



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, MAY 07, 2025

4:00 PM - Closed Session (Parkview Conference Room)

5:00 PM - Regular Session

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR

Dane White

DEPUTY MAYOR

Consuelo Martinez (District 1)

COUNCILMEMBERS

Joe Garcia (District 2)

Christian Garcia (District 3)

Judy Fitzgerald (District 4)

CITY MANAGER

Sean McGlynn

CITY ATTORNEY

Michael McGuinness

CITY CLERK

Zack Beck

HOW TO WATCH

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

In Person



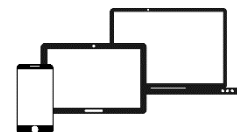
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.gov



CITY *of* ESCONDIDO

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HOW TO PARTICIPATE

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

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



escondido-ca.municodemeetings.com

ASSISTANCE PROVIDED

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





CITY of ESCONDIDO

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WEDNESDAY, MAY 07, 2025

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION

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

- a. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Teamsters Local 911, Maintenance and Operations Bargaining Unit and Administrative / Clerical / Engineering Bargaining Unit
- b. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido City Employees' Association, Supervisory Bargaining Unit

ADJOURNMENT



CITY *of* ESCONDIDO

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REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

PROCLAMATIONS

Drinking Water Week and Water Awareness Month

Professional Municipal Clerks Week: May 4th - May 10th, 2025

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

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



CITY of ESCONDIDO

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2. APPROVAL OF WARRANT REGISTER

Request the City Council and Housing Successor Agency warrants issued between April 7, 2025 to April 27, 2025

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

3. APPROVAL OF MINUTES: None

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

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

Request the City Council adopt Resolution No. 2025-38, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main.

Staff Recommendation: Approval (Utilities Department: Angela Morrow, Director of Utilities)

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

a) Resolution No. 2025-38

6. FIRST AMENDMENT TO GLENN A. RICK ENGINEERING AND DEVELOPMENT CO. IN THE AMOUNT OF \$125,000 FOR ON-CALL PLANNING SERVICES

Request the City Council approve the First Amendment to the Consulting Services Agreement with Glenn A. Rick Engineering and Development Co. in the amount of \$125,000 for On-call Planning Services.

Staff Recommendation: Approval (Development Services Department: Christopher W. McKinney, Deputy City Manager/Interim Director of Development Services)

Presenter: Veronica Morones, City Planner

a) Resolution No. 2025-37



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7. REQUEST APPROVAL FOR CONTRACT AMENDMENT TO THE CONSULTING AGREEMENT WITH KIMLEY HORN AND ASSOCIATES, INC. FOR THE JOHN MASSON MEMORIAL BIKE PARK PROJECT

Request the City Council adopt Resolution No. 2025-46, authorizing the Mayor, on behalf of the City, to execute Amendment No. 2 to the consulting services agreement with Kimley Horn and Associates, Inc. for project management, and design services in the amount of \$65,525.

Staff Recommendation: Approval (Development Services Department: Christopher W. McKinney, Deputy City Manager/Interim Director of Development Services and Jonathan Schauble, City Engineer)

Presenter: Michael Tully, Project Manager

a) Resolution No. 2025-46

8. APPROVE CONTRACT AMENDMENTS FOR THE CITRACADO PARKWAY EXTENSION PROJECT

Request the City Council adopt Resolution No. 2025-44 authorizing Amendment 9 to the consultant contract with Perennial Environmental I, LLC., in the amount of \$260,190.84, and Resolution No. 2025-45 authorizing Amendment 8 to the consultant contract with TY Lin International in the amount of \$98,220 for the Citracado Parkway Extension Project ("Project").

Staff Recommendation: Approval (Development Services Department: Christopher W. McKinney, Deputy City Manager/Interim Director of Development Services and Jonathan Schauble, City Engineer)

Presenter: Matthew Souttere, Project Manager

a) Resolution No. 2025-44

b) Resolution No. 2025-45

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE 2024 OMNIBUS ZONING CODE UPDATE THAT AMENDS VARIOUS ARTICLES OF THE ESCONDIDO ZONING CODE AND ONE AMENDMENT TO THE ESCONDIDO SUBDIVISION ORDINANCE

Approved on April 9, 2025 with a vote count of 5/0.

a) Ordinance No. 2025-01 (Second Reading and Adoption)



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CURRENT BUSINESS

10. BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ESCONDIDO

Request the City Council receive the informational presentation provided by staff and provide direction to staff on next steps related to (1) Development of regulation (if any) surrounding battery energy storage systems; (2) The in-place interim urgency ordinance prohibiting new commercial battery energy storage systems.

Staff Recommendation: Receive and File (Development Services Department: Christopher W. McKinney, Deputy City Manager/Interim Director of Development Services)

Presenter: Veronica Morones, City Planner

11. BOARD AND COMMISSION INTERVIEWS

Request the City Council conduct interviews of applicants to fill vacancies on the City's Boards and Commissions.

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

Presenter: Zack Beck, City Clerk

FUTURE AGENDA

12. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT

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



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ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, May 14, 2025	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>
Wednesday, May 21, 2025	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>

SUCCESSOR AGENCY

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



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

May 7, 2025
File Number 0400-40

SUBJECT**APPROVAL OF WARRANT REGISTER****DEPARTMENT**

Finance

RECOMMENDATION

Approval for City Council and Housing Successor Agency warrants issued between April 7, 2025 to April 27, 2025

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

Dates	04/07/2025 to 04/27/2025
Total	\$10,191,110.22
Number of Warrants	670

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.



Consent Item No. 3

May 7, 2025

APPROVAL

OF

MINUTES



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

May 7, 2025
File Number 1330-85

SUBJECT

CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

DEPARTMENT

Utilities Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-38, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The Resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

Staff Recommendation: Approval (Utilities: Angela Morrow, 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 –Improve Public Safety

FISCAL ANALYSIS

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

PREVIOUS ACTION

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

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

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



CITY of ESCONDIDO

STAFF REPORT

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

BACKGROUND

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

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

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

Figure 1





CITY of ESCONDIDO

STAFF REPORT

Section 1 emergency repair work began on August 7, 2024. Repair work to Section 1 was completed as of January 30, 2025. The final slurry seal coat to the Firestone parking lot is scheduled to be completed on July 3, 2025, to allow for proper cure time and minimal disruption to Firestone's normal business operating hours.

Section 2 emergency repair work began on July 25, 2024, and is anticipated to be complete by July 31, 2025. The contractor, CCL Contracting, Inc. ("CCL"), has installed approximately 3,680 linear feet of trunk main, from Grape Day Park to Hickory Street, within Pennsylvania Avenue; north within Hickory Street from the intersection of Pennsylvania Avenue and Hickory Street to just south of the intersection of Hickory Street and Lansing Circle; easterly through the Westmont Assisted Living Community; and continues easterly within the City's Escondido Creek private property/public utility easement, paralleling the south side of Escondido Creek to Grape Street. Additional work over the last several weeks includes: installation of new 24" trunk sewer pipeline, restoration work at Westmont Assisted Living Community, and coordination and work with SDG&E related to existing utility conflicts and installation, keeping local businesses in power during construction, and installation of a temporary bypass pumping system with associated above grade highline between Grape Street and Hickory Street, along the Escondido Creek access road. Electronic message boards updating the community are in place, where appropriate, throughout the construction project site and will remain through the duration of work.

Utilities Staff continues to communicate and coordinate with affected businesses and local schools within the construction zone of influence, as well as other City Departments regarding current and upcoming construction, including the upcoming road closures, final improvements within Grape Day Park, the Grand Avenue Corridor Project, and the Escondido Creek Trail Project.

RESOLUTIONS

- a) Resolution No. 2025-38

RESOLUTION NO. 2025-38

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

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

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

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

WHEREAS, pursuant to the approval of Resolution No. 2024-86 on June 26, 2024, ratifying Proclamation No. 2024-02; Resolution No. 2024-94 on July 10, 2024; Resolution No. 2024-103 on July 17, 2024; Resolution No. 2024-106 on August 7, 2024; Resolution No. 2024-117 on August 28, 2024; Resolution No. 2024-131 on September 11, 2024; Resolution No. 2024-141 on October 2, 2024; Resolution No. 2024-146 on October 23, 2024; Resolution No. 2024-162 on November 20, 2024; Resolution 2024-178 on December 4, 2024; Resolution No. 2025-03 on January 8, 2025; Resolution No. 2025-06 on January 29, 2025; Resolution No. 2025-08 on February 19, 2025; Resolution No. 2025-14 On March 19, 2025; Resolution No. 2025-19 on April 2, 2025; and Resolution No. 2025-30 on April 16, 2025, the City Council previously found that the failing trunk sewer risk constitutes an emergency and found it appropriate for Utilities Staff to proceed to contract services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

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

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

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

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

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to continue the emergency action.

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

1. That the above recitations are true.
2. That the City Council finds the failure of the trunk sewer main is a public health and safety emergency; that this emergency will not permit the delay that would result from a competitive bidding

process; and that the proposed action and expenditure is still necessary to respond to the emergency requiring immediate repair of the trunk sewer main.



STAFF REPORT

May 7, 2025

File Number 0600-10; A-3515-1

SUBJECT

FIRST AMENDMENT TO GLENN A. RICK ENGINEERING AND DEVELOPMENT CO. IN THE AMOUNT OF \$125,000 FOR ON-CALL PLANNING SERVICES

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council approve the First Amendment to the Consulting Services Agreement with Glenn A. Rick Engineering and Development Co. in the amount of \$125,000 for On-call Planning Services.

Staff Recommendation: Approval (Development Services Department: Christopher W. McKinney, Deputy City Manager/Interim Director of Development Services)

Presenter: Veronica Morones, City Planner

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

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

FISCAL ANALYSIS

This first amendment to the Consulting Services Agreement (“CSA”) with Glenn A. Rick Engineering and Development Co. (“Consultant”) (Exhibit “A” to Resolution No. 2025-37) is not budgeted in the Development Services Department adopted budget. However, there are sufficient funds in the FY 2024/25 operating budget for this contract amendment.

PREVIOUS ACTION

Staff released a Request for Proposals (“RFP”) for department-wide on-call development services on April 6, 2023 at which time the Consultant was identified as the most qualified in the ability to meet the City’s service needs with regard to Planning and Engineering services. On June 26, 2024, the City Council approved a Consultant Services Agreement with the Consultant in the amount of \$539,340 (Attachment “1”); of which \$200,000 was designated for Planning On-call Services for the review of current planning development applications.



CITY *of* ESCONDIDO

STAFF REPORT

BACKGROUND

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

The original contract amount of \$200,000 that was set for the fiscal year will not be sufficient to support the level of review services in the Department through June 30, 2025. The fiscal year 2025 budgeted amount was determined as a roll over budget from the previous fiscal year and was not based on the contract needs for the current year. Additionally, there is an unexpected vacancy at the front counter and in order to allow services to go on uninterrupted, staff recommends utilizing the Consultant to support counter services while recruitment is underway. It is in the best interest of the City to execute the First Amendment to the Consulting Agreement with Glenn A. Rick Engineering and Development Company for on-call planning services in the amount of \$125,000.

RESOLUTIONS

- a) Resolution No. 2025-37
- b) Resolution No. 2025-37—Exhibit “A”— First Amendment to Consulting Services Agreement with Glenn A. Rick Engineering and Development Co.

ATTACHMENTS

- a) Attachment “1”—Consulting Agreement with Glenn A. Rick Engineering and Development Co.

RESOLUTION NO. 2025-37

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

WHEREAS, the Development Services Department has a Consulting Agreement with Glenn A. Rick Engineering and Development Company for on-call services to augment Planning staff capacity for the review of entitlement applications; and

WHEREAS, the cost to provide services through June 30, 2025 will exceed the annual contract price of \$200,000; and

WHEREAS, the Development Services adopted operating budget requires a mid-year budget adjustment authorization in the amount of \$125,000; and

WHEREAS, it is in the City's best interest to execute the First Amendment to the Consulting Agreement with Glenn A. Rick Engineering and Development Company for on-call planning services in the amount of \$125,000.

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 Mayor is authorized to execute, on behalf of the City, a First Amendment to a Consulting Agreement with Glenn A. Rick Engineering and Development Company, which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
FIRST AMENDMENT TO CONSULTING AGREEMENT

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

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

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

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

WHEREAS, the Parties entered into that certain Consulting Agreement dated July 22, 2024 ("Agreement"), wherein CITY retained CONSULTANT to provide services for the provision of on-call planning and engineering plan review services, as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement as described herein.

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

1. The CONSULTANT shall continue to furnish all of the Services described in the Agreement.
2. Pursuant to this First Amendment, The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **\$125,000**. The contract price of this First Amendment (\$125,000) is assigned to Planning on-call services and will bring the total contract price of the Agreement to **\$664,340**.
3. All other terms of the Agreement not referenced in this First Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this First, this First Amendment shall prevail.

4. This First Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
5. This First Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this First Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
6. Unless a different date is provided in this First Amendment, the effective date of this First Amendment shall be the latest date of execution set forth by the names of the signatories below.

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

GLENN A RICK ENGINEERING AND
DEVELOPMENT CO.

Date: _____

Brooke Peterson, Principal

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

BY: _____

DATE: _____

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



CITY OF ESCONDIDO
CONSULTING AGREEMENT

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

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

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

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

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

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

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

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

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

2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of **\$539,340**. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.
3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
7. Insurance Requirements.
 - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

- (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.
 - (7) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of

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

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

- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

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

- a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
- b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

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

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

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: 07 / 22 / 2024

Dane M. White
Dane White, Mayor

GLENN A. RICK ENGINEERING AND
DEVELOPMENT CO.

Date: 07 / 22 / 2024

Brooke Peterson
Brooke Peterson, Principal

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

BY: Elyse Dayrit

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

ATTACHMENT "A"

Scope of Work

A. General

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

B. Location

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

C. Services

Consultant shall provide services as described in **Exhibit 1** to this Scope of Work, which is attached hereto and incorporated by this reference. In the event of a conflict between this Agreement (including this Scope of Work) and Exhibit 1, the terms of this Agreement shall prevail. Services shall include Engineering and Planning on-call services regarding storm water plan review, planning entitlement application review, environmental document review, and as-needed planning policy expertise.

1. Engineering On-Call Services

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

2. Planning On-Call Services

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

3. Contingent Scope Item: Planning Grant Project Services

- a. This scope item is contingent on the receipt of grant funds. Should funding not be available for this scope item, City is not obligated to any payment toward the proposed fee of \$172,660 for this scope item described as follows:
 - i. Planning project management toward the completion of the Safety and Environmental Justice Element policy and language updates to the General Plan;
 - ii. Environmental Review and determination of the appropriate environmental document pursuant to the California Environmental Quality Act (CEQA) for the Safety and Environmental Justice Elements inclusive of final outreach and public comment; and
 - iii. Project management shall meet the task deliverables and timelines as described in the final grant agreement scope of work.

D. Scheduling

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

Storm Water Review	Owen Tunnell	otunnell@escondido.org
Planning Services	Veronica Morones	vmorones@escondido.org

Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price shall not exceed **\$539,340**; with \$166,680 assigned to Engineering on-call services, \$200,000 assigned to Planning on-call services, and \$172,660 assigned to Planning project management contingent upon the receipt of grant funds. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice. Consultant shall not bill the City for any transportation costs associated with travel to and from the project site.

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

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **June 30, 2025**.

G. Other

1. Consultant acknowledges that this Agreement is being entered into on an interim basis and shall only remain in effect while the City undertakes the filling of staff positions in its Planning Division necessary to meet entitlement application processing demands. As Planning Division staff positions become filled, Consultant may be requested to continue the review of assigned projects to completion while no new projects will be assigned.
2. The Parties acknowledge that Transnet Smart Growth Incentive Program (SGIP) Grant Funds, administered by the San Diego Association of Governments (SANDAG), will be used to fund all or a portion of this Agreement. As a sub-contractor of the CITY, the CONSULTANT shall comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives relating to such funds, including but not limited to all applicable provisions and requirements of the SGIP SANDAG Contract, which is attached hereto as **Exhibit 3** and incorporated herein by this reference.

ATTACHMENT "B"

Personnel List

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

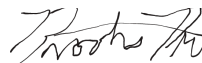
1. Brooke Peterson, AICP, Director of Planning and Design/Principal
bpeterson@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
2. Brian Mooney, Principal
bmooney@rickengineering.com
Glenn A. Rick Engineering and Development Co.;
3. Greg Mattson, AICP, Senior Planner II
gmattson@rickengineering.com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

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

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

Acknowledged by:

Date: 07 / 22 / 2024



Brooke Peterson, Principal



Attachment "1"

Item 6.



PROPOSAL TO PROVIDE

ON-CALL DEVELOPMENT SERVICES

(RFP No. 23-18)

FOR THE CITY OF ESCONDIDO



Exhibit 1



5620 Friars Road, San Diego, CA 92110

WWW.RICKENGINEERING.COM

(619) 291-0707

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01 COVER LETTER

April 28, 2023

City of Escondido
201 N. Broadway
Escondido, CA 92025

Attn: Andrew Firestine, AICP, Director of Development Services



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

Dear Mr. Firestine and Selection Committee,

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

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

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

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

Respectfully submitted,

Brooke Peterson, AICP
Principal-in-Charge

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

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



City of Escondido | **On-Call Development Services**

02 SUMMARY

Executive Summary

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

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

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

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

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

ESTABLISHED IN
1955



RICK Engineering Company

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

166+ Local Employees

THE RICK TEAM.

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

RECON ENVIRONMENTAL.

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

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

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

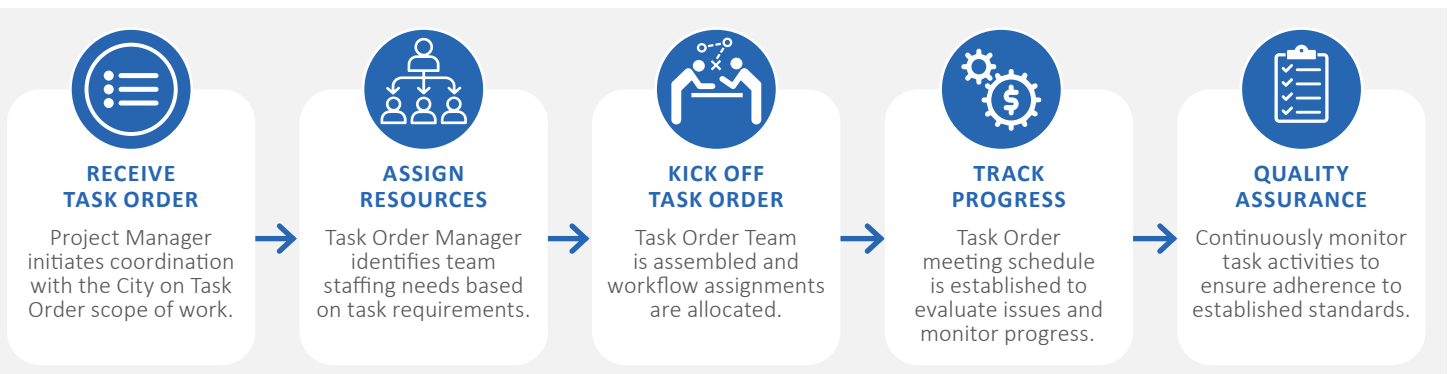
OUR APPROACH TO ON-CALL CONTRACTS. RICK knows and understands the purpose and objectives of an on-call service contract. Throughout our company's history, we have successfully performed a variety of Task Order services for on-call contracts for municipalities, government agencies, and academic institutions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

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

Select on-call contracts include:

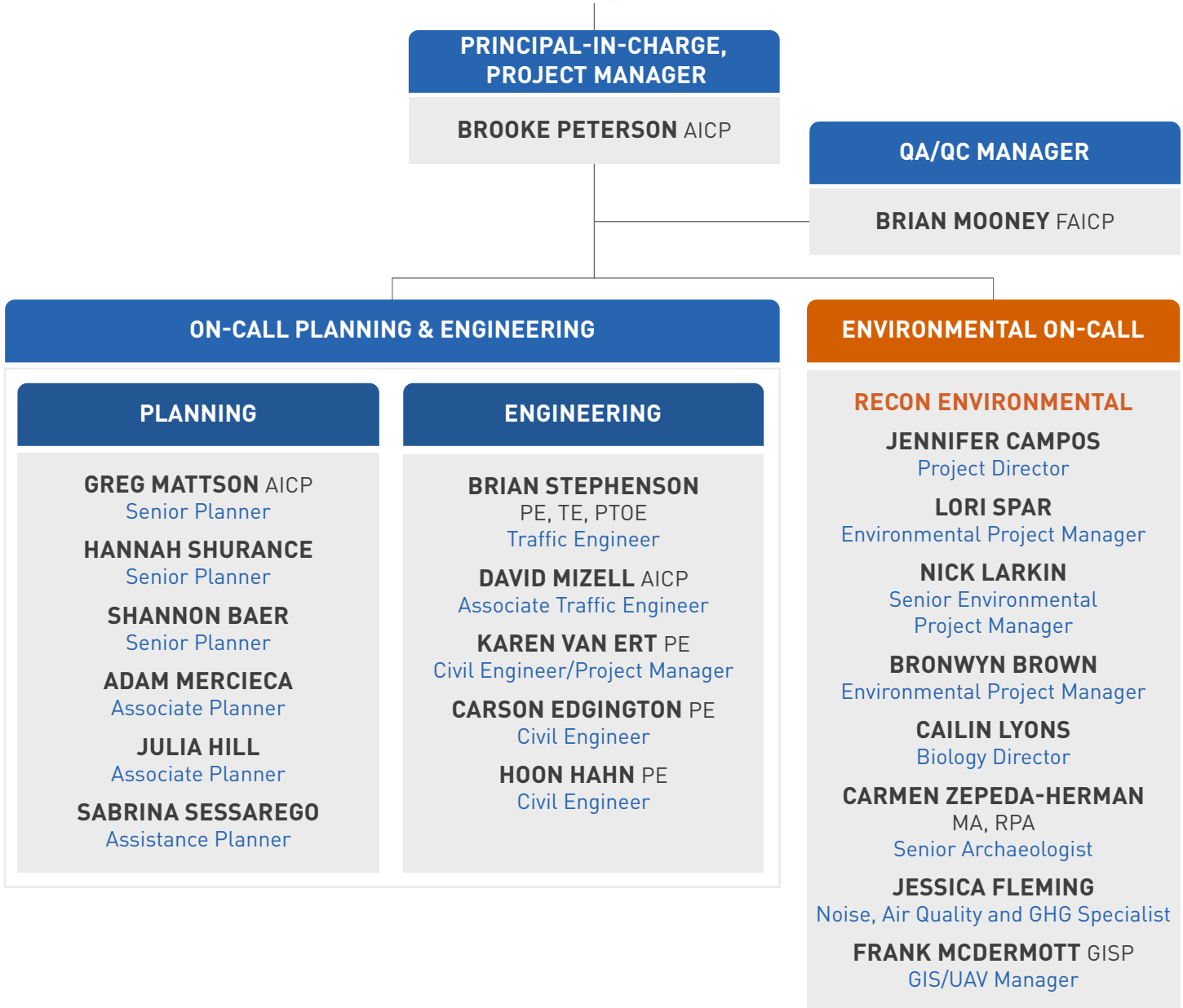
- City of Escondido On-Call Services
- County of San Diego Land Development On-Call
- County of San Diego Advanced Planning On-Call
- City of San Marcos Development Services On-Call
- City of Murrieta On-Call Traffic Engineering
- City of Murrieta On-Call Services
- City of Encinitas Plan Check and Traffic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

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



Team Organization

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



03 QUALIFICATIONS AND EXPERIENCE

a. Firm Contact Information

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

b. Qualifications and Experience of Key Personnel



BROOKE PETERSON AICP

PRINCIPAL-IN-CHARGE, PROJECT MANAGER

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

YEARS

21

EDUCATION

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

BA, Biology, Occidental College

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

CREDENTIALS

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

REPRESENTATIVE PROJECTS INCLUDE:

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

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

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

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

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

**YEARS**

45

EDUCATIONMA, Urban History,
University of San DiegoBA, Anthropology,
San Diego State University**CREDENTIALS**Certified Planner American
Institute of Certified Planners
College of Fellows (FAICP),
No. 010920**BRIAN MOONEY FAICP**

QA/QC MANAGER

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

REPRESENTATIVE PROJECTS INCLUDE:**As-Needed Staff, County of San Diego, San Diego, CA****As-Needed Planning and Environmental Services, County of Imperial, Imperial, CA****Adjunct Staff, City of Lemon Grove, Lemon Grove, CA****Adjunct Staff, City of Murrieta, Murrieta, CA****YEARS**

29

EDUCATIONBS, Landscape Architecture,
California State Polytechnic
University, Pomona**CREDENTIALS**American Institute of Certified
Planners, (AICP), No. 45317**GREG MATTSON AICP**

SENIOR PLANNER

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

REPRESENTATIVE PROJECTS INCLUDE:**Adjunct Staff Processing Discretionary Projects, City of Escondido, Escondido, CA****Advanced Planning & Land Development Review On-Call Services, County of San Diego, San Diego, CA****Extension of Staff, City of San Marcos, San Marcos, CA****Adjunct Staff for a 900-unit Multi-Family Apartment Complex, City of Murrieta, Murrieta, CA****Adjunct Staff and Zoning Counter Assistance, City of Lemon Grove, Lemon Grove, CA**

**YEARS**

7

EDUCATION

MS, Planning,
The University of Arizona

BS, Sustainable Built
Environments,
The University of Arizona

HANNAH SHURANCE**SENIOR PLANNER**

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

REPRESENTATIVE PROJECTS INCLUDE:

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

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

San Marcos Extension of Staff, San Marcos, CA

**YEARS**

7

EDUCATION

BA, Urban and Regional Planning,
Sonoma State University

SHANNON BAER**SENIOR PLANNER**

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

REPRESENTATIVE PROJECTS INCLUDE:

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

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

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

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

**YEARS**

7

EDUCATION

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

ADAM MERCIECA

ASSOCIATE PLANNER

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

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

REPRESENTATIVE PROJECTS INCLUDE:

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

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

General Plan Update, City of Vista, Vista, CA

**YEARS**

10

EDUCATION

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

JULIA HILL

ASSOCIATE PLANNER

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

REPRESENTATIVE PROJECTS INCLUDE:

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

Palomar Heights, Integral Communities, Escondido, CA

General Plan Update, City of Vista, Vista, CA

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

**YEARS**

4

EDUCATION

MS, Environmental Sciences and Policy, Johns Hopkins University

BS, Environmental Sciences, San Diego State University

SABRINA SESSAREGO

ASSISTANT PLANNER

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

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

REPRESENTATIVE PROJECTS INCLUDE:

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

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

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

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

**YEARS**

25

EDUCATION

BS, Civil Engineering, University of New York, Buffalo

CREDENTIALS

Registered Professional Engineer in CA, No. 69471

TE, CA No. 2419

PTOE, No. 2169

BRIAN STEPHENSON PE, TE, PTOE

TRAFFIC ENGINEER

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

REPRESENTATIVE PROJECTS INCLUDE:

Consultant Traffic Engineer, City of Murrieta, Murrieta, CA

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

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

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

Intersection Safety Studies, City of Sacramento, Sacramento, CA

**YEARS**

21

EDUCATION

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

CREDENTIALS

American Institute of Certified Planners (AICP) No. 21447

DAVID MIZELL AICP

ASSOCIATE TRAFFIC ENGINEER

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

REPRESENTATIVE PROJECTS INCLUDE:

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

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

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

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

**YEARS**

29

EDUCATION

BS, Civil Engineering, San Diego State University

CREDENTIALS

Professional Engineer (PE) in CA, No. 56991

KAREN VAN ERT PE

CIVIL ENGINEER/PROJECT MANAGER

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

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

REPRESENTATIVE PROJECTS INCLUDE:

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

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

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

**YEARS**

27

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

CIVIL ENGINEER

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

REPRESENTATIVE PROJECTS INCLUDE:

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

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

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

**YEARS**

29

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

CIVIL ENGINEER

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

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

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

REPRESENTATIVE PROJECTS INCLUDE:

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

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

City Staff, City of Oxnard, Oxnard, CA *

City Staff, City of Burbank, Burbank, CA *

* Work prior to RICK Engineering



JENNIFER CAMPOS

PROJECT DIRECTOR

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

REPRESENTATIVE PROJECTS INCLUDE:

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

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

Escondido Victory Industrial Park, Escondido, CA

YEARS

20

EDUCATION

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

B.A. Geography, University of California, Berkeley

CREDENTIALS

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

RECON



LORI SPAR

ENVIRONMENTAL PROGRAM MANAGER

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

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

REPRESENTATIVE PROJECTS INCLUDE:

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

Blueprint San Diego Program EIR, San Diego, CA

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

YEARS

22

EDUCATION

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

J.D. Benjamin Cardozo School of Law

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

CREDENTIALS

County of San Diego Approved CEQA Consultants List; EIR Preparer

**YEARS**

20

EDUCATION

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

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

CREDENTIALS

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

NICK LARKIN

SENIOR ENVIRONMENTAL PROJECT MANAGER

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

REPRESENTATIVE PROJECTS INCLUDE:**County of San Diego Adjunct Staff, San Diego County, CA****Lantern Crest Ridge II Mitigated Negative Declaration, Santee, CA****Rancho Springs Medical Center Expansion Project, Murrieta, CA****YEARS**

14

EDUCATION

Bachelor of Planning, University of Auckland, New Zealand

BRONWYN BROWN

ENVIRONMENTAL PROJECT MANAGER

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

REPRESENTATIVE PROJECTS INCLUDE:**Nakano Property Program EIR, Tri Pointe Homes, San Diego and Chula Vista, CA****Quarry Road Self-Storage and RV Parking Facility Project, San Diego County, CA****Providence Christian College, San Diego County, CA**

RECON

**YEARS**

15

EDUCATION

Graduate Certificate in International Development & Environmental Policy, Harvard University

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

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

CAILIN LYONS

BIOLOGY DIRECTOR

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

REPRESENTATIVE PROJECTS INCLUDE:

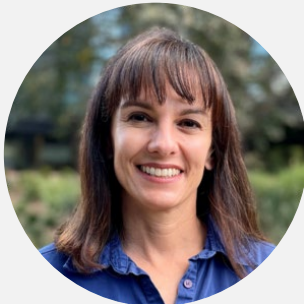
Otay Ranch Preserve Habitat Management, City of Chula Vista/County of San Diego, Chula Vista, CA

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

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

ADDITIONAL CERTIFICATIONS:

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

**YEARS**

22

EDUCATION

M.A. Anthropology, San Diego State University

B.A. Anthropology, University of California, Berkeley

CREDENTIALS

Registered Professional Archaeologist, No. 15119

California BLM Cultural Resource Use Permit CA-22-28

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

CARMEN ZEPEDA-HERMAN

SENIOR ARCHAEOLOGIST

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

REPRESENTATIVE PROJECTS INCLUDE:

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

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

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

Northeast Gateway 64 Project, Escondido, CA

ADDITIONAL CERTIFICATIONS:

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

**YEARS**

17

EDUCATION

B.S. Mathematics, University of Santa Barbara

CREDENTIALS

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

OSHA 10-Hour Training Course in Construction Safety and Health

JESSICA FLEMING

NOISE, AIR QUALITY AND GHG SPECIALIST

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

REPRESENTATIVE PROJECTS INCLUDE:**Jehovah's Witness Assembly Hall Annex Specific Plan, Escondido, CA****Air Quality Review and Analysis Services, County of Riverside, Riverside County, CA****On-Call Third-Party Technical Review, Chula Vista, CA****Escondido Industrial Park Addendum, Escondido, CA****Centre City Shopping Center, Escondido, CA****YEARS**

24

EDUCATION

B.S. Environmental Planning and Design, Rutgers University

CREDENTIALS

Geographic Information Systems Professional, No. 59274

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

FRANK MCDERMOTT GISP

GIS/UAV MANAGER

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

REPRESENTATIVE PROJECTS INCLUDE:**GIS/UAV Manager, Secondary Fence Replacement Environmental Stewardship Plan, San Diego Sector, CA****GIS/UAV Manager, San Diego Primary Fence Replacement Restoration and Environmental Monitoring, San Diego, CA****GIS/UAV Manager, As-Needed Environmental Services for Non-Federally Funded Projects, County of San Diego, CA**

c. Firm Distinguishes

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

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

d. Relevant Projects

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

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

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

e. Maximum Proposed Turnaround Time

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

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

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

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

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

iii. On-Call Environmental Consulting Services Technical Studies:

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

Attachment "1"

Item6.

