



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 03, 2026

4:00 PM - Closed Session (Cancelled)

5:00 PM - Regular Session

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR

Dane White

DEPUTY MAYOR

Joe Garcia (District 2)

COUNCILMEMBERS

Consuelo Martinez (District 1)

Christian Garcia (District 3)

Judy Fitzgerald (District 4)

CITY MANAGER

Sean McGlynn

CITY ATTORNEY

Michael McGuinness

CITY CLERK

Zack Beck

HOW TO WATCH

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

In Person



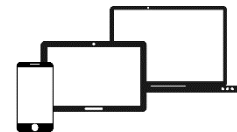
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 03, 2026

HOW TO PARTICIPATE

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

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



escondido-ca.municodemeetings.com

ASSISTANCE PROVIDED

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





CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 03, 2026

REGULAR SESSION

5:00 PM Regular Session

Mobilehome Rent Review Board

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

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 May 11, 2026 to May 24, 2026.

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

3. APPROVAL OF MINUTES: Regular meetings of May 13, 2026 and May 20, 2026

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 03, 2026

5. NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION

Request the City Council Adopt Resolutions calling for and holding a General Municipal Election and requesting consolidation with the November 3, 2026, Statewide General Election. Adopt Resolution No. 2026-96, calling for and giving notice of a General Municipal Election on November 3, 2026 for the following elective offices:

One (1) City Council Member with a four-year term to represent District One

One (1) City Council Member with a four-year term to represent District Two

One (1) Mayor with a four-year term to be elected at-large

Adopt Resolution No. 2026-97 requesting the Board of Supervisors, County of San Diego, to consolidate the City's General Municipal Election with the Statewide General Election

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

Presenter: Zack Beck, City Clerk

a) Resolution No. 2026-96

b) Resolution No. 2026-97

6. SECOND AMENDMENT TO PUBLIC SERVICES AGREEMENT WITH UNIFIRST CORPORATION TO PROVIDE UNIFORM RENTAL AND LAUNDRY SERVICES

Request the City Council adopt Resolution No. 2026-70, authorizing the Mayor to execute the Second Amendment to the Public Services Agreement ("PSA") with UniFirst Corporation for uniform rental and laundry services.

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

Presenter: Christina Holmes, Director of Finance

a) Resolution No. 2026-70



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 03, 2026

7. PUBLIC SERVICE AGREEMENT WITH HAWTHORNE POWER SYSTEMS FOR THE MODERNIZATION OF THE WATER TREATMENT PLANT'S EMERGENCY POWER SUPPLY SYSTEM

Request the City Council adopt Resolution No. 2026-72, authorizing the Mayor to execute a Public Services Agreement with Hawthorne Systems in the amount of \$736,764.43 for the design, installation, testing, and commissioning of modernization improvements to the Water Treatment Plant's Emergency Power Supply System ("Project").

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

Presenter: Reed Harlan, Assistant Director of Utilities, Water

a) Resolution No. 2026-72

8. FISCAL YEAR 2025 OPERATION STONEGARDEN GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2026-88 to (1) accept Fiscal Year 2025 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. 2026-88

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.)

9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING ESCONDIDO MUNICIPAL CODE CHAPTER 17, ARTICLE 4, DIVISION 2 TO REGULATE FIREWORKS

Approved on May 13, 2026 with a vote 5/0.

a) Ordinance No. 2026-06 (Second Reading and Adoption)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 03, 2026

10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 17 OF THE ESCONDIDO MUNICIPAL CODE TO REGULATE ENCAMPMENTS ON PUBLIC PROPERTY

Approved on May 13, 2026 with a vote of 5/0.

a) Ordinance No. 2026-08 (Second Reading and Adoption)

11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING AND ADDING TO THE ESCONDIDO MUNICIPAL CODE CHAPTER 31, ARTICLE 5, SECTIONS 31-232 WATER SHORTAGE

Approved on May 13, 2026 with a vote of 5/0.

a) Ordinance No. 2026-10 (Second Reading and Adoption)

PUBLIC HEARINGS

12. SHORT-FORM RENT INCREASE APPLICATION FOR CASA GRANDE MOBILE ESTATES

Request the City Council, serving in its role as the City of Escondido Mobilehome Rent Review Board hold a rent review board hearing to: (1) review and consider Casa Grande Mobile Estates Short-Form Application; and (2) adopt the Rent Review Board Resolution No. RRB 2026-78.

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

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

a) Resolution No. RRB 2026-78

13. FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN FOR THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FUNDING FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM

Request the City Council conduct a Public Hearing to solicit and consider citizen input on the Fiscal Year ("FY") 2026-2027 Department Housing and Urban Development ("HUD") Annual Action Plan for the use of the Home investment Partnership ("HOME") funds; and adopt Resolution No. 2026-98 approving Fiscal Year 2026-2027 HUD Annual Action Plan for use of HOME Funds, conditionally commit funds to projects, and authorize the Director of Development Services to execute contracts as appropriate.

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

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

a) Resolution No. 2026-98



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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CURRENT BUSINESS

14. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE RINKS FOUNDATION TO EXPLORE FEASIBILITY OF THE CONSTRUCTION OF A COMMUNITY ICE SPORTS FACILITY AT KIT CARSON PARK

Request the City Council adopt Resolution No. 2026-87 approving an MOU with The Rinks Foundation to explore the feasibility of The Rinks Foundation constructing and operating, via a long-term lease, a three-sheet community ice facility in Kit Carson Park ("Project").

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

Presenter: Joanna Axelrod, Deputy City Manager

a) Resolution No. 2026-87

15. BOARD AND COMMISSION APPOINTMENTS

Mayor White respectfully requests that the City Council ratify his appointments to the Public Art Commission as follows:

- Nathalie Martinez
- Mimi Ovanessoff
- John Pappas III
- Marcus Wanner

Mayor White respectfully requests that the City Council ratify his appointments to Transportation and Community Safety Commission as follows:

- Rachel "Beth" Kassebaum
- David Cazares
- Michelle Peters

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

Presenter: Mayor Dane White



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 03, 2026

FUTURE AGENDA

16. FUTURE AGENDA

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

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

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

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.

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, June 10, 2026	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>
Wednesday, June 17, 2026	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>

SUCCESSOR AGENCY

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

CEQA STATEMENT

Unless stated otherwise on the agenda, every item on the agenda is exempt from CEQA under Guideline Sections 15060(c), 15061(b)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065



A F F I D A V I T S
O F
I T E M
P O S T I N G –

- **NOTICE OF PUBLIC HEARING TO APPROVE THE 2026-2027 FUNDING ALLOCATION FOR HOME INVESTMENT PARTNERSHIP ACT (“HOME”) FUNDS AND THE SUBMITTAL OF THE 2026-2027 ANNUAL ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (“HUD”)**

CITY OF ESCONDIDO

**NOTICE OF PUBLIC HEARING
TO APPROVE THE 2026-2027 FUNDING ALLOCATION FOR HOME INVESTMENT
PARTNERSHIP ACT (“HOME”) FUNDS AND THE SUBMITTAL OF THE 2026-2027
ANNUAL ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING & URBAN
DEVELOPMENT (“HUD”)**

NOTICE IS HEREBY GIVEN that the Escondido City Council will hold a public hearing on **Wednesday, June 03, 2026 at 5 p.m.** in the City Council Chambers, Escondido City Hall, 201 North Broadway, Escondido, CA 92025, to approve the 2026-2027 funding allocation for HOME funds and the submittal of the 2026-2027 annual action plan to HUD.

The City of Escondido welcomes and encourages community feedback and participation.

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

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 filling 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://www.escondido.gov/417/Risk-Safety-ADA>.

PUBLIC COMMENT: If you would like to register your position without attending the City Council meeting in person, you may do so using this 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.

DocuSigned by:



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Zack Beck, City Clerk
City of Escondido
May 21, 2026

Published in THE ESCONDIDO TIMES ADVOCATE: 5-21-26

CIUDAD DE ESCONDIDO
AVISO DE AUDIENCIA PÚBLICA

PARA APROBAR LA ASIGNACIÓN DE FONDOS DEL PROGRAMA HOME INVESTMENT PARTNERSHIPS (“HOME”) PARA 2026-2027 Y LA PRESENTACIÓN DEL PLAN DE ACCIÓN ANUAL 2026-2027 AL DEPARTAMENTO DE VIVIENDA Y DESARROLLO URBANO DE LOS ESTADOS UNIDOS (“HUD”)


POR MEDIO DEL PRESENTE AVISO SE NOTIFICA que el Concejo Municipal de Escondido realizará una audiencia pública el **miércoles 03 de junio de 2026 a las 5 p.m.** en la Sala Consistorial del Concejo Municipal, Ayuntamiento de Escondido, 201 North Broadway, Escondido, CA 92025, para aprobar la asignación de fondos de HOME para 2026-2027 y la presentación del Plan De Acción Anual 2026-2027 al departamento de HUD.

La Ciudad de Escondido invita a la comunidad a participar y compartir sus comentarios.

Si cuestiona el asunto descrito anteriormente ante una corte, podría quedar limitado a proponer sólo aquellos asuntos que usted o alguien más haya propuesto en la audiencia pública señalada en este aviso, o en la correspondencia escrita entregada al Concejo Municipal de Escondido durante o antes de la audiencia.

La Ciudad de Escondido sigue comprometida a cumplir con la Ley de Estadounidenses con Discapacidades (ADA). Las personas calificadas con discapacidades que deseen participar en programas, servicios o actividades de la Ciudad y que necesiten adecuaciones están invitadas a presentar sus solicitudes a la Ciudad llenando un Formulario de Solicitud de Adecuaciones o un Formulario de Solicitud de Apoyo de Inclusión para Menores, o llamando al 760-839-4643, preferiblemente al menos 72 horas antes del evento o actividad. Los formularios se pueden encontrar en el sitio web de la Ciudad en: <https://www.escondido.gov/417/Risk-Safety-ADA>.

COMENTARIO PÚBLICO: Si desea expresar su opinión sin asistir en persona a la reunión del Concejo Municipal, puede hacerlo usando este enlace: <https://escondido-ca.municodemeetings.com/bc-citycouncil/webform/public-comment>. Todos los comentarios recibidos del público formarán parte del registro oficial de la junta.

DocuSigned by:

A58535D0BDC1430...
Zack Beck, City Clerk
City of Escondido
May 21, 2026

Published in THE ESCONDIDO TIMES ADVOCATE: 5-21-26



STAFF REPORT

June 03, 2026
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER

DEPARTMENT

Finance

RECOMMENDATION

Approval for City Council and Housing Successor Agency warrants issued between May 11, 2026 to May 24, 2026

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

Dates	05/11/2026 to 05/24/2026
Total	\$5,533,136.55
Number of Warrants	443

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

- II. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code § 54956.8)**
 - a. Property: 272 E. Via Rancho Pkwy., Escondido (Mershops North County Mall)
 Agency Negotiator: Christopher McKinney, Deputy City Manager, or designees
 Negotiating Party: Costco Wholesale Corporation
 Under Negotiation: Price and Terms of Ground Lease and REA

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Government Code §54956(d)(2))**
 - a. Significant exposure to litigation: 1 potential

ADJOURNMENT

Mayor White adjourned the meeting at 4:45 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

PROCLAMATIONS

2026 National Public Works Week

National Building Safety Month

Mental Health Awareness Month

Economic Development Month

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

Lori Hatley – Expressed concern regarding Canary Palms that are becoming infected by a fungal disease and suggested Public Works address the issue.

CONSENT CALENDAR



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

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 April 27, 2026 to May 03, 2026.

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

3. APPROVAL OF MINUTES: None

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. TREASURER’S INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2026

Request the City Council approve the Quarterly Investment Report for the quarter ended March 31, 2026. (File Number 0490-55)

Staff Recommendation: Approval (Finance Department: Douglas Shultz, City Treasurer)

Presenter: Douglas Shultz, City Treasurer

6. THE CITY OF ESCONDIDO’S INVESTMENT POLICY

Request the City Council adopt Resolution No. 2026-79, approving the City of Escondido’s May 2026 Investment Policy. (File Number 0490-55)

Staff Recommendation: Approval (Finance Department: Douglas Shultz, City Treasurer)

Presenter: Douglas Shultz, City Treasurer

a) Resolution No. 2026-79

7. REQUEST APPROVAL FOR CHANGE ORDER TO THE PUBLIC IMPROVEMENT AGREEMENT WITH PALM ENGINEERING CONSTRUCTION COMPANY, INC. FOR THE MOUNTAIN VIEW PARK PICKLEBALL COURTS PROJECT

Request the City Council adopt Resolution No. 2026-73, to execute a change order to the public improvement agreement with Palm Engineering Construction Company, Inc. for the installation of a shade structure, picnic tables and construction of a concrete pad in the amount of \$98,620.84. (File Number 0910-20)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

Presenter: Michael Tully, Project Manager

a) Resolution No. 2026-73

8. FIRST AMENDMENT TO NV5, INC. IN THE AMOUNT OF \$200,000 FOR ON-CALL BUILDING PLAN REVIEW AND INSPECTION SERVICES

Request the City Council adopt Resolution No. 2026-62 authorizing the Mayor to execute the First Amendment to the Consulting Services Agreement with NV5, Inc. in the amount of \$200,000 for on-call building plan review and inspection services. (File Number 0600-10; A-3471-B1)

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

Presenter: Douglas Moody, Building Official

a) Resolution No. 2026-62

9. SECOND AMENDMENT TO INTERWEST CONSULTING GROUP, INC. IN THE AMOUNT OF \$550,000 FOR ON-CALL BUILDING PLAN REVIEW AND INSPECTION SERVICES

Request the City Council approve Resolution No. 2026-63 authorizing the Mayor to execute the Second Amendment to the Consulting Services Agreement with Interwest Consulting Group, Inc. in the amount of \$550,000 for on-call building plan review and inspection services. (File Number 0600-10; A-3471-A-2)

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

Presenter: Doug Moody, Building Official

a) Resolution No. 2026-63

10. NOTICE OF COMPLETION FOR THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

Request the City Council adopt Resolution No. 2026-51, authorizing the Director of Utilities to file a Notice of Completion for the Emergency Repair of the Escondido Trunk Sewer Main. (File Number 0910-20)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

Presenter: Daniel Peterson, Director of Utilities

a) Resolution No. 2026-51

CURRENT BUSINESS

11. BOARD AND COMMISSION INTERVIEWS

Request the City Council conduct interviews of applicants to fill vacancies on the City's Boards and Commissions. (File Number 0120-10)

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

Presenter: Zack Beck, City Clerk

PUBLIC HEARINGS

12. SHORT-FORM RENT INCREASE APPLICATION FOR GREENCREST MOBILEHOME PARK

Request the City Council, serving in its role as the City of Escondido Mobilehome Rent Review Board, (1) review and consider Greencrest Mobilehome Park's Short-Form Application and (2) adopt Mobilehome Rent Review Board Resolution No. RRB 2026-65. (File Number 0680-35)

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

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

a) Resolution No. RRB 2026-65

Jim Younce – Expressed support for the item

Yuridia Carrillo – Expressed opposition to the item

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

13. SHORT-FORM RENT INCREASE APPLICATION FOR EASTWOOD MEADOWS MOBILEHOME PARK

Request the City Council, serving in its role as the City of Escondido Mobilehome Rent Review



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Board, (1) review and consider Eastwood Meadows Mobilehome Park Short-Form Application; and (2) adopt the Rent Review Board Resolution No. RRB 2026-61. (File Number 0680-35)

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

Presenter: Carlos Cervantes, Management Analyst; Stephen Jacobson, Code Compliance Officer II

a) Resolution No. RRB 2026-61

Jim Younce – Expressed support for the item

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

14. 2025 URBAN WATER MANAGEMENT PLAN

Request the City Council: Adopt Resolution No. 2026-67, approving the 2025 Urban Water Management Plan; Adopt Resolution No. 2026-68, approving the Water Shortage Contingency Plan; and Adopt Ordinance No. 2026-10 approving amendments to Chapter 31, Section 232 of the Escondido Municipal Code. (File Number 1320-90)

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

Presenter: Daniel Peterson, Director of Utilities

a) Resolution No. 2026-67

b) Resolution No. 2026-68

c) Ordinance No. 2026-10 (First Reading and Introduction)

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

15. AMENDMENT TO LOCAL ENCAMPMENT ORDINANCE

Request the City Council adopt Ordinance No. 2026-08, amending Escondido Municipal Code section 17-8.1 through section 17-8.7 relating to regulations of encampments on public property. (File Number 0680-10)

Staff Recommendation: Approval (Public Works Department: Joseph Goulart, Director of Public Works and City Attorney’s Office: Michael McGuinness, City Attorney)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Presenter: Jake Nyberg, Assistant Director of Public Works and Mathew Ciremele, Police Sergeant

a) Ordinance No. 2026-08 (First Reading and Introduction)

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

16. AMENDMENTS TO FIREWORKS ORDINANCE

Request the City Council adopt Ordinance No. 2026-06, amending Escondido Municipal Code Chapter 17, Article 4, Division 2 (“Fireworks Ordinance”) to regulate fireworks. The amendment will update the existing Ordinance regarding fireworks regulations pursuant to the City’s police power on the operation and use of fireworks; to promote the public health and safety; and to prevent the fire risks, noise disturbances, air pollution, litter, and adverse impacts on military veterans, pets, and other vulnerable populations. (File Number 0680-10)

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

Presenter: Ryan Banks, Police Captain

a) Ordinance No. 2026-06 (First Reading and Introduction)

Skip Middleton – Expressed support for this item

Heather Middleton – Expressed support for this item

Denise Rolan – Expressed support for this item

Motion: J. Garcia; Second: White; Approved: 4-0; Martinez - Recused

CURRENT BUSINESS

17. THE DOWNTOWN ESCONDIDO PROPERTY BUSINESS IMPROVEMENT DISTRICT (PBID)

Request the City Council adopt Resolution No. 2026-66 authorizing the City Manager to sign the petition and ballot and other documents for all City-owned properties in support of the Downtown Escondido Property Business Improvement District (“PBID”). (File Number 0865-10)

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

Presenter: Jennifer Schoeneck, Director of Economic Development



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

a) Resolution 2026-66

Carol Rogers – Expressed support for this item

David Rodger – Expressed support for this item

Jason Schafer – Expressed opposition to this item

Elijah Rosenberg – Expressed support for this item

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

18. EMERGENCY MEDICAL SERVICES (EMS) USER FEE REVIEW AND COUNCIL DIRECTION

Request the City Council provide direction to staff regarding the City’s EMS user fees following a comparative review of regional fee structures and an evaluation of current cost-recovery levels. (File Number 0480-45)

Staff Recommendation: Provide Direction (Fire Department: Tyler Batson, Fire Chief)

Presenter: Tyler Batson, Fire Chief

This item was pulled from the agenda by staff

FUTURE AGENDA

19. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

ORAL COMMUNICATIONS

None

CITY MANAGER’S REPORT



CITY *of* ESCONDIDO

COUNCIL MEETING MINUTES

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

ADJOURNMENT

Mayor White adjourned the meeting at 9:15 p.m.

MAYOR

CITY CLERK



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 LEGAL COUNSEL – PENDING LITIGATION (Government Code § 54957.6)**

- a. *Alexander Cox v. City of Escondido*
San Diego Superior Court Case No. 24CU016279N

ADJOURNMENT

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

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

PROCLAMATION

Water Awareness Month

PRESENTATION

"Love Water, Save Water" 4th Grade Poster Contest Finalists' Recognition

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

Lisa Richards – Requested the City Council provide a day center for those experiencing homelessness.

Michael Feinstein - Requested the City Council electoral systems that creates proportional representation plan via ranked-choice voting.

Richard Garner – Requested the City Council provide a day center for those experiencing homelessness.

CONSENT CALENDAR

Motion to approve item 1-4 and 6: White; Second: C. Garcia; Approved: 5-0



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

2. APPROVAL OF WARRANT REGISTER

Request the City Council approve the City Council and Housing Successor Agency warrants issued between May 04, 2026 to May 10, 2026.

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

3. APPROVAL OF MINUTES: None

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. AWARD OF CONTRACT FOR CONSTRUCTION FOR WESTSIDE PARK SKATE SPOT PROJECT TO GEOCON ENGINEERING INC.

