 percent for each calendar year, and adopt the lower of that amount or 5 percent per year. No ordinance providing for automatic increases is permissible. A councilmember is also statutorily authorized to waive any or all compensation.

For purposes of discussion, certain factors may be relevant to the City Council's consideration including but not limited to:

- The amount of time spent by the City Council working on City business each week, including attending regional agency and subcommittee meetings; attending civic events and constituent meetings; reading and drafting district constituent communications; tasks related to mandatory training; reading council meeting agenda materials; preparing questions and comments for meetings; and, attendance at open and closed session meetings.
- The amount of salary increases of other City employees since the last council salary increase in 2024.
- The effects of inflation on salaries established in 2024.
- The amount of education, training and experience required of persons exercising the same or similar job responsibilities.
- The need to maintain adequate salaries to attract candidates of all employment and economic categories and allow for councilmembers to devote adequate time to the responsibilities of the office.
- The need to currently address the salary issue to alleviate future city councils from having to make up even greater ground on setting a reasonable salary.

Because the City Council increased its salary in December 2024, it has the authority, but is not required, to adopt an amendment to the salary ordinance increasing the amount of council and mayoral compensation by as much as 10 percent.

In light of the foregoing, it is requested that the City Council consider, discuss, allow for public comment, make factual findings regarding current salaries and, if the Council decides to amend the current salaries of either Councilmembers and/or the Mayor, adopt Ordinance No. 2025-12 to reflect an appropriate and lawful adjustment.

ORDINANCES

a) Ordinance No. 2025-12

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING SECTIONS 2-28 (a) AND (b) OF THE ESCONDIDO MUNICIPAL CODE, AND AMENDING THE SALARY SCHEDULE FOR CITY COUNCIL MEMBERS AND THE MAYOR

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

SECTION 1. The City Council makes the following findings:

WHEREAS, the privilege to serve on the City Council of the City of Escondido (City Council) requires the expenditure of significant time during weekdays and weekends, and at all times of the day at City Hall, at local public agency offices for meetings, and around the community for various civic events; and

WHEREAS, City Council service requires education, training and experience in numerous governmental issues including conflicts of interest, Ralph M. Brown Act compliance, budgets, labor negotiations, and often involves reviewing substantial staff reports and related legal documents; reviewing and considering local and state legislation; attending to representative assignments at regional government body meetings; staying informed on current local and state issues; and reviewing financial reference materials, budgets and reports; and

WHEREAS, the City Council has discretion to increase its salary, within limits, pursuant to the Council Rules of Procedure and Policies, the Escondido Municipal Code, and state law; and

WHEREAS, pursuant to the Council Rules last re-adopted in Resolution No. 2023-158R (Rules), the Council is required to have an agenda item during a meeting in December of odd-numbered years for the purpose of determining whether or not to act regarding City councilmember and mayoral compensation. The effective date of any increase is the following year after the new council is sworn in consistent with Government Code § 36516.5. In this case, any increase would be effective upon the swearing in of the new City Council on December 9, 2026; and

WHEREAS, the purpose of including a Rules provision requiring review of council salaries was to ensure that the City Council addresses on a regular basis the politically sensitive issue of voting themselves a raise, to not allow compensation stagnation to negatively impact public interest in serving on the council, and to fairly compensate councilmembers for their services; and

WHEREAS, the last increase to the council's and mayor's salaries was approved (by a vote of 3-2) in December 2023, in the amount of 6% to the Mayoral salary and 7.5% to the City Council salary, pursuant to Ordinance No. 2023-19R, with an effective date of December 2024. Prior to that, the Council approved a 10% salary increase in 2017, effective December 2018, pursuant to Ordinance No. 2017-15R; and

WHEREAS, the current salary of Escondido city councilmembers is $2,245.06 per month and the current salary of the mayor is $6,280.12 per month pursuant to Escondido Municipal Code § 2-28(a) and (b) and Government Code § 36516.1; and

WHEREAS, pursuant to Government Code § 36516(a)(4)(A), the City Council may increase its salary by as much 5% for each calendar year from the operative date of the last adjustment of the salary which in this case would be up to 10% given the last salary increase was December 2024; and

WHEREAS, inadequate City Council compensation can hinder potential candidates from running for office or performing competently once in office given the high cost of living in San Diego County and the need for outside employment; and

WHEREAS, there is no other legislative body, committee, agency, person or mechanism currently in place on a local or state level to make this salary decision; and

WHEREAS, it is in the best interests of the residents of the City of Escondido that their councilmembers are adequately paid to perform the services that are required of this position and that Ordinance No. 2025-12 be adopted.

SECTION 2: Proper notices of this regular City Council meeting have been given consistent with the Ralph M. Brown Act and Government Code § 36516.

SECTION 3. That the above recitals are true and the City Council has reviewed and considered Ordinance No. 2025-12 and makes such factual findings as are required pursuant to Government Code § 36516(g).

SECTION 4. That Section 2-28 of the Escondido Municipal Code is hereby repealed in its entirety and replaced to read as follows:

(a) Effective on the date the city council member to be elected at the 2025 refular municipal election are sworn into office, the members of the city council shall receive a monthly salary of _____ ($_____) per month in accordance with the provisions of section 36516 of the Government Code.

(b) In addition to the salary provided for council members in subsection (a), the mayor of the City of Escondido shall receive a monthly salary of

($_____), in accordance with the provisions of section 36516.1 of the California Government Code. The salary provided by this subsection shall increase by the same percentage set forth in any ordinance adopted which provides for city council salaries.

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

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

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

STAFF REPORT

December 17, 2025
File Number 0720-20

SUBJECT

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

DEPARTMENT

Human Resources

RECOMMENDATION

Request the City Council take the following actions:

1. Adopt Resolution No. 2025-165 amending the Salary and Benefits Plan for the Unclassified and Management Groups; and

2. Adopt Resolution No. 2025-166 amending the Part-time Salary Plan and Part-Time Classification and Benefits Plan; and

3. Adopt Resolution No. 2025-167 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

FISCAL ANALYSIS

All financial impacts related to Resolution Nos. 2025-165, 2025-166, and 2025-167 were addressed in the Fiscal Year 2025-2026 budget which was adopted on June 18, 2025.

PREVIOUS ACTION

The City annually updates the Salary Schedule and Benefits Plan for the Unclassified and Management Salary groups, and annually updates the Part-Time 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

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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.

The updated Salary and Benefits Plan for the Unclassified and Management groups are provided in Exhibit "A", which is attached to Resolution No. 2025-165.

Minimum wage will increase to $16.90 per hour on January 1, 2026. 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. 2025-166.

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 by 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. 2025-167.

RESOLUTIONS

a) Resolution No. 2025-165
b) Resolution No. 2025-165– Exhibit "A"—Management and Unclassified Salary and Benefits Plan 2025-2026
c) Resolution No. 2025-166
d) Resolution No. 2025-166– Exhibit "A"—Part-Time Hourly Compensation Plan
e) Resolution No. 2025-166– Exhibit "B"—Part-Time Hourly Pay Schedule
f) Resolution No. 2025-166– Exhibit "C"—Regular Part-Time and Temporary Employees Classification and Benefits Plan Guidelines
g) Resolution No. 2025-167

CITY of ESCONDIDO

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h) Resolution No. 2025-167– Exhibit “A”

RESOLUTION NO. 2025-165

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 readopt the salary and benefits plan established by Resolution No. 2024-147.

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. 2024-147.

MANAGEMENT AND UNCLASSIFIED SALARY AND BENEFITS PLAN 2025 – 2026

Prepared by:
The Human Resources Department

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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. Police

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 $3,300 - 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 or 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 difficultly 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 PEPRA, 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, 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: 11/26/2025

RESOLUTION NO. 2025-166

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. 2024-148.