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

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

Environmental Documents:

ESTIMATED SCHEDULE - ADDENDUM TO EIR/MND

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

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

Estimated Schedule - ND/MND

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

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

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

Estimated Schedule - EIR

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

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

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

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

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

04 FEES/COST PROPOSAL

RICK's Hourly Rates



Hourly Rates – California Offices

April 1, 2023 – August 25, 2023

Page of

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

Rates subject to change for prevailing wage contracts.

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

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

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

RECON's Hourly Rates



MINIMUM STANDARD RATE SCHEDULE

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

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

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

05 CONFLICT OF INTEREST

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

PUBLIC AGENCY CLAUSE

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



YES

NO

EXCEPTIONS TO CITY'S STANDARD CONSULTING AGREEMENT

Consulting Agreement: Planning and Engineering

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

a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's negligent performance of the Services or its failure to comply with any of its obligations contained in this Agreement (as prescribed by California Civil Code §2782.8), except where caused by the sole negligence or willful misconduct of the CITY.

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

Consulting Agreement: Environmental

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

a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's negligent performance of the Services or its failure to comply with any of its obligations contained in this Agreement (as prescribed by California Civil Code §2782.8), except where caused by the sole negligence or willful misconduct of the CITY.

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

Exhibit 2 NON-COLLUSION DECLARATION FORM**Exhibit 2**
Non-Collusion Declaration

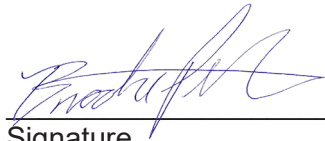
TO BE EXECUTED BY PROSPECTIVE CONSULTANT AND SUBMITTED WITH PROPOSAL

The undersigned declares:

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

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

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



Signature

Signature

Title Principal-in-Charge

Title

Of RICK's Planning + Design Division

Of

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

By: _____



January 23, 2024

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

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

Dear Ms. Procopio:

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

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

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

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

Ms. Procopio
January 23, 2024
Page 2 of 3

SCOPE OF WORK

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

Task 1 – Technical Assistance

Review SWQMP for Compliance with Escondido Storm Water Design Manual

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

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

Task 2 – Project Management and Reporting

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

FEE

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

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

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

Ms. Procopio
January 23, 2024
Page 3 of 3

EXCLUSIONS

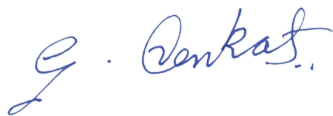
The following items are specifically excluded from the Scope of Work and fee. If required, these items will be prepared by others under separate contract or will be covered by a separate agreement between RICK and the City:

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

CLOSING

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

Sincerely,
RICK ENGINEERING COMPANY



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



June 4, 2024

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

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

Dear Veronica,

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

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

PROJECT UNDERSTANDING

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

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

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

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

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

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

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

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

PROJECT TEAM

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

SCOPE OF WORK

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

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

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

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

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

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

Deliverable(s):

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

1.2 Administrative Draft Safety Element

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

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

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

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

Deliverable(s):

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

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

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

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

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

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

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

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

Deliverable(s):

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

1.4 Geographic Information Systems Support

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

Deliverables(s):

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

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

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

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

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

Deliverable(s):

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

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

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

Deliverable(s):

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

TASK 2: PUBLIC OUTREACH

2.1 Coordination with Other Agencies

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

2.2 Stakeholder and Resident Outreach

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

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

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

Deliverable (s):

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

TASK 3: CEQA DOCUMENTATION

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

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

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

3.1 Prepare Environmental Checklist

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

3.2 Prepare Draft Addendum

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

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

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

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

3.3 Prepare Public Review Draft Addendum

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

3.4 Prepare Final Addendum

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

Deliverables:

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

TASK 4: PRESENTATION OF REPORTS AND MATERIALS

4.1 - 4.3 Preparation of Planning Commission and Council Meeting

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

Deliverable(s):

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

5.0 Project Management

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

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

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

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

CEQA Coordination

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

5.1 - 5.2 Kick Off Meeting/Client Meetings

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

Deliverables:

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

FEE

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

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

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

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

Sincerely,
RICK



Brooke Peterson, AICP
Principal | Director of Planning + Design

Enclosures

APPROVED BY:
City of Escondido

Signature

Date

ATTACHMENT A
COST ESTIMATE

		RICK PLANNING AND DESIGN									RICK Hours	RICK Labor Total	Total Task Budget	
		PLANNING, DESIGN, ECONOMICS, OUTREACH								ADMINISTRATIVE				
		Brooke Peterson	Brian Mooney	Vicrim Chima	Teresa Wilkinson	Sabrina Sessarego		Sydney Rankmore		SENIOR EDITOR				WP/ CLERICAL
		Principal-In-Charge	Strategic Advisor / QA/QC	Senior Planner/Outreach	Environmental Task Lead	Associate Planner/Community Outreach	Assistant Environmental Planner	Assistant Planner	GIS Associate					
Role:														
Task	Description	Hourly Rate:	\$290	\$290	\$170	\$245	\$150	\$135	\$135	\$175	\$110	\$85		
1	PREPARATION AND ADOPTION OF THE SAFETY AND ENVIRONMETNAL JUSTICE ELEMENTS													
1.1	Audit Community Protection Element, Community Health and Services, Implementation Program, Appendencies, and Table of Contents		6		12				24				42 \$7,020 \$7,020	
1.2	Draft Administrative Safety Element													
1.2.1	Purpose and Scope; Update Required Safety Contexts and Studies, Audit Community Feedback; Develop New Goals and Policies		8		18				40			10	76 \$11,630 \$11,630	
1.3	Draft Aminstrative Environmental Justice													
1.3.1	Purpose and Scope; Update Required Safety Contexts and Studies, Audit Community Feedback; Develop New Goals and Policies		12		20				40			10	82 \$13,130 \$13,130	
1.4	Geographic Information Services				8	2	30						40 \$6,350 \$6,350	
1.5	1st and 2nd Screen Check of Safety and EJ Element								8			4	12 \$1,420 \$1,420	
1.6	QA/QC/Final Safety and Environmental Justice Element		16	8	20								44 \$10,360 \$10,360	
Task 1 Subtotal													296 \$49,910 \$49,910	
2	PUBLIC OUTREACH													
2.1	Coordination with Other Agencies		2		6				8				16 \$2,680 \$2,680	
2.2	Stakeholder and Resident Outreach		6		20	4	4		16				50 \$8,880 \$8,880	
Task 2 Subtotal													66 \$11,560 \$11,560	
3	CEQA DOCUMENTATION													
3.1	Prepare CEQA Checklist			2		16	4	80		8	12		122 \$18,620 \$18,620	
3.2	Draft Screencheck Draft Addendum			6		32		160		8	8		214 \$33,460 \$33,460	
3.3	Prepare Public Review Draft Addendum			2		16		32			4		54 \$9,260 \$9,260	
3.4	Prepare Final Addendum			2		16		24			3		45 \$8,070 \$8,070	
Task 3 Subtotal													435 \$69,410 \$69,410	
4	PREPARATION OF REPORTS AND PRESENTATION MATERIALS													
4.1	Reintroduce Updated Project Scope		4		10				10				24 \$4,210 \$4,210	
4.2	Recommendation of Final Safety and EJ Elements to City Coucil		8		14				30				52 \$8,750 \$8,750	
4.3	City Council Hearing for Adoption of GP Elements and Certification/Adoption (2 Meeting, if necessary)		12		16				10				38 \$7,550 \$7,550	
Task 4 Subtotal													114 \$20,510 \$20,510	
5	PROJECT MANAGEMENT													
5.1	Kick-Off Meeting		2		2	2							6 \$1,410 \$1,410	
5.2	Client/Project Team Meetings		12		12	16							40 \$9,440 \$9,440	
5.3	Budget and Schedule		8		8	12							28 \$6,620 \$6,620	
Task 5 Subtotal													74 \$17,470 \$17,470	
Labor Hours Total			96	20	166	116	38	296	186	\$0	27	24	985 \$168,860 \$168,860	
Labor Dollars Total			\$27,840	\$5,800	\$28,220	\$28,420	\$5,700	\$39,960	\$25,110	\$0	\$2,970	\$2,040	\$168,860 \$168,860	
Subconsultants Reimbursable Expenses														
RICK Reimbursable Expenses													\$3,800	
REIMBURSABLE EXPENSES													\$3,800	
GRAND TOTAL													\$172,660	



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

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

Rates subject to change for prevailing wage contracts.

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

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

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



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RECON

An Employee-Owned Company

MINIMUM STANDARD RATE SCHEDULE

LABOR CATEGORY	RATE
ENVIRONMENTAL PRINCIPAL.....	\$255.00
ENVIRONMENTAL PROJECT DIRECTOR.....	\$235.00
ENVIRONMENTAL PROGRAM MANAGER.....	\$220.00
SENIOR PROJECT MANAGER.....	\$205.00
SENIOR.....	\$190.00
ASSOCIATE PROJECT MANAGER.....	\$170.00
ASSOCIATE.....	\$160.00
ANALYST III.....	\$145.00
ANALYST II.....	\$128.00
ANALYST I.....	\$110.00
ASSISTANT.....	\$98.00
RESOURCE MONITOR.....	\$85.00
UNMANNED AERIAL VEHICLE (DRONE) OPERATOR.....	\$170.00
GIS SUPERVISOR.....	\$158.00
GIS SPECIALIST.....	\$130.00
GIS TECHNICIAN.....	\$108.00
PRODUCTION SUPERVISOR.....	\$135.00
PRODUCTION SPECIALIST III.....	\$112.00
PRODUCTION SPECIALIST II.....	\$95.00
EXPERT WITNESS.....	\$340.00
SENIOR PROJECT ACCOUNTANT/CONTRACTS.....	\$165.00
ASSOCIATE PROJECT ACCOUNTANT/CONTRACTS.....	\$115.00

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

Personnel rates are in effect from July 1, 2023, through June 30, 2024. Increases occur annually on July 1.

**GRANT AGREEMENT BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND
CITY OF ESCONDIDO
REGARDING ESCONDIDO GENERAL PLAN AMENDMENTS AND ENVIRONMENTAL
REVIEW**

TRANSNET SMART GROWTH INCENTIVE PROGRAM – PLANNING CYCLE 5

SANDAG CONTRACT NO. S1021722

THIS GRANT AGREEMENT ("Agreement") is made and entered into effective as of the last signature date, by and between the San Diego Association of Governments ("SANDAG"), 401 B Street, Suite 800, San Diego, California, and City of Escondido, ("Grantee"), 201 N. Broadway Escondido, California. This Agreement expires 14 months after the effective date, unless amended in writing by mutual agreement of the parties.

The following recitals are a substantive part of this Agreement:

- A.** The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program to support local transportation-related infrastructure projects in the San Diego region through a competitive process.
- B.** The *TransNet* Extension Ordinance contains provisions to fund the Smart Growth Incentive Program (SGIP) for which funding began on April 1, 2008. The SGIP encompasses projects that better integrate transportation and land use and recognizes the comprehensive effort to integrate smart growth place making, access to transit, and environmental justice.
- C.** In January 2010, the SANDAG Board of Directors approved Board Policy No. 035: Competitive Grant Program Procedures, which is available in its updated version at www.sandag.org/legal. This Agreement and the Grantee's performance hereunder are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.
- D.** On November 19, 2021, SANDAG issued a call for projects from local jurisdictions in San Diego County wishing to apply for a portion of the *TransNet* SGIP funds for use on planning projects meeting certain criteria, and authorizing up to \$3 million from the SGIP to be used for planning projects.
- E.** On May 13, 2022, the SANDAG Board of Directors approved a list of recommended SGIP projects for the fifth competitive grant cycle, and one of those projects is the subject of this Agreement (Project). The Project Scope of Work, Schedule, and Budget are included as Attachment A.
- F.** The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- G.** Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

- A.** The total amount payable by SANDAG to Grantee pursuant to this Agreement shall be the proportion of actual Project costs allocated to grant funding in Attachment A and shall not exceed the grant award of \$175,000 (Fund Limit).
- B.** It is agreed and understood that this Agreement Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services actually rendered as authorized by SANDAG at or below the Fund Limit. Notwithstanding the foregoing, Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues, which fluctuate. The SANDAG funding commitment to SGIP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.
- C.** Grantee's is included in the Regional Transportation Improvement Plan (RTIP). The *TransNet* MPO ID for the Project is ESC54.

II. PROJECT BUDGET

Except to the extent that SANDAG determines otherwise in writing, the Grantee agrees as follows: The Grantee and SANDAG have agreed to a Project Budget that is set forth in Attachment A. The Grantee and/or third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. An amendment to the Project Budget requires the issuance of a formal amendment to the Agreement per Board Policy No. 035, unless the re-allocation of funds among budget items or fiscal years does not increase the Fund Limit, does not exceed an aggregate of ten percent for any particular task in Attachment A, does not negatively impact the benefits obtained from the Project, and is consistent with applicable laws, regulations, and policies. Prior written SANDAG Grants Program Manager approval is required for transfers of funds between tasks in Attachment A that meet these eligibility criteria for an administrative amendment by SANDAG staff. All other amendments are subject to approval by a SANDAG Policy Advisory Committee or the SANDAG Board of Directors.

III. MATCHING FUNDS

Grantee agrees to provide matching funds in an amount of \$25,000 of the actual cost of the Project, estimated to be 12.5 percent based on the Project Budget. If the actual cost of the Project exceeds the Project Budget, Grantee is responsible for 100 percent of the actual cost greater than the Project Budget.

A. Availability of Grant Funding

Except where expressly allowed in writing herein, credits for matching funds will be made or allowed only for work performed on and after the Notice to Proceed date and prior to the termination date of this Agreement, unless expressly permitted by SANDAG in writing.

B. Reduction of Matching Funds

The Grantee agrees that no reduction in the amount of matching funds may be made unless a reduction of the proportional share of the grant funding provided by SANDAG under this Agreement also is made.

C. Prompt Payment of Grantee's Share of Matching Funds

Grantee agrees to complete all actions necessary to provide its share of the Project costs at or before the time the matching funds are needed from Grantee to pay for Project costs. The Grantee

agrees to provide not less than its cumulative required match amount of Project costs prior to invoicing SANDAG for reimbursement. Each of Grantee's invoices must include its matching fund contribution, along with supporting, descriptive and/or explanatory documentation for the matching funds provided.

IV. PROJECT MANAGER

Grantee's Project Manager is Veronica Morones.

The SANDAG SGIP Program Manager is Tracy Ferchaw.

Project Manager continuity and experience is deemed essential in Grantee's ability to carry out the Project in accordance with the terms of this Agreement. Grantee shall not change the Project Manager without first providing written notice to SANDAG. Grantee shall provide SANDAG with updated contact information in a timely manner if there are any changes to its Project Manager.

V. NOTICE

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments
Attention: Grants Program Manager
401 B Street, Suite 800
San Diego, CA 92101

Grantee:
City of Escondido
Attention: Veronica Morones
201 N. Broadway
Escondido, CA 92025

VI. PROJECT IMPLEMENTATION

A. General

The Grantee agrees to carry out the Project as follows:

1. Project Description

Grantee agrees to perform the work as described in the Scope of Work included in Attachment A.

2. Grantee's Capacity

The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out any safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including but not limited to the *TransNet* Extension Ordinance and Board Policy No. 035.

3. Project Schedule

The Grantee agrees to complete the Project according to the Project Schedule included in Attachment A and in compliance with Board Policy No. 035.

4. Project Implementation and Oversight Requirements

Grantee agrees to comply with the Performance Measures included in Attachment B.

5. Changes to Project Scope of Work

This Agreement was awarded to Grantee based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the project application. Any substantive deviation from Grantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should have known that substantive changes to the Project will occur or have occurred, Grantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have grant funding withheld from Grantee, or refunded to SANDAG, due to Grantee's failure to satisfactorily complete the Project or due to substantive changes to the Project not approved in advance by SANDAG.

B. Application of Laws

Should a federal or state law pre-empt or conflict with a local law, policy, or the *TransNet* Extension Ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.

C. Changes in Project Performance

The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event, including a force majeure event, that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement and as required by Board Policy No. 035. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Grants Program Manager.

D. Compliance Information System (CIS)

If Grantee will utilize persons other than its own employees to carry out work, Grantee and all of its third party contractors and/or subcontractors (hereinafter "subcontractors") shall report payment details using the SANDAG web-based CIS by the 15th of each month following receipt of payment by SANDAG. CIS allows SANDAG to monitor promptness of payment to subcontractors and will allow Grantee and its subcontractors to manage their own records, maintain accurate contract information, and report payment details online. CIS is mandatory for Grantee and subcontractors to use unless SANDAG instructs otherwise. After execution of this Agreement, Grantee will receive instructions on how to set up its account and enter required subcontractor data into CIS via an internet browser. Grantee must require each of its subcontractors to enter required payment information into CIS. Failure of Grantee or its subcontractors to enter required information and confirm payments on a timely basis will result in delay of payment by SANDAG to Grantee until Grantee has cured any defects or provided the missing information. Should Grantee fail to provide

the required information, SANDAG shall have sole discretion regarding whether to withhold payment or terminate this Agreement.

E. Licenses and Permits

Grantee represents and warrants to SANDAG that Grantee and its subcontractors will have all necessary licenses, permits, qualifications and approvals of whatever nature that are required to legally practice its profession and/or perform services under this Agreement at all times during the term of this Agreement.

F. Standard of Care

Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its management, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subcontractors.

G. Third-Party Contracting

Although the Grantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Grantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement. The first invoice utilizing any third-party contractor shall be accompanied by evidence of compliance with the following requirements:

1. Competitive Procurement

Grantee shall not award contracts over \$10,000 on the basis of a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Grantee, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds. Upon request by SANDAG, Grantee shall submit its Request for Proposals or bid solicitation documents to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG and to ensure a competitive process was used.

If Grantee hires a third-party contractor to carry out work funded under this Agreement, Grantee shall: prepare an Independent Cost Estimate prior to soliciting proposals/bids; publicly advertise for competing proposals/bids for the work; for professional services, use cost as a significant evaluation factor in selecting the third-party contractor; document a record of negotiation establishing that the amount paid by Grantee for the work is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.

2. Debarment

Grantee shall execute and cause its third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with government entities. The documentation showing lack of debarment shall be obtained from the following two websites:

- Grantee will check the System for Award Management (SAM) at www.sam.gov to verify the prime contractor and all of its subcontractors are not currently debarred or suspended by the federal government.

- Entities in the United States are banned from doing business with companies with ownership based in countries such as Cuba, Sudan and China due to United States trade sanctions. A search on the US Treasury's Office of Foreign Assets Control (OFAC) website can ensure Grantee will not be doing business with a vendor that is subject to trade sanctions. This can be done at <https://sanctionssearch.ofac.treas.gov/>.

3. Flowdown

Grantee agrees to take appropriate measures necessary, including the execution of a subagreement, lease, third-party contract, or other, to ensure that all Project participants, including alternate payees or third-party contractors at any tier, comply with all applicable federal laws, regulations, policies affecting Project implementation and Agreement requirements. In addition, if an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee's responsibilities as set forth in this Agreement.

4. No SANDAG Obligations to Third Parties

In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subcontractor, lessee, third-party contractor at any tier or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, alternate payee designation, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee.

5. Equipment Purchases

Grantee shall maintain ownership of any equipment purchased using Agreement funding and shall use such equipment only for the purposes set forth in this Agreement. The parties agree to meet and confer in good faith to ensure the continued use of the equipment for the purposes intended, which may include reimbursement to SANDAG when the fair market value of the equipment at Project completion exceeds \$5,000. SANDAG and Grantee further agree that Grantee shall keep an inventory record for each piece of equipment purchased under this Agreement and maintain each piece of equipment in good operating order consistent with the purposes for which they were intended. SANDAG shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the equipment.

VII. ETHICS

A. Grantee Code of Conduct/Standards of Conduct

The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with the grant funding. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, or third-party contractor at any tier or agent thereof. The Grantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees,

council or board members, or their agents, or its third-party contractors or subcontractors or their agents.

B. Personal Conflicts of Interest

The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by the grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in a firm competing for award.

C. Organizational Conflicts of Interest

The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subcontractor or impair its objectivity in performing the contract work.

D. SANDAG Code of Conduct

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it shall notify the SANDAG Office of General Counsel immediately.

E. Bonus or Commission

The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its grant funding application for the Project.

F. False or Fraudulent Statements or Claims

The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Grantee's grant application, progress reports and invoices.

VIII. PAYMENTS**A. Method of Payment**

The method of payment for this Agreement will be based upon actual, substantiated, and allowable costs described herein.

B. Alternate Payee

If the Grantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Grantee from all obligations under this Grant Agreement.

C. Invoicing

Grantee or Alternate Payee is required to submit invoices quarterly. Invoices must be accompanied by a quarterly report (template to be provided by SANDAG). SANDAG will make payments for eligible amounts to Grantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Grantee's or Alternate Payee's itemized signed invoice(s) and confirmation by the SGIP Program Manager that Grantee is in compliance with the reporting and other requirements in this Agreement. SANDAG shall retain 10 percent from the amounts invoiced until satisfactory completion of the Project. SANDAG shall promptly pay retention amounts to Grantee or Alternate Payee following satisfactory completion of work, receipt of final invoice, and all required documentation.

D. Eligible Costs

The Grantee agrees that Project costs eligible for grant funding must comply with the following requirements, unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, Schedule and Project Budget, and other provisions of the Agreement.
2. Necessary in order to accomplish the Project.
3. Reasonable for the goods or services purchased.
4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income). Project generated revenue realized by the Grantee shall be used in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.
5. Incurred for work performed on or after the SANDAG Notice to Proceed date, and before the termination date, and also must have been paid for by the Grantee.
6. Satisfactorily documented with supporting documentation, which is to be submitted with each invoice. Copies of invoices are required for goods or services provided by third parties.
7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subcontractors, (see Section entitled "Accounting Records").
8. Eligible for grant funding as part of the grant program through which the funds were awarded.

9. Indirect Costs are only allowable with prior SANDAG approval. Grantee must submit the following documentation as part of the grant application materials: (1) an indirect cost allocation audit approved by a qualified independent auditor or (2) the applicant's proposed method for allocating indirect costs in accordance with federal guidelines. Indirect cost allocation plans must be reviewed and renewed annually.

E. Excluded Costs

In determining the amount of *TransNet* Ordinance Assistance SANDAG will provide for the Project, SANDAG will exclude:

1. Any Project cost incurred by the Grantee before the Effective Date of the Agreement or applicable Amendment thereto
2. Any cost that is not included in the Project Budget
3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG
4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies
5. Any cost incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (any indirect cost). Typical indirect costs include facilities and administration costs such as heat/air conditioning, lighting, payroll, and the entity's accounting system. Administrative costs such as clerical and support staff salaries also are most often treated as indirect costs.

The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement or Board Policy No. 035. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers' Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

The Grantee and/or Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee and/or Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly

identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. Reports

1. The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, or any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to the Regional Planning Committee and the SANDAG Board of Directors, to report on its progress and respond to questions from Board Members or the public.
2. Grantee's performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize the SGIP Monitoring Checklist (Attachment C) and Performance Measures (Attachment B), to document compliance with this Agreement. Grantee's performance will be measured against the Performance Measures during the term of this Agreement. If the Grantee does not comply with provisions in this Agreement or achieve minimum performance requirements, SANDAG will issue Grantee a written Notice to Complete a Recovery Plan. Grantee's Recovery Plan shall include a detailed description of how Grantee intends to come into compliance with the Performance Measures or provisions in this Agreement. Grantee's Recovery Plan must include an implementation schedule that reflects achievement of its performance measure minimums or provisions in this Agreement within three months following the issue date of the SANDAG Notice to Complete a Recovery Plan. Grantee must submit its Recovery Plan to the SGIP Program Manager within 30 calendar days following the issue date of the SANDAG Notice to Complete a Recovery Plan. If Grantee's performance is inconsistent with that proposed in its Recovery Plan, SANDAG in its sole discretion may terminate this Agreement.
3. Grantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget, schedule, and Performance Measures. Grantee will not be paid until all reports are completed and provided to SANDAG in the format SANDAG requires. Furthermore, the Grantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings) to support media and communications efforts. Grantee needs to document and track in-kind contributions designated as matching funds as part of project management. Grantee must provide all deliverables identified in the Scope of Work.
4. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Grantee agrees to provide project milestone information to support media and communications efforts.
5. Grantees are responsible for the following photo documentation:
 - Existing conditions photos (as applicable), which should illustrate the current conditions of the project site and demonstrate the need for improved facilities
 - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)
 - Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate. Grantees must obtain consent of all persons featured in photos (or that of a parent or guardian of persons under the age of 18) by

using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Grantee and agreed upon by SANDAG.

C. Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final invoice, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy No. 015: Records Management Policy, which is available at www.sandag.org/legal, for information regarding the treatment of documents designated as confidential.

D. Meeting Records

Grantee shall provide SANDAG with agendas and meeting summaries for all community meetings. SANDAG staff may attend any meetings as appropriate.

E. Access to Records of Grantees and Subcontractors

The Grantee agrees to permit, and require its subcontractors to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subcontractors pertaining to the Project.

