



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 30, 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

INTERIM CITY ATTORNEY

Dare DeLano

CITY CLERK

Zack Beck

HOW TO WATCH

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

In Person



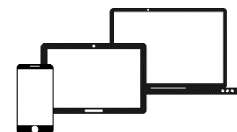
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 30, 2026

HOW TO PARTICIPATE

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

In Person



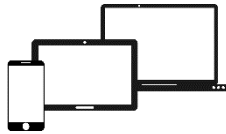
Fill out Speaker Slip and Submit to City Clerk

In Writing



escondido-ca.municodemeetings.com

Online



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

ASSISTANCE PROVIDED

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





CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 30, 2026

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

FLAG SALUTE

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

CALL TO ORDER

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

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 Council and Housing Successor Agency warrants issued between September 7, 2026 to September 20, 2026.

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

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

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 30, 2026

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

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

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

Presenter: Jason Christman, Interim City Engineer

a) Resolution No. 2026-158

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

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

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

Presenter: Leia Cabrera, Engineering Manager

a) Resolution No. 2026-153

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

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

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

Presenter: Garrett Smith, City Planner



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 30, 2026

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

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

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

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

a) Resolution No. 2026-136

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

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

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

Presenter: Nicole Lindsay, Management Analyst II

a) Resolution No. 2026-148

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

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

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

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2026-161



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 30, 2026

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

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

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

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2026-162

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

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

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

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2026-164

13. YEAR 2027 HOLIDAYS

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

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

Presenter: Daniel Alvarado, Human Resources Manager

a) Resolution No. 2026-155



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 30, 2026

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

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

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

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

CURRENT BUSINESS

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

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

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

Presenter: Councilmember Judy Fitzgerald

FUTURE AGENDA

16. FUTURE AGENDA

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

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

UPCOMING MEETING SCHEDULE

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, SEPTEMBER 30, 2026

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

SUCCESSOR AGENCY

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

CEQA STATEMENT

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



Consent Item No. 1

September 30, 2026

A F F I D A V I T S

O F

I T E M

P O S T I N G – N O N E



STAFF REPORT

September 30, 2026

File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER

DEPARTMENT

Finance

RECOMMENDATION

Approval for City Council and Housing Successor Agency warrants issued between September 7, 2026 to September 20, 2026

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

Dates	09/07/2026 to 09/20/2026
Total	\$9,039,511.13
Number of Warrants	398

BACKGROUND

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

FLAG SALUTE

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

CALL TO ORDER

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

PROCLAMATION

National Community Planning Month

ORAL COMMUNICATIONS

Nayeli Corrales – Requested the City Council cancel the ICE firing range contract

Maria Wallace – Requested the City Council cancel the ICE firing range contract

Lisa Richards – Requested the City Manager provide more detailed reports at the end of City Council Meetings

Yusef Miller – Requested the City Council cancel the ICE firing range contract

CONSENT CALENDAR

Motion to approve items 1-8, 12-14: White; Second: Fitzgerald; Approved: 5-0

1. **AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING (COUNCIL/RRB)**
2. **APPROVAL OF WARRANT REGISTER**

Request the City Council approve the City Council and Housing Successor Agency warrants issued between August 24, 2026 to September 06, 2026.

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

3. **APPROVAL OF MINUTES: Regular meeting of September 2, 2026**

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

5. **PL24-0286- FIRST AMENDMENT TO CONSULTING AGREEMENT WITH DUDEK**

Request the City Council adopt Resolution No. 2026-133, approving the First Amendment to the Consulting Services Agreement with Dudek to increase the Not-To-Exceed ("NTE") amount and extend the contract period for the completion of the City's Urban Forest Management Plan. (File Number 0600-10; A-3610-1)

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

Presenter: Pricila Roldan, Associate Planner

a) Resolution No. 2026-133

6. **PUBLIC SERVICES AGREEMENT FOR SENIOR NUTRITION PROGRAM MEAL SERVICES**

Request the City Council Resolution No. 2026-157 authorizing a 3-year Public Services Agreement for Rowe Solutions, Inc. in the amount of \$782,343 for preparation and delivery of Senior Nutrition Program meals to the Park Avenue Community Center. (File Number 0600-10; A-3616)

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

Presenter: Nicole White, Community Services Manager

a) Resolution 2026-157

7. **CITY CONFLICT OF INTEREST CODE UPDATE**

Request the City Council adopt Resolution No. 2026-160, amending the City of Escondido's Conflict of Interest Code pursuant to the California Political Reform Act, to update the list of designated public employees and public officials who are required to file a statement of economic interest and provide required disclosure categories. (File Number 0640-30)

Staff Recommendation: Approval (City Attorney's Office: Dare DeLano, Interim City Attorney)

a) Resolution No. 2026-160



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

8. **FIRST AMENDMENT TO PUBLIC SERVICES AGREEMENT WITH NORTH STATE ENVIRONMENTAL FOR HAZARDOUS WASTE DISPOSAL SERVICES**

Request the City Council adopt Resolution No. 2026-144, authorizing the Mayor to execute, on behalf of the City, a First Amendment to the Public Services Agreement (“PSA”) with North State Environmental in the amount of \$40,000, bringing the total not-to-exceed contract amount to \$240,000. (File Number 0600-10; A-3617-1)

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

Presenter: Daniel Peterson, Director of Utilities

a) Resolution No. 2026-144

9. **FISCAL YEAR 2026-27 REGIONAL REALIGNMENT RESPONSE GRANT AND BUDGET ADJUSTMENT**

Request the City Council adopt Resolution No. 2026-154 (1) authorizing the Chief of Police to accept a Fiscal Year 2026-27 Regional Realignment Response Grant in the amount of \$80,000 from the State of California Board of Community Corrections; (2) authorizing the Chief of Police or his designee to execute grant documents on behalf of the City; and (3) approving budget adjustments needed to spend grant funds. (File Number 0480-70)

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

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2026-154

Gregg Oliver – Requested clarification regarding the grant.

Motion: J. Garcia; Second: Fitzgerald; Approved: 4-1 (Martinez – No)

10. **FISCAL YEAR 2024-25 U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT – LOCAL SOLICITATION AND BUDGET ADJUSTMENT**

Request the City Council adopt Resolution No. 2026-149 to (1) authorize the Police Department to accept a \$40,876 Fiscal Year 2024-25 Edward Byrne Memorial Justice Assistance Grant (JAG); (2) authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and (3) approve budget adjustments needed to spend grant funds. Grant funds will cover salary expenses for part-time patrol technicians. (File Number 0480-70)

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

Presenter: Ken Plunkett, Chief of Police



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

a) Resolution No. 2026-149

Gregg Oliver – Requested clarification regarding the grant.

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

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

Request the City Council adopt Resolution No. 2026-159 authorizing the Mayor to execute, on behalf of the City, an Assignment, Assumption, and Amendment of Reciprocal Parking Agreement (“Assignment”) by and between the City of Escondido, Escondido Chamber of Commerce, and Precision Club, LLC. (File Number 0600-10; A-3618)

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

Presenter: Christopher McKinney, Deputy City Manager

a) Resolution No. 2026-159

Motion to continue the item: Fitzgerald; Second: White; Approved: 4-1 (C. Garcia – Abstain)

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

12. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTERS 5, 10, 18, AND 28 OF THE ESCONDIDO MUNICIPAL CODE TO REGULATE BICYCLES, NONMOTORIZED VEHICLES, AND MOBILITY DEVICES

Approved on August 26, 2026 with a vote of 4/1 (White - No)

a) Ordinance No. 2026-07 (Second Reading and Adoption)

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

Approved on August 26, 2026 with a vote of 5/0.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

a) Ordinance No. 2026-16 (Second Reading and Adoption)

14. **AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 ESTABLISHING A FORTY-FIVE (45) DAY MORATORIUM ON THE ESTABLISHMENT, EXPANSION, OR INTENSIFICATION OF DATA CENTERS AND OTHER SIMILAR HIGH-INTENSITY COMPUTING USES WITHIN THE CITY OF ESCONDIDO; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA**

Approved on August 26, 2026 with a vote of 5/0.

a) Ordinance No. 2026-18 (Second Reading and Adoption)

CURRENT BUSINESS

15. **APPEAL OF THE AUGUST 10, 2026 PUBLIC ART COMMISSION DECISION TO RETAIN ARTWORK OF "THE ALBERT H. BEACH HOUSE" ON A TRAFFIC SIGNAL BOX LOCATED AT 5TH AVENUE AND JUNIPER STREET**

Request the City Council consider an appeal of an August 10, 2026 decision of the Public Art Commission ("PAC") submitted by Julie Anne Moore and Mark Moore. (File Number 0610-75)

Staff Recommendation: None (Economic Development Department: Christopher McKinney, Deputy City Manager)

Presenter: Christopher McKinney, Deputy City Manager

Mr. Mark Moore and Mrs. Julie Anne Moore withdrew their appeal of the August 10, 2026 Public Art Commission decision to retain artwork of "The Albert H. Beach House" on the traffic signal box located at 5th Avenue and Juniper Street. As a result, item #15 was removed from the agenda.

16. **A CONSULTING SERVICES AGREEMENT WITH JONES LANG LASALLE AMERICAS, INC. FOR REAL PROPERTY CONSULTING SERVICES**

Request the City Council adopt Resolution No. 2026-147 authorizing the Mayor to execute, on behalf of the City, a Consulting Services Agreement ("CSA") with Jones Lang LaSalle Americas, Inc. (referred to herein as "JLL" or "Consultant") for real property consulting services. (File Number 0600-10; A-3612)

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

Presenters: Francisco Vargas, Management Analyst – Economic Development; Timer Paidá, Management Analyst – Real Property



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

a) Resolution No. 2026-147

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

17. LETTER IN SUPPORT OF THE NORTH COUNTY TRANSIT DISTRICT APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION FISCAL YEAR 2026 GRANTS FOR BUSES AND BUS FACILITIES

Request the City Council authorize the Mayor to execute a letter, on behalf of the City of Escondido, in support of the North County Transit District application to the Federal Transit Administration for funding under the Fiscal Year 2026 Grants for Buses and Bus Facilities Program for the Bus Security Camera Modernization Project. (File Number 0600-00)

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

Presenter: Joe Garcia, Deputy Mayor

Gregg Oliver – Requested clarification on how data will be stored and that grant funds be used to improve NCTD Buses and Bus Facilities in Escondido.

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

WORKSHOP

18. DEVELOPMENT SERVICES STREAMLINING UPDATE

Request the City Council receive and file the Development Services Streamlining update. (File Number 0800-90)

Staff Recommendation: None (Development Services Department: Kevin Snyder, Director of Development Services)

Presenters: Megan Crooks, Management Analyst II, and Kevin Snyder, Director of Development Services

FUTURE AGENDA

19. FUTURE AGENDA

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

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT

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

ORAL COMMUNICATIONS

Gregg Oliver – Expressed gratitude for City Staff and requested the City Council cancel the ICE firing range contract

ADJOURNMENT

Mayor White adjourned the meeting at 6:25 p.m.

MAYOR

CITY CLERK



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

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

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

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

RECOMMENDATION

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

Respectfully Submitted,

Zack Beck
City Clerk



STAFF REPORT

September 30, 2026

File Number 0910-20

SUBJECT

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

DEPARTMENT

Development Services

RECOMMENDATION

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

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

Presenter: Jason Christman, Interim City Engineer

ESSENTIAL SERVICE – Yes, Public Works/Infrastructure

COUNCIL PRIORITY – Prioritize Public Safety

FISCAL ANALYSIS

The City entered into a Public Improvement Agreement with Vortex Services, LLC, dba Sancon Technologies on January 27, 2026, in the amount of \$1,812,580 for the Project, fully funded by Gas Tax Funds.

The remaining Project balance and the 10% contingency authorized by Municipal Code Article 6 Section 10-138 is available to pay for \$344,121.50 of the currently proposed change order.

An additional \$344,466.50 in funding is needed to reach the total proposed change order amount of \$688,588. In anticipation of any unforeseen costs associated with this change order an additional contingency is being requested to be available with authorization for this amount to be completed by the City Manager in the amount of \$105,533.50.

A Budget Adjustment accompanying this recommendation is being requested for \$450,000 of available Gas Tax Funds to provide the funding needed to complete the Project.



CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

On November 5, 2025, the City Council adopted Resolution No. 2025-130, authorizing the award of the Storm Drain Rehabilitation Project, Phase IV, to Vortex Services, LLC, dba Sancon Technologies, Inc. ("Contractor") in the amount of \$1,812,580.

BACKGROUND

In August 2026, the City's Public Works Department received a complaint from a resident regarding a sinkhole forming on Conway Drive in the vicinity of the City's Storm Drain Facility Number 14007, a 48-inch corrugated metal pipe storm drain running under Conway Drive between Vista Avenue and Lehner Avenue. After performing site evaluations, it was determined that the City storm drain facility (Facility #14007) is in need of immediate repair. The facility is one 48-inch diameter corrugated metal storm drain pipeline which runs parallel Conway Drive, between the intersections of Conway Drive and Vista Avenue to the South, and Conway Drive and Lehner Avenue to the North. The total length of the pipe is approximately 425 feet.

Based on recent photographs and field observations performed by City staff, the pipe has deteriorated to the point where it has partially collapsed in several locations, resulting in a sinkhole forming in the street. The remainder of the pipe that has not failed completely yet is in very poor condition and could collapse at any time. Additionally, as more flow enters the facility and escapes through the collapsed portion of the pipe, the sinkhole grows in size. Based on this updated information on the pipe condition, this pipe would now receive a Grade 5 rating and requires full restoration. A Grade 5 rating is considered the highest priority rating.

Rehabilitation of Grade 5 Highest Priority pipelines have been prioritized during the Storm Drain Rehabilitation Program through Phases I-IV. Below is a summary of repairs made during the previous and current phases of the program.

Completed/Budgeted Pipeline Repair

Project Phase	Timing	# of Pipes	Total Length	Estimated Cost
Phase 1	Completed FY 19/20	18	2,294	\$ 839,828.95
Phase 2	Completed FY 20/21	21	2,929	\$ 471,772.00
Phase 3	Completed FY 24/25	20	3,705	\$ 1,519,068.64
Phase 4	Current FY 25/26	20	2,251	\$ 1,812,580.00

If this change order is approved, the Contractor will prioritize this repair and complete the work prior to the coming rainy season thereby minimizing the risks associated with additional deterioration.



CITY *of* ESCONDIDO

STAFF REPORT

RESOLUTIONS

- a. Resolution No. 2026-158

ATTACHMENTS

- a. Attachment "1" – Budget Adjustment Request

RESOLUTION NO. 2026-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, APPROVING A CHANGE
ORDER WITH SANCON TECHNOLOGIES, INC. FOR
ADDITIONAL REPAIRS FOR THE STORM DRAIN LINING
AND REHABILITATION PROJECT, PHASE IV

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program (“CIP”) Budget for the City’s Storm Drain Lining and Rehabilitation Program; and

WHEREAS, on January 27, 2026, the City entered into a Public Improvement Agreement with Vortex Services, LLC, dba Sancon Technologies, in the amount of \$1,812,580 for Storm Drain Rehabilitation, Phase IV Project (“Project”); and

WHEREAS, based on recent photographs and field observations performed by City staff, it has been determined that a change order in the amount of \$688,000 is necessary to complete emergency repairs to an existing 48 inch corrugated metal pipe as part of the Project; and

WHEREAS, in anticipation of any unforeseen costs associated with the proposed change order, it has been determined that an additional contingency in the amount of \$105,533.50 is also necessary for completion of the Project; and

WHEREAS, authorization for a future change order utilizing the \$105,533.50 contingency shall be delegated to the City Manager; 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. That the City Council approves the construction change order for Vortex Services, LLC, dba Sancon Technologies, to complete additional emergency storm drain repairs and lining up to an amount of \$688,000, and authorizes any additional documents and budget adjustments as required to expend the funds anticipated.

