



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, MAY 06, 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



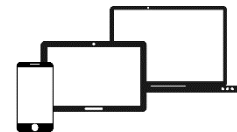
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov



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WEDNESDAY, MAY 06, 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, MAY 06, 2026

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

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 April 06, 2026 to April 26, 2026.

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



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COUNCIL MEETING AGENDA

WEDNESDAY, MAY 06, 2026

3. APPROVAL OF MINUTES: Regular meetings of April 8, 2026 and April 15, 2026

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. PL26-0112: FIRST AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH RICK ENGINEERING AND DEVELOPMENT CO.

Request the City Council adopt Resolution No. 2026-80, approving the First Amendment to the Consulting Services Agreement with RICK Engineering and Development Co. in the amount of \$688,700 for on-call Planning and Engineering Services.

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

Presenter: Veronica Morones, Assistant Director of Development Services

a) Resolution No. 2026-80

6. APPROVE SECOND AMENDMENT TO CONSULTING AGREEMENT FOR THE SOUTH ESCONDIDO ACCESS IMPROVEMENTS PROJECT

Request the City Council adopt Resolution No. 2026-47 authorizing the Mayor to execute, on behalf of the City, a Second Amendment to the Consulting Agreement dated February 21, 2024 with STC Traffic, Inc. ("STC") in the amount of \$26,600 for the South Escondido Access Improvements Project ("Project") which shall bring the current contract price to \$486,176, and authorizing the City Engineer to execute additional amendments if needed for up to \$30,000 which will bring the total contract price to \$516,176.

Staff Recommendation: Approval (Kevin Snyder, Development Services Director and Jason Christman, Interim City Engineer)

Presenter: Jason Christman, Interim City Engineer

a) Resolution No. 2026-47

7. AWARD CONTRACT TO PURCHASE AND INSTALL ORCHESTRA LIFTS AT THE CALIFORNIA CENTER FOR THE ARTS (CCA)

Request the City Council adopt Resolution No. 2026-76 approving a Professional Services Agreement with GALA Systems Inc. in the amount of \$753,800 for replacement of the Concert Hall and Main Theatre orchestra lifts at the California Center for the Arts.

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

Presenter: Ed Vasquez, Project Manager

a) Resolution No. 2026-76



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COUNCIL MEETING AGENDA

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8. LIBRARY INFRASTRUCTURE PROJECT FINAL CHANGE ORDER

Request the City Council adopt Resolution No. 2026-75 authorizing the Mayor to execute a change order with Southwest Construction Services, Inc. in the amount of \$1,345,450.60 for the Library Infrastructure Project (“Project”).

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

Presenter: Ed Vasquez, Project Manager

a) Resolution No. 2026-75

9. CHANGE ORDERS TO PURCHASE ORDER AGREEMENT NO. 195 AND 198, INCREASING THE ANNUAL PURCHASE AMOUNT OF SALT AND PURATE FOR THE WATER TREATMENT PLANT

Request the City Council: adopt Resolution No. 2026-69, authorizing the Finance Department to execute a change order in the amount of \$25,000, increasing the annual purchase amount for purate to \$413,273.50; and adopt Resolution No. 2026-74, authorizing the Finance Department to execute a change order in the amount of \$27,205, increasing the annual purchase amount for Salt to \$226,698.75.

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

Presenter: Reed Harlan, Assistant Director of Utilities

a) Resolution No. 2026-69

b) Resolution No. 2026-74

WORKSHOP

10. PENSION OBLIGATION BOND WORKSHOP

Request the City Council receive information on Pension Obligation Bonds and the CalPERS Unfunded Accrued Liability.

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

Presenter: Christina Holmes, Director of Finance



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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CURRENT BUSINESS

11. COMMUNITY SERVICES DEPARTMENT USER FEE UPDATE

Request the City Council receive and file the Community Services department user fee update.

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

Presenter: Robert Rhoades, Assistant Director of Community Services

FUTURE AGENDA

12. 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, May 13, 2026	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>
Wednesday, May 20, 2026	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>



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WEDNESDAY, MAY 06, 2026

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



AFFIDAVITS
OF
ITEM
POSTING – NONE



STAFF REPORT

May 06, 2026
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER

DEPARTMENT

Finance

RECOMMENDATION

Approval for City Council and Housing Successor Agency warrants issued between April 06, 2026 to April 26, 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	04/06/2026 to 04/26/2026
Total	\$10,310,313.08
Number of Warrants	587

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.



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COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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FLAG SALUTE

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

CALL TO ORDER

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

PROCLAMATION

Community Development Week

PRESENTATION

Police Department Restructure Presentation

CLOSED SESSION REPORT

None

ORAL COMMUNICATIONS

Stephen Wheeler – Requested the City Council be courageous.

Lupita and Jesus Vanuelos – Informed the City Council of the work Charros de Escondido does in the community.

Fernando Bernal – Informed the City Council of the work Charros de Escondido does in the community.



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COUNCIL MEETING MINUTES

Gregg Oliver – Expressed concern over a fundraising letter sent out by Mayor White.

Alejandro Sanchez – Expressed concern over sidewalk vending on Lincoln Avenue and North Fig Street.

CONSENT CALENDAR

Motion: Martinez Second: C. Garcia; 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 March 23, 2026 to March 29, 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. PL25-0333 – EMERGENCY OUT-OF-AGENCY SEWER SERVICE AGREEMENT AND ESTABLISHMENT OF RESIDENTIAL ESTATE PREZONING FOR 2417 HAAS STREET

Request the City Council adopt Resolution No. 2026-59, authorizing the Mayor to execute an emergency Out-of-Agency Sewer Service Agreement for an approximate 1.09-acre unincorporated property located at 2417 Haas Street (APN 239-330-66-00), and establishing prezoning for the property as Residential Estate (RE-40) in anticipation of a future annexation. (File Number 0600-10; A-3585)

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

Presenter: Robert Barry, AICP, Senior Planner

a) Resolution No. 2026-59

6. PL25-0131 – EMERGENCY OUT-OF-AGENCY SEWER SERVICE AGREEMENT AND ESTABLISHMENT OF RESIDENTIAL ESTATE PREZONING FOR 3216 NORTH BROADWAY

Request the City Council adopt Resolution No. 2026-58, authorizing the Mayor to execute an emergency Out-of-Agency Sewer Service Agreement for an approximate 1.23-acre unincorporated property located at 3216 North Broadway (APN 187-500-59-00), and establish



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COUNCIL MEETING MINUTES

prezoning for the property as Residential Estate (RE-40) in anticipation of future annexation. (File Number 0600-10; A-3586)

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

Presenter: Robert Barry, AICP, Senior Planner

a) Resolution No. 2026-58

7. PL24-0263 – OUT-OF-AGENCY SEWER SERVICE AGREEMENT AND ESTABLISHMENT OF RESIDENTIAL ESTATE PREZONING FOR 452 BEAR VALLEY PARKWAY

Request the City Council adopt Resolution No. 2026-57, authorizing the Mayor to execute an Out-of-Agency Sewer Service Agreement for an approximate 0.62-acre unincorporated property located at 452 Bear Valley Parkway (APN 239-060-05-00), and establishing prezoning for the property as Residential Estate (RE-20) in anticipation of a future annexation. (File Number 0600-10; A-3587)

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

Presenter: Robert Barry, AICP, Senior Planner

a) Resolution No. 2026-57

PUBLIC HEARINGS

8. PL26-0088: RESOLUTION NO. 2026-64 AUTHORIZING 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 revoking Street Improvements and Traffic Condition of Approval No. 5 specified in Exhibit “E” of Resolution No. 2024-183R approved by the City Council on December 4, 2024 subject to the following conditions: a) payment to the City of a one-time fee of \$50,000; and b) full and complete assignment to the City of previously approved traffic signal plans for the Rock Springs Road and Lincoln Avenue intersection. (File Number 0800-40)

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

Presenter: Kevin Snyder, AICP, Development Services Director



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COUNCIL MEETING MINUTES

a) Resolution No. 2026-64

Motion to continue the item to a future meeting: White; Second: Fitzgerald; Approved: 4-1 (C. Garcia – No)

9. PUBLIC HEARING TO CONSIDER A SECOND SUBSTANTIAL AMENDMENT TO THE 2025-2029 CONSOLIDATED PLAN AND 2025-2026 ANNUAL ACTION PLAN TO ALLOCATE HOME FUNDS TO VALLEY CREEK SENIOR APARTMENTS, AN AFFORDABLE HOUSING DEVELOPMENT PROJECT

Request the City Council of the City of Escondido conduct a public hearing and adopt Resolution No. 2026-50 amending the 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan to allocate HOME funds to Valley Creek Senior Apartments, an affordable housing development project. (File Number 0875-55)

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

Presenters: Danielle Lopez, Housing Manager and Norma Olquin, Management Analyst

a) Resolution No. 2026-50

Lisa Richards – Requested the HOME Funds not be allocated to this project

Laura Hunter – Requested the HOME Funds not be allocated to this project

Victoria Nayak – Requested the HOME Funds not be allocated to this project

Richard Cannon – Requested the HOME Funds be prioritized for rental assistance

CURRENT BUSINESS

10. PL26-0005 – THE GENERAL PLAN’S 2025 HOUSING ELEMENT ANNUAL PROGRESS REPORT

Request for the City Council to receive and file the 2025 calendar year (“CY”) annual progress report for the General Plan Housing Element (“Housing Element APR”). (File Number 0830-20)

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

Presenter: Pricila Roldan, Associate Planner



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COUNCIL MEETING MINUTES

11. ADOPTION OF A DONATION POLICY FOR REVIEWING GIFTS OFFERED TO THE CITY OF ESCONDIDO

Request the City Council adopt Resolution No. 2026-45 to approve the Donation Policy establishing a formal, Citywide framework for evaluating, accepting, declining, documenting, and acknowledging donations to the City of Escondido. (File Number 0150-20)

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

Presenter: Nicole Lindsay, Management Analyst

a) Resolution No. 2026-45

Motion to approve the Donation Policy with the inclusion of Council priorities, no anonymous donations, \$200,000 threshold requirement for Council approval, City Council notification of donations accepted at the City Manager threshold level, and public notification via the City’s website for donations received by the City: Martinez; Second: C. Garcia; Approved: 5-0

12. ANIMAL CONTROL SERVICES AGREEMENT OPTIONS

Request the City Council provide direction on the City’s current Animal Services Agreement with the San Diego Humane Society (SDHS) for animal control services. (File Number 0200-10)

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

Presenter: Ken Plunkett, Chief of Police

Item moved to April 15, 2026

13. DESIGNATION OF ENFORCEMENT AUTHORITY FOR THE ESCONDIDO CAMPAIGN CONTROL ORDINANCE

Request the City Council adopt Resolution No. 2026-46 designating Christina M. Cameron, Esq. and the law firm of Devaney Pate Morris & Cameron, LLP, as the enforcement authority for the Escondido Campaign Control Ordinance for the 2026 Municipal Election as required by Escondido Municipal Code Section 2-110.5(c). (File Number 0650-40)

Staff Recommendation: Approval (City Attorney’s Office: Michael McGuinness, City Attorney)

Presenter: Michael R. McGuinness, City Attorney

a) Resolution No. 2026-46



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COUNCIL MEETING MINUTES

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

FUTURE AGENDA

14. FUTURE AGENDA

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

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

C. Garcia / D. White – Staff exploration of a moratorium on Data Centers 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 8:00 p.m.

MAYOR

CITY CLERK



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COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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FLAG SALUTE

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CALL TO ORDER

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

PROCLAMATION

Lao, Thai, Cambodian New Year

PRESENTATIONS

Annual Volunteer Program Update

We See You San Diego (Non-Profit Organization) Presentation

Senate Bill 1383 - Statewide Mandatory Organic Waste Collection

WORKSHOP

1. MISSING MIDDLE HOUSING STRATEGY

Review and discussion of ideas, opportunities and challenges for the applicability of a Missing Middle Housing strategy for the City. (File Number 0680-87)

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



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COUNCIL MEETING MINUTES

Presenter: Kevin Snyder, AICP, Development Services Director

Laura Hunter – Requested the City Council require more inclusionary housing.

ORAL COMMUNICATIONS

Maria Wallace – Expressed concern regarding a recent fundraising letter sent by Mayor White.

CONSENT CALENDAR

Motion to approve Consent Calendar items 1-5, 8 (item 6 and item 7 pulled for discussion by the public): White; Second: Martinez; 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 March 30, 2026 to April 05, 2026.

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

3. **APPROVAL OF MINUTES: Regular meeting of April 1, 2026**

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

5. **LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT – THIRD AMENDMENT TO PUBLIC SERVICE AGREEMENT WITH MAKELELE SYSTEMS LANDSCAPE & MAINTENANCE, INC. FOR ZONES 1-38**

Request the City Council adopt Resolution No. 2026-34, authorizing the Mayor to execute a Public Services Agreement Third Amendment with Makelele Systems Landscape & Maintenance, Inc. the City of Escondido Landscape Maintenance Districts. (File Number 0600-10; A-3458-3)

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Development Services Director and Joe Goulart Director of Public Works)

Presenter: Jen Conway, Management Analyst II

a) Resolution No. 2026-34



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

6. PL26-0038: AUTHORIZATION REQUEST FOR A GENERAL PLAN AMENDMENT PROPOSED BY WARMINGTON RESIDENTIAL TO SUBMIT A PRIVATE DEVELOPMENT APPLICATION FOR PURPOSES OF CONSTRUCTING UP TO 126 MULTI-FAMILY DWELLING UNITS AT THE NORTHEAST CORNER OF MILLER AVENUE AND CITRACADO PARKWAY

Request the City Council consider adoption of Resolution No. 2026-55 authorizing City staff to intake and process a General Plan Amendment to amend the adopted 2012 General Plan to facilitate construction of up to 126 multi-family units on a site with an existing General Plan land use designation of Planned Office (PO). (File Number 0830-20)

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

Presenter: Ivan Flores, AICP, Principal Planner

a) Resolution No. 2026-55

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

7. PL26-0033: AUTHORIZATION REQUEST FOR A GENERAL PLAN AMENDMENT PROPOSED BY STORM PROPERTIES, INC. TO SUBMIT A PRIVATE DEVELOPMENT APPLICATION FOR CONSTRUCTING UP TO 82 MULTI-FAMILY DWELLING UNITS ON THE WEST SIDE OF MEYERS AVENUE

Request the City Council consider adoption of Resolution No. 2026-56 authorizing City staff to intake and process a General Plan Amendment to amend the adopted 2012 General Plan to facilitate construction of up to 82 multi-family units on a site with an existing General Plan land use designation of LI (Light Industrial). (File Number 0830-20)

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

Presenter: Ivan Flores, AICP, Principal Planner

a) Resolution No. 2026 -56

Motion: Fitzgerald; Second: C. Garcia; Approved: 3-2 (White, Martinez – No)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

8. DEEM DASH CONSTRUCTION COMPANY, INC. NONRESPONSIVE AND AUTHORIZE THE MAYOR, ON BEHALF OF THE CITY, TO EXECUTE A PUBLIC IMPROVEMENT AGREEMENT WITH SB GENERAL ENGINEERING, INC. FOR CONSTRUCTION OF THE WINDSOR GARDENS FENCE PROJECT

Request the City Council adopt Resolution No. 2026-60 (1) deeming Dash Construction Company, Inc. nonresponsive; (2) authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$922,200 with SB General Engineering, Inc. for construction of the Windsor Gardens Fence Project (“Project”); and (3) approve a budget adjustment in the amount of \$265,000 to fund the increased construction contract amount and contingency. (File Number 0600-10; A-3588)

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Director of Development Services and Jason Christman, Interim-City Engineer)

Presenter: Jason Christman, Interim-City Engineer

a) Resolution No. 2026-60

CURRENT BUSINESS

9. LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT (LMD) – INFORMATION REGARDING THE LANDSCAPE MAINTENANCE DISTRICT PROGRAM, HISTORY, AND PROP 218 LIMITATIONS

Request the City Council receive and file a presentation on the Landscape Maintenance Assessment District regarding history and reassessments. (File Number 0685-10)

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

Presenter: Jen Conway, Management Analyst II

Item moved to a later date by staff

10. CURRENT FISCAL YEAR CAPITAL IMPROVEMENT PROGRAM STATUS BRIEFING

Request for the City Council to receive and file the current fiscal year capital improvement status briefing. (File Number 1020-75)

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

Presenter: Jason Christman, Interim City Engineer



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COUNCIL MEETING MINUTES

No Council action on this item.

11. LIBRARY BOARD OF TRUSTEES APPOINTMENTS

Mayor White requests that the City Council ratify his appointments to the Library Board of Trustees as follows: (File Number 0120-10)

Maribel Cruz Reyes (Current Trustee; new term to expire March 31, 2029)

Francis Bova (Current Trustee; new term to expire March 31, 2029)

Carolyn Clemens (Former Trustee; new term to expire March 31, 2027)

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

Presenter: Zack Beck, City Clerk

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

12. 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)

Fitzgerlad / J. Garcia – Microtransit presentation

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

ADJOURNMENT

Mayor White adjourned the meeting at 8:15 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

May 6, 2026

File Number 0600-10; A-3515-2

SUBJECT

PL26-0112: FIRST AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH RICK ENGINEERING AND DEVELOPMENT CO.

DEPARTMENT

Planning Services, Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-80, approving the First Amendment to the Consulting Services Agreement with RICK Engineering and Development Co. in the amount of \$688,700 for on-call Planning and Engineering Services.

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

Presenter: Veronica Morones, Assistant Director of Development Services

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

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

FISCAL ANALYSIS

The First Amendment to the Consulting Services Agreement (“CSA”) with RICK Engineering and Development Co. (“Consultant”) (Exhibit “A” to Resolution No. 2026-80) is partially budgeted for in the Development Services Department’s adopted fiscal year (FY) 2025/26 budget. The remaining portion of the First Amendment would be funded partially by pass-through costs from project proponents, with the remaining not budgeted in the Development Services Department’s adopted budget. However, there are sufficient funds in the FY 2025/26 operating budget for this contract amendment and an approved Budget Request Form is attached to this staff report (Attachment “1”).

Due to the timing of this request, the First Amendment would extend the contract period through FY 2026/27. A portion of the First Amendment includes funds for the forthcoming FY 2026/27.

Below is a breakdown of funding for this First Amendment.

- FY 2025/26:



CITY of ESCONDIDO

STAFF REPORT

- \$50,000 – within Development Services Department’s FY 25/26 adopted budget;
- \$20,000 – pass through cost from project applicant (specifically for the Environmental Review of a private development project);
- \$160,000 – not budgeted within Development Services Department’s FY 25/26 adopted budget (specifically for development of Objective Design Standards).
- FY 2026/27:
 - \$458,700 – professional services costs for the Development Services Department’s anticipated FY 2026/27 year.
 - \$275,000 of the \$458,700 would be for purposes of planning on-call services;
 - \$183,700 of the \$458,700 (remaining amount) would be for purposes of engineering on-call services.

PREVIOUS ACTION

On June 26, 2024 the City Council approved a Consultant Services Agreement with the Consultant that included three one-year options to renew the agreement. On May 7, 2025, the City Council approved a Consultant Services Agreement with the Consultant in the amount of \$125,000, of which the full amount was designated for Planning on-call services. On June 30, 2025 the one-year agreement expired and subsequently on October 1, 2025, the City Council approved a Consultant Services Agreement (Attachment “2”) with the Consultant to extend staffing support services. This First Amendment is to the October 1, 2025 contract with the Consultant.

Direct links to the agenda packets and their minutes for both of these previous actions are provided below:

[June 26, 2024 City Council Agenda Packet](#) (Agenda Item No. 6), [Minutes](#)

[May 7, 2025 City Council Agenda Packet](#) (Agenda Item No. 6), [Minutes](#)

[October 1, 2025 City Council Agenda Packet](#) (Agenda Item No. 6), [Minutes](#)

BACKGROUND

The City of Escondido Development Services Department (“Department”) integrates all land development planning, engineering, and building decisions in one department to streamline services to the public and the construction industry. The Department has suffered with employee turnover and staffing shortages for several years and while Planning Services is stabilizing, there is still a need to augment the volume of current planning application reviews until the Department is fully staffed.

The original contract amount of \$200,000 that was set for the fiscal year will not be sufficient to support the level of review services in the Department through June 30, 2026. The fiscal year 2026 budgeted amount is \$250,000, and the \$200,000 contract amount was based on the anticipated contract needs for the fiscal year 2026 at the staffing levels anticipated at the time. However, during the fiscal year, an



CITY of ESCONDIDO

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unexpected vacancy at the front counter and a departure/vacancy of a principal planner (anticipated to be filled May 2026), impacted the anticipated budgeted amount. In order to allow services to go on uninterrupted, staff request allocation of the remaining \$50,000 of the budgeted amount for professional services to the contract through this First Amendment.

Additionally, staff recommend, in conjunction with the project applicant, leveraging the Consultant to review a draft Environmental Impact Report (EIR) for a private development project currently in review within the City. This review is anticipated to not exceed \$20,000 and the project applicant would bear the cost of this review. In order to allow services to occur as timely and efficiently as possible for the private development project, staff request the contract be amended to account for this service which would be a pass-through cost.

For compliance with the City’s adopted sixth cycle housing element, \$160,000 of the requested First Amendment would account for the Consultant’s support on a special project to develop objective design standards for residential development within the City.

The remaining balance of the First Amendment would cover the anticipated costs for the fiscal year 2026/27 for both planning and engineering on-call services. The First Amendment would extend the contract date through the next fiscal year.

It is in the best interest of the City to execute the First Amendment to the Consulting Agreement with Rick Engineering and Development Company for on-call planning and engineering services in the amount of \$688,700.

RESOLUTIONS

- a. Resolution No. 2026-80
- b. Resolution No. 2026-80 – Exhibit “A” – First Amendment to Consulting Services Agreement with RICK Engineering and Development Co.

ATTACHMENTS

- a. Attachment “1” – Budget Adjustment Form
- b. Attachment “2” – Consulting Agreement with RICK Engineering and Development Co.



BUDGET ADJUSTMENT REQUEST

Department:	Development Services	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Veronica Morones	
City Council Meeting Date: (attach staff report)	5/6/26	

EXPLANATION OF REQUEST

DSD has been directed to prioritize the development of Objective Design Standards, and to do such, consultant support is required. The request entails completing this endeavor by end of CY 2026, which is only feasible with consultant support.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Professional SVCS / contracts	Planning 5102	\$160,000.00	—

APPROVALS

	04/27/26		4/27/26
DEPARTMENT HEAD	DATE	FINANCE	DATE



CITY OF ESCONDIDO
CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Megan Crooks
760-839-4021
("CITY")

And: GLENN A. RICK ENGINEERING AND DEVELOPMENT CO.
a California corporation
dba Rick Engineering Company
5620 Friars Road
San Diego, CA 92110
Attn: Brooke Peterson
619-291-0707
("CONSULTANT").

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

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to provide on-call services in the areas of storm water plan review, planning entitlement application review, environmental document review and planning policy expertise; and

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

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

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

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

2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of **\$383,818**. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.
3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
7. Insurance Requirements.
 - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$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 CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

- (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- 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.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.
 - (7) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of

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

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

- c. *Verification of Coverage*. At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. 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 CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

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

- a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), 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 CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
- b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.

20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: 10 / 06 / 2025

Dane M. White
Dane White, Mayor

GLENN A. RICK ENGINEERING AND DEVELOPMENT CO.

Date: 10 / 03 / 2025

Brooke Peterson
Brooke Peterson, Principal

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

BY: *Elyse E. Dayrit*

DATE: 10 / 06 / 2025

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

ATTACHMENT "A"

Scope of Work

A. General

Glenn A. Rick Engineering and Development Co., a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to storm water plan review, planning entitlement application review, environmental document review and as-needed planning policy expertise.

B. Location

Consultant to provide services in relation to the City's Development Services Department's storm water plan review, planning discretionary review, and planning environmental and project expertise. It is anticipated that services will be provided at both Escondido City Hall located at 201 N. Broadway, Escondido, CA 92025, and various remote locations.

C. Services

Consultant 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 this Agreement (including this Scope of Work) and **Exhibit 1**, the terms of this Agreement shall prevail. Services shall include Engineering and Planning on-call services regarding storm water plan review, planning entitlement application review, environmental document review, and as-needed planning policy expertise.

1. Engineering On-Call Services

- a. Technical assistance for the review of Storm Water Quality Management Plans (SWQMP) for land development projects.
 - i. Services will be provided for up to two days per week with one being on-site and for up to 25 unique SWQMPs.
 - ii. All reviews shall confirm compliance with the Escondido Storm Water Design Manual and Municipal Separate Storm Sewer System (MS4) Permit.
 - iii. Typical reviews may consist of Minor, Standard, or Priority Development Projects (PDP), SWQMPs and Hydromodification Management Plans (HMPs).
- b. Project management and reporting (quality control) shall be provided up to 2 hours per month.

2. Planning On-Call Services

- a. Planning review for entitlement applications to include the following:
 - i. Project management of various entitlement applications (conditional use permits, plot plans, etc.);
 - ii. Review of environmental documents associated to the entitlement application;
 - iii. Review of post-entitlement plans (building, grading, landscaping, etc.) for compliance with conditions of approval;
 - iv. Preparation of staff reports; and
 - v. Other duties related to Planning Division activities.
- b. Environmental document review in support of staff-assigned entitlement applications or for larger environmental projects.
- c. Planning expertise as-needed to include, but not limited to; historical preservation, long range planning or cultural resources.

3. Planning Grant Project Services

- a. Planning project management toward the completion of the Safety and Environmental Justice Element policy and language updates to the General Plan;
- b. Project management shall meet the task deliverables and timelines as described in the final grant agreement and scope of work.

D. Scheduling

Consultant to schedule specific dates of work in advance by contacting the following staff members respective to the areas of work:

Storm Water Review, Leia Cabrera leia.cabrera@escondido.gov
 Planning Services, Veronica Morones Veronica.Morones@escondido.gov

Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price shall not exceed **\$383,818**; with \$166,680 assigned to Engineering on-call services, \$200,000 to Planning on-call services, and \$17,138 assigned to grant project services. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice. Consultant shall not bill the City for any transportation costs associated with travel to and from the project site.

F. Term

The term of this Agreement shall be for **one year**, commencing on the Effective Date of the Agreement.

G. Other

1. Consultant acknowledges that this Agreement is being entered into on an interim basis and shall only remain in effect while the City undertakes the filling of staff positions in its Planning Division necessary to meet entitlement application processing demands. As Planning Division staff positions become filled, Consultant may be requested to continue the review of assigned projects to completion while no new projects will be assigned.
2. The Parties acknowledge that Transnet Smart Growth Incentive Program (SGIP) Grant Funds, administered by the San Diego Association of Governments (SANDAG), will be used to fund all or a portion of this Agreement. As a sub-contractor of the CITY, the CONSULTANT shall comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives relating to such funds, including but not limited to all applicable provisions and requirements of the SGIP SANDAG Contract, which is attached hereto as **Exhibit 2** and incorporated herein by this reference

ATTACHMENT "B"
Personnel List

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

1. Brooke Peterson, AICP, Director of Planning and Design/Associate Principal
bpeterson@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
2. Brian Mooney, Principal
bmooney@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
3. Greg Mattson, AICP, Senior Planner II
gmattson@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
4. Shannon Baer, Senior Planner I
sbaer@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
5. Adam Mercieca, Associate Planner
amercieca@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
6. Julia Hill, Associate Planner
jhill@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
7. Sabrina Sessarego, Assistant Planner
ssessarego@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
8. Sydney Rankmore, Assistant Planner
srankmore@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
9. Sophia Johnson, Assistant Environmental Planner
sjohnson@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
10. Venkat Gummadi, Associate Principal
vgummadi@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
11. Sal Sanchez, Assistant project Engineer/Manager
ssanchez@rickengineering.com
Glenn A. Rick Engineering and Development Co.;

- 12. Jennifer Campos, Project Director
jcampos@reconenvironmental.com
RECON Environmental (Sub-Consultant);
- 13. Lori Spar, Environmental Project Manager
lspar@reconenvironmental.com
RECON Environmental (Sub-Consultant);
- 14. Nick Larkin, Senior Environmental Project Manager
nlarkin@reconenvironmental.com
RECON Environmental (Sub-Consultant);
- 15. Bronwyn Brown, Environmental Project Manager
bbrown@reconenvironmental.com
RECON Environmental (Sub-Consultant);
- 16. Cailin Lyons, Biology Director
clyons@reconenvironmental.com
RECON Environmental (Sub-Consultant);
- 17. Carmen Zepeda-Herman, Senior Archaeologist
czepeda@reconenvironmental.com
RECON Environmental (Sub-Consultant);
- 18. Jessica Fleming, Noise, Air Quality and GHG Specialist
jfleming@reconenvironmental.com
RECON Environmental (Sub-Consultant);
- 19. Frank McDermott, GIS/UAV Manager
fmcdermott@reconenvironmental.com
RECON Environmental (Sub-Consultant);

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

Acknowledged by:

Date: 10 / 03 / 2025



Brooke Peterson, Principal



PROPOSAL TO PROVIDE

ON-CALL DEVELOPMENT SERVICES

(RFP No. 23-18)

FOR THE CITY OF ESCONDIDO



Exhibit 1



5620 Friars Road, San Diego, CA 92110

WWW.RICKENGINEERING.COM

(619) 291-0707



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01 COVER LETTER

April 28, 2023

City of Escondido
201 N. Broadway
Escondido, CA 92025

Attn: Andrew Firestine, AICP, Director of Development Services



RE: Proposal to the City of Escondido for On-Call Development Services (RFP No. 23-18)

Dear Mr. Firestine and Selection Committee,

Rick Engineering Company (RICK) is excited to submit our proposal to the City of Escondido for On-Call Development Services. Our firm has been providing similar services to numerous public agencies throughout the San Diego region since 1955, including the City of Escondido. This long standing history, experience, and relationship has prompted our response to this Request for Proposal (RFP) by bringing our leadership and knowledge to the City of Escondido. RICK is a committed partner of the City, helping to meet the objectives of this Request for Proposal by supplementing staffing and plan check services for the development review processes, and providing timely, accurate and efficient review of applications at all phases of permitting.

Providing on-call development services requires a team who understands anticipated and unanticipated challenges of tasks that may arise due to the City's needs, shifting project priorities, and constant regulatory change. We have engaged RECON Environmental to be part of our team for this contract. Our recent work with numerous cities providing extension-of-staff services, our current work for Escondido as extension of staff and our work preparing the East Valley Specific Plan affords RICK an understanding of the City's important systems for review and management of private land development projects, staff reports and resolutions. The RICK Team is ready to meet these challenges with the experience, innovation, technical capability, resources, and knowledge to deliver successful programs, procedures, and projects. We have assembled a comprehensive team with impressive knowledge and demonstrated experience in land planning, permitting, and engineering services for the City of Escondido. The individuals on this team have been specifically selected because of their capabilities, experience, and local knowledge necessary to address any anticipated tasks that may arise under this contract.

Brooke Peterson, AICP, will be the Principal-in-Charge. She brings extensive experience with both private and public sector clients and has a proven track record in managing a full range of policy planning, entitlement planning, and land development projects. Brooke is particularly experienced with providing on-call, extension of staff services for multiple public agencies throughout southern California. This experience gives the City a knowledgeable, astute, and responsive management team leader as a resource for the various planning, engineering, and environmental services anticipated under this contract. Brooke is supported by a team of seasoned professionals including key personnel to act as project managers or task managers for planning, civil engineering, and transportation engineering respectively. As noted, **RECON Environmental** is a key member of our environmental team bringing in-depth knowledge and experience and providing additional strength to the RICK Team relating to environmental analysis and CEQA documentation.

We have read and understand the contents of the Request for Proposal and agree to comply with the requirements and conditions contained in the RFP and all the applicable Exhibits and Attachments. Should you have any immediate or additional questions, please feel free to contact me at **(619) 291-0707** or **bpeterson@rickengineering.com**.

Respectfully submitted,

Brooke Peterson, AICP
Principal-in-Charge

5620 Friars Road • San Diego, California 92110-2596 • (619) 291-0707 • www.rickengineering.com

SAN DIEGO RIVERSIDE ORANGE SACRAMENTO SAN LUIS OBISPO LAS VEGAS DENVER PHOENIX TUCSON

02 SUMMARY

Executive Summary

WHO WE ARE. RICK is an award winning, full-service, multi-disciplinary planning, design, and engineering firm that has served thousands of public and private sector clients across the West since our founding in 1955.

With over 400 employees, we offer a full range of services, from initial planning and visioning through concept development, final designs, and implementation strategies. Although we offer comprehensive services, we operate like a smaller firm, and as a result, we can respond rapidly with more creative solutions for clients, and with more personalized service. Our services include:

- On-Call Planning Services
- Comprehensive Planning
- Planning Entitlements
- Streetscape Design
- GIS Resources
- Zoning & Land Use Analysis
- Site Planning
- CEQA Compliance
- Urban Design
- Landscape Architecture
- Water Resources & Stormwater Compliance
- Community Engagement
- Transportation Planning
- Civil Engineering
- Economic Analysis
- Traffic Engineering
- Surveying & Mapping

OUR FOCUS. RICK's Planning + Design Division focuses on providing innovative land use planning, community design, and environmental solutions to public and private projects. Our award-winning group regularly leads planning and design projects and economic analysis assignments for towns, cities, and counties across the West. We focus on understanding the complexities of revitalization including the policy and regulatory environment, the built environment and public realm characteristics, and the vision and needs of the community. By working hand-in-hand with agencies and community stakeholders, RICK develops unique and creative solutions that when implemented achieve the desired goals of community revitalization.

Our professionals have degrees in City Planning, Urban Design, Landscape Architecture, Civil Engineering, Traffic Engineering, Environmental Studies, and Economics, and specialize in integrating the thinking of a wide range of professionals on our teams. Our work includes on-call Planning and Engineering Services, Zoning Ordinances, Specific Plans, Community Plans, General Plans, Park Plans, Infrastructure Plans, Service Area Plans, Entitlement Processing and associated environmental documents for numerous cities and counties in Southern California and southwestern United States.