F. Communities Served Data and Reporting

If requested, Grantee shall provide SANDAG with data regarding how the Project's benefits and burdens were equitably distributed among socio and economic populations in the area affected by the Project, and associated smart growth data, and/or any other relevant information.

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final invoice of Project expenses and final reports, as applicable. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit

The Grantee agrees to have financial, performance, and compliance audits performed as SANDAG may require. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

C. Performance Audit

The Grantee agrees to cooperate with SANDAG or ITOC with regard to any performance audit that is performed on the Project.

D. Project Closeout

Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the

Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

- A.** Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto.
- B.** In the event Grantee encounters or anticipates difficulty in meeting the Project Schedule, the Grantee shall immediately notify the SGIP Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.
- C.** Grantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Grantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035, or if SANDAG determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of grant funding for the Project.
- D.** In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused grant funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.
- E.** Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Grantee must request and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Grantee's request is consistent with the provisions of Board Policy No. 035.

XII. CIVIL RIGHTS

The Grantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. Nondiscrimination

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint is lodged that relates to the Project or program funded by this grant. If Grantee receives a Title VI-related or ADA-related complaint, Grantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

B. Equal Employment Opportunity

During the performance of this Agreement, Grantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

XIV. DISPUTES AND VENUE**A. Choice of Law**

This Agreement shall be interpreted in accordance with the laws of the State of California.

B. Dispute Resolution Process

In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to the SGIP Program Manager. The SGIP Program Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Chief Executive Officer or designee. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG's reply. The Chief Executive Officer or designee will respond in writing to the request for reconsideration within ten working days.
2. If Grantee is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the Regional Planning Committee shall be final.

C. Venue

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XV. ASSIGNMENT

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XVII. INDEMNIFICATION AND HOLD HARMLESS**A. Generally**

With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. Intellectual Property

Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

XVIII. INDEPENDENT CONTRACTOR**A. Status of Grantee**

Grantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means, and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Grantee pursuant to this Agreement shall be the full and complete compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.

B. Actions on Behalf of SANDAG

Except as SANDAG may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees, to any obligation whatsoever, unless expressly provided for in this Agreement.

XIX. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. This Agreement with its attachments and the resolution from Grantee's governing body submitted with its application, represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

XX. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date..

SAN DIEGO ASSOCIATION OF
GOVERNMENTS

CITY OF ESCONDIDO

SUSAN HUNTINGTON **DATE**
Director of Financial Planning, Budgets,
and Grants

PAUL MCNAMARA **DATE**
Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of General Counsel **DATE**

City Attorney or designee **DATE**
DATE

ATTACHMENT A

SCOPE OF WORK, SCHEDULE, AND PROJECT BUDGET

Scope of Work, Schedule, and Budget

Scope of Work, Schedule, and Budget Worksheet

Applicant Name: City of Escondido

Project Title: Escondido General Plan Amendments and Environmental Review

Part I: Project Overview

Project Limit: This project will cover the entire Escondido City limits.

Project Summary: The City of Escondido is completing amendments to the General Plan's Safety Elements and is creating a new Environmental Justice element. These amendments will reduce VMTs, increase environmental sustainability, and improve housing equity. SGIP funds will be used for the environmental reviews required to implement these elements.

Part II: Scope of Work, Schedule, and Budget

Propose tasks, deliverables, a timeframe, and a budget for implementing the project. The project schedule must be based on "Months from Notice to Proceed" (NTP). The Total Project Cost column will auto-calculate.

Task No.	Task Description	Deliverables	Start Date	Completion Date	Total Project Cost
<i>Enter Task or Subtask Number (tailor as needed)</i>	<i>Enter task descriptions. Limit sub-tasks to major milestones.</i>	<i>Enter deliverables associated with each task.</i>	<i>Enter start date as number of months from NTP. Enter whole numbers.</i>	<i>Enter end date as number of months from NTP. Enter whole numbers.</i>	<i>Enter cost to complete each task. Sub-tasks should not have an associated cost. The total cost of all tasks should equal the total project cost (grant funds requested + matching funds).</i>
1	Develop and issue Request for Proposal (RFP) for environmental services	Draft RFP and Final RFP	1 month	2 months	\$ 5,000.00
2	Review RFP responses; conduct interviews; award consultant contract	Contract with chosen environmental consultant	3 months	5 months	\$ 8,000.00
3	Environmental Review for Safety Element and Environmental Justice Element	Environmental document	6 months	14 months	\$ 175,000.00
3a	Project Initiation and Project Description: kick off meeting; request for information from consultant to City staff; draft project description and confirmation; tribal noticing per AB52/SB18	Project Description for environmental review			\$ -
3b	Technical Studies: Draft and review technical studies provided by consultant	Draft technical studies for environmental review			\$ -
3c	CEQA Document Preparation: Draft initial study checklist and draft document; City staff review of each draft to consultant team	Initial study checklist, Proofcheck, Screencheck, and Printcheck drafts of environmental document			\$ -
3d	Public Review and Comment: Public noticing; Response to comments; Attendance at public hearings; Preparation of final document (if applicable).	Notices (dependent on environmental document type); Response to comments; Final document (TBD)			
4	Staff Project Management of Environmental Review/Document	Final environmental document	6 months	14 months	\$ 12,000.00
TOTAL PROJECT COST (grant request funds + matching funds):					\$ 200,000.00

Seasonal Constraints

As applicable, identify any seasonal constraints that may require the overall project, or specific tasks, to begin or be completed by a specific date:

N/A

Part III: Summary of Funding

Total project cost:

Total grant amount requested from SANDAG:

Total match amount that will be contributed:

SANDAG grant % contribution:

Match % contribution:

Will the matching fund sources include funds from the *TransNet* Local Street and Road program?

	\$200,000.00
\$	175,000.00
\$	25,000.00

	0.875
	0.125

	No
--	----

ATTACHMENT B

PERFORMANCE MEASURES

Instructions

[In 2020, the San Diego region permitted 10,883 units of housing.](#) The goal of the SGIP is to fund planning activities that facilitate compact, mixed-use, transit-oriented development, and increase housing and transportation choices. The following form is to be used for satisfying the quarterly reporting requirements and performance measures of the SGIP funded by *TransNet*. Pursuant to the terms of the Grant Agreement, Grantees will be required to provide quarterly reports and a more detailed Final Progress Report at the end of the grant term. The quarterly report utilizing this form must be submitted to SANDAG within 30 days following receipt of funds and thereafter each quarter until the expiration of the grant. A Grantee will not be eligible for reimbursement from SANDAG unless it has submitted its reports by the timelines required by SANDAG.

Performance Period	Quarterly Report Due Date
April-June 2022	July 15, 2022
July-September 2022	October 15, 2022
October-December 2022	January 15, 2023
January-March 2023	April 15, 2023
April-June 2023	July 15, 2023
July-September 2023	October 15, 2023
October-December 2023	January 15, 2024
January-March 2024	April 15, 2024
April-June 2024	July 15, 2024
July-September 2024	October 15, 2024
October-December 2024	January 15, 2025
January-March 2025	April 15, 2025
April-June 2025	July 15, 2025

Unless SANDAG directs otherwise, Grantee must submit its quarterly report to SANDAG using a form that will be sent to Grantees each quarter. This document will show the information that will be required in the quarterly reports from each Grantee and will be followed by the list of performance measures that will be used for the Final Progress Report. This cycle of SGIP grants is focused on planning activities rather than construction, however, the performance measure information in the Final Progress Report will serve as a baseline for future SGIP grant cycles to align with the 2021 Regional Plan and other SANDAG grant programs.

Overview

Provide an overview of the project, including challenges, limiting factors, opportunities and solutions unique to the jurisdiction. The section should also discuss the overall approach, goals and high-level summary of the status of the project.

Project Highlights, Accomplishments and Best Practices

Provide highlights regarding the overall project from the last quarter and any accomplishments resulting from the efforts in implementing the project. This section also may list and explain some of the best practices occurring through the project. This section can highlight the Grantee's efforts and can include a wide-ranging variety of efforts that facilitate smart growth and transit-oriented development and greenhouse gas reduction such as comprehensive planning efforts, smaller-scale neighborhood planning activities, Complete Streets Design Manuals, Financing Tools, Smart Growth studies, Transit Oriented Development Overlay Zones and Concept Plans, and Mobility Hub plans.

Status of Activities

This section will provide a description of each of the major activities in the Grantee's project. Based on the description of the activities Grantee committed to perform in its Grant Agreement, Grantee will provide status reports describing progress on milestones and deliverables completed.

- Column 1 of the status table is entitled Activity Category. This column will be completed with the relevant activity category (i.e., relationship to regional transit, further planning to support regional mobility hub implementation strategy, Smart Growth policy implementation, smart growth equity, partnerships (if applicable), and sustainability).
- Column 2 will include a brief description of the milestone or deliverable completed.
- Columns 3 and 4 will report the amount of money allocated to each activity and how much has been expended per activity as of the end of the quarter.
- Column 5 will describe the overall timing of the project with beginning and anticipated completion dates.
- Column 6 will include a general status (i.e., not yet started, in progress, complete) and anticipated upcoming milestones.
- Column 7 will qualitatively and quantitatively, where possible, describe the impact on housing as a result of the activity. Qualitative data should be based on the performance measure metrics that Grantee will be required to report on at the end of grant term in the Final Progress Report

Summary of Work Completed in Prior Quarter

1	2	3	4	5	6	7
Activity Category	Description of Milestone or Deliverable Completed	Dollar Amount Allocated to Activity	Dollar Amount Expended Thus Far	Anticipated Completion Date	Status	Description of How Milestone or Deliverable Achieves Progress on a Performance Measure

Summary of Smart Growth Indicators

Provide a narrative overview of smart growth indicators and a summary of efforts, activities, studies, and/or other deliverables, as applicable. Grantees may add other smart growth indicators and numerical outcomes and may also discuss any anticipated changes and limiting or confounding factors potentially impacting the effectiveness of the activities. The information collected in this grant cycle may be used as a baseline or context for indicating smart growth implementation at a jurisdictional scale. Baseline year will be the 2021 calendar year and current year will be 2022 for purposes of the Final Progress Report. Grantees may add any anticipated changes and limiting or confounding factors potentially impacting the effectiveness of the activities. Additionally, Grantees may discuss other indicators of smart growth implementation and numerical outcomes that are based on the performance measure metrics that Grantee will be required to report on at the end of grant term in the Final Progress Report.

Performance Measures Metrics to Be Provided in Final Progress Report

Below are examples that could be used, depending on the type of project funded through the SGIP.

- Number of improvements to the mix of land use types (multifamily, single-family, and non-residential) in jurisdiction
- Number of acres Grantee avoided converting from agricultural, natural, or working lands to land eligible for development
- Number of projects providing new or enhanced connectivity to the non-automotive transportation network during the grant term
- Number of improved neighborhood projects with safety features to promote active mobility completed during the grant term
- Number of new linkages to transit and/or pedestrian and bicycle infrastructure created during the grant term
- VMT reduction per capita within the jurisdiction during the grant term
- Number of new non-automotive trips generated (total, per capita, or other) during the grant term
- Greenhouse gas reduction (total, per capita, or other) achieved by jurisdiction during the grant term
- Number of new infrastructure services created in areas of concentrated poverty or similar areas during the grant term
- Number of new housing units created during the grant term in Smart Growth Opportunity Areas and employment centers
- Number of individual persons reached by Grantee using direct engagement with community stakeholders concerning smart growth during the grant term
- Number of housing units located on an infill site surrounded by urban uses such as shopping, restaurants, and jobs available to rent or own

Additional Information

Provide any applicable information as necessary to demonstrate the status and impacts of the overall project.

ATTACHMENT C
SGIP MONITORING CHECKLIST

See following pages.

SANDAG

Smart Growth Incentive Program Monitoring Checklist

The San Diego Association of Governments (SANDAG) has developed a Monitoring Checklist to assist in monitoring each recipient of *TransNet* Smart Growth Incentive Program (SGIP) funds, referred to as a "Grantee." The Monitoring Checklist is used to assess the performance of the Grantee in providing the project included in the original grant application, and the Grantee's compliance with the terms of the Grant Agreement. The Monitoring Checklist will be completed by the SGIP Program Manager annually and upon project completion. SANDAG will send a final version of the completed Monitoring Checklist within one week of the date of the review.

I. GRANT AGREEMENT INFORMATION

Agreement No.	[Enter grant agreement number]
Grantee Name	[Enter Grantee Name]
Project Name	[Enter Project Name]
Project Type	Choose an item.
Notice to Proceed Date	Click or tap to enter a date.
Agreement Expiration Date	Click or tap to enter a date.
Grantee Project Manager Name	[Enter Grantee Project Manager Name]
SANDAG Program Manager Name	[Enter SANDAG Program Manager Name]

II. REVIEW DETAILS

Date of Review	Click or tap to enter a date.
Type of Review	Choose an item.
Review Period	Start Date: Click or tap to enter a date. End Date: Click or tap to enter a date.

III. COMPLIANCE ASSESSMENT

Each question below is derived from the Grant Agreement and therefore, a question marked "No" indicates the Grantee is out of compliance with the terms of the Grant Agreement.

Topic or Question	Response
Project Changes	
1. Did the Grantee notify SANDAG in writing if substantive changes to the Project would have or did occur?	Choose an item.
2. If the Grantee encountered or anticipated difficulty in meeting the Project Schedule, did the Grantee notify SANDAG in writing? Did the notification include the reason(s) for the delay in performance and the date by which Grantee expected to complete performance or delivery?	Choose an item.
3. Was prior written approval obtained for transfers of funds between tasks in the Scope of Work?	Choose an item.

4. If there were any changes to the Grantee's Project Manager, did the Grantee provide SANDAG with updated contact information in a timely manner?	Choose an item.
Compliance Information System (CIS)	
5. Did the Grantee report payment details using the SANDAG web-based CIS by the 15th of each month following receipt of payment by SANDAG?	Choose an item.
6. Did the Grantee ensure its third party contractors and/or subcontractors consistently reported payments or confirmed receipt of payment in the CIS?	Choose an item.
Third-Party Contracting	
7. Did the Grantee provide evidence of a competitive procurement or obtain prior written approval of SANDAG to utilize a noncompetitive procurement for each third party contract over \$10,000?	Choose an item.
Payments/Invoicing	
8. Did the Grantee submit an invoice each quarter in the required format and on time?	Choose an item.
9. Were the invoices filled out correctly and free of errors?	Choose an item.
10. Were all items included in Grantee invoices eligible under the Grant Agreement?	Choose an item.
11. Were sufficient backup materials including required documentation consistently provided with each invoice packet?	Choose an item.
12. If the Grantee invoiced for indirect costs, were they consistent with the Grantee's indirect cost allocation plan in effect at the time of invoice?	Choose an item.
13. Did the Grantee's invoices include its matching fund contribution, along with supporting, descriptive and/or explanatory documentation for the matching funds provided?	Choose an item.
Reports	
14. Did the Grantee submit quarterly reports in the required format and on time?	Choose an item.
15. Were report forms filled out correctly and free of errors?	Choose an item.
16. Did the reports sufficiently detail accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget, schedule, and Performance Measures?	Choose an item.
17. Did the Grantee provide project milestone information such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings to support media and communications efforts?	Choose an item.
18. Did the Grantee provide with its reports photo documentation required by the Grant Agreement, including existing conditions photos and project milestone photos?	Choose an item.
19. Did the Grantee provide SANDAG with agendas and meeting summaries for all community meetings?	Choose an item.

Project Completion and Closeout	
20. Did the Grantee complete the Project according to the Project Schedule included in the Grant Agreement?	Choose an item.
21. Did the Grantee meet the Performance Measures included in the Grant Agreement?	Choose an item.
22. Did the Grantee provide all deliverables identified in the Scope of Work?	Choose an item.
23. Did the Grantee provide a final invoice of project expenses and final reports within 90 calendar days following Project completion or termination by SANDAG?	Choose an item.
24. Did the Grantee provide adequate match contributions?	Choose an item.
25. Did the Grantee meet the project completion deadline required in Board Policy No. 035? Or otherwise obtain approval for a time extension amendment consistent with the Policy?	Choose an item.

IV. SUMMARY AND IDENTIFICATION OF DEFICIENCIES

SANDAG staff reviews any "No" responses to the Compliance Assessment questions, which indicates an area in which the Grantee is deficient in meeting its obligations under the Grant Agreement. Following identification of any deficiency and for projects that are not yet complete, SANDAG will issue Grantee a written Notice to Complete a Recovery Plan. The Grant Agreement contains additional details on the Notice to Complete a Recovery Plan process.

Question No.	Explanation

V. GRANTEE SIGNATURES

By signing below, I confirm receipt of this completed Monitoring Checklist.

Project Manager Name (Print)	Signature	Date



CERTIFICATE OF LIABILITY INSURANCE

Attachment "1"

DATE (MM/YY)
12/26
Item 6.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavignac 451 A Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 619-744-0574 E-MAIL ADDRESS: certificates@cavignac.com	FAX (A/C, No): 619-234-8601
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: XL Specialty Company		37885
INSURER B: Valley Forge Insurance Company		20508
INSURER C: Continental Casualty Co.		20443
INSURER D: Amer Cas. Co of Reading, PA		20427
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1230081901**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Separation of In GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		6076046485	1/1/2024	1/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Deductible \$0
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6076046499	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 6 76046521	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			DPR5016700	8/15/2023	8/15/2024	Each Claim \$5,000,000 Aggregate \$10,000,000

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

Re: All Operations. Additional Insured coverage applies to General and Automobile Liability for City of Escondido per policy form. Primary coverage applies to General Liability per policy form. Waiver of subrogation applies to Automobile Liability per policy form. Prof. Liab. - Claims made, defense costs included within limit.

CERTIFICATE HOLDER**CANCELLATION**

City of Escondido 201 N. Broadway Escondido CA 92025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance



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

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

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

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

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

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

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

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

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

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

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

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

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



Architects, Engineers and Surveyors General Liability Extension Endorsement

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

24. SUPPLEMENTARY PAYMENTS

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

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

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

26. WAIVER OF SUBROGATION - BLANKET

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

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

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

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

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

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

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

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

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

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

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

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

This insurance is excess over:



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

Attachment #1

CITY OF ESCONDIDO BUSINESS LICENSE CERTIFICATE

Item6.

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

Business License No: 212699
Expiration Date: 05/31/2025
Business Type: SERVICE
Ownership: CORPORATION

IMPORTANT INFORMATION

- Please verify all information. If any changes occur, please contact the Business License Division at (760) 839-4659.
- Remember to renew your Business License within one month of the Expiration Date, even if you don't receive a Renewal Notice. Payments postmarked or paid on-line after the Penalty Date will incur late penalties of 25% per month.
- Closing your business or no longer working in Escondido? You must sign, date and return your Renewal Notice to close your account.
- Please display the Certificate below in public view.
- Escondido's business licenses are issued for revenue purposes. The issuance or possession of a license confers no rights or privileges and only serves to prove that a business tax has been paid for the period specified on the license certificate. Licenses are not deemed regulatory in any way and are not proof of compliance with zoning, building, or any other regulations of the city.
- Pursuant to California state law AB 1607 and Civil Code Section 51.6(g), the City is concurrently providing you with a notice regarding prohibitions on gender-based discrimination and related posting requirements for your business on the following pages.

Thank you for doing business in the City of Escondido!

FOLD OR DETACH HERE FOR DISPLAY

BUSINESS LICENSE CERTIFICATE

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

Business License Number: 212699

Business Name: Rick Engineering Company

Business Location: 5620 Friars Road
San Diego, CA 92110

Business Phone: 619-908-3516

Owner/Officer: Kai E Ramer
Timothy Gabrielson

NPDES:

POST IN A CONSPICUOUS PLACE - NOT TRANSFERABLE



CITY OF ESCONDIDO

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

Expiration Date: 05/31/2025
NAICS#: 541330 - Engineering Services

SIC#: 8711 - Engineering Services

Conditions/Remarks:

PREVENTION OF GENDER-BASED DISCRIMINATION: BUSINESS ESTABLISHMENTS' LEGAL OBLIGATIONS

The **Gender Tax Repeal Act of 1995** (Act) prohibits a business from discriminating based on a person's gender for prices of similar or like-kind goods and services. However, the Act does not prohibit price differences based on the amount of time, difficulty, or cost of providing the services.

In addition to prohibiting discrimination based on a person's gender, the Act **requires certain businesses** to clearly and conspicuously disclose to customers in writing the pricing for each standard service provided. The posting requirement applies to:

- Barbers and hair salons
- Tailors or businesses providing aftermarket clothing alterations
- Dry cleaners and laundries providing services to individuals

These businesses must follow **specific posting requirements**. The price list must:

- Clearly and completely display pricing for every standard service, which means the 15 most-frequently requested services.
- Use a font 14-point boldface or larger.
- Be posted in an area conspicuous to customers.

The business establishment must also provide a customer with a **complete written price list** upon request.

In addition, the business establishment **must display in a conspicuous place at least one sign**—printed in no less than 24-point boldface type—that states:

CALIFORNIA LAW PROHIBITS ANY BUSINESS ESTABLISHMENT FROM DISCRIMINATING, WITH RESPECT TO THE PRICE CHARGED FOR SERVICES OF SIMILAR OR LIKE KIND, AGAINST A PERSON BECAUSE OF THE PERSON'S GENDER. A COMPLETE PRICE LIST IS AVAILABLE UPON REQUEST.

Business establishments **may be fined \$1,000** for failing to correct within 30 days a violation of any of the requirements after receiving a written notice. The 30-day correction period only applies to posting violations and not to discriminatory pricing violations.

In addition, according to Civil Code section 52(a), a business may be liable for any amount determined by a jury, or a court sitting without a jury, up to three times the amount of actual damage but no less than \$4,000, plus any attorney's fees. However, an action under this section does not prohibit an aggrieved party from seeking any other available remedy or procedure.

OTHER PROVISIONS

This Act does not change or affect provisions of the Health and Safety Code, the Insurance Code, or other laws that govern a health care service plan, or insurer underwriting or rating practices.

To read the full text of the **Gender Tax Repeal Act of 1995** (Civil Code section 51.6), visit the California Legislative Information website at <https://leginfo.legislature.ca.gov>.

PREVENCIÓN DE LA DISCRIMINACIÓN POR GÉNERO: OBLIGACIONES LEGALES DE ESTABLECIMIENTOS COMERCIALES

La Ley de derogación de impuestos de género de 1995 (Ley) prohíbe a una empresa imponer precios de bienes o servicios similares o del mismo tipo como discriminación en función al género de una persona. Sin embargo, la Ley no prohíbe las diferencias de precios en función de la cantidad de tiempo, la dificultad o el costo de la prestación de servicios.

Además de prohibir la discriminación en función del género de una persona, la Ley **exige a ciertas empresas** que revelen de manera clara y visible a los clientes por escrito los precios de cada servicio estándar que proporcionan. El requisito de publicación de precios rige para:

- Barberos y salones de peluquería.
- Sastres o empresas que ofrezcan modificaciones de indumentaria.
- Tintorerías y lavanderías que prestan servicios a particulares.

Estas empresas deben seguir **requisitos específicos de publicación** de precios. La lista de precios debe:

- Mostrar de forma clara y completa los precios de cada servicio estándar, es decir, los 15 servicios solicitados con mayor frecuencia.
- Usar un tipo de letra en negrita de 14 puntos o más grande.
- Estar publicada en un área visible para los clientes.

El establecimiento comercial también debe proporcionar a un cliente que lo requiera una **lista de precios completa por escrito**.

Además, el establecimiento comercial **debe mostrar en un lugar visible al menos un cartel**, impreso en un tipo de letra negrita de al menos 24 puntos, con la leyenda:

LA LEY DE CALIFORNIA PROHIBE A CUALQUIER ESTABLECIMIENTO COMERCIAL LA DISCRIMINACIÓN, CON RESPECTO AL PRECIO COBRADO POR SERVICIOS SIMILARES O DEL MISMO TIPO, CONTRA UNA PERSONA EN BASE A SU GÉNERO. UNA LISTA DE PRECIOS COMPLETA ESTÁ DISPONIBLE PREVIA SOLICITUD.

Los establecimientos comerciales **pueden recibir una multa de \$1,000** por no corregir en un plazo de 30 días una violación de cualquiera de los requisitos después de recibir una notificación por escrito. El período de corrección de 30 días solo se aplica a las infracciones a la publicación y no a las infracciones por precios discriminatorios.

Además, de conformidad con la sección 52(a) del Código Civil, una empresa puede ser responsable por cualquier monto determinado por un jurado o un tribunal sin jurado, de hasta tres veces el monto del daño real pero no menor a \$ 4,000, más honorarios de abogados. Sin embargo, una acción bajo esta sección no le prohíbe a una parte agraviada buscar cualquier otro remedio o procedimiento disponible.

OTRAS DISPOSICIONES

Esta Ley no modifica ni afecta las disposiciones del Código de Salud y Seguridad, el Código de Seguros u otras leyes que rigen un plan de servicios de atención médica o las prácticas de suscripción o cotización de aseguradoras.

Para leer el texto completo en inglés de la Ley de derogación de impuestos de género de 1995 (Sección 51.6 del Código Civil), visite el sitio web de información legislativa de California en <https://leginfo.legislature.ca.gov>.

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS



PHÒNG CHỐNG PHÂN BIỆT ĐỐI XỬ THEO GIỚI TÍNH: NGHĨA VỤ PHÁP LÝ CỦA CƠ SỞ KINH DOANH

Đạo Luật Bãi Bỏ Thuế Mang Tính Phân Biệt Giới Tính 1995 (Đạo Luật) nghiêm cấm cơ sở kinh doanh phân biệt đối xử theo giới tính của một người đối với giá của hàng hóa và dịch vụ tương tự hoặc tương đương. Tuy nhiên, Đạo Luật không nghiêm cấm mức chênh lệch giá căn cứ vào lượng thời gian, độ khó, hoặc chi phí để cung cấp dịch vụ.

Ngoài việc nghiêm cấm phân biệt đối xử theo giới tính của một người, Đạo Luật **yêu cầu các cơ sở kinh doanh nhất định** công bố rõ ràng và dễ thấy cho khách hàng bằng văn bản mức giá đối với mỗi dịch vụ tiêu chuẩn được cung cấp. Yêu cầu niêm yết áp dụng đối với:

- Tiệm cắt tóc và tiệm làm tóc
- Thợ may hoặc cơ sở kinh doanh cung cấp dịch vụ sửa chữa quần áo phụ kiện
- Dịch vụ giặt khô và giặt là cung cấp dịch vụ cho cá nhân

Các cơ sở kinh doanh này phải tuân theo **các yêu cầu niêm yết cụ thể**. Bảng giá phải:

- Hiển thị rõ ràng và đầy đủ mức giá cho mọi dịch vụ tiêu chuẩn, có nghĩa là 15 dịch vụ được yêu cầu thường xuyên nhất.
- Sử dụng font chữ đậm cỡ chữ 14 hoặc to hơn.
- Được niêm yết ở khu vực mà khách hàng dễ thấy.

Cơ sở kinh doanh cũng phải cung cấp cho khách hàng **bảng giá hoàn chỉnh** theo yêu cầu.

Ngoài ra, cơ sở kinh doanh **phải trưng bày ở một nơi dễ thấy ít nhất một biển hiệu**—được in đậm với font chữ tối thiểu là 24—ghi rằng:

ĐẠO LUẬT CALIFORNIA NGHIÊM CẤM BẤT KỲ CƠ SỞ KINH DOANH NÀO PHÂN BIỆT ĐỐI XỬ VỀ GIÁ TÍNH CHO DỊCH VỤ TƯƠNG TỰ HOẶC TƯƠNG ĐƯƠNG ĐỐI VỚI MỘT NGƯỜI DỰA THEO GIỚI TÍNH CỦA NGƯỜI ĐÓ. BẢNG GIÁ HOÀN CHỈNH CÓ SẴN THEO YÊU CẦU.

Cơ sở kinh doanh **có thể bị phạt \$1.000** nếu không khắc phục vi phạm đối với bất kỳ yêu cầu nào trong vòng 30 ngày sau khi nhận văn bản thông báo. Thời hạn khắc phục 30 ngày chỉ áp dụng đối với vi phạm về niêm yết và không áp dụng đối với vi phạm phân biệt đối xử về giá.

Ngoài ra, theo điều 52(a), Bộ Luật Dân Sự, một cơ sở kinh doanh có thể phải chịu trách nhiệm về bất kỳ số tiền nào được xác định bởi bồi thẩm đoàn, hoặc tòa án không có bồi thẩm đoàn, lên đến gấp ba lần số tiền thiệt hại thực tế nhưng không thấp hơn \$4.000, cộng với tiền phí luật sư. Tuy nhiên, một hành động theo quy định tại mục này không nghiêm cấm một bên bị hại tìm kiếm bất kỳ biện pháp khắc phục hoặc quy trình khắc phục nào khác có sẵn.

