

Agenda No

Key Words:

Lombardo Ranch,  
 Brookfield , Kimley Horn,  
 Contract Planner/ Project  
 Manager

Meeting Date: July 1, 2025

## SUMMARY REPORT

## CITY COUNCIL

ITEM INITIATED BY: Raffi Boloyan, Community Development Director

AUTHORIZED BY: Jim Lindley, City Manager

PREPARED BY: Raffi Boloyan, Community Development Director



**SUBJECT: PROFESSIONAL SERVICE AGREEMENT TO RETAIN KIMLEY HORN AND ASSOCIATES FOR LAND DEVELOPMENT PROJECT MANAGER SERVICES FOR A RESIDENTIAL SUBDIVISION, MASTER PLAN, ANNEXATION PROJECT (LOMBARDO RANCH) AND A CORRESPONDING BUDGET AMENDMENT.**

**RECOMMENDATION / REQUESTED ACTION:**

Adopt a Resolution authorizing:

1. City Manager to execute a Professional Services Agreement ("PSA") with Kimley Horn and Associates, Inc. to serve as Land Development Project Manager for the proposed "Lombardo Ranch" residential subdivision, annexation and Master Plan project; and
2. A corresponding budget amendment.

**BACKGROUND / DISCUSSION / ANALYSIS:**

The currently vacant approximately 148 acre site is located southwest of East A Street and Pedrick Road intersection (APNs: 0116-040-060 & 0116-040-070), immediately adjacent to the Dixon City limits. The property is not located with City limits, but is within the City's sphere of influence. The Dixon General Plan 2040 designates this site with a Low Density Residential General Plan land use designation. The property is owned by the Lombardo family and the developer, Brookfield - Bay Area Holdings, has held an option on the land for over 10 years.

Over the past five year, the City has received various pre-applications for a proposed residential subdivision project on this site, but no formal applications have been filed.

Last year, Brookfield and the Lewis group entered a partnership to process this project and the separate Harvest project together, as a Southeast Dixon Specific Plan. The partnership did not

continue and Lewis group submitted the Harvest project as a standalone Master Plan and work has continued.

Brookfield applied for their current Pre Application in March 2025 to subdivide the 148 acres into 807 low density, detached residential lots, but that has been on hold, pending execution and funding of a Funding Agreement with the City. It is anticipated that the following applications/entitlements would be necessary:

- Large Lot Tentative Map
- Annexation/Pre -Zoning
- Master Plan
- Community Master Plan/Design Guidelines/Design Review
- Development Agreement
- Community Facility District Formation or Annexation
- Potential General Plan amendment if changes to land use are proposed

Given that this project would rely on infrastructure improvements proposed by Harvest, the two projects are still somewhat connected. It is anticipated that the Lombardo Ranch project would utilize the EIR that will be prepared for the Harvest project, but in a programmatic form, rather than project level EIR. That means that a project level CEQA review would need to be completed for Lombardo Ranch once the Harvest EIR is certified,

Given the high level of anticipated development activity, on January 19, 2024, the City issued a Request for Qualifications (RFQ) to solicit qualified consultants to provide various contractual services for various land development projects in six different service areas:

- a) Land Development Project Manager
- b) Planning Services
- c) Environmental Review Services (CEQA)
- d) Engineering Services
- e) Financial and Accounting Services
- f) Public Safety Planning

One of these areas for the RFQ was for Land Development Project Manager; On March 1, 2024, the City received 28 total submittals of qualifications, 11 of which were for the Land Development Project Manager services category and upon review of the 11 submittals, all were found to be qualified to provide the service. ;

Given that a funding agreement has been executed for this project, the City is seeking to hire a Land Development Project Manager and use the list to solicit a proposal. For this project, staff has selected Kimley Horn for the necessary services. The City requested a proposal from Kimley Horn, which was provided and shares the proposal with the applicant, in accordance with the terms of the funding agreement.