PART-TIME HOURLY COMPENSATION PLAN
January 1, 2026

RANGE I **16.91 – 21.12** Maintenance Aide I Park Attendant I Parking Enforcement Officer Recreation Leader I Senior Service Aide I	**RANGE VI** **19.13 – 23.90** Currently No Classifications
RANGE II **17.34 – 21.65** Maintenance Aide II Park Attendant II Recreation Leader II Senior Service Aide II	**RANGE VII** **19.61 – 24.49** Head Lifeguard
RANGE III **17.77 – 22.19** Lifeguard Park Attendant III Principal Recreation Leader Senior Service Aide III	**RANGE VIII** **20.10 – 25.11** Currently No Classifications
RANGE IV **18.21 – 22.75** Currently No Classifications	**RANGE IX** **20.61 – 25.73** Currently No Classifications
RANGE V **18.67 – 23.31** Water Safety Instructor	**RANGE X** **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

Maintenance Specialist/Maintenance Trainee	T15	$19.70 - $26.41
Ranger Specialist	T22	$23.42 - $31.39

PART-TIME HOURLY PAY SCHEDULE
January 1, 2026

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	$16.912500	$17.335313	$17.768695	$18.212913	$18.668236	$19.134941	$19.613315	$20.103648	$20.606239	$21.121395
Range II - Base Rate	$17.335313	$17.768695	$18.212913	$18.668236	$19.134941	$19.613315	$20.103648	$20.606239	$21.121395	$21.649430
Range III - Base Rate	$17.768695	$18.212913	$18.668236	$19.134941	$19.613315	$20.103648	$20.606239	$21.121395	$21.649430	$22.190666
Range IV - Base Rate	$18.212913	$18.668236	$19.134941	$19.613315	$20.103648	$20.606239	$21.121395	$21.649430	$22.190666	$22.745432
Range V - Base Rate	$18.668236	$19.134941	$19.613315	$20.103648	$20.606239	$21.121395	$21.649430	$22.190666	$22.745432	$23.314068
Range VI - Base Rate	$19.134941	$19.613315	$20.103648	$20.606239	$21.121395	$21.649430	$22.190666	$22.745432	$23.314068	$23.896920
Range VII - Base Rate	$19.613315	$20.103648	$20.606239	$21.121395	$21.649430	$22.190666	$22.745432	$23.314068	$23.896920	$24.494343
Range VIII - Base Rate	$20.103648	$20.606239	$21.121395	$21.649430	$22.190666	$22.745432	$23.314068	$23.896920	$24.494343	$25.106701
Range IX - Base Rate	$20.606239	$21.121395	$21.649430	$22.190666	$22.745432	$23.314068	$23.896920	$24.494343	$25.106701	$25.734369
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, have accrued 400 hours between two or more positions, but are currently only active in one position (with less than 400 hours) at the time of their anniversary date, 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.

<u>General Paid Sick Leave Information:</u>

- Sick leave use is paid at the employee's hourly rate (not including overtime premium pay). If the employee has two City of Escondido part-time positions with varying rates of pay, the employee's sick leave will be paid at the higher base hourly pay rate.

- 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 PEPRA. Violations of PEPRA 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/IIIs 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. 2025-167

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 readopt the salary schedule established by Resolution No. 2024-149.

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. 2024-149.

Job Code	Job Profile	Union Code	Compensation Grade	Minimum Monthly	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	M11	$5,529.38	$8,224.90							
20094	Accountant II	MGT	M16	$7,057.48	$10,497.26							
20095	Accounting Specialist	T_ACE	A31	$4,660.39	$6,245.37	$4,660.39	$4,893.41	$5,138.08	$5,394.98	$5,664.73	$5,947.97	$6,245.37
21000	Administrative Assistant (Classified)	T_ACE	A19	$3,465.26	$4,643.78	$3,465.26	$3,638.52	$3,820.45	$4,011.47	$4,212.05	$4,422.65	$4,643.78
21430	Administrative Assistant (UCT)	UCT	U19	$3,465.26	$4,643.78	$3,465.26	$3,638.52	$3,820.45	$4,011.47	$4,212.05	$4,422.65	$4,643.78
21330	Administrative Coordinator	UCT	U35	$5,144.20	$6,893.72	$5,144.20	$5,401.41	$5,671.48	$5,955.05	$6,252.81	$6,565.45	$6,893.72
21001	Assistant Building Official	MGT	M18	$7,780.40	$11,572.92							
20000	Assistant City Attorney	MGT	M31	$14,670.40	$21,821.41							
21060	Assistant City Clerk	MGT	M14	$6,400.28	$9,520.88							
20180	Assistant City Engineer	MGT	M27	$12,069.58	$17,953.38							
10100	Assistant City Manager	EM	E32	$15,788.70	$23,500.38							
20441	Assistant Director of Communications	MGT	M25	$10,947.47	$16,284.24							
20192	Assistant Director of Community Services	MGT	M24	$10,426.16	$15,508.80							
	Assistant Director of Development Services	MGT	M27	$12,069.58	$17,953.38							
20440	Assistant Director of Information Systems	MGT	M26	$11,494.84	$17,098.46							
20442	Assistant Director of Police Support Services	MGT	M25	$10,947.47	$16,284.24							
20336	Assistant Director of Public Works	MGT	M24	$10,426.16	$15,508.80							
20940	Assistant Director of Utilities - Construction & Engineering	MGT	M28	$12,673.06	$18,851.05							
20970	Assistant Director of Utilities - Wastewater	MGT	M28	$12,673.06	$18,851.05							
20950	Assistant Director of Utilities - Water	MGT	M28	$12,673.06	$18,851.05							
50300	Assistant Planner I	T_ACE	A36	$5,272.80	$7,066.06	$5,272.80	$5,536.44	$5,813.27	$6,103.93	$6,409.12	$6,729.58	$7,066.06
50301	Assistant Planner II	T_ACE	A40	$5,820.19	$7,799.61	$5,820.19	$6,111.20	$6,416.76	$6,737.59	$7,074.47	$7,428.20	$7,799.61
30151	Associate Chemist	T_ACE	A50	$7,450.33	$9,984.16	$7,450.33	$7,822.85	$8,213.99	$8,624.69	$9,055.93	$9,508.72	$9,984.16
50400	Associate Engineer	SUP	S58	$9,077.51	$12,164.73	$9,077.51	$9,531.38	$10,007.95	$10,508.35	$11,033.77	$11,585.45	$12,164.73
50500	Associate Planner	SUP	S48	$7,091.33	$9,503.07	$7,091.33	$7,445.90	$7,818.20	$8,209.11	$8,619.56	$9,050.54	$9,503.07
50601	Building Inspection Supervisor	SUP	S52	$7,827.04	$10,489.34	$7,827.51	$8,218.88	$8,629.83	$9,061.32	$9,514.38	$9,990.10	$10,489.61
50590	Building Inspector I	T_ACE	A39	$5,678.23	$7,609.37	$5,678.23	$5,962.14	$6,260.25	$6,573.26	$6,901.93	$7,247.02	$7,609.37
50600	Building Inspector II	T_ACE	A45	$6,585.01	$8,824.54	$6,585.01	$6,914.26	$7,259.97	$7,622.97	$8,004.12	$8,404.32	$8,824.54
20150	Building Official	MGT	M25	$10,947.47	$16,284.24							
50841	Building Permit Technician I	T_ACE	A31	$4,660.39	$6,245.37	$4,660.39	$4,893.41	$5,138.08	$5,394.98	$5,664.73	$5,947.97	$6,245.37
50862	Building Permit Technician II	T_ACE	A36	$5,272.80	$7,066.06	$5,272.80	$5,536.44	$5,813.27	$6,103.93	$6,409.12	$6,729.58	$7,066.06
50864	Building Permit Technician III	T_ACE	A40	$5,820.19	$7,799.61	$5,820.19	$6,111.20	$6,416.76	$6,737.59	$7,074.47	$7,428.20	$7,799.61
20826	Business Analyst I	UCT	U42	$6,114.84	$8,194.46	$6,114.84	$6,420.58	$6,741.61	$7,078.69	$7,432.62	$7,804.25	$8,194.46
20827	Business Analyst II	UCT	U50	$7,450.33	$9,984.16	$7,450.33	$7,822.85	$8,213.99	$8,624.69	$9,055.93	$9,508.72	$9,984.16
73500	Canal Maintenance Manager	MGT	M20	$8,577.52	$12,758.35							
73000	Canal Maintenance Supervisor	UCT	U45	$6,585.01	$8,824.54	$6,585.01	$6,914.26	$7,259.97	$7,622.97	$8,004.12	$8,404.32	$8,824.54
73600	Canal Maintenance Technician I	UCT	U27	$4,222.08	$5,657.99	$4,222.08	$4,433.19	$4,654.85	$4,887.59	$5,131.97	$5,388.57	$5,657.99
73650	Canal Maintenance Technician II	UCT	U31	$4,660.39	$6,245.37	$4,660.39	$4,893.41	$5,138.08	$5,394.98	$5,664.73	$5,947.97	$6,245.37
10442	Chief Information Officer	EM	E31	$15,037.16	$22,380.82							
10650	Chief of Police	EM	E34	$17,408.38	$25,908.97							
12000	City Clerk	EM	E30	$14,321.66	$21,315.01							
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	M29	$13,306.72	$19,793.60							
20140	City Planner	MGT	M24	$10,426.16	$15,508.80							
20691	City Traffic Engineer	MGT	M23	$9,930.08	$14,769.51							
12200	City Treasurer	EME	2	$2,245.06	$2,245.06							
50560	Code Compliance Manager	MGT	M19	$8,169.42	$12,151.04							
50540	Code Compliance Officer I	T_ACE	A35	$5,144.20	$6,893.72	$5,144.20	$5,401.41	$5,671.48	$5,955.05	$6,252.81	$6,565.45	$6,893.72
50550	Code Compliance Officer II	T_ACE	A39	$5,678.23	$7,609.37	$5,678.23	$5,962.14	$6,260.25	$6,573.26	$6,901.93	$7,247.02	$7,609.37
50565	Code Compliance Supervisor	SUP	S47	$6,918.37	$9,271.28	$6,918.37	$7,264.29	$7,627.51	$8,008.88	$8,409.33	$8,829.79	$9,271.28
21401	Collections Specialist	UCT	U29	$4,435.83	$5,944.43	$4,435.83	$4,657.62	$4,890.50	$5,135.02	$5,391.77	$5,661.36	$5,944.43
21020	Communications Manager	MGT	M19	$8,169.42	$12,151.04							
40410	Community Service Officer	NSP	001	$4,562.21	$6,113.89	$4,562.24	$4,790.14	$5,029.70	$5,280.92	$5,545.48	$5,822.75	$6,113.89
50755	Community Services Manager	MGT	M21	$9,006.40	$13,396.27							
40700	Community Services Supervisor	SUP	S47	$6,918.37	$9,271.28	$6,918.37	$7,264.29	$7,627.51	$8,008.88	$8,409.33	$8,829.79	$9,271.28
81453	Control Systems Supervisor	SUP	S66	$11,060.06	$14,821.54	$11,060.06	$11,613.06	$12,193.72	$12,803.40	$13,443.57	$14,115.75	$14,821.54
81450	Control Systems Technician I	M&O	T44	$6,989.25	$9,366.27	$6,989.25	$7,338.72	$7,705.65	$8,090.94	$8,495.48	$8,920.26	$9,366.27
81451	Control Systems Technician II	M&O	T47	$7,526.66	$10,086.45	$7,526.66	$7,903.00	$8,298.15	$8,713.05	$9,148.71	$9,606.14	$10,086.45