3. That the City Manager is delegated the the authority to approve change orders as needed for contingency purposes up to \$105,533.50.



BUDGET ADJUSTMENT REQUEST

Department:	Development Services	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Kevin Snyder	
City Council Meeting Date: (attach staff report)	09/30/26	

EXPLANATION OF REQUEST

There is an immediate need to repair a 48- inch corrugated metal pipe that conveys storm water safely on Conway Avenue. This budget adjustment will add \$450,000 to the Storm Drain Repair and Improvement Project and close projects in the Gas Tax Fund that have been completed in prior years or are no longer moving forward.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Storm Drain Repair and Improvement	Gas Tax Fund 1108	450,000	
LED Street Light Conversions	Gas Tax Fund 1108		374,795
Welcome Signs	Gas Tax Fund 1108		75,205

APPROVALS

Signed by: 44511725EAE647E... Kevin H Snyder 9/21/2026		Signed by: B56F52D8C10540B... Christina Holmes 9/21/2026	
DEPARTMENT HEAD		FINANCE	
DATE		DATE	



STAFF REPORT

September 30, 2026
File Number 0600-10; A-3621

SUBJECT

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

DEPARTMENT

Development Services

RECOMMENDATION

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

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

Presenter: Leia Cabrera, Engineering Manager

ESSENTIAL SERVICE – Yes, Land Use/Development and Public Works/Infrastructure

COUNCIL PRIORITY – Drive Community and Land Development

FISCAL ANALYSIS

The three-year agreement with Reilly Construction Management, Inc. ("RCM") shall not exceed \$250,000. All costs associated with construction management and inspection of private development sewer lift stations ("Project") will be paid for by the Developer in accordance with the Subdivision Improvement Agreement. The Developer will deposit funding for six-months of projected Project costs and will maintain deposit funding adequate for three months of projected City Project costs.

PREVIOUS ACTION

None

BACKGROUND

On March 11, 2026, City staff issued a Request for Proposals ("RFP") No. 26-22 for "As-Needed Construction Management and Inspection of Sewer Lift Stations for Private Development Projects". Based on the four responses received and the oral presentations made to the interview panel, staff recommends



CITY *of* ESCONDIDO

STAFF REPORT

executing a consulting agreement with RCM based on their qualifications and experience in construction management and inspection of sewer lift stations.

Reilly Construction Management, Inc. is a local consulting company currently providing support for Rincon del Diablo Municipal Water District's ("RDDMWD") construction management and inspection contract. RCM worked with staff in the City's Utility Department on the construction and retrofit of several RDDMWD pump stations in Escondido.

Staff recommends the City Council authorize the Consulting Agreement with Reilly Construction Management, Inc. for construction management and inspection services in the amount of \$250,000. The total cost of services totaling \$250,000 will be paid for by the Developer in accordance with the Project Conditions of Approval.

RESOLUTIONS

- a. Resolution No. 2026-153
- b. Resolution No. 2026-153 Exhibit "A" –Consulting Agreement with Reilly Construction Management, Inc.

RESOLUTION NO. 2026-153

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT WITH REILLY CONSTRUCTION MANAGEMENT, INC. FOR ON CALL ENGINEERING SERVICES

WHEREAS, the City of Escondido ("City") has determined that it is in the City's best interest to retain the professional services of a consultant to perform construction management and inspection of sewer lift stations for private development projects; and

WHEREAS, on March 11, 2026, City staff issued a Request for Proposals ("RFP"), RFP No. 26-22, for "As-Needed Construction Management and Inspection of Sewer Lift Stations for Private Development Projects;" and

WHEREAS, based on the four responses received and the oral presentations made to the interview panel, staff recommends executing an agreement with Reilly Construction Management, Inc. ("RCM") based on their qualifications and experience in construction management and inspection of sewer lift stations; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve the Consulting Agreement with RCM for on call engineering services.

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

1. That the above recitations are true.

2. That the City Council authorizes the Mayor to execute, on behalf of the City, the Consulting Agreement with Reilly Construction Management, Inc. for on call engineering services in the amount of \$250,000, which is attached and incorporated to this Resolution as Exhibit "A" and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
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: Leia Cabrera, Engineering Manager
760-839-4568
("CITY")

And: Reilly Construction Management, Inc.
a California corporation
3585 Prince Street
Escondido, CA 92025
Attn: Scott Reilly
760-310-9816
("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 perform construction management and inspection of sewer lift stations for private development projects;

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 **\$250,000**. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
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. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post all job site notices required by regulation. CONSULTANT, 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 CONSULTANT to comply with this section.
24. 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.
25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Dane White
Mayor

REILLY CONSTRUCTION MANAGEMENT, INC.

Date: _____

Scott Reilly, Owner, CEO, Secretary, & CFO

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

Reilly Construction Management, Inc., a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to the City's construction management and inspection of sewer lift stations for private developments.

B. Location

Consultant to provide construction management and inspection services in relation to private development projects at various locations in Escondido.

C. Services

The City Engineer or his designee shall assign construction projects to the Consultant via written correspondence. The Consultant's services provided under this agreement shall be subject to City oversight. The Consultant shall accept all assignments and shall perform the following services:

1. General Project Management and Coordination:
 - a. Maintain ongoing interaction with project stakeholders
 - b. Assist with public affairs
 - c. Review project plans, specifications, and schedule
 - d. Attend pre-construction meeting
2. Construction Management:
 - a. Constructability reviews of plans, specifications, and reports
 - b. Document all project communications and implement a document control system
 - c. Prepare narratives and photodocumentation regarding construction activity and progress in daily reports
 - d. Review construction schedule for key items
 - e. Attend construction progress meetings
 - f. Review and approve submittals
 - g. Review and interpret plans and specifications and assist with RFIs
 - h. Provide and manage inspection, geotechnical engineering, testing and survey services
 - i. Monitor environmental compliance and conduct mitigation as required
 - j. Identify, prepare, log, and monitor all claims, changes, extra work, field orders, and change orders
 - k. Resolve claims and disputes
3. Close-Out Services:
 - a. Prepare punch lists
 - b. Collect and review all final submittal items
 - c. Recommend acceptance of the project
 - d. Review and certify record drawings
 - e. Ensure compilation and submittal of O&M manuals, instruction manuals, parts lists, spare parts, and warranty lists for equipment procured, and coordinate operator training.

D. Scheduling

Consultant to schedule specific dates of work in advance by contacting Leia Cabrera at 760-839-4568 or leia.cabrera@escondido.gov. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price shall not exceed **\$250,000**. The Consultant's rate sheet is found in Attachment "C". 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 **three years**, commencing on the Effective Date of the Agreement ("Initial Term"). The Initial Term may be extended an additional two years via an Amendment in accordance with Section 12 (Amendment).

G. Other

The City is experiencing greater than normal growth. As of the Effective Date of this Agreement, more than five major development projects are in various stages of review. Given the current growth trends, recent City-staff turn-over, the complexity and timelines of pending projects, and the need to ensure safety of residents and the community, the City has recognized the need for third party assistance in performing the services described herein.

Additionally, as of the Effective Date of this Agreement, the City does not retain staff with the requisite experience, skill, and qualifications to inspect private sewer lift stations.

ATTACHMENT "B"

Personnel List

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

1. Scott Reilly, Construction Manager/Principal in Charge, scott@reillycm.com, Reilly Construction Management, Inc.; and
2. Rocky Anderson, Senior Field Inspector, randerson@reillycm.com, Reilly Construction Management, Inc.; and
3. David Ortega, Field Inspector, dortega@reillycm.com, Reilly Construction Management, Inc.; and
4. Doug Winchester, Field Inspector, dwinchester@reillycm.com, Reilly Construction Management, Inc.; and
5. Megan Rzonca, Document Control Specialist, mrzonca@reillycm.com, Reilly Construction Management, Inc.; and
6. Jim Hudson, Electrical Field Inspector/Owner, jim.hudson@rockwell-cs.com, Rockwell Construction Services; and
7. Tom Klein, Electrical SCADA Inspector, thomas.klein@rockwell-cs.com, Rockwell Construction Services; and
8. Jim Harris, Electrical Field Inspector, jim.harris@rockwell-cs.com, Rockwell Construction Services; and
9. Bob Bellon, Electrical Field Inspector, bob.bellon@rockwell-cs.com, Rockwell Construction Services; and
10. Mark Birdsall, Electrical Field Inspector, mark.birdsall@rockwell-cs.com, Rockwell Construction Services; and
11. Rory Packard, Electrical Field Inspector, rory.packard@rockwell-cs.com, Rockwell Construction Services; and
12. Dan Math, Geotechnical, dmath@teamues.com, UES Professional Solutions, Inc.; and
13. Colm Kenny, Geotechnical, ckenny@teamues.com, UES Professional Solutions, Inc.

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

Acknowledged by:

Date: _____

Scott Reilly
Construction Manager/Owner

Section 7: Cost Proposal

Reilly CM Rate Schedule

Labor Category	CY 2026/2028 Bill Rate
Principal Oversight/Construction Manager (Scott Reilly)	\$195.00
Field Inspector	\$175.00
Project Administration Assistant	\$125.00

- The above rates are fully burdened (cost of equipment and mileage is covered in the listed rates)
- Proposed rates shall remain valid for the first three (3) years of the contract term
- Requested rate adjustments for renewal terms (subject to City approval) will not exceed the percentage change in the Consumer Price Index (CPI) per year from the end of the initial three-year term.
- Reilly CM would markup work performed by subconsultants with a 5% G&A and 7% profit margin.

RCS Rate Schedule

Labor Category	2026/28 Bill Rate
Standard Professional Services (All Activities)	\$225.00

- All effort expended will be billed at the standard rate listed above. Standard hourly rate applies to all personnel.
- Overtime work above 8 hours per day will be charged at \$450 per hour.
- The above rates are all inclusive and include overhead.

UES Rate Schedule (2026)

UES Professional Solutions, Inc.

July 1st 2026

Fee Schedule - Prevailing Wage

<i>Materials Testing and Inspection Services</i>		
Service	Rate/Unit	
ACI Concrete Technician	\$150	Hourly
Concrete Batch Plant Inspection	\$150	Hourly
Reinforced Concrete Inspection	\$155	Hourly
PT Concrete Stressing Inspection	\$155	Hourly
Reinforced Masonry Inspection	\$155	Hourly
Field Weld/Bolting Inspection	\$155	Hourly
Epoxy Bolt/Dowel Inspection	\$155	Hourly
Nailing Inspection	\$155	Hourly
Registered Special Inspector - Field Welding	\$160	Hourly
Registered Special Inspector - Shop Welding	\$160	Hourly
Non-Destructive Testing Inspector - Field	\$170	Hourly
Non-Destructive Testing Inspector - Shop	\$170	Hourly
Shotcrete Inspection	\$170	Hourly
Fireproofing Inspection	\$160	Hourly
Gluelam Inspection	\$350	Hourly
Mechanical / Electrical / Plumbing Inspector	\$180	Hourly
Ceiling Wire Hangar Pull Tests	\$170	Hourly
Fireproofing Density Tests	\$75	Each
Fireproofing Adhesion/Cohesion Tests	\$160	Hourly
Concrete Mix Design Review	\$180	Hourly
Grout Mix Design Review	\$180	Hourly
Sodium Sulfate Tests	\$90	Each
Reactivity Tests	\$150	Each
Base Plate Grout Compression Tests	\$35	Each
Base Plate Grout Inspection	\$90	Each
Concrete Compression Tests	\$35	Each
Masonry Unit Conformance	Quote	Each
Masonry Composite Prism Tests - 8" x 8" x 16"	\$125	Each
Masonry Coring - 1 Man Crew	\$220	Hourly
Masonry Core Compression Tests	\$50	Each
Masonry Shear Tests	\$100	Each
Mortar Compression Tests	\$35	Each
Grout Compression Tests	\$35	Each
Sample & Tag Rebar	\$105	Hourly
Rebar Bend Test - # 11 Bar and Under	\$90	Each
Rebar Tensile Test - # 11 Bar and Under	\$80	Each
High-Strength Bolt (A325/A490) per DSA IR 17-8	\$250	Each
High Strength Bolt - Wedge/Axial Tensile (ASTM F606 & F3125)	\$100	Each
High Strength Nut - Proof Load (ASTM F606 & A563)	\$100	Each
Hardness Testing - Rockwell (Nut, Washer, or Bolt) (F606 & E18)	\$80	Each
Sample Pickup	\$95	Hourly
Letter of Affidavit	\$190	Hourly
Trip Charge	\$100	Each

<i>Geotechnical Testing Services</i>		
Service	Rate/ Unit	
Soils Technician (Compaction Test - Fine Grading, Over-Ex)	\$155	Hourly
Soils Technician (Compaction Test - Trench / Wall Backfill)	\$155	Hourly
Soils Technician (Compaction Test - Pavement SG / Base)	\$155	Hourly
Asphaltic Paving Inspection	\$155	Hourly
Footing Inspection - Engineer / Geologist	\$180	Hourly
Shoring Inspection	\$160	Hourly
Lab Maximum Density Test	\$300	Each
Expansion Index	\$340	Each
"R" Value Testing	\$350	Each
Sieve Analysis	\$120	Each
Compaction Reports	Quote	Each
Administrative	\$110	Hourly
Staff Engineer / Geologist Services	\$170	Hourly
Project Engineer / Geologist / Manager Services	\$190	Hourly
Senior Engineer / Geologist Services	\$210	Hourly
Principal Engineer / Geologist Services	\$275	Hourly

<i>Asphalt Testing</i>		
Service	Rate/ Unit	
Asphalt Mix Design Review	\$180	Hourly
Extraction % Asphalt	\$190	Each
HVEEM Stability	\$210	Each
Marshall Stability	\$220	Each
Maximum Theoretical Weight	\$280	Each
Percent Swell	\$110	Each
Unit Weight Compacted or Core	\$85	Each

<i>Management Services & Equipment Fees:</i>		
Service	Rate/ Unit	
Field Test Equipment (i.e., Torque Wrench, Air Meter, NDE Scope)	\$50	Hourly
Administrative Assistant	\$110	Hourly
Project Management	\$180	Hourly

<i>Civil / Survey Engineering</i>		
Service	Rate / Unit	
Civil Engineer	\$225	Hourly
Two-Person Survey Field Crew	\$400	Hourly
Licensed Land Surveyor	\$225	Hourly
CAD/Survey Technician	\$160	Hourly

GENERAL CONDITIONS:

The above Fee Schedule is based on billing time on-site plus one hour, four-hour, or portal-to-portal minimums, using a five day work week; all overtime will be billed at 1.5 times regular rate, until or unless double time rates apply. Late or same-day cancelations will be subject to a minimum two-minimum charge or actual time expended. Laboratory testing can typically be expedited for a minimum 50% surcharge. Out-of-area shop inspection / coordination should require additional costs.