ESTABLISHED IN
1955



RICK Engineering Company

5620 Friars Road
San Diego, CA 92110
(619) 291-0707

166+ Local Employees

THE RICK TEAM.

Brooke Peterson, AICP, will lead our team and serve as Principal-in-Charge overseeing the project and providing corporate commitment. Brooke will also serve as Project Manager and will be responsible for the day-to-day management of the RICK Team, serving as the direct point of contact for the City. She has local experience on similar projects, including previous project work with the City of Escondido staff, and has experience with on-call projects, including those with complex constraints and in environmentally sensitive areas. Supporting her is more than 160 San Diego-based, interdisciplinary RICK colleagues. Our diverse services allow us to quickly access information and collaborate in-house, yielding streamlined and expedited results for our clients.

RECON ENVIRONMENTAL.

RICK has engaged **RECON Environmental, Inc.** (RECON)

as a key member of our environmental team. RECON is a full-service environmental consulting firm with over 50 years of experience in southern California. They offer decades of experience in the environmental review process for large-scale developments, including master planned communities, commercial, industrial, and mixed-use projects. They additionally support public agencies in preparation of environmental documents in support of policy planning documents such as general plans, general plan amendments, community plan amendments, specific plans, and zoning ordinance amendments. RECON has a team of technical professionals including environmental planners, permitted biologists, registered archaeologists,

air quality and greenhouse gas specialists, habitat restoration specialists, and certified geographic information systems (GIS) specialists who bring quality experience and knowledge of the latest environmental processing requirements, including guidelines, thresholds, and case law updates. With five decades of continuous service, RECON has a solid reputation in the industry for providing high-quality and responsive service to public agencies throughout southern California.

OUR APPROACH TO ON-CALL CONTRACTS. RICK knows and understands the purpose and objectives of an on-call service contract. Throughout our company’s history, we have successfully performed a variety of Task Order services for on-call contracts for municipalities, government agencies, and academic institutions throughout California. We understand the importance of on-call contracts in supporting agency services, supplementing an agency’s staffing capacity, and helping ensure the agency meets its project processing goals and standards. This requires the on-call consultant to execute and deliver Task Orders to meet the agency’s goals, objectives, and schedule deadlines. On-call service contracts require effective coordination of multiple disciplines, as well as managing multiple Task Orders simultaneously. Our Task Order work plans are grounded in our experience recognizing the complexity of efforts necessary to work collaboratively with City staff. We work to understand the goals and objectives of each Task Order assignment, gather and assess data relating to the assignment. We then apply our knowledge and expertise to review and process planning applications, prepare a draft plan, text, or ordinance, and revise as necessary to gain approval and implementation of the plan, text, or ordinance in as simple terms as necessary. We will utilize our considerable experience with today’s best practices and contemporary planning and engineering techniques.

OUR ON-CALL EXPERIENCE. Our team has amassed a wealth of public agency knowledge and is extremely sensitive to the concerns agencies have regarding funding, critical project deadlines, and community response. In our work as consulting planners and engineers for public agencies, we view ourselves as an extension of the municipality’s staff. We have gained the knowledge to successfully act on a moment’s notice to address citizen concerns, provide guidance and expertise, and facilitate design services to meet critical funding allocation deadlines. We are experienced in, and understand, the process of preparing staff reports required for Governing board reviews and approval processing.

Select on-call contracts include:

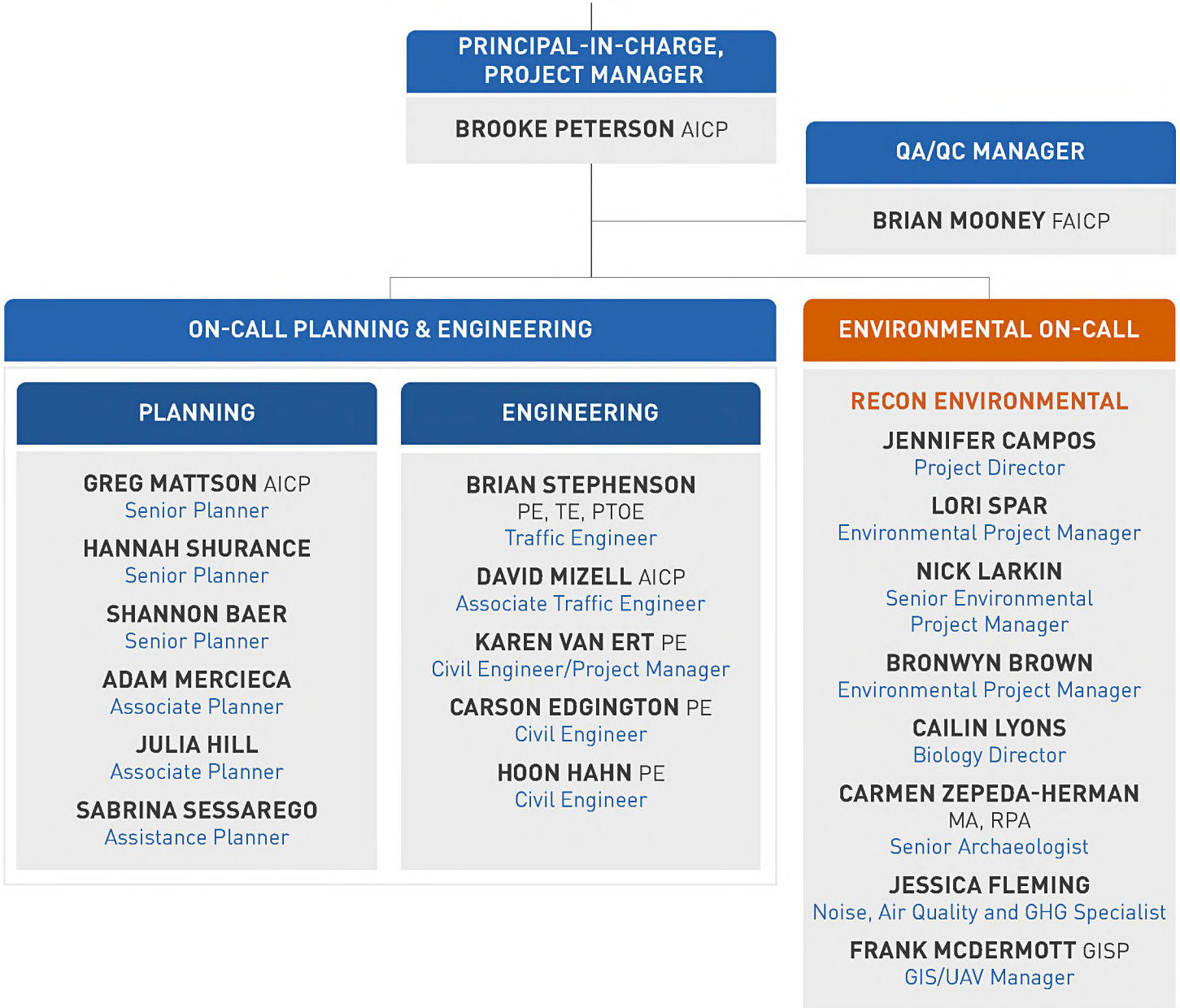
- City of Escondido On-Call Services
- County of San Diego Land Development On-Call
- County of San Diego Advanced Planning On-Call
- City of San Marcos Development Services On-Call
- City of Murrieta On-Call Traffic Engineering
- City of Murrieta On-Call Services
- City of Encinitas Plan Check and Traffic Study Reviews
- City of Santa Clarita As-Needed Staff Augmentation Services
- San Diego Unified Port District As-Needed Civil Engineering
- County of San Diego, As-Needed Civil Engineering Services for Watershed Structural Projects
- City of Lemon Grove On-Call Services

QUALIFICATIONS SUMMARY. RICK is well qualified to provide services for the City of Escondido. With our Project Manager located in our San Diego office, we are just a short drive to City Hall and project sites. Our office is located to serve the City and in-person meetings can occur on a moment’s notice if needed. We pride ourselves on responsiveness for which our client references would be happy to attest.



Team Organization

Our organization chart shown below reflects the proposed key personnel who will provide the services necessary for this contract. These team members are fully committed to the needs of the City. RICK and RECON have the depth of resources to provide redundancy on all named positions on the project team. This includes staff for both key design components and support positions. Additional staff are available at various levels and billing rates, if the need arises. If additional staff are needed, resumes will be submitted to the City before the work begins. The Project Manager for this contract will be **Brooke Peterson, AICP**. She will serve as oversight for all task orders. Individual Task Order leads/PMs will serve as the day-to-day contact for all assigned task orders.



03 QUALIFICATIONS AND EXPERIENCE

a. Firm Contact Information

Principal Office	Date Incorporated	Authorized Contract Negotiate
5620 Friars Road, San Diego, CA 92110	1955 68 years in Business	Brooke Peterson, AICP Principal-in-Charge

b. Qualifications and Experience of Key Personnel



YEARS

21

EDUCATION

MA, City and Regional Planning,
California State University,
San Diego

BA, Biology, Occidental College

Certificate in "Planning for
Effective Public Participation,"
International Association for
Public Participation

CREDENTIALS

American Institute of Certified
Planners (AICP), No. 152123

BROOKE PETERSON AICP

PRINCIPAL-IN-CHARGE, PROJECT MANAGER

Brooke Peterson is a Principal with RICK and is the Director of the Planning + Design Division. Brooke's career includes a wide range of long-range policy planning, development project planning, urban design, and environmental planning experience for both the public and private sectors. She has worked on general plans, community plans, corridor and specific plans, master plans, redevelopment, mixed-use and TOD development, regional energy plans, public health, urban greening, and public engagement. Brooke has expertise with land use-transportation integration, context-sensitive development, energy-efficient land use planning, stakeholder and public outreach with specific skill in facilitating issue resolution. Her comprehensive planning work has required close coordination with complex project teams, various staff, and decision makers on controversial issues and decisions. Brooke has also served as a direct extension of staff for numerous agencies to provide support in amending community plans, zoning ordinances, and design guidelines; managing consultants; and preparing findings and staff reports. As Director of the Planning + Design Division, her priority is to identify the key issues at an early stage, develop methodologies to adequately analyze those issues, integrate all key players in the issue resolution strategy, and ensure the highest standard of quality in staff's professionalism and deliverables.

REPRESENTATIVE PROJECTS INCLUDE:

**Advanced Planning & Land Development Review On-Call Services,
County of San Diego, San Diego, CA**

Planning As-Needed Services, City of San Diego, San Diego, CA

Planning/Development Services On-Call, City of San Marcos, San Marcos, CA

Planning As-Needed Services, City of Menifee, Menifee, CA

Adjunct Staff, City of Lemon Grove, Lemon Grove, CA



YEARS

45

EDUCATION

MA, Urban History,
University of San Diego

BA, Anthropology,
San Diego State University

CREDENTIALS

Certified Planner American
Institute of Certified Planners
College of Fellows (FAICP),
No. 010920

BRIAN MOONEY FAICP

QA/QC MANAGER

Brian Mooney has over 40 years of professional experience specializing in planning, public outreach, environmental analysis, research, and development of public policy. His extensive experience includes preparation, coordination, and completion of comprehensive urban and rural master plans for counties, cities, towns, transit oriented development master plans and sustainable design programs. His experience also includes leading the preparation of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents. His areas of expertise focus on his training and experience in understanding the complex physical, cultural, political, and legal issues of planning and developing communities. He believes in integrating stakeholders into the planning process and creating a strong sense of place through innovative designs that meet the long term needs of the community. He has been recognized with both regional and statewide awards by the American Planning Association (APA), the Association of Environmental Professionals (AEP), the American Institute of Architects (AIA), and local government agencies for numerous planning and environmental studies.

REPRESENTATIVE PROJECTS INCLUDE:

As-Needed Staff, County of San Diego, San Diego, CA

As-Needed Planning and Environmental Services, County of Imperial, Imperial, CA

Adjunct Staff, City of Lemon Grove, Lemon Grove, CA

Adjunct Staff, City of Murrieta, Murrieta, CA



YEARS

29

EDUCATION

BS, Landscape Architecture,
California State Polytechnic
University, Pomona

CREDENTIALS

American Institute of Certified
Planners, (AICP), No. 45317

GREG MATTSON AICP

SENIOR PLANNER

Greg Mattson is a Project Manager/Urban Planner with extensive experience in managing a wide range of projects, providing oversight to design staff, and fifteen years as a partner in a planning & civil engineering firm. As part of his management roles, he worked with and for public and private sector clients on numerous special studies, master plans, specific plans, implementation programs and environmental documents. Mr. Mattson is well versed in dealing with public/private clients and understands the challenges of state CEQA requirements for the preparation of initial studies, environmental documents, mitigation peer reviews and plans, as well as impacts to design and processing of planning entitlements.

REPRESENTATIVE PROJECTS INCLUDE:

Adjunct Staff Processing Discretionary Projects, City of Escondido, Escondido, CA

Advanced Planning & Land Development Review On-Call Services, County of San Diego, San Diego, CA

Extension of Staff, City of San Marcos, San Marcos, CA

Adjunct Staff for a 900-unit Multi-Family Apartment Complex, City of Murrieta, Murrieta, CA

Adjunct Staff and Zoning Counter Assistance, City of Lemon Grove, Lemon Grove, CA



HANNAH SHURANCE

SENIOR PLANNER

Hannah Shurance is a Senior Planner with RICK's Planning + Design Division. Hannah has experience with various land use and planning projects in Southern California and Arizona, working for both government and private sector clients. Hannah's projects range from plan updates, specific plan amendments and rezoning's to due diligence, feasibility studies and various other entitlement projects. Hannah also has experience working on master planned communities as well as prepared development plans that require public participation across different jurisdictions. She is regularly involved in public meetings to discuss projects with various stakeholders to achieve projects that respond to physical and environmental constraints, policies and other factors. Hannah also frequently contributes to the creation of graphics and exhibits for a wide range of planning projects to assist in making presentations at public meetings.

REPRESENTATIVE PROJECTS INCLUDE:

City of Escondido Adjunct Staff Processing Discretionary Projects, Escondido, CA

County of San Diego Advanced Planning & Land Development Review On-Call Services, San Diego, CA

San Marcos Extension of Staff, San Marcos, CA

YEARS

7

EDUCATION

MS, Planning,
The University of Arizona

BS, Sustainable Built
Environments,
The University of Arizona



SHANNON BAER

SENIOR PLANNER

Shannon Baer is an Senior Planner with RICK's Planning + Design Division and has experience in environmental planning, policy planning, long-range planning, and coastal planning for both public and private clients. She has been heavily involved in various land use and planning projects in Southern California, which range from processing coastal development permits, to preparing general plans and specific plans. Shannon has also worked on climate resiliency planning, local coastal plans, and public engagement. Prior to her policy and coastal planning experience, Shannon predominantly did environmental planning, guiding development projects through the California Environmental Quality Act (CEQA) process in the San Diego area. Her comprehensive planning work has required close coordination with clients, technical specialist, stakeholders, and internal support staff. She has been the main author of specific plans, local coastal programs, general plans, and implementation plans. In addition, she also frequently contributes to the creation of graphics and exhibits for a wide range of planning projects.

REPRESENTATIVE PROJECTS INCLUDE:

Advanced Planning & Land Development Review On-Call Services, County of San Diego, San Diego, CA

On-Call Coastal Services, Mira Costa Community College District, Encinitas, CA

Long Range Planning Consultant Services, San Diego Unified Port District, CA

Lithium Valley Specific Plan, County of Imperial, Imperial Valley, CA

YEARS

7

EDUCATION

BA, Urban and Regional Planning,
Sonoma State University



YEARS

7

EDUCATION

BS, (Honors), Environmental and Regional Planning, Massey University, New Zealand

ADAM MERCIECA

ASSOCIATE PLANNER

Adam Mercieca is an Associate Planner with RICK's Planning + Design Division. A recent hire, Adam brings valued international experience from New Zealand and Australia to the RICK team. Prior to working for RICK, Adam worked in large multi-national professional services firms contracting to both government and private-sector clients in the southern hemisphere. He has a depth of knowledge in infrastructure permitting, discretionary environmental assessments, land development, and cultural engagement processes. He has experience working on plan amendments, zoning applications, feasibility studies, and development plans that require public engagement.

His primary focus is facilitating economic and social growth within the constraints of sustainable environmental management through integrated development. Additionally, he has a strong grounding in business case development.

REPRESENTATIVE PROJECTS INCLUDE:

Advanced Planning & Land Development Review On-Call Services, County of San Diego, San Diego, CA

El Camino Real Specific Plan, City of Encinitas, Encinitas, CA

General Plan Update, City of Vista, Vista, CA



YEARS

10

EDUCATION

BS, City and Regional Planning, California Polytechnic State University School of Architecture and Environmental Design

JULIA HILL

ASSOCIATE PLANNER

Julia is an Associate Planner with RICK's Planning + Design Division. She has over a decade of experience in the land planning industry and is involved with several professional organizations. Her experience has made her a technical and graphic expert in drafting grading plans and technical maps, exhibits, and composite rendered overlays. She is well-versed in assessing regulatory documents, including general plans, zoning ordinances, and specific area plans, and creating accurate base maps in coordination with technical partners. Julia is also an expert in AutoCAD, Adobe Suite, and GIS software.

REPRESENTATIVE PROJECTS INCLUDE:

Advanced Planning & Land Development Review On-Call Services, County of San Diego, San Diego, CA

Palomar Heights, Integral Communities, Escondido, CA

General Plan Update, City of Vista, Vista, CA

Nakano Specific Plan, Planned Development Permit, and Annexation, Cities of Chula Vista and San Diego, CA



YEARS

4

EDUCATION

MS, Environmental Sciences and Policy, Johns Hopkins University

BS, Environmental Sciences, San Diego State University

SABRINA SESSAREGO

ASSISTANT PLANNER

Sabrina is an Assistant Community Planner for RICK. She has three years of experience demonstrating the utility, opportunity, and value of developing Geographic Information Systems (GIS) to support project data reconciliation, analysis, and management. She specializes in geospatial analysis, map production and is a power user of the Esri ArcGIS technology stack and Adobe Creative Suite.

In her previous role, Sabrina served as lead proposal coordinator and secured contracts in excess of \$3 million for the performance and delivery of GIS consulting services. In addition to leading the company's marketing efforts, Sabrina also performed all GIS work ahead of contract to demonstrate the value of digital mapping applications such as web maps, project dashboards and 3D web scenes. She continues to leverage her GIS knowledge to support RICK's Planning and Design Division on projects nationwide.

REPRESENTATIVE PROJECTS INCLUDE:

Mira Mesa Community Plan Update, City of San Diego Planning Department, San Diego, CA

Service Area Plan Update, City of El Centro, El Centro, CA

Service Area Plan Update, City of Brawley, Brawley, CA

Lithium Valley Specific Plan, County of Imperial, Imperial Valley, CA



YEARS

25

EDUCATION

BS, Civil Engineering, University of New York, Buffalo

CREDENTIALS

Registered Professional Engineer in CA, No. 69471

TE, CA No. 2419

PTOE, No. 2169

BRIAN STEPHENSON PE, TE, PTOE

TRAFFIC ENGINEER

Brian Stephenson is a California-licensed Professional Engineer, Traffic Engineer, and Nationally Certified Professional Traffic Operations Engineer. As an Associate Principal at RICK, he manages a team that provides a variety of traffic engineering services, including the preparation and review of traffic impact studies, signal plans, signal interconnect plans, signing and striping plans, optimized network timing plans, accident analyses, and traffic control plans. With 23 years of experience managing traffic engineering projects, Brian is well-versed in municipal traffic engineering.

REPRESENTATIVE PROJECTS INCLUDE:

Consultant Traffic Engineer, City of Murrieta, Murrieta, CA

As-Needed Traffic Engineering Services, City of San Bernardino, CA

On-Call Traffic Engineering Services, City of Rialto, CA

Traffic Engineering Plan Checking – Murrieta, Ontario, Lake Elsinore, Placentia, CA

Intersection Safety Studies, City of Sacramento, Sacramento, CA

**YEARS**

21

EDUCATION

BA, Geography with Emphasis in Urban Planning, San Diego State University

CREDENTIALS

American Institute of Certified Planners (AICP) No. 21447

DAVID MIZELL AICP

ASSOCIATE TRAFFIC ENGINEER

David Mizell has 21 years of experience in preparing transportation planning studies throughout both Southern and Northern California, which includes over 12 years of project management experience. In this time, he has prepared environmental traffic impact studies, corridor and mobility studies, parking studies, and multi-modal analysis studies. Additionally, David regularly provides technical peer review of traffic studies. He has extensive experience attending Planning Commission and City Council meetings and providing technical support during the public review and public hearing processes. He coordinates with staff and consultants in various disciplines to meet client schedule and budget needs. He has been responsible for managing and preparing traffic impact studies for a variety of private developments as well as public facilities improvement projects.

REPRESENTATIVE PROJECTS INCLUDE:

On-Call Traffic Engineering Services, City of Menifee, Menifee, CA

On-Call Traffic Engineering Services, City of Encinitas, Encinitas, CA

On-Call Traffic Engineering Services, City of San Jacinto, San Jacinto, CA

On-Call Traffic Engineering Services, City of Carlsbad, Carlsbad, CA

**YEARS**

29

EDUCATION

BS, Civil Engineering, San Diego State University

CREDENTIALS

Professional Engineer (PE) in CA, No. 56991

KAREN VAN ERT PE

CIVIL ENGINEER/PROJECT MANAGER

Karen Van Ert is an Associate Principal at RICK. Along with supervising a team of drafters and designers, Karen is experienced in the design of streets, grading, drainage systems, and underground improvements associated with single and multi-family residential and commercial projects.

Karen has managed numerous public facility projects from the preparation of PS&E to construction support.

REPRESENTATIVE PROJECTS INCLUDE:

As-Needed Engineering Services, City of Santee, Santee, CA

On-Call Engineering Services, San Diego Unified Port District, San Diego, CA

On-Call Engineering Services, County of San Diego, San Diego, CA

CARSON EDGINGTON PE

CIVIL ENGINEER

**YEARS**

27

EDUCATIONBS, General Engineering,
Idaho State University**CREDENTIALS**Professional Engineer in CA,
No. 76519

Carson Edgington is an Associate Principal in RICK's San Diego office. He manages a design team of engineers, designers, and drafters for an array of land development and public works projects including grading, surface improvements, transportation, drainage, and sub-surface utilities. Carson has extensive experience in preparing grading, drainage, and alignment studies, as well as final engineering documents. He has also worked closely with local agencies throughout the counties of San Diego and Riverside to process and facilitate plan approvals.

REPRESENTATIVE PROJECTS INCLUDE:

As-Needed Engineering Contract (No. 522162 & 55433), County of San Diego, San Diego, CA

On-call Engineering Services, City of Menifee, Menifee, CA

On-call Engineering Services, City of Lemon Grove, Lemon Grove, CA

HOON HAHN PE

CIVIL ENGINEER

**YEARS**

29

EDUCATIONBS, Civil Engineering, University
of California, Los Angeles**CREDENTIALS**Registered Civil Engineer in CA,
No. 60003

Hoon Hahn serves as Office Manager in RICK's Santa Clarita office. Work assignments consist of managing design teams performing preliminary design and preparation of plans, specifications and estimates (PS&E) for streets, highways, as well as general land development projects.

Throughout his nearly 29 years of experience working for public agencies, he has delivered and have been involved with many capital projects throughout several agencies, such as City of Santa Clarita, City of La Canada Flintridge, City of Oxnard, City of Pasadena, and City of Burbank. Of the 29 years of experience, he has over 10 years of experience plan checking, preparing conditions of approval, and development agreement for land development projects for the City of Santa Clarita and 3 years with City of Paso Robles.

Hoon's 10 years of experience, working for City of Santa Clarita, has allowed him to gain intimate knowledge of City of Santa Clarita's plan submittal process, He understands the City's plan submittal checklist, plan check fee calculation and plan review checklist. He is responsible for quality control and assurance, project scheduling, budget tracking, and client relations.

REPRESENTATIVE PROJECTS INCLUDE:

On-Call Engineering Services, City of Santa Clarita, Santa Clarita, CA

City Staff, City of Santa Clarita, Santa Clarita, CA *

City Staff, City of Oxnard, Oxnard, CA *

City Staff, City of Burbank, Burbank, CA *

* Work prior to RICK Engineering



JENNIFER CAMPOS

PROJECT DIRECTOR

Jennifer Campos serves as a RECON Environmental Project Director for CEQA compliance. She leads a team of environmental planners, archaeologists, biologists, noise, and air quality specialists to ensure successful completion of environmental processing requirements for both public agencies and private clients. With over 20 years of experience in the environmental field, Jennifer brings a strong planning background and understanding of the latest planning initiatives in the areas of housing, transit-oriented development, mobility hubs, active transportation, and smart growth initiatives. Her planning background ensures careful consideration of key policy documents and their role in framing the environmental analysis. She successfully guides clients and facilitates preparation of quality environmental documents for a variety of public agencies and most recently led the environmental effort for the City's Complete Communities effort. Jennifer has worked with both the public and private sectors and has an exceptionally wide range of expertise including managing the preparation of environmental and planning documents for projects in the southern and central coast regions of California.

REPRESENTATIVE PROJECTS INCLUDE:

As-Needed Environmental Planning Services, City of San Diego Planning Department, San Diego, CA

Organic Materials Ordinance Update MND, County of San Diego Planning and Development Services, San Diego County, CA

Escondido Victory Industrial Park, Escondido, CA

YEARS

20

EDUCATION

M.S. International Agricultural Development, University of California, Davis

B.A. Geography, University of California, Berkeley

CREDENTIALS

County of San Diego Approved CEQA Consultants List; Agricultural Resources and EIR Preparer



LORI SPAR

ENVIRONMENTAL PROGRAM MANAGER

Lori Spar is an environmental program manager with a broad history of experience in project management, environmental planning and analysis, and environmental litigation. Her work in the legal community allows her to provide valuable insights on land use requirements and procedures. She has performed varying tasks, from processing and planning of complex projects and CEQA/NEPA document preparation and review.

Lori's experience preparing environmental documents for both private development and long-range planning initiatives in the San Diego area has provided her with the local knowledge required to effectively prepare legally defensible and high-quality environmental documents for complex and high-profile projects. She has managed large-scale and controversial projects requiring general plan and community plan amendments, rezones, and implementation of housing element programs.

REPRESENTATIVE PROJECTS INCLUDE:

2021 - 2029 6th Cycle Housing Element Rezone Program Implementation PEIR, City of Santee, Santee, CA

Blueprint San Diego Program EIR, San Diego, CA

As-Needed Environmental Consulting Services, City of Del Mar, Del Mar, CA

YEARS

22

EDUCATION

L.L.M. Environmental Law, University of San Diego

J.D. Benjamin Cardozo School of Law

B.A. Political Science, State University of New York, Binghamton

CREDENTIALS

County of San Diego Approved CEQA Consultants List; EIR Preparer

RECON

**YEARS**

20

EDUCATION

M.A. Urban Planning, University of California Los Angeles

B.A. Urban Studies and Planning, University of California San Diego

CREDENTIALS

County of San Diego Approved CEQA Consultants List; Agricultural Resources and EIR Preparer

NICK LARKIN

SENIOR ENVIRONMENTAL PROJECT MANAGER

Nick Larkin is a senior project manager who leads large, interdisciplinary consultant teams in the process of gaining entitlement and environmental compliance approvals, including CEQA/NEPA compliance, for a variety of regulatory programs and infrastructure projects. His expertise includes preparation of EIRs and Mitigated Negative Declarations for CEQA, and preparation of EISs and Environmental Assessments for NEPA, for infrastructure, public works, airports, roadway improvements, and energy projects. He has served as project manager on major EIR documents for complex and high-profile projects in southern California, providing close coordination with clients and team members, participation in project scoping meetings and hearings, ensuring compliance with project budgets and schedules, and providing quality control. He is experienced with managing and preparing programmatic environmental documents supporting planning efforts for various jurisdictions.

REPRESENTATIVE PROJECTS INCLUDE:

County of San Diego Adjunct Staff, San Diego County, CA

Lantern Crest Ridge II Mitigated Negative Declaration, Santee, CA

Rancho Springs Medical Center Expansion Project, Murrieta, CA

**YEARS**

14

EDUCATION

Bachelor of Planning, University of Auckland, New Zealand

BRONWYN BROWN

ENVIRONMENTAL PROJECT MANAGER

Bronwyn Brown serves as a RECON project manager. With over 14 years of experience in the environmental and planning field including managing complex and controversial projects, Bronwyn successfully guides clients and facilitates preparation of quality environmental and planning documents for a variety of projects. As a former planning manager with the County of San Diego, she has experience managing entitlements for both the public and private sector. Bronwyn has an exceptionally wide range of expertise including managing the preparation of environmental and planning documents for projects in the County of San Diego, City of San Diego, and other local agencies. Bronwyn additionally has a full range of experience with large-scale projects including mixed-use, commercial, renewable energy and residential developments, public facilities, and infrastructure.

REPRESENTATIVE PROJECTS INCLUDE:

Nakano Property Program EIR, Tri Pointe Homes, San Diego and Chula Vista, CA

Quarry Road Self-Storage and RV Parking Facility Project, San Diego County, CA

Providence Christian College, San Diego County, CA

RECON



CAILIN LYONS

BIOLOGY DIRECTOR

Cailin Lyons serves as Director of RECON's biology group. She leads a team of biologists and environmental scientists to ensure successful completion of both public and private projects. Cailin has extensive experience in the implementation of Natural Communities Conservation Plans (NCCPs) throughout southern California and has served as a technical reviewer for multiple jurisdictions to ensure compliance with the state and federal endangered species acts. With this experience, she ensures that regulatory requirements related to biological resources are considered during the initial phases of project planning. She also has extensive experience in the preparation and implementation of natural resources management plans and has served as the biological lead on many of RECON's preserve management contracts. Throughout her career, she has led numerous field surveys for special-status resources including coastal California gnatcatcher, least Bell's vireo, western burrowing owl, rare plants, vernal pools and other sensitive resources.

REPRESENTATIVE PROJECTS INCLUDE:

Otay Ranch Preserve Habitat Management, City of Chula Vista/County of San Diego, Chula Vista, CA

Otay Lakes RV and Boat Parking, San Diego County, CA

As-Needed Environmental Services Contract, City of San Diego Public Utilities Department, San Diego, CA

ADDITIONAL CERTIFICATIONS:

OSHA 10-Hour Training Course in Construction Safety and Health,
USFWS Permit TE-797665 for Coastal California Gnatcatcher

YEARS

15

EDUCATION

Graduate Certificate in International Development & Environmental Policy, Harvard University

M.L.A. Extension Studies - Sustainability & Environmental Management, Harvard University

B.S. Environmental Management and Protection, Minor, Land Rehabilitation, California Polytechnic State University



CARMEN ZEPEDA-HERMAN

SENIOR ARCHAEOLOGIST

As RECON's Senior Archaeologist, Carmen Zepeda-Herman is responsible for leading and conducting field surveys, test excavations, data recovery excavations, and construction monitoring for cultural resource studies. She conducts background research, site records maintenance, and assembles crews for completion of projects with extensive experience in the southern California desert regions. Carmen regularly works with a range of regulatory and assessment frameworks including the National Historic Preservation Act, National Register of Historic Places, California Register of Historic Resources, and CEQA. She is certified by the Register of Professional Archaeologists (RPA) and meets the Secretary of the Interior's Professional Qualification Standards for Archaeology (36 CFR Part 61).

REPRESENTATIVE PROJECTS INCLUDE:

IDIQ Miscellaneous Environmental Services for Civil Works Projects, USACE Los Angeles District, DACW-09-02-D-0023

County of San Diego Department of Public Works, As-Needed Environmental Services, San Diego, CA

County of San Diego, Department of General Services, As-Needed Environmental Services, San Diego County, CA

Northeast Gateway 64 Project, Escondido, CA

ADDITIONAL CERTIFICATIONS:

City of San Diego Qualified Archaeological Principal Investigator,
Orange County Certified Consultants List Archaeologist,
County of Riverside Cultural Resources Consultants List

YEARS

22

EDUCATION

M.A. Anthropology, San Diego State University

B.A. Anthropology, University of California, Berkeley

CREDENTIALS

Registered Professional Archaeologist, No. 15119

California BLM Cultural Resource Use Permit CA-22-28

California Department of Transportation, PQS Equivalent, Principal Investigator in Prehistoric Archaeology



JESSICA FLEMING

NOISE, AIR QUALITY AND GHG SPECIALIST

Jessica Fleming is a senior noise, air quality, and greenhouse gas (GHG) specialist whose responsibilities include conducting acoustical, air quality, and GHG technical studies that require ambient conditions identification, dispersion and emission models, and preparation and processing of reports. Jessica is proficient with various air quality and noise models including SoundPLAN, FHWA TNM, CalEEMod, URBEMIS, EMFAC, CalRoads, CREATE, AERMOD, and the Environmental Protection Agency's AP42 methodologies. She has extensive knowledge of environmental regulations related to noise, air quality, and greenhouse gases.

REPRESENTATIVE PROJECTS INCLUDE:

Jehovah's Witness Assembly Hall Annex Specific Plan, Escondido, CA

Air Quality Review and Analysis Services, County of Riverside, Riverside County, CA

On-Call Third-Party Technical Review, Chula Vista, CA

Escondido Industrial Park Addendum, Escondido, CA

Centre City Shopping Center, Escondido, CA

YEARS

17

EDUCATION

B.S. Mathematics, University of Santa Barbara

CREDENTIALS

County of San Diego Approved CEQA Consultants List; Air Quality and Noise

OSHA 10-Hour Training Course in Construction Safety and Health



FRANK MCDERMOTT GISP

GIS/UAV MANAGER

Frank McDermott is RECON's GIS/UAV Manager with experience in vector, raster, 3D, image and spatial analysis using the latest industry leading software including ArcGIS Desktop, ArcGIS Pro, Pix4D, ArcGIS Online, Collector for ArcGIS, and Survey123. He works with biologists, archaeologists, and environmental analysts to compile, analyze, and synthesize data from various sources, including UAV (drones), GPS and tablet-based field data collection technology and data created through digitizing and other secondary sources. He also has extensive experience building custom geodatabases to fit specific project needs.