81452	Control Systems Technician III	M&O	T54	$8,946.84	$11,989.62	$8,946.84	$9,394.18	$9,863.89	$10,357.08	$10,874.94	$11,418.68	$11,989.62
40432	Criminal Intelligence Analyst I	UCT	U45	$6,585.01	$8,824.54	$6,585.01	$6,914.26	$7,259.97	$7,622.97	$8,004.12	$8,404.32	$8,824.54
40434	Criminal Intelligence Analyst II	UCT	U47	$6,918.37	$9,271.28	$6,918.37	$7,264.29	$7,627.51	$8,008.88	$8,409.33	$8,829.79	$9,271.28
40433	Criminal Intelligence Supervisor	UCT	U56	$8,640.10	$11,578.56	$8,640.10	$9,072.11	$9,525.71	$10,002.00	$10,502.10	$11,027.20	$11,578.56
81305	Cross Connection Technician I	M&O	T38	$6,026.81	$8,076.51	$6,026.81	$6,328.15	$6,644.56	$6,976.79	$7,325.63	$7,691.91	$8,076.51
81310	Cross Connection Technician II	M&O	T44	$6,989.25	$9,366.27	$6,989.25	$7,338.72	$7,705.65	$8,090.94	$8,495.48	$8,920.26	$9,366.27
80052	Custodial Supervisor	SUP	S29	$4,435.75	$5,944.34	$4,435.75	$4,657.55	$4,890.49	$5,134.99	$5,391.69	$5,661.27	$5,944.34
80200	Custodian I	M&O	T15	$3,415.38	$4,576.93	$3,415.38	$3,586.15	$3,765.45	$3,953.73	$4,151.41	$4,358.98	$4,576.93
80201	Custodian II	M&O	T19	$3,769.94	$5,052.08	$3,769.94	$3,958.43	$4,156.36	$4,364.17	$4,582.38	$4,811.50	$5,052.08
30330	Customer Service Representative I	T_ACE	A21	$3,640.69	$4,878.87	$3,640.69	$3,822.72	$4,013.86	$4,214.55	$4,425.28	$4,646.54	$4,878.87
30340	Customer Service Representative II	T_ACE	A26	$4,119.11	$5,520.00	$4,119.11	$4,325.06	$4,541.31	$4,768.38	$5,006.80	$5,257.14	$5,520.00
20097	Customer Service Supervisor	SUP	S56	$8,640.10	$11,578.56	$8,640.10	$9,072.11	$9,525.71	$10,002.00	$10,502.10	$11,027.20	$11,578.56
21199	Deputy City Attorney I	MGT	M20	$8,577.52	$12,758.35							
21200	Deputy City Attorney II	MGT	M24	$10,426.16	$15,508.80							
21055	Deputy City Clerk	UCT	U40	$5,820.19	$7,799.61	$5,820.19	$6,111.20	$6,416.76	$6,737.59	$7,074.47	$7,428.20	$7,799.61
10430	Deputy City Manager	EM	E32	$15,788.70	$23,500.38							
10441	Deputy City Manager/Interim Director of Development Services	EM	E32	$15,788.70	$23,500.38							
20160	Deputy Fire Chief	FM	1	$13,609.52	$20,041.60							
60510	Deputy Fire Marshal	UCT	U53	$8,023.19	$10,751.85	$8,023.19	$8,424.35	$8,845.57	$9,287.85	$9,752.24	$10,239.85	$10,751.85
20685	Design & Construction Project Manager	MGT	M20	$8,577.52	$12,758.35							
82255	Digital Media Coordinator	UCT	U42	$6,114.84	$8,194.46	$6,114.84	$6,420.58	$6,741.61	$7,078.69	$7,432.62	$7,804.25	$8,194.46
82256	Digital Media Technician	UCT	U31	$4,660.39	$6,245.37	$4,660.39	$4,893.41	$5,138.08	$5,394.98	$5,664.73	$5,947.97	$6,245.37
10400	Director of Development Services	EM	E30	$14,321.66	$21,315.01							
20338	Director of Economic Development	EM	E30	$14,321.66	$21,315.01							
10460	Director of Finance	EM	E30	$14,321.66	$21,315.01							
10550	Director of Human Resources	EM	E30	$14,321.66	$21,315.01							
10540	Director of Public Works	EM	E30	$14,321.66	$21,315.01							
10575	Director of Utilities	EM	E30	$14,321.66	$21,315.01							
21460	Division Support Coordinator	UCT	U30	$4,546.72	$6,093.04	$4,546.72	$4,774.06	$5,012.76	$5,263.40	$5,526.57	$5,802.90	$6,093.04
50738	Economic Development Coordinator	T_ACE	A35	$5,144.20	$6,893.72	$5,144.20	$5,401.41	$5,671.48	$5,955.05	$6,252.81	$6,565.45	$6,893.72
	Economic Development Manager	MGT	M21	$9,006.40	$13,396.27							
80307	Electrician	M&O	T41	$6,490.22	$8,697.51	$6,490.22	$6,814.73	$7,155.46	$7,513.24	$7,888.90	$8,283.35	$8,697.51
80305	Electrician Assistant	M&O	T37	$5,879.82	$7,879.52	$5,879.82	$6,173.81	$6,482.50	$6,806.62	$7,146.95	$7,504.30	$7,879.52
60800	Emergency Medical Services Coordinator	UCT	U35	$5,144.20	$6,893.72	$5,144.20	$5,401.41	$5,671.48	$5,955.05	$6,252.81	$6,565.45	$6,893.72
60801	Emergency Medical Technician	NSF	001	$4,679.27	$5,975.63	$4,679.27	$4,913.24	$5,158.90	$5,416.85	$5,687.69	$5,829.88	$5,975.63
50770	Emergency Preparedness Manager	MGT	M21	$9,006.40	$13,396.27							
50660	Engineer I	T_ACE	A43	$6,267.71	$8,399.33	$6,267.71	$6,581.09	$6,910.15	$7,255.65	$7,618.44	$7,999.36	$8,399.33
50670	Engineer II	T_ACE	A47	$6,918.37	$9,271.28	$6,918.37	$7,264.29	$7,627.51	$8,008.88	$8,409.33	$8,829.79	$9,271.28
50675	Engineering Manager	MGT	M24	$10,426.16	$15,508.80							
50844	Engineering Permit Technician I	T_ACE	A31	$4,660.39	$6,245.37	$4,660.39	$4,893.41	$5,138.08	$5,394.98	$5,664.73	$5,947.97	$6,245.37
50845	Engineering Permit Technician II	T_ACE	A36	$5,272.80	$7,066.06	$5,272.80	$5,536.44	$5,813.27	$6,103.93	$6,409.12	$6,729.58	$7,066.06
50710	Engineering Technician I	T_ACE	A38	$5,539.74	$7,423.78	$5,539.74	$5,816.73	$6,107.56	$6,412.94	$6,733.59	$7,070.27	$7,423.78
50730	Engineering Technician II	T_ACE	A42	$6,114.84	$8,194.46	$6,114.84	$6,420.58	$6,741.61	$7,078.69	$7,432.62	$7,804.25	$8,194.46
50815	Environmental Compliance Inspector I	T_ACE	A42	$6,114.84	$8,194.46	$6,114.84	$6,420.58	$6,741.61	$7,078.69	$7,432.62	$7,804.25	$8,194.46
50825	Environmental Compliance Inspector II	T_ACE	A46	$6,749.63	$9,045.15	$6,749.63	$7,087.12	$7,441.47	$7,813.54	$8,204.22	$8,614.43	$9,045.15
50835	Environmental Compliance Supervisor	SUP	S58	$9,077.51	$12,164.73	$9,077.51	$9,531.38	$10,007.95	$10,508.35	$11,033.77	$11,585.45	$12,164.73
20884	Environmental Programs Specialist I	UCT	U34	$5,018.73	$6,725.58	$5,018.73	$5,269.67	$5,533.15	$5,809.81	$6,100.30	$6,405.31	$6,725.58
20885	Environmental Programs Specialist II	UCT	U43	$6,267.71	$8,399.33	$6,267.71	$6,581.09	$6,910.15	$7,255.65	$7,618.44	$7,999.36	$8,399.33
20887	Environmental Programs Supervisor	UCT	U49	$7,268.62	$9,740.64	$7,268.62	$7,632.05	$8,013.65	$8,414.33	$8,835.05	$9,276.80	$9,740.64
80500	Equipment Mechanic I	M&O	T38	$6,026.81	$8,076.51	$6,026.81	$6,328.15	$6,644.56	$6,976.79	$7,325.63	$7,691.91	$8,076.51
80501	Equipment Mechanic II	M&O	T40	$6,331.92	$8,485.38	$6,331.92	$6,648.52	$6,980.94	$7,329.99	$7,696.49	$8,081.31	$8,485.38
21334	Executive Coordinator	UCT	U38	$5,539.74	$7,423.78	$5,539.74	$5,816.73	$6,107.56	$6,412.94	$6,733.59	$7,070.27	$7,423.78
20310	Facilities Maintenance Manager	MGT	M20	$8,577.52	$12,758.35							
82210	Facilities Maintenance Supervisor	SUP	S50	$7,450.33	$9,984.16	$7,450.33	$7,822.85	$8,213.99	$8,624.69	$9,055.93	$9,508.72	$9,984.16
40080	Facilities Project Coordinator	T_ACE	A41	$5,965.69	$7,994.60	$5,965.69	$6,263.98	$6,577.18	$6,906.03	$7,251.34	$7,613.90	$7,994.60
50715	Field Engineering Inspector I	T_ACE	A41	$5,965.69	$7,994.60	$5,965.69	$6,263.98	$6,577.18	$6,906.03	$7,251.34	$7,613.90	$7,994.60
50720	Field Engineering Inspector II	T_ACE	A45	$6,585.01	$8,824.54	$6,585.01	$6,914.26	$7,259.97	$7,622.97	$8,004.12	$8,404.32	$8,824.54
50255	Field Engineering Supervisor	SUP	S52	$7,827.04	$10,489.34	$7,827.51	$8,218.88	$8,629.83	$9,061.32	$9,514.38	$9,990.10	$10,489.61
50725	Finance Manager	MGT	M22	$9,456.26	$14,066.42							
50751	Fire Administrative Services Manager	MGT	M16	$7,057.48	$10,497.26							
20370	Fire Battalion Chief	FM	3	$11,196.69	$16,488.21							