UES Rate Schedule (2027)

UES Professional Solutions, Inc.

July 1st 2027

Fee Schedule - Prevailing Wage

Materials Testing and Inspection Services

Service	Rate/Unit	
ACI Concrete Technician	\$155	Hourly
Concrete Batch Plant Inspection	\$155	Hourly
Reinforced Concrete Inspection	\$160	Hourly
PT Concrete Stressing Inspection	\$160	Hourly
Reinforced Masonry Inspection	\$160	Hourly
Field Weld/Bolting Inspection	\$160	Hourly
Epoxy Bolt/Dowel Inspection	\$160	Hourly
Nailing Inspection	\$160	Hourly
Registered Special Inspector - Field Welding	\$165	Hourly
Registered Special Inspector - Shop Welding	\$165	Hourly
Non-Destructive Testing Inspector - Field	\$175	Hourly
Non-Destructive Testing Inspector - Shop	\$175	Hourly
Shotcrete Inspection	\$175	Hourly
Fireproofing Inspection	\$165	Hourly
Gluelam Inspection	\$360	Hourly
Mechanical / Electrical / Plumbing Inspector	\$185	Hourly
Ceiling Wire Hangar Pull Tests	\$175	Hourly
Fireproofing Density Tests	\$80	Each
Fireproofing Adhesion/Cohesion Tests	\$165	Hourly
Concrete Mix Design Review	\$180	Hourly
Grout Mix Design Review	\$180	Hourly
Sodium Sulfate Tests	\$90	Each
Reactivity Tests	\$150	Each
Base Plate Grout Compression Tests	\$35	Each
Base Plate Grout Inspection	\$90	Each
Concrete Compression Tests	\$35	Each
Masonry Unit Conformance	Quote	Each
Masonry Composite Prism Tests - 8" x 8" x 16"	\$125	Each
Masonry Coring - 1 Man Crew	\$220	Hourly
Masonry Core Compression Tests	\$50	Each
Masonry Shear Tests	\$100	Each
Mortar Compression Tests	\$35	Each
Grout Compression Tests	\$35	Each
Sample & Tag Rebar	\$105	Hourly
Rebar Bend Test - # 11 Bar and Under	\$90	Each
Rebar Tensile Test - # 11 Bar and Under	\$80	Each
High-Strength Bolt (A325/A490) per DSA IR 17-8	\$260	Each
High Strength Bolt - Wedge/Axial Tensile (ASTM F606 & F3125)	\$100	Each
High Strength Nut - Proof Load (ASTM F606 & A563)	\$100	Each
Hardness Testing - Rockwell (Nut, Washer, or Bolt) (F606 & E18)	\$80	Each
Sample Pickup	\$95	Hourly
Letter of Affidavit	\$190	Hourly
Trip Charge	\$110	Each

Geotechnical Testing Services

Service	Rate/ Unit	
Soils Technician (Compaction Test - Fine Grading, Over-Ex)	\$160	Hourly
Soils Technician (Compaction Test - Trench / Wall Backfill)	\$160	Hourly
Soils Technician (Compaction Test - Pavement SG / Base)	\$160	Hourly
Asphaltic Paving Inspection	\$160	Hourly
Footing Inspection - Engineer / Geologist	\$185	Hourly
Shoring Inspection	\$165	Hourly
Lab Maximum Density Test	\$300	Each
Expansion Index	\$340	Each
"R" Value Testing	\$350	Each
Sieve Analysis	\$120	Each
Compaction Reports	Quote	Each
Administrative	\$110	Hourly
Staff Engineer / Geologist Services	\$180	Hourly
Project Engineer / Geologist / Manager Services	\$200	Hourly
Senior Engineer / Geologist Services	\$220	Hourly
Principal Engineer / Geologist Services	\$290	Hourly

Asphalt Testing

Service	Rate/ Unit	
Asphalt Mix Design Review	\$190	Hourly
Extraction % Asphalt	\$190	Each
HVEEM Stability	\$210	Each
Marshall Stability	\$220	Each
Maximum Theoretical Weight	\$280	Each
Percent Swell	\$110	Each
Unit Weight Compacted or Core	\$85	Each

Management Services & Equipment Fees:

Service	Rate/ Unit	
Field Test Equipment (i.e., Torque Wrench, Air Meter, NDE Scope)	\$60	Hourly
Administrative Assistant	\$115	Hourly
Project Management	\$185	Hourly

Civil / Survey Engineering

Service	Rate / Unit	
Civil Engineer	\$230	Hourly
Two-Person Survey Field Crew	\$420	Hourly
Licensed Land Surveyor	\$235	Hourly
CAD/Survey Technician	\$170	Hourly

GENERAL CONDITIONS:

The above Fee Schedule is based on billing time on-site plus one hour, four-hour, or portal-to-portal minimums, using a five day work week; all overtime will be billed at 1.5 times regular rate, until or unless double time rates apply. Late or same-day cancelations will be subject to a minimum two-minimum charge or actual time expended. Laboratory testing can typically be expedited for a minimum 50% surcharge. Out-of-state shop inspection / coordination should require additional costs.

UES Rate Schedule (2028)

UES Professional Solutions, Inc.

July 1st 2028

Fee Schedule - Prevailing Wage

<i>Materials Testing and Inspection Services</i>		
Service	Rate/Unit	
ACI Concrete Technician	\$160	Hourly
Concrete Batch Plant Inspection	\$160	Hourly
Reinforced Concrete Inspection	\$165	Hourly
PT Concrete Stressing Inspection	\$165	Hourly
Reinforced Masonry Inspection	\$165	Hourly
Field Weld/Bolting Inspection	\$165	Hourly
Epoxy Bolt/Dowel Inspection	\$165	Hourly
Nailing Inspection	\$165	Hourly
Registered Special Inspector - Field Welding	\$170	Hourly
Registered Special Inspector - Shop Welding	\$170	Hourly
Non-Destructive Testing Inspector - Field	\$180	Hourly
Non-Destructive Testing Inspector - Shop	\$180	Hourly
Shotcrete Inspection	\$180	Hourly
Fireproofing Inspection	\$170	Hourly
Gluelam Inspection	\$370	Hourly
Mechanical / Electrical / Plumbing Inspector	\$190	Hourly
Ceiling Wire Hangar Pull Tests	\$180	Hourly
Fireproofing Density Tests	\$85	Each
Fireproofing Adhesion/Cohesion Tests	\$170	Hourly
Concrete Mix Design Review	\$190	Hourly
Grout Mix Design Review	\$190	Hourly
Sodium Sulfate Tests	\$90	Each
Reactivity Tests	\$150	Each
Base Plate Grout Compression Tests	\$35	Each
Base Plate Grout Inspection	\$90	Each
Concrete Compression Tests	\$40	Each
Masonry Unit Conformance	Quote	Each
Masonry Composite Prism Tests - 8" x 8" x 16"	\$125	Each
Masonry Coring - 1 Man Crew	\$220	Hourly
Masonry Core Compression Tests	\$50	Each
Masonry Shear Tests	\$100	Each
Mortar Compression Tests	\$40	Each
Grout Compression Tests	\$40	Each
Sample & Tag Rebar	\$110	Hourly
Rebar Bend Test - # 11 Bar and Under	\$90	Each
Rebar Tensile Test - # 11 Bar and Under	\$80	Each
High-Strength Bolt (A325/A490) per DSA IR 17-8	\$270	Each
High Strength Bolt - Wedge/Axial Tensile (ASTM F606 & F3125)	\$100	Each
High Strength Nut - Proof Load (ASTM F606 & A563)	\$100	Each
Hardness Testing - Rockwell (Nut, Washer, or Bolt) (F606 & E18)	\$80	Each
Sample Pickup	\$100	Hourly
Letter of Affidavit	\$200	Hourly
Trip Charge	\$115	Each

<i>Geotechnical Testing Services</i>		
Service	Rate/ Unit	
Soils Technician (Compaction Test - Fine Grading, Over-Ex)	\$165	Hourly
Soils Technician (Compaction Test - Trench / Wall Backfill)	\$165	Hourly
Soils Technician (Compaction Test - Pavement SG / Base)	\$165	Hourly
Asphaltic Paving Inspection	\$165	Hourly
Footing Inspection - Engineer / Geologist	\$190	Hourly
Shoring Inspection	\$170	Hourly
Lab Maximum Density Test	\$315	Each
Expansion Index	\$340	Each
"R" Value Testing	\$375	Each
Sieve Analysis	\$120	Each
Compaction Reports	Quote	Each
Administrative	\$115	Hourly
Staff Engineer / Geologist Services	\$185	Hourly
Project Engineer / Geologist / Manager Services	\$205	Hourly
Senior Engineer / Geologist Services	\$225	Hourly
Principal Engineer / Geologist Services	\$295	Hourly

<i>Asphalt Testing</i>		
Service	Rate/ Unit	
Asphalt Mix Design Review	\$190	Hourly
Extraction % Asphalt	\$195	Each
HVEEM Stability	\$220	Each
Marshall Stability	\$230	Each
Maximum Theoretical Weight	\$290	Each
Percent Swell	\$115	Each
Unit Weight Compacted or Core	\$90	Each

<i>Management Services & Equipment Fees:</i>		
Service	Rate/ Unit	
Field Test Equipment (i.e., Torque Wrench, Air Meter, NDE Scope)	\$65	Hourly
Administrative Assistant	\$120	Hourly
Project Management	\$190	Hourly

<i>Civil / Survey Engineering</i>		
Service	Rate / Unit	
Civil Engineer	\$340	Hourly
Two-Person Survey Field Crew	\$430	Hourly
Licensed Land Surveyor	\$240	Hourly
CAD/Survey Technician	\$175	Hourly

GENERAL CONDITIONS:

The above Fee Schedule is based on billing time on-site plus one hour, four-hour, or portal-to-portal minimums, using a five day work week; all overtime will be billed at 1.5 times regular rate, until or unless double time rates apply. Late or same-day cancelations will be subject to a minimum two-minimum charge or actual time expended. Laboratory testing can typically be expedited for a minimum 50% surcharge. Out-of-state shop inspection / coordination should require additional costs.



STAFF REPORT

September 30, 2026
File Number 0680-10

SUBJECT

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

DEPARTMENT

Development Services

RECOMMENDATION

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

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

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Prioritize Public Safety

FISCAL ANALYSIS

No direct fiscal costs are associated with the adoption of this Interim Urgency Ordinance.

PREVIOUS ACTION

On August 26, 2026, the City Council adopted Interim Urgency Ordinance No. 2026-18 to establish a 45-day moratorium and to prohibit the establishment, expansion, or intensification of data centers and other similar high-intensity computing uses within the City of Escondido.

BACKGROUND

Government Code Section 65858(d) requires that at least ten days prior to the expiration of an interim ordinance or any extension, the City Council issue a written report describing the measures taken to alleviate the condition(s) which led to the adoption of the Ordinance. This report (included herein as Attachment “1”) is being issued for compliance with said government code provision.

In order to continue necessary research, evaluation, review, and consultation associated with data centers and their potential impacts, the Development Services Department will be requesting City Council



CITY of ESCONDIDO

STAFF REPORT

consider extending the moratorium for an additional ten (10) month and fifteen (15) day period. A public hearing has been scheduled for City Council's October 7, 2026 meeting to consider this request.

CEQA Determination

This Interim Urgency Ordinance is not subject to CEQA (Public Resources Code §21000, et seq.) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) Section 15060(c)(2) as the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. Alternatively, this interim ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080(b)(4) and CEQA Guidelines Section 15269(c) because it prevents a clear and imminent danger that requires immediate action to prevent or mitigate the loss of, or damage to, life, health, property, and essential public services.

ATTACHMENTS

- a. Attachment "1" – 10-Day Report Regarding Measures Taken to Alleviate the Conditions Which Led to Adoption of Urgency Ordinance No. 2026-18, Establishing a Temporary Moratorium on Data Centers within the City of Escondido

Attachment "1"

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

I. Background

On August 26, 2026, the City Council adopted Interim Urgency Ordinance No. 2026-18 to establish a 45-day moratorium to prohibit the establishment, expansion, or intensification of data centers and other similar high-intensity computing uses within the City of Escondido. Urgency Ordinance No. 2026-18 authorized and directed staff to further study data centers, including but not limited to the evaluation of its potential impacts, and consultation with appropriate parties and stakeholders during the moratorium period and any extensions thereof. Urgency Ordinance No. 2026-18 took effect on August 26, 2026, and expires on October 10, 2026, unless extended to a later date after notice and a public hearing for up to an additional ten (10) months and fifteen (15) days, and subsequently for an additional twelve months. (Government Code Section 65868(a)).

Government Code Section 65858(d) requires that at least ten days prior to the expiration of an interim ordinance or any extension, the City Council issue a written report describing the measures taken to alleviate the condition(s) which led to the adoption of the ordinance. This report is being issued for compliance with said government code provision.

II. Measures Taken Since the Adoption of the Interim Ordinance

As City staff's findings demonstrate, Urgency Ordinance No. 2026-18 was enacted in order to preserve public health, safety, and welfare because, absent a temporary moratorium, applications for such uses may be accepted, processed, and approved under regulations that do not adequately address the potentially significant infrastructure, environmental, operational, and land use compatibility issues associated with such uses.

To alleviate the conditions that led to the adoption of Urgency Ordinance No. 2026-18, the City has taken the following steps since adopting the Interim Ordinance:

- 1) Staff has taken preliminary steps to study and consider the hazards associated with data centers and other similar high-intensity computing uses, land use development policies, and standards relating to data processing facilities.
- 2) In collaboration with the City Attorney's office, staff is exploring possible amendments to the City's General Plan and Zoning Regulations aimed at enhancing public health, safety, and welfare to adequately address the potentially significant infrastructure, environmental, operational, and land use compatibility issues associated with such uses, as identified in Urgency Ordinance No. 2026-18. This includes research into what other cities in California are doing in order to enhance safety standards and environmental safeguards regarding data centers and other similar high-intensity computing uses.

Attachment "1"

III. Conclusion

The City has not concluded its research, evaluation, review, and consultation associated with data centers and their potential impacts and thus has not yet taken any action at this time regarding the formation of any permanent regulations pertaining to the establishment, expansion, or intensification of data centers and other similar high-intensity computing uses within the City of Escondido. As a result, an extension of urgency Ordinance No. 2026-18 is recommended to allow the City the time to effectively study and consider land use development policies and standards related data centers and other similar high-intensity computing uses within the City of Escondido that should be added to the City's General Plan and Zoning Regulations.



STAFF REPORT

September 30, 2026
File Number 0600-10; A-3622

SUBJECT

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

DEPARTMENT

Utilities, Wastewater

RECOMMENDATION

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

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

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

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

COUNCIL PRIORITY – Prioritize Public Safety

FISCAL ANALYSIS

The Project, Capital Improvement Project ("CIP") No. 158, currently has funds available in the amount of \$1,000,874. A budget adjustment in the amount of \$1,688,156.50 is requested to fully fund the Project, including the construction contract, Project contingency, and engineering support services associated with the work.

The funding currently available for this Project is based on budget assumptions that have been carried forward for many years. The bid results provide a more current indication of the cost of performing this specialized work. The Project will also provide an opportunity to inspect and assess the condition of the digesters while they are out of service, helping staff better understand their remaining useful life and future rehabilitation or replacement needs. Utilities staff will continue reviewing older capital project budgets as part of the annual budget process to ensure funding levels remain aligned with current Project needs and market conditions.