REPRESENTATIVE PROJECTS INCLUDE:

GIS/UAV Manager, Secondary Fence Replacement Environmental Stewardship Plan, San Diego Sector, CA

GIS/UAV Manager, San Diego Primary Fence Replacement Restoration and Environmental Monitoring, San Diego, CA

GIS/UAV Manager, As-Needed Environmental Services for Non-Federally Funded Projects, County of San Diego, CA

YEARS

24

EDUCATION

B.S. Environmental Planning and Design, Rutgers University

CREDENTIALS

Geographic Information Systems Professional, No. 59274

FAA Part 107 Remote Pilot Certification with Small UAS Rating, No. 3937655

c. Firm Distinguishes

"Why Should the City of Escondido Engage with the RICK Team?"

- ✓ **Long Standing History** - RICK Engineering is a qualified and experienced partner for the City of Escondido, committed to working collaboratively with City staff to best serve the needs of the rapidly expanding community. With a long-standing history of successful collaborations with Escondido and neighboring communities such as Vista, Carlsbad, Oceanside, Fallbrook, San Marcos, and other municipalities throughout San Diego, RICK brings valuable expertise and insight to the table.
- ✓ **Familiarity with the City's Processes and Chain of Command** - Since we are currently working together and have worked together in the past, this allows us to access the right people and information quickly and accurately. Our team is proficient in using the City's preferred software systems, CityWorks, ProjectDox, OnBase, and City submittal portal coordination, and has extensive experience with digital documentation. Our proposed team of planners, engineers, and environmental specialists will serve as a liaison between the City and applicants to ensure compliance with City regulations.
- ✓ **On-Call Environmental Consulting Services** - RICK has brought in our long-standing environmental partners, RECON, to prepare or peer-review historical environmental documents and technical studies in compliance with NEPA standards. Our team is familiar with the City's digital plan review software to provide plan review comments. With decades of experience providing plan review services for clients throughout Southern California, our team has the expertise to confirm completeness and conformance with our plan review checks, providing the City peace of mind.
- ✓ **Smooth and Collaborative Partnerships** - Throughout the process, RICK will continuously check with various City agencies, building on our longstanding relationships to facilitate a smooth and collaborative partnership. As an extension of the City's staff, with the mutual goal of **providing a safe, clean, and efficiently run community.***

d. Relevant Projects

The following section details the RICK Team's experience on projects similar in size and scope to those anticipated on this On-Call Development Services contract.

	Client/Project Name	Client Contact	Services Provided
i.	City of Escondido, On-Call Services 2022-Ongoing	Adam Finestone , City Planner (760) 839-6203 afinestone@escondido.org 201 North Broadway, Escondido, CA 92025	Project Management, Plan Check for Wide Range of Development Projects, Staff Reports, Resolutions and Findings for Hearings
ii.	County of San Diego, Advanced Planning and Land Development On-Call 2016-Ongoing	Don Chase , Planning Manager (858) 495-5199 donald.chase@sdcounty.ca.gov 5510 Overland Ave., San Diego, CA 92123	Project Management, Long Range Planning, Ordinances, Economic Analysis, Project Review/Plan Check, EIR Preparation and Processing, Review of Traffic Studies
iii.	City of San Marcos, Development Services On-Call 2018-Ongoing	Joseph Farace , Planning Manager (760) 744-1050 x3248 jfarace@san-marcos.net 1 Civic Center Drive, San Marcos, CA 92069	Project Review and Processing, Ordinances/Zoning Code Revisions, Permit Streamlining
iv.	City of Murrieta, On-Call Planning Services 2022-Ongoing	Jarrett Ramaiya , Deputy Director (951) 461-6069 jramaiya@MurrietaCA.gov One Town Square, Murrieta, CA 92562	Project Management, Project Review and Processing, Preparation of Staff Reports, Resolutions and Findings
v.	City of Murrieta, On-Call Traffic Engineering 2004-Ongoing	Bob Moehling , Public Works Director (951) 461-6036 bmoehling@MurrietaCA.gov One Town Square, Murrieta, CA 92562	Review of Traffic Studies, EIR Traffic Analysis, Traffic Signal Plans, Signing and Striping Plans, Traffic Control Plans

vi.	County of San Diego, As-Needed Traffic Engineering 2018-Ongoing	Jim Bolz , Project Manager (858) 694-2830 jams.bolz@sdcounty.ca.gov 5510 Overland Ave., San Diego, CA 92123	Drainage Improvements, Street Extensions, Roadway Improvements
vii.	City of Encinitas, Plan Check and Traffic Study Reviews 2023-2023	Abraham Bandegan , City Traffic Engineer (760) 633-2705 abandegan@encinitasca.gov 505 S. Vulcan Avenue, Encinitas, CA 92024	Plan Check, Traffic Study Reviews
viii.	City of Santa Clarita, As-Needed Staff Augmentation Services 2023-Ongoing	Damon Letz , City Engineer (661) 255-4942 dletz@santa-clarita.com 23920 Valencia Blvd., Ste. 300 Santa Clarita CA 91355	Project Management, Plan Check, Construction Observation
ix.	San Diego Unified Port District, As-Needed Civil Engineering 2012-Ongoing	Mark McIntire , Capital Project Manager II (619) 686-6084 (cell) mmcintir@portofsandiego.org 3165 Pacific Highway, San Diego, CA 92101	Civil Engineering, Landscape Architecture, Traffic Engineering, Surveying, Plan Checking, Utility Coordination, SWPPP, Stakeholder Coordination
x.	County of San Diego, As-Needed Civil Engineering Services for Watershed Structural Projects 2018-Ongoing	René Vidales , PE, ENV SP, Project Manager (858) 694-3246 Rene.Vidales@sdcounty.ca.gov 1600 Pacific Highway, Rm 166, San Diego, CA 92101	Preparing Construction Documents for Roadway, Water Quality and Stormwater Conveyance, Peer Review, Construction Estimates

e. Maximum Proposed Turnaround Time

Although the schedule for individual projects will be dependent on project-specific requirements, RICK has long history of meeting, and in many cases, expediting project schedules to meet pressing demands. Project schedules will be discussed with the City during initial informational and scoping meetings and RICK will develop a strategy for meeting the schedule and key milestones.

ii. On-Call Staffing in Support of Planning or Engineering Land Development Functions

Planning and Engineering	
Task	Timeline
First Review: Plan Review of Planning Applications	10-15 working days
Subsequent Reviews	5-10 working days
First Review: Landscape Plan	10-12 working days
Subsequent Landscape Plan Reviews	5 working days
First Review: Street improvement plans, grading plans, drainage studies, storm water quality management plans	3 weeks
Subsequent Reviews	1-2 weeks
First Review: Final map for a residential subdivision of 25-lots or fewer or 10,000 square feet commercial project	4 weeks
Subsequent Reviews	2 weeks

Review of Traffic Impact Analysis/VMT Analysis (Typical)	
Task	Timeline
1st Submittal	10 working days
2nd Submittal	5 working days
3rd Submittal	2 working days
Preparation of COA's	5 working days

Review of Traffic Signal Plan (Typical)	
Task	Timeline
1st Submittal	10 working days
2nd Submittal	5 working days
3rd Submittal	2 working days
Mylar Submittal	2 working days

iii. On-Call Environmental Consulting Services Technical Studies:

ESTIMATED SCHEDULE- TECHNICAL STUDIES	
Task	Timeline
Contract Execution	
Kickoff meeting and gather project information needed for technical report preparation.	1 month

Attachment "2"

Item 5.

Technical Surveys and Reports completed and submitted to the City	3 months
City review of Technical Reports	30 days est.
Revisions and Final Technical Reports submitted to the City	14 days
City signs off on Technical Reports/ Environmental Determination	20 days est.

RECON responds to public comments and prepares Final MND	14 days
City review of responses to comments and Final MND	30 days est.
RECON finalizes Final MND based on City comments	5 days

The general timeline for preparation of technical reports, from kick-off to final report, is estimated to be **six (6) months** provided all technical data and critical path items are received one month from project kick-off.

The general timeline for preparation of an Addendum to EIR/MND is estimated to be **six (6) months** from acceptance of technical reports and authorization to proceed with an ND/MND. Timeline may be extended depending on complexity of project and number of comments received during public review.

Environmental Documents:

ESTIMATED SCHEDULE - ADDENDUM TO EIR/MND	
Task	Timeline
RECON submits Draft Addendum	One month from approval of technical reports and City authorization of Addendum
City completes review of Draft Addendum	30 days est.
RECON submits Revised Draft Addendum	14 days
City signs off on Addendum	20 days
RECON submits Final Addendum to the City	7 days
City signs off on Technical Reports/ Environmental Determination	20 days est.

Estimated Schedule - EIR	
Task	Timeline
RECON submits Draft EIR	8 weeks from approval of technical reports and City authorization of EIR
City completes review of Draft EIR	30 days est.
RECON submits Revised Draft EIR	14 days
City signs off on Draft EIR	20 days
RECON completes Draft EIR for public review	7 days
Public Review	45 days
RECON prepares responses to comments and draft Final EIR	30 days
City reviews responses to comments and draft Final EIR	30 days
RECON completes Final EIR for certification	14 days
City certifies Final EIR	30 days

The general timeline for preparation of an Addendum to EIR/MND is estimated to be **five (5) months** from acceptance of technical reports and authorization to proceed with an Addendum.

The general timeline for preparation of an EIR is estimated to be **ten (10) months** from acceptance of technical reports and authorization to proceed with an EIR.

Estimated Schedule - ND/MND	
Task	Timeline
RECON submits Draft MND	Six weeks from approval of technical reports and City authorization of ND/ MND
City completes review of Draft MND	30 days est.
RECON submits Revised Draft MND	14 days
City reviews Draft MND	20 days est.
RECON finalizes Draft MND	7 days
RECON prepares Notice of Intent of Preparation of a MND and distribute documents to State Clearinghouse to initiate public review	30 calendar days

h. On-Call Environmental Consulting Services: Minimum Experience and Qualifications

The table below demonstrates that RICK and subconsultants will meet the minimum experience and qualifications identified in the RFP. If the need arises, additional staff are available for all technical preparers and resumes will be submitted before the work begins.

	Name/Role	Years of Experience	Experience/Qualifications
i.	Jennifer Campos Oversight and Quality Control of CEQA Documents and Technical Reports	20 Years	<ul style="list-style-type: none"> As-Needed Environmental Planning Services, City of San Diego Planning Department, San Diego, CA Organic Materials Ordinance Update MND, County of San Diego Planning and Development Services, San Diego County, CA Escondido Victory Industrial Park, Escondido, CA
	Lori Spar Lead Preparer for CEQA Documents	22 Years	<ul style="list-style-type: none"> City of Santee 2021- 2029 6th Cycle Housing Element Rezone Program Implementation PEIR, Santee, CA Blueprint San Diego Program EIR, San Diego, CA As-Needed Environmental Consulting Services, City of Del Mar, CA
	Nick Larkin Lead Preparer for CEQA Documents	20 Years	<ul style="list-style-type: none"> County of San Diego Adjunct Staff, San Diego County, CA Lantern Crest Ridge II Mitigated Negative Declaration, Santee, CA Rancho Springs Medical Center Expansion Project, Murrieta, CA
	Bronwyn Brown Lead Preparer for CEQA Documents	14 Years	<ul style="list-style-type: none"> Nakano Property Program EIR, Tri Pointe Homes, San Diego and Chula Vista, CA Quarry Road Self-Storage and RV Parking Facility Project, San Diego County, CA Providence Christian College, San Diego County, CA
ii.	Jessica Fleming Air Quality Specialist/ Greenhouse Gas Emissions/ Climate Change Analysis Preparer	17 Years	<ul style="list-style-type: none"> Jehovah's Witness Assembly Hall Annex Specific Plan, Escondido, CA County of Riverside Air Quality Review and Analysis Services, Riverside County, CA On-Call Third-Party Technical Review, Chula Vista, CA
iii.	Cailin Lyons Biologists/Biological Resources Report Preparer	15 Years	<ul style="list-style-type: none"> Otay Ranch Preserve Habitat Management, City of Chula Vista/County of San Diego, Chula Vista, CA Otay Lakes RV and Boat Parking, San Diego County, CA As-Needed Environmental Services Contract, City of San Diego Public Utilities Department, San Diego, CA
iv.	Carmen Zepeda-Herman, MA, RPA Archaeologist and Tribal/ Cultural Resources Report Preparer	22 Years	<ul style="list-style-type: none"> IDIQ Miscellaneous Environmental Services for Civil Works Projects, USACE Los Angeles District, DACW-09-02-D-0023 County of San Diego Department of Public Works, As-Needed Environmental Services, San Diego, CA County of San Diego, Department of General Services, As-Needed Environmental Services, San Diego County, CA
v.	Brian Stephenson, PE, TE, PTOE Traffic Engineers/Traffic Analysis Preparers	25 Years	<ul style="list-style-type: none"> Consultant Traffic Engineer, City of Murrieta, Murrieta, CA As-Needed Traffic Engineering Services, City of San Bernardino, CA On-Call Traffic Engineering Services, City of Rialto, CA Traffic Engineering Plan Checking – Murrieta, Ontario, Lake Elsinore, Placentia, CA Intersection Safety Studies, City of Sacramento, Sacramento, CA
	David Mizell, AICP Traffic Engineers/Traffic Analysis Preparers	21 Years	<ul style="list-style-type: none"> On-Call Traffic Engineering Services, City of Menifee, Menifee, CA On-Call Traffic Engineering Services, City of Encinitas, Encinitas, CA On-Call Traffic Engineering Services, City of San Jacinto, San Jacinto, CA On-Call Traffic Engineering Services, City of Carlsbad, Carlsbad, CA
vi.	Frank McDermott, GISP Drone Operator/ GIS Analyst/Graphics Preparation	24 Years	<ul style="list-style-type: none"> Secondary Fence Replacement Environmental Stewardship Plan, San Diego Sector, CA San Diego Primary Fence Replacement Restoration and Environmental Monitoring, San Diego, CA As-Needed Environmental Services for Non-Federally Funded Projects, County of San Diego, CA

04 FEES/COST PROPOSAL

RICK's Hourly Rates



Hourly Rates – California Offices April 1, 2023 – August 25, 2023

Page of

Principal Consultant (Special Projects)	\$300.00	Principal Water Resources Engineer/Manager	\$ 235.00
Principal	290.00	Principal Water Resources Designer	170.00
Associate Principal	270.00	Associate Water Resources Designer	150.00
Associate/Manager	250.00	Assistant Water Resources Designer	135.00
Expert Witness	450.00		
Court Appearance per half day or part.....	1,800.00		
		GIS Manager	\$200.00
Senior Project Manager/Engineering Manager.....	\$ 245.00	GIS Programmer.....	170.00
Principal Project Engineer/Manager.....	230.00	Principal GIS Project Manager.....	190.00
Associate Project Engineer/Manager.....	205.00	Associate GIS Project Manager.....	175.00
Assistant Project Engineer/Manager.....	190.00	Assistant GIS Project Manager.....	160.00
Principal Engineering Designer.....	170.00	Principal GIS Analyst.....	150.00
Associate Engineering Designer.....	150.00	Associate GIS Analyst.....	140.00
Assistant Engineering Designer.....	135.00	Assistant GIS Analyst.....	125.00
Principal Engineering Drafter.....	130.00	Principal Graphics Designer.....	135.00
Associate Engineering Drafter.....	120.00	Associate Graphics Designer.....	125.00
Assistant Engineering Drafter	110.00	Assistant Graphics Designer.....	115.00
		CAD Manager	180.00
Senior Transportation/Traffic Engineer.....	\$ 240.00	Field Supervisor.....	\$ 220.00
Principal Transportation/Traffic Engineer.....	230.00	One-person Survey Party.....	180.00
Associate Transportation/Traffic Engineer.....	205.00	One-person Survey Party with Robotics.....	230.00
Assistant Transportation/Traffic Engineer.....	190.00	Two-person Survey Party	280.00
Principal Transportation/Traffic Designer.....	170.00	Three-person Survey Party	380.00
Associate Transportation/Traffic Designer.....	150.00		
Assistant Transportation/Traffic Designer.....	135.00	3D Laser Scanning Crew (One-Person).....	\$ 240.00
		3D Laser Scanning Crew (Two Person)	290.00
Principal Planner II.....	\$215.00		
Principal Planner I.....	200.00	Principal 3D Laser Scanning Project Manager	\$ 200.00
Senior Planner II.....	185.00	Associate 3D Laser Scanning Project Manager.....	175.00
Senior Planner I.....	170.00	Assistant 3D Laser Scanning Project Manager.....	165.00
Associate Planner	150.00	Principal 3D Laser Scanning Specialist.....	145.00
Assistant Planner	130.00	Associate 3D Laser Scanning Specialist.....	135.00
Planning Technician	110.00	Assistant 3D Laser Scanning Specialist.....	125.00
		Principal 3D Laser Scanning Technician.....	115.00
Principal Project Landscape Architect/Manager	\$ 205.00	Associate 3D Laser Scanning Technician.....	105.00
Associate Project Landscape Architect/Manager	185.00	Assistant 3D Laser Scanning Technician.....	95.00
Assistant Project Landscape Architect/Manager	165.00		
Principal Landscape/Urban Designer	140.00	Photogrammetry Supervisor	\$185.00
Associate Landscape/Urban Designer	130.00	Principal Photogrammetrist	160.00
Assistant Landscape/Urban Designer	115.00	Associate Photogrammetrist	130.00
		Assistant Photogrammetrist.....	120.00
Principal Environmental Project Manager.....	\$ 200.00		
Associate Environmental Project Manager.....	185.00	Principal Survey Analyst.....	\$195.00
Assistant Environmental Project Manager	165.00	Associate Survey Analyst.....	160.00
Principal Environmental Specialist.....	145.00	Assistant Survey Analyst.....	130.00
Associate Environmental Specialist	135.00		
Assistant Environmental Specialist	120.00	Associate Project Administrator	\$ 100.00
Environmental Technician.....	110.00	Assistant Project Administrator.....	80.00
		Administrative Assistant/Manager.....	85.00

Rates subject to change for prevailing wage contracts.

When authorized, overtime shall be charged at the listed rates times 1.5.

Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.

A fifteen (15) percent fee for administration, coordination and handling will be added to all subcontracted services.

RECON's Hourly Rates



MINIMUM STANDARD RATE SCHEDULE

LABOR CATEGORY	RATE
ENVIRONMENTAL	
ENVIRONMENTAL PRINCIPAL	\$250.00
ENVIRONMENTAL PROJECT DIRECTOR	\$235.00
ENVIRONMENTAL PROGRAM MANAGER	\$220.00
SENIOR PROJECT MANAGER	\$208.00
SENIOR	\$189.00
ASSOCIATE PROJECT MANAGER	\$167.00
ASSOCIATE	\$159.00
ANALYST III	\$145.00
ANALYST II	\$125.00
ANALYST I	\$110.00
ASSISTANT	\$95.00
RESOURCE MONITOR II	\$84.00
RESOURCE MONITOR I	\$74.00
RESTORATION	
RESTORATION PRINCIPAL	\$212.00
NOR CAL RESTORATION DIRECTOR	\$180.00
RESTORATION PROJECT DIRECTOR	\$175.00
RESTORATION PROJECT MANAGER	\$160.00
RESTORATION ANALYST	\$135.00
RESTORATION ASSISTANT	\$105.00
FIELD DIRECTOR	\$135.00
NOR CAL FIELD DIRECTOR	\$105.00
FIELD SUPERVISOR	\$95.00
FIELD COORDINATOR	\$70.00
FIELD ASSISTANT	\$57.00
FIELD FOREMAN*	\$75.00
FIELD CREW CHIEF*	\$65.00
FIELD SPECIALIST TECHNICIAN*	\$57.00
FIELD TECHNICIAN*	\$52.00
*Rates applicable to private customers only. State prevailing wage and local living wage bill rates vary by geographic region. Federal Service Contract Act Bill Rate \$68/hour.	
SUPPORT	
EXPERT WITNESS	\$340.00
UNMANNED AERIAL VEHICLE (DRONE) OPERATOR	\$170.00
GIS SUPERVISOR	\$155.00
GIS SPECIALIST	\$124.00
PRODUCTION SUPERVISOR	\$130.00
PRODUCTION SPECIALIST III	\$110.00
PRODUCTION SPECIALIST II	\$95.00
SENIOR PROJECT ACCOUNTANT/CONTRACTS	\$165.00
ASSOCIATE PROJECT ACCOUNTANT/CONTRACTS	\$115.00

Unless otherwise agreed upon, RECON shall charge, at cost, for vehicles and mileage, out-of-town transportation and expenses, reproduction, delivery charges, and the use of GPS units and tablets, noise meters, and UAV/drone.

Personnel rates are in effect from July 1, 2022, through June 30, 2023. Increases occur annually on July 1.

05 CONFLICT OF INTEREST

There are no known possible conflicts of interest with other clients affected by RICK's actions performed by the firm on behalf of the City.

PUBLIC AGENCY CLAUSE

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



YES

NO

EXCEPTIONS TO CITY'S STANDARD CONSULTING AGREEMENT

Consulting Agreement: Planning and Engineering

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

a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), 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 CONSULTANT's negligent performance of the Services or its failure to comply with any of its obligations contained in this Agreement (as prescribed by California Civil Code §2782.8), except where caused by the sole negligence or willful misconduct of the CITY.

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

Consulting Agreement: Environmental

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

a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), 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 CONSULTANT's negligent performance of the Services or its failure to comply with any of its obligations contained in this Agreement (as prescribed by California Civil Code §2782.8), except where caused by the sole negligence or willful misconduct of the CITY.

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

Exhibit 2 NON-COLLUSION DECLARATION FORM

Exhibit 2 Non-Collusion Declaration

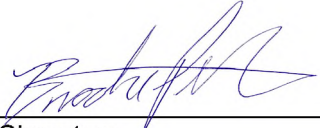
TO BE EXECUTED BY PROSPECTIVE CONSULTANT AND SUBMITTED WITH PROPOSAL

The undersigned declares:

The foregoing proposal submitted in response to the City of Escondido's Request for Proposals – On-Call Development Services is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The prospective consultant has not directly or indirectly induced or solicited any other prospective consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any prospective consultant or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The prospective consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the prospective consultant or any other prospective consultant, or to fix any overhead, profit, or cost element of proposal price, or of that of any other prospective consultant. All statements contained in the proposal are true. The prospective consultant has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 28th, 2023.
Date



Signature

Signature

Title Principal-in-Charge

Title _____

Of RICK's Planning + Design Division

Of _____

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

By: _____



January 23, 2024

Ms. Julie Procopio, PE
City Engineer
City of Escondido | Engineering Services
City Hall, First Floor
201 North Broadway
Escondido, CA 92025

SUBJECT: PROPOSAL FOR STORM WATER MANAGEMENT PLAN REVIEWS FOR CITY OF ESCONDIDO, CA.

Dear Ms. Procopio:

Pursuant to your request, we are pleased to submit this proposal to provide engineering support services for the review of land development Storm Water Quality Management Plans (SWQMP) submitted to the City of Escondido (City).

Rick Engineering Company (RICK) possesses unique qualifications to deliver these services. The staff at RICK played a crucial role in the development of the Model Best Management Practice (BMP) Design Manual, which served as a foundation for the Escondido Storm Water Design Manual. Additionally, RICK staff offers extension of staff services to various municipalities in the San Diego Region, supporting review efforts on Discretionary and Final Engineering permit applications. We have expertise in reviewing technical reports, including Drainage Studies, Priority Development Project SWQMPs, and grading and improvement plans.

In our ongoing, as-needed plan review consulting work, we consider ourselves an extension of the staff. We proactively coordinate internally across departments to identify project conditions and critical constraints early in the review process. We successfully act on a moment's notice to address concerns, provide guidance and expertise on various land development project technical reviews, and assist in reviewing engineering construction documents to meet critical scheduling deadlines, such as Tentative Map and other permit expiration dates. We understand the need to manage multiple projects of varying complexity simultaneously. RICK provides similar plan review services to the County of San Diego Planning and Development Services, Cities of Chula Vista, La Mesa, Lemon Grove, Santee, and Port of San Diego.

We understand the need for full cost recovery and that the plan review funding comes from developer trust account deposits. Having served in this role in recent years for multiple municipalities, RICK is acutely aware of the value and importance of providing close, individual attention to each project and working within time and budget constraints.

Ms. Procopio
 January 23, 2024
 Page 2 of 3

SCOPE OF WORK

RICK will provide one representative for approximately two days per week (16 hours per week) for up to fifty-two (52) weeks to assist City staff with SWQMP reviews. Typical technical assistance tasks are anticipated to include:

Task 1 – Technical Assistance

Review SWQMP for Compliance with Escondido Storm Water Design Manual

Provide SWQMP review for land development projects to ensure compliance with the Escondido Storm Water Design Manual, and Municipal Separate Storm Sewer System (MS4) Permit. Typical reviews will consist of the review of Minor, Standard, or Priority Development Project (PDP) Storm Water Quality Management Plans (SWQMP) and Hydromodification Management Plans (HMP) submitted in support of land development projects. Meetings and coordination with City departments, and private engineers, may occur during the review cycle. This task may also include as-needed storm water engineering support to provide response to storm water-related questions from the Development Services Department staff and/or develop new guidance requested by the City up to the budget limit.

A representative from RICK will be present at the City office for up to one day a week and will work remotely for one day or as mutually agreed upon with the City Project Manager. It is anticipated that RICK will review approximately 25 unique SWQMPs, with an expected average of 3 review iterations prior to SWQMP acceptance.

Task 2 – Project Management and Reporting

RICK will provide project management related services for the duration of the project under this task. For budgeting purposes 2 hours per month for 12 months is assumed for this task.

FEE

Our fee for the above-described work would be on time and material basis per our current Schedule of Hourly Rates, not to exceed \$166,680 without your prior authorization. Fees have been estimated based on each of the identified tasks and are summarized below:

Task 1: Technical Assistance	\$158,080.00
Task 2: Project Management and Reporting	\$ 6,600.00
	<i>Sub Total:</i> \$164,680.00
Direct Expenses	\$ 2,000.00
	TOTAL: \$166,680.00

Fees and expenses will be billed monthly as the work progresses and the net amount shall be due upon receipt of the invoice.

Ms. Procopio
January 23, 2024
Page 3 of 3

EXCLUSIONS

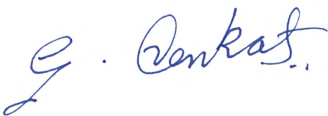
The following items are specifically excluded from the Scope of Work and fee. If required, these items will be prepared by others under separate contract or will be covered by a separate agreement between RICK and the City:

- Drainage Study/Report review
- Topographic survey.
- Hydrologic calculations or analyses.
- Hydraulic calculations or analyses.
- Opinions of probable construction cost.
- Preparing base mapping.
- Community outreach or community meetings.
- Geotechnical investigation.
- Infiltration testing.
- Structural calculations or analysis.
- Landscape Architecture.
- Title report review.
- Boundary, lot line, or easement plotting.
- Base map preparation.

CLOSING

If you have any questions and/or comments, please contact me at 619-204-5979 and/or vgummadi@rickengineering.com. We are grateful for this opportunity to expand our working relationship with the City of Escondido. Thank you for requesting Rick Engineering Company to provide these services.

Sincerely,
RICK ENGINEERING COMPANY



Venkat Gummadi, PE, CPESC, QSD/P
Associate Principal



June 4, 2024

Veronica Morones
 City Planner, Development Services
 City of Escondido
 201 N. Broadway
 Escondido, CA 92025

Subject: Proposal for Planning & Environmental Services for General Plan Update to the Safety and Environmental Justice Elements

Dear Veronica,

The Planning, Environmental and Design Division of Rick Engineering (RICK) is pleased to submit this proposal to the City of Escondido (City) for the proposed update of the Safety and Environmental Justice Elements of the City’s adopted General Plan. The first would be an update to the “Community Protection” Element and the second would be an update the “Community Health and Services” Element” as well as the related environmental analysis.

RICK provides an experienced, full-service planning, environmental and design team that will work with the City to successfully carry the Project through the approval process. RICK has an established record of planning, designing, and providing CEQA approval services and planning the development of complex General Plan Updates throughout southern California. We are committed to this Project and to delivering responsive project management, planning and environmental services, high-quality documents and plans, and strategic approaches for you to support an efficient and effective entitlement process.

PROJECT UNDERSTANDING

In 2022, the San Diego Association of Governments (SANDAG) awarded the City with a Smart Growth Incentive Program (SGIP) grant to conduct environmental review for a proposed General Plan Amendment which included the update to the Community Protection chapter (herein referred to as the Safety Element), and creation of a new Environmental Justice (EJ) Element through the modification of the Community Health and Services Element.

Since then, in response to changing legislation and emerging climate-related conditions associated with wildfires, the City has been updating the Safety Element of the General Plan. Since adoption of the General Plan in 2012, the city has developed a Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) and a Climate Action Plan (CAP). These documents are intended to be integrated into the new Safety Element. Additional tasks and studies are also still needed, as

detailed below in this Scope of Work (SOW). The Mitigation Plan and CAP are just two of the updates that will be included in the updated Element.

Since receipt of the SGIP grant, the City initiated work on the Safety and Environmental Justice Element updates with a meeting with the Planning Commission in December of 2021. A draft overview of the "Community Outreach Plan" and its elements was prepared. It contained a series of Outreach Events, stakeholder lists, definitions, and reiterated the message that the community would be consulted throughout the update process. The overview also included a timeline that separated the process into six distinct categories.

- The timeline began with research and preliminary outreach. This step included the "Community Outreach Plan" and a report back to Planning Commission on February 22, 2022 to discuss any feedback.
- Staff continued research and outreach conducting a series of Organized Stakeholder Roundtable meetings on April 15th, and April 20th of 2022. The city also took the progressive effort of conducting outreach to roughly 80 San Pasqual High Schools students in Human Geography and Government classes. These are the type of creative exercises RICK encourages and would like to explore given there are sufficient resources.
- In July, City staff presented to the Community Alliance for Escondido, and then hosted two "At Large" community events on August 7, 2022, and August 11th, 2022, designed to update and report on the progress that had been made during the research and outreach phases of the plan.
- In the fall of 2022, a Draft Map identifying Environmental Justice Communities became available for review and comment. The draft preliminary analysis shows what areas within the City may be experiencing disproportionate pollution-burden based on State Guidance.

The purpose of this Scope of Work is to complete the preparation of the Safety and Environmental Justice Elements, conduct additional outreach efforts, and prepare the environmental document for the Project. The City certified a Program EIR along with the last comprehensive update of the General Plan in 2012 so RICK intends to prepare a CEQA Addendum to the 2021 General Plan EIR to address the proposed General Plan updates. An addendum is appropriate where a previously certified EIR has been prepared and some changes or revisions to the project are proposed, or the circumstances surrounding the project have changed, but none of the changes or revisions would result in significant new or substantially more severe environmental impacts, consistent with CEQA Section 21166 and State CEQA Guidelines Sections 15162, 15163, 15164, 15168, and 15183.

The SGIP grant is still valid and in anticipation of a discretionary decision by SANDAG to extend the validity of the grant this upcoming June/July, the City of Escondido would like to demonstrate its readiness to engage in the remainder of the element updates and associated environmental review. Having RICK in place with a detailed plan to complete the Project within the allotted time

and budget will demonstrate the City's commitment to utilizing the SGIP funds and its desire to maintain the highest quality of living for its residents.

PROJECT TEAM

Key staff and resources proposed for this Project include Brooke Peterson, AICP, Principal and Director of Planning + Design; Teresa Wilkinson, Director of Environmental Planning; and Vicrim Chima, Senior Planner. Brian Mooney, FAICP will serve as Senior Advisor and Quality Control reviewer. Brooke will provide key support for communications and coordination with the City of Escondido (and other agencies as applicable), strategy and oversight of preparation of Element Updates and outreach efforts, and facilitation lead for any assigned community outreach. Vicrim Chima, Senior Planner, will serve as assistant Project Manager supporting Brooke, preparing the Safety and Environmental Justice Elements of the General Plan and revisions to the Project application based on City review, supporting public outreach, and will provide additional research, GIS, and planning support as needed. Teresa Wilkinson will serve as the environmental technical lead providing oversight and preparation of the CEQA document. Additional support will be provided as needed by other RICK staff in the preparation of documents and plans including GIS and Planning.

SCOPE OF WORK

RICK has a proven track of updating General Plan Elements using a city's existing general plan as a starting point. Leveraging material that is still relevant and compliant with state law and in alignment with General Plan Guiding Principles, RICK will identify where and how to bolster those areas of the existing elements which may not comply with current standards. RICK will identify and conduct technical studies, perform analysis, create policies, and implementation plans with mitigation measures to bring those elements into compliance. Most importantly, RICK is committed to continuing the public outreach that is the basis of any element we develop for the City of Escondido.

TASK 1: PLANNING - PREPARATION OF COMMUNITY PROTECTION (SAFETY ELEMENT) & ENVIRONMENTAL JUSTICE ELEMENT

Working from efforts already conducted by City staff, RICK will create a concise, user-friendly document with appropriate graphics, diagrams, tables, and text that efficiently and clearly convey necessary information and vision to the user. The final document will be a well-structured and useful tool for City staff, decision makers, other agencies, and the general public. The updated General Plan Elements will comply with California law governing the preparation of General Plan updates and be consistent with the Visions and Purpose of the City of Escondido General Plan.

1.1 Audit Existing Community Protection Element (Safety Element), Existing Community Health and Safety Element (Environmental Justice Element), Existing Implementation Plan, Appendices, Table of Contents review of Outreach Materials and Staff Materials prepared in alignment with the Outreach Program and Annual General Plan Reports

RICK will review the contents of the existing elements and determine what material can be used and what materials, policies, and diagrams are valid. As described in the project background, The City of Escondido expended significant time and resources informing appointed bodies, preparing and conducting community stakeholder meetings and planning, advertising and performing community-wide outreach. The City also began drafting goals and policies language for both elements and identifying and performing any required technical reports, maps, or procedural documents for specific hazard responses that may need updating. RICK proposes to leverage as much of the City produced material that adheres to current state on local regulatory standards and focus on those that require updating, in an effective to minimize costs, use existing work material and focus our scope in areas where the City was unable to complete the work, either updating necessary technical studies, producing policy language, or complying with the requirements of current state legislation.