60200	Fire Captain	FIR	003	$9,421.81	$12,626.13	$9,421.81	$9,892.90	$10,387.55	$10,906.92	$11,452.27	$12,024.88	$12,626.13
10600	Fire Chief	EM	E32	$15,788.70	$23,500.38							
20300	Fire Division Chief	FM	2	$12,960.09	$19,086.36							
60300	Fire Engineer	FIR	021	$8,027.37	$10,757.44	$8,027.37	$8,428.74	$8,850.17	$9,292.68	$9,757.32	$10,245.18	$10,757.44
50870	Fire Permit Technician I	T_ACE	A31	$4,660.39	$6,245.37	$4,660.39	$4,893.41	$5,138.08	$5,394.98	$5,664.73	$5,947.97	$6,245.37
50871	Fire Permit Technician II	T_ACE	A36	$5,272.80	$7,066.06	$5,272.80	$5,536.44	$5,813.27	$6,103.93	$6,409.12	$6,729.58	$7,066.06
50750	Fire Prevention Specialist I	T_ACE	A40	$5,820.19	$7,799.61	$5,820.19	$6,111.20	$6,416.76	$6,737.59	$7,074.47	$7,428.20	$7,799.61
50760	Fire Prevention Specialist II	T_ACE	A44	$6,424.40	$8,609.31	$6,424.40	$6,745.62	$7,082.90	$7,437.04	$7,808.90	$8,199.34	$8,609.31
60700	Firefighter/Paramedic	FIR	002	$7,645.11	$10,245.18	$7,645.11	$8,027.37	$8,428.74	$8,850.17	$9,292.68	$9,757.32	$10,245.18
20850	Fleet Maintenance Manager	MGT	M20	$8,577.52	$12,758.35							
20874	Forensic Services Supervisor	UCT	U56	$8,640.10	$11,578.56	$8,640.10	$9,072.11	$9,525.71	$10,002.00	$10,502.10	$11,027.20	$11,578.56
50731	Geographic Information Systems Manager	MGT	M21	$9,006.40	$13,396.27							
50735	GIS Analyst I	UCT	U42	$6,114.84	$8,194.46	$6,114.84	$6,420.58	$6,741.61	$7,078.69	$7,432.62	$7,804.25	$8,194.46
50737	GIS Analyst II	UCT	U47	$6,918.37	$9,271.28	$6,918.37	$7,264.29	$7,627.51	$8,008.88	$8,409.33	$8,829.79	$9,271.28
50780	Graphics Technician I	T_ACE	A27	$4,222.08	$5,657.99	$4,222.08	$4,433.19	$4,654.85	$4,887.59	$5,131.97	$5,388.57	$5,657.99
50781	Graphics Technician II	T_ACE	A32	$4,776.90	$6,401.50	$4,776.90	$5,015.74	$5,266.53	$5,529.86	$5,806.35	$6,096.67	$6,401.50
21190	Housing & Neighborhood Services Manager	MGT	M20	$8,577.52	$12,758.35							
21280	Housing & Neighborhood Services Program Coordinator	T_ACE	A35	$5,144.20	$6,893.72	$5,144.20	$5,401.41	$5,671.48	$5,955.05	$6,252.81	$6,565.45	$6,893.72
21081	Human Resources Analyst I	MGT	M11	$5,529.38	$8,224.90							
21083	Human Resources Analyst II	MGT	M14	$6,400.28	$9,520.88							
21650	Human Resources Coordinator	UCT	U40	$5,820.19	$7,799.61	$5,820.19	$6,111.20	$6,416.76	$6,737.59	$7,074.47	$7,428.20	$7,799.61
21130	Human Resources Manager	MGT	M24	$10,426.16	$15,508.80							
21651	Human Resources Technician I	UCT	U30	$4,546.72	$6,093.04	$4,546.72	$4,774.06	$5,012.76	$5,263.40	$5,526.57	$5,802.90	$6,093.04
21655	Human Resources Technician II	UCT	U35	$5,144.20	$6,893.72	$5,144.20	$5,401.41	$5,671.48	$5,955.05	$6,252.81	$6,565.45	$6,893.72
80300	HVAC Technician	M&O	T36	$5,736.41	$7,687.33	$5,736.41	$6,023.23	$6,324.39	$6,640.61	$6,972.64	$7,321.27	$7,687.33
30850	Laboratory Assistant	T_ACE	A19	$3,465.26	$4,643.78	$3,465.26	$3,638.52	$3,820.45	$4,011.47	$4,212.05	$4,422.65	$4,643.78
20800	Laboratory Manager	MGT	M23	$9,930.08	$14,769.51							
30885	Laboratory Quality Assurance Officer	T_ACE	A47	$6,918.37	$9,271.28	$6,918.37	$7,264.29	$7,627.51	$8,008.88	$8,409.33	$8,829.79	$9,271.28
30870	Laboratory Technician I	T_ACE	A40	$5,820.19	$7,799.61	$5,820.19	$6,111.20	$6,416.76	$6,737.59	$7,074.47	$7,428.20	$7,799.61
30880	Laboratory Technician II	T_ACE	A44	$6,424.40	$8,609.31	$6,424.40	$6,745.62	$7,082.90	$7,437.04	$7,808.90	$8,199.34	$8,609.31
20501	Lakes & Open Space Manager	MGT	M17	$7,409.40	$11,021.66							
82201	Lakes & Open Space Supervisor	SUP	S47	$6,918.37	$9,271.28	$6,918.37	$7,264.29	$7,627.51	$8,008.88	$8,409.33	$8,829.79	$9,271.28
20875	Latent Print & Evidence Specialist	UCT	U53	$8,023.19	$10,751.85	$8,023.19	$8,424.35	$8,845.57	$9,287.85	$9,752.24	$10,239.85	$10,751.85
20876	Latent Print Specialist	UCT	U51	$7,636.59	$10,233.76	$7,636.59	$8,018.42	$8,419.34	$8,840.31	$9,282.32	$9,746.44	$10,233.76
50930	Lead Graphics Technician	T_ACE	A36	$5,272.80	$7,066.06	$5,272.80	$5,536.44	$5,813.27	$6,103.93	$6,409.12	$6,729.58	$7,066.06
81100	Lead Maintenance Technician	M&O	T35	$5,596.49	$7,499.84	$5,596.49	$5,876.32	$6,170.13	$6,478.64	$6,802.57	$7,142.70	$7,499.84
81080	Lead Mechanic	M&O	T45	$7,163.99	$9,600.43	$7,163.99	$7,522.18	$7,898.29	$8,293.21	$8,707.87	$9,143.26	$9,600.43
21309	Lead Network Systems Engineer	MGT	M20	$8,577.52	$12,758.35							
81500	Lead Plant Systems Technician	M&O	T48	$7,714.83	$10,338.61	$7,714.83	$8,100.57	$8,505.60	$8,930.88	$9,377.42	$9,846.29	$10,338.61
82251	Lead Wastewater Collections Technician	M&O	T45	$7,163.99	$9,600.43	$7,163.99	$7,522.18	$7,898.29	$8,293.21	$8,707.87	$9,143.26	$9,600.43
82915	Lead Wastewater Treatment Plant Operator	M&O	T50	$8,105.39	$10,862.00	$8,105.39	$8,510.66	$8,936.20	$9,383.00	$9,852.16	$10,344.76	$10,862.00
82660	Lead Water Distribution Technician	M&O	T45	$7,163.99	$9,600.43	$7,163.99	$7,522.18	$7,898.29	$8,293.21	$8,707.87	$9,143.26	$9,600.43
82725	Lead Water Treatment Plant Operator	M&O	T50	$8,105.39	$10,862.00	$8,105.39	$8,510.66	$8,936.20	$9,383.00	$9,852.16	$10,344.76	$10,862.00
21580	Legal Assistant	UCT	U37	$5,404.62	$7,242.71	$5,404.62	$5,674.85	$5,958.60	$6,256.53	$6,569.35	$6,897.82	$7,242.71
21585	Legal Specialist	UCT	U39	$5,678.23	$7,609.37	$5,678.23	$5,962.14	$6,260.25	$6,573.26	$6,901.93	$7,247.02	$7,609.37
21470	Maintenance & Operations Coordinator	UCT	U33	$4,896.32	$6,561.54	$4,896.32	$5,141.14	$5,398.19	$5,668.10	$5,951.51	$6,249.09	$6,561.54
81412	Maintenance Technician I	M&O	T23	$4,161.31	$5,576.55	$4,161.31	$4,369.37	$4,587.84	$4,817.23	$5,058.09	$5,311.00	$5,576.55
81930	Maintenance Technician II	M&O	T27	$4,593.30	$6,155.47	$4,593.30	$4,822.97	$5,064.12	$5,317.32	$5,583.19	$5,862.35	$6,155.47
21090	Management Analyst I	MGT	M13	$6,097.12	$9,067.73							
21092	Management Analyst II	MGT	M15	$6,720.40	$9,996.22							
21317	Network Administrator I	UCT	U46	$6,749.63	$9,045.15	$6,749.63	$7,087.08	$7,441.47	$7,813.54	$8,204.22	$8,614.43	$9,045.15
21318	Network Administrator II	UCT	U51	$7,636.59	$10,233.76	$7,636.59	$8,018.42	$8,419.34	$8,840.31	$9,282.32	$9,746.44	$10,233.76
21801	Network Manager	MGT	M24	$10,426.16	$15,508.80							
21311	Network Systems Engineer	UCT	U50	$7,450.33	$9,984.16	$7,450.33	$7,822.85	$8,213.99	$8,624.69	$9,055.93	$9,508.72	$9,984.16
21310	Network Systems Technician I	UCT	U38	$5,539.74	$7,423.78	$5,539.74	$5,816.73	$6,107.56	$6,412.94	$6,733.59	$7,070.27	$7,423.78
21313	Network Systems Technician II	UCT	U41	$5,965.69	$7,994.60	$5,965.69	$6,263.98	$6,577.18	$6,906.03	$7,251.34	$7,613.90	$7,994.60
21316	Network Systems Technician III	UCT	U43	$6,267.71	$8,399.33	$6,267.71	$6,581.09	$6,910.15	$7,255.65	$7,618.44	$7,999.36	$8,399.33
50834	Older Adult Nutrition Program Coordinator	T_ACE	A35	$5,144.20	$6,893.72	$5,144.20	$5,401.41	$5,671.48	$5,955.05	$6,252.81	$6,565.45	$6,893.72
60805	Paramedic	NSF	001	$5,387.86	$6,880.11	$5,387.86	$5,657.25	$5,940.11	$6,237.12	$6,548.98	$6,712.70	$6,880.11
81420	Park Ranger I	M&O	T26	$4,481.27	$6,005.33	$4,481.27	$4,705.33	$4,940.60	$5,187.63	$5,447.01	$5,719.36	$6,005.33
81421	Park Ranger II	M&O	T30	$4,946.49	$6,628.76	$4,946.49	$5,193.81	$5,453.50	$5,726.18	$6,012.48	$6,313.11	$6,628.76