PREVIOUS ACTION

None



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

Digesters are an essential part of wastewater treatment infrastructure, supporting regulatory compliance, improving operational efficiency, and reducing the environmental impacts associated with sludge management. After solids are removed from wastewater through primary and secondary treatment processes, the resulting sludge is conveyed to a digester, where naturally occurring microorganisms break down organic matter under controlled conditions. The digestion process reduces the quantity of solids, minimizes odors, decreases pathogen levels, and produces a more stable biosolids product that can be more easily handled, dewatered, and disposed of or beneficially reused. In anaerobic digesters, which operate without oxygen, the process also generates biogas consisting primarily of methane and carbon dioxide. This biogas can be captured and used as a renewable energy source to help offset plant operating costs. By stabilizing solids before final processing and disposal, digesters help ensure the safe and sustainable operation of wastewater treatment facilities.

Wastewater digesters require periodic cleaning to remove accumulated inert materials such as grit, sand, debris, and non-digestible solids that settle over time. In general, anaerobic digesters are typically taken out of service for cleaning and inspection every 5 to 15 years. Excessive accumulation of inert materials can reduce treatment capacity, decrease operational efficiency, interfere with mixing and heating systems, and increase maintenance requirements. Periodic cleaning helps restore digester capacity, maintain reliable operations, and extend the useful life of the facility's infrastructure.

Competitive bids were opened by the City Clerk's representative on June 25, 2026, with the following results:

1) Downstream Services Inc.	\$1,476,212
2) Synagro-WWT, Inc.	\$2,171,250
3) MP Environmental Services	\$2,456,625

The Utilities department determined Downstream Services, Inc. did not adequately demonstrate the experience, qualifications, competency, and verifiable project history necessary to establish responsibility for this specialized digester cleaning Project and therefore was not considered for contract award.

RESOLUTIONS

- a. Resolution No. 2026-136
- b. Resolution No. 2026-136—Exhibit "A"— Public Improvement Agreement with Synagro-WWT, Inc.

ATTACHMENTS

- a. Attachment "1"— Budget Adjustment

RESOLUTION NO. 2026-136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT WITH SYNAGRO-WWT, INC., FOR THE HALE AVENUE RESOURCE RECOVERY FACILITY DIGESTER CLEANING PROJECT AND APPROVING A CORRESPONDING BUDGET ADJUSTMENT

WHEREAS, the Hale Avenue Resource Recovery Facility ("HARRF") uses digesters as an essential part of the wastewater treatment infrastructure; and

WHEREAS, wastewater digesters require periodic cleaning to remove accumulated inert materials such as grit, sand, debris and non-digestible solids to help restore digester capacity, maintain reliable operations, and extend the useful life of the HARRF's infrastructure; and

WHEREAS, the Utilities, Wastewater department, issued a formal bid notice for the HARRF Digester Cleaning Project ("Project") on May 18, 2026, and sealed bids for the Project were opened by the City Clerk's office on June 25, 2026; and

WHEREAS, City staff thoroughly reviewed the low bid submitted by Downstream Services Inc. and determined them to be non-responsible for lack of experience, qualifications, competency, and verifiable project history; and

WHEREAS, the Director of Utilities has determined that Synagro-WWT, Inc. to be the lowest responsive and responsible bidder and recommends awarding the bid in the amount of \$2,171,250 to Synagro-WWT, Inc.; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to accept the recommendations of the Director of Utilities and award this contract to Synagro-WWT, Inc.

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 and City Council accepts the recommendation of the Director of Utilities.
3. That the City Council approves Resolution No. 2026-136 and authorizes the Mayor to execute, on behalf of the City, a Public Improvement Agreement with Synagro-WWT, Inc. in substantially the same format as Exhibit "A" which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.
4. That the City Council approves the Budget Adjustment in the amount of \$1,688,156.50.



CITY OF ESCONDIDO
PUBLIC IMPROVEMENT AGREEMENT

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

Between: CITY OF ESCONDIDO
 a California municipal corporation
 201 N. Broadway
 Escondido, CA 92025
 Attn: Randy Manns
 760-839-6290, ext. 7031
 ("CITY")

And: Synagro-WWT, Inc.
 a Maryland corporation
 435 Williams Court, Suite 100
 Baltimore, MD 21220
 Attn: Brian Voss
 909-289-3350
 ("CONTRACTOR").

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

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the Digester Cleaning 2026 Project ("Project"), occurring on property located at the Hale Avenue Resource Recovery Facility, 1521 S. Hale Ave., Escondido, CA 92029 ("Property"), as further 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. Project Documents. The Notice Inviting Sealed Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Change Orders, Shop Drawing Transmittals, Information Required of CONTRACTOR, Non-collusion Affidavit, Insurance Certificates, Guarantees, General Conditions, Supplementary General Conditions, Special Conditions, Plans, Drawings, Specifications, the Agreement, and all modifications, addenda, and amendments thereto ("Project Documents") are incorporated herein by this reference as if fully set forth herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Description and Performance of Work. CONTRACTOR shall furnish all work described in the Project Documents ("Work"). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.
3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$2,171,250** ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy within **90 calendar days** from the date specified in the Notice to Proceed. Extension of terms or time of performance shall be subject to the CITY's sole discretion.
5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of **\$1,500 per day** for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile

equipment, and vehicles moving under CONTRACTOR's control and engaged in the Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

- (3) *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Builder's Risk/"All Risk" Insurance.* The CONTRACTOR, during the progress of the Work and until final acceptance of the Work by CITY, shall maintain Builder's Risk/"All Risk," course-of-construction insurance satisfactory to CITY issued on a completed value basis of all WORK pursuant to this Agreement. Coverage is to provide extended coverage and insurance against vandalism, theft, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Engineer's services and expenses required as a result of such insured loss upon the Work, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the CITY and the City Engineer as an additional named insured and any other person with an insurable interest designated.
 - (5) Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.
 - (6) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
 - (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
 - (3) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.
 - (4) *Transportation Pollution Liability Endorsement.* The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by CONTRACTOR pursuant to the Agreement. This coverage may also be provided on the Contractors Pollution Liability policy.

- (5) *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.
 - (6) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (7) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (8) *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.
 - (9) *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.
 - (10) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
 - d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - e. *No Limitation of Obligations.* The insurance requirements within this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the

liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.

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

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

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's (including CONTRACTOR's agents, employees, and subcontractors, if any) Work pursuant to this Agreement or its failure to comply with any of its obligations contained herein, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.
- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any Work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Bonds.

- a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:
 - (1) *Faithful Performance Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.
 - (2) *Labor and Materials Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.

- b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.
 - c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
 - d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.
 - e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.
9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.
10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so ("Cure Period"), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Property, or any portion thereof, and take exclusive possession of the Property or any portion thereof, together with all material and equipment thereon, and may complete the Work or any portion of the Work, either by (i) furnishing the necessary tools, equipment, labor, or materials; or (ii) letting the unfinished portion of the work, or any portion thereof, to another contractor; or (iii) demanding the surety hire another contractor; or (iv) any combination of such methods. The CITY's procuring of the completion of the Work, or the portion of the Work taken over by the CITY, shall be a charge against the CONTRACTOR and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of such charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment if CONTRACTOR fails to pay in full any such cost incurred by the CITY. The permissible charges for any such procurement of the completion of the Work include actual costs and fees incurred to third party individuals and entities (including but not limited to consultants, attorneys, inspectors, and

designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY's employees to the Project.

11. Other Legal Requirements Incorporated. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though such law or clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
13. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
14. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
15. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR, and pursuant to action of the Escondido City Council.
16. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
17. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
18. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
19. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
20. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
21. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

22. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the work under this Agreement. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. Prevailing Wages and Department of Industrial Relations Compliance. Pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages, including but not limited to the keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions. CONTRACTOR shall file the required workers' compensation certificate before commencing work under this Agreement. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
24. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any portion of the Work under this Agreement are and will be authorized to perform the Work in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Work. CONTRACTOR agrees to comply with the IRCA before commencing any portion of the Work, and continuously throughout the performance of the Work and the term of this Agreement.
25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

Synagro-WWT, Inc

Date: _____

Rhylee Callan, Contracts Manager

Contractor's License No.

Tax ID/Social Security No.

APPROVED AS TO FORM:

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

BY: _____

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



Bond No.: DSP0004051
Premium: \$21,713.00

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and Synagro-WWT, Inc., a Maryland corporation ("Principal"), have entered into that certain Public Improvement Agreement dated _____ ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the Digester Cleaning 2026 Project.

WHEREAS, the Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the Principal and ^{AMERICAN SURETY COMPANY} _____, a _____ corporation organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held and firmly bound unto the City of Escondido, a California municipal corporation ("City") in the penal sum of two million one hundred seventy one thousand two hundred and fifty dollars and zero cents (\$2,171,250), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that if the Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and the Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this 10th day of September, 2026.

SYNAGRO-WWT, INC.

Name of Principal

435 Williams Court, Suite 100, Baltimore, MD 21220

Address of Principal

By: 

Signature of Person Signing on Behalf of Principal

Emil Kreis

Name of Person Signing on Behalf of Principal

Director, Sales Support

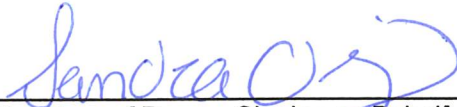
Title of Person Signing on Behalf of Principal

AMERICAN SURETY COMPANY

Name of Surety

250 East 96th Street, Suite 202, Indianapolis IN 46240

Address of Surety

By: 

Signature of Person Signing on Behalf of Surety

Sandra Diaz

Name of Person Signing on Behalf of Surety

Attorney-In-Fact

Title of Person Signing on Behalf of Surety

(ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED.)

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

BY: _____

Date: _____



Bond No.: DSP0004051
Premium: \$21,713.00

LABOR AND MATERIALS BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and Synagro-WWT, Inc., a Maryland Corporation ("Principal"), have entered into a that certain Public Improvement Agreement dated _____ ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the Digester Cleaning 2026 Project.

WHEREAS, under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Escondido, a California municipal corporation ("City"), to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, the Principal and ^{AMERICAN SURETY COMPANY} _____, a _____ corporation organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of two million one hundred seventy one thousand two hundred and fifty dollars and zero cents (\$2,171,250), lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

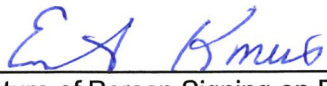
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this 10th day of September, 2026.

SYNAGRO-WWT, INC.

Name of Principal

435 Williams Court, Suite 100, Baltimore, MD 21220

Address of Principal

By: 

Signature of Person Signing on Behalf of Principal

Emil Kneis

Name of Person Signing on Behalf of Principal

Director, Sales Support

Title of Person Signing on Behalf of Principal

AMERICAN SURETY COMPANY

Name of Surety

250 East 96th Street, Suite 202, Indianapolis IN 46240

Address of Surety

By: 

Signature of Person Signing on Behalf of Surety

Sandra Diaz

Name of Person Signing on Behalf of Surety

Attorney-In-Fact

Title of Person Signing on Behalf of Surety

(ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED.)

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

BY: _____

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of Maryland

County of Baltimore

On this 16th day of September in the year 2020 before me, Rachel Sirinek, before me personally appeared Emil Kneis to me known, who, being by me duly sworn, did depose and say that he/she resides in millersville, MD that he/she is the Director, Sales Support for Synagro-wwt, Inc. the corporation described in and which executed the attached instrument; and that he/she signed his/her name thereto by Order of the board of Directors of the said Corporation.

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

RACHEL SIRINEK
Notary Public - State of Maryland
Baltimore County
My Commission Expires Jul 1, 2029

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

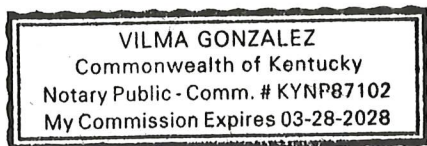
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of New York

County of New York

On this 10th day of September in the year 2026 before me **Vilma Gonzalez**, Notary Public, personally appeared Sandra Diaz to me known, who, being by me duly sworn, did depose and say that he/she resides in New York, New York that he/she is the Attorney-In-Fact for AMERICAN SURETY COMPANY the corporation described in and which executed the attached instrument; and that he/she signed his/her name thereto by Order of the board of Directors of the said Corporation.

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



WITNESS my hand and official seal.

Signature


Signature of Notary Public

Bond No.: DSP0004051

AMERICAN SURETY COMPANY
Administrative Office: 201 E. 5th Street, Cincinnati, Ohio 45202

The number of persons authorized by this power of attorney is not more than 12.

POWER OF ATTORNEY

Know All Men by These Presents: That **American Surety Company**, a corporation organized and existing under and by virtue of the laws of the State of Indiana, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Francesca Kazmierczak, Frances Rodriguez, Anne Potter, Sandra Diaz, Sara Owens, Dana Donahue, Annmarie Breene, Wayne G. McVaugh, Jennifer L. Jakaitis, Patricia A. Rambo, Sandra M. Winsted, Cathy H. Ho	All of New York, NY	\$ 25,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the **American Surety Company** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7th day of October, 2024.

ATTEST:

By:

Robert Kuzloski, Secretary



By:

Timothy D. Martin, President

STATE OF OHIO, COUNTY OF HAMILTON – ss:

On this 7th day of October, 2024 before me, personally appeared Timothy D. Martin, to me known, being duly sworn, deposes and says that he is the President of **American Surety Company**, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and the he signed his name thereto by like authority.



PATRICK J DEMMER
Notary Public, State of Ohio
Commission #: 2023-RE-861396
My Commission Expires 03-20-28

Patrick J. Demmer, Notary Public
State of Ohio

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **American Surety Company** by unanimous written consent effective October 2, 2024.

RESOLVED: That the President be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of the President and any Secretary or Assistant Secretary of the Company may be affixed by electronic means to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Robert Kuzloski, Secretary of **American Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors effective October 2, 2024 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of September, 2026.



Robert Kuzloski, Secretary

This Power of Attorney is not effective unless a Bond Number or the word "Bid" is stated above.



American Surety Company
201 East 5th Street, 12th Floor
Cincinnati, OH 45202

Financial Statement

	December 31, 2025
Admitted Assets	
BONDS	6,107,075
STOCKS	514,093,233
CASH	12,862,780
CASH AND INVESTED ASSETS	533,063,088
INVESTMENT INCOME DUE AND ACCRUED	81,966
PREMIUMS AND AGENT BALANCES IN THE COURSE OF COLLECTION	1,724,909
FEDERAL INCOME TAX RECEIVABLE	2,687,145
OTHER ASSETS	35,220
TOTAL ADMITTED ASSETS	537,592,328
Liabilities	
UNEARNED PREMIUM	8,169,028
LOSSES AND LOSS ADJUSTMENT EXPENSES	5,583,718
RESERVE FOR TAXES	816,667
OTHER LIABILITIES	29,198,630
TOTAL LIABILITIES	43,768,043
Capital and Surplus	
COMMON CAPITAL STOCK	1,827,844
GROSS PAID IN AND CONTRIBUTED SURPLUS	469,964,615
UNASSIGNED FUNDS	22,031,826
TOTAL CAPITAL AND SURPLUS	493,824,285
TOTAL LIABILITIES, CAPITAL AND SURPLUS	537,592,328

STATE OF INDIANA

COUNTY OF HAMILTON

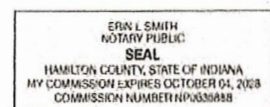
I, Paul J. Longstreth, Chief Financial Officer of American Surety Company (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2025, prepared in conformity with the accounting practices prescribed or permitted by the Indiana Department of Insurance.