Request the City Council adopt Resolution No. 2026-82 awarding a construction contract to GeoCon Engineering Inc. and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$1,293,844.00 for construction of Westside Park Skate Spot Project ("Project"). (File Number 0600-10; A-3591)

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

Presenters: Jason Christman, Engineering Manager; Matt Souttere, Principal Engineer

a) Resolution No. 2026-82

6. APPROVE PROPOSED SAN DIEGO GAS AND ELECTRIC EASEMENT AT 272 E. VIA RANCHO PARKWAY TO PROVIDE ELECTRICITY FOR 7 TESLA SUPERCHARGER CABINETS

Request the City Council adopt Resolution No. 2026-21 authorizing the proposed San Diego Gas and Electric (SDG&E) easement located at 272 E. Via Rancho Parkway. (File Number 0690-80)

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

Presenter: Leia Cabrera, Engineering Manager

a) Resolution No. 2026-21

Daniela Trujillo – Expressed opposition to this item and requested improvement with community engagement.

Pasta – Expressed support for this item.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Christina – Expressed support for this item.

Angela – Expressed support for this item.

Shane Fischer – Expressed support for this item.

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

PUBLIC HEARINGS

7. FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN FOR DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Request the City Council (1) conduct a public hearing to solicit and consider citizen input on the Fiscal Year 2026-2027 Annual Action Plan for the use of Community Development and Block Grant funds and (2) adopt Resolution No. 2026-83 approving Fiscal Year 2026-2027 Annual Action Plan for the use of Community Development and Block Grant funds, conditionally commit funds to projects, and authorize the Director of Community Development to execute contracts as appropriate. (File Number 0870-11)

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

Presenters: Danielle Lopez, Housing and Neighborhood Services Manager and Dulce Salazar, Management Analyst

a) Resolution No. 2026-83

Item continued to June 10, 2026

8. CONTINUED PUBLIC HEARING FOR PL26-0088: REQUEST FOR REVOCATION OF CONDITION OF APPROVAL SPECIFIED IN EXHIBIT "E" OF RESOLUTION NO. 2024-183R PERTAINING TO CONDITIONAL USE PERMIT PH19-0049

Request the City Council adopt Resolution No. 2026-64 to affirm or modify its decision in response to the request by Morrie Golcheh to waive the requirement for the payment of \$560,000 of the cost of a new traffic signal at the intersection of Rock Springs Road and Lincoln Avenue as specified in Street Improvements and Traffic Condition of Approval No. 5 in Exhibit "E" of Resolution No. 2024-183R adopted by the City Council on December 4, 2024 pertaining to Conditional Use Permit (PHG-19-0049) subject to one or more condition (s). (File Number 0800-40)

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Presenter: Kevin Snyder, Director of Development Services

a) Resolution No. 2026-64

Stuart Reyes – Requested the City Council to improve traffic and pedestrian safety at Rock Springs Road and West Lincoln Ave.

James Lockhart – Requested the City Council to improve traffic and pedestrian safety at Rock Springs Road and West Lincoln Ave.

Motion to retain requirement for \$560,000 contribution to new traffic signal at Rock Springs Road / Lincoln Ave: Martinez; Second: White; Approved: 4-1 (C. Garcia – No)

CURRENT BUSINESS

9. COMMUNITY SERVICES DEPARTMENT USER FEE UPDATE

Request the City Council receive and file the Community Services Department User Fee update. (File Number 0480-45)

Staff Recommendation: Receive and File (Community Services Department: Joseph Goulart, Director of Public Works)

Presenter: Robert Rhoades, Assistant Director of Community Services

10. ADOPTION OF AMENDED FUND BALANCE AND RESERVE POLICY

Request the City Council adopt Resolution No. 2026-85 modifying the City of Escondido Fund Balance and Reserve Policy. (File Number 0680-20)

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

Presenter: Christina Holmes, Director of Finance

a) Resolution No. 2026-85

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

WORKSHOP

11. FISCAL YEAR 2026/27 OPERATING BUDGET BRIEFING

Request the City Council provide direction regarding the Fiscal Year 2026/27 Operating Budget. (File Number 0430-30)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

Presenter: Christina Holmes, Director of Finance

12. FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND FISCAL YEAR 2026/27 CAPITAL IMPROVEMENT PROGRAM BUDGET BRIEFING

Request the City Council to review the proposed Fiscal Year 2026/27 Five-Year Capital Improvement Program and Budget and authorize staff to return with the Fiscal Year 2026/27 Capital Improvement Program and Budget for final adoption on June 17, 2026. (File Number 0430-30)

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

Presenter: Vinnie Bernabeo, City Manager’s Office

CURRENT BUSINESS

13. LETTER IN SUPPORT OF ASSEMBLY BILL 1857 – THE GROCERY STORES ACCESS ACT

Request the City Council approve sending a letter to the California State Assembly in Support of AB 1857. (File Number 0145-30)

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

Presenter: Zack Beck, City Clerk

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

14. APPOINTMENT OF AN AD-HOC SUBCOMMITTEE FOR THE CITY ATTORNEY REPLACEMENT PROCESS

Request the City Council approve the creation of an Ad-Hoc Subcommittee for the City Attorney replacement process. (File Number 0120-15)

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

Presenter: Zack Beck, City Clerk

Motion to appoint Mayor White and Councilmember Christian Garcia: White; Second: J. Garcia; Approved: 5-0



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

15. BOARD AND COMMISSION MAKE-UP INTERVIEWS

Request the City Council conduct make-up interviews of applicants to fill vacancies on the City's Boards and Commissions. (File Number 0120-10)

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

Presenter: Zack Beck, City Clerk

FUTURE AGENDA

16. FUTURE AGENDA

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

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

C. Garcia / Fitzgerald: Report on homelessness in Escondido.

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT

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

ORAL COMMUNICATIONS

None

ADJOURNMENT

Mayor White adjourned the meeting at 9:00 p.m.

MAYOR

CITY CLERK



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

Approval of this consent calendar item allows the City Council/RRB to waive the reading of the full text and title of all resolutions 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

June 03, 2026
File Number 0650-10

SUBJECT

NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION - REQUEST THE CITY COUNCIL ADOPT RESOLUTIONS CALLING FOR AND HOLDING A GENERAL MUNICIPAL ELECTION AND REQUESTING CONSOLIDATION WITH THE NOVEMBER 3, 2026, STATEWIDE GENERAL ELECTION.

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council Adopt Resolutions calling for and holding a General Municipal Election and requesting consolidation with the November 3, 2026, Statewide General Election.

- 1) Adopt Resolution No. 2026-96, calling for and giving notice of a General Municipal Election on November 3, 2026 for the following elective offices:
 - a. One (1) City Council Member with a four-year term to represent District One
 - b. One (1) City Council Member with a four-year term to represent District Two
 - c. One (1) Mayor with a four-year term to be elected at-large
- 2) Adopt Resolution No. 2026-97 requesting the Board of Supervisors, County of San Diego, to consolidate the City's General Municipal Election with the Statewide General Election

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

Presenter: Zack Beck, City Clerk

FISCAL ANALYSIS

\$250,000 has been allocated in the FY 2026-2027 General Fund City Clerk Department Budget for this election.

BACKGROUND

The Escondido Municipal Code Section 2-29 requires the City's General Municipal Election to be held on the same day as the Statewide General Election, which is November 3, 2026. The resolutions presented give notice of the upcoming Municipal Election. The resolutions must be filed with the Registrar of Voters no later than August 7, 2026.



CITY *of* ESCONDIDO

STAFF REPORT

RESOLUTIONS

- a. Resolution No. 2026-96
- b. Resolution No. 2026-97

RESOLUTION NO. 2026-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, and a General Municipal Election shall be held on November 3, 2026, for the election of Municipal Officers; and

WHEREAS, the City Council of the City of Escondido, California, has adopted Ordinance No. 2022-06, amending the Escondido Municipal Code to provide that the four members of the City Council shall be elected by district, with two such districts to be on the 2026 ballot. The Mayor and all city measures shall be voted on by the city at-large; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, does resolve, declare, determine and order as follows:

1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, including the requirements of Section 10403 of the Elections Code and Section 34881 of the Government Code, there is called and ordered to be held in the City of Escondido, California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of electing one (1) Member of the City Council to be nominated and elected by voters in District One for the full term of four (4) years; one (1) Member of the City Council to be nominated and elected by voters in District Two for the full term of four (4) years; and one (1) Mayor for the full term of four (4) years to be elected at-large;

2. That the ballots to be used at the election shall be in form and content as required by law.
3. That the City Clerk is authorized, instructed and directed to coordinate with the County of San Diego Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.
4. That the polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until eight 8:00 p.m. of the same day when the polls shall be closed, pursuant to Election Code Section 10242, except as provided in Section 14401 of the Elections Code of the State of California.
5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.
6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.
7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.
8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

RESOLUTION NO. 2026-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Escondido called a General Municipal Election to be held on November 3, 2026, for the purpose of the election of one Member of the City Council to be nominated and elected by voters of District One, one Member of the City Council to be nominated and elected by voters of District Two, and one Mayor to be elected at-large; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General election to be held on the same date and that within the City the precincts, Vote Centers and election officers of the two elections be the same, and that the County Election Department of the County of San Diego canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ESCONDIDO DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

1. That pursuant to the requirements of Section 10403 of the Elections Code and Section 34881 of the Government Code, the Board of Supervisors of the County of San Diego is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 3, 2026, for the purpose of the election of one (1) Member of the City Council to be nominated and elected by registered voters of District One; one (1) Member of the City Council

to be nominated and elected by registered voters of District Two; and one (1) Mayor to be elected at-large by registered voters in the City of Escondido.

2. That pursuant to the San Diego County Municipal Code SEC. 439.1 The Registrar of Voters may, subject to the requirements of this section and subject to such terms and conditions as the Registrar may prescribe, render specified services relating to the conduct of an election to any city or district the governing body of which has by resolution requested the Board of Supervisors for the County of San Diego to permit the Registrar of Voters of the County of San Diego to render such services.

- a) The governing body of the city or district shall file with the Registrar of Voters a certified copy of the resolution of its governing body requesting the Board of Supervisors to permit the Registrar of Voters to render the specified services relating to the conduct of an election and agreeing that it will be bound by the requirements of this section and such terms and conditions as the Registrar of Voters may prescribe, and agreeing that it will reimburse the County in full for its costs and expenses in rendering such services.
- b) The governing body of the city or district shall:
 1. In its resolution specify the services requested.
 2. Deposit at least 60 days in advance of the election the Registrar of Voter's estimate of the city or district's share of the elections cost.
 3. Reimburse the County in full for the services performed upon presentation of a final invoice to the city or district.
 4. Include in its resolution an agreement to indemnify and hold harmless the County, its officers, agents and employees from expense of liability, including reasonable attorneys fees, as the result of an election contest arising after conduct of an election.
- c) If the Registrar of Voters decides that requested election services should not be rendered, the Registrar shall refer the matter to the Board of Supervisors for determination.

3. That the County Elections Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election in accordance with California Election Code Section 10418.

4. That the Board of Supervisors is requested to issue instructions to the County Elections Department to take any and all steps necessary for the holding of the consolidated election.

5. That the City of Escondido recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

6. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Elections Department of the County of San Diego.

7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.



STAFF REPORT

June 3, 2026

File Number 0600-10; A-3351-2

SUBJECT

SECOND AMENDMENT TO PUBLIC SERVICES AGREEMENT WITH UNIFIRST CORPORATION TO PROVIDE UNIFORM RENTAL AND LAUNDRY SERVICES

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-70, authorizing the Mayor to execute the Second Amendment to the Public Services Agreement (“PSA”) with UniFirst Corporation for uniform rental and laundry services.

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

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE – Yes, internal requirement in support of uniformed City employees

COUNCIL PRIORITY –

FISCAL ANALYSIS

The total cost for services shall vary depending on the number of garments rented during the year. The unit prices for this PSA and subsequent amendments are firm. A list of unit prices is listed in Exhibit 1 to the PSAs Scope of Work (attached to Resolution No. 2026-70). Sufficient funds will be appropriated in the Departments’ operating budget for each fiscal year to cover their uniform rental and laundry services costs.

PREVIOUS ACTION

On March 10, 2021, the City Council adopted Resolution No. 2021-35, authorizing the Mayor to execute a PSA with UniFirst Corporation in the amount of \$156,000. This PSA provided for an initial two-year term with the City retaining the option to extend the agreement for up to five additional one-year terms.

BACKGROUND

The City provides uniform and laundry services for employees required to wear a uniform as deemed appropriate for the health and safety of the employee. The City also provides uniforms to readily identify



CITY of ESCONDIDO

STAFF REPORT

employees who have continuing contact with the public and/or who are performing tasks, which by their nature dictate that they are clearly recognized as City employees. These uniform and laundry services are provided to employees in Public Works, Building Maintenance, Fleet Services, Hale Avenue Resource Recovery Facility, Environmental Compliance, Water Treatment Plant, Lakes, and Community Services.

The City issued a Request for Proposals (“RFP”) on December 10, 2020, inviting qualified uniform service companies to submit their proposals to provide rental and cleaning services for uniforms, mats, towels, and other items. Proposals were received from Aramark Uniform & Career Apparel, LLC, and UniFirst Corporation. Staff determined that although both proposals were deemed responsive and both companies were capable of providing the uniform services, UniFirst Corporation was able to provide the services at the lowest cost.

UniFirst Corporation was awarded with a two-year agreement; with the option to extend the contract for a maximum of five additional years thereafter. Although the PSA included renewal options, the City did not process the first option to renew prior to the contract’s expiration. As a result, the agreement lapsed and a new contract was executed in order to continue services.

The new PSA with UniFirst Corporation was executed by the City Manager on November 22, 2023, in an amount not to exceed \$146,000, to cover services from November 2023 through June 30, 2024. This agreement included the City’s option to extend for the remainder of the five one-year terms previously approved by Council.

A first amendment to the PSA was executed by the City Manager on June 23, 2025, extending the contract term through fiscal year 2025-26 and adding funds bringing the total not to exceed price to \$200,000.

This Second Amendment to the PSA is extending the contract term through fiscal year 2026-27 and adding funds of \$75,000, bringing the total not to exceed price to \$275,000.

A third amendment is anticipated to be executed to cover services through fiscal year 2027-28.

RESOLUTIONS

- a. Resolution No. 2026-70
- b. Resolution No. 2026-70 – Exhibit “A” –Second Amendment to Public Services Agreement

RESOLUTION NO. 2026-70

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 A PUBLIC SERVICES AGREEMENT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL AND LAUNDRY SERVICES

WHEREAS, on December 15, 2020, the City of Escondido (“City”) issued a Request for Proposals for uniform rental and laundry services; and

WHEREAS, two proposals were received from UniFirst Corporation and Aramark Uniform & Career Apparel, LLC; and

WHEREAS, uniform rental and laundry services are necessary for employees required to wear a uniform as deemed appropriate for the health and safety of the employees; and

WHEREAS, UniFirst Corporation was deemed responsive and the most advantageous to the City and was awarded a two-year contract with the option to extend the contract for a maximum of five additional years thereafter; and

WHEREAS, the first option to renew was not processed prior to the contract’s expiration and a new agreement with UniFirst Corporation was executed to continue services, including the option to extend the contract for the same terms as the original agreement; and

WHEREAS, a first amendment was executed on June 23, 2025 by the City Manager to exercise the first one-year option to extend the contract through fiscal year 2025-26 and add funds in the amount of \$54,000; and

WHEREAS, a second amendment is requested to exercise the section one-year option to extend the contract through fiscal year 2026-27 and add funds in the amount of \$75,000.

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 Mayor to execute, on behalf of the City, a second amendment to a Public Services Agreement with UniFirst Corporation, in substantially the same format as Exhibit "A" to this Resolution, which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
SECOND AMENDMENT TO PUBLIC SERVICES AGREEMENT

This Second Amendment to Public Services Agreement ("Second 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: Cricket Lichtenfels
760-839-6290, ext. 7003
("CITY")

And: UNIFIRST CORPORATION
a Massachusetts corporation
3801 Ocean Ranch Blvd., Building 105
Oceanside, CA 92056
Attn: Justin Petite
760-295-6273
("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 November 22, 2024, which was subsequently amended by a First Amendment dated June 23, 2025 (collectively, the "Agreement"), wherein CITY retained CONTRACTOR to provide uniform rental and laundry services, 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. The CONTRACTOR will furnish all of the Services described in "Attachment A" to this Second Amendment, which is attached hereto and incorporated herein by this reference.
2. The CITY will compensate the CONTRACTOR in an additional amount not to exceed the sum of **\$90,000**, pursuant to the conditions contained in "Attachment A" to this Second Amendment.
3. 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.

- 4. This Second 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 Second Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Second Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
- 6. Unless a different date is provided in this Second Amendment, the effective date of this Second Amendment shall be the latest date of execution set forth by the names of the signatories below.

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

UNIFIRST CORPORATION

Date: _____

name, title

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

Unifirst Corporation, a Massachusetts corporation ("Contractor") will continue to provide the City of Escondido, a California municipal corporation ("City") with uniform rental and laundry services.

B. Location

Contractor will continue to provide services and delivery at the following City Departments:

1. Public Works/Building Maintenance located at 475 N. Spruce St., Escondido, CA 92025;
2. Dixon Lake located at 1700 N. La Honda Dr., Escondido, CA 92027;
3. Fleet located at 475 N. Spruce St., Escondido, CA 92025;
4. Lake Wohlford located at 25453 Lake Wohlford Rd., Escondido, CA 92027;
5. Escondido Sports Center located at 3315 Bear Valley Pkwy., Escondido, CA;
6. Park Avenue Community Center ("PACC") located at 210 E. Park Ave., Escondido, CA 92025; and
7. Hale Avenue Resource Recovery Facility ("HARRF") located at 1521 S. Hale Avenue, Escondido, CA 92029.

C. Services

Contractor shall continue to provide the following services to each Department listed in Section B, above:

1. Furnish uniforms, fit, hem, take in and let out, adjust, stitch, sew, repair, launder, stain-remove, inventory, deliver, pick-up, replace uniforms, and provide carpeted entrance mats;
2. Provide clean uniforms free from soils, dirt, grease and oil without damaging the material to the point of detracting from the appearance of the uniform;
3. Replace uniforms after two years;
4. Newly ordered or replaced uniforms will be provided to City employees no later than two weeks after the order is placed by the City. Any delays must be reported to the City within 48 hours of the order being placed and corrective action by the Contractor must be implemented within two weeks of the order being placed;
5. Uniforms will not be accepted if faded, worn, or "off-color";
6. Respond to service complaints within 24 hours of receiving the complaint and provide corrective action within 48 hours of receiving the complaint;
7. Provide unisex garment samples for long and short-sleeved shirts ranging in size Small to 4XL and pants ranging from sizes 26" to 42";
8. Quantities of uniforms per employee will be determined by designated City departments' contact;
9. Any uniform size changes or additions/deletions of uniforms will be provided at no additional cost to the City, except for preparation and emblem charges;
10. Changes to uniforms will be received by the City no later than two weeks after the order is placed;
11. If a garment requires alteration, Contractor shall complete the alteration and return the garment to the City within 14 days;
12. Provide lockers with locking capabilities for soiled garments as well as lockers for clean uniforms;
13. Provide dry, clean, wrinkle-free, and ready to wear uniforms at all times. All garments shall be provided on hangers, and if necessary, in plastic bags;
14. Recycled hangers shall be picked up by Contractor at least once per week on a predetermined day during normal business hours;

15. Provide garment control identification tag for each employee uniform to ensure delivery to correct location. Each garment will also be affixed with a barcoded identification label to ensure completeness and accuracy of each delivery;
16. Provide a sortation list with a complete listing of garments picked up and delivered each week upon delivery;
17. Uniforms will be replaced at the contractor's expense if repairs are larger than dime size;
18. Provide carpeted and wet area mats to all delivery locations requesting such items. Carpeted mats shall be delivered free from dirt, soil and stains and completely dry; and
19. City staff must accept and sign for weekly delivery.

The City shall;

1. Provide all logos to be attached to all employee uniforms; and
2. Be responsible for lost and damaged garments done by City employees.

D. Scheduling

Delivery dates and times shall be arranged in advance by mutual agreement between Contractor and each Department listed in Section B. All deliveries shall be completed during normal business hours. All prescheduled pick-ups and delivers that fall on official City holidays shall occur the proceeding business day or on a date mutually agreed upon by Contractor and the corresponding department.