21661	Payroll Supervisor	UCT	U40	$5,820.19	$7,799.61	$5,820.19	$6,111.20	$6,416.76	$6,737.59	$7,074.47	$7,428.20	$7,799.61
21660	Payroll Technician I	UCT	U30	$4,546.72	$6,093.04	$4,546.72	$4,774.06	$5,012.76	$5,263.40	$5,526.57	$5,802.90	$6,093.04
21662	Payroll Technician II	UCT	U35	$5,144.20	$6,893.72	$5,144.20	$5,401.41	$5,671.48	$5,955.05	$6,252.81	$6,565.45	$6,893.72
50842	Planning Permit Technician I	T_ACE	A31	$4,660.39	$6,245.37	$4,660.39	$4,893.41	$5,138.08	$5,394.98	$5,664.73	$5,947.97	$6,245.37
50843	Planning Permit Technician II	T_ACE	A36	$5,272.80	$7,066.06	$5,272.80	$5,536.44	$5,813.27	$6,103.93	$6,409.12	$6,729.58	$7,066.06
50920	Plans Examiner I	T_ACE	A45	$6,585.01	$8,824.54	$6,585.01	$6,914.26	$7,259.97	$7,622.97	$8,004.12	$8,404.32	$8,824.54
50921	Plans Examiner II	T_ACE	A49	$7,268.62	$9,740.64	$7,268.62	$7,632.05	$8,013.65	$8,414.33	$8,835.05	$9,276.80	$9,740.64
81480	Plant Systems Technician I	M&O	T38	$6,026.81	$8,076.51	$6,026.81	$6,328.15	$6,644.56	$6,976.79	$7,325.63	$7,691.91	$8,076.51
81490	Plant Systems Technician II	M&O	T43	$6,818.78	$9,137.82	$6,818.78	$7,159.72	$7,517.71	$7,893.60	$8,288.27	$8,702.69	$9,137.82
81501	Plant Systems Technician Supervisor	SUP	S61	$9,775.48	$13,100.08	$9,775.48	$10,264.26	$10,777.47	$11,316.34	$11,882.16	$12,476.27	$13,100.08
50753	Police Business Manager	MGT	M19	$8,169.42	$12,151.04							
20600	Police Captain	PM	1	$15,459.58	$19,324.00							
20670	Police Lieutenant	PM	2	$13,354.24	$16,692.08							
70300	Police Officer	POL	002	$7,997.34	$10,717.21	$7,997.34	$8,397.21	$8,817.07	$9,257.93	$9,720.82	$10,206.86	$10,717.21
70250	Police Officer Trainee	POL	001	$6,580.28	$6,909.29	$6,580.28	$6,909.29					
50739	Police Program Coordinator	T_ACE	A35	$5,144.20	$6,893.72	$5,144.20	$5,401.41	$5,671.48	$5,955.05	$6,252.81	$6,565.45	$6,893.72
21550	Police Projects Specialist	UCT	U37	$5,404.62	$7,242.71	$5,404.62	$5,674.85	$5,958.60	$6,256.53	$6,569.35	$6,897.82	$7,242.71
31215	Police Records Supervisor	SUP	S37	$5,404.62	$7,242.71	$5,404.62	$5,674.85	$5,958.60	$6,256.53	$6,569.35	$6,897.82	$7,242.71
31210	Police Records Technician	P_ACE	A26	$4,119.11	$5,520.00	$4,119.11	$4,325.06	$4,541.31	$4,768.38	$5,006.80	$5,257.14	$5,520.00
70500	Police Sergeant	POL	008	$10,609.17	$14,217.30	$10,609.17	$11,139.63	$11,696.61	$12,281.44	$12,895.51	$13,540.29	$14,217.30
50758	Police Support Services Manager	MGT	M20	$8,577.52	$12,758.35							
21555	Police Training Coordinator	UCT	U35	$5,144.20	$6,893.72	$5,144.20	$5,401.41	$5,671.48	$5,955.05	$6,252.81	$6,565.45	$6,893.72
20680	Principal Engineer	MGT	M23	$9,930.08	$14,769.51							
20690	Principal Planner	MGT	M21	$9,006.40	$13,396.27							
50733	Program Assistant	T_ACE	A28	$4,327.63	$5,799.44	$4,327.63	$4,544.02	$4,771.22	$5,009.78	$5,260.27	$5,523.28	$5,799.44
20686	Project Manager	MGT	M19	$8,169.42	$12,151.04							
80610	Property & Evidence Supervisor	SUP	S45	$6,585.01	$8,824.54	$6,585.01	$6,914.26	$7,259.97	$7,622.97	$8,004.12	$8,404.32	$8,824.54
40630	Property & Evidence Technician I	P_ACE	A23	$3,825.00	$5,125.86	$3,825.00	$4,016.25	$4,217.06	$4,427.91	$4,649.31	$4,881.78	$5,125.86
40631	Property & Evidence Technician II	P_ACE	A27	$4,222.08	$5,657.99	$4,222.08	$4,433.19	$4,654.85	$4,887.59	$5,131.97	$5,388.57	$5,657.99
40100	Public Safety Communications Manager	MGT	M20	$8,577.52	$12,758.35							
30250	Public Safety Dispatcher I	NSP	001	$5,390.19	$7,222.44	$5,390.19	$5,658.89	$5,941.60	$6,239.49	$6,551.41	$6,878.51	$7,222.44
30260	Public Safety Dispatcher II	NSP	002	$5,941.60	$7,963.33	$5,941.60	$6,239.49	$6,551.41	$6,878.51	$7,223.14	$7,584.12	$7,963.33
40090	Public Safety Shift Supervisor	NSP	007	$6,896.54	$9,242.00	$6,896.54	$7,241.36	$7,603.43	$7,983.60	$8,382.78	$8,801.92	$9,242.00
20822	Public Safety Systems Analyst	UCT	U42	$6,114.84	$8,194.46	$6,114.84	$6,420.58	$6,741.61	$7,078.69	$7,432.62	$7,804.25	$8,194.46
21335	Public Safety Systems Manager	MGT	M21	$9,006.40	$13,396.27							
20500	Public Works Manager	MGT	M20	$8,577.52	$12,758.35							
80050	Public Works Supervisor	SUP	S49	$7,268.62	$9,740.64	$7,268.62	$7,632.05	$8,013.65	$8,414.33	$8,835.05	$9,276.80	$9,740.64
30750	Purchasing & Inventory Control Coordinator	T_ACE	A32	$4,776.90	$6,401.50	$4,776.90	$5,015.74	$5,266.53	$5,529.86	$5,806.35	$6,096.67	$6,401.50
40250	Purchasing Supervisor	SUP	S48	$7,091.33	$9,503.07	$7,091.33	$7,445.90	$7,818.20	$8,209.11	$8,619.56	$9,050.54	$9,503.07
21340	Real Property Manager	MGT	M20	$8,577.52	$12,758.35							
81411	Recreation Coordinator	T_ACE	A27	$4,222.08	$5,657.99	$4,222.08	$4,433.19	$4,654.85	$4,887.59	$5,131.97	$5,388.57	$5,657.99
50742	Recycling Program Supervisor	SUP	S47	$6,918.37	$9,271.28	$6,918.37	$7,264.29	$7,627.51	$8,008.88	$8,409.33	$8,829.79	$9,271.28
50740	Recycling Programs Specialist I	T_ACE	A33	$4,896.32	$6,561.54	$4,896.32	$5,141.14	$5,398.19	$5,668.10	$5,951.51	$6,249.09	$6,561.54
50741	Recycling Programs Specialist II	T_ACE	A40	$5,820.19	$7,799.61	$5,820.19	$6,111.20	$6,416.76	$6,737.59	$7,074.47	$7,428.20	$7,799.61
20001	Revenue Manager	MGT	M22	$9,456.26	$14,066.42							
20040	Risk & Safety Coordinator	UCT	U36	$5,272.80	$7,066.06	$5,272.80	$5,536.44	$5,813.27	$6,103.93	$6,409.13	$6,729.58	$7,066.06
20337	Risk & Safety Manager	MGT	M22	$9,456.26	$14,066.42							
20345	Safety & Training Specialist	UCT	U40	$5,820.19	$7,799.61	$5,820.19	$6,111.20	$6,416.76	$6,737.59	$7,074.47	$7,428.20	$7,799.61
82235	SCADA Engineer	UCT	U63	$10,270.37	$13,763.27	$10,270.37	$10,783.88	$11,323.08	$11,889.23	$12,483.69	$13,107.88	$13,763.27
21100	Senior Administrative Assistant (Classified)	T_ACE	A23	$3,825.00	$5,125.86	$3,825.00	$4,016.25	$4,217.06	$4,427.91	$4,649.31	$4,881.78	$5,125.86
21440	Senior Administrative Assistant (UCT)	UCT	U23	$3,825.00	$5,125.86	$3,825.00	$4,016.25	$4,217.06	$4,427.91	$4,649.31	$4,881.78	$5,125.86
81315	Senior Cross Connection Technician	M&O	T49	$7,907.70	$10,597.07	$7,907.70	$8,284.71	$8,718.24	$9,154.15	$9,611.86	$10,092.45	$10,597.07
21220	Senior Deputy City Attorney	MGT	M27	$12,069.58	$17,953.38							
20877	Senior Engineer	MGT	M21	$9,006.40	$13,396.27							
50821	Senior Environmental Compliance Inspector	T_ACE	A50	$7,450.33	$9,984.16	$7,450.33	$7,822.85	$8,213.99	$8,624.69	$9,055.93	$9,508.72	$9,984.16
21331	Senior Executive Assistant	UCT	U48	$7,091.33	$9,503.07	$7,091.33	$7,445.90	$7,818.20	$8,209.11	$8,619.56	$9,050.54	$9,503.07
21080	Senior Human Resources Analyst	MGT	M17	$7,409.40	$11,021.66							
21590	Senior Legal Assistant	UCT	U43	$6,267.71	$8,399.33	$6,267.71	$6,581.09	$6,910.15	$7,255.65	$7,618.44	$7,999.36	$8,399.33
80681	Senior Maintenance Technician	M&O	T31	$5,070.15	$6,794.48	$5,070.15	$5,323.84	$5,589.84	$5,869.33	$6,162.80	$6,470.94	$6,794.48
20840	Senior Planner	MGT	M16	$7,057.48	$10,497.26							
40632	Senior Property & Evidence Technician	P_ACE	A31	$4,660.39	$6,245.37	$4,660.39	$4,893.41	$5,138.08	$5,394.98	$5,664.73	$5,947.97	$6,245.37