Sworn before me this March 23rd, 2026

Chief Financial Officer

Notary Public

October 4th, 2028
My commission expires





BUDGET ADJUSTMENT REQUEST

Department:	Utilities	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Daniel Peterson	
City Council Meeting Date: (attach staff report)	September 30, 2026	

EXPLANATION OF REQUEST

To fully fund the HARRF Digester Cleaning Project

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Digester Cleaning	558-PRJ-00000156	1,688,156.50	
Fund Balance	3001-558		1,688,156.50

APPROVALS

Signed by:  6006F9A93F79470...	9/21/2026	Signed by:  B56F52D8C10540B...	9/21/2026
DEPARTMENT HEAD	DATE	FINANCE	DATE



STAFF REPORT

September 30, 2026
File Number 0600-10; A-3623

SUBJECT

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

DEPARTMENT

City Manager's Office

RECOMMENDATION

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

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

Presenter: Nicole Lindsay, Management Analyst II

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Land Use/Development; Public Works/Infrastructure; Maintenance of Parks facilities/Open Spaces

COUNCIL PRIORITY – **Drive** Community and Land Development; Prioritize Public Safety; Measure I Investments

FISCAL ANALYSIS

Funding for the historic property evaluations and Historic Structure Assessment Reports ("HSAR") ("Project") was appropriated in Fiscal Year 2025/26. At that time, \$100,000 of Measure I dollars and \$200,000 from Community Development Block Grants were budgeted. However, due to competing priorities the Request for Proposals for the Project ("RFP") was not published until the end of Fiscal Year 2025/26, and no money was expended for this Project during that fiscal year.

The scope of the Project includes:

- Evaluation of 7 structures for eligibility for listing in local, California, and national registers;
- Completion of Department of Parks and Recreation ("DPR") forms for all properties and nomination packets for eligible properties; and
- Preparation of Historic Structure Assessment Reports for City-selected structures, based on the recommendations and findings of the evaluations.



CITY of ESCONDIDO

STAFF REPORT

While the scope of the Project only includes historic evaluations and preparation of HSARs, the overarching goal of this Project is preservation and restoration of these historic City assets. As part of the RFP, potential consultants were instructed to keep their budget well below the \$300,000 cap to ensure sufficient funds for repair and maintenance work for the Hoffman House. So, while the contract is only for \$250,602, it is anticipated that the remaining amount appropriated (\$49,398) will be used to begin construction associated with preserving and restoring the Hoffman. It is anticipated that additional funding will be required to complete the work on the Hoffman House, and the other six structures.

PREVIOUS ACTION

HSARs were previously prepared for two of the structures included within the scope of the Project:

Hoffman House

The Hoffman House, which is currently located on the north side of Heritage Walk, Grape Day Park had an HSAR completed in 2021. The report documented that the structure and interior were in good condition, but the exterior was in poor condition and required immediate attention to address deterioration of important character defining features.

Unfortunately, due to resource limitations, only replacement of the wood shingle roof with an asphalt shingle roof was completed. Initial condition assessment work had started, as well as engagement with a lumber supply company to obtain quotes to identify costs for fenestration work; however, this work was not completed because determining which windows needed to be fully replaced rather than rehabilitated/preserved was unclear from the previous HSAR, and the City team lacked the appropriate level of expertise to make this determination.

1900 Folk Victorian at Mountain View Park

An HSAR was completed in 2022 for the 1900 Folk Victorian at Mountain View Park, formerly known as the Elmer Field House (located at 1118 South Citrus Ave). The report documented that the house was in overall fair condition but had significant maintenance issues, including a failing asphalt roof, deteriorated and unsafe wood boards on the west porch, and water damage to interior ceilings and floors. While no major structural deficiencies were identified, repairs and strengthening were needed at the foundation and floor framing, and all mechanical, electrical, and plumbing systems required full replacement. The historic barn was generally in fair to good condition.

However, due to capacity constraints and competing priorities following completion of the HSAR, no maintenance or repair work was completed.

The consultant has been asked to review the existing HSARs as part of this Project and recommend whether the reports remain adequate or should be updated, supplemented, or replaced.



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

The City owns several structures that reflect Escondido's history, including:

- the Woman's Club
- the 1900 Folk Victorian at Mountain View Park
- and five structures within the Escondido History Center at Grape Day Park:
 - the Hoffman House
 - Library
 - Penner Barn
 - Pullman Railroad Car No. 112
 - and the Santa Fe Depot.

Together, these properties include civic, residential, transportation, and community-use structures representing different periods of the City's history and are located in key areas throughout the City.

Historic Registers, HSARs, and Previous Efforts

Typically, local cities or counties identify and maintain a list of buildings, structures, or districts that are considered historically significant to their community. These lists, known as historic registers, help guide future decisions about preservation, maintenance, and long-term stewardship.

Historic resources may require reevaluation as additional historical information emerges, physical conditions change, preservation standards are updated, and community priorities shift. Periodic evaluation of historic resources helps ensure that historic designations remain accurate, defensible, and reflective of current professional standards. As of now, only the Hoffman House, Library, Penner Barn, Santa Fe Station, and Woman's Club building are included on the City's Historic Register. The 1900 Folk Victorian at Mountain View Park and the Pullman Railroad Car No. 112 are not currently listed.

All seven structures have experienced deferred maintenance, deterioration, and changing conditions that warrant a fresh evaluation to determine their eligibility for historic listing, especially since two of the structures—Pullman Railroad Car No. 112 and the 1900 Folk Victorian at Mountain View Park—are not currently listed on the City's Historic Register.

Once a structure's historic status is determined, an HSAR evaluates its significance, condition, and preservation needs. An HSAR identifies defining features, assesses current conditions, and offers recommendations for maintenance, rehabilitation, and stewardship. Knowing if a building is historically significant informs preservation priorities, capital planning, rehabilitation strategies, and grant applications.



CITY of ESCONDIDO

STAFF REPORT

HSARs were previously completed for the Hoffman House in 2021 and the 1900 Folk Victorian at Mountain View Park in 2022. These reports documented the structures' history, current condition, necessary repairs, and recommended preservation treatments. While the history of the building remains consistent, the information related to the building condition is outdated. These buildings continue to deteriorate, are exposed to weather, and have aged since the reports were produced. Unfortunately, most recommendations contained within these reports were not implemented due to limited city resources and staffing.

Measure I, Community Development Block Grants and Increased Capacity

In November 2024, Escondido voters approved Measure I, a one-cent sales tax increase for the next 20 years. The passage of Measure I increased the City's capacity to deliver core municipal services by providing funding for additional staffing, equipment, technology, infrastructure investments, and public safety resources that would not have been feasible under prior General Fund constraints. With added capacity, the City has been able to reprioritize deferred maintenance projects, including preservation of historic assets.

In Fiscal Year 2025/26, the City Council appropriated \$100,000 of Measure I funding for HSARs for City-owned properties. Unlike previous years when limited City resources and staffing capacity prevented recommended preservation work from moving forward, the passage of Measure I and the availability of additional Community Development Block Grant funding (\$200,000 from Fiscal Year 2025/26) have significantly increased the City's ability to complete such projects. This enhanced capacity means the City can solicit for new/additional HSARs, and that the recommendations contained within the reports should result in concrete actions and improvements, rather than remaining simply documented but unaddressed.

The Scope of the Project

On June 1, 2026, the City issued Request for Proposals No. 26-24 for Historic Structure Evaluations and Historic Structure Assessment Reports. The City sought a qualified historic preservation consultant or consulting team with experience evaluating historic structures, completing DPR forms, and preparing HSARs in accordance with the Secretary of the Interior's professional qualification standards and applicable historic preservation guidance.

The Project is split into two phases.

During Phase I, the consultant will evaluate the seven structures for eligibility for listing in the local register, California Register of Historical Resources, and National Register of Historic Places; complete the required DPR forms for each property; and prepare nomination materials for structures determined to be eligible.



CITY of ESCONDIDO

STAFF REPORT

The consultant will also review the existing documentation for the Hoffman House and the 1900 Folk Victorian and recommend whether the existing HSARs remain adequate or should be updated, supplemented, or replaced.

After Phase I, the City will decide which eligible structures move to Phase II. Only properties that qualify for listing can be considered, but not all listed assets will be recommended, as HSARs are unnecessary for non-historic assets.

During Phase II, the consultant will prepare HSARs documenting each structure's history and existing condition and provide prioritized recommendations for stabilization, maintenance, preservation, and rehabilitation. The reports will include construction-level direction for recommended work, preliminary environmental determinations and a recommended California Environmental Quality Act pathway, cost estimates, project phasing, and an ongoing preservation timetable. This level of detail was specifically included within the solicitation to ensure that the information was actionable immediately following completion of the reports.

The reports will support future planning, budgeting, environmental review, and implementation of improvements consistent with applicable preservation standards.

Preferred Consultant

The City received three proposals. An evaluation committee reviewed the proposals based on the firms' experience, proposed project approach, understanding of the work previously completed for the Hoffman House and 1900 Folk Victorian, and price. The City team also interviewed the prospective consultants.

Following the evaluation process, staff recommends that Sapphos Environmental, Inc. be awarded the contract as their proposal was determined to be the most advantageous to the City. The total contract amount is \$250,602. The proposed Consulting Agreement is included as Exhibit "A" to Resolution No. 2026-148.

Next steps

Once Phases I and II are completed, staff will return to the City Council with an update, seeking direction and funding to begin preservation and restoration work on the historic structures.

RESOLUTIONS

- a. Resolution No. 2026-148
- b. Resolution No. 2026-148—Exhibit "A"—Consulting Agreement

RESOLUTION NO. 2026-148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT WITH SAPPHOS ENVIRONMENTAL, INC. FOR HISTORIC STRUCTURE EVALUATIONS AND HISTORIC STRUCTURE ASSESSMENT REPORTS

WHEREAS, the City owns historic structures throughout the City, including the Woman's Club, 1900 Folk Victorian at Mountain View Park, and five structures within the Escondido History Center at Grape Day Park, including the Hoffman House, Library, Penner Barn, Pullman Railroad Car No. 112, and the Santa Fe Depot; and

WHEREAS, the City is the steward responsible for maintaining and preserving these resources; and

WHEREAS, Escondido voters approved Measure I, a one-cent sales tax that has increased the City's capacity to deliver municipal services, including infrastructure investments and maintaining parks; and

WHEREAS, the City Council appropriated funding for Historic Structure Assessment Reports in the Fiscal Year 25/26 Operating Budget and Community Development Block Grants; and

WHEREAS, the City issued a Request for Proposals ("RFP") on June 1, 2026, seeking consulting services to confirm the historic significance of seven owned city structures and further document conditions, preservation and rehabilitation needs to support long-term stewardship of these historic assets; and

WHEREAS, the City received three proposals in response to said RFP; and

WHEREAS, an evaluation committee comprised of City staff reviewed the proposals and is recommending the award to Sapphos Environmental, Inc.; and

WHEREAS, the City Council finds that entering into a Consulting Agreement with Sapphos Environmental, Inc. in the amount of \$250,602 is in the best interest of the City; and

WHEREAS, the consulting services will support future planning, maintenance, and preservation of these City-owned historic structures.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Consulting Agreement with Sapphos Environmental, Inc., in a substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval by the City Attorney.



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: Daniel Smith
760-839-4570
("CITY")

And: SAPPHOS ENVIRONMENTAL, INC.
a California corporation
430 North Halstead Street
Pasadena, CA 91107
Attn: Ms. Diana Dyste
626-683-3547
("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 evaluate City-owned structures for eligibility for listing in the local, California, and National registers; complete the required Department of Parks and Recreation ("DPR") forms for all properties, regardless of eligibility; and prepare Historic Structure Assessment Reports ("HSARs") for City-selected structures consistent with applicable Secretary of the Interior's ("SOI") Standards and State Office of Historic Preservation guidance;

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 **\$250,602**. 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. The Parties acknowledge that Federal Community Development Block Grant Funds ("Federal Awarding Agency") will be used to fund all or a portion of this Agreement. The CONSULTANT shall comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives relating to such federal funds.
25. Clean Air Act. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal Awarding Agency.

26. Federal Water Pollution Control Act. CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal Awarding Agency.
27. Debarment and Suspension.
- a. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, CONSULTANT is required to verify that none of CONSULTANT's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. CONSULTANT shall comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction CONSULTANT enters into.
 - c. This certification is a material representation of fact relied upon by the CITY. If it is later determined that CONSULTANT did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the CITY, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
28. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).
- e. Prior to entering into this Agreement, CONSULTANT shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended)). Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the Federal Awarding Agency.
 - f. Required Certification. At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with a completed Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying. A blank Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying is attached to this Agreement as Attachment "C" and incorporated herein by this reference.
29. Procurement of Recovered Materials. In the performance of this Agreement, CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) competitively within a timeframe providing for compliance with the Agreement's performance schedule, (2) meeting Agreement performance requirements, or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, located at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. CONSULTANT

shall also comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

30. Access to Records. The following access to records requirements apply to this Agreement: (1) CONSULTANT agrees to provide the CITY, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. CONSULTANT agrees to provide the Federal Awarding Agency Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement. In compliance with the Disaster Recovery Act of 2018, the CITY and CONSULTANT acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the Federal Awarding Agency Administrator or the Comptroller General of the United States.
31. Federal Awarding Agency Seal, Logo, and Flags. CONSULTANT shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of Federal Awarding Agency officials without specific Federal Awarding Agency pre-approval.
32. No Obligation by Federal Government. The United States Federal Government is not a party to this Agreement and is not subject to any obligations or Agreement to the CITY, CONSULTANT, or any other party pertaining to any matter resulting from this Agreement.
33. Program Fraud and False or Fraudulent Statements or Related Acts. CONSULTANT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to CONSULTANT's actions pertaining to this Agreement.
34. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Dane White
Mayor

SAPPHOS ENVIORNMENTAL, INC.

Date: _____

Marie Campbell, CEO and 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

Sapphos Environmental, Inc., a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City"), with professional historic preservation consulting services. These services include evaluating City-owned historic structures for eligibility for local, state, and national historic registers; completing required Department of Parks and Recreation ("DPR") forms; and preparing Historic Structure Assessment Reports ("HSARs") for City-selected structures (collectively referred to herein as the "Project"). The work will be performed in two phases and will be completed in accordance with the Secretary of the Interior's Standards, State Office of Historic Preservation guidance, and applicable federal, state, and local requirements.

B. Location

Consultant shall evaluate the following structures: the Woman's Club located at 240 S. Broadway, Escondido, CA 92025; the 1900 Folk Victorian at Mountain View Park located at 1118 South Citrus Avenue, Escondido, CA 92025; and the Escondido History Center structures located at 321 N. Broadway, Escondido, CA 92025, including the Hoffman House, Library, Penner Barn, Pullman Railroad Car #112, and Santa Fe Depot.

C. Services

1. Evaluate City-owned historic structures for eligibility for listing on the local register, the California Register of Historical Resources, and the National Register of Historic Places;
2. Complete DPR forms for all properties, regardless of eligibility; and
3. Prepare HSARs for City-selected structures that provide prioritized recommendations for maintenance, stabilization, preservation, and rehabilitation.