Contractor will schedule specific dates of work and coordinate as necessary with the following City staff based on service location.

- For services provided at Public Works/Building Maintenance, Contractor shall contact Nicole Fish at 760-839-4669 or Nicole.Fish@escondido.gov;
- For services provided at Lake Wohlford and Dixon Lake, Contractor shall contact Mona Ortega at 760-839-4018 or Mona.Ortega@escondido.gov;
- For services provided at Fleet, Contractor shall contact Alexa Low at 760-839-4848 or Alexa.Lowe@escondido.gov;
- For services provided at the Escondido Sports Center and PAAC, Contractor shall contact Emily Palacios at 760-839-4520 or Emily.Palacios@escondido.gov; and
- For services provided at the HARRF, Contractor shall contact Oliva Murillo at 760-839-6290, ext. 7006 or Oliva.Murillo@escondido.gov.

E. Contract Price and Payment Terms

The contract price of this Second Amendment shall not exceed **\$90,000**. The contract price of this Second Amendment (\$90,000) will bring the total contract price of the Agreement to \$290,000. 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.

An itemized list of services and unit prices is attached to this Scope of Work as Exhibit 1 and incorporated by this reference. The unit prices listed in Exhibit 1 shall remain firm throughout the term of this Second Amendment.

In the event of a conflict between Exhibit 1 and this Second Amendment (including this Scope of Work), the terms of this Second Amendment shall prevail.

F. Term

The term of this First Amendment shall be from the Effective Date of the this First Amendment through **June 30, 2027**.

Exhibit 1

Item 6.

Public Works (Bldg Maint, Lakes, Parks, Streets, Warehouse, Water)						
Item	Catalog No.	Category	Est. Weekly Quantities	Unit Price	Replacement Charge	Extended Weekly Cost
1	0102	LSSHT-65/35 WORKSHIRT	552	0.15	10.74	82.80
2	0101	LSSHT-CHINO 100% COTTON WORKSH	273	0.19	14.19	51.87
3	0111	LSSHT-OXFORD BTN DWN-60/40	4	0.187	13.40	0.75
4	08AP	LSPOLO-3.8OZ POLY MICROIQU SPR	13	0.25	34.57	3.25
5	0202	SSSHT-65/35 WORKSHIRT	544	0.11	9.02	59.84
6	0201	SSSHT-CHINO 100% COTTON WORKSH	165	0.16	13.49	26.40
7	04MM	SSPOLO-100%POLY NO PKT MOIST	28	0.25	15.56	7.00
8	1002	PNT-65/35 SOFTWILL PLAIN FRONT	979	0.18	14.69	176.22
9	1001	PNT-100%COTTON PLAIN FRONT	444	0.24	17.87	106.56
10	1138	PNT-65/35 SIDE ELASTIC WAIST	13	0.18	33.96	2.34
11	1144	JEAN-100% COTTON WRANGLER RELA	26	0.24	21.54	6.24
12	1122	PNT-65POLY/35COTT PLEATED TWIL	8	0.18	16.86	1.44
13	1034	SHORT-65-35 PLAIN FRONT 10.5" I	49	0.15	8.40	7.35
14	30RX05	CVRL-7OZ 88/12 FR"1B"REFL(300)	16	2.20	281.05	35.20
15	538812	MAT 3X5 SCRAPER	9	1.20	172.73	10.80
16	538912	MAT 4X6 SCRAPER	2	1.92	276.90	3.84
17	76GA	MAT-3X5 GREAT IMP 2.0	10	1.20	117.21	12.00
18	76GB	MAT-4X6 GREAT IMP 2.0	7	1.92	180.79	13.44
19	76AT	MAT-CP WET AREA 3X5	6	1.20	204.27	7.20
20	UM1644	3X5 SAFETY ENGLISH/SPANISH-4 I	6	1.50	155.13	9.00
21	811602	WET MOP LARGE WITH RED BAND 24	1	0.73	7.78	0.73
22	813107	MOPS-HANDLE 1 1/8 X 60	2	0.00	17.33	0.00
23	813300	MOPS-COLLAPSIBLE MOP FRAME 36	2	0.00	17.08	0.00
24	833623	MOPS-UNFRAMED 36"	2	0.81	11.98	1.62
25	895003	LAUNDRY LOCK-UP	17	0.00	374.36	0.00
26	895103	8 COMPARTMENT HANGER	11	0.00	627.96	0.00
Est. Weekly Total						\$ 625.89

Fleet						
Item	Catalog No.	Category	Est. Weekly Quantities	Unit Price	Replacement Charge	Extended Weekly Cost
1	0102	LSSHT-65/35 WORKSHIRT	54	0.15	10.74	8.10
2	0101	LSSHT-CHINO 100% COTTON WORKSH	22	0.19	14.19	4.18
3	0202	SSSHT-65/35 WORKSHIRT	12	0.11	9.02	1.32
4	1002	PNT-65/35 SOFTWILL PLAIN FRONT	55	0.18	14.69	9.90
5	1001	PNT-100%COTTON PLAIN FRONT	33	0.24	17.87	7.92
6	3001	COVERALL-100 PERCENT COTTON	5	0.31	20.17	1.55
7	802310	WIPERS BAGGED	250	0.04	1.79	10.00
8	802310	WIPERS BAGGED-Automatic Replacement	10	0.35	\$0.00	3.50
9	60FC31	FEND/SEAT COV(BARCODE)EACH 60X	16	0.26	8.22	4.16
10	895003	LAUNDRY LOCK-UP	2	0.00	374.36	0.00

Est. Weekly Total	\$ 50.63
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Recreation (Kit Carson Park/Park Avenue Community Center)
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Item	Catalog No.	Category	Est. Weekly Quantities	Unit Price	Replacement Charge	Extended Weekly Cost
1	0202	SSSHT-65/35 WORKSHIRT	11	0.11	9.02	1.21
2	1002	PNT-65/35 SOFTWILL PLAIN FRONT	11	0.18	14.69	1.98
3	76GA	MAT-3X5 GREAT IMP 2.0	1	1.20	117.21	1.20
4	802310	WIPERS BAGGED	5	0.04	1.79	0.20
5	802310	WIPERS BAGGED-AUTO REPLACE	1	0.35	0.00	0.35
6	811602	WET MOP LARGE WITH RED BAND 24	5	0.73	7.78	3.65
7	813107	MOPS-HANDLE 1 1/8 X 60	1	0.00	17.33	0.00
8	816500	MOPS WET MOP HANDLE-WOODEN 60"	1	0.00	15.54	0.00
9	813200	MOPS-COLLAPSIBLE MOP FRAME 24	1	0.00	13.23	0.00
10	813300	MOPS-COLLAPSIBLE MOP FRAME 36	4	0.00	17.08	0.00
11	832410	MOPS-UNFRAMED 24"	1	0.73	15.57	0.73
12	856107	GLASS TOWEL RED STRIPED 16X30	50	0.16	0.74	8.00
13	856107	GLASS TOWEL RED STRIPED 16X31-AUTO REPLACE	2	0.74	0.00	1.48
14	704601	APR-SPUNPOLY BIB NOPKT-BILL LI	35	0.15	4.26	5.25
15	704601	APR-SPUNPOLY BIB NOPKT-BILL LI-AUTO REPLACE	2	3.4501	0.00	6.9002
16	844307	BARTWL MICROFBR 14.5X17.5 3GRN	20	0.18	1.43	3.60
17	844307	BARTWL MICROFBR 14.5X17.5 3GRN-AUTO REPLACE	2	1.352	0.00	2.704
18	858107	TERRY CLOTHS-U1ST BAGGED	100	0.1	2.45	10.00
19	858107	TERRY CLOTHS-U1ST BAGGED-AUTO REPLACE	4	0.77	0.00	3.08
20	895612	BACK RACK	3	0.00	17.16	0.00
21	907523	LAUNDRY BAGS-SPECIAL	3	0.00	12.16	0.00

Est. Weekly Total	\$ 50.33
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HARRF/Environmental Programs

Item	Catalog No.	Category	Est. Weekly Quantities	Unit Price	Replacement Charge	Extended Weekly Cost
1	0102	LSSHT-65/35 WORKSHIRT	197	0.15	10.74	29.55
2	0101	LSSHT-CHINO 100% COTTON WORKSH	156	0.19	14.19	29.64
3	09TC	LS SHIRT-TECASAFE PLUS FR 7OZ	71	0.50	42.84	35.50
4	0202	SSSHT-65/35 WORKSHIRT	108	0.11	9.02	11.88
5	0201	SSSHT-CHINO 100% COTTON WORKSH	78	0.16	13.49	12.48
6	08AP	LSPOLO-3.8OZ POLY MICROPIQ SPR	12	0.25	34.57	3.00
7	04MR	SSPOLO-100% POLY NO PKT MOIST	13	0.25	35.56	3.25
8	04MF	SSPOLO-100%POLY SNAG-PROOF LTW	4	0.25	30.03	1.00
9	04KF	SSPOLO-POLY PERFKNIT SIDEPAN C	3	0.37	38.94	1.11
10	04MO	SS POLO-100% POLY-TACTICAL SNA	6	0.43	45.84	2.58
11	04MT	POLO-100% POLY 2WAY CLRBLK SNA	4	0.41	43.26	1.64
12	04CB	SSSHT-MINIPLAID POLY/COTTON	1	0.25	33.36	0.25
13	1002	PNT-65/35 SOFTWILL PLAIN FRONT	292	0.18	14.69	52.56

Exhibit 1

14	1001	PNT-100%COTTON PLAIN FRONT	223	0.24	17.87	53.52
15	10TS	PNT-8.5OZ TECASAFE FR	78	0.55	52.76	42.90
16	10CG	PNT-COT RIGGS RIPSTOP RANGER	12	0.65	77.99	7.80
17	10DB	PNT-65/35 FLAT FRONT UTILITY	5	0.18	39.88	0.90
18	10DF	PNT-MICROFIBER FLTFRNT FLEX W	6	0.65	71.56	3.90
19	11MX	PNT-WOS POLY/COT W/MIMIX PANEL	11	0.45	47.33	4.95
20	11JJ	PNT-WOS 68C/32P FLEX DENIM 12	6	0.24	45.24	1.44
21	12AG	PNT-WOS POL/COT TWIL FLAT WKNM	5	0.37	14.69	1.85
22	25EA	LAB COAT EXCEL 100% FR CTN. CA	58	0.60	105.24	34.80
23	25CL	LABCT-65/35CONS-4OUT PK, 2 INS	2	0.17	12.51	0.35
24	1092	JEAN-WOS COT RELAXED FIT-WRANG	2	0.24	47.85	0.48
25	10A4	PNT-WOS 65/35 CARGO FLAT FRONT	3	0.25	57.97	0.75
26	11CQ	PNT-WOS70POL/28COT/2SPD RIPSTP	1	0.65	60.17	0.65
27	10JJ	JEAN-68COT/32POL FLEX DENIM 12	6	0.24	44.55	1.44
28	115012	JEAN-100% COT WRANGLER REG FIT	3	0.24	47.14	0.72
29	76GF	MAT-3X5 HD GREAT IMPR 2.0 HD	8	1.20	136.68	9.60
30	76GG	MAT-4X6 HD GREAT IMPR 2.0 HD	1	1.92	210.07	1.92
31	105	MOPS WET MOP HANDLE-WOODEN 60"	1	0.00	15.54	0.00
32	802310	WIPERS BAGGED	50	0.04	1.79	2.00
33	538812	MAT 3X5 SCRAPER	2	1.20	172.73	2.40
34	76GA78	MAT-3X5 GREAT IMP 2.0	4	1.20	117.21	4.80
35	802310	WIPERS BAGGED-Auto Replacement	2	0.35	0.00	0.70
36	895003	LAUNDRY LOCK-UP	2	0.00	374.36	0.00
37	895103	8 COMPARTMENT HANGER	5	0.00	627.96	0.00

Est. Weekly Total					\$ 362.31	
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Est. Weekly Total (ALL)					\$ 1,089.16	
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Miscellaneous						
		Category	Amount			
		GARMENT PREPARATION PER PIECE	0.50			
		NAME EMBLEM PER PIECE	0.35/1.25			
		COMPANY EMBLEM PER PIECE	1.25			
		DIRECT EMBROIDERY	0.35/1.25			
		DEFE PER STOP	2.00			
		SPECIAL CUTS PER PIECE	3			
		NON-STOCK SIZES PER PIECE	20%			



STAFF REPORT

June 3, 2026

File Number 0600-10; A-3593

SUBJECT

PUBLIC SERVICE AGREEMENT WITH HAWTHORNE POWER SYSTEMS FOR THE MODERNIZATION OF THE WATER TREATMENT PLANT'S EMERGENCY POWER SUPPLY SYSTEM

DEPARTMENT

Utilities, Water

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-72, authorizing the Mayor to execute a Public Services Agreement with Hawthorne Power Systems in the amount of \$736,764.43 for the design, installation, testing, and commissioning of modernization improvements to the Water Treatment Plant's Emergency Power Supply System ("Project").

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

Presenter: Reed Harlan, Assistant Director of Utilities, Water

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Clean Water; Public Works/Infrastructure

COUNCIL PRIORITY – Prioritize Public Safety

FISCAL ANALYSIS

This Project will be funded through the Water Fund as part of the Capital Improvement Program.

PREVIOUS ACTION

Installed in 2016, the Emergency Power Supply System ("EPSS") provides backup power to the Water Treatment Plant during outages.

The City entered into a service agreement with Hawthorne Power Systems in 2016 for ongoing maintenance of the EPSS. The system has been continuously maintained under this agreement since installation.



CITY *of* ESCONDIDO

STAFF REPORT

BACKGROUND

The Water Treatment Plant relies on two emergency generators to maintain operations during power outages. These generators are controlled by an older system that is no longer supported by the manufacturer. While the system continues to function, maintaining it long term is increasingly challenging and introduces operational risk over time.

This Project proactively modernizes the control system to improve reliability, ensure long-term supportability, and reduce the likelihood that staff would need to operate the system manually during a power outage.

The upgrade will be performed by Hawthorne Power Systems, the original installer of the Emergency Power Supply System and the firm that has maintained it since installation. Due to the specialized and proprietary nature of the system, this work must be performed by an authorized provider with the appropriate access and expertise, and using the original installer maintains continuity and reduces implementation risk.

RESOLUTIONS

- a. Resolution No. 2026-72
- b. Resolution No. 2026-72 – Exhibit “A” – Public Service Agreement

RESOLUTION NO. 2026-72

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 HAWTHORNE POWER SYSTEMS FOR THE MODERNIZATION OF THE WATER TREATMENT PLANT'S EMERGENCY POWER SUPPLY SYSTEM

WHEREAS, the Escondido-Vista Water Treatment Plant ("WTP") requires the use of an Emergency Power Supply System ("EPSS") to treat raw water to potable drinking water standards during power outages; and

WHEREAS, the current EPSS has obsolete and unsupported communication and controller components that create a point of possible failure; and

WHEREAS, a modernization upgrade is possible and highly advised for the obsolete components; and

WHEREAS, sufficient funds are available within the operating budget of the Water Enterprise Fund to purchase necessary modernization upgrades; and

WHEREAS, Hawthorne Power Systems is the only contractor with direct knowledge and access to components required to successfully perform the modernization upgrade of existing facilities and, accordingly, has been deemed the sole source to provide the subject 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 a Public Services Agreement with Hawthorne Power Systems in the amount of \$736,764.43 for the design, installation, testing, and commissioning of modernization improvements to the Water Treatment Plant's Emergency Power Supply System, which is attached hereto as Exhibit "A" to this Resolution and incorporated by this reference, subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Reed Harlan
760-839-6245
("CITY")

And: Hawthorne Power Systems
a California corporation
16945 Camino San Bernardo Dr.
San Diego, CA 92127
Attn: Brian Carolan
858-376-6815
("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 **\$745,764.43**. 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. All undisputed invoices shall be paid within 30 days of receipt. Any undisputed amount not paid when due will bear interest from the due date until paid at a rate equal to 1.5% per month

or the maximum allowed by law, whichever is less.”

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 negligence or willful misconduct of the CITY.
 - b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
 - c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.
8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
9. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
10. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
11. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.
12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

13. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
14. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
15. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
17. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
18. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.
19. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
20. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
22. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the

performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

23. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONTRACTOR agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.
25. Miscellaneous. In no event will either Party be liable for any special, indirect, incidental, or consequential damages, punitive damages, cost of cover, business interruption, loss of data, or lost profits, however caused, under any theory of liability, even if advised of the possibility of such damages or loss.

(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

Hawthorne Power Systems

Date: _____

Jeffrey Boman, General Counsel

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

Hawthorne Power Systems, a California corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with Generator Paralleling Controls PLC and HMI modernization.

B. Location

Contractor will provide services at the City's facility located at 3440 E. Valley Pkwy., Escondido, CA 92027.

C. Services

Contractor shall provide services as described in **EXHIBIT 1** to this Scope of Work, which is attached hereto and incorporated by this reference. In the event of a conflict between a provision of the Exhibit 1 and this Agreement (Including this Scope of Work), this Agreement shall prevail.

CAT Generator Maintenance Services – Contractor shall perform the following services for two Caterpillar Emergency Generators (Serial Nos. PRH05252 and PRH05264):

1. PM Level 2 - PM2 Parts. One visit per year.
2. PM Level 5 – Load Bank. Two hours test duration. One visit per year.
3. PM Level 10 – Megohmmeter. One service per year.
4. As-needed emergency service and repairs: Any service, repairs, or modifications required, as-needed. All as-needed services and repairs shall be subject to the City's prior written consent. Prior to the start of any as-needed services and repairs, Contractor shall submit a proposal to Jacob Telfer at jtelfer@escondido.org detailing all as-needed services and repairs. Thereafter, the City may provide written approval for proposed as-needed services and repairs.
5. The following part(s) shall be provided: Engine oil, Oil Filter(s), Fuel Filter(s), Water Separator Filter(s), Air Filter(s) as equipped.
6. Generator Paralleling Controls Modernization

Contractor shall provide services as described in **EXHIBIT 2** to this Scope of Work, which is attached hereto and incorporated by this reference. In the event of a conflict between a provision of the Exhibit 2 and this Agreement (Including this Scope of Work), this Agreement shall prevail.

Emergency Power Supply System (EPSS) Generator Controls Modernization – Contractor shall perform the following EPSS Generator Controls Modernization services:

1. Project Management - Communication, planning, logistics.
2. Engineering – Program design, development and implementation, Hardware Design, drawing markup and modification, testing and workplan logistics.
3. Graphics - HMI Design – Creation of graphics and screen menu's. Test and validate programming and functionality with new PLC's
4. Logistics - Materials, tools, shipping preparation, delivery of material and equipment as needed throughout the project.
5. CAD – Creation of production drawings for field start up. Update drawings with current changes after the completion of the system modernization, new drawings to reflect
6. wire numbers and field modifications.
7. Production – Wiring and assembly.

1. Pre-Engineering site visit, prior to commencement of any scope of work to ensure all basis and aspects have been considered;
 - a. System inspection: Excluding reliability inspection and testing. Standby for planned building load transfer test to witness the overall functionality of the EPSS (Emergency Power Supply System) including switchgear control, generator performance and transfer sequence.
 - b. Detailed discussion with plant operating team to review current testing procedures, operational concerns, scope and deliverable clarification (as detailed below), Installation process, expected site impacts and development of logistical plans to mitigate unnecessary downtime.
 - c. Engineering review shall commence only upon receipt of valid purchase order.
 - d. Pre-Engineering site visit and review is required prior to proceeding with any retrofit scope or detail.
2. HPS will remove existing Modicon Momentum PLC, Powerlynx transducers.
3. Install new Allen Bradley PLC's, I/O and analog optical isolators.
4. Install new PowerPlex-II Ethernet-IP transducers to replace Lynx blocks.
5. Install Ethernet switches in each control cubicle to allow for a dedicated redundant ring bus communication network. All obsolete existing Modbus plus network components will be removed.
6. Remove and replace all synch check relays.
7. Remove and replace the existing Touch screen processor with a new Dynics TSP (or equivalent) operating on windows based platform, running kepware/factory talk software.
8. Removal of existing ELO touchscreen. Fabricate and install new ELO touchscreen and window bezel in place.
9. Install new remote PC for use with remote control station. Please note: A dedicated CAT-6 cable will be required to be run from the switchgear master section to the remote PC location. Cable and conduit are the sole responsibility of others if not currently present. Total project cost does not take into account electrical contracting services to appease this request.
10. Install Redundant TSP & Harmony Box PC Remote Client and firewall remote for access to the client
11. System Testing and commissioning.
12. End user in-service switchgear controls operation training

D. Scheduling

Contractor to schedule specific dates of work in advance by contacting Clay Clifford at 760-839-5460 or Clay.Clifford@escondido.org. Work shall be performed in-between the hours of 8 a.m. and 3:30 p.m., Monday through Friday. Contractor shall sign in and sign out at the receptionist area. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price shall not exceed **\$745,764.43**. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

The cumulative cost for all as-needed services and repairs provided under this Agreement (as described in Section C(4) above) shall not exceed **\$2,628**.