1. The extensive background of the firm and the principal assigned to the project and their experience in the planning field working for public agencies throughout the state, particularly in Dixon, as the contracted Project Manager for the Harvest project. Given the dependencies and interrelations of these two projects, Kimley Horn would provide coordinated services;
2. The experience of this firm, its staff and the assigned Principal with similar scale projects involving similar issues as this project may encounter;



3. The fit of the Principal and their team with city staff to serve as an extension of city staff; and
4. The ability of the firm to deliver on budget and within timelines based on past practice

For the Project Manager role, Steve Peterson of Kimley Horn Raney is identified to the project manager for this project. This consultant will be hired, managed and directed by the City, but will be funded by the developer. As noted below, the City already has a Funding Agreement with the developer that established a deposit account to cover all costs associated with the City's hiring of these consultants. One of the provisions of the Funding Agreement is that the developer has the right to review the City's selected consultants and the billing rates. The developer reviewed the proposal and consented to the rates and selection.

The proposal for the contract planning services, including scopes of work, are provided as Exhibit B of the Draft Resolution (Attachment 1).

Therefore, staff recommends that Kimley Horn should be retained to serve as a Project Manager consultant for this project.

### **ALTERNATIVES/OPTIONS:**

None recommended. Hiring of a Project Manager is necessary, as the City does not have the staffing capacity to manage this project, let alone all the other project and regular duties assigned to staff.

### **SUBSEQUENT ACTIONS:**

Upon approval, City staff will execute the Professional Services Agreement with Kimley Horn and effectuate the necessary budget amendment.

### **FINANCIAL IMPACT:**

The applicant has entered into a funding/reimbursement agreement and submitted a deposit that was placed in a deposit account (Project Acct No 100549-00190-427300) to fund all staff time and city-hired consultants for the review and processing of this application. In addition, given that there will be some common services between this and the Haven project, there is a shared Project account ((Acct # 100549) that would be used to charge costs that are shared amongst the two projects (i.e. Municipal Service Review, Public Safety master plan, CEQA, in accordance with the shared cost agreement Lewis and Brookfield have entered into). There may be additional consultants needed by other departments for processing this project, and the funding agreement would cover those services and any future contracts would be presented to the Council for contract approval. Therefore, this PSA would not result in any financial impacts, as all costs would be borne by the developer.

The proposal from Kimley Horn, dated 6/17/25, identifies a scope and tasks and rate sheet and would be a time and materials basis, given the unknowns of the time and efforts needed to process the project. The proposed budget for this primary scope is estimated at \$517,000. The scope and proposal would cover the following tasks:

- Project Coordination and Scheduling
- Deliverables Tracking and Review
- Supporting CEQA Activities

- Supporting General Plan Amendment Activities
- Supporting Police, Fire, and Municipal Services Review Activities
- LAFCO Applications and Processing
- Public Outreach and Presentations

A budget adjustment is required to add to the expenditures, and the result would have no financial impact since the applicant has a funding agreement that accepts funding all costs related to the hiring of third-party consultants.

Account #	Project Account #	Description	Current Budget	Amendment	New Budget
190-00000-427300-00000	100549-00190-427300	Brookfield - Lombardo - Deposit - Deposit	(\$5,842,318)	(\$517,000)	(\$6,359,318)
190-00000-521100-00000	100549-00190-521100	Brookfield - Lombardo - Deposit - Consultants	\$5,735,732	\$517,000	\$6,252,732
<b>NET FISCAL IMPACT</b>				<b>\$0</b>	

#### ENVIRONMENTAL IMPACT:

Not applicable for this PSA, as this action is not a "project" as defined by the California Environmental Quality Act (CEQA). Once this agreement is authorized and the application is complete, the project will undergo a complete environmental review, consistent with CEQA. The CEQA hired for the Harvest project would include this project in the EIR in a programmatic level and conduct the required environmental review and prepare the required environmental documents.

#### ATTACHMENTS:

1. Draft Resolution authorizing: 1) the City Manager to execute a Professional Services Agreement (PSA) with Kimley Horn and Associates. to serve as Project Manager for the Lombardo Ranch by Brookfield project with a total budget not-to-exceed \$517,000; and 2) corresponding budget amendment with no net fiscal impact

Exhibit A Draft Professional Service Agreement

Exhibit B Proposal from Kimley Horn and Associates to provide Land Development Project Manager services for the Lombardo Ranch project, June 17, 2025.