RICK will review existing policies, programs and mitigation as well comprehensively review all feedback received during the public outreach process which occurred in 2022-2023.

Deliverable(s):

- Inventory of Policies and Diagrams that can be removed/relocated from the new Safety and Environmental Justice Element; Identification of policies, plans, diagrams, maps, and narrative summaries that will require update or modification to comply with new state legislation. Summary and prioritization of organization and content for the updated elements based on community feedback. All future efforts in planning and drafting the updated elements will be rooted in responses and the concerns of the community.

1.2 Administrative Draft Safety Element

1.2.1 The Safety Element is required to meet nine (9) separate statutory requirements organized into nine (9) subsections: 65302 (g) (1) - (g) (9). Beyond demonstrating compliance with statutory requirements, this section will contain a revised purpose and scope of the Safety Element, describing its additions, and defining the purpose of the Safety Element.

- Update Additional Safety Topics Contexts: RICK will modify the existing “Community Protection” element to modify, as deemed necessary, its existing structure, narrative, and diagrams. It will organize, where deemed necessary, new contexts, goals, and policies based on current database analysis, the most recent technical studies, and consultation with the lead agencies responsible for implementation of the various preparedness guidelines. New contexts would include Hazard Mitigation Planning and Disaster Preparedness; Wildfires (Cal FIRE’s Fire and Resource Assessment Program (FRAP) and Cal OES’s My Hazards, Fire Responsibility Areas; Geologic and Seismic Hazards; Flood Hazards; Climate Change, where RICK will incorporate the appropriate goals and thresholds related to the adopted CAP; Hazardous Materials, Law Enforcement, and Airport Hazards.

- Goals and Policies for the Safety Element. RICK, will review, and in some cases depending on the findings of the audit, revise staff drafted goals, policies, and plans defined in the Purpose and Scope and develop new working material where needed, prioritizing the Multi-Jurisdictional Hazard Mitigation Plan and the Climate Action Plan ("E-CAP") updated in 2021, which provides a robust examination of social equality and Environment Justice through the climate adaptation plan lens. RICK will update, as needed each of the defined categories in the element and where necessary will conduct its own context and technical updates to existing conditions reports including seismicity terminology; geology and soils conditions; documentation on extreme heat days, annual average maximum temperature, annual precipitation, dry spells, average area burnt; and public health like COVID-19. All content developed by staff or RICK will incorporate the feedback received during the previously conducted outreach.
- Administration and Implementation. RICK will provide an implementation plan and define administrative standards describing how the various components of the Safety Element will be implemented. The plan will define the requirements or standards that need to be reviewed on an annual basis, assign the administration of those reviews to a lead agency or specific City Department that are responsible for monitoring defined benchmark goals.

Revisions to the Administrative Draft will be made based on comments received from the City. This scope assumes that one consolidated set of comments will be submitted to RICK. We are assuming one round of review of the Administrative Draft by the City before element submittal in draft form. During this time, up to four meetings with the city are expected to review and discuss comments and responses. This scope and fee assume one consolidated set of comments from the city prior to initiating the preparation of the next draft of the document.

Deliverable(s):

- Administrative Draft Safety Element I (1 electronic version in MSWord for editing purposes and 1 electronic version in PDF format)

1.3 Administrative Draft Community Health & Safety (Environmental Justice Element)

To ensure the existing Community Health & Safety section complies with SB 1000 it will need to be reordered and reformatted and its diagrams and policies will need to address the following key elements: Pollution Exposure and Air Quality; Public Facilities; Food Access; Safe and Sanitary Homes; Physical Activity; Community Engagement; and Improvement Plans for Disadvantaged Communities.

1.3.1: Introduction. This section will provide a summary of the Statutory requirements that the Environmental Justice Element is required to comply with:

- The Climate Action Plan. The City of Escondido maintains existing policy documents that include social equity frameworks, although limited in context. The Escondido Climate Action Plan ("E-CAP"), updated in 2021, provides a robust examination of social equity and environmental justice through the climate adaptation planning lens.

However, as it relates to the updated Community Health and Safety Plan the E-CAP contains an Adaptation Measure which addresses the need to “hardwire social equity and environmental justice into new programs and projects.”

- RICK is aware of the adaptation measure the E-CAP utilized to create a Social Equality and Health Index Map intended to identify vulnerable neighborhoods needing additional focus and priority. These tracts are labeled “Priority Investment Neighborhoods” within the E-CAP. Using the Social Equality and Health Index Map, the City prioritizes neighborhoods with a CES 50 percent (50%) ranking for priority investment. In effect, the Climate Action Plan has exceeded the threshold for those communities that are considered “disadvantaged communities.” Any Environmental Justice document and associated environmental analysis will consider the findings in the Climate Action Plan and the adaptation measure.

RICK will reorganize, reformat, and revise City produced goals and policies depending on the amount of work completed by the Planning staff thus far and the existing material that is compliant with state law. This update will be an opportunity to provide the element with more structure, less supported by narrative but supported by specific goals, policies, and implementation plans. RICK understands the City has made material progress in the drafting of Environmental Justice Policies and analysis of disadvantaged communities as defined in the locally adopted Climate Action Plan. RICK will base the content used in its approach on the Outreach conducted by the City of Vista over 2022 and 2023 forming a design and content to the document that reflects Vista community input. During this time, up to four meetings with the Client/Project Team are expected to review and discuss comments and responses. This scope and fee assume one consolidated set of comments from the Client prior to initiating preparation of the next draft of the document.

Deliverable(s):

- Administrative Draft Environmental Justice Element (1 electronic version in MSWord for editing purposes and 1 electronic version in PDF format)

1.4 **Geographic Information Systems Support**

RICK offers the technical expertise to import and create any number of GIS diagrams or maps. This proposal assumes more than a single task which was previously discussed, related to mapping evacuations distances and available routes during evacuation scenarios. Maps and diagrams are integral portions of each of the mandated safety topics: Hazard and Mitigation Planning, Disaster Preparedness, Emergency Response, Wildfires, Geological and Seismic Hazards, Flooding, Climate Change, Hazardous materials, Law Enforcement, Fire Protection, and Airport Hazards. The Environmental Justice Element has the same requirements and would need information on Pollution Exposure and Air Quality, Public Facilities, Food Access, Safe and Sanitary Homes, Physical Activity, Community Engagement, Improvement plans for Disadvantaged Communities.

Deliverables(s):

- ArcMap GIS based maps and diagrams created to support the Goals and Policies of the updated elements, demonstrating compliance with adopted disaster preparedness programs, and other material as needed.

1.5 **First and Second Screencheck Drafts of Safety and Environmental Justice Elements**

This task includes preparation of two Screencheck Drafts of the Safety Element and the Environmental Justice Element. RICK will prepare the First Screencheck Draft for staff review. We also assume that policy decisions, language, and comments from federal, state, regional, local public and private entities have been addressed and consensus reached by City Staff on the form of the documents language and visual features. We are assuming one round of review of the First Screencheck Draft based on one consolidated set of comments from the City before preparation of the adoption process.

A Second Screencheck Draft will then be prepared once a consolidated set of City comments has been received and labeled "Draft" and will be used for resubmittal with the updates to the elements from advisory, decision-making bodies or public outreach.

During this task, up to six meetings with City staff are expected to review and discuss comments, negotiate, and resolve project issues and questions.

Deliverable(s):

- First and Second Screencheck Drafts for Safety and Environmental Justice Elements (1 electronic version in PDF format)

1.6 **Quality Assurance and Check of Final Draft – Safety and Environmental Justice Elements**

A revised version of the Safety and Environmental Justice Elements will be prepared and labeled "Final Draft" and will be used for the adoption hearing process.

Deliverable(s):

Final Draft Safety and Environmental Justice Elements (1 reproducible original, 5 hard copies, and an electronic version in PDF format)

TASK 2: PUBLIC OUTREACH

2.1 **Coordination with Other Agencies**

We will reinitiate and coordinate with state agencies, regional agencies, non-professional, and business organizations, as well as property owners, renters, and the workforce. The City of Escondido outlined an Outreach Plan that RICK will adhere to and expand if necessary.

2.2 Stakeholder and Resident Outreach

The City of Escondido prepared a proactive schedule of events, meetings, and informational documents (see project understanding above) when it began its update efforts. RICK would leverage much of the material, feedback and policy construction that began with the Kickoff Meeting and was collected in the preparation of the Draft Community Outreach Feedback and Engagement Plan. RICK would re-engage the list of stakeholders that hosted Organized Stakeholder Roundtable Meetings as well as the community at large.

Any Public Outreach would need to occur after the audit and the draft review of both Elements. Another meeting with organized stake holders, at least one "At-Large" Community Event. RICK has experience in planning, designing, and creating outreach activities that engage audiences, allow everyone's voice to be heard and provide the basis for the long-range planning work we do.

Maintain and update the existing city website with relevant materials to the Project. Develop the site as an active, up to date platform that can be used to gauge interest, collect comments, or post ideas.

Deliverable (s):

- Two organized outreach events, a smaller engagement to re-engage with the previous Roundtable Stakeholders and an "At Large" public engagement exercise based on the events that were previously held demonstrating how RICK has modified and bridged the existing and Community Safety and Health and Community Protection elements into an updated and more current document, where those changes have occurred, and provide the opportunity for citizens to see their contributions in writing.

TASK 3: CEQA DOCUMENTATION

The Safety Element includes important information in the General Plan regarding the potential for hazards to occur in and around the City and establishes policies for coordination during emergency events. The Environmental Justice Element will prioritize goals for the City's "disadvantaged" communities to achieve environmental justice. The proposed Safety and Environmental Justice Element updates would have no physical impact on the environment, as it consists of updates to goals and policies. Consequently, the proposed Project would not cause any new significant environmental impacts or substantially increase the severity of significant environmental impacts disclosed in the General Plan EIR.

Impact significance will be determined after consideration of the beneficial effects of proposed policies designed to avoid or reduce environmental impacts. Because a General Plan Update is intended to be "self-mitigating" (meaning that policies and implementation measures would be designed to avoid or minimize environmental impacts to the extent feasible), mitigation measures may not be necessary. However, if the environmental analysis shows that impacts of the Safety and Environmental Justice Elements to air quality, GHGs, and noise remain significant after the implementation of proposed policies, we will alert the City regarding the need for a different level

of environmental review. A budget augmentation would be necessary to support the preparation of a Supplemental EIR or a different CEQA document.

3.1 Prepare Environmental Checklist

The Addendum will include an attachment with an environmental checklist that contains substantial evidence supporting that the proposed Safety and Environmental Justice Elements would not result in any new or substantially more severe environmental impacts from those identified in the General Plan EIR. The Addendum and checklist will serve as the appropriate CEQA compliance document and will be prepared consistent with the requirements of Section 15162 of the State CEQA Guidelines

3.2 Prepare Draft Addendum

RICK will prepare a Draft EIR Addendum including all sections as required by the California Environmental Quality Act (CEQA) Guidelines. A comprehensive project description will be developed in coordination with the project team. RICK will coordinate closely with the project team, technical experts, and City staff to ensure General Plan policies and development standard updates are written to self-mitigate or avoid environmental impacts to the extent feasible. A mitigation framework will be prepared, as appropriate, to maximize CEQA streamlining opportunities for future projects consistent with the General Plan.

For each of the impact topics, our approach will be to characterize the existing physical conditions and pertinent regulatory framework, then describe the future conditions resulting from implementation of the proposed General Plan Updates to the Safety Element and preparation of the new Environmental Justice Element. This scope of work assumes the analysis will be primarily qualitative and presented at a level of detail consistent with a program level of analysis. Should the analysis warrant a quantitative approach for other topics following development of the Safety and Environmental Justice Elements, we will work with the City on a recommended approach.

Following receipt of one consolidated set of City comments on the Administrative Draft Addendum sections, we will discuss and clarify specific comments, as needed, and prepare appropriate revisions to the document in a Screen check Draft Addendum for staff review.

The Administrative and Screen check Draft Addendum will be submitted in PDF and Word format.

3.3 Prepare Public Review Draft Addendum

Per the CEQA Guidelines, an addendum does not need to be circulated for public review but can be included in or attached to the Safety and Environmental Justice Element documents prior to making a decision on the project. For purposes of this scope, RICK will prepare a Public Review Draft Addendum for distribution by the City.

3.4 Prepare Final Addendum

RICK will update the Addendum following public review. A final Addendum will be prepared for attachment to the General Plan EIR.

Deliverables:

- Draft Environmental Checklist
- Draft/Public Review Draft/Final Draft Addendum

TASK 4: PRESENTATION OF REPORTS AND MATERIALS

4.1 - 4.3 Preparation of Planning Commission and Council Meeting

The Planning Commission appears to have been heavily involved in the update process. RICK will present one Planning Commission Informational Item, introducing the new scope of work, our strategy, and plan moving forward. We would then prepare for a second meeting with the Planning Commission with the intent of gaining a positive recommendation of the elements and the environmental document to the City Council to adopt the updates to the General Plan Elements. The final meetings would represent the adoption of the elements and environmental findings by City Council. There is a possibility such an item may require two hearings.

Deliverable(s):

- Up to two (2) Planning Commission and two (2) City Council hearings

5.0 Project Management

This task assumes that RICK will support overall project management and entitlement processing services needed to secure project approvals from the City of Escondido. This includes time and effort necessary to provide strategy, direction and coordination to the Client, the Project Team and the City of Escondido to prepare the comprehensive effort to reinvigorate and carry this update process to its completion.

Brooke Peterson is experienced at managing complex private and public multi-disciplinary project teams of in-house and subconsultant technical experts throughout Southern California and develops strong relationships with City staff. Brooke will oversee the project's day-to-day operations, including coordinating internal staff time, overseeing preparation and review of all work products, ensuring quality control, tracking and adhering to the project schedule and budget, and coordination with the client and technical consultants as well as City staff and other agencies.

Brooke as Planning lead and other staff as necessary will participate in progress meetings with the Project Team as necessary throughout the process to discuss project issues, preparation of products, determine next steps and address any anticipated potential challenges in advance. Brooke will also facilitate weekly progress conference calls to provide consistent project progress updates and communication to avoid project issues to the extent possible. Brooke will also

coordinate monthly invoices. She will be supported by assistant project manager Vicrim Chima, Senior Planner.

CEQA Coordination

RICK's environmental team will provide general services as the project undergoes environmental processing. Management tasks will consist of formal and informal communication with the City, the project team, and other applicable agencies. Communication will take the form of telephone conversations, videoconferencing, and e-mail.

5.1 - 5.2 Kick Off Meeting/Client Meetings

In addition to the public meetings noted above this task allows up to eight additional meetings with City staff and other agencies as necessary throughout the course of the project. This also includes coordination time, biweekly Project Team meetings, and other communications as necessary to move the project along expeditiously. These meetings will be attended by Brooke Peterson and/or other staff as necessary. If additional virtual City/agency meetings are required, in-person meetings, or longer working session virtual meetings, are requested, the cost of the meeting would be billed on a time and materials basis at the standard rates shown in Attachment A.

Deliverables:

- Up to 14 Agencies meetings (assumes 1-hour virtual meetings each and a half hour of preparation and minute production)
- Biweekly Project Team meetings and miscellaneous meetings/communications

FEE

RICK will perform the services listed above for project management and planning – for \$172,660.00 as shown in the attached cost estimate (Attachment A), plus additional time and materials for additional meetings and/or public outreach support and meeting attendance. Labor fees will be billed according to our current Schedule of Hourly Rates (Attachment B) with a labor budget not-to-exceed the amounts indicated without additional authorization.

Fees and expenses will be billed monthly as the work progresses and the net amount shall be due within thirty (30) days from the date of receipt of the invoice in the City's office.

One original of this agreement is being provided. If you would like us to proceed with this work as outlined above, we ask that you please sign and return the agreement as our written authorization.

RICK appreciates the opportunity to submit this service proposal. Please contact me at: bpeterson@rickengineering.com or 619.688.1471, if you have any questions or concerns.

Sincerely,
RICK



Brooke Peterson, AICP
Principal | Director of Planning + Design

Enclosures

APPROVED BY:
City of Escondido

Signature

Date

ATTACHMENT A
COST ESTIMATE

		RICK PLANNING AND DESIGN													
		PLANNING, DESIGN, ECONOMICS, OUTREACH							ADMINISTRATIVE						
		Brooke Peterson	Brian Mooney	Vicrim Chima	Teresa Wilkinson	Sabrina Sessarego		Sydney Rankmore		SENIOR EDITOR	WP/CLERICAL				
Role:		Principal-in-Charge	Strategic Advisor / QA/QC	Senior Planner/Outreach	Environmental Task Lead	Associate Planner/Community Outreach	Assistant Environmental Planner	Assistant Planner	GIS Associate						
Task	Description	Hourly Rate	\$290	\$290	\$170	\$245	\$150	\$135	\$135	\$175	\$110	\$85	RICK Hours	RICK Labor Total	Total Task Budget
1	PREPARATION AND ADOPTION OF THE SAFETY AND ENVIRONMENTAL JUSTICE ELEMENTS														
1.1	Audit Community Protection Element, Community Health and Services, Implementation Program, Appendices, and Table of Contents		6		12				24				42	\$7,020	\$7,020
1.2	Draft Administrative Safety Element														
1.2.1	Purpose and Scope; Update Required Safety Contexts and Studies, Audit Community Feedback; Develop New Goals and Policies		8		18				40			10	76	\$11,630	\$11,630
1.3	Draft Administrative Environmental Justice														
1.3.1	Purpose and Scope; Update Required Safety Contexts and Studies, Audit Community Feedback; Develop New Goals and Policies		12		20				40			10	82	\$13,130	\$13,130
1.4	Geographic Information Services				8	2	30						40	\$6,350	\$6,350
1.5	1st and 2nd Screen Check of Safety and EJ Element								8				12	\$1,420	\$1,420
1.6	QA/QC/Final Safety and Environmental Justice Element		16	8	20								44	\$10,360	\$10,360
	Task 1 Subtotal												296	\$49,910	\$49,910
2	PUBLIC OUTREACH														
2.1	Coordination with Other Agencies		2		6				8				16	\$2,680	\$2,680
2.2	Stakeholder and Resident Outreach		6		20	4	4		16				50	\$8,880	\$8,880
	Task 2 Subtotal												66	\$11,560	\$11,560
3	CEQA DOCUMENTATION														
3.1	Prepare CEQA Checklist			2		16	4	80		8	12		122	\$18,620	\$18,620
3.2	Draft Screencheck Draft Addendum			6		32		160		8	8		214	\$33,460	\$33,460
3.3	Prepare Public Review Draft Addendum			2		16		32			4		54	\$9,260	\$9,260
3.4	Prepare Final Addendum			2		16		24			3		45	\$8,070	\$8,070
	Task 3 Subtotal												435	\$69,410	\$69,410
4	PREPARATION OF REPORTS AND PRESENTATION MATERIALS														
4.1	Reintroduce Updated Project Scope		4		10				10				24	\$4,210	\$4,210
4.2	Recommendation of Final Safety and EJ Elements to City Council		8		14				30				52	\$8,750	\$8,750
4.3	City Council Hearing for Adoption of GP Elements and Certification/Adoption (2 Meeting, if necessary)		12		16				10				38	\$7,550	\$7,550
	Task 4 Subtotal												114	\$20,510	\$20,510
5	PROJECT MANAGEMENT														
5.1	Kick-Off Meeting		2		2	2							6	\$1,410	\$1,410
5.2	Client/Project Team Meetings		12		12	16							40	\$9,440	\$9,440
5.3	Budget and Schedule		8		8	12							28	\$6,620	\$6,620
	Task 5 Subtotal												74	\$17,470	\$17,470
	Labor Hours Total		96	20	146	116	38	296	186	50	27	24	985	\$168,860	\$168,860
	Labor Dollars Total		\$27,840	\$5,800	\$28,220	\$28,420	\$5,700	\$39,960	\$25,110	\$0	\$2,970	\$2,040		\$168,860	\$168,860
	Subconsultants Reimbursable Expenses														
	RICK Reimbursable Expenses														\$3,800
	REIMBURSABLE EXPENSES														\$3,800
	GRAND TOTAL														\$172,660



ATTACHMENT B
Hourly Rates – California Offices
March 1, 2024 – June 30, 2025

Principal Consultant (Special Projects)	\$300.00	Principal Stormwater Project Manager	\$ 200.00
Principal	290.00	Associate Stormwater Project Manager	185.00
Associate Principal	270.00	Assistant Stormwater Project Manager	165.00
Associate/Manager	250.00	Principal Stormwater Specialist	145.00
Expert Witness	450.00	Associate Stormwater Specialist	135.00
Court Appearance per half day or part	1,800.00	Assistant Stormwater Specialist	120.00
Senior Project Manager/Engineering Manager	\$ 245.00	GIS Manager	\$200.00
Principal Project Engineer/Manager	230.00	GIS Asset Manager	195.00
Associate Project Engineer/Manager	205.00	GIS Programmer	170.00
Assistant Project Engineer/Manager	190.00	Principal GIS Project Manager	190.00
Principal Engineering Designer	170.00	Associate GIS Project Manager	175.00
Associate Engineering Designer	150.00	Assistant GIS Project Manager	160.00
Assistant Engineering Designer	135.00	Principal GIS Analyst	150.00
Principal Engineering Drafter	130.00	Associate GIS Analyst	140.00
Associate Engineering Drafter	120.00	Assistant GIS Analyst	125.00
Assistant Engineering Drafter	110.00	Graphics Designer	145.00
Senior Technical Manager	195.00	CAD Manager	180.00
Senior Transportation/Traffic Engineer	\$ 240.00	Field Supervisor	\$ 220.00
Principal Transportation/Traffic Engineer	230.00	One-person Survey Party	180.00
Associate Transportation/Traffic Engineer	205.00	One-person Survey Party with Robotics	230.00
Assistant Transportation/Traffic Engineer	190.00	Two-person Survey Party	280.00
Principal Transportation/Traffic Designer	170.00	Three-person Survey Party	380.00
Associate Transportation/Traffic Designer	150.00	3D Laser Scanning Crew (One-Person)	\$ 210.00
Assistant Transportation/Traffic Designer	135.00	3D Laser Scanning Crew (Two Person)	310.00
Principal Planner II	\$ 220.00	Principal 3D Laser Scanning Project Manager	\$ 200.00
Principal Planner I	205.00	Associate 3D Laser Scanning Project Manager	175.00
Senior Planner II	200.00	Assistant 3D Laser Scanning Project Manager	165.00
Senior Planner I	185.00	Principal 3D Laser Scanning Specialist	145.00
Associate Planner	160.00	Associate 3D Laser Scanning Specialist	135.00
Assistant Planner	140.00	Assistant 3D Laser Scanning Specialist	125.00
Planning Technician	120.00	Principal 3D Laser Scanning Technician	115.00
Principal Project Landscape Architect/Manager	\$ 205.00	Associate 3D Laser Scanning Technician	105.00
Associate Project Landscape Architect/Manager	185.00	Assistant 3D Laser Scanning Technician	95.00
Assistant Project Landscape Architect/Manager	165.00	Photogrammetry Supervisor	\$185.00
Principal Landscape/Urban Designer	140.00	Principal Photogrammetrist	160.00
Associate Landscape/Urban Designer	130.00	Associate Photogrammetrist	130.00
Assistant Landscape/Urban Designer	115.00	Assistant Photogrammetrist	120.00
Director of Environmental Planning Services	\$ 245.00	Principal Survey Analyst	\$195.00
Principal Environmental Project Manager	210.00	Associate Survey Analyst	160.00
Associate Environmental Project Manager	195.00	Assistant Survey Analyst	130.00
Assistant Environmental Project Manager	180.00	Associate Project Administrator	\$ 100.00
Principal Environmental Planner/Analyst	165.00	Assistant Project Administrator	80.00
Associate Environmental Planner/Analyst	145.00	Administrative Assistant/Manager	85.00
Assistant Environmental Planner/Analyst	125.00		
Environmental Technician	110.00		
Principal Water Resources Engineer/Manager	\$ 235.00		
Principal Water Resources Designer	170.00		
Associate Water Resources Designer	150.00		
Assistant Water Resources Designer	135.00		

Rates subject to change for prevailing wage contracts.

When authorized, overtime shall be charged at the listed rates times 1.5.

Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.

A fifteen (15) percent fee for administration, coordination and handling will be added to all subcontracted services.



DIRECTORS ACTION BY UNANIMOUS WRITTEN CONSENT BY THE DIRECTORS OF GLENN A. RICK ENGINEERING & DEVELOPMENT COMPANY, a California corporation

Pursuant to the California Corporations Code (California Revised Statutes), the directors of Glenn A. Rick Engineering & Development Company, dba Rick Engineering Company, a California corporation, hereby consent to the following action without a meeting:

RESOLVED, that following officers of the corporation are authorized to enter into contracts on behalf of the corporation:

- | | |
|--|-------------------------------|
| President & CEO: | Kai E. Ramer |
| Vice President, R.O.O., & Corporate Secretary: | Timothy W. Gabrielson |
| Vice President & R.O.O.: | Donald A. Druse |
| Vice President & R.O.O.: | Kevin R. Gibson |
| Vice President: | Roger L. Ball |
| Vice President: | Edgar A. Camerino |
| Vice President: | Kelly Druse |
| Vice President: | Carson P. Edgington |
| Vice President: | Robert K. Fitch |
| Vice President: | Venkat Gummadi |
| Vice President: | Kevin Hall |
| Vice President: | Brendan C. Hastie |
| Vice President: | Jayne M. Janda-Timba |
| Vice President: | Brian F. Mooney |
| Vice President: | Brooke Peterson |
| Vice President: | Patricia M. Trauth |
| Assistant Corporate Secretary: | Jennifer L. Gaebe |
| Assistant Vice President: | Dennis G. Armstrong |
| Assistant Vice President: | Troy Bales |
| Assistant Vice President: | Michael Banta |
| Assistant Vice President: | Bill Brooks |
| Assistant Vice President: | Kristofer Carlstedt |
| Assistant Vice President: | Raun S. Connely |
| Assistant Vice President: | Jason Dineen |
| Assistant Vice President: | Nick Dorner |
| Assistant Vice President: | Geoffrey H. Dye |
| Assistant Vice President: | Randy Hager |
| Assistant Vice President: | Hoon Hahn |
| Assistant Vice President: | Joseph G. Hammond |
| Assistant Vice President: | Robert Hennessy |
| Assistant Vice President: | Jeff Hunt |
| Assistant Vice President: | Kristina Hysler |
| Assistant Vice President: | Brian Jaquess |
| Assistant Vice President: | Mark M. Jugar |
| Assistant Vice President: | Blake Junak |
| Assistant Vice President: | Travis Koch |
| Assistant Vice President: | Brian P. Laird |
| Assistant Vice President: | M. Scott Lillibridge |
| Assistant Vice President: | Thomas E. Martin |
| Assistant Vice President: | John Meng |
| Assistant Vice President: | Richard C. O'Neill |
| Assistant Vice President: | Britt Palmberg |
| Assistant Vice President: | Shavger Rehani |
| Assistant Vice President: | Walter (Derick) F. Schumacher |
| Assistant Vice President: | Eric Sostrom |
| Assistant Vice President: | Brian R. Stephenson |
| Assistant Vice President: | Karen Van Ert |
| Assistant Vice President: | Kristin Werksman |
| Assistant Vice President: | Michael S. While |
| Assistant Vice President: | Thomas Zanetti |

There being no further business to be brought before the board of directors, the above resolution is consented to.



Kai E. Ramer, President & CEO

February 11, 2025



CERTIFICATE OF LIABILITY INSURANCE

Attachment "2"

DATE (MM/YY)	Item 5.
12/27	

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 Cavnagac 451 A Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department PHONE (A/C No. Ext): 619-744-0574 E-MAIL ADDRESS: certificates@cavnagac.com	FAX (A/C, No): 619-234-8601													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B : Continental Casualty Co.</td> <td>20443</td> </tr> <tr> <td>INSURER C : Amer Cas. Co of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER D : XL Specialty Company</td> <td>37885</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Company	20508	INSURER B : Continental Casualty Co.	20443	INSURER C : Amer Cas. Co of Reading, PA	20427	INSURER D : XL Specialty Company	37885	INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED Rick Engineering Company 5620 Friars Road San Diego, CA 92110	RICKENG-01														

COVERAGES **CERTIFICATE NUMBER:** 1129227169 **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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Separation of In GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		6076046485	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible \$ 0
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	6076046499	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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	WC 6 76046521	1/1/2025	1/1/2026	<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
D	Professional Liability			DPR5032940	8/15/2024	8/15/2025	Each Claim \$5,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: All Operations. Additional Insured coverage applies to General and Automobile Liability for City of Escondido per policy form. Primary coverage applies to General Liability per policy form. Waiver of subrogation applies to Automobile Liability per policy form. Prof. Liab. - Claims made, defense costs included within limit.

CERTIFICATE HOLDER

CANCELLATION

City of Escondido 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 
--	--

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

2002000827017725824995



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

- 1. The **bodily injury** or **property damage**; or
 - 2. The offense that caused the **personal and advertising injury**;
- for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

2002000827017725824996



Architects, Engineers and Surveyors General Liability Extension Endorsement

services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: *The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.*

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

- 1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
- 2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

City of Escondido
Business License Division
201 N Broadway
Escondido, CA 92025

Attachment #2

CITY OF ESCONDIDO BUSINESS LICENSE CERTIFICATE

Item 5.

Rick Engineering Company
Attn: Corie Barrigan
5620 Friars Road
San Diego, CA 92110

Business License No: 212699
Expiration Date: 05/31/2026
Business Type: SERVICE
Ownership: CORPORATION

**Access your account online at ols.escondido.org
using your renewal code**

Renewal Code: V9QN6KD6

IMPORTANT INFORMATION

- Please verify all information. If any changes occur, please contact the Business License Division at (760) 839-4659.
- Remember to renew your Business License within one month of the Expiration Date, even if you don't receive a Renewal Notice. Payments postmarked or paid on-line after the Penalty Date will incur late penalties of 25% per month.
- Closing your business or no longer working in Escondido? You must sign, date and return your Renewal Notice to close your account.
- Please display the Certificate below in public view.
- Escondido's business licenses are issued for revenue purposes. The issuance or possession of a license confers no rights or privileges and only serves to prove that a business tax has been paid for the period specified on the license certificate. Licenses are not deemed regulatory in any way and are not proof of compliance with zoning, building, or any other regulations of the city.

Thank you for doing business in the City of Escondido!

FOLD OR DETACH HERE FOR DISPLAY

BUSINESS LICENSE CERTIFICATE

This certificate is to be displayed at your place of business. It is issued without verification that the holder is subject to or exempt from licensing by the State of California. This certificate does not constitute a permit to operate a business in violation of any law or ordinance.

Business License Number: 212699

Business Name: Rick Engineering Company

Business Location: 5620 Friars Road
San Diego, CA 92110

Business Phone: 619-908-3516

Owner/ Officer: Kai E Ramer
Timothy Gabrielson

NPDES:

POST IN A CONSPICUOUS PLACE - NOT TRANSFERABLE

CITY OF ESCONDIDO

201 N Broadway
Escondido, CA 92025
(760) 839-4659

Expiration Date: 05/31/2026
NAICS#: 541330 - Engineering Services

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IP: 174.243.212.150



10 / 06 / 2025
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The document has been completed.

RESOLUTION NO. 2026-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A FIRST AMENDMENT TO THE CONSULTING AGREEMENT WITH RICK ENGINEERING AND DEVELOPMENT CO. FOR ON-CALL CONSULTANT SERVICES FOR CONTINUED STAFF AUGMENTATION SERVICES FOR THE DEVELOPMENT SERVICES DEPARTMENT

WHEREAS, the Development Services Department has a Consulting Agreement with RICK Engineering and Development Co. (“Consultant”) for on-call services to augment Planning and Engineering staff capacity for the review of entitlement applications and support in long range planning; and

WHEREAS, on October 1, 2025, City Council authorized a Consulting Agreement (“Contract”) with the Consultant; and

WHEREAS, the cost to provide services through June 30, 2026 will exceed the annual contract price of \$200,000; and

WHEREAS, the Development Services adopted operating budget (Planning Services) identifies \$250,000 for professional service costs and as such the remaining \$50,000 will be added to this contract; and

WHEREAS, private development project Planning Case No. PHG20-0035 (“Solaris Business Park Specific Plan”) requires review of a project-specific draft environmental impact report (DEIR) with cost to be borne by the project applicant (not to exceed \$20,000); and

WHEREAS, the Development Service adopted operating budget requires a budget adjustment authorization in the amount of \$160,000 for purposes of support in developing Objective Design Standards; and

WHEREAS, the First Amendment would extend the Contract through end of fiscal year 2027 and therefore the remaining \$458,700 would be budgeted for the upcoming fiscal year in addition to the fiscal year 2026 amount; and

WHEREAS, it is in the City's best interest to execute the First Amendment to the Consulting Agreement with RICK Engineering and Development Co. for on-call services to augment Planning and Engineering staff capacity for the review of entitlement applications and support in long range planning in the amount of \$230,000 for fiscal year 2026 and \$458,700 for fiscal year 2027; and

WHEREAS, the Project is exempt from environmental review pursuant to CEQA Guidelines Section 15378(b)(5) (Not a "Project") in that this is an administrative activity of the City of Escondido that will not result in direct or indirect physical changes in the environment as it continues a contract for staff service and support; and

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

1. That the above recitations are true.
2. The Mayor is authorized to execute, on behalf of the City, a First Amendment to a Consulting Agreement with RICK Engineering and Development Co., which is attached and incorporated in this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
FIRST AMENDMENT TO CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO
 a California municipal corporation
 201 N. Broadway
 Escondido, CA 92025
 Attn: Veronica Morones
 760-839-4548
 ("CITY")

And: GLENN A. RICK ENGINEERING AND DEVELOPMENT CO.
 a California corporation
 5620 Friars Road
 San Diego, CA 92110
 Attn: Brooke Peterson
 619-291-0707
 ("CONSULTANT").