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **June 30, 2027.**



MAINTENANCE AGREEMENT

CVA & Support Services (858) 376-6800

Customer #: 1275150

PSQ #: 1067

DATE: 7/1/2026

PARTIES: First Party: **Hawthorne Machinery Co., dba Hawthorne Power Systems**
 hereinafter referred to as "HPS"; and
 Second Party: **City of Escondido**
 hereinafter referred to as "Owner".

RECITALS:

1. HPS is a factory authorized Caterpillar dealer.
2. Owner owns or maintains certain equipment and Owner desires to retain HPS to perform periodic, preventive maintenance on such equipment, and HPS is willing to perform these services, on the terms and conditions set forth in this Maintenance Agreement ("Agreement").

AGREEMENT:

The parties hereto do hereby agree as follows:

1. **The Equipment.** Owner now owns or maintains the following described engine(s) and related equipment:
 Please see complete list of EQUIPMENT on Exhibit C ('PREVENTIVE MAINTENANCE SCHEDULE' - Page 5)
 All of the above-described item(s) are hereinafter collectively referred to as "the Equipment".
2. **Term.** Starting from: **7/1/2026** to **6/30/2027**
 This Agreement shall be for a period of one (1) year commencing on the date first written above.
3. **Services.** The items listed this section and described in more deatail on Exhibit "A" attached hereto.
 Additional services may be added by Customer's written request and HPS's written acceptance.

<u>GUARANTEED PERFORMANCE</u>		<u>FREQUENCY</u>	<u>ANNUAL FEE</u>
PM Level 5 - Load Bank	2 hours test duration	One (1) visit per year.	\$2,585.00
<u>FACTORY RECOMMENDED SERVICES</u>		<u>FREQUENCY</u>	<u>SERVICE FEE</u>
PM Level 10 - Megohmmeter		One (1) service per year.	\$2,185.00

The following part(s) shall be replace for the above scope of work.

Item 7.

CONT.

4 . **Fee. During the term of this Agreement, owner shall pay HPS:**

Total Fee: \$4,770.00 I Accept [] initial

HPS will invoice Owner in accordance with provisions of this Agreement, including all taxes, after each visit. Charges for labor performed after the first year of this Agreement shall be adjusted to reflect changes in HPS's standard labor charges. If HPS personnel arrive at the job site to perform the services of this Agreement and are prevented from doing so through no fault of HPS, Owner will be charged for the HPS employee's travel time and Truck Charge fee.

This Maintenance Agreement includes truck charge to and from the job site during normal business hours. Weekend and Off-Hours requests will incur additional Labor Charges.

Parts are estimated at time of quote and price may be subject to change at time of service.

APCD Permit to Operate must be valid and accessible at time of service. Additional charges may apply if return trips are required related to invalid or expired APCD permit.

5 . **Terms.** Customer agree(s) to be bound by the most recent and updated terms and conditions for the underlying sale, lease, rental, service, or invoice, which terms and conditions are incorporated herein by this reference as if set forth in full herein and available at www.hawthornecat.com/terms, or such other successor website as Hawthorne may use from time to time, and available in hard copy upon request, by accepting any portion of the Services, providing payment in whole or in part, signing below, or acceptance of this Agreement in any form.

6 . **General Provisions.** This Agreement sets forth the entire agreement of the parties hereto concerning the subject matter of this Agreement. This Agreement may only be modified or amended by an agreement in writing executed by each of the parties hereto.

This Agreement will automatically renew for additional, successive Terms unless and until terminated by Owner by providing written notice of termination at least 30 days before the expiration of the Term to 16945 Camino San Bernardo, San Diego, CA 92127 or an email address provided by HPS.

At each twelve (12) month interval after the date on this Agreement, HPS may increase the fees and/or costs of this Agreement 5% to 8%. HPS can terminate by providing Owner 30 days' written notice.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

Hawthorne Machinery Co, a California corporation
dba Hawthorne Power Systems

BY: Frank Dupree
TITLE: Product Support Quoter
Date: 7/1/2026

Owner: **City of Escondido**

BY: _____
TITLE: _____
PO #: _____
Date: _____



CVA & Support Services (858) 376-6800

Customer #: 1275150

EXHIBIT "A"

PSQ #: 1067

<p>PM Level 1 Multi Point Inspection (Quarterly or Semi)</p> <ul style="list-style-type: none"> * Comprehensive detailed inspection of units is performed. * Check/Adjust all fluid levels and pressures for correct operation. * Check and inspect air cleaner restriction gauge and air filter element. * Check primary source fuel tank for water with water finding paste. * Check Day tank, Fuel tank, Fuel line fittings for leaks. * Check Cooling System hoses, caps, clamps for brittleness, leaks, cracks, and weakness. * Check battery voltages, charging rates, fluids, and specific gravities / ICV's. * Engine cranking Batteries will be tested under start up load for voltage drop. * Block Heater elements and inlet/outlet t-stats are checked for proper output and operation. * Engine Fan Drive and Belts are inspected and adjusted for proper tension and condition. * Check Turbo Charger rotation / end play if so equipped. * Check generator brushes for proper tension/setting as equipped. * Check and document Control Panel instruments for proper operation and values. * Grease bearings, fan shafts, linkages, and equipment fittings as required. * Hot oil sample taken and submitted for analysis. * Test safety alarms and contacts if applicable. * Run unit under load for up to 15 minutes when authorized by site authority. * Submit report to customer. 	<p>PM Level 6 - Automatic Transfer Switch Service</p> <ul style="list-style-type: none"> * De-energize the transfer switch, when possible. * Clean unit of dust and dirt accumulations. * Clean open-type relays of dust/grease or oil. * Visually inspect unit for signs of arching, burning, hot spots, charring, or other damages. * Inspect for loose, broken or badly worn parts. * Check terminal lugs and trip units for tightness / signs of overheating. * Check main current carrying contacts for arching, pitting, and discoloration. * Clean main contacts if needed, check and re-tighten if needed. * Check manual switches for free movement and contact continuity. * Check and adjust relay finger contacts if needed. * Lubricate all components for proper operation as needed. * Check plug connections, if equipped. * Check door closure, locking bars and handle mechanism for proper operation. * Check exercise timer if equipped. * Perform transfer test of ATS under load when authorized by site personnel. * Check all components/timers for proper operation and sequencing. * Check main power connections for heat build-up with infra-red gun or provide optional PM Infra-Red scan. * Timers reset to customer specifications and placed in automatic mode. * Return unit back to original mode of operation. * Submit report to customer.
<p>PM Level 2 Annual Service-Major w/ Multi Point Inspection</p> <ul style="list-style-type: none"> * All items from PM Level 1 are performed, PLUS * Change crankcase oil, oil filter(s), fuel filter(s), water separator(s) as equipped. Air Filters are not included (additional cost if needed) 0 * Submit report to customer. 	<p>PM Level 3 - Cooling System Service</p> <ul style="list-style-type: none"> * Drain, contain and dispose of waste coolant. * Replace all coolant hoses and clamps. * Replaced the radiator pressure cap(s) * Replaced the engine thermostat(s) and associated gasket(s). * Replaced the engine fan belt(s) and alternator drive belt(s). * Refill system with proper amount of glycol antifreeze and conditioners. * Test run unit to operating temperature, under load when authorized by site personnel. * Return unit back to original mode of operation. * Submit report to customer.
<p>PM Level 4 Minor Inspection (Monthly)</p> <ul style="list-style-type: none"> * Perform general walk around inspection of unit. * Fluid levels are spot checked for correct operating range. * Inspect air filter element. * Fuel tank/engine fuel line fittings are inspected for leaks and tighten as required. * Coolant hoses inspected for brittleness, leaks, cracks, and weakness. * Engine cranking batteries will be tested under start up load for voltage drop. * Jacket water heater element & thermostats are checked for proper operation. * Engine drive belts inspected for proper tension and condition. * Control panel instruments checked for proper operation. * Unit is run for 10 minutes, under no load. * Return unit back to original mode of operation. * Submit report to customer. 	<p>PM Level 7 - Starting Battery Replacement</p> <ul style="list-style-type: none"> * Engine cranking batteries are removed and replaced. * Engine cranking batteries will be tested under start up load for voltage drop. * Old Battery disposal is provided. * Test run unit without load. * Return unit back to original mode of operation. * Submit report to customer.
<p>PM Level 5 - Loadbank Test <----COVERED</p> <ul style="list-style-type: none"> * Connect resistive load bank as applicable to generator. * Run Test with requested load for 2 hours test duration * Record reading every 15 minutes at minimum 30% of name plate rating for 30 mins. * Record reading every 15 minutes at minimum 50% of name plate rating for 30 mins. * Record reading every 15 minutes at minimum 75% of name plate rating for 60 mins. * Disconnect load bank from unit. * Return unit back to original mode of operation. * Provide recommendation based on test results. * Submit report to customer. 	<p>PM Level 17 - Infra-Red Thermography Inspection</p> <ul style="list-style-type: none"> * Problems can develop when electrical components generate excessive heat due to deterioration, loose connections, or overloads. An Infra-Red inspection is recommended to be performed on all of the following areas: generator output connections, cables, bus, and generator breakers, while system is energized. Inspection consist of: * Set-up of Thermo graphic Imaging Infra-Red camera. * Conduct infra-red scanning inspection. * High resolution photographs will accompany recommendations for corrective action or repair, and will assist overall as a critical part of any complete predictive or conditional based maintenance program. * Submit report to customer after technical review has been completed.
<p>PM Level 9 - Fuel Polishing</p> <ul style="list-style-type: none"> * Restores fuel to optimum condition by eliminating entrained & suspended contaminants * All particulates filtered down to 10 microns * Removal & disposal of all bottom water, kills bacteria & fungus, apply diesel treatment * Provide report to customer. 	<p>PM Level 22 - UPS Service</p> <ul style="list-style-type: none"> * Services include manufacturer recommended equipment service & inspection for ir and rotary type systems * Performance will be based upon the specific manufacturer scopes of work and whether or not the equipment is energized or de-energized. * All services are performed only as unit is equipped and as our technician is authorized. * Submit report to customer.
<p>PM Level 10 - Megohmmeter Alternator Winding</p> <ul style="list-style-type: none"> * This test should be performed as part of periodic maintenance in order to detect the deterioration of the winding insulation. * Perform megohmmeter test on generator winding and measure winding insulation resistance. * Submit report to customer. 	



CVA & Support Services (858) 376-6800

Customer #: 1275150

EXHIBIT "B"

PSQ #: 1067

EMERGENCY NUMBERS

***Rancho Bernardo
16945 Camino San Bernardo, San Diego, 92127 (858-376-6800)***

**Hawthorne Power Systems will provide "On Call" emergency service 24 hours per day,
7 days a week with a response time of 4 hours or less.**

For regular or emergency service, please call the following numbers:

During normal working hours (7:00AM to 05:00PM Monday – Friday) call:

Customer Service.....		858-376-6892
Sales Representative.....	Elizabeth Abeyta	858-275-0240
Supervisor.....	George Villasenor	858-667-1175
CSA Coordinator.....	Nick Anderson	858-376-6800
After hours, Saturdays, Sundays and holidays, call		858-376-6874

All call outs requested OFF normal business hours; Monday through Friday, Saturdays, Sundays, and Holidays will be required to pay an hourly minimum of four (4) hours according to the prevailing billable rates within Exhibit "B". The above discounted labor rates will remain in effect until annual addendum review or upon termination of this agreement as covered in paragraph 2 under the general agreement terms.

Item 7.



PREVENTIVE MAINTENANCE SCHEDULE

CVA & Support Services (858) 376-6800

Customer #: 1275150

EXHIBIT "C"

PSQ #: 1067

Customer: **City of Escondido**
Address: 201 N. Broadway FL 2
Escondido CA 92025

Date: 7/1/2026

Attention: **Natisha Tuua** Phone #: 760-839-5466

Prepared by: Frank Dupree
(858) 376-6812

Perform Preventive Maintenance Service and Inspections on the Following.

Engine Description	PM Level 5 Loadbank Test	PM Level 10 Megger Test	ANNUAL COST
PSQ # 97825	LABOR: \$1,092.50	\$1,092.50	
Caterpillar C32, SN PRH05252	PARTS:		\$2,385.00
#1: 3440 E. Valley Parkway, Escondido, 92027	MISC.: \$200.00		
PSQ # 97829	LABOR: \$1,092.50	\$1,092.50	
Caterpillar C32, SN PRH05264	PARTS:		\$2,385.00
#2: 3440 E. Valley Parkway, Escondido, 92027	MISC.: \$200.00		
	CSLB #527880		
	DIR #100019799		

Note: Parts (including applicable Taxes) are estimated at time of quote and price may be subject to change at time of service.
Misc. items include: Truck Charge Fee, Environmental Fee and Misc. Supplies.



ESTIMATE

Item 7.

NO. 260504A

16945 Camino San Bernardo Dr. San Diego, CA 92127
(858) 376-6800
www.hawthornecat.com

Date: **May 4, 2026**

Page: **1 of 6**

To: Contact:	Mike Holcomb	Terms:	Net 30 (See T&C below)
Company:	City of Escondido Utilities - WTP	F.O.B.:	HPS San Diego CA.
Address:	3440 E. Valley Pkwy	Sales Rep.:	Brian Carolan
City, Zip:	Escondido, CA 92027	Contact #:	(909) 921-6034
Phone:	(760) 839-6244	Email:	Bcarolan@Hawthornecat.com
	Email: mholcomb@escondido.org		R.3 updated Pricing 5/4/26 – Tax Incl.
Project Name:	Escondido Water Treatment Plant Switchgear Modernization (36972) – Allen Bradley Solution		

Description

HAWTHORNE POWER SYSTEMS is pleased to provide the following quotation for your review and consideration:

- Generator Paralleling Controls PLC and HMI modernization. Migration to readily available Allen Bradley PLC platform and accessory components to replace the obsolete, no longer supported Modicon Momentum Concept processors and Modbus plus network.
- Program development and implementation to include a remote monitoring station that will operate independently of the system master touch screen processor to allow for redundant control and eliminate the single point of failure.
- Overall System Commissioning and Functional Testing.

Generator Paralleling Controls Modernization

Work scope shall be completed in two separate phases:

In house:

1. Project Management - Communication, planning, logistics.
2. Engineering – Program design, development and implementation, Hardware Design, drawing markup and modification, testing and workplan logistics.
3. Graphics - HMI Design – Creation of graphics and screen menu's. Test and validate programming and functionality with new PLC's
4. Logistics - Materials, tools, shipping preparation, delivery of material and equipment as needed throughout the project.
5. CAD – Creation of production drawings for field start up. Update drawings with current changes after the completion of the system modernization, new drawings to reflect wire numbers and field modifications.
6. Production – Wiring and assembly.

On Site:

- Pre-Engineering site visit, prior to commencement of any scope of work to ensure all basis and aspects have been considered;
 - System inspection: Excluding reliability inspection and testing. Standby for planned building load transfer test to witness the overall functionality of the EPSS (Emergency Power Supply System) including switchgear control, generator performance and transfer sequence.
 - Detailed discussion with plant operating team to review current testing procedures, operational concerns, scope and deliverable clarification (as detailed below), Installation process, expected site impacts and development of logistical plans to mitigate unnecessary downtime.
 - Engineering review shall commence only upon receipt of valid purchase order.
 - Pre-Engineering site visit and review is required prior to proceeding with any retrofit scope or detail.
- HPS will remove existing Modicon Momentum PLC, Powerlynx transducers.
- Install new Allen Bradley PLC's, I/O and analog optical isolators.
- Install new PowerPlex-II Ethernet-IP transducers to replace Lynx blocks.
- Install Ethernet switches in each control cubicle to allow for a dedicated redundant ring bus communication network. All obsolete existing Modbus plus network components will be removed.
- Remove and replace all synch check relays.
- Remove and replace the existing Touch screen processor with a new Dynics TSP (or equivalent) operating on windows based platform, running kepware/factory talk software.
- Removal of existing ELO touchscreen. Fabricate and install new ELO touchscreen and window bezel in place.
- Install new remote PC for use with remote control station. Please note: A dedicated CAT-6 cable will be required to be run from the switchgear master section to the remote PC location. Cable and conduit are the sole responsibility of others if not currently present. Total project cost does not take into account electrical contracting services to appease this request.
- Install Redundant TSP & Harmony Box PC Remote Client and firewall remote for access to the client
- System Testing and commissioning.
- End user in-service switchgear controls operation training

Master Parallel Controls to include:

- Redundant 10MB Control Logix Programmable Logic Controllers – Master and secondary Master PLC. (AP-1 & AP-2)
- Prosoft Communication Module
- Redundant TSP with factory talk software.
- New Widescreen Touchscreen.
- Utility (N1) PowerPlex-II Transducer
- Allen Bradley Point I/O (Utility Breaker Control)
- HMI Screen Menu's (Please note: Additional screens may be added or omitted based on system requirements.)
 - Main Menu Screen with a complete listing of major screens.
 - System Overview Screen with a dynamic graphic display of the electrical one line.
 - System Control Screen
 - System Metering Screen
 - System Settings Screen.
 - Control Screen for each generator, including the newly selectable feature to allow for generator roll up (temporary generator) or Load bank.
 - Metering Screen for each generator in system.
 - Settings Screen for each generator in system.
 - NFPA 110 Annunciation Screen for each generator, utility, and tie breaker in system that shall contain all of the Status, Lamp Test and Alarm points specified.
 - Generator Demand Priority Control and Status Screen.
 - Load Shed Control Screen.
 - Engine Monitoring (Engine Meter/Gauge) Screen for each generator that shall contain a graphical representation of the engine gauges and data specified.
 - Generator Engine Air / Cool Screen.
 - Generator Engine Oil / Fuel Screen.
 - RPM
 - Water Jacket Temperature
 - Boost Pressure
 - Crankcase Pressure
 - Exhaust Temperature
 - Atmospheric Pressure
 - Total Hours.
 - Settings Report Screen for each generator and utility in the system.
 - Password Entry screen that shall contain a numeric keypad for password entry.
 - Alarm Summary Screen that shall contain a time/date stamped System Alarm Summary.
 - Generator Real Time Trending
 - System Load kW
 - Individual Generator: kW, Voltage, Amps per Phase, Frequency
 - Individual Engine: RPM, Battery Voltage, Oil Pressure, Water Temperature
- Hardware Instant Auto and Load Shed Override Switches will be integrated into the new AP processors.
- Managed Stratix 10 port Ethernet switches will be installed in the master cubicle for redundant Ethernet networks. (x2)
- Dedicated Data Table Gateway for remote monitoring of system data points is included with the following protocols;
 - Serial/Modbus RS-485 RTU
 - Various Ethernet Protocols
- Terminal blocks, ice cube relays and associated wiring will remain and be reutilized.
- **Remove and replace one (1) Obsolete GE Multilin UMR. Installation of one (1) new SEL-751 protective relay**
 - Relay to be programmed, installed and factory tested.
 - New faceplate bezel will be installed on the existing master control enclosure.
 - New UMR to be incorporated and accounted for within the final as built wiring schematics.