#### APPROVALS:

Finance: \_\_\_\_\_ City Manager:  \_\_\_\_\_ City Attorney: \_\_\_\_\_



**RESOLUTION NO. 25-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIXON AUTHORIZING: 1) THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH KIMLEY HORN AND ASSOCIATES. TO SERVE AS LAND DEVELOPMENT PROJECT MANAGER FOR THE LOMBARDO RANCH PROJECT WITH A TOTAL BUDGET NOT TO EXCEED \$517,000; AND 2) CORRESPONDING BUDGET AMENDMENT WITH NO NET FISCAL IMPACT**

**WHEREAS**, in October 2024, the City received formal planning applications from LJP Dixon Development LLC., led by Lewis Group, for 850 acres of land to the southeast of the City of Dixon that would be known as Harvest, and seeking to develop the property and incorporate the area into the City's sphere of influence and city limits, through a General Plan amendment, Specific Plan and associated entitlements;

**WHEREAS**, this Specific Plan was originally intended to incorporate the 148 acre Lombardo property at the SW corner of East A St/Pedrick Rd and Brookfield was partnered with LJP in this submittal;

**WHEREAS**, the partnership was dissolved and LJP Dixon Development LLC submitted a revised application in December 2024, for a Master Plan and did not include the Lombardo property

**WHEREAS**, Brookfield Bay Area Holdings, submitted a pre application in March 2025 and later in June executed the required Funding Agreement and submitted a deposit for the City to commence review and processing of a Master Plan for the 148 acre Lombardo Ranch project on the Lombardo property;

**WHEREAS**, the necessary applications to consider this project would likely include Annexation, Pre-Zoning, Large and Small Lot Tentative Maps, Master Plan, Design Review and Development Agreement;

**WHEREAS**, the project will require environmental review consistent with the California Environmental Quality Act (CEQA), and the project at a programmatic level and this project would share costs with LJP associated with preparation of the EIR;

**WHEREAS**, staff had previously requested qualifications for environmental planner services from firms in the region for upcoming contract service needs;

**WHEREAS**, 11 such proposals were submitted in 2024 and all 11 were found to be qualified.

**WHEREAS**, for this project, the City has selected Kimley Horn and Associates to provide Land Development Project Manager services based on their prior experience with similar scale of projects, ability to meet the city's needs and fit with city staff and most importantly, intimate knowledge of the Harvest project;

**WHEREAS**, consistent with Section 4.0 of the Funding Agreement, the City has provided its recommended consultants to the developer and developer consents to the selection of the firms, including the scope of work and billing rates;

**WHEREAS**, the applicant has executed a funding/reimbursement agreement (Project Acct No 100549-00190-427300) with the City to fund all staff time and city-hired consultants in the review and processing of their application. Therefore, this PSA would not result in any financial impacts, as all costs would be borne by the developer;

**WHEREAS**, a draft Professional Services Agreement (PSA) has been prepared (Exhibit A) and will be executed by the City Manager should the Council approve the agreement;

**WHEREAS**, the scope of services (Exhibit B) proposes a scope and time and materials budget estimate for the contractor to serve as Land Development Project manager for the Lombardo Ranch project. The not to exceed budget for services are \$517,000;

**WHEREAS**, the authorized budget in this special project account (Project Acct No 100549-00190-521100) does not cover the entire amount required by the cost proposal, therefore will require a budget amendment to increase the expenditures for these contracts in the amount of \$517,000.

**NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF DIXON AUTHORIZES THE FOLLOWING:**

- 1) The City Manager to execute a Professional Services Agreements ("PSA") with Kimley Horn and Associates to provide Land Development Project Manager services for the Lombardo Ranch project with a budget not to exceed \$517,000.
- 2) Corresponding budget amendment with no fiscal impact given that all costs associated with this budget amendment are funded by the developer through a funding agreement, as detailed below:

Account #	Project Account #	Description	Current Budget	Amendment	New Budget
190-00000-427300-00000	100549-00190-427300	Brookfield - Lombardo - Deposit - Deposit	(\$5,842,318)	(\$517,000)	(\$6,359,318)
190-00000-521100-00000	100549-00190-521100	Brookfield - Lombardo - Deposit - Consultants	\$5,735,732	\$517,000	\$6,252,732
NET FISCAL IMPACT				\$0	



**PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL  
OF THE CITY OF DIXON ON THE 1<sup>st</sup> DAY OF JULY 2025, BY THE FOLLOWING  
VOTE:**

**AYES:**

**NOES:**

**ABSENT:**

**ATTEST:**

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Kristin M. Janish  
Elected City Clerk

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Steven C. Bird  
Mayor

Exhibit A  
Exhibit B

Draft Professional Service Agreement  
Proposal from Kimley Horn and Associates to provide Land Development Project  
Manager services for the Lombardo Ranch project, June 17, 2025.

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of June, 2025, by and between the City of Dixon, a municipal corporation of the State of California ("City"), whose address is 600 East A Street, Dixon, California 95620 and Kimley Horn and Associates, Inc, a North Carolina Corporation, ("Professional"), whose address is 421 Fayetteville St Suite 600, Raleigh, NC 27601 (each individually a "Party" and collectively the "Parties"). There are no other parties to this Agreement.

### RECITALS

**A.** City seeks to hire an independent contractor to perform professional services to assist the City with Land Development Project Manager services for the Lombardo Ranch project, located on a vacant 148-acre site at the southwest corner of East A St and Pedrick Rd (the "Project").

**B.** Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** ("Services"). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

### AGREEMENT

**Section 1. Recitals.** The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 34 of this Agreement, Sections 1 through 34 shall prevail.

**Section 2. Term.** The term of this Agreement shall commence on the Effective Date and terminate on the 31<sup>st</sup> day of December 2027 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

**Section 3. Effective Date.** This Agreement shall only become effective once all of the Parties have executed the Agreement (the "Effective Date").

**Section 4. Extension of Agreement.** City may elect to extend this Agreement for one (1) additional one year (1) terms, on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager to Professional thirty (30) days prior to the expiration of this Agreement.

**Section 5. Work.**



**5.1. Services.** Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A**. Any request for Services not included in Exhibit A will be considered a request for additional or modified Services ("Modification" or "Modifications"). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

**5.2. City Requested Modification of Services.** City may, by written order, authorize Modifications to the Services described in Exhibit A. If such Modifications cause an increase in the cost or time required for performance of Professional's Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

**5.3. Professional Requested Modification in Services.** Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional's proposed course of action for completing the work and a specific request for the City to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work. Compensation for any additional Services shall not exceed \$250 Dollars per hour.

## **Section 6. Compensation.**

**6.1. Amount, Time and Manner of Payment for Professional Services.** City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. City's total compensation to Professional shall not exceed five hundred seventeen thousand Dollars (\$517,000.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

**6.2. Payments to Professional.** City shall make monthly payments in the amount invoiced by Professional within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Professional of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

**6.3. Invoices.** Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services including compensation for any Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

**Section 7. Notice to Proceed.** Professional shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed").

**Section 8. Time of Performance.** Professional warrants that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed, and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

**Section 9. City Assistance to Professional.** Professional shall, at its sole cost and expense, furnish all facilities, equipment, materials, information, personnel and administrative assistance which may be required to perform its obligations under this Agreement. Notwithstanding the foregoing, City shall cooperate with Professional and shall not actively interfere with Professional's performance of Services under this Agreement.

**Section 10. Time and Personnel Devoted to Services.** Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

**Section 11. Performance by Qualified Personnel; No Subcontracting.** Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional. Professional will conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

**Section 12. Representations of Professional.** City relies upon the following representations by Professional in entering into this Agreement:

**12.1. Qualifications.** Professional represents that it is qualified to perform the Services provided in Exhibit A and that it possesses the necessary licenses, permits required to perform the



Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Professional shall also ensure that all subcontractors are similarly licensed and qualified. Professional and all subcontractors shall also obtain a business license from City before they commence performance of the Services. Professional represents and warrants to City that Professional shall, at Professional's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Professional to practice Professional's profession at the time the Services are rendered.