CÁC QUY ĐỊNH ĐỊNH KHÁC

Đạo Luật này không thay đổi hoặc ảnh hưởng đến các quy định của Đạo Luật Sức Khỏe và An Toàn, Đạo Luật Bảo Hiểm, hoặc các luật khác điều chỉnh chương trình dịch vụ chăm sóc sức khỏe, hoặc hoạt động bảo lãnh hoặc xếp hạng bảo hiểm.

Để đọc toàn văn của **Đạo Luật Bãi Bỏ Thuế Mang Tính Phân Biệt Giới Tính 1995 (điều 51.6 của Bộ Luật Dân Sự)**, vui lòng truy cập trang web Thông Tin Pháp Lý California tại <https://leginfo.legislature.ca.gov>.

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PAG-IWAS SA DISKRIMINASYON BATAY SA KASARIAN: MGA LIGAL NA OBLIGASYON SA MGA GUSALI NG NEGOSYO

Pinagbabawalan ng **Gender Tax Repeal Act ng 1995** (Batas) ang isang negosyo mula sa pagtatangi batay sa kasarian ng isang tao para sa mga presyo ng katulad o katulad-sa-klase na mga kalakal at serbisyo. Gayunpaman, hindi pinagbabawalan ng Batas ang mga pagkakaiba batay sa dami ng oras, kahirapan, o gastos sa pagbibigay ng mga serbisyo.

Bilang karagdagan sa pagbabawal ng diskriminasyon batay sa kasarian ng isang tao, ang Batas ay **kinakailangan ang ilang mga negosyo** na malinaw at maliwanag na ibunyag sa mga kostumer ang pagpepresyo para sa bawat karaniwang serbisyo na ibinigay nang nakasulat. Nalalapat ang kinakailangan sa pagpaskil sa:

- Mga barbero at hair salon
- Mga mananahi o negosyong nagbibigay ng mga pagbabago sa damit pagkatapos ng pagbili
- Mga dry cleaner at labanderya na nagbibigay ng mga serbisyo sa mga indibidwal

Dapat sundin ng mga negosyo ang **espesipikong kinakailangan ng pagpaskil**. Ang listahan ng presyo ay dapat:

- Malinaw at ganap na ipinapakita ang presyo para sa bawat karaniwang serbisyo, na nangangahulugang ang 15 pinaka-madalas hilingin na mga serbisyo.
- Paggamit ng laki ng letra na 14-point boldface o mas malaki.
- Ipapaskil sa lugar na kitang-kita ng mga kostumer.

Dapat ding magbigay ang gusali ng negosyo sa kostumer ng **kumpletong nakasulat na listahan** ng presyo kapag hiniling.

Bilang karagdagan, ang gusali ng negosyo ay **dapat i-display sa kitang-kita na lugar ang hindi bababa sa isang karatula**—na nakaprinta sa hindi mas maliit sa 24-point boldface na uri—na nagsasabing:

CALIFORNIA ANG ANUMANG GUSALI NG NEGOSYO MULA SA PAGTATANGI, SA PRESYO NA SISINGILIN PARA SA MGA SERBISYO NA MAGKATULAD O MAGKAPAREHO ANG URI, LABAN SA ISANG TAO DAHIL SA KASARIAN NITO. MAGAGAMIT ANG KUMPLETONG LISTAHAN NG PRESYO KAPAG HINILING.

Ang mga gusali ng negosyo ay **maaring mamulta ng \$1,000** para sa hindi pagtama ng isang paglabag sa loob ng 30 araw ng alinman sa mga kinakailangan pagkatapos matanggap ang nakasulat na paunawa. Ang panahon ng 30 araw na pagwawasto ay nalalapat lamang sa pagpaskil ng mga paglabag at hindi sa mga paglabag na pagtatangi sa pagpepresyo.

Bilang karagdagan, ayon sa seksyon 52(a) ng Civil Code, maaaring managot ang isang negosyo para sa anumang halagang tinukoy ng isang hurado, o isang korte na walang hurado, hanggang sa tatlong beses ng halaga ng aktwal na pinsala ngunit hindi bababa sa \$4,000, dagdag ang anumang bayad sa abugado. Gayunpaman, ang isang aksyon sa ilalim ng seksyong ito ay hindi nagbabawal sa agrabyadong partido mula sa paghahanap ng anumang iba pang magagamit na remedyo o pamamaraan.

IBANG MGA PROBISYON

Hindi binabago o nakakaapekto ang Batas na ito sa mga probisyon ng Health and Safety Code, Insurance Code, o iba pang mga batas na namamahala sa plano ng serbisyo ng pangangalaga sa kalusugan, o paniniguro ng ari-arian o mga kasanayan sa pag-uuri.

Upang basahin ang buong teksto ng **Gender Tax Repeal Act of 1995 (Civil Code section 51.6)**, bisitahin ang website ng California Legislative Information sa <https://leginfo.legislature.ca.gov>

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성 차별 방지: 사업체의 법적 의무

1995년 성차별 세금 폐지 법은 유사하거나 같은 종류의 재화와 서비스에 대한 요금을 성별에 따라 다르게 부과하는 것을 금지합니다. 그러나 해당 법은 서비스 제공에 소요되는 시간, 난이도 또는 비용에 따른 가격 차이를 금지하는 것은 아닙니다.

성별에 따른 차별을 금지하는 것 외에도 이 법은 특정 사업체가 제공하는 표준 서비스의 가격을 서면으로 고객에게 명확하게 공개하도록 규정하고 있습니다. 해당 공개 게시 사항은 다음과 같은 경우에 적용됩니다.

- 이발소 및 미용실
- 의류 수선을 하는 재단사 또는 해당 업종
- 소비자에게 서비스를 제공하는 세탁소

이와 같은 비즈니스는 **특정 게시 요구 사항을** 따라야 합니다. 가격표는 다음을 포함해야 합니다.

- 고객이 자주 요청하는 15가지 기본 서비스의 가격을 명확하고 확실하게 표시합니다.
- 굵은 글꼴과 14 포인트 이상으로 표기하십시오.
- 고객이 쉽게 확인할 수 있는 장소에 게시하십시오.

고객이 요청하면 사업장은 **서비스 전체 가격**이 기재된 목록을 고객에게 제공해야 합니다.

또한 사업장은 **24포인트 이상의 굵은 글씨로 만든 최소 하나의 표시를 눈에 잘 띄는 위치에 게시해야 합니다.**

캘리포니아 법은 사업장에서 차별을 금지하고 있습니다. 이는 유사하거나 같은 종류의 서비스에 대한 요금을 성별에 의해 다르게 부과하는 것을 포함합니다. 요청 시에는 전체 서비스의 가격 목록을 확인할 수 있습니다.

서면 통보를 받은 후 30일 이내에 요구 사항을 위반한 경우 **1,000 달러의 벌금이 부과될 수 있습니다.** 30일의 정정 기간은 가격 성차별이 아닌 게시 위반에만 적용됩니다.

또한 민법 52 (a)조에 따라 배심원이 있거나 배심원이 없는 법정에서 실제 손해액의 최대 3배이지만 변호사 비용 포함 최대 4,000달러 이하의 금액이 부과될 수 있습니다. 그러나 이 조항에 의거한 조치는 피해 당사자가 다른 구제 수단이나 절차를 찾는 것을 금지하지 않습니다.

기타 조항

해당 법안은 보건 안전법, 보험법, 또는 의료 서비스 계획, 보험사 인수 또는 평가 관행을 관장하는 다른 법률의 조항을 변경하거나 영향을 미치지 않습니다.

1995년 성차별 방지법 (민법 51.6조항)의 전체 내용을 읽으려면 California Legislative Information 웹 사이트 (<https://leginfo.legislature.ca.gov>)를 방문하십시오.

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防止基於性別的歧視： 企業機構的法律義務

1995年《性別稅廢止法案》（法案）禁止企業基於個人性別對類似或同類商品和服務的價格實施歧視。但是，該法案並不禁止基於提供服務的時間、難度、或成本的價格差異。

除了禁止基於個人性別的歧視外，該法案還規定**某些企業機構**以書面形式，清楚、醒目地向客戶披露每項標準服務的價格。該張貼要求適用於如下企業：

- 理髮店和美髮沙龍
- 裁縫店或提供售後服裝修改的業務
- 向個人提供服務的乾洗店和洗衣店

這些企業必須遵循**特定的張貼要求**。價目表必須：

- 清晰且完整地顯示每項標準服務的價格，這意味著 15 項最常請求的服務。
- 使用 14 號粗體或更大的字體。
- 張貼在客戶可能看到的地方。

企業機構還必須應要求向客戶提供**完整的書面價目表**。

此外，企業機構必須在顯眼的地方顯示**至少一個標記**—以至少 24 號的粗體字打印—說明：

加州法律禁止企業以人的性別為由，就類似或同類服務的收費價格，對此人實施歧視。完整的價目表可供索取。

企業機構在收到違反任何要求的書面通知後，如果在 30 天內未更正違規行為，則**可能被罰款 \$1,000 美元**。30 天的更正期僅適用於張貼違規，不適用於歧視性價格違規。

此外，根據《民法典》第 52(a) 款，企業可能對陪審團或沒有陪審團的法庭確定的任何金額承擔責任，最高為實際損害金額的三倍，但不得少於 \$4,000 美元，外加任何律師費。但是，根據本款採取的行動並不禁止感到受屈的一方尋求其他可用的賠償或程序。

其他條款

該法案不會改變或影響《健康與安全法》，《保險法》、或其他管轄醫療保健服務計劃或保險人承保或評級做法的法律。

要閱讀 1995年《性別稅廢止法案》（《民法典》第 52(a) 款）的全文，請訪問加州立法資訊網站，網址為 <https://leginfo.legislature.ca.gov>。

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防止基于性别的歧视： 企业机构的法律义务

1995年《性别税废止法案》（法案）禁止企业基于个人性别对类似或同类商品和服务的价格实施歧视。但是，该法案并不禁止基于提供服务的时间、难度、或成本的价格差异。

除了禁止基于个人性别的歧视外，该法案还规定**某些企业机构**以书面形式，清楚、醒目地向客户披露每项标准服务的价格。该张贴要求适用于如下企业：

- 理发店和美发沙龙
- 裁缝店或提供售后服装修改的业务
- 向个人提供服务的干洗店和洗衣店

这些企业必须遵循**特定的张贴要求**。价目表必须：

- 清晰且完整地显示每项标准服务的价格，这意味着 15 项最常请求的服务。
- 使用 14号粗体或更大的字体。
- 张贴在客户可能看到的地方。

企业机构还必须应要求向客户提供**完整的书面价目表**。

此外，企业机构必须在显眼的地方显示**至少一个标记**—以至少 **24 号**的粗体字打印—说明：

加州法律禁止企业以人的性别为由，就类似或同类服务的收费价格，对此人实施歧视。完整的价目表可供索要。

企业机构在收到违反任何要求的书面通知后，如果在 30 天内未更正违规行为，则**可能被罚款 \$1,000 美元**。30 天的更正期仅适用于张贴违规，不适用于歧视性价格违规。

此外，根据《民法典》第52(a)款，企业可能对陪审团或没有陪审团的法庭确定的任何金额承担责任，最高为实际损害金额的三倍，但不得少于 \$4,000 美元，外加任何律师费。但是，根据本款采取的行动并不禁止受害方寻求其他可用的赔偿或程序。

其他条款

该法案不会改变或影响《保健和安全法规》，《保险法规》、或其他管辖医疗保健服务计划或保险人承保或评级做法的法律。

要阅读 1995年《性别税废止法案》（《民法典》第 52(a) 款）的全文，请访问加州立法资讯网站，网址为 <https://leginfo.legislature.ca.gov>。






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COMPLETED

07 / 22 / 2024
22:02:57 UTC

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STAFF REPORT

May 7, 2025

File Number 0600-10; A-3553-2

SUBJECT

REQUEST APPROVAL FOR CONTRACT AMENDMENT TO THE CONSULTING AGREEMENT WITH KIMLEY HORN AND ASSOCIATES, INC. FOR THE JOHN MASSON MEMORIAL BIKE PARK PROJECT

DEPARTMENT

Development Services, Engineering Division and Public Works

RECOMMENDATION

Request the City Council adopt Resolution No. 2025-46, authorizing the Mayor, on behalf of the City, to execute Amendment No. 2 to the consulting services agreement with Kimley Horn and Associates, Inc. for project management, and design services in the amount of \$65,525.

Staff Recommendation: Approval (Chris McKinney, Interim Development Services Director/ Deputy City Manager and Jonathan Schauble, City Engineer)

Presenter: Michael Tully, Project Manager

ESSENTIAL SERVICE – Yes, Parks Facilities/Open Spaces

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

FISCAL ANALYSIS

The cost associated with the amendment to this consulting agreement will be paid from the Capital Improvement Program project accounts as well as a Prop 68 Grant from the California Department of Parks and Recreation and will have no impact on the General Fund. The amendment to the consulting services agreement with Kimley Horn and Associates, Inc. for additional environmental work, project management and design services will be in the amount of \$65,525.

PREVIOUS ACTION

On November 18, 2020, the City Council authorized the Mayor and approved application(s) for Prop 68 Grant funds allocations of \$271,303 to complete and submit all documents necessary for the completion of the grant scope(s) as well as approve naming of proposed bike park, the John Masson Memorial Bike Park ("Project") in honor of late Councilmember John Masson.

On December 7, 2022, The Project was included as part of the Fiscal Year 2021/22 Financial Status Report and American Rescue Plan ("ARPA") Update. The Project is to be placed inside Jesmond Dene Park with



CITY of ESCONDIDO

STAFF REPORT

Prop 68 Grant funds, however, since the community surrounding the park does not qualify as a severely disadvantaged community, a match in the amount of \$70,000 was required and was approved by Council.

On June 14, 2023 the City Council received an update on the ARPA funds which the Project was a part of and approved the overall Budget Adjustment Request.

On January 31, 2024 the City Council approved the recommended approach for expending the ARPA and Park Development funds and approve the Budget Adjustment Request which the Project was included as one of the Park Capital Projects.

On December 4, 2024 City Council was requested to receive and file the Annual Financial Report on Development Impact Fees which the Project was a part of, and City Council approved the Annual Report of Capital Funds Funded by Development Impact Fee Per Government Code Section 66006.

BACKGROUND

The initial stages of the Project began on November 18, 2020 with the approval for use of Prop 68 Grant in the amount of \$271,303 and to be named “John Masson Memorial Bike Park” located at Jesmond Dene Park. Initially, the Project was considered California Environmental Quality Act (“CEQA”) exempt. The public engagement portion of this Project was started in April 2023, where the public weighed in on the design. Two public meetings were held, one on April 22, 2023 and the second on August 12, 2023. A third meeting was scheduled in Summer of 2024 out at the site where the conceptual design for the bike park was presented to the community.

In the summer of 2023, a biologist reviewed the site and identified the possible existence of a gnatcatcher habitat. As a result, nesting bird surveys were completed between mid-March to the end of June 2024. There was no presence of gnatcatcher discovered during the survey from Helix Environmental, Inc. However, it was also determined that other studies would be necessary. Additional biological studies, cultural resource monitoring, and a CEQA Initial Study – Mitigated Negative Declaration will be needed to comply with CEQA regulations.

City staff anticipates receiving the final design plan set along with the draft Initial Study for Mitigated Negative Declaration for public review in Summer of 2025. Staff anticipates advertising for construction bids in Fall of 2025.

Staff recommends approval of Resolution No. 2025-46 authorizing Amendment No. 2 to the consulting agreement that will fund additional environmental work, project management and design services to complete the CEQA Mitigated Negative Declaration, cultural resource monitoring, and further biological studies for the John Masson Bike Park Project.



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RESOLUTIONS

- a) Resolution No. 2025-46
- b) Resolution No. 2025-46 – Exhibit “A” - Amendment No. 2

RESOLUTION NO. 2025-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, AMENDMENT NO. 2 TO THE CONSULTING AGREEMENT WITH KIMLEY HORN AND ASSOCIATES, INC. FOR THE JOHN MASSON MEMORIAL BIKE PARK PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program (“CIP”) budget for the John Masson Memorial Bike Park Project (“Project”); and

WHEREAS, additional environmental work, project management, and design services are necessary to complete the Project to comply with the California Environmental Quality Act; and

WHEREAS, it is in the City’s best interest to execute Amendment No. 2 to the consulting agreement with Kimley Horn and Associates, Inc. for the additional environmental work, project management, and design services in the amount of \$65,525.

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

1. That the above recitations are true.
2. That the Mayor is authorized to execute, on behalf of the City, Amendment No. 2 to the consulting agreement with Kimley Horn and Associates, Inc. , which is attached and incorporated to this Resolution as Exhibit “A”, and subject to final approval as to form by the City Attorney.
3. That the City Manager retains the authority to approve contract amendments up to the amount provided for in the Municipal Code.



CITY OF ESCONDIDO
SECOND AMENDMENT TO CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO
 a California municipal corporation
 201 N. Broadway
 Escondido, CA 92025
 Attn: Michael Tully
 760-839-4087
 ("CITY")

And: Kimley-Horn and Associates Inc.
 a North Carolina Corporation
 401 B. Street, Suite 600
 San Diego, CA, 92101
 Attn: Megan Ulery
 619-744-0177
 ("CONSULTANT").

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

WHEREAS, the Parties entered into that certain Consulting Agreement dated February 6, 2023, which was subsequently amended by A First Amendment dated June 19, 2024 (collectively referred to herein as "Agreement"), wherein City retained CONSULTANT to provide services for the design of a three-acre bike park in Jesmond Dene Park, as more specifically described in the Agreement: and

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

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

1. The CONSULTANT shall furnish all of the Services described in "Attachment A" to this Second Amendment.
2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum

of **\$65,525** pursuant to the conditions contained in "Attachment A" to this Second Amendment.

3. All other terms of the Agreement not referenced in this Second Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Second, this Second Amendment shall prevail.
4. This Second Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
5. This Second Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Second Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
6. Unless a different date is provided in this Second Amendment, the effective date of this Second Amendment shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____
Dane White, Mayor

KIMLEY-HORN AND ASSOCIATES, INC.

Date: _____
Megan Ulery, Vice 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

Kimley-Horn and Associates, Inc. a North Carolina corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with continued consulting services related to the City's John Masson Bike Park Project ("Project").

B. Location

Consultant to provide services in relation to the Project at various locations including but not limited to certain services at 2401 N. Broadway, Escondido, CA 92026 ("Project Site") see **Exhibit 1**, which is attached hereto and incorporated herein by this reference.

C. Services

In addition to those services described in the Agreement, Consultant shall provide the services detailed in **Exhibit 2** to this Scope of Work, which is attached hereto and incorporated by this reference. In the event of a conflict between the Agreement (including this Scope of Work) and Exhibit 2, the terms of this Agreement shall prevail. Services under this Second Amendment shall include:

D. Scheduling

Consultant to schedule specific dates of work in advance by contacting Michael Tully at 760-839-4011 or michael.tully@escondido.gov. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price of this Second Amendment shall not exceed **\$65,525**. The contract price of this Second Amendment (\$65,525) includes all labor, materials, equipment, and transportation required to perform the work, and shall bring the cumulative contract price of the Agreement to **\$266,125**.

Services shall 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 Second Amendment shall be from the Effective Date of this Second Amendment through **December 31, 2029**.

EXHIBIT "1"

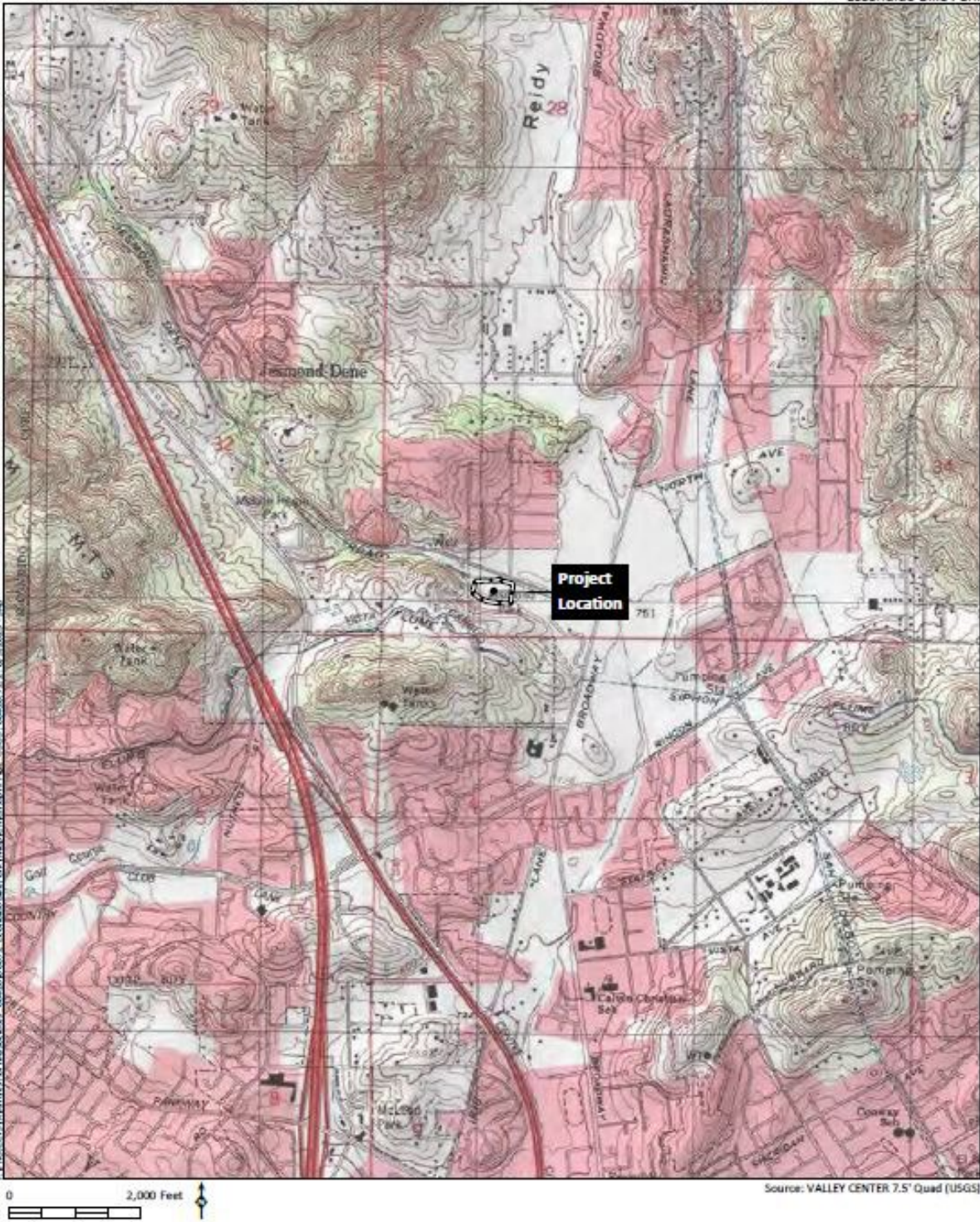


EXHIBIT "2"

Please see attached

**AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN THE CLIENT AND
KIMLEY-HORN AND ASSOCIATES**

AMENDMENT NUMBER 2 DATED April 14, 2025 to the agreement between City of Escondido, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated February 06, 2023 ("the Agreement") concerning the Jesmond Dene Park (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by the Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not consistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CITY OF ESCONDIDO

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Exhibit A to Amendment Number 2,
dated April 14, 2025.

Purpose

Based on the Draft IS/MND it was determined that additional biological surveys were required to assist the IS/MND documentation. These discussions have been an ongoing coordination effort with the City, and the Kimley-Horn team. From these emerging environmental concerns, Kimley-Horn is requesting an amendment to the contract scope of services to accommodate the additional effort.

Scope of Services

Kimley-Horn will provide the services specifically set forth below up to the corresponding effort identified in **Exhibit B**.

Task 1 – PROJECT ADMINISTRATION, MEETINGS AND COORDINATION

Kimley-Horn will continue to provide project management, coordination and invoicing administration for the duration of the project. This task includes, but is not limited to, coordination via emails, monthly meetings, and calls with the project team regarding proposed project design features, responses to project team questions/requests, and the development of information materials related to the expanded scope related to this amendment.

Task 4 – ENVIRONMENTAL DOCUMENTATION

Task 4.1.1 – Initial Study/Mitigated Negative Declaration (IS/MND)

Several key assumptions related to the completion of the scope of services for the IS/MND have been exceed as discussed below:

1. The Scope of Services assumed that all project-specific technical studies prepared by others will be provided at once to BCG for summarization in the Draft IS, including Biological Resources, Cultural Resources (Archaeology), Hydrology/Drainage, Stormwater and Climate Action Plan (CAP) Checklist.
 - a. The July 2024 Biological Resources technical report provided to BCG in October 2024 included several recommendations to further study or perform additional surveys during construction. It was later determined and preferred that the surveys be performed sooner rather than in construction to mitigate schedule risks. due to the timing of their field work which required BCG to do original research and create text to complete the IS. This research included developing analysis and mitigation language to address potential impacts to Crotch's bumble bee, a species that became state-listed endangered in 2024 and is causing CEQA document public review comments from the California Department of Fish and Wildlife (CDFW). BCG relied on technical review by Rocks Biological Consulting (RBC) to validate the approach taken in the IS. In addition, a second report prepared by HELIX in July 2024, was provided to BCG addressing the potential presence of California gnatcatcher in the project area. Based on meetings, Rock Biological will need to complete additional field work to augment the information presented in their July report. Therefore, an updated Biological Resources technical report will be provided by RBC to BCG which will be integrated into the IS/MND prior to resubmittal to the City.
 - b. A CAP Checklist was not included in the original scope of work ; therefore, in order to complete the IS, BCG had to conduct original research on greenhouse gas emissions

- policy and develop a recommended approach for showing compliance with the City's CAP that was not anticipated. That approach had to be validated by City staff during a meeting.
- c. Although the Cultural Resources Technical Report was provided to BCG in February 2023; the AB 52 Consultation commenced in November 2024 with the City requesting input from BCG on the consultation request letters.
 - d. Due to design delays and/or refinements by others, Kimley Horn was unable to provide the Drainage and Stormwater reports to BCG until November 2024.
2. The Scope of Services assumed that once initiated, BCG's work would not be put on hold by the City and that the work would be completed within six months. The IS/MND was initiated in 2023 using the conceptual site layout, while the design details were still being developed. BCG continued to draft the IS/MND, receiving technical studies as they became available, and the document preparation took approximately ten (10) months to complete due to stops and starts and refinements to the project design and delayed availability of several of the technical studies, as noted above. Stopping and starting work has resulted in inefficiencies and extra costs associated with re-initiating work.
 3. The scope of services assumed one (1) review cycle of the IS with the City prior to finalization and staff determining the appropriate CEQA document for the project. However, due to the above technical report modifications, a second review cycle has been requested by the City prior to finalizing the document for public review.
 4. The limits of work addressed in the initial draft IS/MND were subsequently updated to avoid potential impacts to jurisdictional areas north of the project improvements, which triggered updates to the IS figures and text.

Our Agreement assumed an expenditure of 64 hours of technical time to prepare the Draft and Final IS/MND; instead, we have expended 82 hours of technical time preparing the initial draft and completing one (1) set of IS/MND revisions based on city staff input. BCG is excepting the need for additional hours required to update the biological resources analysis using the forthcoming Biological Resources Technical Report.

In order complete Task 2, including the preparation of a 2nd Draft IS/MND, Public Review Draft IS/MND, and Final IS/MND including response to public review comments, BCG is requesting 28 additional hours of technical effort plus \$5,000 to cover unanticipated prior expenditures.

Task 4.1.2 – CEQA Process Management/Meetings

The scope of services for this task assumed three (3) hours per month of Principal/Senior Project Manager time based on a total performance period of up to six (6) months. The performance period of this Agreement has extended well beyond the original six months to 18 months, assuming an end date of June 2025. BCG attendance at up to 2 additional hours of project team or City meetings is assumed through the completion of the scope of services. All meetings will be virtual.

To complete the management of the CEQA process, BCG is requesting 12 additional hours for this task.

Task 4.2.1 – Cultural Resources Monitoring

HELIX will provide archaeological monitoring per mitigation measure CUL-1 contained within the Mitigation Monitoring Reporting Program (MMRP) for the project. This scope includes: provide an archaeological monitor to attend a preconstruction meeting with the Grading Contractor and/or Construction Manager, to explain the monitoring program and its protocols; provide a full-time archaeological monitor for up to two days (entailing eight hours on site and one additional hour for drive time and preparation of daily notes) for ground disturbance related to the excavation of a bio-retention/infiltration basin; and prepare a Cultural Resources Monitoring Report at the conclusion of monitoring to document the findings during the monitoring effort.

Native American monitoring, per CUL-1, will be conducted by consulting tribe(s), who will be contracted directly with the City of Escondido. Costs for Native American monitoring are not included in this Augment.