(2) Generator Control:

- Allen Bradley Point I/O (1 per generator breaker)
- Analog Optical Isolators (2 per generator)
- HMI monitoring and status screens;
 - NFPA110 Generator Annunciation
 - Generator Metering that will graphically display: Engine RPM, Engine Battery Voltage Meter, Engine Oil Pressure Gauge, Engine Coolant Temperature Gauge, Engine Running Meter, Engine Start Counter, Percent Engine Load, Local Control Switch Position
 - Generator Metering that will graphically display 3 ϕ Voltage, 3 ϕ Current, Frequency, PF, kW, kVAR, and Synchroscope
 - Engine Status that will be graphically displayed as: Stopped/Running/Cooldown/Pre-Alarm/Shutdown
 - Advanced (ADEM) Caterpillar Engine data (available over communications link):
 - Engine ECS Position Off/Auto/Manual/Cooldown



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- E-Stop Pushbutton will be reutilized and integrated into the new generator PLC processor, hard wire E-stop will remain in place between switchgear and the dedicated generator set.
- Circuit Breaker Control Switch, and red/green LED indicator lights will remain in place and be reutilized.
- Managed Ethernet switch will be installed on each respective generator control cubicle for use with the redundant Ethernet ring bus configuration.
- PLC Internal Protective Functions including:
 - Device 27/59 Under/Over Voltage
 - Device 810/U Under/Over Frequency
 - Device 40 Loss of Excitation
 - Device 32 Reverse Power
 - Device 25 Synch Check
 - Device 15 Auto Synchronizer
 - Device 65 Governor Load Sharing, Soft Loading Control

Existing Generator set EMCP 4.3 series local control panels shall remain in place. All new controls will be integrated into the new control platform.

(1) Distribution Tie Control:

- Allen Bradley Point I/O
- Managed Ethernet switch will be installed for use with the Ethernet ring bus configuration.
- PowerPlex-II Transducer.

(1) Remote Control Station

- Provide remote work station capability and control (remote at security console). A new Remote RAS computer with Security Firewall Router is to be installed in the switchgear and connected to a new Remote Workstation utilizing Remote Desktop that can view HMI from a separate location. This system will be internally networked together via an ethernet communications network which will replace the existing ModBus + network.

Please note: Caterpillar Switchgear is not responsible for any third-party software added, nor is the addition of third-party software advised, nor operating system updates be pushed to either the TSP or Remote PC. Some software may conflict with HMI server and client programs. If software is added by persons other than Caterpillar Switchgear, Caterpillar Switchgear will not be held responsible for system performance. The interaction between the server and the client software is extremely sensitive, therefore it is STRONGLY advised the Remote PC is not connected to the site domain or network. Should it be required for the Remote PC to be on the WTP network domain, additional costs will be added for additional hardware and software necessary to protect the integrity of the switchgear control platform.

System Commissioning and Testing

- HPS will provide a 1.8MVA resistive/reactive load bank for use with tuning both real and reactive load sharing.
- Load bank will validate both active and dynamic performance under static and transient loading conditions.
- Adjust/set synch gains for the fastest and most efficient synchronization between units to allow for two units to synch fast and allow all ATS to transfer to the emergency source quickly and efficiently.
- Demonstrate and validate load sharing tune and adjust for optimal performance during transient loading and unloading.
- Perform building load test to validate system operation and functionality.
- HPS will utilize the load bank to perform the annual 2hr load bank test on each generator set.
 - Provide a detailed report to include all empirical data recorded during the load bank test.

Additional Deliverables:

- Provide overview and workplan of the scope supply, detail the work on site prior to beginning the work.
- End user In-service training. NTE 8hrs, 1 trip.
- Standard Manufacturer's **One Year Warranty** (18 months after shipment or 12 months after startup, whichever occurs first.)
- Updated Operation & Maintenance Manuals Electronic copy.
- Updated system schematics and drawings to reflect the modifications provided.

LEADTIMES:

- **PARTS/MATERIAL: TBD –**
 - Lead times may vary based on order entry, material availability and project entry into to order queue.
- **Project Completion timeframe –** Estimated 5 working days after obtaining all parts and materials as listed above, access and limitations unimpeded.

TOTAL PROJECT COST: \$736,764.43

Project Cost: 679,634.78

Tax: \$57,129.65

NOTES, EXCEPTIONS, CLARIFICATION

Proposal Total Project Cost is Valid for Forty Five (45) days from the date listed above

The equipment offered in this proposal is CAT standard product as listed above. No other written details, plans, specification sections, contract documents, general or supplementary conditions apply to this quotation. Equipment is as stated above, call for any revisions to equipment quoted. Exception taken to anything not included or detailed in this proposal, as listed above.

During the upgrade process, one (1) of two generator sets will be available for emergency service. At times, the system may be required to be operated manually during the control conversion.

- Total Project cost based on goods, deliverables and services as listed above only.
- All PLC and HMI programming to be completed and tested on a factory simulator in Alpharetta Ga.
- Any alterations to the scope of work as specified above will require a separate proposal and approval prior to proceeding with the additional work.
- Product warranties are solely provided and honored by CAT and HPS in accordance with the warranty letter and statement provided shortly after the installation of the new controls.
- Start up and commissioning will be executed by CAT Inc. and Hawthorne Power Systems in accordance with CAT Switchgear commissioning script. (Completed copy to be included with all close out documentation for end user reference) No outside entity or representatives are required nor included in the total project cost. Total project cost excludes third party commissioning or consultation. Should this be requested, the end user shall be solely responsible for all inquiries and expenses associated directly with the third-party company. Additional cost will apply and shall be subject to change to account for the additional administrative and field labor as well field equipment expense.
- Caterpillar Switchgear is not responsible for any third-party software added, nor is the addition of third-party software advised, nor operating system updates be pushed to either the TSP or Remote PC. Some software may conflict with HMI server and client programs. If software is added by people other than Caterpillar Switchgear, Caterpillar Switchgear will not be held responsible for system performance. The interaction between the server and the client software is extremely sensitive, therefore it is **STRONGLY** advised that the Remote PC is not connected to the site domain or network. Should it be required for the Remote PC to be on the WTP network domain, additional hardware and software will be necessary to protect the integrity of the switchgear controls. A new proposal will be provided for the costs associated with this change.

PROJECT FEE SCHEDULE

- 70% Due on receipt of order.
- 30% Due 30 days after receipt/delivery of final invoice. In the absence of material down payment, HPS payment terms will be NET 30 days.
- **Cancellation of order after receipt of valid purchase order will incur the following charges:**
 - **Rough Submittal Development and Design (no Material released for production) – 20% Total Project Cost plus applicable tax**
 - **Components released for production (In manufacturing Queue) – 65% Total Project Cost plus applicable tax**

Should this proposal require Federal Davis Bacon wages or State Prevailing wages, there will be additional charges added to the final invoice.

- Project cost assumes all work to be completed during one (1) week onsite, working days to be completed consecutively. If this cannot be accommodated, additional travel and labor costs will apply.
- Project cost IS variable and subject to change after forty five (45) days. Additional costs may be incurred if delays associated with the delivery of the PO and authorization to proceed notice is submitted to release all materials.
- UL field certification is EXCLUDED in the total project cost. If requested, a separate proposal shall be generated for review and approval prior to proceeding.
- During the upgrade/retrofit process, part or all of the system may be required to be operated manually during an emergency.
- **Outages and testing will be required during the testing and commissioning process. End user to make all necessary means to accommodate accordingly.**
- HPS excludes the installation of and or/modification of any circuit breaker, breaker cubicle and enclosure for the purposes of overcurrent protection, feeder protection, etc.
- **Quotation does not include Air District or Building Permits, Initial Fuel fill or Test fuel**
- Start Up and Commissioning Services are provided for HPS supplied equipment only. Out of Scope services to be billed on Time & Material basis in the field at purchaser's expense. HPS standard labor rates apply. Technician services are provided during normal business hours Monday through Friday.
- Proposal assumes that work will be performed Monday - Friday during normal business hours, if weekend or after hours work is required please contact the factory for updated pricing. If additional time on site is required for reasons outside HPS control those days will be billed per HPS published rates plus expenses.
- End user to identify someone with site authority to allow the following - (A) switching and outages as required with safe lock out and tag out of equipment being worked upon, (B) free and clear access and egress to the worksite, and (C) provide communication and sanitation facilities. Identify someone from maintenance to be able to control and shift loads.
- End user to obtain any and all permits, permissions, and required acceptances necessary per Federal/State/or Local codes and regulations. Any extension to the time required for testing to meet local code or regulation shall be quoted separately.
- Any changes to the Scope of Work or Bill of Material will require the quotation to be revised which may result in a price change and/or rescheduling of the work.
- Unimpeded access to the system is required. All removal and replacement of any obstructions that may interfere with access to the existing equipment is the responsibility of



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- *The working condition of all components that are not being replaced is the owner's responsibility if the system is not under factory warranty. This proposal assumes that any components not explicitly listed above are operational. Components found inoperable during upgrade testing and not covered under this proposal can be replaced upon approved adder to this contract.*
- *Prior to the start of work, End User shall familiarize HPS personnel with their safety practices, regulations in effect at the jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment. HPS shall be under no obligation to commence work unless safety practices are acceptable to HPS. As a safety precaution, prior to the commencement of work, access to a nearby telephone with the ability to call outside the facility will be provided by the end user, as well as telephone numbers for local emergency services.*
- *No site safety training, background checks or drug screens are included in this proposal. If these are required, there may be a price adder to this quote.*
- *No provisions for independent or third-party testing has been included in this proposal. Should this be required, it will be quoted separately at the standard field time and material rate.*
- *HPS aftermarket warranty applies only to the components upgraded and/or replaced during the above listed work scope. All existing components and parts are NOT covered and supported by the HPS aftermarket parts and labor warranty. As such the existing condition of all components shall be noted, including recommendations for repair to promote reliability, etc. Failure of any new components installed as a direct result of negligence to replace the required components as stated in the equipment inspection recommendations will NOT be covered by HPS aftermarket warranty and shall be additionally billed. Hawthorne Machinery makes no amends to support or extend any warranty on existing site equipment. Failure of any component, not serviced, inspected and/or repaired by Hawthorne Power Systems that is not covered under aftermarket warranty, that results in production loss, excessive site impact and/or extended power outages is the sole responsibility of the site and its associated personnel. As such, Hawthorne CAT will be held harmless against any and all associated costs and damages.*

TERMS AND CONDITIONS

Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

Cost additives.

A: Unit Cost.

Quotation prices are valid for **30 days** only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.

Lead Times.

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.



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ACCEPTED BY:

By: _____

Company: _____

Date: _____

P.O. #: _____

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 HAWTHORNE RENT IT SERVICE
Business Location 1620 Mission
Escondido, Ca 92029
Business Owner(s) HAWTHORNE RENT IT SERVICE
HAWTHORNE MACHINERY CO

Description EQUIPMENT RENTAL
Business Type SERVICE - GENERAL
SIC Code 7353001
NAICS Code 532412
Certificate # 176441
Effective Date March 01, 2026
Expiration Date February 28, 2027

ACCOUNTING
HAWTHORNE RENT IT SERVICE
16945 CAMINO SAN BERNARDO
SAN DIEGO, CA 92127-2499

**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.

HAWTHORNE RENT IT SERVICE:

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

ACCOUNTING
HAWTHORNE RENT IT SERVICE
16945 CAMINO SAN BERNARDO
SAN DIEGO, CA 92127-2499

License Number: 26512326

Date of Issue: 03/01/2026



CERTIFICATE OF LIABILITY INSURANCE

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 Marsh McLennan Agency 2821 Corporate Park Drive Opelika AL 36801	CONTACT NAME: Staci Shoemake PHONE (A/C, No, Ext): 334-749-3401 E-MAIL ADDRESS: staci.shoemake@marshmma.com	FAX (A/C, No): 334-745-8785	
	INSURER(S) AFFORDING COVERAGE		
INSURED Hawthorne Machinery Co. Hawthorne CAT Attn: Steve Hollingsworth 16945 Camino San Bernardo San Diego CA 92127	INSURER A: Great American Insurance Company		NAIC # 16691
	INSURER B: National Union Fire Ins Co of Pittsburg		19445
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 172991517

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.

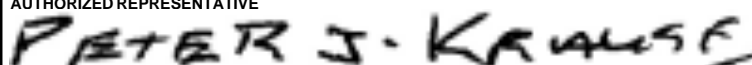
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Proj/Loc per Con	Y	Y	4886248	2/1/2026	2/1/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	2429527	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	TUU777952320	2/1/2026	2/1/2027	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	34213488 34213489	2/1/2026 2/1/2026	2/1/2027 2/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	GKP Legal Liability			2429528	2/1/2026	2/1/2027	500k Comp/500k Coll. 500 Comp/500 Coll

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As referenced above, National Union Fire Insurance Company of Pittsburg (19445): WC policy #34213489 applies to the state of CA. Garagekeepers Legal Liability is covered under National Union Fire Insurance Company of Pittsburg (19445) policy #2429581 (2/1/2026-2/1/2027).

General liability aggregate limit will only apply on a per project or per location basis if required by written contract per form 86681. General Liability (for ongoing and completed operations via forms CG2010 12/19 and CG2037 12/19, or equivalent, when a specific form edition date is not required by contract) and Auto Liability (per 87950) Additional Insured Status is granted to the City of Escondido, its officials, officers, agents, employees, and volunteers if required by a written, signed, and dated contract, agreement, or permit. All coverage is subject to the terms, conditions and exclusions contained in the policy form and endorsements. The City of Escondido, its officials, officers, agents, employees, and volunteers as required by written contract are named See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Escondido a Municipal Corporation 201 N. Broadway Escondido CA 92025	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 
---	---

AGENCY CUSTOMER ID: _____
 LOC #: _____

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh McLennan Agency		NAMED INSURED Hawthorne Machinery Co. Hawthorne CAT Attn: Steve Hollingsworth 16945 Camino San Bernardo San Diego CA 92127	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

additional insured on a primary and non contributory basis per forms 74445 and CG2001. Waiver of Subrogation is granted to the City of Escondido, its officials, officers, agents, employees, and volunteers, pursuant to written contract per forms WC000313, CG2001, and 62897. Umbrella is follow form over underlying policies (including but not limited to the General Liability, Commercial Auto, and Workers Compensation policies) and endorsements, per the conditions and exclusions of the policy form. Provides Additional Insured per form GAI60791098, Primary/Non-Contributory per form GAI60110697, and Waiver of Subrogation per form GAI61130697. In the event of a cancellation (for any reason other than nonpayment of premium), 30 days notice will be sent to the City of Escondido, its officials, officers, agents, employees, and volunteers, per forms 107414, 107414, and WC990056. Cancellation provision shown is subject to shorter or longer time periods depending on the jurisdiction of, and the reason for, the cancellation. Garagekeepers Legal Liability is included under the National Union Fire Auto Dealers policy with a \$500,000 Comprehensive Limit/\$500,000 Collision Limit that applies per location. "Stop Gap" Liability is included under Workers Compensation policy per form WC000303C for the states of ND, OH, WA, WY.

POLICY NUMBER: 4886248

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer, or surveyor, whom you are so required to add as an additional insured under this policy under a written contract or written agreement, executed prior to loss, except where prohibited by law.	Any location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 4886248

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer, or surveyor, whom you are so required to add as an additional insured under this policy under a written contract or written agreement, executed prior to loss, except where prohibited by law.	Any location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 4886248

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer, or suveyor, whom you are so required to add as an additional insured under this policy under a written contract or written agreement, executed prior to loss, except where prohibited by law.	Any location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 4886248

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer, or surveyor, whom you are so required to add as an additional insured under this policy under a written contract or written agreement, executed prior to loss, except where prohibited by law.	Any location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 4886248

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any Person or Organization that requires You to waive your Rights of Recovery, in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: 4886248

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 02/01/2026 forms a part of

Policy No. 4886248 issued to HAWTHORNE MACHINERY CO.

By National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 02/01/2026 forms a part of

Policy No. 2429527 issued to HAWTHORNE MACHINERY CO.

by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide additional insured status, but only to the extent of such person's or organization's liability arising out of the use of a covered auto.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 02/01/2026 forms a part of

policy No. 2429527 issued to HAWTHORNE MACHINERY CO.

by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01A.M. 02/01/2026 forms a part of

policy No. 2429527 issued to HAWTHORNE MACHINERY CO.

by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

**Authorized Representative or
Countersignature (in States Where
Applicable)**

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 02/01/2026 forms a part of

Policy No. 2429527 issued to HAWTHORNE MACHINERY CO.

By National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 02/01/2026 forms a part of Policy No. 34213488

Issued to HAWTHORNE MACHINERY CO.

By National Union Fire Insurance Company of Pittsburgh, PA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

All persons and/or organizations that are required by written contract or agreement with the insured, executed prior to the accident or loss, that waiver of subrogation be provided under this policy for work performed by you for that person and/or organization.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

**WC 00 03 13
(Ed. 04/84)**

Countersigned by _____

Authorized Representative

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 02/01/2026 forms a part of Policy No. 34213488

Issued to HAWTHORNE MACHINERY CO.

By National Union Fire Insurance Company of Pittsburgh, PA

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within³⁰ days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4 84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT—CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 02/01/2026 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. 34213489 Endorsement No. _____

of the National Union Fire Insurance Company of Pittsburgh, PA

issued to HAWTHORNE MACHINERY CO.

Premium (if any) \$ _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration

Schedule

Person or Organization	Job Description
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION	

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 02/01/2026 forms a part of Policy No. 34213489

Issued to HAWTHORNE MACHINERY CO.

By National Union Fire Insurance Company of Pittsburgh, PA

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within³⁰ days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

**RESOLUTION OF BOARD OF DIRECTORS
OF
HAWTHORNE MACHINERY CO.
BY
UNANIMOUS WRITTEN CONSENT**

The undersigned, being all of the directors of Hawthorne Machinery Co., a California Corporation, duly organized and existing under the laws of the State of California ("Company"), hereby consent to the following actions and adopt the following resolutions by unanimous consent without a meeting:

RESOLVED, that the following officers and/or managers of Hawthorne Machinery Co. are hereby exclusively authorized and empowered to enter into any contracts or agreements for the sole purpose of providing and performing bids for furnishing any products dealt in by said corporation with or to the United States Government, the State of California, or any County or Municipal Government of said State, any department or subdivision of any of them, and any other customer of the corporation; and to execute, deliver and acknowledge such contracts and/or bids on behalf of said corporation and deliver all necessary bonds for the performance of such contract bids and agreements:

Name:

Title:


David Ness	President/CEO
Brian Verhoeven	Executive Vice President/CFO
Mike Johnson	Vice President of Allied Products
Chandrasekar Ramamoorthy	Vice President
Clifford Yuen	Director of Power Sales and Rental
Robert Whitworth	Managing Director – Pacific Region
Leonard Smith	General Manager - Ness Turf Equipment
Kyle Farmer	General Manager – Power Systems
Jeffrey Boman	General Counsel

FURTHER RESOLVED, that any one of the aforementioned, be and hereby is authorized and empowered to enter into, execute, deliver, and acknowledge any such contract bids, together with any necessary bonds for the performance of such contracts or bids.

FURTHER RESOLVED, that, except as set forth herein, any previous authority granted to an office, title, or employee to bind Hawthorne Machinery Co. is hereby revoked in its entirety.

Dated: March 29, 2024

/s/ 
Tee K. Ness

/s/ 
David K. Ness



STAFF REPORT

June 3, 2026
File Number 0480-70

SUBJECT

FY 2025 OPERATION STONEGARDEN GRANT AND BUDGET ADJUSTMENT

DEPARTMENT

Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-88 to (1) accept FY 2025 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 (Department Name: 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 December 17, 2025, the City Council accepted a FY 2024 Operation Stonegarden Grant in the amount of \$10,000 to pay overtime expenses for crime suppression details. For the past fourteen 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 2024 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 2025 Operation Stonegarden Grant. Funding was provided by the California Office of Emergency Services, through the San Diego Sheriff's Department.



CITY *of* ESCONDIDO

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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. 2026-88

ATTACHMENTS

- a. Attachment "1"—Budget Adjustment

RESOLUTION NO. 2026-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO ACCEPT THE FISCAL YEAR 2025 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 DOCUMENTS AND 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 2025 Operation Stonegarden Grant to fund overtime expenses to address these goals; and

WHEREAS, the Fiscal Year 2025 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 to accept the Fiscal Year 2025 Operation Stonegarden Grant funds are 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.