All services under this Agreement, including but not limited to completion of forms of behalf of the City, shall be subject to the City's review and final approval.

D. Scheduling

Consultant shall schedule site visits, access to historic structures, and specific work dates in advance by coordinating with the City's Facilities Maintenance Manager or designee at PublicWorks@escondido.gov or 760-743-8207. Further instructions will be provided upon scheduling.

Consultant shall comply with all scheduling requirements set by the City, including coordination for site access, bi-weekly meetings with City staff, and the provision of weekly email status updates to ensure timely progression and completion of the Project.

E. Contract Price and Payment Terms

The contract price shall not exceed **\$250,602**. The contract price is a fixed fee and includes all labor, materials, equipment, subconsultant costs, direct expenses, overhead, and all other costs necessary to perform the services described in the Agreement. No additional charges shall be permitted unless approved in writing by the City.

Consultant shall submit monthly invoices based on documented progress and completion of approved tasks and deliverables. Payment is subject to the City's review and acceptance of the invoiced services and shall be made within 30 days of receipt of a proper invoice. Payments will be

made in installments on a monthly progress basis consistent with the approved scope of work and Project schedule.

F. Term

The term of this Agreement shall commence on the Effective Date and shall continue until all services have been completed in accordance with the approved Project schedule and accepted by the City.

G. Other

The Project is partially funded by Community Development Block Grant ("CDBG") funds. Consultant shall comply with all applicable federal requirements, including but not limited to federal procurement standards, record retention requirements under 24 C.F.R. § 570.502(a), and applicable equal employment opportunity regulations.

Phase II services, including the preparation of HSARs, shall be undertaken only upon written authorization by the City. The City retains the exclusive right to determine whether any, all, or none of the properties evaluated in Phase I will proceed to Phase II, and to define the extent, sequencing, and prioritization of any authorized Phase II work.

ATTACHMENT "B"

Personnel List

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

Sapphos Environmental:

1. Aimee Frappied, Environmental Compliance Director
afrappied@sapphosenvironmental.com
2. Alexandria Lorenzana, Senior Technical Editor
lorenzana@sapphosenvironmental.com
3. Barbara Lampercht, Principal Architectural Historian
blampercht@sapphosenvironmental.com
4. Diana Dyste, Cultural Resources Manager
ddyste@sapphosenvironmental.com
5. Eugene Ng, Senior Graphic Designer
eng@sapphosenvironmental.com
6. Josh Poorman, Architectural Historian and Historian
jpoorman@sapphosenvironmental.com
7. Marie Campbell, President/CEO
mcampbell@sapphosenvironmental.com
8. Morgan Thomas, Architectural Historian and Historian
mthomas@sapphosenvironmental.com
9. Stefanie Paz, Graphic Information System Team Lead
spaz@sapphosenvironmental.com

George Taylor Loudon AIA, Inc.

10. Taylor Loudon, Licensed Architect and Historian
taylor@historicalarchitect.com

Precision Property Measurements:

11. Luis Segovia, Sales Coordinator
luis@ppmco.net
12. Lindsey Greene, Project Manager
operations@ppmco.net
13. Cameron Slatterbeck, Senior Account Executive
cameron@ppmco.net

14. Rogelio Medina, Lead Regional Surveyor
operations@ppmco.net

Structural Focus:

15. David Cocke, Oversight/Quality Control
dcocke@structuralfocus.com

16. Russell Kehl, Principal/President
rkehl@structuralfocus.com

NV5:

17. Jack Packwood, Project Manager/Associate Scientist
jack.packwood@nv5.com

18. Jerry Sherman; Hazardous Materials Service Manager
jerry.sherman@nv5.com

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

Acknowledged by:

Date: _____

Marie Campbell, CEO and President

ATTACHMENT "C"

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ ("Consultant"), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date



STAFF REPORT

September 30, 2026

File Number 0480-70

SUBJECT

FY 2026-27 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AND BUDGET ADJUSTMENT

DEPARTMENT

Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-161 (1) authorizing the Escondido Police Department to accept a FY 2026-27 California Office of Traffic Safety ("OTS") Selective Traffic Enforcement Program ("STEP") Grant in the amount of \$352,000; (2) authorizing the Chief of Police or their designee to execute grant documents on behalf of the City; and (3) approving budget adjustments needed to spend grant funds. The Police Department will use grant funds to pay for traffic safety supplies, DUI checkpoints, saturation patrols, and traffic safety enforcement details.

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

Presenter: Ken Plunkett, Chief of Police

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

COUNCIL PRIORITY – Prioritize Public Safety

FISCAL ANALYSIS

This action will have no impact on the FY 2026-27 General Fund Budget. Grant funds will be used for expenses related to traffic safety enforcement activities and traffic safety supplies. Funding will cover expenses from October 1, 2026 through September 30, 2027.

PREVIOUS ACTION

On October 1, 2025, the City Council authorized the Escondido Police Department to accept a FY 2025-26 California OTS Selective Traffic Enforcement Grant in the amount of \$462,000. Grant funds covered salary and benefits for one full-time DUI traffic enforcement officer, traffic safety supplies, DUI checkpoints, saturation patrols, and traffic safety enforcement details.



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BACKGROUND

The Escondido Police Department received a FY 2026-27 California OTS STEP Grant in the amount of \$352,000. Grant funds will enhance traffic safety programs during the operational period of October 1, 2026 through September 30, 2027.

The Police Department will use grant funds to improve community safety by focusing on the following traffic issues: drunk driving, distracted driving, excessive speed, pedestrian safety, bicycle safety, motorcycle safety, and general traffic safety.

Escondido's Need for Traffic Safety Funding

Compared to similar sized cities, Escondido ranks amongst the worst in the state for victims killed and injured in crashes. Alcohol related collisions were a specific problem for Escondido. The OTS Rankings were developed so similar sized cities can compare traffic safety statistics. OTS ranks cities from highest or worst to best, with "1" being the worst. For example, a ranking of 1/61 is the highest or worst, 30/61 is average, and 61/61 is the lowest or best. Escondido ranks in the top ten worst in several categories, including fatalities, injuries, and alcohol related crashes.

The most current OTS rankings are based on data from 2022. According to the 2022 composite traffic safety statistics, Escondido ranked 11th worst out of 61 California cities of similar size, which is slightly better than 8th worst in 2021. This grant funding will allow focused efforts to continue addressing Escondido's traffic safety issues.

Ranking Description	2019	2020	2021	2022	2023
Worst for fatal and injury traffic collisions	11 th	8 th	8 th	7 th	12 th
Worst for alcohol related fatal and injury collisions	13 th	7 th	12 th	10 th	12 th
Worst for under 21-year-old driver had been drinking collisions	40 th	35 th	4 th	12 th	6 th
Worst for 21-34 year old driver had been drinking collisions	19 th	7 th	13 th	9 th	12 th
Worst for collisions involving a motorcycle	15 th	8 th	8 th	14 th	10 th



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TYPE OF CRASH	2021 VICTIMS KILLED & INJURED	2021 OTS RANKING	2022 VICTIMS KILLED & INJURED	2022 OTS RANKING	2023 VICTIMS KILLED & INJURED	2023 OTS RANKING
Total Fatal and Injury	857	8/60	917	7/61	860	12/62
Alcohol Involved	105	12/60	111	10/61	110	12/62
Had Been Drinking Driver < 21	12	4/60	10	12/61	14	6/62
Had Been Drinking Driver 21-34	50	13/60	49	9/61	51	12/62
Motorcycles	43	8/60	39	14/61	41	10/62
Pedestrians	53	13/60	43	28/61	45	28/62
Pedestrians < 15	4	22/60	9	3/61	9	3/62
Pedestrians 65+	4	32/60	8	21/61	5	31/62
Bicyclists	33	18/60	51	11/61	43	12/62
Bicyclists < 15	1	54/60	5	20/61	3	38/62
Composite*	416	8/60	412	11/61	426	10/62

*Composite figures which show rankings only, are an aggregate of several of the other rankings (Had been drinking under 21, alcohol involved, hit & run, nighttime and speed crashes). These figures are a means to give an indication of overall traffic safety.

Historical data shows Escondido's traffic safety rankings over the past several years.

- In 2012, Escondido ranked the worst overall, receiving the number one spot (1/56)
- In 2015, Escondido ranked second worst overall (2/57)
- In 2017, Escondido ranked fifth worst (5/58)
- In 2019, Escondido ranked fourteenth worst (14/59)
- In 2020, Escondido ranked fifteenth worst (15/61)
- In 2021, Escondido ranked eighth worst (8/60)
- In 2022, Escondido ranked eleventh worst (11/61)
- In 2023, Escondido ranked tenth worst (10/62)

Since 2005, Escondido's traffic safety has gradually improved. The OTS STEP Grant will allow for education and proactive enforcement to continue to improve on this trend.

Escondido consistently maintains high DUI arrest rates. DUI arrests are a major factor in reducing alcohol related collisions. High DUI arrests are often a result of OTS grant funded operations.

Below are the historical OTS Rankings of the City of Escondido:



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Historical OTS Rankings and Data																
Description	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Total Fatal/Injuries	1,268	1,238	1,095	988	844	888	890	959	832	1,215	1,131	1,088	1,010	972	936	779
OTS Ranking	6/50	5/50	6/52	6/55	13/56	8/53	7/55	6/56	10/56	4/57	4/57	11/58	8/58	9/59	11/59	8/61
Alcohol Related Fatal/Injured	182	143	128	138	99	106	92	102	78	113	169	126	121	112	103	91
OTS Ranking	1/50	3/50	3/52	3/55	7/56	3/53	7/55	3/56	17/56	10/57	2/57	10/58	3/58	8/59	13/59	7/61
Pedestrian Injured/Killed	45	59	76	57	53	57	55	70	54	68	76	77	62	70	40	45
OTS Ranking	26/50	12/50	5/52	13/55	18/56	8/53	14/55	7/56	12/56	10/57	11/57	16/58	18/58	12/59	33/59	15/61
Fatal/Injury Hit & Runs	103	104	100	80	68	72	75	74	62	97	97	69	63	60	73	54
OTS Ranking	3/50	2/50	2/52	3/55	4/56	2/53	3/55	2/56	8/56	3/57	7/57	19/58	23/58	25/59	14/59	17/61
DUI Arrests	1,030	1,066	911	828	861	841	607	545	377	399	412	415	498	N/A	493	517
OTS Ranking	49/49	48/50	47/52	49/55	50/56	49/53	47/55	45/56	36/56	42/57	42/57	N/A	54/58	N/A	50/59	60/61
Composite OTS Ranking	3/50	4/50	4/52	6/55	6/56	4/53	9/55	1/56	8/56	3/57	2/57	10/58	5/58	10/59	14/59	15/61

Traffic Collisions in Escondido

In 2025, there were approximately 2,932 calls for service of reported traffic collisions in Escondido.

The statistical breakdown of the 2025 collisions:

- 1,062 of the 2,932 reported collisions involved injuries fatalities or hit & run accidents.
 - 170 of the 1,062 collisions in Escondido involved alcohol.

Grant Funding Making a Difference

OTS STEP Grant funding keeps drunk drivers off our community's streets. During the first 11 months OTS STEP grant funding resulted in the following accomplishments:

- 147 DUI arrests, which is nearly half of the Department's total DUI arrests
- 1,422 citations of traffic offenses issued

The current OTS STEP Grant proposal funds similar activities and operations.

Grant Provider and Funding Intention

OTS takes a leadership role in efforts to make California roadways safe for all users. OTS provides an effective means of eliminating fatalities, injuries, and economic losses resulting from crashes. Through grant funding made available to California by the National Highway Traffic Safety Administration ("NHTSA"), OTS annually funds over \$80 million dollars in innovative, evidence-based education and enforcement programs and technologies designed to make California's roadways safer. OTS is determined to identify and overcome new traffic safety issues as travel habits change and transportation technologies emerge.



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Escondido's Grant Description

The purpose of the STEP Grant is to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors in Escondido. Evidence-based strategies, including education and traffic safety enforcement, will be the primary focus of this project. The funded strategies will include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention, which will help the community focus on traffic safety.

Deliverables and Operations

In accordance with non-supplanting rules, the following grant funded operations must be worked as overtime events. Non-supplanting rules require grant funds to augment, not replace, general fund monies.

- DUI Saturation Patrols: \$84,000
 - Operation Intent: Prevent alcohol related collisions and DUIs
 - Operations include officers patrolling the city with the sole purpose of spotting and stopping drunk drivers; officers working these operations do not respond to routine calls and augment standard patrol efforts
 - Operations usually include five to six officers focusing on locating DUI suspects
 - Operational period lasts up to 9 hours, mostly during weekends, holidays and major events
 - Operations are data driven, focusing on areas and times that frequently experience alcohol related traffic problems
- DUI Checkpoints: \$79,620
 - Operation Intent: Public awareness and DUI deterrence
 - OTS requires six operations during the grant period
 - Operations are carefully planned to ensure community and officer safety
 - Drivers are randomly selected to enter the checkpoint area
 - Selection process involves using a neutral formula, for example 10 officers are working at the checkpoint entrance, so 10 vehicles are selected to proceed to the screening area, while remaining vehicles pass through without officer interaction
 - Officers engage in brief conversation including educational explanation of checkpoint and questions about alcohol consumption



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- Drivers that do not show signs of impairment nor pose a risk to traffic safety receive educational material and are then directed out of the checkpoint area
 - Officers must adhere to a set of procedures
 - Standard operating procedures and reports are required for each checkpoint
 - Checkpoints are publicized 48 hours in advance through media outlets, Nixle, Twitter, Facebook, and the Police Department's website
 - Checkpoints are data driven based on times, locations, and dates that are high risk for alcohol related problems, such as holidays, Super Bowl Sunday, and major local events
 - Educational pamphlets, in English and Spanish, are provided to drivers that pass through the checkpoint
- Traffic Enforcement Operations: \$21,450
 - Operation Intent: Community safety through reduction of traffic collisions related to excessive speed and violations identified as primary collision factors
 - Operations include officers patrolling the city with the sole purpose of stopping drivers committing traffic safety violations; officers working these operations do not respond to calls and augment standard patrol efforts
 - Operations usually include five to six officers
 - Operational period lasts up to 10 hours
 - Operations are data driven, focusing on areas and times that have experienced an increase in traffic collisions
- Distracted Driving Operations: \$49,000
 - Operation Intent: Improve community safety by decreasing phone use while driving
 - Operations include officers patrolling the city with the sole purpose of stopping drivers distracted by their phones; officers working these operations do not respond to calls and augment standard patrol efforts
 - Operations usually include five to six officers
 - Operational period lasts up to 10 hours
 - Operations are conducted throughout the City
- Pedestrian and Bicycle Enforcement: \$14,300
 - Operation Intent: Improve pedestrian and bicycle safety
 - Operations include officers patrolling the city focusing on crosswalks, jaywalkers, bicycle lanes, and vehicles endangering pedestrians or bicycle riders; officers



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working these operations do not respond to calls and augment standard patrol efforts