Assumptions:

- Up to two (2) 8-hour days of cultural resources monitoring will be performed by one (1) archaeological monitor.
- The results of monitoring will be negative, and no cultural resource documentation or treatment will be required.
- If significant cultural material is encountered, the project archaeologist will coordinate with the Client and City staff to develop and implement appropriate treatment or mitigation measures.
- Costs associated with meetings, and/or technical studies and reports ("additional work") are not included within the scope of services required of HELIX under this Augment.

Task 4.3 – Biology Study

Additional biological services are recommended for the Project. RBC will perform the following scope of work. These surveys are anticipated to be performed in the Spring of 2025. Per previous email coordination with the City related the need for a jurisdictional delineation survey on 3/27/25, *"Given the site-specific conditions, CDFW has the widest reach and their jurisdictional boundary would extend to the outer limits of the existing dripline. Since the project was redesigned to avoid the dripline boundary, no project impacts are anticipated. Therefore, a jurisdictional delineation is not necessary, as avoidance is incorporated into the design. A jurisdictional delineation is typically only recommended if agency permitting is expected to be required. The BTR and CEQA will both conclude that the project would have no impacts to wetland areas."*

Task 4.3.1 – Pre-Construction Crotch's Bumble Bee Survey

RBC will conduct two (2) focused surveys for Crotch's bumble bee (*Bombus crotchii*), a candidate species for listing under the California Endangered Species Act (CESA), within the approximately 4.5-acre project site plus a 50-foot buffer. Survey methods will follow the California Department of Fish and Wildlife (CDFW) 2023 Survey Considerations for CESA Candidate Bumble Bee Species to the greatest extent feasible. The surveys will take place at least two to four weeks apart between April and August when detection of Crotch's bumble bee is greatest. Surveillance will be focused where ample nectar sources are present. The location of any observed Crotch's bumble bee will be recorded along with population size and nesting status. If present, non-lethal photo vouchers of focal species will be captured at various angles to confirm accurate identification.

Following completion of the surveys, a memorandum of findings would be prepared by RBC and transmitted to you for review and comment. Editorial revisions would be incorporated into a final version by RBC. In addition, any observations of Crotch's bumble bee would be reported to the California Natural Diversity Database (CNDDDB) in compliance with state requirements.

It is assumed that Crotch's bumble bee surveys and rare plant surveys, outlined in Task 4.3.2, will be conducted consecutively on the same survey date.

Task 4.3.2 – Pre-Construction Rare Plant Surveys

RBC botanists will conduct two (2) focused surveys for special-status plant species in accordance with accepted botanical survey protocols developed by the U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW). Surveys will be conducted during the appropriate blooming periods for the following target species:

- California adolphia (*Adolphia californica*)
- Decumbent goldenbush (*Isocoma menziesii* var. *decumbens*)
- Delicate clarkia (*Clarkia delicata*)
- Nuttall's scrub oak (*Quercus dumosa*)
- Summer holly (*Comarostaphylis diversifolia* ssp. *diversifolia*)

RBC botanists survey will survey the approximately 4.5-acre project site plus a 50-foot buffer during each visit by walking meandering transects within suitable habitat. Special-status plants that are observed will be mapped using a Global Positioning System (GPS), and population size and other relevant field observations will be recorded. Vascular plant species on the site will be identified species, subspecies, or varietal level. A plant compendium of the site will be generated, listing all plant species observed.

Following completion of the surveys, a memorandum of findings would be prepared by RBC and transmitted to the City and Kimley-Horn for review and comment. Editorial revisions would be incorporated into a final version by RBC.

Please note that the cost below assumes that rare plant surveys and Crotch's bumble bee surveys, outlined in Task 1, will be conducted consecutively on the same survey date. If surveys must take place on separate days, additional costs will apply.

It is assumed that the rare plant surveys and the Crotch's bumble bee surveys, outlined in Task 4.3.1, will be conducted consecutively on the same survey date.

Task 4.3.3 – Biological Technical Report Update Site Plan Analysis & Revisions

RBC will revise the biological technical report (BTR) per the updated site plan, specifically addressing the avoidance of impacts on jurisdictional features north of the project site. In addition, the BTR will be revised to include survey results from the coastal California gnatcatcher (*Poliophtila californica californica*) surveys conducted by HELIX Environmental Planning and surveys to be conducted by RBC as outlined in Tasks 4.3.1 and 4.3.2. The BTR revisions will also include an analysis of potential project impacts on Crotch's bumble bee in anticipation of CDFW comments. This task includes updates to all report figures per the new site plan, re-calculation of impacts via GIS, and updates to in-text report impact and mitigation analyses. The avoidance, minimization, and mitigation measures will be revised for consistency with the Draft Initial Study/Mitigated Negative Declaration.

The report will be submitted in digital format for Kimley-Horn and the City's review. Following editorial input, a revised report will be submitted in PDF format for Kimley-Horn and the City for review. This scope and cost also assumes analysis of the project alignment/impact area recently provided to RBC.

If project plans are changed after biological impact analysis is initiated, this will be considered and additional service.

Task 4.3.4 – Nesting Bird Survey

In compliance with the Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code (§3503, 3503.5, and 3513), a nesting bird survey will be conducted within the project site in areas subject to vegetation removal plus an approximately 50-foot buffer for passerines and 300-foot buffer for raptors (survey area). The survey will be performed three (3) days or less before the removal of vegetation, including existing ornamental trees. A qualified avian biologist will search the survey area for nesting birds and/or nesting activity. If observed, the location of active and/or historical nests will be mapped on a recent aerial photograph.

A memorandum summarizing the survey results will be prepared and submitted to you for review. Please note that this task does not include preparation of a nest protection plan, coordination with CDFW and/or USFWS, or ongoing nest monitoring if nests are observed; however, these services can be provided under a separate contract if deemed necessary based on survey results and project scheduling. This task includes one general nesting bird survey and report preparation; if work is done in phases or is delayed, additional surveys may be required that are beyond the scope outlined herein.

Task 4.3.5 – Worker Environmental Awareness Program

RBC will develop a worker awareness training program in compliance with project-specific avoidance, minimization, and mitigation measures. Training will include: 1) the purpose for resource protection; 2) a description of the coastal California gnatcatcher, coast horned lizard, red-diamond rattlesnake, southern California legless lizard, and other sensitive plants and wildlife potentially present on site as well as their habitats; 3) the avoidance and minimization measures that should be implemented during project construction, including strictly limiting activities, vehicles, equipment, and construction materials to the demarcated project footprint; 4) the protocol to follow if a biological resources issue arises at any time during the construction process; 5) the general provisions of applicable biological laws and regulations, such as CESA; the need to adhere to the provisions of the laws and regulations; and the penalties associated with non-compliance with the laws and regulations. RBC will provide one 'tailboard' training to all project crew on the first day of construction/monitoring; if additional trainings are necessary beyond the scope outlined herein, such services can be provided under a separate scope and cost.

Assumptions:

- If Crotch's bumble bee is documented on the project site, CDFW consultation will be required and, if take is unavoidable, a CDFW Incidental Take Permit (ITP) and associated mitigation would be necessary. This task does not include CDFW consultation, development of avoidance and minimization measures, or preparation of an ITP application; however, such services can be provided under a separate scope and cost if necessary.
- If rare plants are documented on site and impacts on any CRPR List 1 species (>5 individuals) and/or List 2 species (>20 individuals) cannot be avoided, a Rare Plant Mitigation Plan will be required. This task does not include CDFW consultation or preparation of a Rare Plant Mitigation Plan; however, such services can be provided under a separate scope and cost if necessary.
- This scope assumes that construction of the project will occur within one calendar year of surveys. If construction is delayed, pre-construction surveys may need to be repeated. Only one round of pre-construction surveys is included within this scope and cost.

Task 5 – 75% DESIGN SUBMITTAL

Kimley-Horn has adjusted the site design to account for the potential environmental impacts. The design revisions included minimizing grading on the existing multi-use path and earthen swale grading. These design revisions resulted in updating the 75% design plans, revising the cost estimate and adjusting the storm water reports. It is not anticipated that changes to the site limits of work will be required moving forward.

Kimley-Horn was requested by the City to incorporate another submittal package for the Plot Plan Application. As this is a recent implemented City process, this was not in the original scope. Kimley-Horn has allocated additional effort to perform this work outlined in the amendment scope.

If additional design efforts are required, this effort will be considered an additional service.

Schedule

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

Fee and Billing

Kimley-Horn will perform the additional scope of services outlined above on a time and materials basis of \$65,525.00.



STAFF REPORT

May 7, 2025

File Number 0600-10; A-3058-9; A-3325-8

SUBJECT

APPROVE CONTRACT AMENDMENTS FOR THE CITRACADO PARKWAY EXTENSION PROJECT

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt 1) Resolution No. 2025-44 authorizing Amendment 9 to the consultant contract with Perennial Environmental I, LLC in the amount of \$260,190.84, and 2) Resolution No. 2025-45 authorizing Amendment 8 to the consultant contract with TY Lin International in the amount of \$98,220 for the Citracado Parkway Extension Project ("Project").

Staff Recommendation: Approval (Chris McKinney, Interim Development Services Director/Deputy City Manager and Jonathan Schauble, City Engineer)

Presenter: Matthew Souttere, Project Manager

ESSENTIAL SERVICE – Yes, Public Works/Infrastructure

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

There are adequate programmed funds in the Project accounts to cover the cost of the proposed amendments. The Project is funded with a combination of funding sources including a \$12.5-million Local Partnership Program grant, TransNet, Traffic Impact Fees, and a contribution from the Palomar Hospital project. The total cost of the construction phase was over \$35 million.

PREVIOUS ACTION

On August 1, 2012, the City Council approved a professional services contract with Brian F. Smith and Associates, Inc. in the amount of \$496,000. Brian F. Smith and Associates was later purchased by Perennial Environmental, LLC. On October 11, 2023, the City Council authorized the Mayor to execute Amendment 8 with Perennial Environmental I, LLC in the amount of \$515,530.71 to provide continued archeological services for mitigation and oversight during construction.

On February 5, 2020, the City Council approved a professional services contract with TY Lin International in the amount of \$1,596,544. On August 14, 2024 the City Council authorized the Mayor to execute



CITY of ESCONDIDO

STAFF REPORT

Amendment 6 with TY Lin International in the amount of \$376,460 to provide continued construction management of the Project.

BACKGROUND

Construction of the Project began on September 6, 2022, and had an original estimated completion date of February 2024, however, weather, utility conflicts and relocations, and other work caused by unforeseen conditions extended the Project duration through April 2025. Because of added work and the extended duration of the Project, additional related services were required.

Cultural Monitoring

Cultural monitoring, soil sifting, cataloging, and reporting are required by the Project's CEQA-Environmental Impact Report, Memorandum of Agreement and associated mitigation measures. An amendment to the agreement with Perennial Environmental I, LLC, Project archeologist, is necessary due to the additional effort required to screen, collect, and catalog all cultural items from the large volume of excavated cultural soil within the Project area. Because the Project passed through well-established archeological sites, the number of cultural deposits encountered during processing of the materials was very high. Collecting and cataloging the culturally sensitive items found during screening of cultural soil is a slow, but required, process to meet Project permitting requirements of 100 percent (100%) recovery of cultural artifacts such as arrowheads, beads, tools, and burial items. Additional monitoring was required because of re-routed utilities and relocated items that were unaccounted for on the original plans. A contract amendment with Perennial Environmental I, LLC in the amount of \$260,190.84 will pay for additional mitigation support, including cultural monitoring, sifting, cataloging, reporting, and artifact curation. In addition, Perennial is working with tribal representatives to finalize the Kumeyaay Luiseno Preservation Area ("KLPA") for implementation by the City.

Construction Management and Inspection

An amendment to the agreement with TY Lin International is necessary due to continued support needed to review and respond to extra work bills being submitted by the construction contractor for work they deem is extra, even though construction of Project street improvements has been completed. The contractor has extended construction of Project landscaping and irrigation requiring continued oversight which is being provided by TY Lin International. TY Lin International's assistance is also needed to identify work costs being shared by Rincon, and assistance with staff to provide support of items being disputed by the Project contractor. Staff recommends a contract amendment with TY Lin International in the amount of \$98,220 for review and responses to additional submitted extra work items, continued landscape and irrigation work oversight, determination of Rincon Water District's shared costs, and support to city staff in disputed work items with the Project contractor.



CITY *of* ESCONDIDO

STAFF REPORT

Project Status

The Project is substantially complete. All street improvement work has been completed, with only landscape plant establishment work remaining. Project landscape and irrigation acceptance have been slowed because of the use of reclaimed water, adding rigorous measures to receive the County of San Diego Department of Environmental Health approval, and slow contractor production. Work continues with Project archeologist and tribal representatives to finalize the KLPA for implementation by the City.

RESOLUTIONS

- a) Resolution No. 2025-44
- b) Resolution No. 2025-44—Exhibit “A”—Nineth Amendment to the Consulting Agreement with Perennial Environmental I, LLC
- c) Resolution No. 2025-45
- d) Resolution No. 2025-45—Exhibit “A”—Eighth Amendment to the Consulting Agreement with TY Lin International

RESOLUTION NO. 2025-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, THE NINTH AMENDMENT TO THE CONSULTING AGREEMENT WITH PERENNIAL ENVIRONMENTAL I, LLC FOR THE CITRACADO PARKWAY EXTENSION PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the Citracado Parkway Extension Project ("Project"); and

WHEREAS, on October 11, 2023, the City Council adopted Resolution No. 2023-121 authorizing execution of an eighth amendment to the Consultant Agreement with Perennial Environmental I, LLC; and

WHEREAS, additional archeological services are required of Perennial Environmental I, LLC to support the construction of the Project in the amount of \$260,190.84.

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

1. That the above recitations are true.
2. That Mayor is authorized to execute, on behalf of the City, a Ninth Amendment to the Consulting Agreement with Perennial Environmental I, LLC, 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
NINTH AMENDMENT TO CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Julie Procopio
760-839-4001
("CITY")

And: Perennial Environmental I, LLC
a Texas limited liability company
dba BFSA Environmental Services
14040 Poway Road, Suite A
Poway, CA, 92064
Attn: Brian F. Smith
858-679-8218
("CONSULTANT").

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

WHEREAS, the Parties entered into that certain Consulting Agreement dated August 22, 2012, which was subsequently amended by a First Amendment dated February 5, 2014, Second Amendment dated September 9, 2014, Third Amendment dated September 13, 2017, Fourth Amendment dated October 1, 2018, Fifth Amendment dated January 14, 2020, Sixth Amendment dated November 16, 2020, a Seventh Amendment dated July 19, 2021, and Eighth Amendment dated November 15, 2023 (collectively, the "Agreement"), wherein the CITY retained CONSULTANT to provide consulting services related to the construction of the City's Citracado Parkway Extension Project, as more specifically described in the Agreement; and

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

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

1. The CONSULTANT shall furnish all of the Services described in "Attachment A" to this Ninth Amendment.
2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **\$260,190.84**, pursuant to the conditions contained in "Attachment A" to this Ninth Amendment.
3. All other terms of the Agreement not referenced in this Ninth Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Ninth Amendment, this Ninth Amendment shall prevail.
4. This Ninth Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
5. This Ninth Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Ninth Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
6. Unless a different date is provided in this Ninth Amendment, the effective date of this Ninth Amendment shall be the latest date of execution set forth by the names of the signatories below.

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

Perennial Environmental I, LLC

Date: _____

Signature

Jonathan Fredland, President

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.

ATTACHMENT "A"

Scope of Work

A. General

Perennial Environmental I, LLC, a Texas limited liability company ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with continued Cultural Resources Mitigation Monitoring Program (the "Mitigation Program") services and construction monitoring as required to comply with the approved Environmental Impact Report for the Citracado Parkway Extension Project ("Project"), and as part of the Memorandum of Agreement ("MOA") attached to the United States Army Corps of Engineers ("USACE") Clean Water Act Section 4041 Permit for this Project.

B. Location

Consultant shall provide services as required for all excavation and disturbance of cultural soil within the Project site, including the existing portion from West Valley Parkway to South Andreasen Drive, Escondido. Please see Exhibit 1 to this Scope of Work, which is attached hereto and incorporated by this reference, for the Project site map.

C. Services

1. Services provided pursuant to the Ninth Amendment shall be in accordance with the proposal, which is attached hereto as Exhibit 2 to this Scope of Work and incorporated herein by this reference. In the event of a conflict between the Agreement and Exhibit 2, the terms of the Agreement shall prevail.
2. All services provided pursuant to the Ninth Amendment shall be consistent with the MOA requirements.

D. Scheduling

Inquires relating to this Ninth Amendment, including scheduling and coordination with City staff, shall be directed to Matt Souttere at 760-214-4718 or matt.souttere@escondido.gov.

E. Contract Price and Payment Terms

The contract price of this Ninth Amendment shall not exceed **\$260,190.84**. The contract price of this Ninth Amendment includes all labor, materials, equipment, and transportation required to perform the work, and shall bring the cumulative contract price of the Agreement to **\$3,487,947.30**.

Services shall be billed on time and material as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

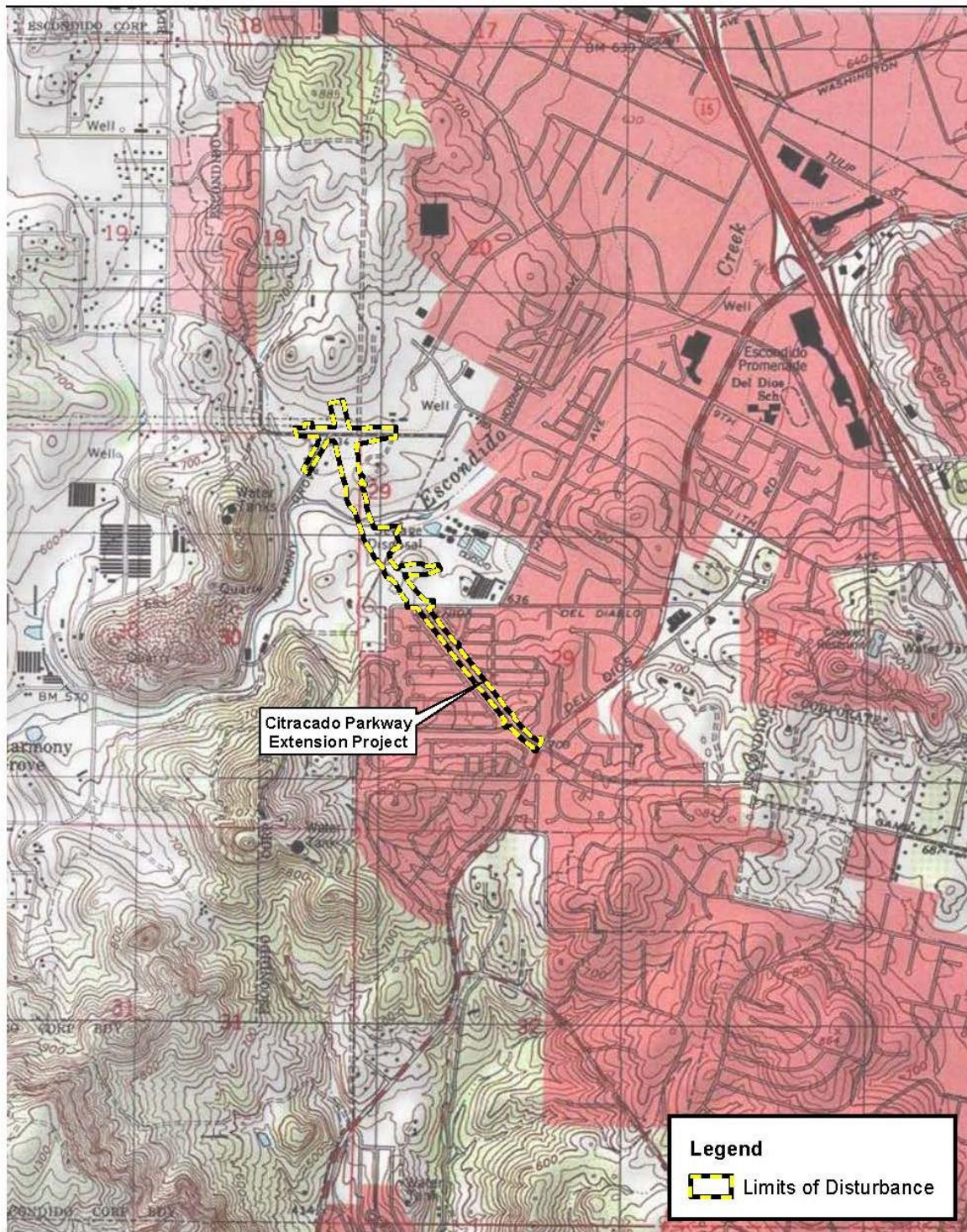
The service rates as described in Exhibit 2 shall remain firm throughout the term of this Ninth Amendment.

F. Term

The term of this Ninth Amendment shall be from the Effective Date of this Ninth Amendment through the date of **Notice of Completion** for the Project, which shall be filed by the City with the County of San Diego after all Project improvements and closeout documents are accepted by the City Engineer. Project completion is anticipated by December 2025.

EXHIBIT “1”

Project Site Map



Source: USGS 7.5' Quadrangles, Escondido 1975, Valley Center 1975, Rancho Santa Fe 1983, San Marcos 1983; AECOM 2011

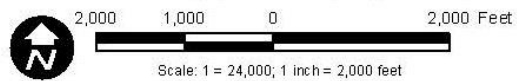


EXHIBIT "2"

Cultural Resources Mitigation Monitoring Program and Construction Monitoring Proposal

Scope of Work

The MMRP for the Citracado Parkway Extension Project will be directed by Consulting Archaeologist Brian Smith and Senior Archaeologist Tracy Stropes. All archaeological field work and monitoring of earthwork will be completed by BFSA staff. Native American monitoring will be provided by Saving Sacred Sites for the Luiseno and Red Tail Environmental for the Kumeyaay. The task to be accomplished by BFSA and the Native American participants are provided below:

Task 6A. Bulk Screening of Cultural Soil:

All cultural soil generated by the controlled grading, the supplemental data recovery excavation, or any archaeological excavation of discovered features or potentially significant deposits will be screened to recover all cultural materials and any human remains larger than one-eighth of an inch.

Additional work to due to re-excavated and relocated utilities, relocated irrigation, added tree locations, bio-basin enlargement due to construction activities. In areas with high potential for encountering cultural material, equipment used for screening had to be remobilized to the site to complete screening of generated soils from excavation.

Added Cost This Task: \$67,362.62

Task 9 Archaeological Monitoring of Construction Grading and Added Utility Work:

All grading and earthwork within the construction zone related to the Citracado Parkway Extension Project shall be monitored by a qualified archaeologist. The archaeological monitor will be responsible for the production of a daily monitoring log to record the location of daily monitoring and any recovery of archaeological materials. Within the limits of grading, particular attention will be paid to the cultural resources identified within the Area of Potential Effects, including SDI 12,209 and SDI-8280, two known culturally sensitive areas within the project footprint.

Significant changes were made to the irrigation system along with excavation of relocated storm drain utilities, correction work to utilities and bio basins, etc. that were damaged, etc. to both potable and reclaimed water systems included in the project along with other utility systems deeper than originally designed, and now in cultural soil require additional work to monitor potholing and installation of facilities in the area of the Escondido Creek's northern levee are necessary to ensure compliance with environmental permitting requirements.

Added Cost This Task: \$12,220.00

Task 10 Native American Monitoring:

Native American monitors are required to be on site whenever excavation work into undisturbed soils within SDI-12,204 and SDI-12,209 takes place. Added work was required due to re-excavated and relocated utilities, relocated irrigation, added tree locations, bio-basin enlargement due to construction activities. The added costs include the mileage reimbursement they request.

Added Cost This Task: \$45,024.53

Task 16A Laboratory Processing of Artifact Collections:

Final cataloging of the extensive artifact collections from the controlled grading process from 2020, 2021, and now 2022 will take place at the BFSA laboratory. Special studies, including radiocarbon dating, faunal analysis, obsidian hydration and sourcing, and flake attribute analysis, may be conducted to exhaust the research potential of the site areas impacted by the project. At the conclusion of the laboratory processing, all non-repatriated artifacts shall be prepared for permanent curation at the San Diego Archaeological Center (SDAC) unless the Native American representatives request reburial of artifacts at the KLPA. The scope of this task will be based upon the results of any subsequent data recovery excavations needed to address discoveries made during the controlled grading process. Further, if other cultural deposits are discovered within the project alignment outside of the area of controlled grading at SDI-12,209, and additional artifact collections are generated, the laboratory processing of that material would be added to this task. The SDAC will require a fee to accept collections from this project. The fee is dependent upon the size of the collection.

Once initial screening and preliminary sorting of cultural material is completed at the project site, all material collected is brought to a laboratory for greater review by archeological staff and Native American representative. Due to added soils and higher than anticipated quantities of material and cultural deposits, additional work to process, catalog and document findings is needed to remain compliant with project permits. Because the added excavated soil is very culturally rich, additional time to review collected samples as with previously collected materials. Because of the culturally rich soil, Native American monitors are inclined to provide more oversight reviewing our staffs processing of the added soils. Their participation is allowed and encouraged.

Added Cost This Task: \$138,692.31

Total Added Costs for All Tasks: \$260,190.84

RESOLUTION NO. 2025-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, THE EIGHTH AMENDMENT TO THE CONSULTING AGREEMENT WITH TY LIN INTERNATIONAL FOR THE CITRACADO PARKWAY EXTENSION PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the Citracado Parkway Extension Project ("Project"); and

WHEREAS, on February 5, 2020, the City Council adopted Resolution No. 2020-08 authorizing execution of a Consulting Agreement with TY Lin International in the amount of \$1,596,544 for the construction management of the Project; and

WHEREAS, on June 22, 2022, the City Council adopted Resolution No. 2022-82 authorizing execution of a first amendment to the Consulting Agreement with TY Lin International in the amount of \$982,162.51 for the continued construction management of the Project; and

WHEREAS, on September 21, 2023, the City Manager executed a second amendment to the Consulting Agreement with TY Lin International in the amount of \$191,295 for the continued construction management of the Project; and

WHEREAS, on October 11, 2023, the City Council adopted Resolution No. 2023-123 authorizing execution of a third amendment to the Consulting Agreement with TY Lin International in the amount of \$845,013 for the continued construction management of Project; and

WHEREAS, on April 17, 2024, the City Council adopted Resolution No. 2023-45 authorizing execution of a fourth amendment to the Consulting Agreement with TY Lin International in the amount of \$389,823 for the continued construction management of Project; and

WHEREAS, on August 2, 2024, the City Manager executed a fifth amendment to the Consulting Agreement with TY Lin International in the amount of \$197,380 for the continued construction management of the Project; and

WHEREAS, on August 14, 2024, the City Council adopted Resolution No. 2024-116 authorizing execution of a sixth amendment to the Consulting Agreement with TY Lin International in the amount of \$376,460 for the continued construction management of Project; and

WHEREAS, on December 31, 2024, the City Manager executed a seventh amendment to the Consulting Agreement with TY Lin International in the amount of \$196,572 for the continued construction management of the Project; and

WHEREAS, additional construction management services are required of TY Lin International to support the construction of the Project in the amount of \$98,220.

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

1. That the above recitations are true.
2. That Mayor is authorized to execute, on behalf of the City, an Eighth Amendment to the

Consulting Agreement with TY Lin International, which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.

3. That the City Manager is authorized to approve all amendments to this Agreement up to an additional \$100,000, which shall bring the cumulative Agreement price to \$4,973,469.51.



CITY OF ESCONDIDO
EIGHTH AMENDMENT TO CONSULTING AGREEMENT

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

Between: CITY OF ESCONDIDO
 a California municipal corporation
 201 N. Broadway
 Escondido, CA 92025
 Attn: Owen Tunnell
 760-839-4087
 ("CITY")

And: T.Y. Lin International
 a California corporation
 404 Camino del Rio South, Suite 700
 San Diego, CA, 92108
 Attn: Joseph Smith
 619-692-1920
 ("CONSULTANT").

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

WHEREAS, the Parties entered into that certain Consulting Agreement dated March 9, 2020, which was subsequently amended by a First Amendment dated August 11, 2022, a Second Amendment dated September 21, 2023, a Third Amendment dated October 31, 2023, a Fourth Amendment dated May 15, 2024, a Fifth Amendment dated August 2, 2024, a Sixth Amendment dated September 18, 2024, and a Seventh Amendment dated December 31, 2024 (collectively, the "Agreement"), wherein CITY retained CONSULTANT to provide services for construction management, inspection and material testing for the Citracado Parkway Extension Project, as more specifically described in the Agreement; and

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

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

1. The CONSULTANT shall furnish all of the Services described in "Attachment A" to this Eighth

Amendment.