BUDGET ADJUSTMENT REQUEST

Department:	Police Department	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Barbara Marlett	
City Council Meeting Date: <i>(attach staff report)</i>	June 3, 2026	

EXPLANATION OF REQUEST

Budget adjustments are needed to receive grant funds and establish a spending account for overtime expenses related to the FY 2025 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: <i>Ken Plunkett</i> 581C2D657E4C403...	5/26/2026	Signed by: <i>Christina Holmes</i> B56F52D8C10540B...	5/27/2026
DEPARTMENT HEAD	DATE	FINANCE	DATE

ORDINANCE NO. 2026-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING ESCONDIDO MUNICIPAL CODE CHAPTER 17, ARTICLE 4, DIVISION 2 TO REGULATE FIREWORKS

WHEREAS, Part 2 of Division 11 of the California Health and Safety Code, titled the State Fireworks Law, regulates fireworks; and

WHEREAS, the Office of the Attorney General for the State of California delivered an opinion on December 20, 2011, reconfirming that cities may regulate the sale, use, discharge, possession, storage, and transportation of fireworks within city limits; and

WHEREAS, Division 2 of Article 4 of Chapter 17 of the Escondido Municipal Code (“Fireworks Ordinance”) regulates fireworks within the City of Escondido (“City”); and

WHEREAS, despite the current regulations, the use of illegal fireworks within the City has increased, placing a significant demand on public safety resources and emergency service agencies; and

WHEREAS, illegal fireworks activity poses significant public health, safety, and fire risks; and contributes to noise disturbances, air pollution, and litter; and causes disproportionate adverse impacts on military veterans, pets, and other vulnerable populations; and

WHEREAS, the Fireworks Ordinance has not been amended since 1987; and

WHEREAS, community groups and residents, such as Escondido Fire Safe Council and Escondido Fights Illegal Fireworks, advocate for amendments to the Firework Ordinance; and

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

ORDINANCE NO. 2026-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 17 OF THE ESCONDIDO MUNICIPAL CODE TO REGULATE ENCAMPMENTS ON PUBLIC PROPERTY

WHEREAS, in June 2024, the United States Supreme Court ruled on *City of Grants Pass, Oregon v. Johnson*, 603 U.S. 520 (2024), confirming that cities and states may adopt public-camping laws; and

WHEREAS, in July 2024, the City Council of the City of Escondido ("City Council") amended and adopted changes to Chapter 17 of the Escondido Municipal Code ("EMC") to regulate encampments on public property; and

WHEREAS, the City adopted a Policy Statement on Homelessness, which outlines the City's considered approach to dealing compassionately and effectively with the myriad of issues surrounding homelessness; and

WHEREAS, the City Council desires to update the EMC to conform to current federal and state law, reflect practical considerations in the abatement of encampments, and to balance the City's obligation to protect the rights of individuals while promoting public health and safety; and

WHEREAS, the City is committed to protecting the life, health, and safety of its residents and all people within the geographical boundaries of the City; and

WHEREAS, the City Council is committed to protecting the rights of individuals who cannot obtain shelter and to treating their personal property with respect and consideration; and

WHEREAS, encampments on public property prohibit the use of certain public areas, harm certain environments within the City, contribute to illicit and criminal activity, and contribute to fire risk; and

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

ORDINANCE NO. 2026-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING AND ADDING TO THE ESCONDIDO MUNICIPAL CODE CHAPTER 31, ARTICLE 5, SECTIONS 31-232 WATER SHORTAGE

WHEREAS, the California Water Code § 10632 requires all urban water suppliers providing water for municipal purposes to more than 3,000 customers to prepare and adopt an Urban Water Management Plan every five years, demonstrating water supply reliability in normal, single dry, and multiple dry water years; and

WHEREAS, the City of Escondido has approximately 27, 170 active water service connections; and

WHEREAS, the City of Escondido's Urban Water Management Plan must be submitted to the Department of Water Resources by July 1 of years ending in 1 and 6, aligning with the statewide planning cycle; and

WHEREAS, the Water Shortage Contingency Plan is a standalone operational document that outlines the City of Escondido's staged response to temporary water shortages, whether caused by drought, supply interruptions, infrastructure failures, or regulatory constraints; and

WHEREAS, the City of Escondido relies on state grant and loan programs, including those administered by the Department of Water Resources, the State Water Resources Control Board, and other agencies; and

WHEREAS, adoption of the Water Shortage Contingency Plan, as part of the Urban Water Management Plan, ensures compliance with the California Water Code requirements and maintains eligibility for state-funded drought relief and infrastructure grants; and

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



STAFF REPORT

June 3, 2026

File Number 0697-20-10357

SUBJECT

SHORT-FORM RENT INCREASE APPLICATION FOR CASA GRANDE MOBILE ESTATES (FILE NO. 0697-20-10357)

DEPARTMENT

Development Services; Housing and Neighborhood Services

RECOMMENDATION

Request the City Council, serving in its role as the City of Escondido Mobilehome Rent Review Board hold a rent review board hearing to: (1) review and consider Casa Grande Mobile Estates Short-Form Application; and (2) adopt the Rent Review Board Resolution No. RRB 2026-78.

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

Presenter: Carlos Cervantes, Management Analyst; 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 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 February 21, 2024, a short-form application was considered and approved. An increase of 5.714 percent was approved, resulting in an average space increase of \$34.58 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 from the Mobilehome Park Rent Review Board ("Board"). This Board is an independent body comprised of the City of Escondido Councilmembers.



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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.

Casa Grande Mobile Estates (“Park”) is located at 1001 S Hale Ave, Escondido, CA 92029. The Park has a total of 102 spaces, of which 101 spaces are subject to rent control. The Park is requesting an increase for the 101 rent-controlled spaces. The amenities available for the residents include a clubhouse with a kitchen and fireplace, pool table, Ping-Pong table, a library, a swimming pool and sauna, RV storage, and coin laundry facilities.

Casa Grande Mobile Estates submitted a short-form application on March 11, 2026. (Attachment “1”). City staff reviewed the final application and deemed it to be complete on April 14, 2026. City staff mailed a letter, written in both English and Spanish, on April 14, 2026, notifying the affected park residents of the application and proposed rent increase, upcoming residential meeting, and public hearing date (Attachment “2”).

Casa Grande Mobile Estates short-form application is available for review at the Park office, on the Housing and Neighborhood Services website, and the Housing and Neighborhood Services Division counter at City Hall.

Housing and Neighborhood Services and Code Compliance staff facilitated an in-person meeting for the affected residents on April 27, 2026, at 6:00 p.m. Code Compliance conducted a lighting inspection on April 27, 2026, and completed an inspection of the common areas on April 28, 2026.

City staff mailed a 10-day notice written in both English and Spanish to residents on May 21, 2026 reminding them of the June 3, 2026 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 ninety percent (90%) of the change in CPI for the period of 2024 through 2025. A park is allowed to request up to ninety percent (90%) of the current CPI. Under Section 11(D) of the Guidelines it states, “In determining whether the amount of the park owner’s requested



CITY of ESCONDIDO

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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 3.409 percent (3.409%) for the period of consideration. The projected average monthly rent for the residents that are affected by this application is \$665.69. The average monthly increase requested for the 101 spaces is \$21.95 per space, per month. This increase ranges from to \$11.36 - \$27.89 per space, per month.

RESIDENT MEETING AND COMMENTS:

All residents affected by this request were invited to attend a meeting in their clubhouse April 27, 2026, at 6:00 p.m. The meeting was attended by sixteen residents, the Park manager, and City staff. The application and the short-form hearing procedures were reviewed with the residents. Residents asked questions regarding their individual increases, CPI percentages, and the process for rent control within the City. Staff was able to detail the requested increase process and what the short-form application entailed. City staff clarified to residents that the increase was based solely on the change in CPI over the requested period. Residents also had questions for park management concerning how often they plan on submitting application increases.

Resident Representative: Pat Robinson and Leah Hoffman

CODE COMPLIANCE INSPECTION:

On April 27, 2026, a lighting inspection was performed by the Code Compliance Division; there was one (1) lighting violation found at the lamp post by space 90. On April 28, 2026, an inspection of the common areas was conducted by the Code Compliance Division, Neighborhood Service Staff and Park Management. Four (4) violation were identified. There were overgrown tree branches encroaching into the right of way at the front entrance, overgrown vegetation in RV storage, missing screen protector in front of the clubhouse fireplace, and three torn window screens on the clubhouse women’s bathroom.

A notice was mailed to the Park manager and owner informing them of the violations (Attachment “3”). A reinspection was conducted and as of May 12, 2026, 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



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

RESOLUTIONS

- a) Resolution No. RRB 2026-78

ATTACHMENTS

- a) Attachment "1" – Casa Grande Mobile Estates 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 2026-78

A RESOLUTION OF THE CITY COUNCIL/ MOBILEHOME
RENT REVIEW BOARD OF THE CITY OF ESCONDIDO,
CALIFORNIA AUTHORIZING A RENT INCREASE FOR
CASA GRANDE MOBILE ESTATES

(File Number: 0697-20-10357)

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 Rent 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 Board Guidelines was filed on March 11, 2026 ("Application") by Casa Grande Mobile Estates, LLC ("Park"), the owner of the rental spaces in Casa Grande Mobile Estates, located at 1001 S Hale Ave in Escondido. City staff reviewed the application and deemed it complete on April 14, 2026; and

WHEREAS, the last rent increase was granted by Resolution No. RRB 2024-19 on February 21, 2024, for an increase of 5.714 percent which amounted to an average increase of \$34.58 per space, per month; and

WHEREAS, the Park requested a rent increase in the amount of 90 percent (90%) of the change in the Consumer Price Index ("CPI"), or 3.409 percent (3.409%), for the period of 2024 through 2025. The projected average monthly rent for the 101 spaces on the application is \$665.69, and the estimated increase averages to \$21.95 per space, per month; and

WHEREAS, on April 27, 2026, a Mobilehome Park Rent Review Code Compliance Inspection Report ("Inspection Report") was completed. The Inspection Report noted four (4) violations identified; overgrown tree branches encroaching into the right of way at the front entrance, overgrown vegetation in RV storage, missing screen protector in front of the clubhouse fireplace, and three torn window screens on the clubhouse women's bathroom. There was one (1) lighting violation at the lamp post in front of space 90. Code Compliance completed a reinspection on May 12, 2026, and all violations were cleared; and

WHEREAS, on June 3, 2026, the Board held its public hearing. After an initial staff presentation, the Board invited testimony from Park ownership, residents of the Park, and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members, and clarifying questions to the parties and staff, the Board voted to grant an increase of 3.409 percent (3.409%) resulting in an average rent increase of \$21.95 per space, per month, for the 101 spaces.

NOW, THEREFORE, BE IT RESOLVED by the City of Escondido Mobilehome Park Rent Review Board, as follows:

1. That the above recitations are true.
2. That the City of Escondido Mobilehome Park Rent Review Board finds that the Casa Grande Mobile Estates short-form application increase is consistent with the Guidelines, and approves the rent increase Application submitted by Casa Grande Mobile Estates, LLC.

Casa Grande Mobile Estates

CITY OF ESCONDIDO
SHORT-FORM

MOBILEHOME PARK APPLICATION FOR
SPACE RENT INCREASE



201 NORTH BROADWAY
ESCONDIDO, CALIFORNIA 92025-2798
Phone: (760) 839-4518
hnelson@escondido.org

MOBILEHOME RENT REVIEW BOARD

INSTRUCTIONS FOR SHORT-FORM RENT REVIEW APPLICATION

These instructions are to assist you in successfully completing your rent review application.

GENERAL INSTRUCTIONS:

1. Please **type** on all application forms. Please complete all sections.
2. Attach additional Excel Spreadsheet listing the affected residents, percent proposed increases and the projected rent increase. Please include a separate tab for any in-places sales or transfers or newly signed long-term leases. Be sure to identify the name of the park on all attachments. Once your application is complete, **please number the pages**.
3. Provide one (1) original and five (4) copies of the entire application. Please remember to number the pages of your completed application before copying.
3. All applications must include five (5) sets of return mailing address labels addressed to the all of the Residents affected by the proposed increase, Park Owner and Park Management Company. including park name, address, and space number. Please put the resident name and/or current tenant. The City reserves the right to request additional mailers as needed.

Example: Current Resident
 Escondido Mobile Estates
 200000 Washington, Space 1
 Escondido, CA 92025

Mobilehome Park Space Rent Sheets

This section shows rental amounts for each space affected by the application, since the date of the last increase (or the past two years if no rent review hearing has been held during that period). Please read the instructions carefully on the space rent worksheet and be sure to include the totals in the appropriate boxes.

In-Place Transfer/ Sale(s)

This section shows rental amounts and increases for each resident owned mobilehome sale in the park since Jul, 1, 2020, or since the date of when the last rent increase application was deemed complete (whichever date is more recent). Please read the instructions carefully on the worksheet and be sure to include the totals in the appropriate boxes.

Owner's Affidavit

This form must be signed by the park owner, attesting to the accuracy of the submitted information.

REVIEW:

Upon receipt of the application, the City has 30 days to determine if the application is complete. If it is not complete, further information will be requested from the applicant. When the application is complete, the applicant will be notified. For further details of the application process, please see the attached sheet which outlines the rent review process. We have also included a copy of the Rent Review Board Guidelines for you to reference. Please refer to Section 12 for short-form application guidelines.

The application and all supporting documents should be delivered to:

City of Escondido
Mobilehome Rent Control Administration
Attn: Holly Nelson
201 North Broadway
Escondido, CA 92025

If you have any questions, please call Holly Nelson, (760) 839-4518 or hnelson@escondido.org.

CITY OF ESCONDIDO

MOBILEHOME RENT REVIEW BOARD

Short-Form Rent Increase Application Checklist

This list will assist you in making sure you have completed the minimum requirements for submitting a short-form rent increase application.

✓ Ownership/Representative information completed on first page of application

✓ Affected space(s) rent worksheets

✓ In-Place Transfer/ Sale Worksheet

✓ Owner's Affidavit signed (required)

✓ Five (4) sets of address labels

✓ Five (4) copies of your completed package plus the original

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

SHORT-FORM APPLICATION FOR MOBILEHOME SPACE RENT INCREASE

Park Name Casa Grande Mobile Estates Telephone 760-746-1311

Address 1001 S Hale Ave, Office, Escondido, CA 92029

Owner Casa Grande Estates LLC Telephone 949-499-5151

Address 54 N Senda Dr. Laguna Beach, CA 92651

Representative Zayra Castillo Telephone 619-912-7733

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

Address

Site Manager Becky Bonamici Telephone 760-746-1311

Today's Date: 3/9/26

Date of last RRB increase 10/1/2024 Period covered by CPI request 2024-2025

Number of Spaces in Park 102 Spaces affected by proposed increase 101

Change in CPI during period 3.788 % 90% of change in CPI 3.409 %

Increase requested by Park 3.409 % # of In-Place Transfers as of 7/1/20 10

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.

Casa Grande Mobile Estates ha 102 spaces. Minimum lot size is 3150 sq feet.

Amenities include clubhouse, pool table, ping pong table, kitchen, sitting area,

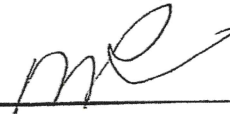
library, large screen smart tv, wi-fi, swimming pool, sauna's BBQ area,

laundry room and green belt for activities

OWNER'S AFFIDAVIT

I (We,) Zayra Castillo - Regional Manager - Agent
Casa Grande Mobile Estates

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
Zayra Castillo - Agent
Park Owner/Type or print name
Casa Grande Estates LLC
Signature
Zayra Castillo - Agent
Representative/Type or print name

Mailing address: 1001 S. Hale Ave.
ATTN: OFFICE
Escondido, CA 92029

Attachment "1"

Item 12.

Unit	Resident's First Name	Resident's Last Name	Current Rent	Increase %	Increase amount	New Rent
1	Sheri	Lewis	\$ 708.46	3.409%	\$ 24.15	\$ 732.61
2	Melody	Johnson	\$ 766.43	3.409%	\$ 26.13	\$ 792.56
3	Rodrigo & Sonia	Ramirez	\$ 746.33	3.409%	\$ 25.44	\$ 771.77
4	Jim & Joy	Evans	\$ 757.55	3.409%	\$ 25.82	\$ 783.37
5	Timothy	Cartwright	\$ 806.03	3.409%	\$ 27.48	\$ 833.51
6	Lynne	Benne	\$ 518.90	3.409%	\$ 17.69	\$ 536.59
7	Marc & Patti	Bird	\$ 700.59	3.409%	\$ 23.88	\$ 724.47
8	Marisha	Moran	\$ 647.28	3.409%	\$ 22.07	\$ 669.35
9	Tom	Donovan	\$ 731.41	3.409%	\$ 24.93	\$ 756.34
10	Theodore	Demos	\$ 766.43	3.409%	\$ 26.13	\$ 792.56
11	Tina	Reynolds	\$ 384.13	3.409%	\$ 13.09	\$ 397.22
12	Bill & Kathy	Bliss	\$ 746.33	3.409%	\$ 25.44	\$ 771.77
13	Kay J	Daughtery	\$ 727.49	3.409%	\$ 24.80	\$ 752.29
14	Mike & Patricia	Wimer	\$ 717.72	3.409%	\$ 24.47	\$ 742.19
15	Ward	Baker	\$ 770.66	3.409%	\$ 26.27	\$ 796.93
16	Robert	Alonso	\$ 762.46	3.409%	\$ 25.99	\$ 788.45
17	Eulalia & Fidel	Moreno	\$ 655.88	3.409%	\$ 22.36	\$ 678.24
18	Charles & Debra	Catania	\$ 666.05	3.409%	\$ 22.71	\$ 688.76
19	Barclay & Janae	Davidson	\$ 706.35	3.409%	\$ 24.08	\$ 730.43
20	Ernie & Barbara	Arthur	\$ 358.86	3.409%	\$ 12.23	\$ 371.09
21	Mike & Paula	Taylor	\$ 766.43	3.409%	\$ 26.13	\$ 792.56
22	Roslyn	Minett	\$ 383.91	3.409%	\$ 13.09	\$ 397.00
23	John	Campbell	\$ 787.57	3.409%	\$ 26.85	\$ 814.42
24	C & D	Weirich	\$ 695.92	3.409%	\$ 23.72	\$ 719.64
25	Nguyen & Kathleen	Duc	\$ 766.43	3.409%	\$ 26.13	\$ 792.56
26	Carol	Hiestand	\$ 757.55	3.409%	\$ 25.82	\$ 783.37
27	Megan	Gluth	\$ 650.45	3.409%	\$ 22.17	\$ 672.62
28	James	Hetheriton	\$ 666.45	3.409%	\$ 22.72	\$ 689.17
29	Marko	McNeil	\$ 715.17	3.409%	\$ 24.38	\$ 739.55
30	John Wayne	Specht	\$ 701.51	3.409%	\$ 23.91	\$ 725.42
31	Walter	Baker	\$ 746.33	3.409%	\$ 25.44	\$ 771.77
32	Leah & Pat	Robison	\$ 766.43	3.409%	\$ 26.13	\$ 792.56
33	Lonny & Janice	Lundgren	\$ 363.95	3.409%	\$ 12.41	\$ 376.36
34	Lonnie & Theresa	Reddick	\$ 633.23	3.409%	\$ 21.59	\$ 654.82
35	Rose	Aquino	\$ 700.73	3.409%	\$ 23.89	\$ 724.62
36	Oleg	Pylypchuk	\$ 693.45	3.409%	\$ 23.64	\$ 717.09
37	Stuart	Hesketh	\$ 505.52	3.409%	\$ 17.23	\$ 522.75
38	Dave	Goldsmith	\$ 351.73	3.409%	\$ 11.99	\$ 363.72
39	Linda	Lowe	\$ 575.88	3.409%	\$ 19.63	\$ 595.51
40	Chris & Becky	Bonamici	\$ 700.21	3.409%	\$ 23.87	\$ 724.08
41	Cindi	Riley	\$ 606.74	3.409%	\$ 20.68	\$ 627.42
42	Beverly	Lieurance	\$ 669.54	3.409%	\$ 22.82	\$ 692.36
43	Bobbie & Veronica	Wall	\$ 772.37	3.409%	\$ 26.33	\$ 798.70
44	Pam	Hartigan	\$ 766.43	3.409%	\$ 26.13	\$ 792.56
45	Robert & Michelle	Harter	\$ 711.74	3.409%	\$ 24.26	\$ 736.00
46	Julie	Bliss	\$ 375.68	3.409%	\$ 12.81	\$ 388.49
47	Bea	Hamman	\$ 441.74	3.409%	\$ 15.06	\$ 456.80
48	Steve	Teal	\$ 658.03	3.409%	\$ 22.43	\$ 680.46
49	Randy	McLaughlin	\$ 733.93	3.409%	\$ 25.02	\$ 758.95
50	Jim	McKinley	\$ 333.15	3.409%	\$ 11.36	\$ 344.51
51	Lynnda	Conklin	\$ 740.72	3.409%	\$ 25.25	\$ 765.97
52	Susan	Belair	\$ 703.00	3.409%	\$ 23.97	\$ 726.97
53	Evelyn	Langston	\$ 517.30	3.409%	\$ 17.63	\$ 534.93
54	Doug	David	\$ 738.48	3.409%	\$ 25.17	\$ 763.65
55	Najah	Marcus	\$ 758.22	3.409%	\$ 25.85	\$ 784.07
56	Robert	Martin	\$ 766.43	3.409%	\$ 26.13	\$ 792.56
57	Brenda	Peter	\$ 381.26	3.409%	\$ 13.00	\$ 394.26
58	Susan	Malotte	\$ 757.55	3.409%	\$ 25.82	\$ 783.37
59	Katherine	Gosling	\$ 719.66	3.409%	\$ 24.53	\$ 744.19
60	Madeleine	Bowans	\$ 792.64	3.409%	\$ 27.02	\$ 819.66
61	Deborah	Keller	\$ 731.41	3.409%	\$ 24.93	\$ 756.34
62	Karen	Joyce	\$ 757.55	3.409%	\$ 25.82	\$ 783.37

Attachment "1"

Item 12.