30150	Supervising Chemist	SUP	S58	$9,077.51	$12,164.73	$9,077.51	$9,531.38	$10,007.95	$10,508.35	$11,033.77	$11,585.45	$12,164.73
20823	Systems Analyst I	UCT	U48	$7,091.33	$9,503.07	$7,091.33	$7,445.90	$7,818.20	$8,209.11	$8,619.56	$9,050.54	$9,503.07
20825	Systems Analyst II	UCT	U54	$8,223.77	$11,020.64	$8,223.77	$8,634.96	$9,066.71	$9,520.05	$9,996.05	$10,495.85	$11,020.64
20965	Telecommunications Specialist	UCT	U36	$5,272.80	$7,066.06	$5,272.80	$5,536.44	$5,813.27	$6,103.93	$6,409.13	$6,729.58	$7,066.06
	Traffic Signal Technician I	T_ACE	T37	$5,879.82	$7,879.52	$5,879.82	$6,173.81	$6,482.50	$6,806.62	$7,146.95	$7,504.30	$7,879.52
	Traffic Signal Technician II	M&O	T40	$6,331.92	$8,485.38	$6,331.92	$6,648.52	$6,980.94	$7,329.99	$7,696.49	$8,081.31	$8,485.38
82233	Utilities Analyst	MGT	M17	$7,409.40	$11,021.66							
82230	Utilities Construction Coordinator	T_ACE	A39	$5,678.23	$7,609.37	$5,678.23	$5,962.14	$6,260.25	$6,573.26	$6,901.93	$7,247.02	$7,609.37
20683	Utilities Construction Manager	MGT	M21	$9,006.40	$13,396.27							
81935	Utilities Maintenance Scheduler	UCT	U49	$7,268.62	$9,740.64	$7,268.62	$7,632.05	$8,013.65	$8,414.33	$8,835.05	$9,276.80	$9,740.64
30350	Utility Billing Technician	T_ACE	A35	$5,144.20	$6,893.72	$5,144.20	$5,401.41	$5,671.48	$5,955.05	$6,252.81	$6,565.45	$6,893.72
20880	Utility Environmental Programs Manager	MGT	M19	$8,169.42	$12,151.04							
82280	Wastewater Collections Supervisor	SUP	S58	$9,077.51	$12,164.73	$9,077.51	$9,531.38	$10,007.95	$10,508.35	$11,033.77	$11,585.45	$12,164.73
82220	Wastewater Collections Technician I	M&O	T31	$5,070.15	$6,794.48	$5,070.15	$5,323.84	$5,589.84	$5,869.33	$6,162.80	$6,470.94	$6,794.48
82250	Wastewater Collections Technician II	M&O	T35	$5,596.49	$7,499.84	$5,596.49	$5,876.32	$6,170.13	$6,478.64	$6,802.57	$7,142.70	$7,499.84
20920	Wastewater Maintenance Manager	MGT	M24	$10,426.16	$15,508.80							
20975	Wastewater Operations Manager	MGT	M24	$10,426.16	$15,508.80							
82920	Wastewater Treatment Plant Operations Supervisor	SUP	S62	$10,019.87	$13,427.58	$10,019.87	$10,520.86	$11,046.91	$11,599.25	$12,179.21	$12,788.17	$13,427.58
83000	Wastewater Treatment Plant Operator I	M&O	T38	$6,026.81	$8,076.51	$6,026.81	$6,328.15	$6,644.56	$6,976.79	$7,325.63	$7,691.91	$8,076.51
82900	Wastewater Treatment Plant Operator II	M&O	T42	$6,652.47	$8,914.95	$6,652.47	$6,985.10	$7,334.35	$7,701.07	$8,086.12	$8,490.43	$8,914.95
82910	Wastewater Treatment Plant Operator III	M&O	T46	$7,343.09	$9,840.44	$7,343.09	$7,710.24	$8,095.75	$8,500.54	$8,925.57	$9,371.84	$9,840.44
82901	Wastewater Treatment Plant Operator Trainee	M&O	T34	$5,459.99	$7,316.91	$5,459.99	$5,732.99	$6,019.64	$6,320.63	$6,636.66	$6,968.49	$7,316.91
20930	Water Distribution Manager	MGT	M24	$10,426.16	$15,508.80							
82260	Water Distribution Supervisor	SUP	S61	$9,775.48	$13,100.08	$9,775.48	$10,264.26	$10,777.47	$11,316.34	$11,882.16	$12,476.27	$13,100.08
82620	Water Distribution Technician I	M&O	T31	$5,070.15	$6,794.48	$5,070.15	$5,323.84	$5,589.84	$5,869.33	$6,162.80	$6,470.94	$6,794.48
82640	Water Distribution Technician II	M&O	T35	$5,596.49	$7,499.84	$5,596.49	$5,876.32	$6,170.13	$6,478.64	$6,802.57	$7,142.70	$7,499.84
82600	Water Meter Reader	M&O	T31	$5,070.15	$6,794.48	$5,070.15	$5,323.84	$5,589.84	$5,869.33	$6,162.80	$6,470.94	$6,794.48
80051	Water Meter Services Supervisor	SUP	S55	$8,429.37	$11,296.16	$8,429.37	$8,850.84	$9,293.38	$9,758.05	$10,245.95	$10,758.25	$11,296.16
82650	Water Service Representative	M&O	T33	$5,326.82	$7,138.45	$5,326.82	$5,593.16	$5,872.82	$6,166.46	$6,474.79	$6,798.58	$7,138.45
82751	Water Treatment Plant Maintenance Supervisor	SUP	S66	$11,060.06	$14,821.54	$11,060.06	$11,613.06	$12,193.72	$12,803.40	$13,443.57	$14,115.75	$14,821.54
20990	Water Treatment Plant Manager	MGT	M24	$10,426.16	$15,508.80							
82750	Water Treatment Plant Operations Supervisor	SUP	S66	$11,060.06	$14,821.54	$11,060.06	$11,613.06	$12,193.72	$12,803.40	$13,443.57	$14,115.75	$14,821.54
82800	Water Treatment Plant Operator I	M&O	T38	$6,026.81	$8,076.51	$6,026.81	$6,328.15	$6,644.56	$6,976.79	$7,325.63	$7,691.91	$8,076.51
82700	Water Treatment Plant Operator II	M&O	T42	$6,652.47	$8,914.95	$6,652.47	$6,985.10	$7,334.35	$7,701.07	$8,086.12	$8,490.43	$8,914.95
82720	Water Treatment Plant Operator III	M&O	T46	$7,343.09	$9,840.44	$7,343.09	$7,710.24	$8,095.75	$8,500.54	$8,925.57	$9,371.84	$9,840.44
82805	Water Treatment Plant Trainee	M&O	T34	$5,459.99	$7,316.91	$5,459.99	$5,732.99	$6,019.64	$6,320.63	$6,636.66	$6,968.49	$7,316.91