2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of \$98,220, pursuant to the conditions contained in "Attachment A" to this Eighth Amendment.
3. All other terms of the Agreement not referenced in this Eighth Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Eighth, this Eighth Amendment shall prevail.
4. This Eighth Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
5. This Eighth Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Eighth Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
6. Unless a different date is provided in this Eighth Amendment, the effective date of this Eighth Amendment shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

T.Y. Lin International

Date: _____

Joseph Smith, Vice 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

T.Y. Lin International, a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with continued consulting services related to the construction of the City's Citracado Parkway Extension Project ("Project").

B. Location

Consultant shall provide continued services relating to improvements being constructed within the Project site, including the existing portion from West Valley Parkway to South Andreasen Drive, Escondido. Please see **Exhibit 1** to this Scope of Work, which is attached hereto and incorporated by this reference, for the Project site map.

C. Services

1. Consultant shall continue to provide construction management services to help resolve outstanding construction related issues such as close out of all remaining landscaping and irrigation work, environmental closeout, review and response to all submitted extra work invoices recently submitted, negotiations for additional funding from Rincon for additional work that was completed as part of the project, review and negotiation of remaining disputed work items submitted by the project contractor, and provide support to City staff in the event all disputed items cannot be resolved prior to project closeout.
2. Services provided pursuant to the Eighth Amendment shall be in accordance with the Consultant's proposal, which is attached hereto as **Exhibit 2** to this Scope of Work and incorporated herein by this reference. In the event of a conflict between this Eighth Amendment and Exhibit 2, the terms of this Eighth Amendment shall prevail.

D. Scheduling

Inquires relating to this Eighth Amendment, including scheduling and coordination with City staff, shall be directed to Matt Souttere at 760-214-4718 or matt.souttere@escondido.gov.

E. Contract Price and Payment Terms

The contract price of this Eighth Amendment shall not exceed **\$98,220**. The contract price of this Eighth Amendment includes all labor, materials, equipment, and transportation required to perform the work, and shall bring the cumulative contract price of the Agreement to **\$4,873,469.51**.

Services shall 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 Eighth Amendment shall be from the Effective Date of this Eighth Amendment through resolution of all disputes for the Project. This is anticipated by December 31, 2025.

EXHIBIT "1"

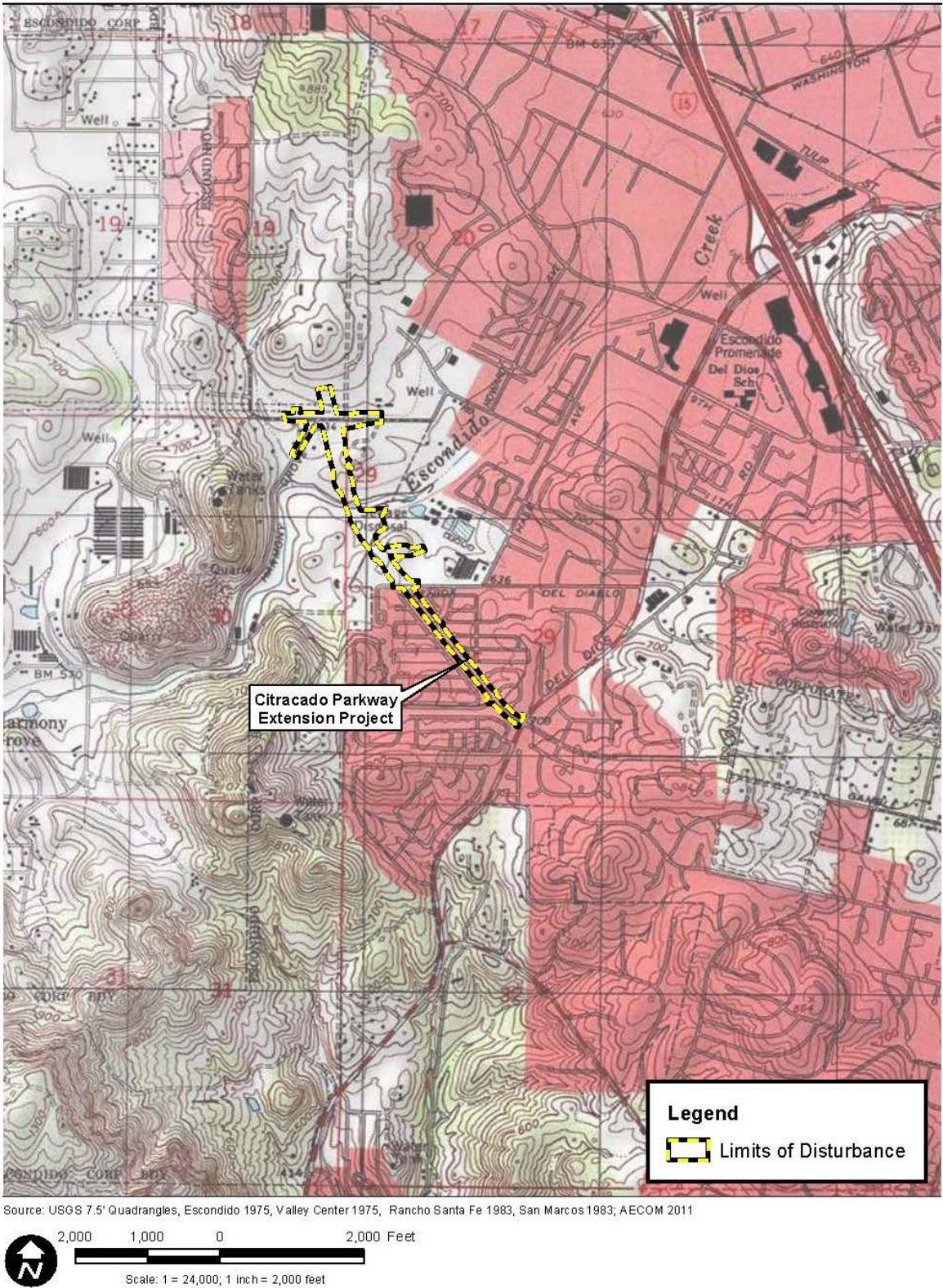


EXHIBIT “2”

Please see attached.

EXHIBIT 2

Prepared for: City of Escondido
CITRACADO PARKWAY EXTENSION PROJECT
Amendment to address outstanding EWBs and COE support
4/28/2025



NAME	POSITION	Post activities (EWBs and COE Support)								Fee Estimate										
		2025								Labor Rates		2024-2025		ODCs	Total		Subtotal per Firm			
		April	May	June	July	August	Sept.	Oct.	Nov.	2024	2025	Hours	\$	\$	Hours	\$	%			
T.Y. LIN																		T.Y. LIN		
BRIAN ROCHELLE, PE	DEP RE/STRUCTURE REP/FIELD ENGINEER	40	40	25	25	15	15	10	10	\$203.28	\$209.38	180	\$37,688	\$5,000	180	\$42,688	43.46%	\$98,220	100.0%	
												0	\$0		0	\$0	0.00%			
												0	\$0		0	\$0	0.00%			
WADE DURANT, PE	SCHEDULE REVIEWS/CCOs/CLAIMS	10	40	40	40	25	25	25	25	\$234.41	\$241.44	230	\$55,532		230	\$55,532	56.54%			
																			\$0	
												0	\$0	\$0	0	\$0	0.00%	\$0	0.0%	
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												0	\$0		0	\$0				
												410	\$93,219.84	\$5,000.00	410	\$98,220	100%	Totals	100%	

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, APPROVING THE 2024
OMNIBUS ZONING CODE UPDATE THAT AMENDS
VARIOUS ARTICLES OF THE ESCONDIDO ZONING CODE
AND ONE AMENDMENT TO THE ESCONDIDO
SUBDIVISION ORDINANCE

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

SECTION 1. The City Council makes the following findings:

- a) The City of Escondido Planning Division conducts an annual review of the Escondido Zoning Code to determine if any revisions are necessary to reflect State mandated changes, to correct errors or inconsistencies, and to address land use considerations that have previously been overlooked.
- b) Planning Division staff identified the need to amend Chapter 32, Article 2 (Tentative Maps) and Chapter 33, Articles 1 (General Provisions and Definitions), 6 (Residential Zones), 16 (Commercial Zones), 26 (Industrial Zones), 30 (Hazardous Chemical Overlay (H-C-O) Zone), 37 (Public Art), 39 (Off-Street Parking), 57 (Miscellaneous Use Restrictions), 61 (Administration and Enforcement), 65 (Old Escondido Neighborhood), 66 (Sign Ordinance), 67 (Density Bonus and Residential Incentives), 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of the Escondido Municipal Code.
- c) The Planning Commission of the City of Escondido held a duly noticed public hearing on January 14, 2025, to consider the 2024 Omnibus Zoning Code Update amendments and recommended approval of the items as provided in Exhibit "B."

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



STAFF REPORT

May 7, 2025
File Number 0810-30

SUBJECT

BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ESCONDIDO

DEPARTMENT

Development Services Department and Fire Department

RECOMMENDATION

Request the City Council receive the informational presentation provided by staff and provide direction to staff on next steps related to:

- Development of regulation (if any) surrounding battery energy storage systems;
- The in-place interim urgency ordinance prohibiting new commercial battery energy storage systems.

Staff Recommendation: Receive and File (Development Services Department: Christopher W. McKinney, Deputy City Manager/Interim Director of Development Services)

Presenter: Veronica Morones, City Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

Directing staff to develop a health and safety ordinance and/or land use ordinance would result in fiscal impacts associated with the staffing resources needed to develop such ordinances. Depending on the direction of the City Council with regard to ordinance development, funds may be needed for subject matter expert procurement to assist in the development of such ordinance(s). At this time, no identified dollar value is known and further research would be required. City staff would return to a future City Council meeting to provide more specific fiscal analysis.

PREVIOUS ACTION

On August 28, 2024, the City Council adopted Resolution No. 2024-113 expressing its position and recommendations on Battery Energy Storage Systems projects in and adjacent to the City of Escondido.



CITY of ESCONDIDO

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On October 9, 2024, the City Council adopted, with modification, Ordinance No. 2024-12R, an Interim Urgency Ordinance prohibiting new commercial Battery Energy Storage Systems within the City of Escondido (“City”) for 45-days.

On November 20, 2024, the City Council adopted Ordinance No. 2024-14R, extending Urgency Ordinance No. 2024-12R for up to 10 months and 15 days so as to provide staff with additional time to study potential impacts of commercial BESS facilities.

BACKGROUND

Prior Action

On October 9, 2024, the City Council adopted, with modification, Ordinance No. 2024-12R, pursuant to Government Code 65858(a), approving a 45-day prohibition on new commercial Battery Energy Storage Systems (“BESS”) within the City. On November 20, 2024, the City Council adopted, with modification, Ordinance No. 2024-14R, extending the October 9, 2024 adopted ordinance for up to an additional 10 months and 15 days. Together, both ordinances are referred to throughout this report as the “Urgency Ordinance”. The Council approved the Urgency Ordinance with a modification directing City staff to include evaluation of minimum workforce standards, establishing a threshold of “small” versus “large” systems, evaluation of the San Diego County’s BESS Best Practice Guidance, and development of an emergency response plan in their study of commercial BESS facilities.

The Urgency Ordinance prohibits any use, permit, variance, building permit, business license, or any other entitlement from being approved or issued for establishment, construction, or operation of a commercial BESS facility within the City. Pursuant to Government Code 65858, establishment of the initial urgency ordinance allowed for a 45-day prohibition, and further allows for the 10-month and 15-day extension of the Urgency Ordinance, which if not rescinded, will expire on October 5, 2025.

Between adoption of Urgency Ordinance No. 2024-12R on October 9, 2024 and the subsequent extension on November 20, 2024, staff continued to review, study, and consider land use development policies and standards related to commercial BESS facilities that could be added to the City’s Zoning Ordinance and General Plan. As identified in the 10-day Report (Exhibit “A” to Ordinance No. 2024-14R and available on the City’s website) staff found at least one city within California with an adopted “Energy Storage Facility” Ordinance (City of Beaumont, Ordinance No. 1142), prohibiting energy storage facilities in all zones except their industrial zone; adopting definitions for jargon associated with BESS facilities; and adopting use standards for such facilities. Staff also reviewed contemporary literature on BESS facilities and contacted potential affected parties associated with a commercial BESS facility prohibition and policy development. As of November 20, 2024, staff had contacted at least one stakeholder with knowledge on minimum workforce standards associated with commercial BESS facilities. Additionally, City staff continued review of the cause of the BESS fire located at 571 Enterprise Street. Finally, the Escondido Fire Department continued to work with the County of San Diego regarding their policy recommendations for BESS projects.



CITY of ESCONDIDO

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Outreach Efforts

Since November 20, 2024 and the adoption of the Urgency Ordinance extension, City staff met with over a dozen different stakeholders, ranging from individuals to public agencies and private interest groups. These interested parties proactively reached out to the City for discussion. Topics discussed during meetings included, but were not limited to: workforce standards; general concerns regarding public health and safety; educational information on BESS technology and processing; interest and opinions on the City's actions moving forward—including support or opposition of the City's interim ordinance; and the need for clean energy systems and grid stability. One of the broader themes expressed by BESS proponents entails a desire for certainty regarding regulation (i.e., adoption of any regulation rather than ambiguity). Table 1 below identifies all parties City staff met with regarding BESS facilities and Urgency Ordinance 2024-12R.

Table 1 – BESS Related External Meetings

No.	Stakeholder	Stakeholder Type	Meeting date
1	San Diego Gas and Electric (SDG&E)	Utility	April 15, 2025
2	Clean Energy Alliance (CEA)	Community Choice Aggregation Program	April 15, 2025 and April 25, 2025
3	San Diego Community Power	Community Choice Aggregation Program	April 15, 2025
4	California Strategies	Interest group	April 15, 2025
5	Southwest Strategies	Interest group	April 15, 2025
6	Middle River Power	Power Plant Operator/Developer	January 31, 2025
7	Joe Rowley	Individual	January 13, 2025
8	CA Public Utility Commission (CPUC)	Government Agency	January 3, 2025
9	CA Energy Commission (CEC)	Government Agency	January 3, 2025
10	AES	Interest group	December 19, 2024 and April 15, 2025
11	Andrew Goldstone	Individual	November 20, 2024



CITY of ESCONDIDO

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12	City of Surprise, Arizona	Government Agency	November 14, 2024
13	IBEW Local Union 569	Union	November 14, 2024 and April 15, 2025
14	San Diego Regional Chamber of Commerce	Private Entity	April 15, 2025
15	Energy Response Group	Interest group	April 15, 2025

Workforce Standards

During the November 20, 2024 City Council meeting, the City Council included direction for staff to evaluate minimum workforce standards. At this time, staff are still in the preliminary phases of researching best practice surrounding minimum workforce standards in BESS facility regulation. Staff spoke with a representative of the International Brotherhood of Electrical Workers (IBEW), Union 569, who advocated for the City's incorporation of a minimum workforce requirement on the following topics:

- Require energy storage and microgrid training via ESAMTAC certification;
 - ESAMTAC is a nonprofit, brand neutral, national training and certification program based on standards and codes developed and/or approved by the National Fire Protection Association ("NFPA"), National Electrical Installation Standards ("NEIS"), National Electrical Code ("NEC"), American National Standards Institute ("ANSI"), and the Electric Power Research Institute ("EPRI"). ESAMTAC is a nonprofit organization supported by industry contributions, and by the National Science Foundation.
 - ESAMTAC credentials ensure worker(s) and contractor(s) have undergone training related to safe and effective assembly, testing, commissioning, maintenance, repair, retrofitting, and decommissioning of energy storage and microgrid ("ESM") systems.
- Require C-10 certified contractors, thereby requiring use of state certified electricians for install and maintenance.
 - The C-10 specialty licensure requires any electricians working under a C-10 contractor be state certified electricians. Certification of electricians is not required for contractors licensed under different classes, such as those for low voltage systems.
 - The California Department of Industrial Relations Electrician Certification Program certifies electricians for purposes of C-10 compliance.
 - All electricians who make connections of greater than 100-volt amps who work for C-10 Contractors are required to be certified state electricians.

Based on preliminary research, the requirement for use of a C-10 certified contractor has been adopted by at least one jurisdiction in California—Kern County. Their BESS regulations (incorporated into their Fire



CITY of ESCONDIDO

STAFF REPORT

Code) require use of a C-10 license for their fire alarm systems and gas detection systems thereby assuring state certified electricians are used.

Further, City staff reviewed the County of San Diego's BESS Best Practices Guide for reference to minimum workforce standards. The guide identifies "workforce training and quality checks during energy storage" as recommended mitigation to ensure potential causes leading to BESS failures/incidents are reduced.

County of San Diego Guidelines

The City Council directed City staff to consider the San Diego County BESS Best Practice Guidance as part of next steps during the Urgency Ordinance. At the time of the November 20, 2024 meeting to extend the Urgency Ordinance, the draft guidance had yet to be presented before the County Board of Supervisors. Since then, the County Board of Supervisors reviewed the final draft guidance and voted to receive the document and determined that it was best to leave the BESS requirements up to the County Fire Chief.

San Diego County began developing its BESS Best Practice Guidance in response to the increasing complexity and potential hazards posed by energy storage technologies. The intent of this document is to support the County's review and permitting process for BESS by providing clear direction on how to meet the intent of Section 1.1.2 of the California Fire Code ("CFC"). This section emphasizes the importance of safeguarding public health, safety, and welfare from fire, explosion, or dangerous conditions in both new and existing structures. As BESS technology has rapidly evolved, its associated risks have in some cases outpaced existing fire code provisions, prompting the need for more robust interim standards that exceed the current CFC to ensure adequate safety measures.

The development of these guidelines was a collaborative effort led by a consultant hired by the County, working alongside the Development Services and the 11 other County Fire Marshal groups. As the contract Fire Department for the Rincon Del Diablo Water District, the Escondido Fire Department ("EFD") was directly involved as a stakeholder, given that these guidelines would apply to developments within the district. Fire Department staff participated in the initial review process, offering feedback and comments on the draft document. While the Board of Supervisors has not yet formally adopted permanent regulations, it has delegated the authority to enforce the interim guidance to the County Fire Chief. Permanent County BESS regulations are anticipated to be reviewed and potentially adopted in late 2025, in alignment with future updates to state-level fire codes.

The County's interim BESS guidelines lay out several key development and safety standards. These include strict compliance with NFPA and California Fire Code requirements, the installation of advanced fire suppression systems, and comprehensive hazard analyses—particularly around thermal runaway and plume modeling—to determine safe evacuation parameters. Projects must observe a minimum 100-foot setback from property lines and allow emergency vehicle access within 150 feet of the system. The guidelines also mandate the integration of enhanced safety technologies such as UL 864-compliant fire detection systems, explosion prevention features, and Battery Management Systems. All installations must undergo independent safety reviews and third-party verification of new technologies to ensure operational integrity.



CITY of ESCONDIDO

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The EFD perspective, as the Fire Department responsible for ensuring the safety of developments in the City of Escondido, is that the City should follow the County's interim BESS guidelines. These standards provide a comprehensive framework that reflects best practices and addresses safety concerns not yet fully captured in existing codes. By aligning with the County's approach, the City would not only uphold our commitment to public safety but also ensure consistency and clarity for developers operating within our jurisdiction—one of the key factors expressed by BESS proponents during preliminary outreach. However, it should be noted that staff anticipate new BESS regulation in the upcoming CFC cycle update. This draft language has not been released but staff intend to review the anticipated new CFC code language against the County's guidelines for consistency purposes. Therefore, direction from the Council to abide by the County's guidelines in the interim—similar to the Board of Supervisor's approach—would allow some assurance and certainty for BESS developers.

The County's Guidelines can be found here:

<https://engage.sandiegocounty.gov/26597/widgets/91161/documents/61679>

Emergency Response Plan Development

The Council directed staff to consider the development of an emergency response plan in relation to BESS facilities. Currently, state regulations adopted under Senate Bill (SB) 38 (2023) require each battery energy storage facility located in the state to have an emergency response and emergency action plan that covers the premises of the battery energy storage facility. The law requires the owner or operator of the facility, in developing the plan, to coordinate with local emergency management agencies, unified program agencies, and local first response agencies. The law requires the owner or operator of the facility to submit the plan to the county and, if applicable, the city where the facility is located.

Additionally, the San Diego County's BESS Best Practice Guidelines details several response plans that are recommended for facilities, including emergency operation plans, emergency response and action plans, and fire safety and evacuation plans. Each plan type serves a different function and need in the event of an emergency, and should the City Council direct staff to follow and/or adopt the County's guidelines, certain BESS facilities would be required to provide such additional plans at the discretion of the Fire Chief.

571 Enterprise Fire

At the time of writing this staff report, a final report on the 571 Enterprise BESS facility fire has yet to be released by San Diego Gas and Electric ("SDG&E"). While the City does not monitor the utility's internal investigation, staff will continue to engage with the utility to obtain any necessary and relevant information related to the incident.

Next Steps

Based on the preliminary information provided in this staff report, City staff request additional direction from the City Council on next steps regarding BESS facility regulations and the current Urgency Ordinance in effect. Table 2 below provides a number of options the City Council may consider and direct staff to undertake; however, the list below is not meant to be exhaustive.



CITY of ESCONDIDO

STAFF REPORT

Table 2 – City Council Options for Staff Direction

With regard to regulations:
<p>Option 1: Abandon further progress on formal BESS regulations.</p>
<p>Option 2: No further movement on adoption of formal regulations and instead direct staff to abide by the County's Guidelines on BESS facilities.</p> <p>Timeframe: Immediate.</p>
<p>Option 3: Direct staff to incorporate the County's Guidelines as part of the upcoming CFC required update resulting in adopted guidelines within the City's Fire Code (<i>staff recommended</i>).</p> <p>Timeframe: Formal adoption of safety regulations for BESS facilities anticipated by the Fire Department at the start of 2026.</p>
<p>Option 4: Direct staff to develop City-specific safety regulations as part of the upcoming CFC update (i.e., safety regulations that are not the County's Guidelines).</p> <p>Timeframe: 12-18 months; development of City-specific regulations would take additional staffing capacity and funding may be needed.</p>
<p>Option 5: Direct staff to develop City-specific land use regulations (i.e., zoning ordinance) for BESS facilities, in addition to- or in lieu of- a safety ordinance as part of the CFC update.</p> <p>Timeframe: ~18 months; development of City-specific land-use regulations would take subject matter expertise and additional staffing capacity. Funding for development of a land use ordinance would be requested by staff for purposes of consultant support and environmental review.</p>
With regard to the current Urgency Ordinance:
<p>Option A: Maintain the Urgency Ordinance until its expiration set for October 5, 2025.</p> <p>Note: The Urgency Ordinance may be extended for another 12-months following Oct. 5, 2025 (Gov. Code section 65858(a)).</p> <p>Note: Assembly Bill (AB) 205 (2022) grants the CA Energy Commission (CEC) authority to permit certain clean and renewable energy facilities, including BESS, in lieu of any permit that would normally be required by the local land use authority and most, but not all, state permits.</p>
<p>Option B: Rescind the Urgency Ordinance any time before October 5, 2025.</p>



CITY *of* ESCONDIDO

STAFF REPORT

ATTACHMENTS

- a) Attachment "1" - Adopted Urgency Ordinance 2024-12R
- b) Attachment "2" - November 20, 2024 City Council Staff Report
- c) Attachment "3" - October 4, 2024 City Council Staff Report

ORDINANCE NO. 2024-12R

AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO PROHIBITING NEW COMMERCIAL BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ESCONDIDO, ADOPTED AS AN URGENCY MEASURE; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

WHEREAS, the City of Escondido, California, ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, in general, a Battery Energy Storage Systems ("BESS") facility collects energy from the grid, stores it, and then discharges that energy later to provide electricity or other grid services when needed, typically at times of high demand; and

WHEREAS, Escondido Energy Center, LLC ("Applicant") is proposing to construct a BESS facility on land currently owned by Escondido Energy Center, LLC located at 1968 Don Lee Place (Assessor's Parcel No.: 228-381-74-00); and

WHEREAS, on February 7, 2024, Applicant filed a land use development application (Planning Case No. PL24-0037), constituting a request for Major Plot Plan to establish a 50-megawatt (MW) BESS facility comprised of 31 lithium-ion battery storage enclosures. The proposed project is located within the General Industrial (M-2) zoning designation. Article 26 of the Escondido Zoning Ordinance (Chapter 33 of the Escondido Municipal Code) permits for a wide-range of activities, including those considered "heavy" or "intensive" outside storage needs, heavier equipment, and operational characteristics that require the least restrictive design standards. The General Industrial zoning designation specifically allows for power plants, oil refineries and bulk stations, transmission facilities, and uses involving hazardous chemicals and waste, all of which are similar in intensity of a BESS; and

WHEREAS, a BESS within the General Industrial zone would be permitted via the Major Plot Plan review process as outlined and pursuant to Article 61 (Administration and Enforcement), Division 8 (Plot Plans) of Chapter 33 (Zoning) of the Escondido Municipal Code; and

WHEREAS, the City's current Zoning Regulations do not contain criteria specifically for BESS facilities; and

WHEREAS, in 2022, the Governor signed into law Assembly Bill 205 ("AB 205"), which expands the California Energy Commission's ("CEC") powerplant siting authority- previously limited to thermal powerplants-to certain renewable energy facilities, including energy storage systems (as defined in Pub. Util. Code section 2835) that are capable of storing 200 Megawatt-hours or more of electrical energy; and

WHEREAS, pursuant to AB 205 (as codified at Pub. Res. Code Division 15, Chapter 6.2), an applicant proposing to build a qualifying energy facility may file an "opt- in application for certification" at the CEC and the CEC's permitting authority over the proposed project is "in lieu of any permit, certificate, or similar document required by a state, local, or regional agency, or federal agency, to the extent permitted by federal law, for those facilities"; and

WHEREAS, in reviewing so-called opt-in projects, the CEC functions as the Lead Agency for purposes of California Environmental Quality Act ("CEQA") review. In certifying an opt-in project, the CEC must make certain findings; and

WHEREAS, whether or not an Applicant's proposed project requires local entitlement approvals, there remain significant public safety-related concerns that must be analyzed prior to any BESS project moving forward within Escondido, whether at the 1968 Don Lee Place site or elsewhere in the community; and

WHEREAS, there have been several recent fires at BESS facilities in and around the City as well as throughout California and nationwide. BESS facilities that use lithium-ion batteries create particularly unique fire and explosion hazards. Lithium-ion batteries are considered inherently safe and stable but certain conditions elevate the risk of fire such as impacts, puncture, or mechanical damage, overcharging, overheating, and short circuits. The site for the pending application is within 700 feet of established residential uses located within the County; and

WHEREAS, on August 28, 2024, the City Council adopted Resolution No. 2024-113, which is incorporated herein as though set forth in full, outlining the Council's concerns with the proliferation of BESS projects in and around the City of Escondido, including negative economic impacts inconsistent with the City's adopted 2023 to 2028 Comprehensive Economic Development Strategy and potential public health and safety risks associated with the ignition of fires, including "thermal runaways," from these facilities; and

WHEREAS, on September 5, 2024, at approximately 12:09 p.m., the Escondido Fire Department responded to a fire at a 30 MW San Diego Gas and Electric ("SDG&E") BESS facility located at 571 Enterprise Street within the City of Escondido ("incident"). The incident entailed an active fire of a Lithium-Ion battery bank used for the purposes of energy storage. Due to specific hazards resulting from the burning of Lithium-Ion batteries, the City deployed a defensive strategy focused on protecting adjacent structures containing additional batteries and implemented evacuations of the surrounding area. Mandatory evacuations resulting from the incident included an area approximately one square mile for approximately 48-hours. Certain Escondido Unified School District schools and facilities shut down as a result of the fire as well. Responders from the Escondido Fire Department and Police Departments, as well as the San Diego County Hazardous Materials Division, Health Departments, and SDG&E monitored the site, including water and air sampling for

public health and safety; and

WHEREAS, on October 7, 2023, the Governor of California signed into law Senate Bill 38 ("SB 38"), which amends California Public Utilities Code Section 761.3 to address safety concerns with BESS projects. SB 38 requires every BESS facility in California to establish an emergency response and emergency action plan for the facility to protect surrounding residents, neighboring properties, emergency responders, and the environment. The BESS facility owner or operator must coordinate with local emergency management agencies, unified program agencies, and local first responders to develop the plan, and submit the plan to the county and the city where the facility is located; and

WHEREAS, given the fairly new technology, lack of long-term study of the performance and risk associated with these facilities, as well as the ever-increasing megawatt capacity of these projects, the City of Escondido has not had an adequate opportunity to undertake a comprehensive study of the developing technologies and designs such that it can publish appropriate development guidelines for these projects to ensure the public's welfare and safety; and

WHEREAS, California Government Code Section 65858 provides that, without following the procedures otherwise required prior to the adoption of a zoning ordinance, an urgency measure in the form of an interim ordinance may be adopted by a four-fifths vote of the City Council to protect the public from a current and immediate threat to the public health, safety, or welfare resulting from a contemplated zoning proposal. Government Code Section 65868 further provides that such an urgency measure shall be effective for only 45 days following its adoption, but may be extended beyond the initial 45-day period, following compliance with that Section, for an additional 10 months and 15 days and subsequently for an additional 12 months; and

WHEREAS, the potential for development of new commercial BESS facilities within the City of

Escondido without adequate land use policies and standards in place to implement SB 38 and to prevent potentially catastrophic interference with nearby communities presents a current and immediate threat to the public's safety and welfare, and the approval of use permits, building permits, or other applicable entitlements for such uses would result in that threat to public safety and welfare; and

WHEREAS, while this interim ordinance is in effect, the City intends to study and consider land use development policies and standards related to BESS facilities that should be added to the City's General Plan and Zoning Regulations and minimum workforce standards and develop an emergency response plan; and

WHEREAS, the City Council has the authority under Government Code Sections 36934 and 36937(b) to adopt an ordinance that takes effect immediately if it is an ordinance for the immediate preservation of the public peace, health or safety, contains a declaration of the facts constituting the urgency, and is passed by a four-fifths vote of the City Council; and

WHEREAS, the City finds it is necessary for the City Council to adopt this Interim Ordinance as an Urgency Ordinance, as set forth in the above recitals, which are incorporated herein by reference, and pursuant to the powers under Government Code Sections 36934 and 36937(b), for the immediate preservation of the public health and safety.