63	Annelie	Boeker	\$ 648.13	3.409%	\$ 22.09	\$ 670.22
64	Carol	Bailey	\$ 381.78	3.409%	\$ 13.01	\$ 394.79
65	Carol	Murphy	\$ 757.55	3.409%	\$ 25.82	\$ 783.37
66	George & Rose	Lopez	\$ 678.16	3.409%	\$ 23.12	\$ 701.28
67	Diane	Grabner	\$ 586.98	3.409%	\$ 20.01	\$ 606.99
68	Carol	Rackstein	\$ 757.55	3.409%	\$ 25.82	\$ 783.37
69	Randy & Janet	Heilmann	\$ 746.44	3.409%	\$ 25.45	\$ 771.89
70	TLC Homes		\$ 545.70	3.409%	\$ 18.60	\$ 564.30
71	Diane	Graf	\$ 757.55	3.409%	\$ 25.82	\$ 783.37
72	Joan	DeVries	\$ 365.84	3.409%	\$ 12.47	\$ 378.31
73	Anna Marie	Kurtek	\$ 812.57	3.409%	\$ 27.70	\$ 840.27
74	Alice	Clary	\$ 565.23	3.409%	\$ 19.27	\$ 584.50
75	Doug	Brady	\$ 697.09	3.409%	\$ 23.76	\$ 720.85
76	Thomas	Megna	\$ 766.43	3.409%	\$ 26.13	\$ 792.56
77	21st Mortgage		\$ 740.72	3.409%	\$ 25.25	\$ 765.97
78	Kris	Landwehr	\$ 757.55	3.409%	\$ 25.82	\$ 783.37
79	Diane	Harkleroad	\$ 740.72	3.409%	\$ 25.25	\$ 765.97
80	Evelyn	Kelleher	\$ 516.70	3.409%	\$ 17.61	\$ 534.31
81	Debra	Woodman	\$ 336.10	3.409%	\$ 11.46	\$ 347.56
82	David	Jackman	\$ 366.27	3.409%	\$ 12.49	\$ 378.76
83	Bob & Norma	Halstead	\$ 541.41	3.409%	\$ 18.46	\$ 559.87
84	Steve	Tobin	\$ 346.88	3.409%	\$ 11.83	\$ 358.71
85	Delina	Dejor	\$ 795.77	3.409%	\$ 27.13	\$ 822.90
86	Doris	Winner	\$ 740.72	3.409%	\$ 25.25	\$ 765.97
87	Ruth	Smith	\$ 368.91	3.409%	\$ 12.58	\$ 381.49
88	Jose	Jacinto Jr	\$ 633.27	3.409%	\$ 21.59	\$ 654.86
89	Mike & Patty	Rosemann	\$ 624.34	3.409%	\$ 21.28	\$ 645.62
90	Thomas	Collins	\$ 609.20	3.409%	\$ 20.77	\$ 629.97
91	Olive	Hunt	\$ 631.50	3.409%	\$ 21.53	\$ 653.03
92	Ted	Conger	\$ 471.91	3.409%	\$ 16.09	\$ 488.00
93	Cantanio	Michael	\$ 651.06	3.409%	\$ 22.19	\$ 673.25
95	Thomas & Margarita	Arvin	\$ 671.20	3.409%	\$ 22.88	\$ 694.08
96	Klusman	Eric	\$ 818.14	3.409%	\$ 27.89	\$ 846.03
97	Violet	Palmer	\$ 766.43	3.409%	\$ 26.13	\$ 792.56
98	Rochelle	Schwaesdall	\$ 766.43	3.409%	\$ 26.13	\$ 792.56
99	Edward & Kathryn	Blankenship	\$ 423.00	3.409%	\$ 14.42	\$ 437.42
100	John & Bonnie	Wells	\$ 652.26	3.409%	\$ 22.24	\$ 674.50
101	Michale	Gaskill	\$ 596.86	3.409%	\$ 20.35	\$ 617.21
102	Cecilia	Morris	\$ 376.49	3.409%	\$ 12.83	\$ 389.32

Average increase amount: Average new rent:
 \$ 21.95 \$ 665.69



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

April 14, 2026

Re: Short-form Rent Increase Application Submitted by Casa Grande 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 April 27, 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: June 3, 2026 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 **3.409%** increase
- Average Increase per space per month: \$21.95
- Average Rent for rent controlled spaces after the increase: \$665.69

4) WHERE TO RECEIVE MORE INFORMATION

- Attend the resident meeting on April 27, 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.
- Residents will receive a 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

14 de abril del 2026

Re: Solicitud Abreviada para un Aumento de Renta presentada por Casa Grande 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 27 de abril 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 = 3 de junio del 2026, 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 **3.409%**
- Aumento promedio por espacio por mes = \$21.95
- Renta promedio para espacios de renta controlado = \$665.69

4) DONDE PUEDE RECIBIR MÁS INFORMATION

- Asistir la junta de residentes el 27 de abril 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.
- Los residentes recibirán una notificación que les otorgará 30 días para revisar la solicitud y los documentos de respaldo, y enviar comentarios por escrito al personal de la Ciudad 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



DATE: April 29, 2026

TO: HONORABLE CHAIRMAN AND MEMBERS OF THE RENT CONTROL BOARD

FROM: RUBEN HERNANDEZ, CODE COMPLIANCE SUPERVISOR RH

SUBJECT: CASA GRANDE MOBILE HOME PARK RENT CONTROL

Casa Grande Mobile Home Park was inspected on April 28, 2026 with the lighting inspection conducted the prior evening. The Code Compliance inspection is required as part of the mobile home park's rent control application process. There were four general park violations and one park lighting violation found and noted in the attached inspection report.

The resident meeting was held on April 27, 2026 and was attended by sixteen park residents, three park managers and seven city employees from Housing and Neighborhood Services and Code Compliance. There was no code case compliance inquiries made to city staff.

Cc: Kevin Snyder, Director of Development Services
Danielle Lopez, Manager of the Housing and Neighborhood Services Division



**MOBILE HOME PARK RENT CONTROL
CODE COMPLIANCE INSPECTION REPORT**

Park Name:	Casa Grande Mobile Estates 1001 S. Hale Ave., Escondido		
Park Owner:	Casa Grande LP c/o Sue Pebley 54 N. La Senda Laguna Beach, CA 92651		
Park Manager:	Becky Bonamici	Phone:	(760) 746-1311
Inspection Date:	4/28/2026	Inspector:	Stephen Jacobson

The following report is based on the inspection of the mobile home park conducted under provisions outlined in the California Health & Safety Code, Division 13, Part 2.1; the California Code of Regulations, Title 25. This inspection report only addresses health and safety issues that are related to areas for which maintenance, repair and operations is the responsibility of the owners and managers of the park.

General Violations:

1. There are overgrown tree branches encroaching into the right of way located at the front entrance to the park. **25 CCR 1120(a).**
2. There is dry overgrown vegetation in the RV storage lot. **25 CCR 1120(a).**
3. There is a missing screen protector on the front of the clubhouse fireplace. **25 CCR 1102(a).**
4. There are three torn window screens on the clubhouse women's clubhouse bathroom. **25 CCR 1102(a).**

**Areas of the park needing illumination per 25 CCR 1108
(Lighting Inspection; (4-27-2026))**

1. The lamp post light in the front of space 90 is in disrepair.
-



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

May 21, 2026

Casa Grande Mobilehome Park
1001 S Hale Ave
Escondido, CA 92029

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 Casa Grande 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.

A public hearing is scheduled for **June 3, 2026 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

21 de mayo del 2026

Casa Grande Mobilehome Park
1001 S Hale Ave
Escondido, CA 92029

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:

A short-form rental increase application for Casa Grande 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.

Una audiencia pública está programada para el **4 de junio del 2026 a las 5 p.m.** en la Sala Consistorial del Concejo Municipal, 201 N. Broadway, Escondido, CA 92025 para determinar si se otorgará o no un aumento de renta para su parque.

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

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

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

Sinceramente,

Carlos Cervantes

Carlos Cervantes
Analista de Servicios de Vivienda y Vecindario I



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

May 12, 2026

Casa Grande LP
C/o Sue Pebly
54 N. La Senda
Laguna Beach, CA 92651

Park Owner

Casa Grande Mobile Estates
C/O Manager – Becky Bonamici
1001 S Hale Ave
Escondido, CA 92025

Park Manager

Dear Ms. Pebly

This notice is to formally advise you that the park violations noted in the rent control inspection report dated April 29, 2026 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 *RH*
Code Compliance Supervisor

CC: Kevin Snyder, Director of Development Services
Danielle Lopez, Manager of Housing and Neighborhood Service Division



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

May 12, 2026

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Danielle Lopez, Manager of Housing and Neighborhood Service Division



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Sincerely,

Ruben Hernandez 
Code Compliance Supervisor

CC: Kevin Snyder, Director of Development Services
Danielle Lopez, Manager of Housing and Neighborhood Service Division



STAFF REPORT

June 3, 2026
File Number 0870-11

SUBJECT

FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN FOR THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FUNDING FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM

DEPARTMENT

Development Services – Housing & Neighborhood Services

RECOMMENDATION

Request the City Council conduct a Public Hearing to solicit and consider citizen input on the Fiscal Year (“FY”) 2026-2027 Department Housing and Urban Development (“HUD”) Annual Action Plan for the use of the Home investment Partnership (“HOME”) funds; and adopt Resolution No. 2026-98 approving FY 2026-2027 HUD Annual Action Plan for use of HOME Funds, conditionally commit funds to projects, and authorize the Director of Development Services to execute contracts as appropriate.

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

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

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido; Encourage Housing Development

FISCAL ANALYSIS

The City of Escondido (“City”) receives an annual federal entitlement from HUD for community development and housing activities. HUD funds must assist the low-income and moderate-income residents of Escondido and may not be used to supplant City funds. Funds may also be used to pay for administrative and planning costs, subject to regulatory limitations. HOME projects and administrative costs have been funded with both HOME and Successor Housing Agency funds, and no General Funds will be used for these projects.

On April 10, 2026, HUD announced that the City will receive an allocation of \$563,047.23 in HOME funds for FY 2026-2027. HOME funds will be used to support the Consolidated Plan priorities.



CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

On June 25, 2025, the City Council conducted a Public Hearing to solicit and consider citizen input on the Five Year 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan for the use of Community Development Block Grant (“CDBG”) and HOME funds; adopted Resolution No. 2025-69 approving FY 2025-2029 Consolidated Plan and FY 2025-2026 Annual Action Plan for the use of CDBG and HOME funds, conditionally committing funds to projects; authorized the Director of Community Development to execute contracts as appropriate; and approved the submittal of the FY 2025-2029 Consolidated Plan and the FY 2025-2026 Annual Action Plan to HUD.

On January 7, 2026, the City Council received a presentation providing an overview of the CDBG and HOME Investment Partnership Program (“HOME”) programs.

On February 18, 2026, the City Council conducted a Public Hearing to review and reaffirm the priorities adopted in the 2025-2029 Consolidated Plan.

On February 25, 2026, the City Council conducted a Public Hearing to approve an allocation process for FY 2026-2027 utilizing the maximum allowable allocation for administration of the HOME Program.

BACKGROUND

The City of Escondido is considered an entitlement jurisdiction and receives an annual allocation from HUD for the operations of its HOME program. The funding is determined by a formula calculated by HUD, based on population, age of the city and poverty levels. The City’s allocation can fluctuate year-to-year causing funding to increase or decrease in various programs.

As a recipient of the federal funds, the City is required to submit a five-year Consolidated Plan, an Annual Action Plan that is required for each year of the Consolidated Plan period, and a Consolidated Annual Performance and Evaluation Report (“CAPER”) to monitor its progress, outcomes, and expenditures for the program year.

The Consolidated Plan is intended to provide a comprehensive, strategic framework for a community to establish a unified vision and Action Plan to address the needs of low-and moderate- income individuals, families and neighborhoods. The goals of the HOME program specifically, are to expand and preserve the supply of decent, safe, sanitary, and affordable housing for very low- and low- income families.

HUD requirements for the development of the Consolidated Plan include a community assessment of the City’s housing and community development needs, including homeless and non-homeless needs and the development of a comprehensive citizen participation plan. In accordance with the City’s Citizen Participation Plan, the City must conduct at least one Public Hearing each year regarding the proposed allocation of HOME funds. The first Public Hearing was held on February 25, 2026 where Council approved



CITY of ESCONDIDO

STAFF REPORT

the allocation process for FY 2026-2027 HOME funding. A second Public Hearing will be held on June 3, 2026, to review and approve funding allocations to specific programs and/or projects.

Based on the community needs assessments and public participation, four overarching priorities have been identified for the 2025-2029 Consolidated Plan period. Each year, prior to the adoption of the One-Year Action Plan, the City Council is asked to review and reaffirm the priorities and may choose to adopt changes at that time. For FY 2026-2027 these priorities were reaffirmed at the February 18, 2026, council meeting.

FY 2025-2029 HOME Priorities

- Support the development and preservation of affordable rental and homeownership opportunities.
- Expand access to supportive services to prevent and reduce homelessness, promote housing stability, and foster long-term solutions.
- Promote safe and healthy communities by improving public facilities, upgrading infrastructure, and supporting neighborhood revitalization efforts.
- Deliver essential public services to vulnerable populations, including youth, families, and seniors with low to moderate incomes and individuals with special needs.

HOME is a federal block grant program that provides funding to states and cities to be used exclusively for affordable housing activities to benefit low-income households. Funds for HOME are appropriated annually to HUD, which in turn distributes funding to states and cities.

HOME funds may only be used for affordable housing activities, including:

- New Construction of Owner-Occupied and Rental Housing: Building new affordable housing units for both homeownership and rental.
- Rehabilitation of Owner-Occupied and Rental Housing: Repairing and upgrading existing housing units.
- Tenant-Based Rental Assistance (“TBRA”): Providing direct rental assistance to low-income individuals and families.
- Assistance to Homebuyers: Supporting homeownership through down payment assistance, closing costs, etc.

HUD provides a very specific list of eligible activities. If a project or expense is not included in this list, it is most likely an ineligible expense.

Citizen Participation and Public Outreach

Citizen participation is a primary requirement for the preparation of the Consolidated Plan and Annual Action Plans. In accordance with the Citizen Participation Plan, the City must conduct two Public Hearings



CITY of ESCONDIDO

STAFF REPORT

to solicit and consider citizen input on the Annual Action Plan. The first Public Hearing for HOME funds was held on February 18, and the second will be held on June 3. The City Council actions on June 3, will approve specific programs and activities to be undertaken with FY 2026-2027 HOME funds. Final commitment is dependent on HUD's acceptance of the Action Plan, completion of a National Environmental Policy Act ("NEPA") environmental review, and receipt of environmental clearance from HUD.

The City released a public notice in the Escondido Times Advocate, on April 16, 2026, noticing a 30-day public comment period on the draft 2026-2027 One Year Action Plan for HOME and CDBG funds. Additionally, staff posted a copy of the draft Annual Action Plan on the Housing and Neighborhood Services Department website and made hard copies available at the front counter in City Hall. At the time of this report, City staff received four public comments, questions, or concerns on the priorities or plans.

During the open public comment period, City staff presented on the Annual Action Plan at three community meetings. The first was on April 23, 2026 to the Neighborhood Leadership Forum, the second was on May 1, 2026 at the Escondido Education COMPACT's CAFÉ Meeting, and the third was at a Community Forum, hosted by Housing and Neighborhood Services, on May 7, 2026 at City Hall. A total of 43 community members attended the meetings. In addition to the Community Alliance for Escondido ("CAFÉ") meeting, the flyer requesting feedback was sent to CAFÉ's list serve of approximately 300 service providers. The flyer was also posted to the City's social media channels.

2026-2027 HOME Budget Proposal

Priority	Program/Project	Allocation
Administration	HOME Administration (10% Cap)	\$56,304.72
Support the development and the preservation of affordable rentals	Tenant-Based Rental Assistance (TBRA) Program – provide rental assistance to approximately 64 low-income households.	\$388,000
Preservation of homeownership opportunities	First Time Home Buyer Program – Provide down payment assistance and closing cost support to income-eligible first-time homebuyers to increase access to sustainable homeownership opportunities.	\$34,285.43
CHDO Set Aside	Reserve HOME funds for Community Housing Development Organizations (CHDOs) to support the development, acquisition, and rehabilitation of affordable housing for low-income households. (15% required).	\$84,457.08



CITY *of* ESCONDIDO

STAFF REPORT

Conclusion

On June 10, 2026, staff will return with the CDBG budget allocations. The deadline for the City to submit the FY 2026-2027 Annual Action Plan to HUD is August 16, 2026.

RESOLUTIONS

- a) Resolution No. 2026-98

ATTACHMENTS

- a) Attachment "1"—Budget Adjustment



BUDGET ADJUSTMENT REQUEST

Department:	Development Services/HNS	<u>For Finance Use Only</u> BA # _____ Fiscal Year _____
Department Contact:	Norma Olquin	
City Council Meeting Date: <i>(attach staff report)</i>	6/3/2026	

EXPLANATION OF REQUEST

The City will receive an allocation of \$563,047.23 in HOME Investment Partnerships Program ("HOME") funds for Fiscal Year ("FY") 2026-2027. Below is a list of programs/projects for the FY 2026-27 HOME Program.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
HOME Administration (10%)	GRT-NEW	\$56,304.72	
2026-2027 Rental Subsidy	GRT-NEW	\$388,000	
CHDO Set Aside (15%)	NEW	\$84,457.08	
First Time Home Buyer Program	GRT - NEW	\$34,285.43	

APPROVALS

DEPARTMENT HEAD	DATE	FINANCE	DATE

RESOLUTION NO. 2026-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING THE HOME INVESTMENT PARTNERSHIPS PROGRAM ("HOME") BUDGET FOR FISCAL YEAR ("FY") 2026-2027 AND AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO CONDITIONALLY COMMIT FUNDS TO AND EXECUTE AGREEMENTS AS ALLOWED FOR USE OF HOME FUNDS; AND ADOPTING THE CITY OF ESCONDIDO FY 2026-2027 ANNUAL ACTION PLAN FOR HOME

WHEREAS, the City of Escondido ("City") is a recipient of HOME funds from the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, the City desires at this time, and deems it to be in the best interest, to adopt the FY 2026-2027 Annual Action Plan for HOME funds; and

WHEREAS, a maximum of 10 percent of HOME funds received may be used for administration, a minimum of 15 percent of HOME funds must be reserved for CHDO activities, and the remaining funds may be used for eligible affordable housing activities consistent with HOME Program requirements; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to adopt the HOME budget for FY 2026-2027, which is attached as Exhibit "A," and which is incorporated by this reference; and

WHEREAS, the HOME budget reflects the work program for the coming year based on the City's Action Plan for FY 2026-2027, which identifies the goals and priorities, established in the 2025-2029 Consolidated Plan; and

WHEREAS, the City Council also desires to authorize City officials, including the Director of Development Services as appropriate, to conditionally commit funding and execute agreements as authorized by the Escondido Municipal Code to provide for the use of HOME funds.