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

WHEREAS, the Parties entered into that certain Consulting Agreement dated October 6, 2025 ("Agreement"), wherein CITY retained CONSULTANT to provide services provision of on-call planning and engineering plan review services, as more specifically described in the Agreement; and

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

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

1. In addition to those services described in the Agreement, the CONSULTANT shall furnish all of the Services described in "Attachment A" to this First Amendment.
2. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this First Amendment and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without

obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

3. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **\$688,700**; \$230,000 for fiscal year 2026 and \$458,700 for fiscal year 2027 pursuant to the conditions contained in "Attachment A" to this First Amendment. The contract price of this First Amendment (\$688,700) is assigned as described in Attachment A and will bring the total contract price of the Agreement to **\$888,700**.
4. All other terms of the Agreement not referenced in this First Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this First, this First Amendment shall prevail.
5. This First Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
6. This First Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this First Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
7. Unless a different date is provided in this First Amendment, the effective date of this First Amendment shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

CO.

GLENN A. RICK ENGINEERING AND DEVELOPMENT

Date: _____

Brooke Peterson, Principal

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

Glenn A. Rick Engineering and Development Co., a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with continued consulting services related to storm water plan review, planning entitlement application review, environmental document review, and as-needed planning policy expertise.

B. Location

Consultant to provide services in relation to the City's Development Services Department's storm water plan review, planning discretionary review, and planning environmental and project expertise. It is anticipated that services will be provided at both Escondido City Hall located at 201 N. Broadway, Escondido, CA 92025, and various remote locations.

C. Services

Consultant 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 this Agreement (including this Scope of Work) and Exhibit 1, the terms of this Agreement shall prevail. Services shall include Engineering and Planning on-call services regarding storm water plan review, planning entitlement application review, environmental document review, and as-needed planning policy expertise.

1. Engineering On-Call Services

- a. Technical assistance for the review of Storm Water Quality Management Plans (SWQMP) for land development projects.
 - i. Services will be provided for up to two days per week with one being on-site and for up to 25 unique SWQMPs.
 - ii. All reviews shall confirm compliance with the Escondido Storm Water Design Manual and Municipal Separate Storm Sewer System (MS4) Permit.
 - iii. Typical reviews may consist of Minor, Standard, or Priority Development Projects (PDP), SWQMPs and Hydromodification Management Plans (HMPs).
- b. Project management and reporting (quality control) shall be provided up to 2 hours per month.

2. Planning On-Call Services

- a. Planning review for entitlement applications to include the following:
 - i. Project management of various entitlement applications (conditional use permits, plot plans, etc.);
 - ii. Review of environmental documents associated to the entitlement application;

- iii. Review of post-entitlement plans (building, grading, landscaping, etc.) for compliance with conditions of approval;
 - iv. Preparation of staff reports; and
 - v. Other duties related to Planning Services activities.
- b. Environmental document review in support of staff-assigned entitlement applications or for larger environmental projects.
- i. Contingent Scope Item: Environmental Document Review for Entitlement Application No. PHG20-0035 – Solaris Business Park Specific Plan
 - 1. This scope of work is contingent on receipt of deposit funds from the project proponent.
- c. Planning expertise as-needed to include, but not limited to; historical preservation, long range planning, or cultural resources.
- i. Contingent Scope Item: Long Range Planning Project - Objective Development Standards
 - 1. This scope of work is contingent on budget allocation and City prioritization.

D. Scheduling

Consultant to schedule specific dates of work in advance by contacting the following City staff members respective to the areas of work:

Storm Water Review	Leia Cabrera	leia.cabrera@escondido.gov
Planning Services	Veronica Morones	veronica.morones@escondido.gov

Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The price of this First Amendment shall not exceed **\$888,700**; with \$183,700 assigned to Engineering on-call services, \$525,000 assigned to Planning on-call services, \$160,000 assigned to Long Range Planning Project – Objective Design Standards contingent on City prioritization, and \$20,000 assigned to Environmental Document Review for Entitlement Application No. PHG20-0035 contingent upon the receipt of applicant fees. The contract price of this First Amendment (\$688,700) is assigned as described in Attachment A and will bring the total contract price of the Agreement to **\$888,700**.

Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice. Consultant shall not bill the City for any transportation costs associated with travel to and from the project site.

Rates for services as described in **Exhibit 2** to this Scope of Work, which is attached hereto and incorporated by this reference, shall remain firm throughout the term of this Agreement.

F. Term

The term of this First Amendment shall be for a period of **26-months**, commencing on the Effective Date of this First Amendment.

G. Other

Consultant acknowledges that this Agreement is being entered into on an interim basis and shall only remain in effect while the City undertakes the filling of staff positions in its Planning Services necessary to meet entitlement application processing demands. As Planning Services staff positions become filled, Consultant may be requested to continue the review of assigned projects to completion while no new projects will be assigned.

ATTACHMENT "B" Personnel List

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

1. Brooke Peterson, AICP, Director of Planning and Design/Principal
bpeterson@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
2. Greg Mattson, AICP, Project Manager
gmattson@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
3. Shannon Baer, Senior Planner I
sbaer@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
4. Sydney Rankmore, Senior Planner I
srankmore@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
5. Julia Hill, Associate Planner
jhill@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
6. Natalie Trane, Associate Planner
ntrane@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
7. Sophia Johnson, Assistant Planner
sjohnson@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
8. Sal Sanchez, Assistant project Engineer/Manager
ssanchez@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
9. Juan Alberto Bonilla, Planner/Urban Designer (lead)
jbbonilla@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
10. Lori Spar, Environmental Project Manager
lspar@reconenvironmental.com
RECON Environmental (Sub-Consultant);
11. Nick Larkin, Environmental Project Manager
nlarkin@reconenvironmental.com
RECON Environmental (Sub-Consultant);

- 12. Cailin Lyons, Biology Director
clyons@reconenvironmental.com
RECON Environmental (Sub-Consultant);

- 13. Carmen Zepeda-Herman, Senior Archaeologist
czepeda@reconenvironmental.com
RECON Environmental (Sub-Consultant);

- 14. Jessica Fleming, Noise, Air Quality and GHG Specialist
jfleming@reconenvironmental.com
RECON Environmental (Sub-Consultant);

- 15. Morgan Weintraub, Associate Project Manager (lead)
mweintraub@reconenvironmental.com
RECON Environmental (Sub-Consultant);

- 16. Leah Boyer, Associate Project Manager
lboyer@reconenvironmental.com
RECON Environmental (Sub-Consultant);

- 17. Wendy Loeffler, Environmental Program Manager/Senior Biologist
wloeffler@reconenvironmental.com
RECON Environmental (Sub-Consultant);

- 18. Mekela Mangrich, Senior Biologist
mmangrich@reconenvironmental.com
RECON Environmental (Sub-Consultant);

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

Acknowledged by:

Date: _____

Brooke Peterson, Principal



STAFF REPORT

May 6, 2026

File Number 0600-10; A-3488-2

SUBJECT

APPROVE SECOND AMENDMENT TO CONSULTING AGREEMENT FOR THE SOUTH ESCONDIDO ACCESS IMPROVEMENTS PROJECT

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-47 authorizing the Mayor to execute, on behalf of the City, a Second Amendment to the Consulting Agreement dated February 21, 2024 with STC Traffic, Inc. ("STC") in the amount of \$26,600 for the South Escondido Access Improvements Project ("Project") which shall bring the current contract price to \$486,176, and authorizing the City Engineer to execute additional amendments if needed for up to \$30,000 which will bring the total contract price to \$516,176.

Staff Recommendation: Approval (Kevin Snyder, Development Services Director and Jason Christman, Interim City Engineer)

Presenter: Jason Christman, Interim City Engineer

ESSENTIAL SERVICE – Yes, Public Works/Infrastructure

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

In 2023, the Federal Highway Administration ("FHWA"), through the Highway Infrastructure Program ("HIP"), allocated \$1.4 million to the City of Escondido for this Project, referred to as the South Escondido Access Improvements Project as part of the Community Project Funding/Congressionally Directed Spending ("CPFCDs") Program. There are adequate funds in the CIP budget to fund this Project which was titled Centre City Parkway Signals Project in the adopted CIP Budget.

The additional budget being recommended by Staff is adequate to perform the extended scope of work and services required to complete the additional environmental evaluations as required by Caltrans in order to receive NEPA and CEQA approval. With the addition of the proposed Second Amendment, the total cumulative agreement price would increase to \$486,176, with an additional \$30,000 as needed to complete the design to be authorized by the City Engineer for a total contract price of \$516,176.



CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

On May 25, 2022, the City Council approved the Local Roadway Safety Plan that identified the highest priority locations for future safety improvements after considering all Citywide collision data over a five-year timeframe. The plan included the Centre City Parkway Signals Project as one of six priority projects.

On December 6, 2023, the City Council adopted Resolution No. 2023-132 authorizing execution of a Consulting Agreement with STC in the amount of \$299,121 for the engineering design services of the Project.

On June 11, 2025, the City Council adopted Resolution No. 2025-42 authorizing the First Amendment to the Consulting Agreement with STC in the amount of \$160,455 for additional engineering design services and support during bidding and construction of the Project.

BACKGROUND

The Project will improve the intersections of Centre City Parkway/South Escondido Boulevard and Centre City Parkway/Brotherton to control movements through the intersections and calm traffic with the goal of increasing safety, improving pedestrian access, and minimizing impacts on traffic congestion.

The City Council adopted Resolution No. 2023-132 authorizing execution of a Consulting Agreement with STC on December 6, 2023 for engineering design services for the Project. Included in the scope of work under this contract was a preliminary evaluation for:

1. Analyzing traffic signal alternatives at the intersection of Centre City Parkway/Brotherton;
2. Analyzing intersection layout alternatives for the intersection of Centre City Parkway/Brotherton;
3. Analyzing intersection layout alternatives for the intersection of Centre City Parkway/South Escondido Boulevard with a focus on restricting left turns and adjusting the signing and striping around this intersection; and
4. Performing a traffic corridor analysis.

The goal of the preliminary evaluation was to determine which alternatives would be most effective in addressing the City’s needs of increasing pedestrian and vehicular safety and improving pedestrian access while minimizing congestion in the area.

Upon completion of the preliminary evaluation, it was determined that installing a pedestrian signal at the intersection of Centre City Parkway/Brotherton and installing a traffic signal at the intersection of Centre City Parkway/South Escondido Boulevard would meet all of the Project goals of increasing safety, improving pedestrian access, and will result in minimizing congestion in the corridor. Upon completion and submittal of the Preliminary Environmental Survey to Caltrans, the City was informed that Caltrans is



CITY of ESCONDIDO

STAFF REPORT

requiring the City to perform a Cultural Resources Technical Study which was not anticipated in the original scope of services needed.

An amendment to the agreement with STC, the engineering design consultant, is requested based on the additional requirements being imposed by Caltrans in order to obtain environmental approval for the Project. Staff recommends a contract amendment with STC in the amount of \$26,600 to complete the additional study and survey in order to gain NEPA and CEQA approval for the Project.

Project Status:

The Project is in the design phase, with the 90% design level documents currently under review. The amendment will allow STC to complete the environmental requirements in order to obtain NEPA and CEQA approval of the Project, which are both required in order to receive the earmarked funds through the CPFCDs Program. In the event that additional studies or work is determined to be required to complete the design of the Project and successfully obtain the earmarked funds, we would like authorization for the City Engineer to sign future amendments not to exceed the sum of \$30,000 beyond the cumulative contract price following the currently proposed Second Amendment.

RESOLUTIONS

- a. Resolution No. 2026 – 47
- b. Resolution No. 2026 – 47— Exhibit “A”— Second Amendment to the Consulting Agreement

RESOLUTION NO. 2026-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A SECOND AMENDMENT TO THE CONSULTING AGREEMENT WITH STC TRAFFIC, INC. FOR THE DESIGN OF THE SOUTH ESCONDIDO ACCESS IMPROVEMENTS PROJECT, AND AUTHORIZING THE CITY ENGINEER TO APPROVE CERTAIN SUBSEQUENT AMENDMENTS

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program (“CIP”) Budget for the South Escondido Access Improvements Project (“Project”); and

WHEREAS, on December 6, 2023, the City Council adopted Resolution No. 2023-132 authorizing execution of a Consulting Agreement with STC Traffic, Inc. in the amount of \$299,121 for the engineering design services of the Project; and

WHEREAS, on June 11, 2025, the City Council adopted Resolution No. 2025-42 authorizing the First Amendment to the Consulting Agreement with STC Traffic, Inc. in the amount of \$160,455, bringing the total contract price of the Agreement to \$459,576; and

WHEREAS, additional design services are required of STC Traffic, Inc. to support the permitting of the Project in the amount of \$26,600; and

WHEREAS, approval of the proposed Second Amendment will bring the total contract price of the Agreement to \$486,176; and

WHEREAS, flexibility for the City Engineer to approve additional amendments up to an amount of \$30,000 if they become necessary will help ensure completion of design services and will bring the total contract price of the Agreement to \$516,176.

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 Mayor is authorized to execute, on behalf of the City, a Second Amendment in the amount of \$26,600 to the Consulting Agreement with STC Traffic, Inc., which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.
3. That the City Engineer is authorized to approve subsequent amendments to the Agreement with STC Traffic, Inc. regarding the Project not to exceed \$30,000 beyond the cumulative Agreement price following the Second Amendment.



CITY OF ESCONDIDO
SECOND AMENDMENT TO CONSULTING AGREEMENT

This Second Amendment to Consulting 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: Jason Christman
760-839-4615
("CITY")

And: STC Traffic, Inc.
a California corporation
5973 Avenida Encinas, Suite 218
Carlsbad, CA 92008
Attn: Jason Stack
760-602-4209
("CONSULTANT").

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

WHEREAS, the Parties entered into that certain Consulting Agreement dated February 21, 2024, which was subsequently amended by a First Amendment dated June 18, 2025 (collectively, the “Agreement”), wherein CITY retained CONSULTANT to provide services for the South Escondido Access Improvements Project, as more specifically described in the Agreement; and

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

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

1. The CONSULTANT shall furnish all of the Services described in “Attachment A” to this Second Amendment.
2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **\$26,600**, 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.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

STC Traffic, Inc.

Date: _____

Jason Stack, TE, PTOE, President

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

BY: _____

DATE: _____

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

ATTACHMENT "A" Scope of Work

A. General

STC Traffic, Inc., a California corporation ("Consultant") will continue to provide the City of Escondido, a California municipal corporation ("City") with consulting services related to the City's South Escondido Access Improvements Project ("Project").

B. Location

Consultant will continue to provide services in relation to the City's South Escondido Access Improvements Project, including certain services located at the intersections of Centre City Parkway and Brotherton Road, and Centre City Parkway and South Escondido Boulevard.

C. Services

In addition to those services describe in the Agreement, Consultant 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 the Agreement, this Second Amendment (including this Scope of Work) and Exhibit 1, the terms of this Agreement and the Second Amendment shall prevail. Services shall generally include:

1. Performing a Cultural Resources Technical Study as required by Caltrans in order to obtain NEPA and CEQA approval.

D. Scheduling

Consultant to schedule specific dates of work in advance by contacting Nicholas Josten at 760-839-4655 or nick.josten@escondido.gov. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price of this Second Amendment shall not exceed **\$26,600**. The contract price of this Second Amendment (\$26,600) will bring the total contract price of the Agreement to **\$486,176**. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice. Consultant shall not bill the City for any transportation costs associated with travel to and from the project site.

F. Term

The term of this Second Amendment shall be from the Effective Date of this Second Amendment through **June 30, 2028**.

G. Other

Consultant's duties and services under this Second Amendment shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract between Consultant and the City. The City entering this Second Amendment shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of Project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent

phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.



South Escondido Access Improvements Project

March 23, 2026



Attn: Nicholas Josten
City of Escondido Development Services
201 North Broadway
Escondido, CA 92025

RE: South Escondido Access Improvements Project – Proposal Revisions

Dear Mr. Josten,

STC would like to request approval of Amendment 2 for Helix Environmental Planning (Helix) to continue providing environmental consulting services for the South Escondido Access Improvements Project under *STC's existing contract*.

Please see the attached letter proposal for Helix to provide additional services via this amendment.

We look forward to the opportunity to continue to serve the City.

Sincerely,

Christian Lambarth, Principal Manager
5973 Avenida Encinas, Suite 218
Carlsbad, CA 92008
(313) 671-9113, christian.lambarth@stctrffic.com

Accepted by City _____ Date _____
Name/Title

March 23, 2026

04954.00002.001

Christian Lambarth
STC Traffic
5973 Avenida Encinas, Suite 800
Carlsbad, CA 92008

Subject: Contract Augment to Provide Additional Environmental Consulting Services for the South Escondido Access Improvements Project

Dear Christian:

HELIX Environmental Planning, Inc. (HELIX) is submitting this contract augment (Augment) to STC Traffic (Client) to provide additional environmental consulting services for the South Escondido Access Improvements Project (project) located in the City of Carlsbad, San Diego County. Under our original contract dated February 27, 2024, and amended on July 8, 2025, HELIX outlined its services, including National Environmental Policy Act (NEPA) Approval, California Environmental Quality Act (CEQA) Notice of Exemption, a Cultural Resources Letter Report, an Optional Initial Site Assessment, and Project Management/Meetings (Tasks 1 through 5). The following scope of services provides additional tasks for this project.

SCOPE OF SERVICES

The additional services to be completed by HELIX include the preparation of additional cultural resources documentation. These additional services were identified by the California Department of Transportation (Caltrans) as required to be completed as part of the NEPA clearance process for the project based on unanticipated information resulting from the cultural resources records search and archival research completed for the project. Based on that, the original alignment of Highway 395 is mapped within the project area and extends through the current alignments of both South Escondido Boulevard and Centre City Parkway. Highway 395, as a whole, is eligible for the National Register of Historic Places, and there are contributing and non-contributing segments. The segments in the project area have not been evaluated. Due to this, Caltrans requires the additional analysis and documentation, which was not anticipated and is not within our authorized scope of work.

This scope assumes that report deliverables will be electronic, in Microsoft Word and/or Portable Document Format (PDF), unless otherwise noted.

Task 6 Cultural Resources Technical Studies

Task 6.1 Area of Potential Effects Map

HELIX will prepare an Area of Potential Effects (APE) Map that incorporates the limits of physical disturbance for the project, appropriate buffers from the limits of disturbance, and construction staging areas. HELIX will revise the APE map one time based on comments from Caltrans review. It is assumed that the APE will not be extended to include components of Highway 395 outside of the project area.

Task 6.2 Historic Property Survey Report/Archaeological Survey Report

HELIX will prepare a Historic Property Survey Report (HPSR) and an Archaeological Survey Report (ASR) in the required Caltrans format using the appropriate content and format guidelines on the Caltrans Standard Environmental Reference (SER) website. The additional cultural resources scope required for the HPSR and ASR reports will include contacting the Native American Heritage Commission (NAHC) for a Sacred Lands File Check and a list of Native American contacts and conducting outreach to the Native American representatives recommended by the NAHC to solicit information regarding potential concerns. A field survey will also be conducted to observe and record visible archaeological resources or cultural material within the APE and to document the Highway 395 resource within the APE. A Native American Monitor, contracted through HELIX, will participate in the survey effort. It is assumed that the City of Escondido, on behalf of Caltrans, will conduct any required Native American consultation and provide the results to HELIX for inclusion in the HPSR. HELIX will revise the HPSR and ASR two times based on comments from Caltrans and City of Escondido. The preparation and implementation of an Extended Phase I (XPHI) plan/report or Phase II evaluation plan/report if unevaluated, potentially significant archaeological sites are identified within the APE, is not included in this scope. Any cultural resources evaluated as significant or considered to be historic properties for the purposes of the project would either need to be protected from any potential effects by establishment, or project impacts mitigated through appropriate measures.

Task 6.3 Historical Resources Evaluation Report

The historic alignment of Highway 395 is mapped as running through the current alignments of both South Escondido Boulevard and Centre City Parkway. Highway 395 has been recorded as P-37-033557, and portions of the road were previously evaluated in 2018. However, the segment within the project area has not been previously recorded and evaluated. Based on this, HELIX will prepare a Historical Resources Evaluation Report (HRER) for the project. The HRER will include methodology, documentation of the segment, a brief historic context, and results of the evaluation of the segment under National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR) criteria. One built environment Department of Parks and Recreation (DPR) 523 Form update will be prepared. The scope assumes that the segments of Highway 395 within the project area are ineligible for listing in the NRHP and CRHR.

Deliverables:

- Draft and Final APE Map
- Draft, Revised, and Final HPSR/ASR
- Draft, Revised, and Final HRER

SCHEDULE

HELIX will continue to work with the Client in a timely and professional manner in accordance with the Terms and Conditions attached and incorporated herein by reference as Exhibit A. These Terms and Conditions are a material part of this Augment.

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX submits this cost estimate not to exceed \$26,600 (a breakdown of which is provided below), which brings our currently authorized amount from \$40,507 to \$67,107. All work shall continue to be invoiced on a time and materials basis pursuant to Exhibit B, Schedule of Fees. Payment terms are net 30 days pursuant to the Terms and Conditions referenced herein.

<u>Task Number</u>	<u>Task Name</u>	<u>Cost</u>
6.1	APE Map	\$1,900
6.2	HPSR/ASR	14,800
6.3	HRER	<u>9,900</u>
TOTAL		\$26,600

EXECUTION OF AUGMENT

This quote is good for 30 days from the date of this letter. This Augment will become a contract upon HELIX's receipt of this original, including any Exhibits, signed by an authorized representative of Client.

We look forward to continuing our work with you on this project. If you have any questions concerning this Augment, please contact Tim Belzman at (619) 462-1515 or TimB@helixepi.com.

Sincerely,



Andrea S. Bitterling
Planning Division Manager

Enclosures: Exhibit A, Terms and Conditions
Exhibit B, Schedule of Fees

I hereby authorize HELIX to continue work in accordance with this Augment and the attached Terms and Conditions and Schedule of Fees.

STC TRAFFIC

A ___ corporation, OR a ___ limited liability company, OR a ___ general partnership or limited partnership (select one).

Signed by: _____ Printed: _____

Title: _____ Date: _____

To expedite Augment processing, please provide the following information for this contract:

Project Manager

Name: _____

Address:
(if different
from p.1) _____

Phone: _____

Email: _____

Accounts Payable

Name: _____

Address:
(if different
from p.1) _____

Phone: _____

Fax: _____

Email: _____

South Escondido Access Improvements Project

Please mail, email, or fax all pages to "ATTN: Controller" at the address or number below. If using your own contract format, please attach and return it with this Agreement.

Address: HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942

Email: StephanieJ@helixepi.com

Fax: 619.462.0552

The following Terms and Conditions are made a part of the letter agreement/proposal (Agreement) between HELIX and Client and supersede any conflicting Terms and Conditions proposed by Client, unless HELIX agrees to such Terms and Conditions in writing.

ARTICLE 1. SCOPE OF WORK AND STANDARD OF PERFORMANCE

HELIX will perform the work outlined in the Agreement and any services approved by Client under Article 3 (the Services). HELIX will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of HELIX's profession practicing at the time under similar conditions in the geographic area of Client's project. HELIX makes no other representation, expressed or implied, nor no other warranty or guarantee under this Agreement or in any report, opinion or document provided hereunder.

ARTICLE 2. COMPENSATION

Client agrees to pay HELIX compensation for the Services in accordance with the rates set forth in Exhibit B. HELIX shall invoice Client monthly or as otherwise agreed. Client agrees to pay HELIX within thirty (30) days of the date of invoice. If payment is not paid when due, then such sum shall bear interest at 1½ percent per month on the unpaid balance, not to exceed the maximum legal rate of interest.

ARTICLE 3. CHANGES AND ADDITIONAL WORK

Client may request or HELIX may recommend or request, verbally or in writing, a change in the scope in excess of or in addition to the Services ("additional work"). As soon as practical after such request or recommendation, HELIX shall forward to Client a proposal of the costs for such additional work and any adjustment to the payment schedule and time for performance. Client shall approve or disapprove the proposal, in writing. If approved, HELIX shall perform the extra work in accordance with the Terms and Conditions herein.

Notwithstanding the foregoing, however, if Client verbally approves the extra work and HELIX has performed the same, then Client agrees to pay HELIX the amount and pursuant to the payment schedule as set forth in its proposal.

ARTICLE 4. LIMITATION OF LIABILITY

Recognizing the relative risks and benefits of the project for which the Services are being performed, Client agrees to limit the liability of HELIX, its directors, officers, employees, agents, and subcontractors for any and all injuries, claims, losses, expenses, or damages (including incidental or consequential damages) arising out of or in any way related to the Services or the project hereunder, to the lesser of (a) fifty thousand dollars (\$50,000) or (b) the total compensation for the Services hereunder. Such liability includes HELIX's negligence, errors or omissions, strict liability, and breach of contract or warranty. Any claim against HELIX hereunder shall be brought within one (1) year of the completion of the Services herein.

ARTICLE 5. TERMINATION

Either party may terminate this Agreement, either in whole or in part, without cause, by giving the other party thirty (30) days written notice. In such event, Client will pay HELIX for all work performed by it prior to the notice of termination.

In the event of a default, the non-defaulting party shall give the defaulting party ten (10) days' written notice of default. "Default" includes Client's failure to pay HELIX sums due, including additional work pursuant to Article 3. The defaulting party's failure to cure the breach within said ten- (10-) day period shall constitute a material breach of this Agreement and termination of the Agreement.

ARTICLE 6. SUSPENSION OF WORK

Client may suspend the Services, in whole or in part, by giving HELIX reasonable, written notice specifying the work to be suspended. Upon receipt of notice, HELIX shall suspend the work requested and Client shall pay for all Services through the date of suspension and any costs incurred by HELIX in suspending the work.

Thereafter, Client may notify HELIX of its intent to recommence the suspended Services. HELIX will promptly provide Client with any adjusted costs and schedule and, upon Client approval, HELIX shall recommence the Services previously suspended.

ARTICLE 7. PROPRIETARY INFORMATION

HELIX agrees not to disclose to any third person, nor use for the benefit of anyone other than Client, any data, records, financial information, or other confidential or proprietary information, marked as such in writing, arising out of or related to the performance of the Services (Proprietary Information). Client similarly agrees not to disclose to any third person, nor use for the benefit of anyone, Proprietary Information of HELIX.

ARTICLE 8. COMPLIANCE WITH LAWS

HELIX shall comply with and observe applicable federal, state, and local laws, ordinances, rules, and regulations having jurisdiction over HELIX or the performance of the Services in effect during the term of this Agreement.

ARTICLE 9. FORCE MAJEURE

Client will grant extensions of time and increase the compensation to HELIX to the extent that HELIX's performance hereof is delayed due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of HELIX making it impracticable or unable to perform such obligation, including but not limited to natural catastrophes, restraint by court order or public authority, and action or nonaction by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority which, by exercise of due diligence, HELIX (a) could not reasonably have been expected to obtain or (b) has been unable to overcome. HELIX will notify Client immediately of any such delay or anticipated delay, and Client will extend the date of performance for a period equal to the time lost by reason of the delay and will make an equitable adjustment to the compensation in Article 2.

ARTICLE 10. INSURANCE

HELIX maintains the following insurance: (a) Workers' Compensation insurance – statutory limits; (b) Comprehensive Automobile Insurance – combined bodily injury and property damage limit of one million dollars (\$1,000,000) each occurrence; (c) Comprehensive General Liability Insurance – combined bodily/personal injury and property damage limit of one million dollars (\$1,000,000); (d) Professional Liability & Contractors Pollution Legal Liability – limit of one million dollars (\$1,000,000) each occurrence; and (e) Excess Umbrella Liability – limit of two million dollars (\$2,000,000) each occurrence. Upon Client's request, HELIX will furnish evidence that such insurances are in effect. If additional coverage or increased limits of liability is desired, Client may make such request prior to the start of work. HELIX will attempt to obtain the requested coverage or limits, and Client agrees to pay for any additional costs of insurance within ten (10) days of the date of invoice.

ARTICLE 11. AVAILABILITY OF LAND, DATA, AND DIFFERING SITE CONDITIONS (for contracts involving field or construction services)

Client shall furnish the site or obtain access to any site not owned by Client. Client shall notify HELIX of any encumbrances or restrictions specifically related to use of the site with which HELIX must comply in performing the Services. Client will obtain in a timely manner and pay for any fees or charges associated with site access or the encumbrances. Client shall furnish HELIX with a current legal description of the lands upon which the Services are to be performed and Client's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands.

HELIX may rely upon the accuracy of the data contained in Reports and Drawings furnished to it by Client or Client's engineer. Reports and Drawings are defined as (a) reports of explorations and tests of subsurface conditions at or contiguous to the site that have been used by the engineer in documents provided to HELIX; and (b) drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (including underground facilities) that Client or Client's engineer has used in preparing documents provided to HELIX.

If HELIX believes that any subsurface or physical conditions at or contiguous to the site that are uncovered or revealed either (a) is of such a nature as to establish that data on which HELIX is entitled to rely as provided above is materially inaccurate; or (b) is of such a nature as to require a change in the contract; or (c) differs materially from that shown or indicated in documents provided to HELIX by Client or others; or (d) is of an unusual nature and differs materially from conditions ordinarily encountered in work of the character provided for in this contract, then HELIX shall promptly, after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith (except in the event of an emergency), notify Client or its engineer in writing about such conditions. Thereafter, Client or Client's engineer will investigate the conditions. If the existence of the differing site conditions causes an increase in HELIX's cost of or time required for performance of the work, HELIX will receive an equitable adjustment to the contract price and schedule.

HELIX will not be responsible for any hazardous environmental conditions uncovered or revealed at the site. If such conditions are encountered, HELIX shall immediately stop all work and notify Client or Client's engineer. HELIX shall not be required to resume work in connection with such conditions until Client has obtained any required permits and advised HELIX in writing of such conditions and any affected area is or has been rendered safe for the resumption of work; or has specified any special conditions under which such work may be resumed safely; and HELIX shall receive an adjustment to the contract schedule and price accordingly.

ARTICLE 12. GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by and pursuant to the Commercial Rules of the American Arbitration Association then in effect. Any such proceedings shall take place in San Diego, California. In any action or proceeding hereunder, the prevailing party shall be entitled to recover attorneys' fees, filing fees, expert witness fees, and other costs of arbitration or suit.

ARTICLE 13. NOTICES

Any notice from one party to another shall be in writing and delivered personally, by facsimile or by United States mail, registered or certified, return receipt requested, postage fully pre-paid, to the addresses as set forth in the Agreement to the attention of the signatory of this Agreement.

Any notice shall be deemed delivered upon personal service or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. If any party changes its address, such party shall notify the other party as provided in this article.

ARTICLE 14. MISCELLANEOUS

14.1 Successors and Assigns: This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors-in-interest, assigns, and transferees. Neither party can assign this Agreement without the prior written consent of the other party.

14.2 Counterparts: This Agreement may be signed in two or more counterparts, each of which shall constitute an original, but all of which shall be one in the same document.

With the Agreement, these Terms and Conditions and any attached Exhibits constitute the complete and entire contract between the parties and supersedes any previous communications, representations, or agreement, whether oral or written, with respect to the subject matter hereof.



EXHIBIT B SCHEDULE OF FEES

HOURLY RATES

Principal	\$330	Director of Operations	\$250
Principal Planner	\$265-330	Safety Manager	\$225
Principal Biologist/Regulatory Specialist	\$315-330	Senior Construction Project Manager	\$260-330
Principal Noise/Air Quality Specialist	\$265	Construction Project Manager I-III	\$155-230
Principal Landscape Architect	\$240	Assistant Construction Project Manager	\$130
Principal Paleontologist	\$230	Construction Foreman	\$115
Principal Cultural Resources Specialist	\$230-235	Land Manager	\$106
Senior Project Manager	\$205-290	Equipment Manager	\$104
Project Manager	\$160-205	Operator	\$158
Assistant Project Manager	\$125-160	Irrigation Technician	\$140
Senior Environmental Planner	\$170	Senior Restoration Supervisor	\$155
Environmental Planner	\$120-150	Restoration Supervisor I-II	\$134-153
Senior Noise/Air Quality Specialist	\$165-220	Assistant Restoration Supervisor	\$110
Noise/Air Quality Specialist	\$135-150	Restoration Foreman	\$104
Senior Field Director	\$150	Restoration Lead	\$93
Senior Archaeologist/Architectural Historian	\$125-175	Restoration Technician I-III	\$64-93
Senior Archaeology Field Director	\$150	Nursery Manager	\$150
Archaeology Field Director	\$125-135	Nursery Technician	\$55
Asst. Archaeology Field Director	\$110-125	Landscape Architect	\$140-190
Staff Archaeologist/Architectural Historian	\$90-135	Landscape Designer	\$130
Staff Paleontologist	\$125-135	Senior GIS Specialist	\$185-200
Paleontology Technician	\$100-125	GIS Specialist/Graphics Specialist	\$130-185
Environmental Compliance Specialist	\$200	Operations Manager	\$150
Senior Scientist/Regulatory Specialist	\$185-230	Technical Editor	\$120-140
Regulatory Specialist	\$130-150	Clerical	\$75
Biologist	\$120-185		
Assistant Biologist	\$100-110		

CONSULTING SERVICES Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings, and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our standard rates. Overtime also may be charged at one and one-half times our standard rates. Rates are subject to change on a yearly basis.

PAYMENT Invoices will be submitted monthly. Payment on invoices is due within 30 days of receipt.

DIRECT COSTS Certain identifiable direct costs will be charged to the project at cost plus 10%. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage (at IRS rates), communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25 per project day. There will be additional charges for use of noise monitors, GPS, and other field equipment, as well as for plotting, color printing, and aerial photographs.



STAFF REPORT

May 6, 2026

File Number 0600-10; A-3589

SUBJECT

AWARD CONTRACT TO PURCHASE AND INSTALL ORCHESTRA LIFTS AT THE CALIFORNIA CENTER FOR THE ARTS (CCA)

DEPARTMENT

Public Works/Building Maintenance

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-076 approving a Professional Services Agreement with GALA Systems Inc. in the amount of \$753,800 for replacement of the Concert Hall and Main Theatre orchestra lifts at the California Center for the Arts.