NOW, THEREFORE, the City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. This Interim 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. Here, the Interim Ordinance will prohibit certain projects from proceeding for a period of time during which the City will study the potential development. As a result, this Interim Ordinance 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. Here, the Interim Ordinance will prohibit certain projects from proceeding for a period of time during which the City will study the potential development. This activity is meant to prevent or mitigate the loss of, or damage to, life, health, property, and essential public services by studying the hazards associated with BESS facilities, such as unique fire and explosion hazards, for potential development of zoning regulations for BESS facilities.

SECTION 3. From and after the date of enactment of the Interim Ordinance, no use permit, variance, building permit, business license, or any other entitlement for use shall be approved or issued for the establishment, construction, or operation of a commercial BESS facility for any location or property within the City of Escondido, unless a use permit was approved prior to October 9, 2024, authorizing the establishment, construction, and operation of the commercial BESS facility, in which case the commercial BESS facility may continue in operation as approved but may not be replaced or modified in any manner that would require revision or amendment to the use permit under the City's Zoning Regulations. As used in this Interim Ordinance, the term "commercial" means the use of a BESS facility to provide electricity to third parties, for consideration.

SECTION 4. This Interim Ordinance is urgently needed for the immediate preservation of the public health, safety, and welfare based on the findings herein. It shall take effect immediately upon

adoption and shall be of no further force and effect 45 days following the date of its adoption, unless earlier repealed by the City Council or extended in accordance with the provisions set forth in California Government Code Section 65858.

SECTION 5. The penalties for land use violations that are prescribed in Sections 33-1310 through 33-1313 of the Municipal Code shall apply to violations of the provisions of this Interim Ordinance.

SECTION 6. If any provision of this Interim Ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the Interim Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this ordinance are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

SECTION 7. The City Council hereby directs staff to prepare, execute, and file with the County of San Diego Clerk a Notice of Exemption within five (5) working days of the adoption of this Interim Ordinance.

SECTION 8. This Interim Ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and shall be interpreted in light of that intent.

SECTION 9. Unless extended by City Council, this Interim Ordinance shall remain in effect until close of business on November 23, 2024.

SECTION 10. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 11. Pursuant to Government Code Sections 36934 and 36937(b), this Ordinance shall be effective immediately upon its adoption.

SECTION 12. The City Clerk is hereby directed to certify to the immediate passage of this Interim Ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 9th day of October, 2024 by the following vote to wit:

AYES : Councilmembers: C. GARCIA, J. GARCIA, MARTINEZ, MORASCO, WHITE

NOES : Councilmembers: NONE

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:
Dane White
19FFE5DB8C3B409...
DANE WHITE, Mayor of the
City of Escondido, California

ATTEST:

DocuSigned by:
Zack Beck
A58535D0BDC1420...
ZACK BECK, City Clerk of the
City of Escondido, California

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO : ss.
CITY OF ESCONDIDO)

I, Zack Beck, City Clerk of the City of Escondido, hereby certify that the foregoing ORDINANCE NO. 2024-12R passed at a regular meeting of the City Council of the City of Escondido held on the 9th day of October, 2024.

ZACK BECK, City Clerk of the
City of Escondido, California

ORDINANCE NO. 2024-12R



STAFF REPORT

November 20, 2024
File Number 0810-15

SUBJECT

EXTENSION OF INTERIM URGENCY ORDINANCE PROHIBITING NEW COMMERCIAL BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ESCONDIDO

DEPARTMENT

City Attorney's Office and Development Services Department

RECOMMENDATION

Request the City Council adopt Interim Ordinance No. 2024-14 extending Urgency Ordinance No. 2024-12R prohibiting new commercial Battery Energy Storage Systems within the City of Escondido, including the Report Regarding Measures Taken to Alleviate Conditions which Led to Adoption of Urgency Ordinance No. 2024-12R.

Staff Recommendation: None (Development Services: Christopher W. McKinney, Deputy City Manager)

Presenter: Veronica Morones, City Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

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

PREVIOUS ACTION

On August 28, 2024, the City Council adopted Resolution No. 2024-113 expressing its position and recommendations on Battery Energy Storage Systems projects in and adjacent to the City of Escondido.

On October 9, 2024, the City Council adopted, with modification, Ordinance No. 2024-12R, an Interim Urgency Ordinance prohibiting new commercial Battery Energy Storage Systems within the City of Escondido ("City") for 45-days.

BACKGROUND

At the October 9, 2024 City Council meeting, the Council adopted, with modification, Ordinance No. 2024-12, pursuant to Government Code 65858(a), approving a 45-day prohibition on new commercial Battery



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Energy Storage Systems (“BESS”) within the City (“Urgency Ordinance No. 2024-12R”). The Council approved Ordinance No. 2024-12R with a modification directing City staff to include evaluation of minimum workforce standards and development of an emergency response plan in their study of commercial BESS facilities.

Both the October 9, 2024 City Council staff report and adopted Urgency Ordinance No. 2024-12R are provided under Attachment “1” of this report. Urgency Ordinance No. 2024-12R prohibits any use, permit, variance, building permit, business license, or any other entitlement from being approved or issued for establishment, construction, or operation of a commercial BESS facility within the City. Urgency Ordinance No. 2024-12R will expire on November 23, 2024.

Extension of Urgency Ordinance and 10-Day Report

Under State law, after notice and a public hearing, an Interim Ordinance can be extended for 10 months and 15 days following the initial 45-day period by a **four-fifths vote by the City Council** (Government Code section 65858(a)). Upon adoption, this Ordinance (No. 2024-14) will extend the provisions of Urgency Ordinance No. 2024-12R for 10 months and 15 days to provide staff with additional time to study the potential impacts of commercial BESS facilities and measures for mitigating the public safety, health and welfare, and economic development concerns described in the Ordinance’s findings. Should the City Council choose to extend Urgency Ordinance No. 2024-12R for the maximum duration allowed under State law (10 months and 15 days) by adopting Ordinance No. 2024-14, then Urgency Ordinance 2024-12R would expire on October 5, 2025.

Under State law, the City Council must issue a written report describing the measures taken to alleviate the condition which led to the adoption of the initial Interim Ordinance 10 days prior to the expiration of the Interim Ordinance (Government Code section 65858(d)). Exhibit “A” to Ordinance No. 2024-14 provides such report and describes the measures taken to alleviate the condition which led to the adoption of Urgency Ordinance No. 2024-12R, as required by State law. The 10-day report was made publicly available no later than Wednesday, November 13, 2024, 10-days prior to the November 23, 2024 expiration of Urgency Ordinance No. 2024-12R.

Since the adoption of Urgency Ordinance No. 2024-12R on October 9, 2024, staff continue to review, study, and consider land use development policies and standards related to commercial BESS facilities that could be added to the City’s Zoning Ordinance and General Plan. As outlined in the 10-day Report (Exhibit “A” to Ordinance No. 2024-14) staff identified at least one city within California with an adopted “Energy Storage Facility” Ordinance (City of Beaumont, Ordinance No. 1142), prohibiting energy storage facilities in all zones except their industrial zone; adopting definitions for jargon associated with BESS facilities; and adopting use standards for such facilities. Staff also reviewed contemporary literature on BESS facilities and contacted potential affected parties associated with a commercial BESS facility prohibition and policy development. As of the writing of this report, staff contacted at least one stakeholder with knowledge on minimum workforce standards associated with commercial BESS facilities.



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Additionally, City staff continue to evaluate and review the cause of the BESS fire located at 571 Enterprise Street and evaluate the requirement for BESS facilities to develop an emergency response plan. Finally, staff is reviewing the County of San Diego's draft policy recommendations for BESS projects.

Based on this initial research and review, staff recommends additional deliberation and time to determine a best course of action for commercial BESS facility regulation. Staff remain concerned that a lack of local land use regulations surrounding commercial BESS facilities within the City would result in negative economic impacts inconsistent with the City's adopted 2023 to 2028 Comprehensive Economic Development Strategy and potential public health and safety risks associated with the ignition of fires, including "thermal runaways," from these facilities. Therefore, City staff recommend additional time to further investigate these issues, formulate recommendations for City Council consideration, and explore potential amendments to the City's Zoning Ordinance and/or General Plan to mitigate potential risks. Adoption of Ordinance No. 2024-14 by **four-fifths of the City Council** would extend Urgency Ordinance 2024-12R for an additional 10-months and 15-days unless earlier repealed, terminated, or extended by the City Council.

CEQA Determination

This Interim 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. Further, the 10-Day Report merely describes actions previously taken to alleviate the conditions which led to the adoption of Urgency Ordinance No. 2024-12R.

Alternatively, the Interim Ordinance is exempt from CEQA under CEQA Guidelines Sections 15061(b)(3), and, in the alternative, 15307, and, in the alternative, 15308. Here, this Interim Ordinance will extend the current prohibition on certain projects from being able to proceed for a period of time during which the City will study the potential development. This activity is meant to assure the protection of the environment and natural resources by studying the hazards associated with BESS facilities, such as unique fire and explosion hazards, for potential development of zoning regulations for BESS facilities. Further, the 10-Day Report merely describes actions previously taken to alleviate the conditions which led to the adoption of Urgency Ordinance No. 2024-12R.

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.

ORDINANCES

- a) Ordinance No. 2024-14



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- b) Ordinance No. 2024-14 – Exhibit “A” — 10-day Report Regarding Measures Taken to Alleviate Conditions which Led to Adoption of Urgency Ordinance No. 2024-12R

ATTACHMENTS

- a) Attachment “1” – October 9, 2024 City Council Staff Report and adopted Ordinance No. 2024-12R



STAFF REPORT

October 9, 2024
File Number 0810-15

SUBJECT

INTERIM URGENCY ORDINANCE PROHIBITING NEW COMMERCIAL BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ESCONDIDO

DEPARTMENT

Development Services Department and City Attorney's Office

RECOMMENDATION

Request the City Council adopt Ordinance No. 2024-12 approving, as an urgency measure, an Interim Ordinance to prohibit new commercial Battery Energy Storage Systems within the City of Escondido.

Staff Recommendation: None (Development Services: Christopher W. McKinney Deputy City Manager and Interim Director of Development Services)

Presenter: Veronica Morones, City Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

No direct fiscal costs are associated with the adoption of this interim urgency ordinance.

PREVIOUS ACTION

On August 28, 2024, the City Council adopted Resolution No. 2024-113, expressing its position and recommendations on Battery Energy Storage Systems projects in and adjacent to the City of Escondido.

BACKGROUND

A Battery Energy Storage Systems (BESS) facility collects energy from the grid, stores it, and then discharges that energy later to provide electricity or other grid services when needed, typically at times of high demand. A commercial BESS facility means a facility that would provide electricity to third parties.

At this time, the number of existing commercial BESS facilities within City limits is unclear; however, based on the California Energy Commission's California Energy Storage System survey, there may be up to 27 commercial BESS within zip codes 92025, 92026, 92027, and 92029. Further research would be required



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to determine which of these facilities are located within the City or within unincorporated areas subject to county regulations.

Currently, one application for entitlement of a commercial BESS facility is under review through the Development Services Department. On February 7, 2024, the City's Development Services Department received a submittal for a Major Plot Plan to establish a 50-megawatt (MW) BESS facility comprised of 31 lithium-ion battery storage enclosures at 1968 Don Lee Place. The proposed project is located within the General Industrial (M-2) zoning designation. The City's current zoning regulations do not contain criteria specifically for BESS facilities. The General Industrial Zone (Article 26 of Chapter 33 of the Escondido Municipal Code) permits for a wide-range of activities, including those considered "heavy" or "intensive" outside storage needs, heavier equipment, and operational characteristics that require the least restrictive design standards. The General Industrial zoning designation specifically allows for power plants, oil refineries and bulk stations, transmission facilities, and uses involving hazardous chemicals and waste, all of which are similar in intensity of a BESS.

The City Council approved a Major Plot Plan, Zoning Map Amendment, and Zoning Text Amendment for a commercial BESS located at 555 N. Tulip on December 6, 2023 ("Goal Line Project"). The Goal Line Project consists of a 50 MW commercial BESS which required a zoning designation change from Planned Industrial to General Industrial as part of the project's approval. The applicant has yet to move forward with any post-entitlement permitting processes, such as grading or building permits. The approved entitlement for the commercial BESS will expire on December 6, 2025 unless the applicant receives issuance of a grading or building permit, or files an Extension of Time through Development Services prior to the expiration date.

BESS Project Concerns

Known concerns surrounding commercial BESS facilities include economic development implications resulting from their remote management and low onsite staffing, and public health and safety hazards stemming from the potential for the ignition of fires, explosions and "thermal runaway" events (which, once initiated, are extremely difficult to extinguish).

The City's adopted 2023 to 2028 Comprehensive Economic Development Strategy ("CEDS"), a five-year roadmap which outlined a plan to improve the City's local economy, made many findings including that the City had relatively high concentrations of less-than-optimal industries and building types which can impede employment growth and economic opportunity and deter more robust drivers to the City's economy. Given the general operational model for BESS projects, placement of these projects in and around the City's jurisdiction fails on a number of counts: achieve the critical long-range goals of increasing economic and employment opportunities for City residents; optimize available properties to their highest and best land use; increase land values; and develop land uses that attract families and business investment. Proliferation of commercial BESS facilities may cause long-term static land use, negative



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impacts on existing residential land values, as well as disincentivize employers and businesses from locating into the area, and create lower-than-optimum local sales and ad valorem tax opportunities.

Further, commercial BESS facilities may burden the City with health and safety risks. The City is located in an area of San Diego County subject to severe and destructive wildfires and as such, its residents have been required to undertake extensive fire safety efforts at their homes and have experienced issues such as ever-increasing home insurance premiums or non-renewals of existing policies due to the potential of fires. Therefore, recent fires in and around Escondido, including the most recent BESS facility fire located at 571 Enterprise Street in the City of Escondido, raise concerns regarding health and safety and a question of what such risks may require from the City's fire and safety resources and personnel to battle such fires.

On October 7, 2023, Senate Bill 38 was signed into law to address safety concerns with commercial BESS projects by requiring commercial facilities in California establish an emergency response and emergency action plan for the facility to protect surrounding residents, neighboring properties, emergency responders, and the environment. The BESS Facility owner or operator must coordinate with local emergency management agencies, unifies program agencies, and local first responders to develop the plan and submit it to the county and city where the facility is located.

SB 38 recognizes the many hazards that commercial BESS facilities create. It provides that the mandated emergency response and action plan may consider responses to potential offsite impacts, such as poor air quality, threats to municipal water supplies, and those related to shelter-in-place orders and road closure notifications.

Urgency Ordinance

California Government Code Section 65858 provides that, without following the procedures otherwise required prior to the adoption of a zoning ordinance, an urgency measure in the form of an interim ordinance may be adopted by a four-fifth vote of the City Council to protect the public from a current and immediate threat to the public health, safety, or welfare resulting from a contemplated zoning proposal.

Section 65858 further provides that such an urgency measure shall expire 45 days following its adoption; however, such measure may be extended beyond the initial 45-day period, following compliance with Government Code Section 65868, for an additional 10 months and 15 days, and subsequently for an additional 12 months. Government Code Section 65858(d) requires the City issue a written report describing the measures taken to alleviate the condition which led to the adoption of the initial interim ordinance 10 days prior to expiration (i.e., 35-days after passage of the interim ordinance) for purposes of extending the urgency ordinance. Subsequent to the written report, Government Code Section 65858(a) allows for an initial 10-month and 15-day extension to provide the City with additional time to study the potential impacts of commercial BESS facilities and measures for mitigating the public safety, health and welfare concerns described above.



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With adoption of Ordinance No. 2024-12, the City Council would effectively prohibit any use permit, variance, building permit, business license, or any other entitlement for use from being approved or issued for the establishment, construction, or operation of a commercial BESS facility for any location or property within the City for the immediate preservation of public health, safety, and welfare based on the findings detailed in the ordinance.

CEQA Determination

This interim 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.

ORDINANCES

- a) Ordinance No. 2024-12



STAFF REPORT

May 7, 2025
File Number 0120-10

SUBJECT

BOARD AND COMMISSION INTERVIEWS

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council conduct interviews of applicants to fill vacancies on the City's Boards and Commissions.

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

Presenter: Zack Beck, City Clerk

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

COUNCIL PRIORITY – Eliminate Structural Deficit; Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido; Encourage Housing Development

FISCAL ANALYSIS

N/A

PREVIOUS ACTION

None

BACKGROUND

Terms for certain members serving on the Building Advisory and Appeals Board, Library Board of Trustees, Public Art Commission and Transportation and Community Safety Commission are set to expire on May 31, 2025. There is also an unscheduled vacancy on the Planning Commission. The City Council will interview candidates on March 7, 2025 and the Mayor's appointments will be ratified by the City Council at a later date (following make-up interviews). Here is the interview format (5 minutes total per candidate):



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- Introduction
- Questions 1. Relevant Experience: What experience do you have that qualifies you to serve on this Board/Commission, and how will it help you contribute effectively?
- Question 2. Knowledge of the Board/Commission: What do you know about the specific role and responsibilities of this Board/Commission, and how do you think it impacts the community?
- Question 3. Vision and Goals: What is your vision for Escondido, and how would you contribute to that vision through your role on this Board/Commission?
- Conclusion (optional)

ATTACHMENTS

- a) Attachment "1" – Candidate Applications

BOARD AND COMMISSION APPLICATION

Name	Jonathan Day
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Building Advisory and Appeals Board
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	YES
What is Your Vision for Escondido?	My vision for Escondido is quite simple--An affordable, opportunistic and prosperous city in which individuals, families, small and large businesses proudly choose to live, work and play.

Short-term Goals:

1. Accelerate the permit and regulatory review processes for new business applicants in Escondido
2. Increased tenancy of downtown buildings via incentives, including subsidies for city-mandated renovations, a major hurdle for building owners who choose not to or simply cannot lease their space because either they or their prospective tenants simply cannot afford these costs.
3. Approval for marijuana sales via granting of dispensary permits and licenses
4. Beautification projects, including trash and debris clean-up initiatives, as well as performing a makeover, including planting trees/foliage and other aesthetically pleasing features, of Centre City Pkwy between the 78 on ramp and 15 freeway entrance

Long-term Goals:

1. Redevelopment of CA Center for the Arts, via the sale of the venue to a private company (or several), and/or city funding. I would love to see the entire venue used for private retail and vending of food/drink and other services. Why not attract more people to spend more time at Grape Day Park while utilizing the facilities to spend money, which increases tax revenue and benefits everyone?
 2. Attract well-known and in demand "big box stores" to the East Valley district, which will naturally revitalize the area with increased commerce, jobs and other
-

new businesses capitalizing on the increased flow of people shopping and spending money in the area.

2. A homeless population of 0 by the end of 2028.

3. Robust marketing campaign to attract new business, including large corporate headquarter/manufacturing/research facilities, to Escondido.

What is Your Leadership Style?

As a leader, I believe first and foremost in a structured and robust training program to ensure the highest probability of success for new employees. If I can't teach them how to perform their duties and to a level I expect, how can I hold them accountable for not doing so?

In addition, once training has ended and competency proven, I have full confidence my team will perform to the standards agreed upon, often exceeding them due to ongoing training and support. No matter the age or level of experience, at this point we are all professionals and should be treated as such, meaning I tend to be mostly hands off of their daily tasks-- unless I have to be, which really shouldn't happen given, again, I have previously done all I could to set them up for success. This does not at all eliminate the need for accountability, a foundation for individual and team success, conducted via weekly meetings and overall performance reviews. Essentially, my job as a manager and leader is to cast a vision for success by setting expectations and ensure those expectations are met by offering guidance, support and even assistance with certain tasks as needed.

What Civic, Non-Profit,
Community and
Professional
Organizations Have You
Served With?

Throughout the past 20 years, I have served our community as a volunteer for several non-profit organizations, including places of worship (Youth Counselor for The Father's House Church in San Marcos) and organizations such as Solutions for Change and Las Valientes, both in Vista.

On the professional side, I have served as an active member and ambassador for The Greater Escondido Chamber of Commerce, as well as held leadership positions for Business Networking International Escondido. Unfortunately, the company I represented in these roles ceased operations last November, therefore I have not been involved in either since.

Currently, I am working with Escondido PD to become a volunteer officer on a part-time basis.

What is Your Vocation?

Hospitality Manager for Swamis Cafe Escondido

BOARD AND COMMISSION APPLICATION

Name	Austin Denman
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Building Advisory and Appeals Board
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	YES
What is Your Vision for Escondido?	My vision for the city of Escondido is one of growth and prosperity. I feel that by prioritizing sustainable growth, a forward-facing economy, and a proud, diverse community of engaged citizens, there is a bright future ahead for this city. I believe that there is a high degree

of opportunity to attract new businesses and thereby invest in Escondido's local workforce. Escondido is home to a diverse, hard-working group of people that could greatly benefit from additional job opportunities local to the city and I would love to see that facet grow. It also seems like there is presently an opportunity to approach the issue of the unhoused population and infrastructure improvements, which I acknowledge are both quite daunting issues. I would greatly appreciate the chance to help support a solution to these problems (though I am sure there are already some exceptional Escondido officials implementing a long-term strategy).

As a member of the Building Advisory & Appeals Board I would help ensure appeals are actioned in a timely manner, building codes reflect industry standards, and ensure that building projects reflect best practices regarding construction/technology/safety.

My wife Alyssa and I moved here about 3 years ago when we bought our first home together without any real connection to Escondido whatsoever. However, upon exploring here prior to the move, we found a beautiful town with a long and captivating history, great culture that oftentimes reminds me of a friendly small town, and beautiful landscapes that I never even knew existed. For these reasons and more we have put our family roots down and are excited to be raising our first child (due in June) here in Escondido. All this just to say: I am grateful to this city, I believe in its people, and I know the future is bright.

What is Your Leadership Style?

My leadership style is first and foremost Democratic. I like to encourage others to voice their thoughts/opinions and focus on a collaborative

consensus (as opposed to autocratic directives). I also adhere to a transformational leadership style by inspiring through aspirational future visions. That is how I feel about the future of Escondido. I hope to cultivate and share that vision with others to gather momentum for positive change.

What Civic, Non-Profit, Community and Professional Organizations Have You Served With?

Unfortunately, I have not been very involved in any Civic, Non-Profit, or Professional Organizations during the last few years. In my early teens, I would volunteer for local events in Anchorage, Alaska such as local running events and our annual basketball tournament. I have also worked in soup kitchens during college and coached children's martial arts classes for several years in Los Angeles, solely to share knowledge and enrich the community. I was in the Society of Petroleum Engineers – Young Professionals organization some years ago but no longer work in Oil & Gas. More recently, I have been helping the small church I joined here in Escondido by volunteering for their events, providing any labor that requires heavy moving, and other various tasks.

I would be eager for any potential suggestions to join an applicable Escondido organization that fits the criteria above.

What is Your Vocation?

Currently, I am the Category Manager for Capital Expenditure (CapEx) at a company called Commonwealth Fusion Systems. I oversee the sourcing, procurement, supplier performance, spend, and contracts for the CapEx category. Most commonly these capital purchases are for large metal fabrications/machined parts, dimensional inspection equipment, automated production equipment, and vehicles. Commonwealth Fusion is a leading start up in nuclear fusion energy which could change the world

(not to be confused with “nuclear fission” which is a very different and a much less safe/efficient process). Commonwealth is on track to establish the first ever commercially viable fusion plant by 2026.

My career background and education are in Supply Chain Management, and I have held a variety of different roles. The last several years my roles have all been at very fast paced start ups (including my current company).

BOARD AND COMMISSION APPLICATION

Name	Michael W Delaney
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Building Advisory and Appeals Board
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	YES
What is Your Vision for Escondido?	I believe much of the business growth in North county is being swallowed up by San Marcos. I hope to improve the small business environment in Escondido,

to ensure that our residents enjoy as much stability and growth as can maximized.

What is Your Leadership Style? One of my favorite books about leadership is Team of Rivals by Doris Kearns Goodwin. I believe a leader must have the humility to know what they do and do not know, and the openness to new ideas that can allow somebody with a different expertise to offer their opinion, and prosper by it. Currently, I am managing a group of 26 caller/canvassers in the South Bay, which requires a certain degree of flexibility. I set broad expectations, and I expect them to ask questions, because if they follow orders and don't ask any questions, how can they know what the broad objectives are? I believe in being proactive rather than reactive, and I have the humility to know when to delegate or defer.

What Civic, Non-Profit, Community and Professional Organizations Have You Served With? Historic Preservation Commission (2022-24)
Building and Advisory Appeals Board (2023-present)
County Supervisor Joel Anderson Internship (present)

What is Your Vocation? BevMo (2023-present)
Junior Partner at Ares Strategic Consulting (June 22, 2024 - present)

BOARD AND COMMISSION APPLICATION

Name	Shantel Suarez Avia
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	<i>Field not completed.</i>
Which Seat Are You Applying For?	Library Board of Trustees
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	YES
What is Your Vision for Escondido?	I envision an Escondido where vibrant public spaces are abundant, the air is clean, and walking through our neighborhoods is both safe and enjoyable. A community where our schools are well-resourced and supported, and our libraries serve as hubs of

knowledge, imagination, and care.

I want to see our children nurtured with intention—through strong schools and the many organizations that shape their lives. Small businesses should have the resources and support they need to thrive, while our community members have access to steady, good-paying jobs. Housing should provide stability, not displacement, with more affordable options for low-income residents.

Finally, I dream of a downtown Escondido that reflects our entrepreneurial spirit—a welcoming space where locals and visitors alike can experience the heart of our community, its culture, and its people.

Serving on Escondido's Library Commission is one way I hope to contribute to this vision. Libraries are more than just books—they are places of learning, connection, and opportunity. By ensuring our libraries are well-supported, inclusive, and accessible, especially during a transition, we can strengthen the foundation of an Escondido that serves all its residents.

What is Your Leadership Style?

I am a collaborative, strategic, and compassionate leader who values listening, diverse perspectives, and thoughtful decision-making. I believe strong leadership requires both gathering input from a range of voices and taking responsibility for making informed, accountable decisions.

Effective communication—especially active listening—is central to my leadership approach. I strive to balance urgency with patience, ensuring that decisions are made with both care and efficiency

while keeping progress on track.

For over 20 years, I have worked across diverse teams, bridging different functions, cultures, financial backgrounds, and languages. This experience has strengthened my ability to navigate varying opinions, build consensus, and drive meaningful outcomes.

I look forward to bringing this leadership style to the Library Commission, working alongside my peers to continue creating an effective, strategic, and community-centered library system for Escondido.

What Civic, Non-Profit, Community and Professional Organizations Have You Served With?

Most recently, I served on Escondido's Historical Preservation Commission. I am also an alumna of the Illinois Women's Institute for Leadership and the Congressional Hispanic Caucus Institute.

As the founder and owner of Más Allá [mahs ah-yah], a boutique consulting firm, I partner with social justice nonprofits across the U.S. to help strengthen their financial sustainability through increased resources and strategic relationships. Since launching Más Allá in 2019, my team has raised over \$23 million for nonprofit partners, collaborated with more than 35 nonprofit leaders, and completed over 50 projects nationwide.

I look forward to bringing my civic, community, and nonprofit experience to the City of Escondido and contributing to the work of the Library Commission.

What is Your Vocation?