STAFF REPORT

December 17, 2025
File Number 0610-75

SUBJECT

LETTER IN SUPPORT OF TRANSFERRING THE SAN PASQUAL BATTLEFIELD STATE PARK TO THE SAN PASQUAL BAND OF MISSION INDIANS

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council approve sending a letter to City of San Diego Mayor Todd Gloria expressing support for the transfer of San Pasqual Battlefield State Park to the San Pasqual Band of Mission Indians.

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

Presenter: Zack Beck, City Clerk

ESSENTIAL SERVICE –No

COUNCIL PRIORITY–

FISCAL ANALYSIS

None

PREVIOUS ACTION

None

BACKGROUND

At the November 12, 2025 City Council meeting, Councilmember Judy Fitzgerald and Councilmember Joe Garcia requested that this item be placed on a future agenda for Council consideration.

San Pasqual Battlefield State Historic Park is located approximately eight miles from the City of Escondido along Highway 78 in the San Pasqual Valley. The park currently commemorates the 1846 Battle of San Pasqual, which occurred during the Mexican-American War. The site consists of approximately 50 acres and includes a visitor center, trails, and educational facilities.

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The land is the ancestral home of the Kumeyaay people, specifically the San Pasqual Band of Mission Indians, who have maintained cultural, spiritual, and historical connections to the San Pasqual Valley since time immemorial. Historical records indicate the tribe was removed from these ancestral lands beginning in the 1870s through various governmental actions.

Ownership of the park is currently divided between the State of California, which owns approximately 3.68 acres, and the City of San Diego, which owns additional parcels within the park boundaries.

In 2025, Assembly Member David Alvarez introduced Assembly Bill 971, the San Pasqual Ancestral Land Repatriation Act, which proposed transferring state and city-owned lands within the park to the San Pasqual Band of Mission Indians. While that legislation is no longer active, similar legislation is expected to be introduced in the California State Legislature in 2026.

The proposed letter expresses the City of Escondido City Council's support for the transfer of San Pasqual Battlefield State Park to the San Pasqual Band of Mission Indians.

The letter advocates for:

1. Transfer of approximately 3.68 acres of state-owned land within the park to the San Pasqual Band of Mission Indians at no cost to the tribe.

2. Transfer of City of San Diego-owned lands within the park to the San Pasqual Band of Mission Indians.

3. State relinquishment of remaining rights and interests in city-owned lands should such transfers occur.

The letters emphasize several key points:

Historical Significance: The land holds profound significance as ancestral territory of the San Pasqual Band of Mission Indians and represents an opportunity to acknowledge historical injustices while preserving the site's value as a place commemorating the 1846 battle.

Tribal Stewardship Capabilities: The San Pasqual Band of Mission Indians has demonstrated strong capabilities in cultural preservation, environmental stewardship, and community engagement, making the tribe well-suited to manage the site.

Educational and Cultural Value: Under tribal stewardship, the park could continue serving as an important educational and cultural resource while more fully representing the complete history of the San Pasqual Valley.

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Collaborative Approach: The letter acknowledges the need for thoughtful consideration of public access, educational programming, historical interpretation, and stakeholder input.

As the nearest incorporated city to San Pasqual Battlefield State Park, Escondido has a regional interest in the stewardship and preservation of this historic site. The proposed letter positions the City as supportive of a thoughtful process that honors both the historical significance of the 1846 battle and the indigenous history of the area.

Copies of the letter will be provided to San Pasqual Band of Mission Indians Chairman Stephen Cope and California Governor Gavin Newsom.

ATTACHMENT

a) Attachment "1" – San Pasqual Letter

December 17, 2025

The Honorable Todd Gloria

Mayor, City of San Diego

202 C Street, 11th Floor

San Diego, CA 92101

Subject: Support for Transfer of San Pasqual Battlefield State Park to the San Pasqual Band of Mission Indians

Dear Mayor Gloria:

On behalf of the City of Escondido City Council, we write to express our support for the transfer of San Pasqual Battlefield State Park to the San Pasqual Band of Mission Indians. We respectfully request your thoughtful consideration of this important proposal, which includes the transfer of City of San Diego-owned lands within the park.