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

Presenter: Ed Vasquez, Project Manager

ESSENTIAL SERVICE – Yes, Public Works/Infrastructure, Maintenance of Facilities / Buildings

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

FISCAL ANALYSIS

Currently, there is \$275,000 budgeted in Measure I funds to replace the orchestra stage lift motors at the California Center of the Arts Concert Hall. A budget adjustment is requested in the amount of \$478,000 in Measure I funds to include the replacement of the orchestra stage lifts in the Main Theatre.

PREVIOUS ACTION

None

BACKGROUND

The California Center for the Arts (“CCA”) was built in 1990 and has been serving the community since its opening. The event center is a 12-acre campus that functions as the cultural hub of North San Diego County, offering performing arts, visual arts, and educational programming. It features a 1,500-seat concert hall, a 400-seat theater, a contemporary art museum, art studios, and a conference center. The



CITY of ESCONDIDO

STAFF REPORT

center provides key functions and activities to the community including performing arts, visual arts museum, community events, education events and various types of venues and fairs for the community.

On May 14, 2025, the existing CCAE orchestra stage lifts were evaluated and inspected, and it was determined that the existing motors had outlived their life cycle and further maintenance would only be a temporary repair for the failing motors. Subsequently, City staff reached out to perspective vendors and obtained quotes on repairs and replacement of stage lift motors. Public Works / Building Maintenance staff evaluated the required work and determined it was in the best interest of the City to replace the stage lift motors and obtain a manufacturer's full warranty.

During the FY 2026 budget process, the Concert Hall orchestra stage lift motor replacement was funded in the amount of \$275,000 in Measure I funds. After evaluating the entire orchestra stage lift project at the CCAE, staff realized the savings if the project included the orchestra lifts at the Concert Hall and the Main Theatre due to the economies of scale. Staff projected a minimum savings of \$75,000 by combining the CCAE Concert Hall and Main Theatre orchestra stage lift motor replacement projects.

On February 17, 2026, a notice inviting bids for the replacement for orchestra stage lifts was duly published. On March 23, 2026, one (1) sealed bid was received in response to the advertised request for bids for this Project. The confirmed total for the bid items are listed below:

Gala Systems Inc.	\$753,800.00
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Staff evaluated the proposed bid and has determined that the bid submitted by Gala Systems Inc. to be the lowest most responsive and responsible bid received on March 23, 2026. Staff recommends awarding a Professional Services Agreement and construction contract in the amount of \$753,800.00 to Gala Systems Inc. to replace the Orchestra Lifts at the California Center for Arts, as shown in Attachment "A".

RESOLUTIONS

- a) Resolution No. 2026-76
- b) Resolution No. 2026-76—Exhibit "A"—Professional Services Agreement

ATTACHMENTS

- a) Attachment "1" —Budget Adjustment



BUDGET ADJUSTMENT REQUEST

Department:	Public Works/Building Maintenance	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Ed Vasquez	
City Council Meeting Date: <i>(attach staff report)</i>	May 6, 2026	

EXPLANATION OF REQUEST

California Center for the Arts (CCA) orchestra stage lift motor replacement project. This project includes the orchestra lift motors in the concert hall and theatre. Only the concert hall motors were scheduled for replacement with Measure I funds in FY 2026. Due to project economies of scale, staff included the motors in the theatre in the request for bid package. The amount requested is to cover the replacement orchestra stage lift motors in the theatre.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
CCA Stage Lifts	Repairs and Maintenance, Major Maintenance, Measure I Fund	478,800	
Measure I Local District Tax			478,800

APPROVALS

Signed by: CC1EF06CECF5450...		4/27/2026	Signed by: C0C8E98A934247C...		4/27/2026
DEPARTMENT HEAD		DATE	FINANCE		DATE

RESOLUTION NO. 2026-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC SERVICES AGREEMENT FOR THE PURCHASE AND INSTALLATION OF NEW ORCHESTRA LIFTS AT THE CALIFORNIA CENTER FOR THE ARTS

WHEREAS, California Center for the Arts (“CCA”) was built in 1990; and

WHEREAS, CCA is located at 340 N Escondido Blvd adjacent to City Hall in the City of Escondido, California; and

WHEREAS, the original CCA orchestra stage lifts were installed and have been in use since 1990; and

WHEREAS, on May 14, 2025 the existing CCA orchestra lifts were evaluated and inspected; and

WHEREAS, the CCA orchestra stage lifts were deemed to have exceed their life cycle, and it is necessary to replace the motors, lifts, and associated equipment; and

WHEREAS, during the fiscal year 2026 budget process, the Concert Hall orchestra stage lift replacement was funded by using Measure I funds; and

WHEREAS, staff determined that including the CCA Concert Hall orchestra stage lifts with the CCA Main Theatre stage lifts would create a savings due to economies of scale; and

WHEREAS, on February 17, 2026, a notice inviting bids for the CCA Concert Hall and CCA Main Theatre orchestra lifts was duly published; and

WHEREAS, pursuant to said notice, one (1) sealed bid for the project was opened and evaluated on March 23, 2026; and

WHEREAS, GALA Systems Inc., was determined to be the lowest most responsive and responsible bidder; and

WHEREAS, GALA Systems Inc. submitted a bid in the amount of \$753,800.00; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize a Professional Service Agreement with GALA Systems inc. in the amount of \$753,800.00.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Professional Services Agreement with GALA Systems Inc., in the amount of \$753,800.00, in a substantially similar form to that which is attached to this Resolution as Exhibit "A" and subject to final approval as to form by the City Attorney.
3. That the Council approves Resolution No. 2026-76.



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: Ed Vasquez
760-546-3944
("CITY")

And: GALA SYSTEMS INC.
Stock Corporation - Out of State – Stock
3185 FIRST STREET
ST-HUBERT QC, QCJ3Y8Y6
Attn: Pierre Lebel
(450) 678-7226
("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 **\$ 753,800.00**. CONTRACTOR shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.
4. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONTRACTOR with 10 days' advance written notice. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.
5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
 - b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the

addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

- (3) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.
 - (7) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
 - (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
 - d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
 - f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONTRACTOR fails to comply with

any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

7. Bonds.

- a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:
 - (1) *Faithful Performance Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.
 - (2) *Labor and Materials Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.
- b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.
- c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.
- e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.

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

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

the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.

- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
 - c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.
9. 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.
 10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
 11. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
 12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.
 13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and 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.
 14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
 15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
 16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
 17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City

is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.
20. 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.
21. 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.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. 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.
24. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any 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.

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

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

GALA SYSTEMS INC.

Date: _____

Signature

Pierre Lebel, Chief Financial Officer

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

Gala Systems, Inc., a Stock Corporation - Out of State - Stock ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with orchestra lift service and repair services.

B. Location

Contractor will provide services at the City's facility located at 340 N. Escondido Blvd., Escondido, CA 92029.

C. Services

The project consists of site improvements to renovate three Orchestra lifts in two of the theatres, "The Lyric and Community Theatre" within the California Center for the Arts, Escondido Building ("CCA"). Improvements include removal and replacement of existing orchestra lifts. Furnish all necessary material and equipment to complete the works per plans, specs and bid schedule located at 340 N. Escondido Blvd., Escondido, CA 92025.

D. Scheduling

Contractor to schedule specific dates of work in advance by contacting Ed Vasquez at 760-546-3944 or Eduardo.vasquez@escondido.gov. Work shall be performed in-between the hours of 8 a.m. and 4:30 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 \$ 753,800.00. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

F. Term

The term of this Agreement shall be for **one year**, commencing on the Effective Date of the Agreement.



STAFF REPORT

May 6, 2026

File Number 0910-10

SUBJECT

LIBRARY INFRASTRUCTURE PROJECT FINAL CHANGE ORDER

DEPARTMENT

Community Services/Library

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-075 authorizing the Mayor to execute a change order with Southwest Construction Services, Inc. in the amount of \$1,345,450.60 for the Library Infrastructure Project (“Project”).

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

Presenter: Ed Vasquez, Project manager

ESSENTIAL SERVICE - Yes, Public Works/Infrastructure

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

FISCAL ANALYSIS

The City of Escondido received a \$10 million Building Forward Library Infrastructure Program Grant to replace critical infrastructure including lighting, windows, roof, and HVAC systems. The grant allows for consulting, labor, and materials. It excludes furniture, fixtures, equipment, and certain technology items.

The City Council approved a budget adjustment for \$815,000 of Capital funding from the General Fund to increase the Library Infrastructure Project budget to cover the cost of replacing the windows not originally included with the Building Forward Library Infrastructure Program Grant.

The City Council approved a budget adjustment for \$500,000 of Capital funding from the Measure I to increase the Library Infrastructure Project budget to cover all required improvements not allowable under the Building Forward Library Infrastructure Program Grant.

Of that total budgeted amount of \$11,315,000, a total of \$9,969,550 has already been expended via prior approved contracts. The \$1,345,450.60 Change Order requested would utilize all remaining funds



CITY of ESCONDIDO

STAFF REPORT

budgeted for this Project, and would allow for completion of the Project.

PREVIOUS ACTION

On March 2, 2022, the City Council approved Resolution No. 2022-32 authorizing the Deputy City Manager/Director of Communications & Community Services to submit an application to the California State Library for \$10 million in funding through the Building Forward Library Infrastructure Program Grant and complete all necessary documentation to receive and spend funds should they be awarded.

On September 12, 2022, the City was notified that the application was successful, and that the Escondido Public Library was awarded the maximum amount of \$10 million and removal of a matching funds requirement (“Grant”).

Since the City received the Grant, the bulk of the Grant funds have been utilized to move the Project toward completion. A number of contracts have been approved, including:

- On July 19, 2023, Council approved Resolution No. 2023-86 authorizing the Mayor to execute a Consulting Services Agreement with Griffin Structures in the amount of \$798,000 for project and construction management services for the duration of the Escondido Public Library Critical Infrastructure and Modernization Project. This agreement was terminated in June 2025 due to redundancy with City staff project management duties and responsibilities, so not all of those funds were spent.
- On January 24, 2024, Council approved Resolution No. 2024-06 authorizing the Mayor to execute, on behalf of the City, a Consulting Services Agreement with IDS Group, in an amount not to exceed \$747,000 for design services for the Project. A First Amendment to the agreement was processed increasing the project by \$150,000.
- On May 14, 2025, Council approved Resolution No. 2025-55 awarding a construction contract to Southwest Construction Services Inc. in the amount of \$6,266,583.82 for the Library Infrastructure Project. As identified in the Resolution, a change order was processed by the Director of Public Works increasing the contract amount by \$622,000.
- There have been various other agreements and change orders on a smaller scale, and the expenditures to date for the Project total \$9,969,550.

On October 15, 2025, Council approved a budget adjustment of \$815,000 to complete the replacement of windows that were not originally included in the Library Infrastructure Project.

On March 4, 2026, Council approved a budget adjustment of \$500,000 to cover required improvements to comply with the Americans with Disabilities Act (“ADA”), updates to the fire protection system, and backflow preventors. These improvements are required by Building and Fire Code and are not eligible



CITY of ESCONDIDO

STAFF REPORT

expenses under the Building Forward Library Infrastructure grant terms.

BACKGROUND

In September 2022, the City of Escondido was awarded a \$10 million Building Forward Library Infrastructure Improvement Grant from the California State Library. This funding, provided without a matching requirement, was designated to address critical infrastructure needs at the Escondido Public Library, including replacement of lighting, roofing, windows, and HVAC systems.

In May 2025, City Council approved the contract award to Southwest Construction Services and authorized the Director of Public Works to approve change orders not to exceed 20% of the contract amount or \$1,253,316.76. Director of Public works has since approved change orders totaling that amount including full roof replacement and windows replacement.

The request for approval of these final change orders encompasses items beyond the authority allotted to the Director of Public Works, per procurement policy and procedures. Staff is returning to council for final authorization to process the remaining change orders.

To date, staff have accounted for all available grant funds including the remaining \$845,450.56 which is part of this change order approval request. The items covered in this portion of the change order request include second floor lighting replacement, second floor door replacement including bringing all doors and hardware to ADA compliance, replacement of electrical wiring for all HVAC equipment, front counter design changes, roof and overflow drains. All items to be covered by this portion of funds are included in Exhibit "A" to Resolution No. 2026-75.

While the original project scope included significant upgrades, not all improvements were covered under the Building Forward Library Infrastructure Improvement Grant. To ensure full modernization and compliance with current Building and Fire code, staff recommends approval of a change order in the amount of \$500,000.00 in Measure I funds to support the project. This portion of the change order includes items necessary for code compliance outside the building foot print, including path of travel improvements per the Americans with Disabilities Act ("ADA"), updates to the fire protection system, backflow preventors for domestic and fire suppression water system, electrical work associated with changes, weather proofing and flashing of all new windows, fire sprinkler relocation, and cover the cost of unforeseen infrastructure improvements. These improvements are required by Building and Fire Code and are not eligible expenses under the Building Forward Library Infrastructure grant terms. These items to be covered by Measure I funds are included in Exhibit "A" to Resolution No. 2026-75.

RESOLUTIONS

- a. Resolution No. 2026-75
- b. Resolution No. –Exhibit "A" – Library Infrastructure Project Change Order form

RESOLUTION NO. 2026-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A FINAL CHANGE ORDER WITH SOUTHWEST CONSTRUCTION SERVICES, INC. FOR THE LIBRARY INFRASTRUCTURE PROJECT TO COMPLETE THE INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the City of Escondido was awarded \$10 million in funding from the Building Forward Library Infrastructure Grant Program by the California State Library in order to fund the City's Library Infrastructure Project ("Project"); and

WHEREAS, the Project is designed to replace critical infrastructure including lighting, roofing, windows, electrical and HVAC systems; and

WHEREAS, Southwest Construction Services, Inc. was selected as the lowest responsive and responsible bidder; and

WHEREAS, staff previously approved change orders up to 20% of the original project award; and

WHEREAS, staff recommends processing a change order for various infrastructure improvements including items not covered by the Library Infrastructure Improvement Grant ("Grant"); and

WHEREAS, Grant covered items include: second floor lighting replacement, second floor door replacement including bringing all doors and hardware to ADA compliance, replacement of electrical wiring for all HVAC equipment, front counter design changes, roof and overflow drains; and

WHEREAS, items not eligible for Grant funds include path of travel improvements per the Americans with Disabilities Act ("ADA"), updates to the fire protection system, backflow preventors for domestic and fire suppression water system, electrical work associated with changes, weather proofing and flashing of all new windows, fire sprinkler relocation and unforeseen infrastructure improvements;

and

WHEREAS, \$845,450.56 in remaining Grant funds and Capital funds, as well as \$500,000.00 in Measure-I funds are allocated in the budget to complete the Project; and

WHEREAS, the work necessary to complete the Project is defined in Attachment-A and incorporated to this Resolution by this reference; and

WHEREAS, staff recommends approving change order with Southwest Construction Services Inc. in an amount not to exceed \$1,345,450.60.

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 determines it is in the best interest of the public to award the change order to Southwest Construction Services Inc, for improvements at the Escondido Public Library.
3. That the City Council approves Resolution No. 2026-075, authorizing the Mayor to execute a construction change order for remaining infrastructure improvements as shown in Exhibit "A" in the amount not to exceed \$1,345,450,60.

Item8.



City of Escondido
 Public Works
 201 N. Broadway
 Escondido, CA 92025
 Phone: 760-839-4668

Date: **5/6/2026**

PROJECT: **Library Infrastructure Project**

PO#: **144**

ACCOUNT #:

CONTRACT CHANGE ORDER:

CONTRACTOR: **SWCS, South West Construction**

TITLE:		
Additional work necessary to complete the project, unforeseen items		
DESCRIPTION OF CHANGE:		
CO No. 006	CE #087 - 2nd Floor Interior Paint - Revised from Walk 12/10/25	\$97,035.75
CO No. 020	CE #022 - RFI XX - Irrigation Backflow	\$13,236.10
CO No. 021	CE #023 - RFI XX - Domestic Water Backflow Replacement	\$18,740.10
CO No. 027	CE #029 - RFI #016 - HVAC VAV, Heater Coils, Diffusers	\$87,894.29
CO No. 030	CE #032 - 2nd Floor Staff Hallway Access Door	\$12,373.91
CO No. 043	CE #045 - IT Cabling Work	\$13,972.42
CO No. 056	CE #058 - New Door Schedule	\$32,151.18
CO No. 070	CE #072 - 2nd Floor Kitchen Remodel - RM 212	\$43,778.50
CO No. 071	CE #073 - RTU Existing Wiring	\$39,432.57
CO No. 072	CE #074 - Pre Teen Entry & Door at RM 124B per Fire Marshall	\$33,451.35
CO No. 073	CE #075 - Drywall 1st Floor Ceiling - RFI 42B	\$32,086.49
CO No. 074	CE #076 - Additional Exterior Fire Line Investigation - T&M	\$3,398.90
CO No. 075	CE #077 - Additional IT Work	\$4,796.64
CO No. 076	CE #078 - Relocate Fire Sprinkle per Code	\$1,576.96
CO No. 077	CE #079 - Front Counter Design Change	\$83,031.28
CO No. 078	CE #086 - Casework Changes - Bulletin 1 - NET	\$38,008.32
CO No. 080	CE #082 - Owner Requested Changes - Electrical - RFI 78/80	\$20,751.86
CO No. 081	CE #083 - Additional Fencing Around Outbuildings	\$4,027.78
CO No. 082	CE #084 - Fire Backflow	\$55,288.11
CO No. 083	CE #085 - Fire Alarm Adds & Design Per Fire Marshal	\$39,589.53
CO No. 084	CE #088 - Secured Door Access Control Conduit	\$4,631.00
CO No. 085	CE #089 - Bathroom Subfloor	\$14,786.55
CO No. 086	CE #090 - Roof & Overflow Drain Piping	\$16,299.89
CO No. 088	CE #092 - Water Heater Assembly Gauges	\$692.51
CO No. 089	CE #094 - 2nd floor lighting redesign	\$134,418.66
		\$845,450.65

This change will **INCREASE** the contract amount.

Based On:		
Agreed Lump	X	Original Contract
Time and Mat	N/A	Current Contract
Time Extensic	N/A	Amount Due
Bid Unit Price	N/A	Amended Contract

To be paid: \$1,345,450.24

Approved By:

CONTRACTOR

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

CITY OF ESCONDIDO

Signature: _____
 Print Name: **Ed Vasquez**
 Title: **Construction / Project Manager**
 Date: _____

Signature: _____
 Print Name: **Joseph Goulart**
 Title: **Director of Public Works**
 Date: _____

Item 8.



City of Escondido
 Public Works
 201 N. Broadway
 Escondido, CA 92025
 Phone: 760-839-4668

Date: **5/6/2026**

PROJECT: **Library Infrastructure Improvement Project**

PO#: **144**

ACCOUNT #:

CONTRACT CHANGE ORDER:

CONTRACTOR: **SWCS, South West Construction**

TITLE:		
Additional work necessary to complete the project, unforeseen items		
DESCRIPTION OF CHANGE:		
CO No. 090	Expanded Screen for HVAC Cages	\$5,135.59
CO No. 093	ROM RFI 33e Electrical Changes Room 106 for Casework	\$8,593.00
CO No. 094	ROM 2nd floor tack panels	\$9,538.00
CO No. 095	ROM T&M - WT 1-4 T&M Plumbing Changes	\$4,005.00
CO No. 096	ROM T&M Saturday OT for JDS Plumbing	\$4,362.00
CO No. 097	ROM T&M - IT Room Electrical Ground fix - NTE \$4300 + Conduit	\$6,603.00
CO No. 098	ROM T&M JDS RR 116 & 117 Bracing of cast iron vent pipe	\$2,563.00
CO No. 099	ROM T&M Backing at added TV's in RMs 106, 118, 112 & 107	\$939.00
CO No. 100	ROM T&M RR 117 Cutback concrete and reframe wall for 18" AD	\$1,085.00
CO No. 101	ROM T&M Demo and rebuild wall header height at 1st floor hallwa	\$927.00
CO No. 102	ROM Shutters 2nd floor serving counter	\$3,696.00
CO No. 103	ROM RFI 101 - RM110 AC-3 Return Air, Makers space HVAC	\$27,569.00
CO No. 104	ROM RFI XXX - puttycoating of concrete	\$24,495.00
CO No. 105	ROM T&M Demo and rebuild wall & door opening at door 110 for f	\$927.00
CO No. 106	ROM RFI 42B - T&M Painting of drywall ceilings at entry and Make	\$7,233.00
CO No. 107	ROM RFI XX - new cable pulls required at Cust Svc desk & RM 10	\$3,099.00
CO No. 108	ROM RFI XX - HVAC reconfiguration of duct in RMs 228 & 216B	\$1,908.00
CO No. 109	ROM RFI XXX - T&M Painting of Puttycoat Concrete - ACTUAL	\$12,126.00
CO No. 110	ROM RFI XXX - Electrical Pathway for Fire Alarm approved plans	\$21,602.00
CO No. 111	ROM - T&M Front Door Card Access Wire re-route	\$846.00
CO No. 112	ROM - T&M R&R of Drywall and shear in RM 106 west	\$4,401.00
CO. No 113	ROM - T&M TITAN - Fire Sprinkler relocation due to 2x4 lighting c	\$3,315.00
CO No. 114	ROM - T&M Backing above 2x12 trim to drywall up to ceiling w/acc	\$3,059.00
CO No. 115	ROM - Weatherproofing & Flashings - Exterior windows	\$15,908.00
CO No. 116	ROM - Fire Alarm - Design for Changes & 3rd party reviewer char	\$1,550.00
CO. No. 117	ROM - Concrete Entryway - Demo, ADA grading and re-pour	\$141,283.00
CO. No. 118	ROM - Painting of sloped wood ceilings on 2nd floor	\$31,964.00
CO. No. 119	ROM - Fire Backflow - Plan Development & reviewer charges	\$7,461.00
CO. No. 120	ROM - T&M Paint color changes and additions	\$5,931.00
CO. No. 121	ROM - RFI 102 - 175 amp breaker in Panel B & Replacement of Feeder	\$4,832.00
CO. No. 122	ROM - RFI 108 - Power for Controls in Mech Well	\$813.00
CO. No. 123	ROM - Painting of window frames 2nd floor corridor	\$4,590.00
CO. No. 124	ROM - Pajayma Blue upcharge for P1 & P2 fixtures	\$1,952.00
CO. No. 125	ROM - Additional Primer coat on sloped ceilings	\$4,582.00
CO. No. 126	ROM - Mud ring extension for tack panel installation	\$2,017.00
CO. No. 127	ROM - Misc T&M work - Floor repair Rm 215, Top of soffit at entry, Box	\$3,150.00
CO. No. 128	ROM - Add'l Concrete Demo, excavation, & concrete work + Roof drain	\$35,919.00
CO. No. 129	ROM - Friends Access Panel adds in soffit 12x12	\$1,880.00
CO. No. 130	ROM - Floor prep 2nd floor for unforeseen conditions	\$8,516.00
CO. No. 131	ROM - T&M Misc 2nd floor Electrical items	\$7,734.00
CO. No. 132	ROM - ADA Pod electrical outside RM 124	\$581.00
CO. No. 133	ROM - Paint Drywall ceiling - Tectum Replacement	\$5,802.00
CO. No. 134	ROM - SWCS Extended GC's	\$43,638.00

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Item 8.

CO. No. 135	MISC T&M Changes per Ed's Direction	\$11,870.00
		\$499,999.59

This change will **INCREASE** the contract amount.

Based On:			
Agreed Lump	X	Original Contract	\$6,266,583.82
Time and Mat	N/A	Current Contract	\$8,283,044.00
Time Extensic	N/A	Amount Due	\$1,345,450.60
Bid Unit Price	N/A	Amended Contract	\$9,628,494.60

To be paid: \$1,345,450.60

		Approved By:
CONTRACTOR		CITY OF ESCONDIDO
Signature: _____	Signature: _____	Signature: _____
Print Name: _____	Print Name: <u>Ed Vasquez</u>	Print Name: <u>Joseph Goulart</u>
Title: _____	Title: <u>Construction / Project Manager</u>	Title: <u>Director of Public Works</u>
Date: _____	Date: _____	Date: _____



STAFF REPORT

May 6, 2026
File Number 1320-05

SUBJECT

CHANGE ORDERS TO PURCHASE ORDER AGREEMENT NO. 195 AND 198, INCREASING THE ANNUAL PURCHASE AMOUNT OF SALT AND PURATE FOR THE WATER TREATMENT PLANT

DEPARTMENT

Utilities, Water

RECOMMENDATION

Request the City Council:

- 1) Adopt Resolution No. 2026-69, authorizing the Finance Department to execute a change order in the amount of \$25,000, increasing the annual purchase amount for purate to \$413,273.50; and
- 2) Adopt Resolution No. 2026-74, authorizing the Finance Department to execute a change order in the amount of \$27,205, increasing the annual purchase amount for Salt to \$226,698.75.

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

Presenter: Reed Harlan, Assistant Director of Utilities, Water

ESSENTIAL SERVICE – Yes, Clean Water

COUNCIL PRIORITY – Prioritize Public Safety

FISCAL ANALYSIS

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

PREVIOUS ACTION

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



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On June 7, 2023, the City Council adopted Resolution No. 2023-61, accepting the chemical unit price increases and authorizing the Finance Manager to execute purchase orders for the 2023-2024 fiscal year, effective July 1, 2023 through June 30, 2024, and authorizing the City Manager to approve of chemical unit price increases, including those greater than 10%, for the three remaining one-year period options to renew.

BACKGROUND

The Water Treatment Plant (“WTP”) relies on several essential chemicals to meet state and federal drinking water safety requirements. These chemicals play a critical role in disinfecting water and ensuring it is safe for delivery to customers.

Annual chemical purchase amounts are estimated based on prior fiscal year usage, contracted cost, and forecasted water production.

The current fiscal year has seen warmer, drier conditions which has resulted in higher than budgeted water production. This has led to an increased usage of purate and salt and it is anticipated that the funds in the existing Purchase Order agreements for these chemicals will be exhausted before the end of the 2025-2026 fiscal year.

Purate is one of the two chemical components required to make chlorine dioxide, a disinfectant necessary to treat local water sources. Purate is used to inactivate harmful microorganisms and to control certain taste and odor causing compounds.

Salt is the sole feedstock used to produce the WTP’s on-site production of its primary disinfectant. In the past, salt usage was supplemented with deliveries of commercial bleach. However, ongoing supply-chain issues have made dependence on external suppliers increasingly unreliable. To mitigate this operational risk, the WTP has strategically shifted toward greater reliance on its on-site production. This transition, coupled with increased water demand, has led to both higher salt consumption and higher overall expenditures for this chemical.

RESOLUTIONS

- a. Resolution No. 2026-69
- b. Resolution No. 2026-74

RESOLUTION NO. 2026-69

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

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

WHEREAS, sufficient funds are available within the operating budget of the Water Enterprise Fund to purchase necessary water treatment chemicals; and

WHEREAS, purate is one of the two critical components required to produce chlorine dioxide for the inactivation of pathogenic organisms and oxidation processes; and

WHEREAS, the warmer and drier conditions during the current fiscal year has resulted in higher than budgeted water production; and

WHEREAS, the authorized purchase amount of purate is projected to be exhausted prior to the end of the 2025-2026 fiscal year.

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

1. That the above recitations are true.

2. That the City Council authorizes the additional purchase of purate and authorizes the Finance Department to execute a change order in the amount of \$25,000.

RESOLUTION NO. 2026-74

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

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

WHEREAS, sufficient funds are available within the operating budget of the Water Enterprise Fund to support the purchase of required treatment chemicals; and

WHEREAS, salt is used to produce the WTP’s primary disinfectant through on-site sodium hypochlorite generation, which is supplemented by deliveries of commercial produced bleach; and

WHEREAS, ongoing supply-chain volatility and recurring bleach shortages have rendered reliance on third-party chemical suppliers increasingly unreliable; and

WHEREAS, in response, the WTP has increased reliance on on-site disinfectant production, which when combined with increased water demand and industry-wide cost escalations in transportation and raw materials, has resulted in higher salt consumption and increased per-unit pricing; and

WHEREAS, increased water demands and supplier price increases have adversely impacted the regional market for water treatment chemicals; and

WHEREAS, due to these factors, the currently authorized purchase amount of salt is projected to be exhausted prior to the end of the 2025-2026 fiscal year.

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

1. That the above recitations are true.

2. That the City Council authorizes the additional purchase of Salt and authorizes the Finance Department to execute a change order in the amount of \$27,205.



STAFF REPORT

May 6, 2026
File Number 0460-20

SUBJECT

PENSION OBLIGATION BOND WORKSHOP

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council receive information on Pension Obligation Bonds and the CalPERS Unfunded Accrued Liability

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

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE – No

COUNCIL PRIORITY – Financial Stewardship

FISCAL ANALYSIS

Ongoing information for budget planning purposes.

PREVIOUS ACTION

Following CalPERS and pension obligation bond workshops with the City Council on January 26, 2022 and May 25, 2022, on June 22, 2022, the City Council approved Resolution No. 2022-89 authorizing judicial validation proceedings relating to the issuance of bonds to refund certain pension obligations of the City.

BACKGROUND

The City of Escondido provides retirement benefits to its employees who provide the City services residents rely on, by contracting with the California Public Employees Retirement System (“CalPERS”). Retirement benefits are funded by contributions from both employees and the City (“normal” annual service costs) as well as investment earnings. Annual contribution amounts are determined based on a percentage of payroll and in accordance with an actuarially based funding policy. The actuarially-determined pension funding plan determines exactly how much should be contributed each year to ensure that the benefits being earned will be securely funded in a systematic fashion. Since actuarial assumptions are for the long term, demographic and economic assumptions can vary from actual



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experience. There are many factors considered such as mortality experience, retirement rates, disability incidences, salary growth, investment returns and more. An actuarial plan valuation is therefore prepared each year to true-up contribution levels to better match actual experience.

CalPERS invests contribution payments with the goal of earning sufficient returns over the long-term to pay defined benefits as promised and cover CalPERS expenses. Historically, more than 60% of all funds paid to CalPERS retirees comes from investment earnings. The estimated long-term average return expected to be earned on investments is referred to as the “discount rate”. When lower investment earnings occur, future contributions must increase to make up the expected difference and an unfunded accrued liability (“UAL”) is created. The UAL represents the shortfall or gap between what is needed to pay retiree benefits versus how much in current assets the City actually has in its accounts with CalPERS. The UAL is calculated annually and changes depending on the demographic trends of the plan participants.

For many years, due to positive investment returns, CalPERS cities were “superfunded,” meaning total plan assets exceeded the total CalPERS projected liability. However, during the Great Recession and resulting downturn in the economy, investment returns were impacted negatively nationwide, including CalPERS investments, decreasing the City’s total plan assets and creating an unfunded liability. In addition to the investment losses, adjustments have been made to demographic assumptions such as higher retirement rates, and also the expectation that retired employees are living longer, which have also contributed to the increasing liability.

As noted above, the UAL is the shortfall between what the City has in assets vs. what it will need to fully pay the benefits that it has committed to its employees and retirees. The UAL is essentially the City’s debt owed to CalPERS, and CalPERS charges the City a 6.8% interest rate on this debt with a mandatory payment schedule. Over the last 5 years, the City’s UAL for its CalPERS Miscellaneous and Safety Plans has grown 11%, from \$289 million to about \$319 million. The table below reflects the UAL from the most recent CalPERS actuarial valuation as of June 30, 2024 (latest information available).

City of Escondido UAL Calculation Based on CalPERS 06/30/2024 Valuation					
			Miscellaneous	Safety	Total
A	Entry Age Normal Accrued Liability		\$551,263,550	\$545,211,670	\$1,096,475,220
B	Market Value of Assets (MVA)		\$391,871,646	\$384,917,901	\$776,789,547
C	Unfunded Accrued Liability (UAL)	A - B	\$159,391,904	\$160,293,769	\$319,685,673
D	Funded Ratio	B / A	71.1%	70.6%	70.8%

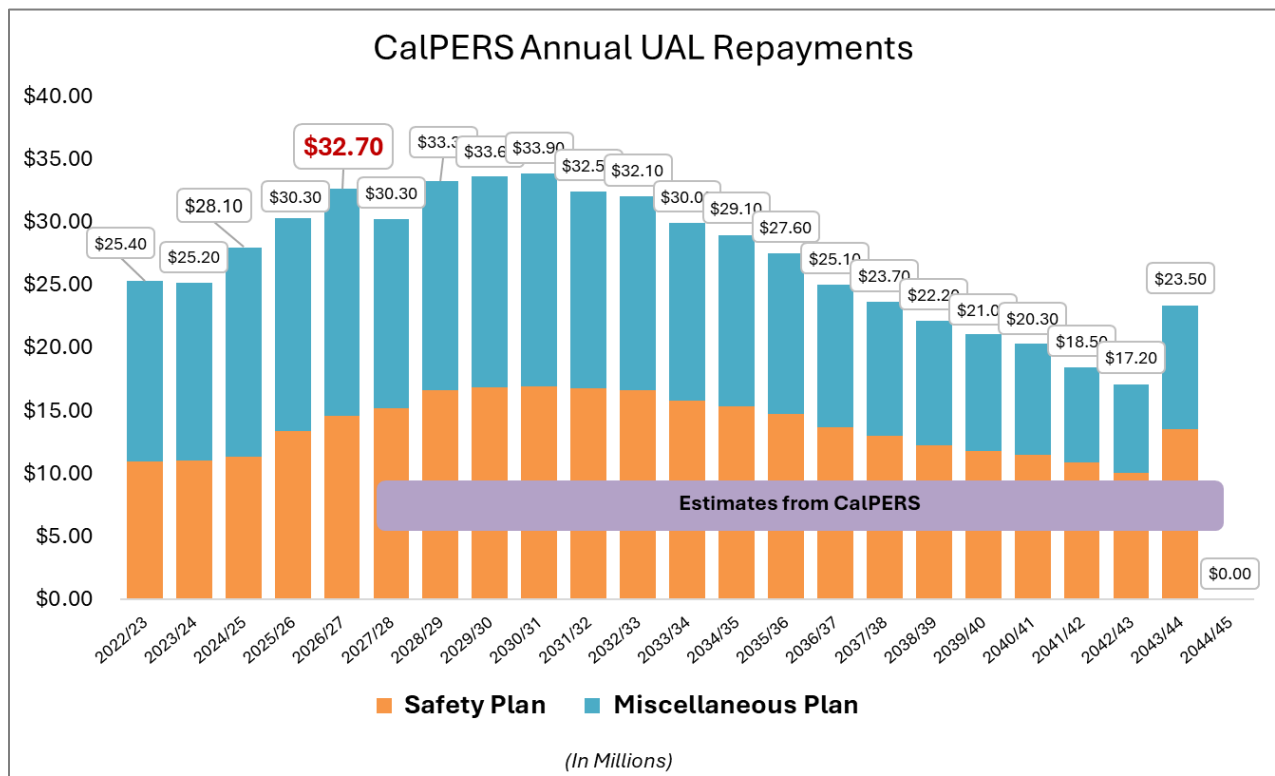


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CalPERS and the City of Escondido have taken a number of actions to address unfunded liabilities across its member plans with the objective of reaching 100 percent funded status. Since December 2016, CalPERS has been lowering its discount rate in recognition that its assumptions about the rate of return on investments have been overly optimistic. The discount rate was lowered from 7.5% to 7.0% over a 3-year period beginning with the June 30, 2016 valuation. Without any offsetting action, reducing the discount rate increases costs to member agencies in the short-term. In the long-term, the reduced rate is expected to lower the cost to member agencies as CalPERS is more likely to achieve the investment earnings target. When CalPERS last reduced its discount rate, causing employer liabilities to significantly increase, CalPERS also implemented a “ramp up” strategy to smooth out the increases in UAL contributions. As opposed to a fixed-level payment schedule, CalPERS began using a 25-year amortization schedule where payments are ramped up in the beginning years and ramped down in the ending years.