- Operations usually include five to six officers
 - Operational period lasts up to 10 hours
 - Operations are conducted throughout the City
- Motorcycle Safety Enforcement: \$5,760
 - Operation Intent: Improve motorcycle safety
 - Operations include officers patrolling the city focusing on motorcycle traffic violations and vehicles endangering motorcycle riders; officers working these operations do not respond to calls and augment standard patrol efforts
 - Operations usually include three to four officers
 - Operational period lasts up to 10 hours
 - Operations are conducted throughout the City
- Collaborative DUI Enforcement: \$4,800
 - Operation Intent: Improve regional collaboration and reduce DUI collisions
 - Operations include regional collaborative efforts to stop DUI drivers
 - Operations usually include several officers and regional assistance
 - Operational period lasts up to 10 hours
 - Operations occur throughout the County as collaborative efforts to experience regional traffic safety practices
 - Other participating OTS grant recipient agencies routinely assist in Escondido's OTS operations as well.
- Collaborative Traffic Enforcement: \$6,000
 - Operation Intent: Improve regional collaboration and traffic safety
 - Operations include regional collaborative efforts to improve traffic safety
 - Operations usually include several officers and regional assistance
 - Operational period lasts up to 10 hours
 - Operations occur throughout the County as collaborative efforts to experience regional traffic safety practices
 - Other participating OTS grant recipient agencies routinely assist in Escondido's OTS operations as well.
- Know Your Limit Operations: \$7,200
 - Operation Intent: Community engagement and education



CITY of ESCONDIDO

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- Officers attend community events such as “Cruisin’ Grand” and local St. Patrick’s Day events
- Officers talk with community members and discuss drinking and driving
- Citizens have the opportunity to voluntarily use a breathalyzer to learn how alcohol consumption relates to their blood alcohol level and impairment
- These encounters do not result in citations or any repercussions and have been well received by community members

Education, Equipment, and Supplies

- Digital OutPost Traffic Stop Video: \$70,000
 - Production Intent: to produce an educational video to be distributed by law enforcement agencies countywide demonstrating proper interactions between peace officers and individuals during a traffic stop.
 - Content will include: the role of law enforcement and the duties and responsibilities of peace officers, the legal rights of individuals concerning interactions with peace officers, best practices for civilians and police during those interactions, the consequences for failure of an individual or officer to comply with the law, and how and where to file a complaint against, or a compliment relating to, a peace officer.
- DUI Supplies: \$4,446
 - Supplies include items like 28" traffic cones, Manual on Uniform Traffic Controlled Devices (MUTCD) compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies.
- Collaborative Meetings: \$1,500
 - Escondido hosts collaborative quarterly meetings with OTS partners around the county to discuss strategies, challenges, successes and to plan collaborative operations to further enhance the benefits of the OTS grant funding.
- Training: \$3,990
 - In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and traffic safety.



CITY of ESCONDIDO

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STEP Grant Goals

The OTS STEP grant funding allows the Escondido Police Department to focus on education and traffic safety in the community. Based on current data the following grant goals were established based on current traffic safety issues in Escondido:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100-0259 hours) fatal crashes.
18. Reduce nighttime (2100-0259 hours) injury crashes.

The Police Department is committed to improving traffic safety in Escondido. Funding provided by the OTS STEP Grant will support proactive enforcement operations that can help reduce the number of persons killed and injured in crashes in Escondido.

RESOLUTIONS

- a. Resolution No. 2026-161

ATTACHMENTS

- a. Attachment "1"—Budget Adjustment

RESOLUTION NO. 2026-161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE OR THEIR DESIGNEE TO ACCEPT THE FY 2026-27 OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT IN THE AMOUNT OF \$352,000; AND EXECUTE ALL NECESSARY BUDGET ADJUSTMENTS

WHEREAS, the City of Escondido desires to improve traffic safety in the community; and

WHEREAS, the Escondido Police Department has designated the FY 2026-27 Office of Traffic Safety Selective Traffic Enforcement Program ("STEP") Grant to conduct specific programs to address this goal; and

WHEREAS, the FY 2026-27 Office of Traffic Safety STEP Grant funds are made available through the State of California Office of Traffic Safety in the amount of \$352,000.

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

1. That the above recitations are true.
2. That the City Council authorizes the Chief of Police of the City of Escondido or their designee to accept the FY 2026-27 Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant in the amount of \$352,000, and execute all documents and budget adjustments necessary for the management and completion of the grant scope including any extensions and amendments thereof.



BUDGET ADJUSTMENT REQUEST

Department:	Police Department	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Barbara MarLett	
City Council Meeting Date: (attach staff report)	September 30, 2026	

EXPLANATION OF REQUEST

A budget adjustment is needed to receive grant funds and establish a spending account for salary, overtime and supply expenses related to the FY 2026-27 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP).

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4128-1451-new grant number	\$352,000	
Police Grants	1451-new grant number	\$352,000	

APPROVALS

Signed by: 581C2D657E4C403... 9/24/2026	Signed by: B56F52D8C10540B... 9/24/2026
DEPARTMENT HEAD	FINANCE
DATE	DATE



STAFF REPORT

September 30, 2026

File Number 0480-70

SUBJECT

FY 2026-27 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT

DEPARTMENT

Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-162 (1) authorizing the Escondido Police Department to accept a FY 2026-27 California Office of Traffic Safety ("OTS") Pedestrian and Bicycle Safety Program Grant in the amount of \$21,000; (2) authorizing the Chief of Police or their designee to execute grant documents on behalf of the City; and (3) approving budget adjustments needed to spend grant funds. The Police Department will use grant funds to pay for police officer overtime for educational programs related to bicycle and pedestrian safety, and to provide bicycle helmets, educational materials and safety supplies to community members.

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

Presenter: Ken Plunkett, Chief of Police

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

COUNCIL PRIORITY – Prioritize Public Safety

FISCAL ANALYSIS

This action will have no impact on the FY 2026-27 General Fund Budget. Grant funds will be used for expenses related to traffic safety educational activities and traffic safety supplies. Funding will cover expenses from October 1, 2026 through September 30, 2027.

PREVIOUS ACTION

On October 1, 2025, the City Council authorized the Escondido Police Department to accept a FY 2025-26 California OTS Pedestrian and Bicycle Safety Program Grant in the amount of \$21,000.



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BACKGROUND

The Escondido Police Department will work to enhance bicycle and pedestrian safety by providing safety equipment coupled with educational programs and safety materials. The goal is to reduce the number of collisions with injuries and fatalities involving bicycles and pedestrians.

The Escondido Police Department has established partnerships with community-based organizations to reach our target audience – school age children and senior citizens in the community. The Police Department partners with community-based organization Escondido Education COMPACT to provide bicycle safety rodeos, and safe walk home programs. Safety equipment such as bicycle helmets, reflective bands, bicycle lights, and zipper pulls will be distributed thanks to this grant funding.

The Police Department also partners with the Park Avenue Senior Center and the Redwood Terrace Senior Community to increase awareness of traffic safety for seniors. Many seniors walk from their homes to exercise, socialize, or to go shopping. Busy streets and uncontrolled intersections can be problematic. The educational program for our senior community members has been successful in the past, and the OTS grant funds will assist in keeping our seniors safe.

RESOLUTIONS

- a. Resolution No. 2026-162

ATTACHMENTS

- a. Attachment "1"—Budget Adjustment

RESOLUTION NO. 2026-162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE OR THEIR DESIGNEE TO ACCEPT THE FY 2026-27 OFFICE OF TRAFFIC SAFETY PEDESTRIAN AND BICYCLE SAFETY GRANT IN THE AMOUNT OF \$21,000; AND EXECUTE ALL NECESSARY GRANT DOCUMENTS AND BUDGET ADJUSTMENTS

WHEREAS, the City of Escondido desires to improve pedestrian and bicyclist safety in the community; and

WHEREAS, the Escondido Police Department has designated the FY 2026-27 Office of Traffic Safety Pedestrian and Bicycle Safety Program Grant to conduct specific programs to address this goal; and

WHEREAS, the FY 2026-27 Office of Traffic Safety Pedestrian and Bicycle Safety Program Grant funds are made available through the State of California Office of Traffic Safety in the amount of \$21,000.

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

1. That the above recitations are true.
2. That the City Council authorizes the Chief of Police of the City of Escondido or their designee to accept the FY 2026-27 Office of Traffic Safety Pedestrian and Bicycle Safety Program Grant in the amount of \$21,000, and execute all documents necessary for the management and completion of the grant scope including any extensions and amendments thereof.



BUDGET ADJUSTMENT REQUEST

Department:	Police Department	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Barbara MarLett	
City Council Meeting Date: (attach staff report)	September 30, 2026	

EXPLANATION OF REQUEST

A budget adjustment is needed to receive grant funds and establish a spending account for educational activities and traffic safety supplies related to the FY 2026-27 Office of Traffic Safety (OTS) Pedestrian and Bicycle Safety Program Grant.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4128-1451-new grant number	\$21,000	
Police Grants	1451-new grant number	\$21,000	

APPROVALS

Signed by: 581C2D657E4C403...		9/24/2026		Signed by: B56F52D8C10540B...		9/24/2026	
DEPARTMENT HEAD		DATE		FINANCE		DATE	



STAFF REPORT

September 30, 2026

File Number 0430-80

SUBJECT

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

DEPARTMENT

Police Department

RECOMMENDATION

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

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

Presenter: Ken Plunkett, Chief of Police

ESSENTIAL SERVICE – Yes, Police Services

COUNCIL PRIORITY – Prioritize Public Safety

FISCAL ANALYSIS

Upon approval of this budget adjustment, the cost of these positions will be included in the Police Department's Measure I Budget. The projected annual cost is approximately \$288,062.

PREVIOUS ACTION

None

BACKGROUND

Police Officer (DUI Traffic Officer) – This new position replaces funding that has been previously provided over the past several years through the annual Office of Traffic Safety ("OTS") Selective Traffic Enforcement Program Grant. Because the grant funding for this position was not renewed for Escondido or any other OTS grantee, it is imperative that the City maintain the position to ensure the continuation of proactive traffic safety initiatives. Retaining this position will preserve the department's ability to address traffic-related concerns, enhance public safety, reduce collisions, and support ongoing enforcement and education efforts that help keep our community safe.



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Police Projects Supervisor – The City of Escondido relies on the Police Business Division to provide oversight and coordination of critical administrative and operational functions, including budget development and monitoring, grant management, contract administration, invoice review and processing, vendor management, and collaboration with other City departments. This new position is necessary to enhance accountability, transparency, and fiscal stewardship within the division by providing direct oversight of projects, financial processes, and workload distribution. The Police Projects Supervisor will help ensure public funds are managed responsibly, financial controls are consistently applied, reporting requirements are met, and department initiatives are executed efficiently and transparently. Establishing this position will enhance operational oversight and support sound fiscal management practices across the Police Department.

RESOLUTIONS

- a. Resolution No. 2026-164

ATTACHMENTS

- a. Attachment “1”— Budget Adjustment

RESOLUTION NO. 2026-164

-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE POLICE DEPARTMENT TO ADD TWO FULL-TIME POSITIONS - ONE POLICE OFFICER DEDICATED TO DUI ENFORCEMENT AND ONE POLICE PROJECTS SUPERVISOR; AND AUTHORIZE THE NECESSARY BUDGET ADJUSTMENT

WHEREAS, the City of Escondido desires to address traffic safety in the community; and

WHEREAS, the Escondido Police Department desires to add a Police Officer dedicated to DUI enforcement to ensure the continuation of proactive traffic safety initiatives are addressed; and

WHEREAS, the Escondido Police Department desires to support and enhance operational oversight and sound fiscal management; and

WHEREAS, the Escondido Police Department desires to add a Police Projects Supervisor to enhance accountability, transparency, and fiscal stewardship; and

WHEREAS, a budget adjustment is needed for this purpose.

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

1. That the above recitations are true.
2. That the City Council hereby approves and authorizes the addition of these two full time positions, and the necessary budget adjustment in the amount of \$288,062.



Budget Adjustment Request Form

Department:	Police Department	For Finance Use Only BA # _____ Fiscal Year _____
Department Contact:	Lisa Rodelo x4905	
City Council Meeting Date: (attach staff report)	September 30, 2026	

EXPLANATION OF REQUEST

Budget adjustment needed for Regular full time employee positions in the Police Department. Salary and overhead costs for one Police Officer (DUI Traffic Officer) and one full-time Police Projects Supervisor.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Regular Full Time	1002-500-Traffic	\$112,153	
Regular Full Time	1002-500-Admin	\$97,137	
Other Employee Overhead	1002-500-Other OH	\$10,468	
PERS-Normal Cost	1002-500-PERS Norma	\$33,700	
Medical Benefits	1002-500-Medical	\$21,853	
Workers Comp	1002-500-Workers Cmp	\$12,750	

APPROVALS

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9/21/2026		9/21/2026	
DEPARTMENT HEAD	DATE	FINANCE	DATE



STAFF REPORT

September 30, 2026
File Number 0700-80

SUBJECT

YEAR 2027 HOLIDAYS

DEPARTMENT

Human Resources

RECOMMENDATION

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

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

Presenter: Daniel Alvarado, Human Resources Manager

ESSENTIAL SERVICE – Yes, internal requirement

COUNCIL PRIORITY –

FISCAL ANALYSIS

None

PREVIOUS ACTION

Each year the City Council adopts a resolution, as required by State law, to designate the days that City offices will be closed for holiday observances.

BACKGROUND

Holidays are considered to be an employee benefit and are, therefore, a part of the negotiation process with our various bargaining units. There are ten recognized holidays each year.

RESOLUTIONS

- a. Resolution No. 2026-155
- b. Resolution No. 2026-155—Exhibit “A”— City Recognized Holidays Year 2027

RESOLUTION NO. 2026-155

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, DESIGNATING THE DATES
THAT CITY OFFICES WILL BE CLOSED IN THE YEAR 2027
FOR HOLIDAY OBSERVANCES

WHEREAS, Section 6700 of the California Government Code designates days that are holidays in the State of California ("State"); and

WHEREAS, Section 6702 of the California Government Code provides that City of Escondido ("City") offices shall be closed on designated State holidays unless otherwise provided by the City; and

WHEREAS, the City Council desires and deems it to be in the best public interest to designate those holidays on which City offices will be closed.

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 public offices of the City shall be closed on the following dates set forth in Exhibit "A" attached to this Resolution and incorporated by this reference.