San Pasqual Battlefield State Historic Park, located eight miles from Escondido along Highway 78, serves multiple important purposes. The park commemorates the 1846 Battle of San Pasqual during the Mexican-American War and has provided valuable educational opportunities through the dedicated efforts of California State Parks, volunteer docents, and local organizations. We appreciate their commitment to preserving this site and sharing its history with the public.

This land also holds profound significance as the ancestral home of the Kumeyaay people, specifically the San Pasqual Band of Mission Indians, who have maintained deep cultural, spiritual, and historical connections to the San Pasqual Valley since time immemorial. Historical records indicate the tribe was removed from these ancestral lands beginning in the 1870s through various governmental actions. This history merits our careful attention and thoughtful action.

The San Pasqual Band of Mission Indians possesses deep knowledge of the cultural significance and ecological heritage of this land that spans thousands of years. The tribe has demonstrated strong capabilities in cultural preservation, environmental stewardship, and community engagement. Under tribal stewardship, the park could continue serving as an important educational and cultural resource while more fully representing the complete history of the San Pasqual Valley.

We recognize that thoughtful consideration must be given to questions of public access, educational programming, historical interpretation, and input from San Diego residents and stakeholders. We believe these important matters can be addressed through collaborative planning between the tribe, the City of San Diego, state agencies, and local communities. The transfer of this land represents an opportunity to honor both the historical significance of the 1846 battle and the far deeper indigenous history of this place.

We advocate for the City of San Diego to transfer its land holdings within San Pasqual Battlefield State Park to the San Pasqual Band of Mission Indians. This action, in coordination with similar transfers by the State of California, would ensure that ancestral lands are returned to those with the deepest cultural and historical connection to the area.

This proposal serves multiple important objectives. It acknowledges historical injustices while taking concrete steps toward reconciliation. It ensures that ancestral lands are managed by those with the most comprehensive knowledge of the area's significance. It creates opportunities for enhanced cultural education and interpretation that reflects the full span of human history in the San Pasqual Valley. It demonstrates regional leadership in respecting tribal sovereignty and indigenous land rights while maintaining the site's value as a place of learning and reflection.

We respectfully request your careful assessment of transferring City-owned lands within San Pasqual Battlefield State Park to the San Pasqual Band of Mission Indians. We encourage a thorough review process that includes input from relevant stakeholders and community members. This action would demonstrate San Diego's commitment to collaborative approaches to honoring indigenous land connections and could serve as a model for other jurisdictions facing similar considerations.

The City of Escondido, as the nearest incorporated city to San Pasqual Battlefield State Park and a neighboring jurisdiction within San Diego County, stands ready to support constructive dialogue and a thoughtful process that serves the interests of our regional community while honoring the historical and cultural significance of this land.

We appreciate your dedicated leadership on behalf of San Diego and the broader region. Thank you for your consideration of this significant matter.

Respectfully submitted,

Honorable Dane White
Mayor of Escondido

Honorable Consuelo Martinez
City Council Member District 1

Honorable Joe Garcia
City Council Member District 2

Honorable Christian Garcia
City Council Member District 3

Honorable Judy Fitzgerald
City Council Member District 4

cc: The Honorable Stephen Cope, Chairman, San Pasqual Band of Mission Indians, The Honorable Gavin Newsom, Governor, State of California,

STAFF REPORT

December 17, 2025
File Number 0610-70

SUBJECT

APPOINTMENT OF DEPUTY MAYOR

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council appoint Councilmember Joe Garcia to serve as Deputy Mayor in accordance with Ordinance No. 2020-28.

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

Presenter: Zack Beck, City Clerk

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

None

PREVIOUS ACTION

None

BACKGROUND

On November 18, 2020, the City Council adopted Ordinance No. 2020-28, which amended Chapter 2, Article 2, Section 2-24 of the Escondido Municipal Code as follows:

Sec. 2-24. Deputy Mayor Selection.

(a) The city council shall meet on the first Wednesday following certification of the results of the general municipal election and select a deputy mayor by appointment from among

CITY of ESCONDIDO

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the councilmembers. If the deputy mayor leaves elected office, the city council shall appoint a new deputy mayor at the next regular city council meeting.

(b) The deputy mayor shall serve a one-year term.

(c) The deputy mayor position shall rotate among councilmembers representing the four council districts.

(1) The city council shall appoint the deputy mayor based on seniority in current office. Each councilmember shall be appointed deputy mayor at least once during their four-year term in office.

(2) If multiple councilmembers have the same seniority at the time of appointment, the city council shall appoint the deputy mayor based on the highest votes received in the general election.

(3) If a councilmember fails or refuses to serve as deputy mayor, the councilmember shall not serve as deputy mayor until the other three councilmembers have another opportunity for appointment.

(d) No city councilmember should be appointed deputy mayor during their first year in office.

(e) The city council retains the right to appoint the deputy mayor by majority vote, notwithstanding subsection (b), whenever it deems necessary.

Per Ordinance No. 2022-28 Councilmember Joe Garcia is next in line to serve as Deputy Mayor.

STAFF REPORT

December 17, 2025
File Number 0610-55

SUBJECT

REVIEW AND UPDATE OF CITY COUNCIL SUBCOMMITTEE AND INTERAGENCY ASSIGNMENTS

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council ratify members to serve on Interagency Boards and Council Subcommittees.

Staff Recommendation: Approval (City Clerk: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk

ESSENTIAL SERVICE –No

COUNCIL PRIORITY –

FISCAL ANALYSIS

None

PREVIOUS ACTION

None

BACKGROUND

Per Council Policies and Rules of Procedure, the Council Subcommittee and Interagency Assignments are made by the Mayor (Attachment "1").

ATTACHMENTS

a) Attachment "1"—Proposed Council Subcommittee and Interagency Appointment List

Attachment "1"

2026 INTERAGENCY APPOINTMENTS

	COUNCIL REPRESENTATIVE	STAFF
01 NATIONAL LEAGUE OF CITIES	JOE GARCIA CONSUELO MARTINEZ (ALTERNATE)	ZACK BECK
02 CLEAN ENERGY ALLIANCE	CHRISTIAN GARCIA CONSUELO MARTINEZ (ALTERNATE)	CHRIS MCKINNEY
03 ESCONDIDO CREEK WATERSHED	JOE GARCIA CONSUELO MARTINEZ (ALTERNATE)	DANIEL PETERSON
04 LEAGUE OF CA CITIES	CONSUELO MARTINEZ JOE GARCIA (ALTERNATE)	ZACK BECK
05 NORTH COUNTY TRANSIT DISTRICT	JOE GARCIA DANE WHITE (ALTERNATE)	KEVIN SNYDER
06 REGIONAL SOLID WASTE ASSOC.	JUDY FITZGERALD DANE WHITE (ALTERNATE)	DANIEL PETERSON
07 SANDAG	DANE WHITE JUDY FITZGERALD (ALTERNATE) JOE GARCIA (SECOND ALTERNATE)	SEAN MCGLYNN
08 SD COUNTY WATER AUTHORITY	RICK PAUL	DANIEL PETERSON
09 SAN DIEGUITO RIVERPARK JPA	CONSUELO MARTINEZ JUDY FITZGERALD (ALTERNATE)	JOANNA AXELROD
10 NORTH COUNTY DISPATCH JPA	JOE GARCIA DANE WHITE (ALTERNATE)	JOHN TENGER

Attachment "1"

2026 SUBCOMMITTEE APPOINTMENTS

	COUNCIL REPRESENTATIVE	STAFF
01 BOARDS AND COMMISSIONS	CONSUELO MARTINEZ JUDY FITZGERALD	ZACK BECK
02 BUDGET	DANE WHITE JOE GARCIA	CHRISTINA HOLMES
03 CCAE	CHRISTIAN GARCIA JUDY FITZGERALD	CHRIS MCKINNEY
04 DOWNTOWN PARKING	DANE WHITE CHRISTIAN GARCIA	CHRIS MCKINNEY
05 ECONOMIC DEVELOPMENT	DANE WHITE JUDY FITZGERALD	JENNIFER SCHOENECK
06 HOMELESSNESS	DANE WHITE JOE GARCIA	CHRIS MCKINNEY
07 HOUSING	DANE WHITE JUDY FITZGERALD	KEVIN SNYDER
08 SCHOOLS	CONSUELO MARTINEZ CHRISTIAN GARCIA	JENNIFER SCHOENECK
09 SISTER CITIES	CONSUELO MARTINEZ JOE GARCIA	ZACK BECK
10 UTILITIES	DANE WHITE CHRISTIAN GARCIA	DANIEL PETERSON

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FUTURE AGENDA

12/24/2025 - NO MEETING (WINTER BREAK)

12/31/2025 - NO MEETING (WINTER BREAK)