As a result of these actions, annual payments made to CalPERS to amortize the UAL have grown rapidly from \$25.4 million in FY2022/23 to \$32.7 million in FY2026/27. The chart below shows the current CalPERS unfunded liability amortization schedule for the Miscellaneous and Safety Plans. The General Fund is responsible for 100% of the Safety Plan and approximately 56% of the Miscellaneous Plan payments. The remaining portion of the Miscellaneous Plan is funded by the Water, Wastewater, and Internal Service Funds.





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Pension cost increases are one of the largest financial challenges facing most cities throughout the state and are primarily due to factors outside of the cities' control, namely actuarial assumption changes made by CalPERS and below average investment returns. CalPERS and the League of California Cities have detailed various options available to help manage pensions. There is no perfect solution to managing a City's pension obligations and many agencies employ multiple methods to manage their pension obligations. The most typical options include:

1. Identify new sources of revenue to help defray the costs of the City's pensions;
2. Using cash reserves to make additional payments to CalPERS or to the City's Section 115 Pension Trust Fund to help stabilize yearly fluctuations in pension rates;
3. Pursue a CalPERS Fresh Start which allows an agency to consolidate multiple amortization bases (different components of the UAL) into one base paid off over a shorter period. While annual payments will increase, the UAL can be paid off earlier and it would save the City money over the long-term; or
4. Restructure the UAL at a lower interest rate, such as a Pension Obligation Bond.

PENSION OBLIGATION BONDS

Pension Obligation Bonds ("POB") allow an agency the ability to "refinance" some or all of their UAL with CalPERS (the City still needs to pay 100% of the normal cost) that has an effective interest rate of 6.8% with taxable bonds at a lower market rate. The overall strategy of POBs is to achieve interest rate savings (i.e. arbitrage) between the 6.8% and market rate bond issuance. A POB issuance restructures the City's UAL obligation to CalPERS into an obligation to investors. The issuance provides a lump sum that is remitted to CalPERS which reduces or temporarily eliminates the City's UAL obligation to CalPERS and replaces it with an obligation to investors.

The City will always have some version of a UAL with CalPERS because investment earnings will never exactly hit the CalPERS target and actuarial assumptions will change each year. So even if the City paid off the current UAL with CalPERS or issued POBs and paid those off, it does not prevent the addition of some level of UAL in the future. However, once the current UAL or POBs are paid in full, the amount of the UAL that arises in the future should generally, absent large investment losses, be able to be remedied annually, or shortly thereafter, because it would be significantly less.

Potential Benefits of Pension Obligation Bonds:

There are several potential benefits the City could realize by issuing POBs. These potential benefits include:

1. A tool for fiscal sustainability:
POBs provide the ability to alter the City's UAL payments in a way that could support long-term financial sustainability, help provide budget predictability and minimize the year over year variability in payments, and provide enhanced resiliency to economic shocks.



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2. Budgetary savings:
Using POBs to modify the current CalPERS UAL payment schedule's peak in projected payments to a more predictable or level structure can create cash flow savings.
3. Interest rate "savings" from arbitrage:
Issuing POBs at market rates that are lower than what CalPERS charges on the UAL creates interest savings through arbitrage. In this example, arbitrage is created by taking advantage of the difference between the CalPERS rate of 6.8% and current market rates. All else being equal, the City would realize a lower cost of debt.
4. Maturity modification:
A POB may have a shorter or longer repayment period based on market conditions and the financial objectives of the issuer. However, if the POBs are structured with deferred principal amortization or repayment longer than the actuarial amortization period the overall cost of debt may increase. Further lengthening the debt repayment period adds risks and is specifically noted in the Government Finance Officers Association advisory against POBs.
5. Preservation of reserve and service levels:
Potential savings achieved through a POB issuance could reduce the need to use reserves to fund ongoing expenditures or reduce service levels.

Potential Risks of Pension Obligation Bonds:

The Government Finance Officers Association (GFOA) Advisories identify policies and procedures necessary to minimize a government's exposure to potential loss in connection with its financial management activities. The GFOA has issued an Advisory that recommends state and local governments do not issue POBs as there are several risks associated with issuing POBs. These potential risks include:

1. It turns a "variable" obligation into a "fixed" obligation:
The City's UAL obligation to CalPERS will change year over year. It could increase or decrease based on a variety of factors such as investment returns or actuarial assumption changes. This allows the City to benefit from UAL decreases (i.e. lower payments to CalPERS) but does also mean the City is negatively impacted by increases (i.e. higher payments to CalPERS). Issuing a POB transfers and refinances the obligation due to CalPERS into a fixed obligation due to investors. An obligation due to investors will not increase or decrease over time which can be beneficial under the right conditions as it limits downside risk associated with an increasing UAL. However, it also carries risk as a fixed obligation because it cannot take advantage of a consistently decreasing UAL.



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2. Low pension fund returns:

If CalPERS investment earnings are below its current discount rate of 6.8% in a given year, the City's UAL will increase from the addition of a new amortization base to reflect the investment earnings shortfall. This investment shortfall is applied to the City's Market Value of Assets (MVA) which will be higher after the issuance of POBs. The new amortization base from the investment shortfall will be larger given the MVA is higher resulting in a larger amortization base than the City would have had before issuing POBs. The City's funded ratio would still be higher, however.
3. "Too much of a good thing":

If CalPERS investment returns consistently exceed 6.8% after the City issues a POB, the City's pension plan could become super-funded (i.e. has placed more money with CalPERS than is necessary to cover its pension obligations). Because the POBs become a fixed obligation, the City would not benefit from these surpluses (required contributions would not decrease as the Normal Cost must always be paid) which means the City loses the benefits of cash it could have used on other city services.
4. Future UAL can still change:

The City will always have some UAL or the potential for some UAL. Issuing POBs does not eliminate the City's UAL obligations; it merely refinances the City's UAL obligations as of a point in time. This will occur as a result of things such as CalPERS investment returns, future changes in the CalPERS discount rate, changes in actuarial assumptions, etc.
5. Market timing risks:

Market timing risk is related to the timing of the investment of the bond proceeds. A POB issuance produces a lump sum of proceeds which must be remitted to CalPERS immediately after issuance. This lump sum concentrates market timing risks rather than spreading it. This is especially a consideration in the current economic environment as equity markets are at all-time highs. If a market crash occurred between the bond sale and CalPERS investment of the bond proceeds, which is typically two weeks apart, the initial investment cost would be lower and could potentially provide higher future returns. However, if a market crash occurred after the initial investment of bond proceeds, it would negatively impact future earnings given the decreased potential for compounded earnings. It would also likely result in a new amortization base and increase in UAL all else being equal.
6. Increased bonded debt and credit risk:

Issuing POBs would reduce the City's UAL but increases its bonded debt potentially using up debt capacity that could be used for other purposes. Having more bonded debt may also impact the City's credit rating. S&P Global Ratings views POBs in environments of fiscal distress or as a mechanism for short-term budget relief as a negative credit factor.



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7. Judicial validation process:

The City must proceed through a judicial validation process to issue POBs. This legal filing may be challenged in court proceedings and, if a challenge was successful, prevent the issuance of POBs.

8. Political process:

POBs can be controversial because, among other things, some view them as gambling on future market returns and they've received a negative reputation due to well publicized bankruptcies (Detroit, Stockton, and San Bernardino). Stakeholders, constituents, and interest groups may be critical of using POBs as an option for managing the City's pension obligations.

JUDICIAL VALIDATION PROCESS

On June 22, 2022 the City Council approved Resolution No. 2022-89 which authorized judicial validation proceedings relating to the issuance of bonds to refund certain pension obligations of the city. Authorizing the validation proceeding is the first step in the issuance process; it entails the courts validating the City's legal ability to issue POBs, and to confirm that the sale meets the State of California's constitutional requirements. Under normal circumstances, the validation process takes about 4 months to complete.

Key milestones of the validation process are listed below:

- City Council passes a resolution authorizing the sale of POBs;
- File validation action with San Diego County Superior Court;
- Receive Order for Publication of Summons from the Court (This can take >3 weeks to receive);
- Publication of notice in local newspaper;
- Waiting period for any responding party to file a petition;
- Clerk enters hearing for a default judgement if there is no responding party, schedules a hearing;
- Hearing for default judgement, if no responding party;
- 30-day appeal period.

An answer to the city's validation action was filed challenging that pension bonds are prohibited as they violate the public debt limitations in the California Constitution (Art XVI, §18). The legal filing prevented the city from moving forward with the issuance of pension bonds and resulted in three-years of litigation defending the Resolution. The city was initially successful in the trial court; however, the case was appealed to the Fourth District Court of Appeal which unanimously affirmed the trial court's decision in June 2024.

The Howard Jarvis Taxpayers Foundation then petitioned the California Supreme Court to review the matter. Two other California cities, City of San Jose and City of Oxnard, both achieving success in their respective courts of appeal in similar litigation, were consolidated with Escondido for review by the California Supreme Court. The first appeal in the queue was the City of San Jose case and after oral argument, the Supreme Court issued its unanimous opinion again affirming that there is no constitutional debt limitation prohibition in the issuance of pension obligation bonds. The case is important as it clarifies for all California cities that these financing opportunities are constitutional. The California Supreme Court



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issued its Remittitur whereby it has affirmed the Court of Appeal decision in the city's favor due to its decision in the San Jose case. This action effectively ends all further litigation and the city can legally move forward with issuing pension obligation bonds.

NEXT STEPS

U. S. Treasury interest rates (borrowing rate) have changed substantially since the action taken by the City Council in 2022. Leading up to 2022, interest rates were historically low following the COVID-19 pandemic. After 2022, U.S. Treasury interest rates rose significantly with 10-year yields climbing from approximately 1.76% in early 2022 to over 4% in 2026. Due to the change in the market, the estimated debt service payments of principal and interest exceed the annual Unfunded Accrued Liability payments forecasted by CalPERS. Budgetary savings would not be realized by the issuance of bonds, a reduction in current interest rates of at least 100 basis points (1.0%) would need to occur in order to recommend pursuing the issuance of bonds.

The City's bond underwriter, Stifel Public Finance, is monitoring interest rates closely. When the market has adjusted to rates where the recommendation is to move forward with the issuance of bonds, staff will return to City Council with recommendations for the financing and review and approval of the bond documents.



STAFF REPORT

May 6, 2026
File Number 0480-45

SUBJECT

COMMUNITY SERVICES DEPARTMENT USER FEE UPDATE

DEPARTMENT

Community Services

RECOMMENDATION

Request the City Council receive and file the Community Services department user fee update.

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

Presenter: Robert Rhoades, Assistant Director of Community Services

ESSENTIAL SERVICE – No

COUNCIL PRIORITY – Build Trust and Accountability; Financial Stewardship

FISCAL ANALYSIS

Community Services Department revenue has increased steadily, rising from \$954,225 in Fiscal Year (“FY”) 2020 to \$1,892,487 in FY 2025, excluding revenues generated through contract agreements with the Escondido Union School District for Before and After School Program services. This growth reflects both program expansion and incremental fee adjustments over the period.

In July 2024, the City Council directed the Community Services Department to adjust rental fees to achieve full cost recovery and to align program fees with top-of-market rates, or to increase fees by 10 percent in cases where comparable market data was unavailable. These fee adjustments were implemented with the fall 2024 registration season.

Despite these changes, revenue increased modestly by approximately 4%, or \$72,675, compared to the prior fiscal year. Several factors likely contributed to this limited increase, including: existing fees that were already near top-of-market levels; decreased participation associated with price sensitivity among users; partial-year implementation of the updated fee structure; and prevailing economic conditions, including rising costs of living. Recreational programming is often considered a discretionary service, which can affect enrollment as households prioritize essential needs such as food, housing, and health and safety expenditures.



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PREVIOUS ACTION

On July 10, 2024, the City Council approved a comprehensive update to the Community Services Department fee schedule. The approved action transitioned facility rental fees to a full cost-recovery model and adjusted recreation program fees to align with top-of-market rates. In instances where comparable market data was unavailable, a 10 percent fee increase was applied.

As part of the approval, the City Council directed staff to return in the second year of implementation to provide an update on the impacts of the revised fee structure.

BACKGROUND

Following City Council approval of the comprehensive fee update, the Community Services Department implemented adjustments to both program and facility fees to better reflect the true cost of service delivery. To ensure a smooth transition and provide adequate notice to affected stakeholders, staff initiated a 60-day notification period for rental groups and service providers prior to implementation.

The updated fee schedule became effective with the launch of the Fall 2024 registration period. While these adjustments moved the Department closer to a cost-recovery framework, overall revenue growth has remained modest. Total Community Services revenue, excluding contract agreements, increased by \$72,675, or approximately 4%, rising from \$1.83 million in FY 2024 to \$1.9 million in FY 2025.

Revenue Categories

Community Services Department revenue is generated across five categories: Programs and Activities, Park and Facility Rentals, Permit Fees, Administrative Fees, and Donations/Advertising.

In FY 2024/25, Programs and Activities represented the largest share of departmental revenue, accounting for 60.3% of total revenues. This was followed by Park and Facility Rentals at 30.0%, Administrative Fees at 6.6%, Permit Fees at 2.3%, and Donations/Advertising at 0.83%. Overall, the relative distribution of revenue across these categories has remained generally consistent over the past five fiscal years, as shown below.

Revenue Category	Avg	FY2025	FY2024	FY2023	FY2022	FY2021
Programs and Activities	57.4	60.3	62.8	57.7	53.4	49.8
Park/Facility Rentals	35.3	30.0	29.1	34.0	38.5	43.2
Permit Fees	0.42	2.3	1.78	1.68	1.81	0.65
Administrative Fees	6.0	6.6	5.1	5.4	4.8	5.1
Donations/Advertising	1.21	0.83	1.23	1.24	1.51	1.19

Expressed in rounded percentages

The data reflects a gradual shift toward greater reliance on program participation revenue, consistent with Council direction to align program fees with market rates, while facility rental revenue has declined



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proportionally as a share of total revenues. Smaller revenue categories (permit fees, administrative fees, and donations/advertising) have remained relatively stable and continue to represent a limited portion of overall departmental funding.

Programs and Activities

Despite the implementation of updated program fees, revenue in the Programs and Activities category increased by less than 1%, rising from \$1.162 million in FY2024 to \$1.167 million in FY2025. During the same period, overall program participation declined by approximately 3.3%. Several factors likely contributed to this outcome, including:

- Many programs were already priced at or near top-of-market rates prior to the fee adjustments, limiting the potential for additional revenue growth.
- Contract classes, which account for approximately 41% of Programs and Activities revenue, are priced by independent instructors, reducing the Department's ability to directly influence fees.
- Price sensitivity within the community for select program offerings.
- The discontinuation of two programs during the fiscal year.

While participation declines were observed across multiple program areas, the most notable reductions occurred within Learn-to-Swim, general recreation classes, and the Youth Soccer Program.

The Learn-to-Swim Program experienced the most significant decline, with participation decreasing by nearly 1,000 participants following a pricing adjustment to align with top-of-market rates. Historically, the City of Escondido has intentionally priced aquatic programs toward the lower to mid-range of the regional market to encourage participation in this vital, life-saving service. Drowning remains the leading cause of accidental death among young children, and access to swim instruction plays a critical role in risk reduction.

In accordance with City Council direction, the Community Services Department conducts an annual market survey of comparable municipal agencies and providers to establish top-of-market pricing for aquatic programs. The results of the 2026 swim lesson comparison are summarized below:

Swim Lessons	Fee
British Swim School*	\$165
Elemental Aquatics*	\$88
Vista**	\$65
Escondido	\$52
San Marcos	\$52
Oceanside	\$50
Poway	\$32.50
Carlsbad	\$28

*private lessons/private pools; **includes \$26 1-day Wave Waterpark Pass



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The comparison data underscores the price-sensitive nature of the Escondido community. While participants may be willing to absorb higher fees when additional value is clearly provided, such as private instruction or bundled amenities, participation tends to decline as fees increase without corresponding enhancements.

The Youth Soccer Program experienced a 10% decline in participation, primarily within the 3- to 4-year-old age divisions. Feedback from participants indicated that the perceived value of the program was no longer aligned with the fee structure, particularly when compared to older age groups whose participation experience included greater playing time at the same price point. This concern was reflected in approximately 10 formal complaints received by staff. While programmatic adjustments have been implemented to address some of these issues, the overall cost-to-value imbalance for younger participants remains a challenge.

Participation declines were further influenced by the discontinuation of two programs, Tiny Tots Preschool and CIF Hockey, as well as reduced usage at the Skate Park, which is likely attributable to the increased availability and popularity of free alternatives such as the Washington Park Skate Spot.

Despite these challenges, several program areas experienced notable participation growth. Open Swim participation increased by 52%, Lap Swim by 44%, Adult Hockey by 20%, and Open Gym by 6%. These gains can be attributed to several factors, including the expansion of open swim hours, membership pricing models that offer unlimited lap swim access, the closure of a regional roller hockey program in 4S Ranch, and the availability of diverse activities during open gym such as pickleball, basketball, futsal, and volleyball.

Increases in these program areas highlight the importance of enhancing program design to improve perceived value, broaden community appeal, and align offerings with participant expectations.

Park and Facility Rentals

Park and facility rentals demonstrated strong overall revenue performance, increasing by 7.7%, from \$539,669 in FY2024 to \$581,419 in FY2025. This growth occurred despite a 15% reduction in total rental hours, reflecting the financial impact of higher fees and the reclassification of rental users into a simplified and more consistent framework. Key revenue drivers included the implementation of standardized square-footage pricing models and the transition to a full cost-recovery structure.

To mitigate abrupt impacts to long-standing users, rental groups with existing reservations were permitted to continue under prior fee rates through the end of the calendar year on December 31, 2024. Additionally, school groups that had already booked facilities for the academic year were allowed to maintain their originally reserved rates.

While overall revenue increased, performance varied significantly by facility. Revenue declines were observed at the Park Avenue Community Center, Kit Carson Park Amphitheatre, City pools, and the Escondido Sports Center soccer arenas. These reductions were directly attributable to fee increases for



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spaces that had historically been priced well below comparable City facilities and regional market benchmarks.

The Park Avenue Community Center had been particularly underpriced, with some long-standing user groups paying as little as \$5 per hour prior to the adoption of the new fee structure. Under the revised schedule, the same room is now rented at approximately \$46 per hour. Due to limited organizational resources and smaller memberships, several groups relocated to alternative spaces better aligned with their financial capacity. In total, 11 rental groups discontinued use of the facility, resulting in notable reductions in both revenue and room utilization.

Prior to the fee revisions, high school swim and water polo teams, along with private swim teams, represented the primary users of City pool facilities. Although schools were reclassified into a more favorable rental category, fees still increased, prompting school-based teams to reassess their pool usage. As a result, several teams reduced or discontinued rentals. Similarly, private swim teams ceased renting City pools in favor of lower-cost alternatives.

The Escondido Sports Center experienced a 26% decline in soccer arena rental revenue, driven largely by a single user group that significantly reduced usage, from six to seven days per week to two to three days per week, due to increased rental costs. While this reduction resulted in a loss of revenue, it also created opportunities to diversify facility use, introduce new programming, and reduce reliance on a single dominant renter, thereby supporting improved operational balance.

In contrast, several rental areas generated strong revenue gains, including rooms at the East Valley Community Center, athletic fields, tennis courts, and picnic areas. Across these locations, revenue increased by 10% to 171%, while the number of rentals and total rental hours declined by 12% to 45%. This trend reflects user price sensitivity, particularly among organized and repeat rental groups.

The impact of updated tennis court fees was most evident at the Ray Love Tennis Center, where the new fee structure generated more than 15 formal complaints, citing both the comparatively high rates and ongoing maintenance concerns. A recent survey of reservable tennis court pricing is summarized below.

Tennis Courts	Fee per Hour
Escondido	\$25
Oceanside	\$15.79
Tennis Club of Vista*	\$10
Lake San Marcos*	\$10

Carlsbad, Encinitas, Poway, San Marcos, Vista tennis courts or not reservable

**Private clubs with annual membership fees.*

As shown, Escondido's reservable public tennis courts are priced higher than regional alternatives; however, many surrounding municipalities do not offer reservable public courts, limiting direct



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comparison. While private clubs may offer lower hourly rates, access is often restricted by membership requirements, which differ substantially from City-operated facilities.

Overall, park and facility rentals demonstrate that higher fees can generate increased revenue, even when accompanied by reduced usage. However, the data also suggests that certain facilities may be priced above what the local market can reasonably absorb. These outcomes underscore the importance of balancing cost recovery objectives with market expectations, user affordability, and long-term facility utilization.

Permit Fees

Permit fees, which include special events and filming permits, represent the second smallest portion of overall Community Services Department revenue, accounting for approximately 2.3%. Permit pricing is intentionally maintained below full cost recovery levels to encourage community engagement, support mission-aligned organizations, and promote local economic development.

In addition to permit fees, the City recovers costs associated with special events that require support from Public Works and Public Safety. These costs are billed directly to event organizers for services that may include traffic control, street closures, and event-specific safety patrols. While most permitted events do not require additional City resources, larger events such as the May and October Street Fairs and the Grape Day 5K typically incur these supplemental service charges.

The Veterans Day Parade was charged for Public Works and Public Safety services through FY2024/25. Beginning in FY2025/26, the event was redesignated as a City-sponsored event, and the City now assumes all associated Public Works and Public Safety costs.

Administrative Fees

Administrative fees accounted for approximately 5.1% of total Community Services Department revenue in FY2025 and increased by 34.6% from the prior fiscal year. The most significant contributor to this increase was ballfield lighting fees, which transitioned to a full cost-recovery rate of \$24 per hour, resulting in a 126% increase within this subcategory. Prior to the updated fee schedule, ballfield lighting was priced at \$5 per hour.

Although fees increased substantially, revenue did not quadruple as initially projected. This outcome reflects behavioral changes among user groups, particularly sports leagues, which became more deliberate in their use of field lighting. Adjustments included earlier game end times and more accurate assessment of actual lighting needs versus perceived necessity. Overall, ballfield lighting fees across comparable municipal agencies remain generally consistent, as shown below:



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Agency	Hourly Fee
Carlsbad	\$20
Escondido	\$24
Oceanside	\$20
Poway	\$12 + \$3 processing fee
San Marcos	\$21
Vista	\$17

Processing fees, which are pass-through charges intended to offset direct costs associated with registration processing and credit card transactions, increased by 3.6% year over year. This increase was anticipated, as processing fees are directly proportional to customer pricing and overall transactional volume within the City's registration and reservation system. Escondido's processing fees remain among the lowest in the industry at 2.85% plus \$1.30 per transaction, covering credit card transaction costs and expenses associated with the City's cloud-based registration software platform.

No changes were made to youth league administration fees, which are assessed on a per-player, per-season basis to recognized youth sports leagues in lieu of traditional field rental fees. To qualify, leagues must enter into an Athletic Facility Use Agreement and assume responsibility for specified field and facility maintenance tasks. This arrangement transfers select operational responsibilities from Parks staff to the leagues, while providing leagues with greater control, stewardship, and ownership of their assigned fields.

A recent survey of regional youth league administration fees is summarized below:

Agency	Player/Admin Fee
Carlsbad	No fee
Escondido	\$5/player
Oceanside*	No fee
Poway	No fee
San Marcos	\$3/player – recreational \$10/player – competitive +\$5/player for nonresidents
Vista	\$23/player – competitive only

**Previously \$56 per league annually, recently eliminated*

Youth league administration fees are typically intended to offset basic administrative costs associated with field allocations, coordination, equipment, and in some cases maintenance support. Approximately half of neighboring municipalities do not assess such fees. Among those that do, fee structures vary widely, with some differentiating between recreational and competitive play. While certain leagues offer competitive programs, these teams generally represent a relatively small portion of total league participation.



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Donations/Advertising

Donations and Advertising represent the smallest portion of Community Services Department revenue. This category includes donations, sponsorships, advertising, and concession agreements. In FY2025, revenue in this category declined by approximately 2%, driven primarily by the loss of lease revenue from the Disc Golf Pro Shop (April 2025) and the Escondido Sports Center concessionaire (September 2025), as well as a significant reduction in over-street banner permits.

Over-street banner fees were increased to \$1,200 to achieve full cost recovery. Since implementation of the revised fee, only two banners have been installed: one internal banner supporting Grand Avenue businesses during construction of Phase 2 of the Grand Avenue Vision Project, and one external banner for the Rotary Club Trout Derby, which had been reserved prior to the fee adjustment. A review of past applications indicates that event organizers have largely shifted away from physical banners in favor of digital marketing platforms. Feedback regarding the updated banner fee has been minimal and generally neutral.

Overall, this revenue category accounts for less than one percent of total departmental revenue. Given the inherently volatile nature of non-fee-based income streams, staff have identified the need for more strategic and sustainable revenue approaches. To address this, the Department has pursued vending solutions across recreational facilities through a competitive Request for Proposals (RFP) process and is actively exploring a department-wide sponsorship initiative to stabilize and diversify revenue sources moving forward.

Beneficiary of Service Model

In 2023, the Community Services Department retained a consultant to develop a Beneficiary of Service Model as a framework to support long-term financial sustainability. Using available data at the time, the model evaluated the cost-of-service delivery in relation to community need and benefit. This approach was designed to align cost-recovery and subsidy allocation decisions with insights specific to the Escondido community.

Rather than categorizing services by traditional program areas (e.g. aquatics or senior services), the model groups services by like purpose and level of individual versus community benefit. For example, services may be categorized as private lessons, beginner classes, or facility rentals. This structure allows the Department to more equitably allocate resources using a “common good” framework and to apply differentiated cost-recovery targets based on who primarily benefits from the service.

Using this approach, the Department can assign cost-recovery percentages across a continuum ranging from highly subsidized, community-wide benefit programs to fully cost-recoverable, individualized or exclusive services. This framework provides greater flexibility and consistency in determining appropriate fee levels while supporting access to core community services.



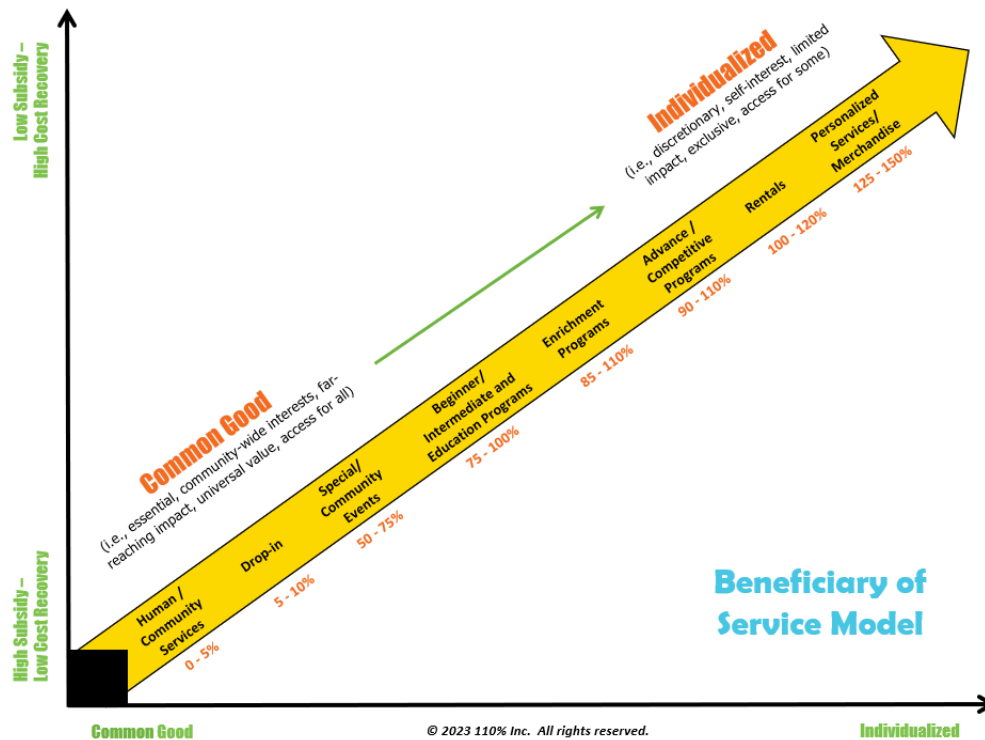
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The Beneficiary of Service Model identifies eight service categories under which all programs and services are grouped:

- Drop-In Programs
- Special and Community Events
- Rentals
- Beginner / Intermediate and Educational Programs
- Advanced / Competitive Programs
- Human and Community Services
- Enrichment Programs
- Personalized Services

These categories are arranged along a spectrum from common good to individualized benefit, reflecting levels of public benefit and corresponding subsidy. Each category is assigned a target cost-recovery level, which directly informs fee calculations. The model is designed to be customized to each agency, recognizing unique community characteristics, service priorities, and policy direction.



Following completion of the Beneficiary of Service Model in early 2024, the Community Services Department began preparing for phased implementation. The proposed implementation plan anticipated a three-year transition period, through 2027, allowing for gradual fee adjustments and adequate time for



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public awareness and adaptation. However, in July 2024, City Council direction shifted departmental efforts toward an alternative fee adjustment strategy, and implementation of the Beneficiary of Service Model was paused to align with the Council-approved approach.

Cost Recovery

Cost recovery calculations can vary significantly among park and recreation agencies, as methodologies differ based on what costs are included. Some agencies exclude expenses such as maintenance or utilities, which can result in higher reported recovery rates. While cost recovery targets typically vary by program type, agencies generally organize services into three broad recovery categories:

- *Low Recovery (0–25%)*: Services with high public benefit or “common good” value, such as general park maintenance, open access amenities, or community events.
- *Moderate Recovery (26–50%)*: Programs that provide both individual and community benefit, including general recreational programming and youth sports.
- *High Recovery (51–100%)*: Services that deliver primarily individualized benefit, such as fitness centers, specialty programs, or golf courses.

The National Recreation and Parks Association (“NRPA”) reports that the national average cost recovery rate for park and recreation agencies is 27.2%. In recent years, this average has trended upward as agencies face increasing operational costs and decreasing levels of General Fund subsidy. In response, many departments are adopting more structured cost recovery frameworks that emphasize user-based revenue while preserving affordable access to essential community recreation amenities such as swimming pools, camps, and general programming.

Across California, there is no established statewide average cost recovery rate for park and recreation services. Rates vary widely and are largely determined by local policy decisions, community priorities, and the balance between individual benefit and the collective public good. Some municipalities establish department-wide cost recovery targets, such as 40%, allowing staff flexibility to adjust fees in response to participation trends, user demographics, and program demand. In other cases, specific offerings, such as specialty or niche camps, may be assigned a 100% cost recovery target due to their individualized nature. These approaches are reasonable and reflect the unique needs and values of each community.

For the City of Escondido, the Recreation Division, excluding Older Adult Services and Senior Nutrition, achieved a cost recovery rate of 61.9% in FY2025. According to the 2025 NRPA Agency Performance Review, this places the division within the top 15 percent of recreation agencies nationwide. When all divisions within the Community Services Department are included, the departmentwide cost recovery rate for FY2025 is 47.6%. While this places the department in the moderate recovery category, it remains in the thirty-seventh percentile nationally, reflecting a strong overall performance relative to peer agencies.



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Resident/Non-Resident Pricing Considerations

Some park and recreation agencies utilize a resident versus non-resident differential pricing structure, whereby non-resident users are charged a higher fee than residents. Proponents of this approach cite improved taxpayer equity, prioritization of resident access, and enhanced cost recovery as key benefits. Historically, the City of Escondido has not implemented resident/non-resident pricing. Previous discussions identified concerns related to potential administrative inefficiencies, pricing complexity, and equitable access for nearby County residents, which limited further consideration of this model.

Across San Diego County, however, most park and recreation agencies employ some form of resident/non-resident pricing. The specific structure and fee differential varies by agency, often expressed as either a percentage increase or a fixed dollar amount. Typical non-resident premiums range from 10 – 15% or a flat surcharge of \$10 or more, depending on the program type and service level.

An analysis of Community Services Department participation data indicates that program enrollment consists of approximately 79% residents and 21% non-residents. Participation varies by program area, as outlined below:

Program Area	Resident	Non-Resident
All Programs	79%	21%
Aquatics	93%	7%
Camps	89%	11%
Recreation Classes	83%	17%
Sports Leagues*	66%	34%

*Adult Roller Hockey, Adult Softball, PAL Basketball, Pickleball, Youth Soccer

This data reflects that the vast majority of Community Services programming primarily serves Escondido residents, particularly in aquatics and camps, which demonstrate a strong local participation base. These programs may provide a compelling policy rationale for continued subsidy, especially for priority services such as the Learn-to-Swim Program, which delivers significant public safety and community benefit.