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

1. That the above recitations are true.
2. That the City Council approves the adoption of the FY 2026-2027 Annual Action Plan for HOME funds.
3. That the City Council authorizes the HOME budget and administration of programs for the period of July 1, 2026 through June 30, 2027 inclusive, contained in the FY 2026-2027 HOME Budget Documents, attached hereto as Exhibit "A" and is hereby adopted.
4. That the Director of Community Development is authorized to approve non-substantial changes to the HOME budget within the parameters outlined in the Council approved Citizen Participation Plan.
5. That City officials, as authorized by the Escondido Municipal Code, may execute agreements for the use of HOME funds, provided such agreements are approved as to form by the City Attorney.

City of Escondido, Fiscal Year 2026-2027
Anticipated HOME Allocations: \$563,047.23

2026-2027 HOME Budget Proposal

Priority	Program/Project	Allocation
Administration	HOME Administration (10% Cap)	\$56,304.72
Support the development and the preservation of affordable rentals	Tenant-Based Rental Assistance (TBRA) Program – provide rental assistance to approximately 64 low-income households.	\$388,000
Preservation of homeownership opportunities	First Time Home Buyer Program – Provide down payment assistance and closing cost support to income-eligible first-time homebuyers to increase access to sustainable homeownership opportunities.	\$34,285.43
CHDO Set Aside	Reserve HOME funds for Community Housing Development Organizations (CHDOs) to support the development, acquisition, and rehabilitation of affordable housing for low-income households. (15% required)	\$84,457.08



STAFF REPORT

June 3, 2026
File Number 0910-10

SUBJECT

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE RINKS FOUNDATION TO EXPLORE FEASIBILITY OF THE CONSTRUCTION OF A COMMUNITY ICE SPORTS FACILITY AT KIT CARSON PARK

DEPARTMENT

City Manager's Office

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-87 approving an MOU with The Rinks Foundation to explore the feasibility of The Rinks Foundation constructing and operating, via a long-term lease, a three-sheet community ice facility in Kit Carson Park ("Project").

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

Presenter: Joanna Axelrod, Deputy City Manager

ESSENTIAL SERVICE – No

COUNCIL PRIORITY – Drive Community and Land Development

FISCAL ANALYSIS

The proposed MOU is a non-binding agreement to negotiate; therefore, there is no direct fiscal impact to the City from the MOU.

Should the City Council adopt Resolution No. 2026-87, the fiscal impact, including anticipated City revenue projections, is generally described in Exhibit "A" to Resolution No. 2026-87 ("MOU") and will be more fully developed and refined as a lease is finalized and the Project progresses. Long-term City costs associated with the Project and the facility, if any, are unknown at this time. Costs associated with the relocation and construction of the City of Escondido Adult Softball complex to Francis Ryan Park ("Ryan Park"), in order to accommodate construction of the Project, are unknown at this time but will be explored as part of the feasibility analysis. In addition to investing in the construction and operation of the proposed facility, The Rinks Foundation will make a \$4 million contribution to the adult softball complex relocation costs.

PREVIOUS ACTION

N/A



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

The Rinks Foundation (“TRF”) presented the City of Escondido (“City”) with a preliminary proposal to fully fund, construct, and operate an indoor ice rink facility. The Rinks Foundation is a nonprofit organization that operates eight hockey and skating facilities in Southern California, including The Rinks – Poway ICE in Poway, California and Great Park Ice in Irvine, California. The Rinks Foundation was founded by philanthropists and owners of the San Diego Gulls and Anaheim Ducks, Henry and Susan Samuelli.

This proposed community ice facility would not only increase the number of ice sheets and recreational opportunities for youth and adults across the entire region but also serve as the future official training facility for the San Diego Gulls Hockey Club. The facility would also serve as a driver of economic development for the City – particularly given the proposed location adjacent to the Mershops North County Mall.

The proposed MOU with TRF establishes a non-binding framework under which the City and TRF will collaboratively explore the feasibility of developing a state-of-the-art ice and recreational facility at the south end of Kit Carson Park where the City of Escondido Adult Softball complex currently resides. The MOU allows both parties to evaluate site constraints, financial feasibility, community impacts, and long-term public benefits prior to any future commitment to construction or operations. As part of the feasibility effort, the City, in conjunction with the TRF team, will convene and gather community input to advise the City Council when the proposal returns for further consideration.

This feasibility effort reflects a shared interest in expanding and diversifying high-quality recreational opportunities for Escondido residents while catalyzing long-term economic and community development.

The Samuelli Family’s Philanthropic Leadership and Community Investment

The Rinks Foundation is part of a broader ecosystem of community-focused philanthropic efforts supported by the Samuelli family, one of Southern California’s most recognized family philanthropies. Through the Samuelli Foundation, Irvine Ice Foundation, TRF, and other Samuelli-affiliated organizations, the family has invested more than \$1 billion over the last 25 years in education, health, human services, and community development, including an emphasis on access to youth sports and recreation.

A hallmark example of this approach is Great Park Ice & FivePoint Arena in Irvine—one of the largest public ice facilities in the United States. Developed at a cost of approximately \$110 million and funded almost entirely through private and philanthropic sources, the facility was designed to serve not only as a



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training venue, but as a community-centered recreational hub open to the public. Since opening, Great Park Ice has supported youth and adult hockey, figure skating, learn-to-skate programs, regional and national tournaments, and community events, while creating hundreds of jobs and generating sustained economic activity for the surrounding area.

More recently, the Samueli family is developing OCVIBE in Anaheim—a privately funded, \$5 billion mixed-use entertainment district anchored by sports, entertainment, parks, housing and public gathering spaces. OCVIBE is an economic catalyst, transforming underutilized land into a vibrant regional destination with long-term fiscal and social benefits for the host community.

A Generational Opportunity for Escondido

Much like Great Park Ice in Irvine and OCVIBE in Anaheim, a state-of-the-art community ice facility in Escondido has the potential to serve as a generational civic asset—one that delivers benefits well beyond recreation alone.

Such a facility could:

- Attract regional tournaments, events, and visitors, increasing hotel stays and local spending
- Serve as a year-round community gathering place for families, youth, and seniors, including community programming and public skating providing access to ice sports
- Support workforce development, employment, and volunteer opportunities
- Reinforce Escondido’s identity as a destination for active lifestyles and family-oriented recreation

Experience in other communities demonstrates that well-designed recreational anchors can stimulate adjacent investment, increase park utilization, and enhance a city’s overall quality of life over decades—not just years. The proposed MOU allows the City to rigorously assess whether these outcomes are achievable at Kit Carson Park before any future commitments are considered. This includes gathering community input about the Project to advise the Council during future deliberations.



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London Moeder Advisors has conducted an economic impact analysis of the proposed Project. A full report will be available soon, but preliminary analysis shows that, amongst other benefits, this Project could produce \$12,288,423 in one-time direct construction-related wages and \$10,878,627 in recurring annual economic output generated from stabilized operations of the facility.

Loss of Ice Recreation in Escondido

The permanent closure of Ice-Plex Escondido in July 2020 eliminated the City's only dedicated ice-skating facility. Ice-Plex served Escondido and North County for more than 25 years, offering youth and adult hockey, figure skating, learn-to-skate programs, and public skating opportunities until mounting operational losses and the impacts of the COVID-19 pandemic forced its closure. Today, there are only six ice sheets in all of San Diego County.

Since that time, Escondido youth, families, and adult participants seeking ice recreation have been required to travel outside the community—often long distances—to access comparable facilities. The absence of a local ice venue has reduced opportunities for participation in organized sports, informal recreation, and positive after-school activities.

More than 200 families regularly drive from San Diego County to Great Park Ice for hockey programming and league, requiring hours on the road due to lack of facilities in San Diego County.

Community Sentiment and Youth Recreation Needs

City staff routinely observe community feedback - particularly on social media and during public engagement processes - calling for more structured, positive recreational outlets for youth and teens. Residents frequently cite the need for safe, engaging activities that promote physical health, teamwork, and mentorship while providing constructive alternatives during after-school and evening hours.

Ice and recreational facilities operated by TRF in other communities are designed to serve participants of all ages, abilities, and income levels, emphasizing inclusivity, youth development, and community stewardship. Reintroducing ice recreation to Escondido directly responds to this expressed community sentiment while complementing existing park and recreation programs.



CITY of ESCONDIDO

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Partnership Commitment and Ballfield Relocation Support

As part of its commitment to partnership with the City, in addition to fully funding the construction and operation of the facility, The Rinks Foundation would contribute \$4 million toward the relocation of the Adult Softball complex to Ryan Park. The Ryan Park Master Plan currently envisions the construction of ballfields at the site. This contribution reflects TRF's shared desire with the City to minimize disruption to existing recreational users during any transition period.

City staff and TRF have a shared commitment to carefully sequence planning, construction, and relocation efforts in a manner that maintains continuity of programming, minimizes disruption, and prioritizes community access.

Conclusion

Approval of the proposed MOU does not commit the City to construction or long-term operation. Rather, it authorizes a structured, collaborative feasibility and community engagement process to determine whether a state-of-the-art ice and recreational facility can be successfully integrated into Kit Carson Park in a way that advances and diversifies Escondido's economic, recreational, and community development goals.

Given the Samueli family's demonstrated track record of delivering community-centered, privately funded civic assets, the loss of local ice recreation since 2020, and strong community interest in expanded youth recreational opportunities, staff recommends approval of the MOU.

If Council approves the MOU, staff will host a series of community listening sessions about the proposed Project to gather feedback and will return to Council to provide a recommendation on next steps.

RESOLUTIONS

- a. Resolution No. 2026-87
- b. Resolution No. 2026-87—Exhibit "A"— Memorandum of Understanding

RESOLUTION NO. 2026-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE RINKS FOUNDATION TO EXPLORE FEASIBILITY OF THE CONSTRUCTION OF A COMMUNITY ICE SPORTS FACILITY AT KIT CARSON PARK

WHEREAS, The Rinks Foundation (“TRF”) presented the City of Escondido with a preliminary proposal to fully fund, construct, and operate an indoor ice rink facility; and

WHEREAS, The Rinks Foundation is a nonprofit organization that operates eight hockey and skating facilities in Southern California, including The Rinks – Poway ICE in Poway, California and Great Park Ice in Irvine, California; and

WHEREAS, The Rinks Foundation was founded by philanthropists and owners of the San Diego Gulls and Anaheim Ducks, Henry and Susan Samueli. Through the Samueli Foundation, Irvine Ice Foundation, TRF, and other Samueli-affiliated organizations, the family has invested more than \$1 billion over the last 25 years in education, health, human services, and community development, including an emphasis on access to youth sports and recreation; and

WHEREAS, this proposed community ice facility would not only increase the number of ice sheets and recreational opportunities for youth and adults across the entire region but serve as the future official training facility for the San Diego Gulls Hockey Club. The facility would also likely serve as a driver of economic development for the City – particularly given the proposed location adjacent to the Mershops North County Mall; and

WHEREAS, such a facility could attract regional tournaments, events, and visitors, increasing hotel stays and local spending; serve as a year-round community gathering place for families, youth, and seniors including community programming and public skating providing access to ice sports; support workforce development, employment, and volunteer opportunities; and reinforce Escondido's identity as a destination for active lifestyles and family-oriented recreation; and

WHEREAS, the permanent closure of Ice-Plex Escondido in July 2020 eliminated the City's only dedicated ice-skating facility and City staff routinely observe community feedback calling for more structured, positive, safe, engaging activities that promote physical health, teamwork, and mentorship while providing constructive alternatives for youth and teens; and

WHEREAS, the Memorandum of Understanding ("MOU") with TRF would establish a non-binding framework under which the City and TRF will collaboratively explore the feasibility of developing a state-of-the-art ice and recreational facility at the south end of Kit Carson Park where the City of Escondido Adult Softball complex currently resides. The MOU allows both parties to evaluate site constraints, financial feasibility, community impacts, and long-term public benefits prior to any future commitment to construction or operations. As part of the feasibility effort, the City, in conjunction with the TRF team, will convene and gather community input to advise the City Council when the proposal returns for further consideration; and

WHEREAS, the Ryan Park Master Plan currently envisions the construction of ballfields at the site and, as part of its commitment to partnership with the City, in addition to fully funding the construction and operation of the facility, The Rinks Foundation has proposed contributing \$4 million toward the relocation of the Adult Softball complex to Ryan Park.

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 Memorandum of Understanding with The Rinks Foundation, which is attached to and incorporated in this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between the City of Escondido, a California municipal corporation ("City"), and The Rinks Foundation, a California non-profit public benefit corporation on behalf of itself and a to-be-formed wholly owned subsidiary (collectively, "TRF"), for the mutual benefit of the Parties. The City and TRF may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The City is the owner of roughly 285 acres of park land comprising Kit Carson Park, which provides recreational opportunities and areas preserved as natural habitat (the "Property"). As a regional park that attracts players and enthusiasts of a variety of sports from all over Southern California, TRF has presented the City with an opportunity to increase recreational opportunities for both youth and adults as well as a facility that will serve as a driver of economic development for the region.

B. TRF, directly or through affiliates, is the owner and operator of community rinks (six ice and two inline), commonly known as "The Rinks" and located in Orange County and Los Angeles County, California and desires to construct and operate an indoor ice rink facility on a portion of the Property.

C. This MOU is conditioned on compliance with the California Environmental Quality Act (CEQA); it represents a preliminary expression of cooperation; and is not an approval of any proposed project by the City or any commitment by the City to approve any agreement with TRF in the future. Such agreement, if realized, must be first considered and approved by both the City Council and the governing body of TRF.

D. The City received a determination by the California Department of Housing and Community Development ("HCD") that the proposed transaction between the Parties is exempt from the Surplus Land Act due to prior legal restrictions on the Property.

TERMS AND CONDITIONS

With the above Recitals in place, the Parties agree to the following:

1. Negotiation: The City and TRF agree to collaborate and enter into exclusive, non-binding, good-faith negotiations for a potential ground lease (the "Lease") of a City-owned

approximate fourteen (14) acre parcel of property for the purpose of developing and operating an indoor three (3) sheet ice skating/ice hockey facility, a tentative concept design of which is depicted on the Site Map attached as Exhibit A (the "Facility").

2. Term: It is anticipated that the Lease term (the "Term"), will commence only if and when all entitlements have been obtained by TRF, and the Facility is constructed, and continue for twenty-five (25) years with an additional five (5) options to extend the Term, in each instance for an additional five (5) year period. The Facility will revert to City ownership at the conclusion of the Term.

3. Entitlement: TRF will comply with all applicable City processes for entitlement of the Facility including all required environmental reviews and an application for a Conditional Use Permit for the Facility. The Parties anticipate that there will also be an environmental review as the result of the relocation of the existing ballfield facilities.

4. Rent: The anticipated rent amount, beginning at the commencement of the Term, will be the lesser of (i) eighteen and seventy-five one hundredths percent (18.75%) of Project Cash Flow, or (ii) One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$187,500) per Lease Year.

5. Use: The purpose of the Lease will be the construction and operation of the Facility and related on and off-site improvements consistent with entitlements, applicable laws and development and building plans and permits approved by City (collectively, the "Project"). The Project will be managed by TRF.

6. Financing: TRF anticipates financing the Project with tax-exempt debt in a to be determined amount issued by a Joint Powers Authority, funded by a financial institution and secured by a Leasehold Deed of Trust, and, as needed, cash provided by TRF, each and all as approved by City. The Parties anticipate working with the California Infrastructure and Economic Development Bank, with only limited involvement by the City.

7. Community Benefits: TRF will provide, as a community benefit, public access to and programming at the Facility. In addition, while the City will be responsible to relocate the existing ballfield facilities which are contiguous to the Project, TRF will contribute as an additional community benefit, amount of \$4,000,000 toward the cost of such relocation.

8 Further Assurances: The Parties agree to provide staff support to pursue a potential future agreement such that negotiations move forward expeditiously; and such agreement will allow the Parties to promptly and timely complete their respective evaluation of the feasibility of the Project and a Lease.

9. Further Agreements: Nothing herein is intended to constitute, nor shall it operate as, an agreement to enter into any further agreements or relationships between the Parties, or any other parties. The City does not make any warranty or guarantee of a lease or ultimate approval of any development application for the Project.

10. Non-Binding: The provisions of this MOU represent a statement of the Parties' general intent only and shall not be binding on either Party. Each Party fully understands that the terms and conditions of any future lease agreement are subject to approval by the City Council and TRF, and no Party shall have any legal obligations to the other unless and until all such terms and conditions of any proposed lease agreement have been negotiated and agreed to by the authorized officials, representative, agents, or designees of the Parties.

11. CEQA: This MOU is conditioned on compliance with CEQA and the State CEQA Guidelines. The Parties acknowledge that this MOU does not bind any Party, or commit any Party, to any definite course of action, prior to CEQA compliance. Further, nothing in this MOU restricts the City from considering, if applicable, any feasible mitigation measures or alternatives associated with any proposed future agreement, including a "no project" alternative.

12. Non-Approval: The MOU is a preliminary expression of cooperation and intent and not an approval of any proposed future lease agreement or development application by the City or TRF.

13. Termination: The Parties can cancel the MOU and its terms and conditions at any time. The Parties' stated intent is that the MOU is a preliminary non-binding understanding that is not intended to be "enforced" against either Party. Nonetheless, the Parties mutually agree that their representative signing below have the authority to enter into this MOU.

This MOU is effective on the date shown above.

Dated: _____

CITY OF ESCONDIDO

Dane White, Mayor

Dated: _____

THE RINKS FOUNDATION.

Aaron Teats



STAFF REPORT

June 3, 2026
File Number 0120-10

SUBJECT

BOARD AND COMMISSION APPOINTMENTS

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Mayor White respectfully requests that the City Council ratify his appointments to the Public Art Commission as follows:

- Nathalie Martinez
- Mimi Ovanessoff
- John Pappas III
- Marcus Wanner

Mayor White respectfully requests that the City Council ratify his appointments to Transportation and Community Safety Commission as follows:

- Rachel "Beth" Kassebaum
- David Cazares
- Michelle Peters

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

Presenter: Zack Beck, City Clerk

BACKGROUND

The City Council conducted interviews for the Public Art Commission and Transportation and Community Safety Commission on May 13, 2026 and May 20, 2026. Terms for these seats are set to expire March 31, 2028.

KEY-

CONSENT CALENDAR CURRENT BUSINESS

PUBLIC HEARING WORKSHOP PROCLAMATION

Item 16.



CITY of ESCONDIDO

FUTURE AGENDA

6/10/2026

CONSENT CALENDAR - (C. HOLMES) - FY2025/26 THIRD QUARTER FINANCIAL REPORT - It is requested that the City Council receive and file the third quarter financial report for FY2025/26

CONSENT CALENDAR - (J. GOULART) - PURCHASE TRAFFIC SIGNAL CONTROLLERS FOR THE CITYWIDE TRAFFIC SIGNAL COMMUNICATIONS

PUBLIC HEARING - (K. SNYDER) – PL25-0096 / PL25-0097 / PL25-0098 / PL25-0099 – 510 W. VALLEY TOWNHOMES

PUBLIC HEARING - (K. SNYDER) – PL24-0067 - APPEAL OF A PLANNING COMMISSION DECISION TO APPROVE A 5-LOT TENTATIVE SUBDIVISION MAP ON

PUBLIC HEARING - (K. SNYDER) – FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN FOR DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CURRENT BUSINESS - (C. MCKINNEY) - RESOLUTION SUPPORTING A CONCEPTUAL PROPOSAL BY "LOVE ESCO" FOR DONATION OF DESIGN SERVICES, CONSTRUCTION SERVICES, AND MATERIAL for CITY PARK FACILITIES at "HERITAGE GARDEN" POCKET PARK IN DOWNTOWN ESCONDIDO - Request the City Council adopt Resolution No. 2026-77 supporting a conceptual proposal by Love Esco, a registered 501(c)3 non-profit organization, for future donation of design services, construction services, and materials of City park facilities on a City owned properties (APN #'s 229-432-24, -25, and -26) at the corner of East Grand Avenue and North Juniper Street in downtown Escondido ("Heritage Garden").

CURRENT BUSINESS - (C. MCKINNEY) - HIGH-SPEED RAIL AUTHORITY'S (HSRA) TAX INCREMENT FINANCING (TIF) DISTRICT