City Recognized Holidays Year 2027

New Year's Day	Friday, January 1, 2027
Martin Luther King Day	Monday, January 18, 2027
Presidents' Day	Monday, February 15, 2027
Memorial Day	Monday, May 31, 2027
Independence Day	Sunday, July 4, 2027 (Observed Monday, July 5, 2027)
Labor Day	Monday, September 6, 2027
Veterans' Day	Thursday, November 11, 2027
Thanksgiving Day	Thursday, November 25, 2027
Day after Thanksgiving	Friday, November 26, 2027
Christmas Day	Saturday, December 25, 2027 (Observed Friday, December 24, 2027)
New Year's Day 2028	Saturday, January 1, 2028 (Observed Friday, December 31, 2027)

In addition to the above, the following facilities also have these modified hours:

Library

- Sunday, March 28: closed
- Sunday, July 4: closed
- Friday, September 17: closed for staff training
- Wednesday, November 24: close @ 5 p.m.
- Friday, December 24: open
- Saturday, December 25: closed
- Friday, December 31: open

East Valley Community Center

- Sunday, March 28: closed
- Wednesday, November 24: close @ 3 p.m.
- Monday, December 20 - Sunday, December 26: closed for floor and carpet maintenance

Escondido Sports Center

- *Closed during inclement weather.*
- *Monday, January 18: open*
- *Monday, February 15: open*
- *Sunday, March 28: closed*
- *Sunday, July 4: closed*
- *Monday, July 5: open*
- *Sunday, October 31: open, 8 a.m. – 6 p.m.*
- *Thursday, November 11: open*
- *Wednesday, November 24: open, 3 – 7 p.m.*
- *Saturday, December 25: closed*

Park Avenue Community Center

- *Sunday, March 28: closed*
- *Wednesday, November 24: close @ 3 p.m.*

Pool Closures

- *Saturday, January 2 – Monday, January 4: closed*
- *Sunday, March 28: closed*
- *Saturday, July 3 – Sunday, July 4: closed*
- *Monday, December 20, 2027 – Monday, January 3, 2028: closed*

ORDINANCE NO. 2026-09R

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

WHEREAS, the City of Escondido is responsible for protecting the health, safety, and welfare of its residents, businesses, and visitors; and

WHEREAS, Battery Energy Storage Systems (“BESS”) are increasingly being installed throughout the region to support renewable energy, grid stability, and local energy resilience; and

WHEREAS, BESS facilities, while beneficial, present unique fire, explosion, and life-safety hazards that require clear and consistent safety standards; and

WHEREAS, the County of San Diego has developed comprehensive BESS Guidelines that address siting, separation, ventilation, UL standards, emergency response planning, and inspection requirements; and

WHEREAS, the City of Escondido experiences climatic, geological, and topographical conditions including prolonged high heat periods, Santa Ana winds, seismic activity, Wildland–Urban Interface areas, and hillside communities that increase the potential risks associated with BESS installations; and

WHEREAS, the region is seismically active and subject to soil variability; and

WHEREAS, these local conditions justify the adoption of enhanced safety regulations to supplement the California Fire Code; and

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



STAFF REPORT

September 30, 2026

File Number 0600-00

SUBJECT

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

DEPARTMENT

City Clerk

RECOMMENDATION

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

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

Presenter: Councilmember Judy Fitzgerald

ESSENTIAL SERVICE – Yes, Fire/EMS Services

COUNCIL PRIORITY – Prioritize Public Safety

FISCAL ANALYSIS

There is no direct fiscal impact to the City of Escondido associated with providing a Letter of Support for the Valley Center Fire Protection District's CAL FIRE Forestry Grant application.

The proposed action does not commit City funds to the project or create a financial obligation for the City.

PREVIOUS ACTION

None

BACKGROUND

The Valley Center Fire Protection District is seeking CAL FIRE Forestry Grant funding to support a landscape-scale wildfire mitigation and community resilience project ("Project") serving Valley Center and the greater Interstate 15 corridor.



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The proposed Project includes approximately 2,000 acres of mechanical and manual hazardous fuel reduction, establishment of a Mirar de Valle safe evacuation route connecting toward Interstate 15, watershed protection, erosion control, habitat enhancement, restoration activities, and local and nonprofit workforce development and community stewardship.

Although the Project is located within the Valley Center Fire Protection District, its potential public safety benefits extend beyond jurisdictional boundaries. Wildfire can rapidly move across communities and jurisdictional boundaries, while emergency evacuation, transportation, mutual aid, and access to critical infrastructure require coordinated regional response.

The Interstate 15 corridor is a critical north-south transportation route serving northern San Diego County and connecting communities throughout the region. A significant wildfire affecting the corridor could affect residents, emergency response, commuter and commercial traffic, goods movement, and regional access.

The proposed Project is therefore consistent with the broader public safety interest of communities throughout northern San Diego County. Supporting the grant application would demonstrate the City of Escondido's support for regional cooperation and proactive wildfire mitigation.

Wildfire preparedness and mitigation require coordination among neighboring jurisdictions and emergency response agencies. The geographic characteristics of northern San Diego County include steep and rugged terrain, areas of substantial vegetation and fuel loading, interconnected watersheds, and transportation networks that may experience significant congestion during an emergency.

Valley Center and communities along the Interstate 15 corridor share these regional characteristics. A wildfire originating in or moving through one community can create consequences for surrounding communities, transportation routes, emergency response operations, critical infrastructure, and residents outside the jurisdiction in which the fire originated.

The Valley Center Fire Protection District has proposed a comprehensive wildfire mitigation Project intended to reduce hazardous fuel accumulations, improve evacuation capacity, strengthen emergency access, and support long-term stewardship of treated lands.

The San Diego County I-15 Design Review Board has expressed strong support for the Project, emphasizing its potential regional public safety benefits and the importance of protecting communities and transportation infrastructure throughout the Interstate 15 corridor.

Regional Wildfire Mitigation

The proposed Project represents a landscape-scale approach to wildfire mitigation. Mechanical and manual fuel-reduction treatments across approximately 2,000 acres are intended to reduce hazardous vegetation and fuel accumulations that can contribute to extreme fire behavior and rapid wildfire spread.



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Strategically located fuel reduction can provide firefighters with improved opportunities for suppression and containment and can create additional tactical options during a wildfire incident.

For the City of Escondido, supporting proactive regional fuel reduction is consistent with the importance of reducing wildfire risk before an emergency occurs and strengthening the ability of neighboring agencies to respond effectively when incidents cross jurisdictional boundaries.

Evacuation and Emergency Access

A significant component of the proposed Project is the establishment of a Mirar de Valle safe evacuation route connecting toward Interstate 15.

Safe and reliable evacuation routes are an important component of community wildfire preparedness. During a major wildfire, additional evacuation capacity can help reduce pressure on existing roadways, improve emergency access, and provide emergency personnel with greater flexibility in managing evacuations and response operations.

Because Interstate 15 is a major regional transportation corridor, evacuation improvements that connect communities to the corridor can have implications beyond the immediate Project area.

Interstate 15 Corridor Resiliency

Interstate 15 serves as a critical north-south transportation artery for San Diego County and Southern California. Wildfire impacts affecting the corridor may disrupt transportation, emergency response, goods movement, and access between communities.

Reducing hazardous fuels and improving evacuation and emergency access in areas connected to the Interstate 15 corridor can contribute to regional preparedness and transportation resiliency.

The proposed Project should therefore be viewed within the broader context of regional emergency preparedness rather than solely as a project benefiting one jurisdiction.

Regional Mutual Aid and Emergency Response

Fire and emergency response agencies throughout northern San Diego County routinely coordinate through mutual aid during significant incidents.

Fuel treatments, improved access, and additional evacuation capacity can provide responding agencies with safer operating conditions and additional options for managing a wildfire. These improvements may also provide opportunities to contain a fire before it expands into additional communities or threatens major transportation routes.

Supporting the Valley Center Fire Protection District's application reflects the importance of cooperation among neighboring agencies in addressing hazards that do not respect municipal or district boundaries.



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Protection of Residents and Vulnerable Communities

The proposed Project also emphasizes protection of established neighborhoods, low-income households, vulnerable residents, and communities with limited evacuation options.

Effective wildfire preparedness involves both reducing the likelihood and severity of fire impacts and improving the ability of residents to evacuate safely and emergency responders to reach threatened areas efficiently.

These considerations are particularly important when evacuation routes may become constrained during a rapidly developing wildfire.

The proposed Project incorporates watershed protection, erosion control, habitat enhancement, and restoration following fuel-reduction activities.

Wildfire mitigation and environmental stewardship can be complementary objectives when fuel treatments are thoughtfully planned and followed by appropriate restoration and land-management practices. Protecting watersheds, open space, habitat, and communities contributes to long-term regional resilience.

Workforce Development and Community Stewardship

The Project also proposes local and nonprofit workforce development and community stewardship activities associated with maintaining fuel treatments, managing vegetation, restoring treated lands, and supporting future wildfire mitigation projects.

Developing local capacity for ongoing vegetation management and land stewardship can contribute to the long-term effectiveness and sustainability of wildfire mitigation investments.

PUBLIC SAFETY CONSIDERATIONS

Wildfire is a regional public safety issue. Effective mitigation requires advance planning, hazardous fuel reduction, reliable evacuation routes, emergency access, interagency coordination, and ongoing stewardship of treated areas.

Supporting the Valley Center Fire Protection District's grant application provides the City of Escondido an opportunity to affirm the importance of regional cooperation in reducing wildfire risk and protecting residents, emergency responders, transportation infrastructure, and surrounding communities.

CONCLUSION

The Valley Center Fire Protection District's proposed CAL FIRE Forestry Grant Project represents a regional approach to wildfire preparedness and mitigation. The proposed fuel reduction, evacuation improvements, emergency access, watershed protection, habitat restoration, and workforce



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development activities have the potential to strengthen resilience in Valley Center and throughout the greater Interstate 15 corridor.

Because wildfire and its impacts extend beyond jurisdictional boundaries, regional cooperation is an important component of effective preparedness. A Letter of Support from the City of Escondido would recognize the broader public safety and regional resilience considerations associated with the proposed Project.

Staff therefore recommends that the City Council approve the proposed Letter of Support and authorize its transmittal to the Valley Center Fire Protection District and CAL FIRE.

ATTACHMENTS

- a. Attachment "1"—City of Escondido - Letter of Support



Attachment "1"

September 30, 2026

CAL FIRE

Wildfire Prevention Grants Program

California Department of Forestry and Fire Protection

715 P Street

Sacramento, CA 95814

Re: Letter of Support for Valley Center Fire Protection District CAL FIRE Forestry Grant Application.

To Whom It May Concern:

On behalf of the City of Escondido, we are pleased to express our support for the Valley Center Fire Protection District's CAL FIRE Forestry Grant application and the proposed wildfire mitigation, fuel reduction, and evacuation improvements serving Valley Center and the greater Interstate 15 corridor.

Wildfire does not recognize community or jurisdictional boundaries. Communities throughout northern San Diego County share many of the same wildfire vulnerabilities, including steep and rugged terrain, heavy vegetation and fuel loading, interconnected watersheds, limited evacuation routes, and transportation corridors that may become severely congested during an emergency.

A major wildfire originating in or moving through Valley Center can quickly affect neighboring communities, regional transportation routes, critical infrastructure, and residents beyond the boundaries of the Valley Center Fire Protection District. For this reason, the proposed project represents not only an important local initiative, but also a meaningful regional public safety and wildfire resilience investment.

The proposed project includes mechanical and manual fuel-reduction treatments across approximately 2,000 acres. Reducing hazardous vegetation and fuel accumulations can help reduce conditions that contribute to extreme fire behavior and rapid wildfire spread while providing firefighters with improved opportunities for suppression and containment.

Of particular regional importance is the proposed establishment of a Mirar de Valle safe evacuation route connecting toward Interstate 15. During a major wildfire, safe and reliable evacuation routes are essential to protecting residents and supporting effective emergency operations. Additional evacuation capacity can help reduce pressure on existing roadways, improve emergency access, and provide firefighters and law enforcement with greater flexibility when managing evacuations and emergency response.

Interstate 15 is a critical north-south transportation artery serving San Diego County and Southern California. A significant wildfire affecting the corridor could disrupt commuter and commercial traffic, emergency response, goods movement, and access between communities. Investments that reduce wildfire risk and improve evacuation capacity therefore have the potential to provide benefits beyond the immediate project area.



Attachment "1"

The project also supports regional mutual-aid capabilities. Fire agencies throughout northern San Diego County depend upon coordinated response and mutual aid during significant emergencies. Fuel treatments, improved access, and strategically located evacuation routes can provide responding agencies with additional tactical options and safer operating conditions while supporting efforts to contain wildfire before it threatens additional communities.

The City also recognizes the importance of protecting established neighborhoods, low-income households, vulnerable residents, and communities with limited evacuation options. Effective wildfire preparedness requires both reducing hazardous conditions and ensuring that residents can evacuate safely while emergency responders can reach threatened areas as quickly and safely as possible.

Equally important is the project's commitment to responsible land stewardship through watershed protection, erosion control, habitat enhancement, and restoration following fuel-reduction activities. Long-term wildfire resilience requires thoughtful protection of both communities and the natural landscapes that connect them.

The proposed investment in local and nonprofit workforce development and community stewardship can further strengthen the region's capacity to maintain fuel treatments, manage vegetation, restore treated lands, and support future wildfire mitigation efforts.

The City of Escondido recognizes the value of cross-jurisdictional, landscape-scale wildfire prevention strategies. By reducing hazardous fuels, improving evacuation capacity, protecting watersheds and open space, and strengthening emergency-response capabilities, the proposed project can contribute to the safety and resilience of Valley Center and communities throughout the greater Interstate 15 corridor.

For these reasons, the City of Escondido strongly supports the Valley Center Fire Protection District's CAL FIRE Forestry Grant application and respectfully encourages favorable consideration and full funding of this important project.

Protecting Valley Center from catastrophic wildfire helps strengthen the resilience of the entire Interstate 15 corridor. The proposed project represents an investment in regional public safety, emergency preparedness, transportation resiliency, environmental stewardship, and the long-term protection of communities throughout northern San Diego County.

Sincerely,

Dane M. White
Mayor
City of Escondido



CITY of ESCONDIDO

FUTURE AGENDA

10/7/2026

PROCLAMATION - CODE COMPLIANCE OFFICER APPRECIATION WEEK

PROCLAMATION - FIRE PREVENTION AWARENESS WEEK

PRESENTATION - (K. UGROB) - SHORT TERM RENTAL PILOT PROGRAM ONE-YEAR UPDATE

CONSENT CALENDAR - (K. SNYDER) - ESCONDIDO 2040 CONTRACT EXECUTION

CONSENT CALENDAR - (D. PETERSON) - AMENDMENT TO THE SEWER FLOW AGREEMENT FOR THE VALIANO PROJECT - Request the City Council adopt

CONSENT CALENDAR - (J. GOULART) - CHANGE ORDER WITH WESTERN STATE BUILDERS FOR THE SPLASH PAD AT GROVE PARK PROJECT

CONSENT CALENDAR - (J. GOULART) - HR GREEN CONSULTING AGREEMENT

CONSENT CALENDAR - (C. MCKINNEY) - AMENDMENT TO LEASE AGREEMENT WITH SDCCU

PUBLIC HEARING - (K. SNYDER) – SB79 ORDINANCE

PUBLIC HEARING - (K. SNYDER) – EXTENSION OF INTERIM ORDINANCE PROHIBITING DATA CENTERS WITHIN THE CITY OF ESCONDIDO

CURRENT BUSINESS - (C. MCKINNEY) - CONSIDERATION OF DONATION OFFER FROM THE ESCONDIDO COMMUNITY FOUNDATION FOR LED LIGHTING OF THE ESCONDIDO GIVING ARCH - It is requested that the City Council approve the donation offer from the Escondido Community foundation to outline the Escondido Giving Arch with LED lighting.

CURRENT BUSINESS - (C. MCKINNEY) - 2026/2027 PUBLIC ART ANNUAL WORK PLAN - Request the City Council approve the 2026/2027 Public Art Annual

CURRENT BUSINESS - (J. AXELROD) - MEASURE B: THE SAN DIEGO COUNTY HEALTH & SAFETY ACT - 0.5% COUNTYWIDE TAX INITIATIVE - Request the City

WORKSHOP - (C. HOLMES) - AMERICAN RESCUE PLAN ACT FINAL REPORT - Request the City Council receive and file a review of the American Rescue Plan

10/14/2026 - NO MEETING

10/21/2026 - NO MEETING

10/28/2026 - NO MEETING