Conversely, sports leagues exhibit a higher percentage of non-resident participation, indicating a broader regional draw. This participation pattern may warrant further consideration of resident/non-resident pricing as a means to improve cost recovery while continuing to support program access.

Overall, the participation data suggests that resident/non-resident pricing could be explored as a strategic opportunity to enhance cost recovery, prioritize Escondido resident access, and maintain balanced participation across programs.

Future Considerations

Based on revenue performance, participation trends, and community feedback following implementation of the 2024 fee update, staff recommends the following four core focus areas to guide operational



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decisions. Collectively, these recommendations are intended to balance fiscal sustainability with affordability, access, and responsiveness to community behavior.

1. **Implement the Beneficiary of Service Model Using Market-Median Pricing:**
Staff recommends revisiting implementation of the Beneficiary of Service Model with an emphasis on market-median pricing, rather than consistently targeting top-of-market rates. This approach would better align program pricing with the level of individual versus community benefit, while recognizing Escondido's demonstrated price sensitivity. Applying this model allows for intentional subsidy of high public-benefit services, while ensuring individualized or exclusive offerings move toward higher cost recovery.
2. **Targeted Fee Adjustments for Underutilized Facilities:**
Rather than applying broad, department-wide adjustments, staff recommends targeted pricing strategies for facilities experiencing sustained declines in use, such as portions of the Escondido Sports Center and the Park Avenue Community Center. These adjustments may include restructured rates, alternative pricing models, or pilot strategies designed to stimulate demand, improve utilization, and maximize revenue opportunities without eroding overall cost recovery goals.
3. **Annual Market Review and Benchmarking:**
Staff recommends formalizing an annual market review process focused on comparisons with neighboring municipalities and regional providers. Regular benchmarking will support incremental, data-driven fee adjustments, improve pricing predictability for users, and help ensure the City remains competitively positioned while avoiding sudden or disruptive fee changes.
4. **Re-Evaluate High-Cost, Low-Demand Programs:**
Staff recommends conducting ongoing evaluations of programs with high operating costs and declining or low participation to determine whether restructuring, repurposing, or discontinuation is appropriate. This review process will ensure Department resources are aligned with current community demand, allow for reinvestment in higher-impact services, and reduce reliance on programs that no longer reflect evolving recreation trends.

Together, these four recommendation areas establish a strategic framework that supports fiscal responsibility while remaining responsive to affordability, participation behavior, and equitable access.

Summary

This report has outlined a comprehensive evaluation of the Community Services Department's user fee update, examining revenue performance, participation trends, cost recovery outcomes, and community feedback following implementation of the 2024 fee strategy. While the fee adjustments successfully increased overall revenue and strengthened cost recovery, particularly in park and facility rentals and administrative fees, the data shows modest growth, notable participation declines in price-sensitive programs, and varying impacts across facilities and service areas. The report highlights how pricing at or



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near the top of the market, combined with economic pressure and changing community behavior, has influenced demand, especially for families, youth programs, and recurring users.

Based on these findings, staff recommends a more calibrated approach moving forward. Core recommendations include implementing the Beneficiary of Service Model with a market-median pricing focus, pursuing targeted fee adjustments for underutilized facilities, establishing an annual market review process, and re-evaluating high-cost, low-demand programs to better align services with current community needs. Collectively, these strategies are intended to balance fiscal sustainability with equitable access, maintain competitive and predictable pricing, and ensure Community Services programming remains responsive, affordable, and reflective of evolving participation trends.

ATTACHMENTS

- a. Attachment "1"—2024 CSD Fee Schedule
- b. Attachment "2"—Revenue and Participation Data

City of Escondido

Community Services Department - PROGRAM USER FEES

Activity Description	Fees	Charge Basis	Note
<u>Processing/Service/Administrative Fees</u>			
1 Processing Fee	2.85% - 3.25%	transaction	
2 Administrative Fee (activities, teams, park/facility rentals)	\$1 - \$5	transaction	
3 Youth Sports League Administrative Fee	\$5	per player per season	
4 Late pick-up Fee (youth programs)	\$1	minute	
5 Late Fee	\$25	instance	
<u>Recreation Programs/Activities</u>			
6 Team Registration	\$200 - \$1,500	team/season	
7 Drop-in Activities (except skatepark)	\$5	session	
8 Drop-in Activities multipass (except skatepark)	\$20 - \$100	pass	
9 Mobile Recreation	\$50 - \$100	hour	
10 Recreation Programs (city staff instructed)	\$5 - \$300	program/class/session	
11 Recreation Special Events (city staff managed)	\$5 - \$25	event	
12 Contract Recreation Classes	\$10 - \$350	class/course	[a]
13 Skate Park Discount Card	\$25 - \$50	card	
14 Skatepark Drop-in (w/o discount card)	\$10	session	
15 Skatepark Drop-in (w/discount card)	\$5	session	
16 Skatepark Unlimited Annual Pass	\$200 - \$350	pass	
17 Aquatic Training Programs (e.g. lifeguard, WSI)	\$200 - \$400	course	
18 Learn-to-Swim Program	\$45 - \$125	session	
19 Aquatic Programs	\$5 - \$125	activity	
20 Queen Califia's Magical Circle Garden Group Tour	\$5	person	
<u>Advertising</u>			
21 Recreation Guide Printed Ad - Outside Full Back Cover	\$2,000	placement	[b]
22 Recreation Guide Printed Ad - Inside Full Front Cover	\$1,850	placement	[b]
23 Recreation Guide Printed Ad - Inside Full Back Cover	\$1,850	placement	[b]
24 Recreation Guide Printed Ad - Inside Half Front Cover	\$1,125	placement	[b]
25 Recreation Guide Printed Ad - Inside Half Back Cover	\$1,125	placement	[b]
26 Recreation Guide Printed Ad - Interior Full page	\$1,500	placement	[b]
27 Recreation Guide Printed Ad - Interior Half page	\$875	placement	[b]
28 Recreation Guide Printed Ad - Interior 1/4 page	\$525	placement	[b]
29 Recreation Guide Digital Ad - Inside Full Front Cover	\$1,000	placement	[b]
30 Recreation Guide Digital Ad - Inside Half Front Cover	\$665	placement	[b]
31 Recreation Guide Digital Ad - Interior Full page	\$750	placement	[b]
32 Recreation Guide Digital Ad - Inside Half page	\$550	placement	[b]
33 Facility Advertising (banners, signs, stickers)	\$300 - \$5,000	item	
<u>Permits</u>			
34 Film/Photography Permit Fee (student films exempt)	\$100	application	
35 Special Event Permit Fee (Class B)	\$100	application	
36 Special Event Permit Fee (Class C & D)	\$200	application	
37 Special Event Permit Fee (Class E)	\$400	application	
38 Special Equipment/Inflatable/Commercial Catering	\$25	application	
39 Banner Permits	\$1,000	application	
40 Model Rocket Launch Permit	\$25	application	
<u>Merchandise</u>			
41 Queen Califia's Magical Circle Garden Merchandise	\$5 - \$50	Item	
42 Merchandise	\$1 - \$20	each	

Notes

[a] Contract recreation classes will have a 60/40 split with the City retaining 40% of the revenue. For classes in parks or at the contractor's facility the division will be 70/30, with the City retaining 30% of the revenue.

[b] No savings for multiple add placements.

City of Escondido Community Services Department - RENTAL FEES

User Classifications

Class A (FREE) : City of Escondido

Class B (30% discount) : Escondido-based nonprofit organizations with proof of 501(c)(3) status whose membership is comprised of at least 75% Escondido residents; government agencies; and schools (kindergarten through college).

Class C (20% discount) : Non-Escondido-based nonprofit organizations or any not-for-profit organization that may have a 501(c)4-11 designation or political organization subject to Section 527 of IRS rules (political party, committee, association, fund, or organization) not conducting fundraising or campaign activities.

Class D (10% discount) : Private parties of Escondido residents that have a valid Escondido address within zip codes 92025, 92026, 92027, or 92029.

Class E (full cost) : Commercial groups, businesses, users affiliated with commercial industries, non-Escondido residents, or elected officials conducting political campaign activities or fundraising events.

Proof of Status : In order to meet the classification requirement, proof of status will be requested. This may include one or more, but not limited to an Exemption Determination Letter from the IRS, a list of full organizational membership (to achieve 75% residency), Escondido business license, utility bill, rental/lease agreement with an Escondido address, or other proof that may fulfill the requirement. Branch offices within the city limits shall qualify as Escondido-based residency. Inability to provide proof of status will result in Class E categorization.

Activity Description	Class E Fee	Class D Fee (-10%)	Class C Fee (-20%)	Class B (-30%)	Charge Basis	Note
City Hall Meeting Rooms						
43 Mitchell Room (w/kitchen & patio)	\$125.00	\$113.00	\$100.00	\$88.00	hour (2 min)	
44 City Hall Dome Area	\$100.00	\$90.00	\$80.00	\$70.00	hour (2 min)	
45 City Hall Fountain	\$90.00	\$81.00	\$72.00	\$63.00	hour (2 min)	
46 City Hall Training Room 1	\$67.00	\$60.00	\$54.00	\$47.00	hour (2 min)	
Community Centers						
47 Mathes Center Meeting Room	\$70.00	\$63.00	\$56.00	\$49.00	hour	
48 Mathes Center Dance/Exercise Room	\$143.00	\$129.00	\$114.00	\$100.00	hour	
49 Washington Park Recreation Building	\$100.00	\$90.00	\$80.00	\$70.00	hour	
50 EVCC Citrus Room	\$67.00	\$60.00	\$54.00	\$47.00	hour	
51 EVCC Grove Room	\$65.00	\$59.00	\$52.00	\$46.00	hour	
52 EVCC Vineyard Room (w/kitchen)	\$136.00	\$122.00	\$109.00	\$95.00	hour	
53 EVCC Dance/Exercise Room	\$143.00	\$129.00	\$114.00	\$100.00	hour	
54 EVCC Gymnasium - Full	\$200.00	\$180.00	\$160.00	\$140.00	hour	
55 EVCC Gymnasium - Half	\$100.00	\$90.00	\$80.00	\$70.00	hour	
56 EVCC Children's Room (w/play area)	\$86.00	\$77.00	\$69.00	\$60.00	hour	
57 PACC Sycamore Room	\$84.00	\$76.00	\$67.00	\$59.00	hour	
58 PACC Maple Room	\$65.00	\$59.00	\$52.00	\$46.00	hour	
59 PACC Cedar Room	\$65.00	\$59.00	\$52.00	\$46.00	hour	
60 PACC Auditorium (w/kitchen)	\$200.00	\$180.00	\$160.00	\$140.00	hour	
61 PACC Oak Room	\$98.00	\$88.00	\$78.00	\$69.00	hour	
62 PACC West Courtyard Gazebo	\$75.00	\$68.00	\$60.00	\$53.00	hour	
63 PACC East Courtyard	\$128.00	\$115.00	\$102.00	\$90.00	hour	
64 PACC Sequioa Room	\$65.00	\$59.00	\$52.00	\$46.00	hour	

City of Escondido

Community Services Department - RENTAL FEES

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Class C (20% discount) : Non-Escondido-based nonprofit organizations or any not-for-profit organization that may have a 501(c)4-11 designation or political organization subject to Section 527 of IRS rules (political party, committee, association, fund, or organization) not conducting fundraising or campaign activities.

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Activity Description	Class E Fee	Class D Fee (-10%)	Class C Fee (-20%)	Class B (-30%)	Charge Basis	Note
Picnic Areas						
65 Jesmond Dene Pepper Tree (12-50 people)	\$207.00	\$186.00	\$166.00	\$145.00	Reservation	[c]
66 Jesmond Dene Pine Tree (12-50 people)	\$207.00	\$186.00	\$166.00	\$145.00	Reservation	[c]
67 KCP El Arroyo 1 (12-200 people) - Mini-Gazebo	\$230.00	\$207.00	\$184.00	\$161.00	Reservation	
68 KCP El Arroyo 2 (12-200 people) - Gazebo	\$230.00	\$207.00	\$184.00	\$161.00	Reservation	
69 KCP El Arroyo 1 & 2 (201-600 people)	\$345.00	\$311.00	\$276.00	\$241.00	Reservation	
70 KCP Tree Lake 1 (12-80 people) - Gazebo	\$230.00	\$207.00	\$184.00	\$161.00	Reservation	
71 KCP Tree Lake 2 (12-50 people)	\$207.00	\$186.00	\$166.00	\$145.00	Reservation	
72 KCP Tree Lake 3 (12-50 people)	\$207.00	\$186.00	\$166.00	\$145.00	Reservation	
73 KCP Ray Love (12-50 people)	\$207.00	\$186.00	\$166.00	\$145.00	Reservation	
74 KCP North Picnic Area (12-50 people)	\$207.00	\$186.00	\$166.00	\$145.00	Reservation	
75 KCP Adobe Circle (25 people)	\$115.00	\$104.00	\$92.00	\$81.00	Reservation	
76 Grove Park Gazebo (20 people)	\$115.00	\$104.00	\$92.00	\$81.00	Reservation	
Specialized Park Facilities						
77 Group Fitness Activity Fee	\$35.00	\$32.00	\$28.00	\$25.00	hour	
78 Tennis Court Fee (KCP, MVP, WP)	\$35.00	\$32.00	\$28.00	\$25.00	per court per hour	[d]
79 Pool Rental (JSP, WPP - include 2 lifeguards)	\$200.00	\$180.00	\$160.00	\$140.00	hour (2 min)	
80 Queen Califia's Magical Circle Garden	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	reservation (2 max)	[e]
81 Mayflower Dog Park Group Pen Fee	\$30.00	\$27.00	\$24.00	\$21.00	hour/pen	
Kit Carson Park Amphitheatre						
82 KCP Amphitheatre	\$250.00	\$225.00	\$200.00	\$175.00	hour	
83 KCP Amphitheatre Parking lot (only)	\$150.00	\$135.00	\$120.00	\$105.00	reservation	
Escondido Sports Center						
84 Soccer/Hockey Arena	\$115.00	\$104.00	\$92.00	\$81.00	hour	
85 Mini-Soccer Arena	\$75.00	\$68.00	\$60.00	\$53.00	hour	
86 Skate Park	\$160.00	\$144.00	\$128.00	\$112.00	hour	

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Community Services Department - RENTAL FEES

User Classifications

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Class C (20% discount) : Non-Escondido-based nonprofit organizations or any not-for-profit organization that may have a 501(c)4-11 designation or political organization subject to Section 527 of IRS rules (political party, committee, association, fund, or organization) not conducting fundraising or campaign activities.

Class D (10% discount) : Private parties of Escondido residents that have a valid Escondido address within zip codes 92025, 92026, 92027, or 92029.

Class E (full cost) : Commerical groups, businesses, users affiliated with commerical industries, non-Escondido residents, or elected officials conducting political campaign activities or fundraising events.

Proof of Status : In order to meet the classification requirement, proof of status will be requested. This may include one or more, but not limited to an Exemption Determination Letter from the IRS, a list of full organizational membership (to achieve 75% residency), Escondido business license, utility bill, rental/lease agreement with an Escondido address, or other proof that may fulfill the requirement. Branch offices within the city limits shall qualify as Escondido-based residency. Inability to provide proof of status will result in Class E categorization.

Activity Description	Class E Fee	Class D Fee (-10%)	Class C Fee (-20%)	Class B (-30%)	Charge Basis	Note
Sports Fields/Tournaments						
87 Field Usage	\$35.00	\$32.00	\$28.00	\$25.00	hour	
88 Ryan Park Tournament Field Use	\$275.00	\$248.00	\$220.00	\$193.00	day	
Notes						

[c] Added as a future rental space.

[d] Includes pickleball, needs to entire court if dual striped.

[e] No discounts offered, flat rate.

City of Escondido

Community Services Department - ADD-ON RENTAL FEES

Activity Description	Fees	Charge Basis	Note
Facility Rental Add-on			[f]
89 Facility Cleaning/Damage Deposit	\$250	reservation	
90 City Hall Staffing Fee (non-operational hours)	\$75	hour	[g]
91 CSD Staffing Fee (non-operational hours)	\$50	hour	[g]
92 Additional Pool Lifeguard	\$25	per guard per hour	
93 Light Fees - Field/Sports Rentals	\$24	per field per hour	
94 Baseball/Softball Tournament Field Deposit	\$60	field	
95 Baseball/Softball Tournament Field Preparation	\$25	field	
96 Baseball/Softball Tournament Maintenance Staffing Fee	cost recovery	hour	[h]
97 Ryan Park Tournament Maintenance Staffing Fee	cost recovery	hour	[h]
98 Ryan Park Tournament field deposit	\$100	field	

Notes

[f] These fees are not subject to classification discounts.

[g] Inclusive of holiday hours.

[h] Costs to be provided by PW following each event.

Attachment "2"

Item 11.

		FY2026	FY2025	FY2025	FY2024	FY2024	\$ Revenue	% Revenue	# Participant	% Participant	FY2023	FY2023
Programs and Activities		Revenue FYTD	Revenue	Participants	Revenue	Participants	Change 24/25	Change 24/25	Change 24/25	Change 24/25	Revenue	Participants
Description												
Adult Softball	Adult Softball Program (teams)	55,594	97,685	224	88,436	224	9,249	10%	-	0%	81,973	217
Hockey - Sports Center	Adult Hockey Program (teams)	135,059	196,122	174	163,608	169	32,514	20%	5	3%	137,394	96
Hockey CIF	High School Hockey Program (teams)	-	-	-	8,500	6	(8,500)	-100%	(6)	-100%	11,625	6
Kit Carson Skate Park	open skate sessions	2,059	11,565	266	27,295	945	(15,730)	-58%	(679)	-72%	36,154	1,962
Lap Swim	morning lap swim	5,961	9,041	2,591	11,210	1,801	(2,169)	-19%	790	44%	8,367	338
Learn to Swim Program	swim lessons	46,006	92,277	7,162	73,618	8,134	18,659	25%	(972)	-12%	42,066	1,127
Open Gym	EVCC gym drop-in play	17,695	30,375	6,053	28,436	5,710	1,939	7%	343	6%	25,659	3,120
Open Swim	pool open swim	6,696	6,808	1,440	4,683	948	2,125	45%	492	52%	4,327	134
Recreation Classes	recreation classes/activities	271,569	489,677	9,056	479,377	9,705	10,300	2%	(649)	-7%	347,111	7,500
Soccer - Sports Center	Youth Soccer Program	92,277	113,415	1,036	94,493	1,147	18,923	20%	(111)	-10%	115,489	1,309
Summer Day Camp Programs	Summer/Mini Camps	14,753	98,772	456	105,282	474	(6,510)	-6%	(18)	-4%	100,429	599
Tiny Tots	preschool program	248	134	-	56,340	106	(56,206)	-100%	(106)	-100%	97,359	290
Youth Sports	PAL Basketball Program	20,979	21,810	326	21,554	395	257	1%	(69)	-17%	26,504	416
		668,896	1,167,680	28,784	1,162,830	29,764	4,850	0.4%	(980)	-3%	1,034,458	17,114
Park and Facility Rentals		Revenue FYTD	Revenue	Rental Hrs	Revenue	Rental Hrs	Change 24/25	Change 24/25	Change 24/25	Change 24/25	Revenue	Rental Hrs
Description												
Amphitheater Use	KCP Amphitheater rental	-	400	-	1,460	4	(1,060)	-73%	(4)	-100%	3,706	45
Building Rentals	Cit Hall rentals	1,632	5,236	10	3,453	15	1,783	52%	(5)	-33%	8,341	104
EVCC Rentals	EVCC room rentals	82,705	106,185	2,160	96,475	2,458	9,709	10%	(298)	-12%	128,801	3,748
Senior Center Rentals	PACC room rentals	1,128	23,884	628	26,969	940	(3,086)	-11%	(313)	-33%	45,109	977
Field Rentals	Athletic field space	36,885	31,952	1,190	11,802	1,222	20,150	171%	(32)	-3%	12,616	1,069
Hockey Arena Rentals	ESC hockey rinks	39,896	55,583	829	33,112	841	22,471	68%	(12)	-1%	32,775	839
Park/Picnic Rentals	picnic areas	32,875	60,471	309	53,598	386	6,873	13%	(77)	-20%	55,874	331
Tennis Court Fees	Ray Love Tennis Center	10,012	16,496	1,135	9,299	2,078	7,197	77%	(943)	-45%	10,304	1,815
Soccer Arena Rentals	ESC soccer arenas	97,794	96,313	2,584	130,624	2,473	(34,311)	-26%	111	4%	136,573	2,843
Soccer Tournaments	Ryan Park (tournaments)	26,414	58,869	13	38,410	9	20,459	53%	4	44%	18,445	7
Softball Tournaments	KCP softball fields (tournaments)	62,315	54,855	16	55,228	16	(374)	-1%	-	0%	36,789	11
Swimming Pool Rentals	Washington Park and James Stone Pools	24,743	71,178	511	79,240	649	(8,062)	-10%	(138)	-21%	119,904	821
		416,399	581,419	9,385	539,669	11,092	41,751	7.7%	(1,707)	-15%	609,237	12,610
Permit Fees		Revenue FYTD	Revenue	Permits	Revenue	Permits	Change 24/25	Change 24/25	Change 24/25	Change 24/25	Revenue	Permits
Description												
Special Events/Film	film/special event permits	5,925	8,200	55	5,422	47	2,779	51%	8	17%	6,467	55
Special Event Reimbursement Fees	police, public works fee reimbursement	20,323	36,017	-	27,490	-	8,527	31%	-	N/A	23,699	-
		26,248	44,217	55	32,912	47	11,306	34.4%	8	17%	30,166	55
Administrative Fees		Revenue FYTD	Revenue	Permits	Revenue	Permits	Change 24/25	Change 24/25	FY25 v FY23	FY25 v FY23	Revenue	FY25 v FY22
Description									\$ Diff	% Diff		% Diff
Processing Fees	fees to cover direct costs	27,261	47,801	N/A	46,140	N/A	1,661	4%	7,901	20%	39,900	27%
Ballfield Light Fees	fees to ballfield lighting	149,342	61,338	N/A	27,099	N/A	34,239	126%	26,324	75%	35,013	165%
Youth League Admin Fees	admin player fee per registration	14,910	18,150	N/A	21,360	N/A	(3,210)	-15%	(3,885)	-18%	22,035	-9%
		191,513	127,289	-	94,599	-	32,690	34.6%	-	0%	96,948	58%
Donations/Advertising		Revenue FYTD	Revenue	Ads Sold	Revenue	Ads Sold	Change 24/25	Change 24/25	Change 24/25	Change 24/25	Revenue	Ads Sold
Description												
Recreation Guide Advertising	Advertisements in Rec Guide	-	-	-	-	-	-	0%	-	0%	-	1
Senior Meal Payments	senior meal donations	6,332	9,894	N/A	9,856	N/A	38	0%	N/A	N/A	9,449	N/A
Senior Van Fee	senior transportation donations	466	405	N/A	258	N/A	147	57%	N/A	N/A	204	N/A
Advertising/Sponsorships	sponsorship/concessions	2,842	5,800	N/A	12,600	N/A	(6,800)	-54%	N/A	N/A	12,600	N/A
		9,640	16,099	-	22,714	-	(6,615)	-29.1%	-	0%	22,253	-
Fiscal Year Totals		Revenue FYTD	Revenue	% Diff	Revenue		FY25 v FY24	FY25 v FY24	FY25 v FY23	FY25 v FY23	Revenue	FY25 v FY22
Description							\$ Diff	% Diff	\$ Diff	% Diff		% Diff
Total Revenue (excluding contract agreements)		1,286,448	1,936,704	-34%	1,852,723	-	72,675	3.9%	143,643	8%	1,793,061	15%
Contract Agreement		FY2026	FY2025		FY2024		\$	%			FY2023	
Description												
On Track	Before/After School Program	N/A	1,000,012		1,161,255		(161,243)	-14%			1,161,645	
		-	1,000,012	-	1,161,255	-	(161,243)	-13.9%	-	-	1,161,645	-

Attachment "2"

Item 11.

Programs and Activities		FY2022	FY2022	FY2021	FY2021	FY2020	
Description	Description	Revenue	Participants	Revenue	Participants	Revenue	Notes/Trends
Adult Softball	Adult Softball Program (teams)	74,934	206	26,074	125	43,700	
Hockey - Sports Center	Adult Hockey Program (teams)	82,500	76	28,263	24	39,799	
Hockey CIF	High School Hockey Program (teams)	8,125	7	-	-	14,125	program ended 2024
Kit Carson Skate Park	open skate sessions	68,850	2,688	77,558	1,957	47,499	closed September 2025
Lap Swim	morning lap swim	9,550	449	2,641	127	-	
Learn to Swim Program	swim lessons	83,689	1,653	65,043	1,423	16,987	
Open Gym	EVCC gym drop-in play	21,230	3,100	3,438	435	15,052	
Open Swim	pool open swim	6,715	132	6,534	74	2,222	
Recreation Classes	recreation classes/activities	284,570	6,450	131,655	2,438	130,206	fee set by contract instructor
Soccer - Sports Center	Youth Soccer Program	91,519	1,309	37,578	494	46,254	
Summer Day Camp Programs	Summer/Mini Camps	62,818	436	440	-	41,971	FY24 9-weeks vs FY 25 8-weeks
Tiny Tots	preschool program	80,646	260	41,155	200	86,891	program ended FY2024
Youth Sports	PAL Basketball Program	27,472	542	50	-	13,211	partnership with EPD
		902,618	17,308	420,430	7,297	497,918	

Park and Facility Rentals		FY2022	FY2022	FY2021	FY2021	FY2020	
Description	Description	Revenue	Rental Hrs	Revenue	Rental Hrs	Revenue	Notes/Trends
Amphitheater Use	KCP Amphitheater rental	3,005	39	383	11	992	Patio Playhouse lease May-Oct
Building Rentals	Cit Hall rentals	8,253	63	(1,563)	-	9,408	
EVCC Rentals	EVCC room rentals	115,881	2,931	25,864	443	58,851	
Senior Center Rentals	PACC room rentals	16,467	438	128	7	33,513	
Field Rentals	Athletic field space	16,896	1,455	18,874	602	7,371	
Hockey Arena Rentals	ESC hockey rinks	34,314	854	15,554	251	19,114	
Park/Picnic Rentals	picnic areas	43,795	310	13,686	74	23,522	
Tennis Court Fees	Ray Love Tennis Center	5,859	1,408	2,525	319	3,512	
Soccer Arena Rentals	ESC soccer arenas	94,680	2,692	47,292	674	49,998	
Soccer Tournaments	Ryan Park (tournaments)	21,895	9	17,980	5	18,175	
Softball Tournaments	KCP softball fields (tournaments)	56,404	17	13,519	8	33,922	
Swimming Pool Rentals	Washington Park and James Stone Pools	233,483	879	210,195	643	104,929	
		650,932	11,095	364,435	3,036	363,305	

Permit Fees		FY2022	FY2022	FY2021	FY2021	FY2020	
Description	Description	Revenue	Permits	Revenue	Permits	Revenue	Notes/Trends
Special Events/Film	film/special event permits	5,695	58	5,500	36	6,000	
Special Event Reimbursement Fees	police, public works fee reimbursement	24,864	-	-	-	-	not included in official CSD revenue
		30,559	58	5,500	36	6,000	

Administrative Fees		FY2022	FY25 v FY21	FY2021	FY25 v FY20	FY2020	
Description	Description	Revenue	% Diff	Revenue	% Diff	Revenue	Notes/Trends
Processing Fees	fees to cover direct costs	37,679	227%	14,605	361%	10,361	
Ballfield Light Fees	fees to ballfield lighting	23,131	180%	21,944	84%	33,406	
Youth League Admin Fees	admin player fee per registration	19,975	175%	6,610	1%	17,910	
		80,786	195%	43,158	106%	61,677	

Donations/Advertising		FY2022	FY2022	FY2021	FY2021	FY2020	
Description	Description	Revenue	Ads Sold	Revenue	Ads Sold	Revenue	Notes/Trends
Recreation Guide Advertising	Advertisements in Rec Guide	875	2	1,000	-	-	
Senior Meal Payments	senior meal donations	11,940	N/A	2,489	N/A	8,186	
Senior Van Fee	senior transportation donations	181	N/A	-	N/A	2,027	
Advertising/Sponsorships	sponsorship/concessions	12,600	N/A	6,539	N/A	9,112	
		25,596		10,028		19,325	

Fiscal Year Totals		FY2022	FY25 v FY21	FY2021	FY25 v FY20	FY2020	
Description	Description	Revenue	% Diff	Revenue	% Diff	Revenue	Notes/Trends
Total Revenue (excluding contract agreements)		1,690,490	130%	843,551	104%	948,225	Excludes Contract Agreements

Contract Agreement		FY2022	FY2021	FY2020	
Description	Description	Revenue	Revenue	Revenue	Notes/Trends
On Track	Before/After School Program	81,332	7,277	147,727	Not part of user fee schedule
		81,332	7,277	147,727	

KEY-

CONSENT CALENDAR CURRENT BUSINESS

PUBLIC HEARING WORKSHOP PROCLAMATION

Item 12.



CITY of ESCONDIDO

FUTURE AGENDA

5/13/2026

PROCLAMATIONS - 2026 NATIONAL PUBLIC WORKS' WEEK, NATIONAL BUILDING SAFETY MONTH, MENTAL HEALTH AWARENESS MONTH, ECONOMIC DEVELOPMENT MONTH

CONSENT CALENDAR - (D. SHULTZ) - TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2026

CONSENT CALENDAR - (D. SHULTZ) - THE CITY OF ESCONDIDO'S INVESTMENT POLICY

CONSENT CALENDAR - (C. MCKINNEY) - HERITAGE GARDEN

CONSENT CALENDAR - (K. SNYDER) - AWARD OF CONTRACT FOR CONSTRUCTION OF WESTSIDE PARK SKATE SPOT PROJECT

CONSENT CALENDAR - (K. SNYDER) - APPROVE PROPOSED SAN DIEGO GAS AND ELECTRIC EASEMENTS AT 272 E. VIA RANCHO PARKWAY

CONSENT CALENDAR - (K. SNYDER) - REQUEST APPROVAL FOR CONTRACT AMENDMENT TO THE PUBLIC IMPROVEMENT WITH PALM ENGINEERING CONSTRUCTION COMPANY, INC FOR THE MOUNTAIN VIEW PARK PICKLEBALL COURT PROJECT

CONSENT CALENDAR - (K. SNYDER) - FIRST AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH NV5 INC - 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.

CONSENT CALENDAR - (K. SNYDER) - SECOND AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH INTERWEST CONSULTING GROUP - Request the City Council approve Resolution No. 2026-63 authorizing the Mayor to execute the Second Amendment to the Consulting Services Agreement with Interest Consulting Group, Inc. in the amount of \$550,000 for On-Call Building Plan Review and Inspection Services.

CONSENT CALENDAR - (D. PETERSON) - NOTICE OF COMPLETION FOR THE EMERGENCY TRUNK SEWER REPAIR - 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.

CURRENT BUSINESS - (Z. BECK) - BOARD AND COMMISSION INTERVIEWS

RENT REVIEW BOARD HEARING - (K. SNYDER) - SHORT-FORM RENT INCREASE APPLICATION FOR GREENCREST MOBILEHOME PARK

RENT REVIEW BOARD HEARING - (K. SNYDER) - SHORT-FORM RENT INCREASE APPLICATION FOR EASTWOOD MEADOWS MOBILEHOME PARK

PUBLIC HEARING - (D. PETERSON) - 2025 URBAN WATER MANAGEMENT PLAN - Request the City Council adopt Resolution No. 2026-XX, approving the 2025 Urban Water Management Plan (UWMP).

PUBLIC HEARING - (J. GOULART) - AMENDMENT TO LOCAL ENCAMPMENT ORDINANCE

PUBLIC HEARING - (K. PLUNKETT) - FIREWORKS ORDINANCE - It is requested that the City Council approve Ordinance No. 2026-06 regarding fireworks regulations. The purpose of the ordinance is to implement 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 fire risks, noise

CURRENT BUSINESS - (J. SCHOENECK) - THE DOWNTOWN ESCONDIDO BENEFIT IMPROVEMENT DISTRICT - Request the City Council approve Resolution 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.

CURRENT BUSINESS - (T. BATSON) - EMERGENCY MEDICAL SERVICES USER FEE UPDATE - Request the City Council provide direction regarding Emergency Medical Services (EMS) User Fees

CURRENT BUSINESS - (K. SNYDER) - DEVELOPMENT SERVICE FEES UPDATE AND REQUEST FOR CHANGES - Request the City Council receive and file the Development Service Fees update and request for any changes if necessary.

KEY-

CONSENT CALENDAR CURRENT BUSINESS

PUBLIC HEARING WORKSHOP PROCLAMATION

Item 12.

5/20/2026

PROCLAMATION - WATER AWARENESS MONTH

PRESENTATION - "LOVE WATER, SAVE WATER" 4TH GRADE POSTER CONTEST FINALISTS' RECOGNITION

PUBLIC HEARING - (K SNYDER) - 2026-2027 ANNUAL ACTION PLAN FOR THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM- Request the City Council conduct a public hearing to solicit and consider citizen input on the FY 2026-2027 HUD Annual Action Plan for the use of CDBG funds; and Adopt resolution 2026-xxx approving Fiscal Year 2026-2027 HUD Annual Action Plan for use of CDBG Funds, conditionally commit funds to projects, authorize the Director of Community Development to execute contracts as appropriate and approve the submittal of the FY 2026-2027 Annual Action Plan to HUD.

CURRENT BUSINESS - (C.HOLMES) - FISCAL YEAR 2026/27 OPERATING BUDGET BRIEFING - Request the City Council provide direction regarding the Fiscal Year 2026/27 Operating Budget.

WORKSHOP - (V. BERNABEO) - PRELIMINARY FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND BUDGET, FISCAL YEARS 2026/27-2030/31

5/27/2026 - NO MEETING (MEMORIAL DAY)