Self-Employed, Owner of Más Allá since 2019

BOARD AND COMMISSION APPLICATION

Name	Giselle Luevanos
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Library Board of Trustees
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	YES
What is Your Vision for Escondido?	As a North County native, Escondido homeowner and mother of three young children, I want to do everything I can to ensure that Escondido continues to be a safe, thriving and growing community. This is where I'm raising my kids and the success and well-being of this

community are paramount to my family. The Escondido Library is going through a critical time with the upcoming renovation and I want to help ensure its success. As a young reader, my son would say the Escondido Library is one of his favorite places in town.

What is Your Leadership Style?

I am a compassionate and empathetic leader who believes in authentic communication. I have extensive management experience and was awarded SDSU's Manager of the Year in 2015. I believe in establishing clear expectations and helping to set others up for success. With 12 years in public higher education, I am well-versed in being part of boards and committees working toward consensus and moving forward progress, often in politically charged environments or with many opinions or cooks in the kitchen.

What Civic, Non-Profit, Community and Professional Organizations Have You Served With?

St. Michael's Catholic Church lector (25 years)

What is Your Vocation?

Senior Director of Communications and Marketing at California State University San Marcos. I have been employed at CSUSM for 1.5 years after serving 10 years at San Diego State University.

BOARD AND COMMISSION APPLICATION

Name	John Schwab
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Library Board of Trustees
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	NO
What is Your Vision for Escondido?	To maintain and improve Escondido as a great place to live and raise a family. Short term - ensure the Library renovation and temporary relocation offer patrons the best possible service. Long term - Support my rotary club's 5K fund raiser

where nearly all the proceeds go to local non profits and endeavors.

Develop a 12 year plan to enlarge our Library in support of our growing city's needs.

Provide information in support of the Sales Tax Oversight Committee.

What is Your Leadership Style?

My leadership style depends upon the situation. Collaborative, consultive and servant leadership are primarily what I use. I was a science fraternity president in college, a US Army Infantry platoon leader, (Consultive as well as autocratic when required) In the aerospace business, I managed work groups ranging from 6 to 84 employees, where developing effective relationships with other departments and customers required lots of collaboration, consultation and some visionary techniques. In the volunteer world, there is much more focus on respecting everyone's opinion and listening to arrive at good outcomes.

What Civic, Non-Profit, Community and Professional Organizations Have You Served With?

Six years as Library trustee, 7 years with Escondido Sunrise Rotary, 4 years with the Escondido Community Foundation, 8 years supporting the Rising Stars Scholarships as a board member of the ECC Charitable Foundation. Co-chair of the outreach sub committee for the Measure I committee.

What is Your Vocation?

Retired

BOARD AND COMMISSION APPLICATION

Name: Charlaine Vitarelli

Email Address: [REDACTED]

Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Zip Code: [REDACTED]

Phone Number: [REDACTED]

Which Seat Are You Applying For? A seat on the Library Board

Do You Live in the Incorporated Territory of Escondido? Yes

Are You Registered to Vote in Escondido? Yes

What is Your Vision for Escondido? (Please describe your short- and long-term goals for the community.)

I like to promote Escondido as a wonderful place to live and raise a family. My children grew up here and attended school here. The Escondido Library was an integral part of our family life. We all continue to be avid readers. Short term I would continue to promote the city and to encourage its continued support of essential city services, its library, and the arts. Longer term, I would support activities that would expand city revenues and that would promote the city. I would also promote the expansion of the library and its services to the community.

What is Your Leadership Style? (Please describe your managerial style, decision-making process, and experience working on a team with varying opinions.)

As to leadership, I rely on my communication and listening skills. I like to build consensus and tend to view myself as part of a team.

What Civic, Non-Profit, Community and Professional Organizations Have You Served With? (Please list the organizations, how long you served and any leadership roles you held.)

I was associated with the Escondido Arts Partnership for many years. I, specifically, worked with Poets, INC hosting readings and workshops and was one of the founders of their Summation collaboration between poets and artists. I also worked with the Escondido Public Library for several years with their annual teen poetry contest. More recently, I worked 4 years coordinating the Magee Park Poets writing workshop at the Carlsbad Public Library.

What is Your Vocation? (If retired, please list: "retired") "retired"

BOARD AND COMMISSION APPLICATION

Name	Benjamin Mann
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Public Art Commission
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	YES
What is Your Vision for Escondido?	My short and long term goals both converge with my ultimate goal to see Escondido continue to develop as the Cultural and Arts hub of North County San Diego and beyond. Short-term, I would strive to continue on the path already set by the commission, fostering

collaboration between Escondido based organizations for the benefit of the community. Long-term, I would like to see that grow into a structured arts district to assist with funding promotion for city-wide initiatives, reshaping how our community is viewed but highlighting Escondido history and tradition. I would love to see more collaboration between arts and agriculture; I think there is uncaptured opportunity there.

What is Your Leadership Style?

My managerial style is structured, but offers flexibility while placing a lot of responsibility on my team. This allows them opportunity for creative expression and growth with a built-in support structure to ensure project completion. I start by creating a workplan that compliments individual strengths, and encourages growth in individual weaknesses. For projects that specifically require my personal oversight, I tend to be hands on, and lead by example. For Decision making, I determine the Why, the What, and Who. Why are here; e.g. what is our goal? What are we going to do to achieve our goal? Who is our audience or constituency, and how to we get them involved. Once you have the framework for your plan, you build a data driven budget and then it is a balancing act; Does this help achieve our Why? Does this fit within and is it the best use of our budget? e.g.; Utilizing financial data & objective goals as a guiding compass for programmatic discussions.

What Civic, Non-Profit, Community and Professional Organizations Have You Served With?

I have worked for the California Center for the Arts, Escondido Foundation for the better part of thirteen years. My current title is Director of Event Operations (Sept 2023) but I have operated in a managerial or leadership positions since 2015. In the past I have also worked for the San Marcos Unified School District and

volunteered with a number of Non-Profit organizations such as Interfaith Community Services, Mission Hills Players.

What is Your Vocation?

I've been employed by the California Center for the Arts, Escondido, Foundation for the better part of 13 years, my current role is the Director of Event Operations; I oversee theatre rentals, ticket office, front of house, concessions, presented season, and community events. I typical spend most of my time facilitating collaboration with external groups and creative endeavors such as program development. .

BOARD AND COMMISSION APPLICATION

Name	Carol Rogers
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Public Art Commission
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	YES
What is Your Vision for Escondido?	I see Escondido as a vibrant city that combines its historic charm with a progressive spirit. It is filled with art and unique businesses that continually attract visitors to discover what's happening. We have a closely connected arts and culture community that

collaborates to promote Escondido as a premier arts destination. Recently, we have made significant progress in public art; our award-winning Public Art Strategic Plan has provided us with a roadmap and the tools necessary to elevate our city's status as an arts destination.

What is Your Leadership Style?	My leadership style is hands-on and collaborative. I am a team player who takes individual accountability and enjoy working with diverse teams to achieve a common goal. I conduct my own research and rely on others who have expertise in areas where I may not be as knowledgeable.
What Civic, Non-Profit, Community and Professional Organizations Have You Served With?	<p>Vice President of the Sacramento Area Travel Agent Association (SATAA) 1998 - 2001</p> <p>Continuous Improvement Network (CIN) - Co-Founder / Board Member 2011 - 2014</p> <p>Museums and Arts Growing Escondido Culture (MAGEC) Co-founder and Facilitator 2016 - present</p> <p>Escondido Downtown Business Association, Board Member 2019 – present</p> <p>Esco Alley Art – Founding committee member 2021 to present</p> <p>Escondido Public Art Commission 2023 to present</p> <p>Escondido Community Foundation Board Member 2024</p> <p>North County Arts Network Board Member 2024</p>
What is Your Vocation?	In January 2024, I retired from Stone and Glass, an art studio and gallery. I am now a full-time advocate for arts and culture in Escondido.

BOARD AND COMMISSION APPLICATION

Name	Terri Ryan
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Public Art Commission
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	NO
What is Your Vision for Escondido?	Can I just say my short-term goal is to continue to serve Escondido with art that reflects the beauty Escondido has to offer. My long-term goal, for Escondido is to continue to research the uniqueness of Escondido. Also to research Escondido's history

and express it in an art form. I want to receive more input from the general public on what Escondido means to them. Then, find ways to express it in an art form. Also, I would like to involve the youth and hopefully set up temporary murals that they can do and be changed every three months with a new artist in the downtown area.

What is Your Leadership Style?

My leadership style is to seek out various opinions and discussing ideas within the team. Finally, presenting it to the public Art commission for final approval. Hearing all opinions and making sure that the presenter feels validated and heard is upmost important to me. Accepting opinions that may be different from mine is important to be heard, but always keeping the goal in mind is the upmost important importance. I worked as a community educator with Escondido youth encounter for two years. We presented child abuse prevention techniques to kindergarten, second grade and fourth grade at two different school districts. We had to make contact with school principles and teachers and present teacher workshops. Sometimes the program was not popular and it was our responsibility to sit down with the principal and discuss what resolving their concerns was of the upmost importance. Also had to work with the bloods and Crips court ordered small groups for parenting guidance with their newborn children. Also working with the court ordered parenting classes for parents working with their children and in a difficult situation.

What Civic, Non-Profit, Community and Professional

I have worked with the Escondido Discovery Museum displaying art from public schools.. displaying art projects from scarecrows from around the world. I worked with the Orange County board of supervisors,

Organizations Have You Served With? citizens, advisory, task force, Escondido, school district committees, and the Perinatal task force Orange County. This district wide safety committee for Escondido elementary school District, student support committee, Caddo and district wide safety committee Escondido. Union school district.

What is Your Vocation? Retired special education, RSP para 14 years.

BOARD AND COMMISSION APPLICATION

Name	Jonathan Day
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Transportation and Community Safety Commission
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	YES
What is Your Vision for Escondido?	My vision for Escondido is quite simple--An affordable, opportunistic and prosperous city in which individuals, families, small and large businesses proudly choose to live, work and play.

Short-term Goals:

1. Accelerate the permit and regulatory review processes for new business applicants in Escondido
2. Increased tenancy of downtown buildings via incentives, including subsidies for city-mandated renovations, a major hurdle for building owners who choose not to or simply cannot lease their space because either they or their prospective tenants simply cannot afford these costs.
3. Approval for marijuana sales via granting of dispensary permits and licenses
4. Beautification projects, including trash and debris clean-up initiatives, as well as performing a makeover, including planting trees/foliage and other aesthetically pleasing features, of Centre City Pkwy between the 78 on ramp and 15 freeway entrance

Long-term Goals:

1. Redevelopment of CA Center for the Arts, via the sale of the venue to a private company (or several), and/or city funding. I would love to see the entire venue used for private retail and vending of food/drink and other services. Why not attract more people to spend more time at Grape Day Park while utilizing the facilities to spend money, which increases tax revenue and benefits everyone?
 2. Attract well-known and in demand "big box stores" to the East Valley district, which will naturally revitalize the area with increased commerce, jobs and other
-

new businesses capitalizing on the increased flow of people shopping and spending money in the area.

2. A homeless population of 0 by the end of 2028.

3. Robust marketing campaign to attract new business, including large corporate headquarter/manufacturing/research facilities, to Escondido.

What is Your Leadership Style?

As a leader, I believe first and foremost in a structured and robust training program to ensure the highest probability of success for new employees. If I can't teach them how to perform their duties and to a level I expect, how can I hold them accountable for not doing so?

In addition, once training has ended and competency proven, I have full confidence my team will perform to the standards agreed upon, often exceeding them due to ongoing training and support. No matter the age or level of experience, at this point we are all professionals and should be treated as such, meaning I tend to be mostly hands off of their daily tasks-- unless I have to be, which really shouldn't happen given, again, I have previously done all I could to set them up for success. This does not at all eliminate the need for accountability, a foundation for individual and team success, conducted via weekly meetings and overall performance reviews. Essentially, my job as a manager and leader is to cast a vision for success by setting expectations and ensure those expectations are met by offering guidance, support and even assistance with certain tasks as needed.

What Civic, Non-Profit,
Community and
Professional
Organizations Have You
Served With?

Throughout the past 20 years, I have served our community as a volunteer for several non-profit organizations, including places of worship (Youth Counselor for The Father's House Church in San Marcos) and organizations such as Solutions for Change and Las Valientes, both in Vista.

On the professional side, I have served as an active member and ambassador for The Greater Escondido Chamber of Commerce, as well as held leadership positions for Business Networking International Escondido. Unfortunately, the company I represented in these roles ceased operations last November, therefore I have not been involved in either since.

Currently, I am working with Escondido PD to become a volunteer officer on a part-time basis.

What is Your Vocation?

Hospitality Manager for Swamis Cafe Escondido

BOARD AND COMMISSION APPLICATION

Name	David Cazares
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Transportation and Community Safety Commission
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	YES
What is Your Vision for Escondido?	My vision for Escondido is that we have a safe city that is attractive to families and businesses. A big part of this is safe transportation. We all know that our city is crowded and there is a lot of traffic on the roadways - we need to do whatever we can to ease congestion

and prevent traffic accidents (especially around our businesses and schools). The short and long-term goals are to constantly study the problem areas and find ways to make our city safer.

What is Your Leadership Style?	I am kind, respectful, and fair, and so I thrive on a team with varying opinions. In my current position, I have been a team leader on numerous police operations, including the serving of large search and arrest warrants. I have always got the job done without any problems. As far as my decision-making process, I am very thoughtful and believe in doing research and getting various opinions before taking action. My goal is always to make the best decision possible.
What Civic, Non-Profit, Community and Professional Organizations Have You Served With?	I've been a volunteer Site Representative for our conservative police union for at least the last 10 years, and have been Team Leader for numerous police operations (including search and arrest warrants). As far as Civic, Non-Profit, and Community organizations, this Transportation Commission would be my first (I did apply for the Measure I Oversight Committee). But I am retiring from State of California service on 5/01/25 and hope to give back to my community by volunteering for other such positions.
What is Your Vocation?	I am currently a criminal investigator for the State of California, Department of Insurance - Fraud Division. My state job classification is Investigator, and my working title is Detective. I have been in this position for over 19 years and will be retiring from state service effective 5/01/25. I hope to give back to the community by volunteering for positions like this Transportation Commission.

BOARD AND COMMISSION APPLICATION

Name	Austin Denman
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Transportation and Community Safety Commission
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	YES
What is Your Vision for Escondido?	My vision for the city of Escondido is one of growth and prosperity. I feel that by prioritizing sustainable growth, a forward-facing economy, and a proud, diverse community of engaged citizens, there is a bright future ahead for this city. I believe that there is a high degree

of opportunity to attract new businesses and thereby invest in Escondido's local workforce. Escondido is home to a diverse, hard-working group of people that could greatly benefit from additional job opportunities local to the city and I would love to see that facet grow. It also seems like there is presently an opportunity to approach the issue of the unhoused population and infrastructure improvements, which I acknowledge are both quite daunting issues. I would greatly appreciate the chance to help support a solution to these problems (though I am sure there are already some exceptional Escondido officials implementing a long-term strategy).

As a member of the Transportation & Community Safety Commission I would help identify and action key areas for road improvements, ensure that any concerns voiced by the local community are heard and addressed, and promote initiatives to improve areas of high safety concern. I would also help review the current transportation strategy outlook, ensuring the milestones and details are truly tailored for Escondido's future.

My wife Alyssa and I moved here about 3 years ago when we bought our first home together without any real connection to Escondido whatsoever. However, upon exploring here prior to the move, we found a beautiful town with a long and captivating history, great culture that oftentimes reminds me of a friendly small town, and beautiful landscapes that I never even knew existed. For these reasons and more we have put our family roots down and are excited to be raising our first child (due in June) here in Escondido. All this just to say: I am grateful to this city, I believe in its people, and I know the future is bright.

What is Your Leadership Style? My leadership style is first and foremost Democratic. I like to encourage others to voice their thoughts/opinions and focus on a collaborative consensus (as opposed to autocratic directives). I also adhere to a transformational leadership style by inspiring through aspirational future visions. That is how I feel about the future of Escondido. I hope to cultivate and share that vision with others to gather momentum for positive change.

What Civic, Non-Profit, Community and Professional Organizations Have You Served With? Unfortunately, I have not been very involved in Civic, Non-Profit, or Professional Organizations during the last few years. In my early teens, I would volunteer for local events in Anchorage, Alaska such as local running events and our annual basketball tournament. I have also worked in soup kitchens during college and coached children's martial arts classes for several years in Los Angeles, solely to share knowledge and enrich the community. I was in the Society of Petroleum Engineers – Young Professionals organization some years ago but no longer work in Oil & Gas. More recently, I have been helping the small church I joined here in Escondido by volunteering for their events, providing any labor that requires heavy moving, and other various tasks. I would be eager for any potential suggestions to join an applicable Escondido organization that fits the criteria above.

What is Your Vocation? Currently, I am the Category Manager for Capital Expenditure (CapEx) at a company called Commonwealth Fusion Systems. I oversee the sourcing, procurement, supplier performance, spend, and contracts for the CapEx category. Most commonly these capital purchases are for large metal fabrications/machined parts, dimensional inspection

equipment, automated production equipment, and vehicles. Commonwealth Fusion is a leading start up in nuclear fusion energy which could change the world (not to be confused with “nuclear fission” which is a very different and a much less safe/efficient process). Commonwealth is on track to establish the first ever commercially viable fusion plant by 2026.

My career background and education are in Supply Chain Management, and I have held a variety of different roles. The last several years my roles have all been at very fast paced start ups (including my current company).

BOARD AND COMMISSION APPLICATION

Name	Thomas A Park
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Transportation and Community Safety Commission
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	YES
What is Your Vision for Escondido?	Support growth in the the city. Enhance public safety. Work to help solve the homeless problem.

What is Your Leadership Style? A Democratic management style that encourages active participation from team members, seeking input and feedback before making decisions.

My decision making process is based on a 7 step process:

- Define the problem
- Gather information
- Identify solutions
- Evaluate options
- Make a decision
- Implement solution
- Review the decision

I have been on a HOA board with opinionated members. I have managed a project with developers located in the United States, Europe, and India. I am experienced working with cultural sensitivities.

What Civic, Non-Profit, Community and Professional Organizations Have You Served With? President of 90 home Las Palmas HOA for 10 years.
Member of Escondido Charitable Foundation
Supporter of the Alabaster Jar Project

What is Your Vocation? Retired Software Engineer

BOARD AND COMMISSION APPLICATION

Name	Bruce Rotter
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Transportation and Community Safety Commission
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	YES
What is Your Vision for Escondido?	Stable finances

What is Your Leadership Style? In business - listen to my employees and make a decision. I am ultimately responsible.
On boards - majority decision, push for my view if I think it is correct
Chairman of the Board for alumni association, on Board of Directors for condo association, on the Board of Directors for homeowners association

What Civic, Non-Profit, Community and Professional Organizations Have You Served With? National University Alumni, Condo association in La Mesa, Homeowners association in Virginia, volunteer work with Hadassah, did a build with Habitat for Humanity, miscellaneous items when my girlfriend worked at Qualcomm

What is Your Vocation? Director of Finance, X3 Management Services, 40 years?
Retire at the end of March 2025

BOARD AND COMMISSION APPLICATION

Name	David Cazares
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Planning Commission
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	YES
What is Your Vision for Escondido?	My vision for Escondido is that we have a safe city that is attractive to families and businesses. A big part of this is safe transportation. We all know that our city is crowded and there is a lot of traffic on the roadways - we need to do whatever we can to ease congestion

and prevent traffic accidents (especially around our businesses and schools). The short and long-term goals are to constantly study the problem areas and find ways to make our city safer.

What is Your Leadership Style?	I am kind, respectful, and fair, and so I thrive on a team with varying opinions. In my current position, I have been a team leader on numerous police operations, including the serving of large search and arrest warrants. I have always got the job done without any problems. As far as my decision-making process, I am very thoughtful and believe in doing research and getting various opinions before taking action. My goal is always to make the best decision possible.
What Civic, Non-Profit, Community and Professional Organizations Have You Served With?	I've been a volunteer Site Representative for our conservative police union for at least the last 10 years, and have been Team Leader for numerous police operations (including search and arrest warrants). As far as Civic, Non-Profit, and Community organizations, this Transportation Commission would be my first (I did apply for the Measure I Oversight Committee). But I am retiring from State of California service on 5/01/25 and hope to give back to my community by volunteering for other such positions.
What is Your Vocation?	I am currently a criminal investigator for the State of California, Department of Insurance - Fraud Division. My state job classification is Investigator, and my working title is Detective. I have been in this position for over 19 years and will be retiring from state service effective 5/01/25. I hope to give back to the community by volunteering for positions like this Transportation Commission.

BOARD AND COMMISSION APPLICATION

Name	Sabrina Covington
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Planning Commission
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	YES
What is Your Vision for Escondido?	As a candidate for the Escondido Planning Commission, my vision for our city encompasses a harmonious blend of preserving our rich history while embracing sustainable growth and innovation. I aim to focus on the following key areas.

1. Enhancing downtown Escondido with added economic vitality, new business concepts, and community engagement.
2. Supporting economic growth and diversity that appeals to a broad demographic, enhancing Escondido's appeal as a place to live, work, and invest

.

3. Celebrating cultural heritage and arts culture by supporting efforts to preserve our cultural landmarks and promote new installations throughout the community.

4. Ensuring thoughtful land use planning as well as promoting sustainable development.

By focusing on these areas, I believe we can foster a vibrant, sustainable, and inclusive future for Escondido that honors our past while paving the way for a prosperous tomorrow.

What is Your Leadership Style?

As a candidate for the Escondido Planning Commission, my leadership approach is centered on collaboration, adaptability, and a forward-thinking vision. I believe in:

Inclusive Decision-Making: Engaging with diverse community stakeholders to ensure that planning decisions reflect the needs and aspirations of all residents.

Adaptive Leadership: Applying situational leadership principles to adjust my approach based on the specific context, task requirements, and the team's dynamics. This flexibility ensures effective guidance

and support in varying situations.

Visionary Planning: Fostering long-term, sustainable development that balances growth with the preservation of Escondido's unique character and resources.

I am committed to leading with integrity, transparency, and a deep respect for the community's input, aiming to contribute positively to Escondido's growth and development.

What Civic, Non-Profit, Community and Professional Organizations Have You Served With?

Community and Philanthropy:

I am deeply committed to community development, actively supporting local businesses and organizations that enhance the quality of life in my community. My civic engagement includes partnering with multiple nonprofits, including the San Diego Children's Discovery Museum, Interfaith Community Services, North County Chamber of Commerce, and the Downtown Business Association of Escondido.

I am a proud member of the Rancho Santa Fe Rotary as well as the San Diego Nice Guys, one of the region's oldest independent charities, dedicated to providing short-term aid to individuals and families in need. Embodying their motto, "A hand, not a handout," Sabrina takes a hands-on approach, personally assisting those facing hardship.

What is Your Vocation?

Real Estate Agent/Broker for 23 years. Managing Broker of Covington & Associates and Hanson Realty

BOARD AND COMMISSION APPLICATION

Name	Michael W Delaney
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Planning Commission
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	YES
What is Your Vision for Escondido?	I believe much of the business growth in North county is being swallowed up by San Marcos. I hope to improve the small business environment in Escondido,

to ensure that our residents enjoy as much stability and growth as can maximized.

What is Your Leadership Style?	One of my favorite books about leadership is Team of Rivals by Doris Kearns Goodwin. I believe a leader must have the humility to know what they do and do not know, and the openness to new ideas that can allow somebody with a different expertise to offer their opinion, and prosper by it. Currently, I am managing a group of 26 caller/canvassers in the South Bay, which requires a certain degree of flexibility. I set broad expectations, and I expect them to ask questions, because if they follow orders and don't ask any questions, how can they know what the broad objectives are? I believe in being proactive rather than reactive, and I have the humility to know when to delegate or defer.
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What Civic, Non-Profit, Community and Professional Organizations Have You Served With?	Historic Preservation Commission (2022-24) Building and Advisory Appeals Board (2023-present) County Supervisor Joel Anderson Internship (present)
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What is Your Vocation?	BevMo (2023-present) Junior Partner at Ares Strategic Consulting (June 22, 2024 - present)
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BOARD AND COMMISSION APPLICATION

Name	Austin Denman
Email Address	[REDACTED]
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip Code	[REDACTED]
Phone Number	[REDACTED]
Which Seat Are You Applying For?	Planning Commission
Do You Live in the Incorporated Territory of Escondido?	Yes
Are you 18 Years or Older?	Yes
Are You Registered to Vote in Escondido?	YES
What is Your Vision for Escondido?	Escondido? My vision for the city of Escondido is one of growth and prosperity. I feel that by prioritizing sustainable growth, a forward-facing economy, and a proud, diverse community of engaged citizens, there is a bright future ahead for this city. I believe that there is

a high degree of opportunity to attract new businesses and thereby invest in Escondido's local workforce. Escondido is home to a diverse, hard-working group of people that could greatly benefit from additional job opportunities local to the city and I would love to see that facet grow. It also seems like there is presently an opportunity to approach the issue of the unhoused population and infrastructure improvements, which I acknowledge are both quite daunting issues. I would greatly appreciate the chance to help support a solution to these problems (though I am sure there are already some exceptional Escondido officials implementing a long-term strategy).

Serving on the Escondido Planning Commission offers an opportunity to influence the city's growth and development by reviewing and approving land use proposals, such as subdivisions, conditional use permits, and zoning changes. I would use the opportunity to collaborate with the City Council to shape policies that align with the city's General Plan, ensuring that new developments enhance the community's quality of life. Members also play a key role in public engagement, providing a platform for residents to voice their perspectives on urban planning decisions. If given the opportunity, I would aim to foster a balanced approach to development that supports Escondido's long-term vision and sustainability.

My wife and I moved here about 3 years ago when we bought our first home together without any real connection to Escondido whatsoever. However, upon exploring here prior to the move, we found a beautiful town with a long and captivating history, great culture

that oftentimes reminds me of a friendly small town, and beautiful landscapes that I never even knew existed. For these reasons and more we have put our family roots down and are excited to be raising our first child (due in June) here in Escondido. All this just to say: I am grateful to this city, I believe in its people, and I know the future is bright.

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KEY-

CONSENT CALENDAR CURRENT BUSINESS

PUBLIC HEARING WORKSHOP PROCLAMATION

Item 12.



CITY of ESCONDIDO

FUTURE AGENDA

5/14/2025

PROCLAMATION: ECONOMIC DEVELOPMENT WEEK - MAY 12-16, 2025

CONSENT CALENDAR - (D. SHULTZ) - THE CITY OF ESCONDIDO'S INVESTMENT POLICY

CONSENT CALENDAR - (D. SHULTZ) - TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2025

CONSENT CALENDAR - (C. MCKINNEY) - 2024 CALENDAR YEAR GENERAL PLAN ANNUAL PROGRESS REPORT - It is requested that the City Council receive and file the 2024 Calendar Year General Plan Annual Progress Report

CONSENT CALENDAR - (J. GOULART) - AWARD CONSTRUCTION CONTRACT FOR THE LIBRARY INFRASTRUCTURE IMPROVEMENT PROJECT

CONSENT CALENDAR - (J. TENDER) - DONATION OF ONE SURPLUS FIRE ENGINE

PUBLIC HEARING - (J. TENDER) - CONSIDER AN UNCODIFIED ORDINANCE ADOPTING THE STATE OF CALIFORNIA FIRE HAZARD SEVERITY ZONE (FHSZ) MAP PURSUANT TO GOVERNMENT CODE 51179

PUBLIC HEARING - (R. BANKS) - APPROVAL OF RENEWAL OF THE ESCONDIDO POLICE DEPARTMENT MILITARY ORDINANCE NO. 2025-02 APPROVING DEPARTMENT INSTRUCTION 1.55, MILITARY EQUIPMENT USE POLICY, IN ACCORDANCE WITH NEWLY ESTABLISHED STATE LAW REQUIREMENTS AS SET FORTH IN ASSEMBLY BILL NO. 481

RENT REVIEW BOARD PUBLIC HEARING - (C MCKINNEY) - SHORT-FORM RENT INCREASE APPLICATION FOR GREENCREST MOBILEHOME PARK (FILE NO. 0697-20-10351) - It is requested that the Rent Review Board conduct a public hearing, review and consider the Greencrest Mobilehome Park short-form application and adopt Rent Review Board Resolution No. RRB 2025-53

RENT REVIEW BOARD PUBLIC HEARING - (C MCKINNEY) - SHORT-FORM RENT INCREASE APPLICATION FOR EASTWOOD MEADOWS MOBILEHOME PARK (FILE NO. 0697-20-10350) - It is requested that the Rent Review Board conduct a public hearing, review and consider the Eastwood Meadows Mobilehome Park short-form application and adopt Rent Review Board Resolution No. RRB 2025-52

CURRENT BUSINESS - (C. HOLMES) - FY2024/25 THIRD QUARTER FINANCIAL STATUS REPORT - It is requested that the City Council receive and file the third quarter financial report for FY2024/25

WORKSHOP - (C.HOLMES) - USER FEE WORKSHOP - Report on the results of user fee activity in FY2024/25