**12.2. Professional Performance.** Professional represents that all Services under this Agreement shall be performed in a manner consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Professional shall perform its services as expeditiously as is consistent with such professional skill and care and as necessary for the orderly progress of the Project. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

**12.3. No Waiver of Claims.** The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification, shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including but not limited to cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

**12.4. City's Remedies are Cumulative.** Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Professional may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

**12.5. No Conflict of Interest.** Professional represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

**Section 13. Conformity with Law and Safety.** Professional shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Professional must be in accordance with these laws, ordinances, codes and regulations. Professional's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.



If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify the City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Professional's subcontractor, if any; (c) name and address of Professional's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Professional shall immediately notify City. Professional shall not store hazardous materials or hazardous waste within the City limits without a proper permit from City.

**Section 14. Contact by Professional with Project Owner or Project Applicant.** Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the City Manager. In no event shall Professional take any instructions or directions from an Interested Party, on any matter pertaining to the Professional's Services to be performed for City under this Agreement.

**Section 15. Confidentiality.** Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Professional may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Professional shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City's Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

**Section 16. Excusable Delays; Notice to Other Party of Delay.** Professional shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or



discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Professional. Force Majeure does not include: (a) Professional's financial inability to perform; (b) Professional's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Professional's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Professional.

**Section 17. Assignment Prohibited.** No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

**Section 18. Suspension of Services by City.** City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by the City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information as in the judgment of the City Manager is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

**Section 19. Ownership of Work Product.** Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Professional or its subcontractors or subcontractors in connection with Services performed under this Agreement ("Products") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event that it is ever determined that any Product created by Professional or its subcontractors or subcontractors under this Agreement are not works for hire under U.S. law, Professional hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Professional may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of City irrespective of where located or stored and Professional agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Professional's services hereunder. Professional shall have no ownership interest in such Products.

All work product of Professional under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts shall be delivered to City in both printed and electronic form, or as may be specified in Exhibit A.



When this Agreement is terminated, Professional agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

**Section 20. Termination of Work by City for Its Convenience.** City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information, as in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Professional after the date of the notice of termination.

**Section 21. Assurance of Performance.** If, at any time, City believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

**Section 22. Cancellation for Breach by Either Party.** Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.



Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

**Section 23. Non-Discrimination.** In its performance of the Services, Professional shall adhere to the City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

**Section 24. Dispute Resolution.** In the event of any dispute between the Parties to this Agreement, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, the dispute shall be submitted to mediation as a condition precedent to initiating formal litigation.

**Section 25. Insurance Coverage.** During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII, and will provide the City with written proof of said insurance. Professional shall maintain coverage as follows:

**25.1. General Liability.** Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per claim for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

**25.2. Worker's Compensation Insurance and Employer's Liability.** Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.



**25.3. Errors and Omissions Liability.** Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**25.4. Commercial Automobile Liability.** Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

**25.5. Waiver of Subrogation.** With the exception of errors and omissions liability insurance, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Professional, its agents, employees, independent contractors, and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

**Section 26. Additional Insurance Requirements.** Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required worker's compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker's compensation and errors and omissions liability insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Professional; products and completed operations of the Professional; premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to the City; (c) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the City.

**Section 27. Indemnification by Professional.** To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Professional shall indemnify and hold harmless the City and City's appointed and elected officials, officers, employees,



representatives, and volunteers ("City's Agents") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description to the extent they arise out of, pertain to or relate to willful misconduct or negligent acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to hold harmless and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

**Section 28. Liability of City.** Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**Section 29. Independent Contractor.** At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the services required under this Agreement. Professional shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

**Section 30. Professional Not Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 31. Payment of Taxes and Other Expenses.** Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Professional.

**Section 32. Notices.** Any notice or communication required hereunder between City and Professional must be in writing, and may be given either personally, by electronic mail ("email") (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by email transmission, a notice or communication shall be deemed to have been given and received upon actual receipt of the entire document by the receiving Party's email server. Notices transmitted by email after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday, shall be deemed to have been given and received on the

next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:

City of Dixon  
600 East A Street  
Dixon, California 95620  
Attention: Administrative City Clerk  
Tel: (707) 678-7000  
[lruiz@cityofdixonca.gov](mailto:lruiz@cityofdixonca.gov)

With courtesy copies to:

City of Dixon  
600 East A Street  
Dixon, California 95620  
Attention: City Manager  
Tel: (707) 678-7000 ext. 1101  
[jlindley@cityofdixonca.gov](mailto:jlindley@cityofdixonca.gov)

and

White Brenner LLP  
1414 K Street, 3<sup>rd</sup> Floor  
Sacramento, California 95814  
Attention: Douglas L. White, Esq.  
Tel: (916) 468-0950  
[doug@whitebrennerllp.com](mailto:doug@whitebrennerllp.com)

and

City of Dixon  
600 East A Street  
Dixon, California 95620  
Attention: Community Development Director  
Tel: (707) 678-7000 ext. 1114  
[rboloyan@cityofdixonca.gov](mailto:rboloyan@cityofdixonca.gov)

If to Professional:

Kimley-Horn and Associates, Inc.  
555 Capitol Mall, Suite 300  
Sacramento, CA 95814  
Attention: Steve Peterson  
Tel: (916) 858-5800  
[Steve.peterson@kimley-horn.com](mailto:Steve.peterson@kimley-horn.com)



Kimley-Horn and Associates, Inc.  
555 Capitol Mall, Suite 300  
Sacramento, CA 95814  
Attention: Matt Weir, PE, Vice President  
[matt.weir@kimley-horn.com](mailto:matt.weir@kimley-horn.com)

**Section 33. Exhibits.** All “Exhibits” referred to below or attached to herein are by this reference incorporated into this Agreement:

Exhibit Designation

Exhibit Title

**Exhibit A:**

Proposal from Kimley Horn and Associates, Inc. to provide Land Development Project Manager services for the Lombardo Ranch project, **May 30, 2025.**

**Section 34. General Provisions.**

**34.1. Modification.** No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

**34.2. Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

**34.3. Assignment.** No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

**34.4. Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

**34.5 Drafting and Ambiguities.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

**34.6. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

**34.7. Venue.** Venue for all legal proceedings shall be in the Superior Court of California for the County of Solano.

**34.8. Severability.** If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

**34.9. Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**34.10. Audit.** City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Professional's charges to City under this Agreement.

**34.11. Entire Agreement.** This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

**34.12. Supersedes Prior Agreement.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

**34.13. Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

**34.14. Successors and Assigns.** All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

**34.15. Headings.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**34.16. Attorney's Fees and Costs.** If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the



same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

**34.17. Necessary Acts and Further Assurances.** The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

**34.18. Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

***[SIGNATURES ON FOLLOWING PAGE.]***

DRAFT

**IN WITNESS WHEREOF**, this Agreement has been entered into by and between City and Professional as of the Effective Date.

**CITY:**

City of Dixon, a municipal corporation of the State of California

By: \_\_\_\_\_  
Jim Lindley, City Manager

Date Signed: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Douglas L. White, City Attorney

Attest:

By: \_\_\_\_\_  
Lupe Ruiz, Administrative City Clerk

By: \_\_\_\_\_  
Title

**PROFESSIONAL:**

KIMLEY-HORN AND ASSOCIATES, INC.,  
a North Carolina corporation

By: \_\_\_\_\_

Name: Matthew D. Weir, P.E. #70216

Title: Vice President

Date Signed: \_\_\_\_\_



## Lombardo Ranch Land Development Project Management

### Scope of Services

June 17, 2025

#### Overview

This scope of services addresses the multiple and varied activities required to support the City of Dixon in the processing of the following entitlements requested by Brookfield Bay Area Holdings, LLC (Brookfield or Applicant) for the Lombardo Ranch development project, located southwest of East A Street and Pedrick Road intersection (APNs: 0116-040-060 & 0116-040-070), immediately adjacent to the Dixon City limits:

- Large Lot Tentative Map
- Certification of the City Environmental Impact Report that addresses project activity for the Lombardo Ranch (including City Detention Pond C) and Harvest projects and the City's LAFCo Applications
- Master Plan serving as an amendment to the City's General Plan
- Community Master Plan/Design Guidelines/Design Review
- Development Agreement
- Community Facility District Formation or Annexation

This process will involve coordination with Harvest at Dixon project with the development of the Lombardo Ranch project, a 144.3-acre development that is located north of the Harvest project area, which is collectively called the Southeast Dixon Area Plan. This coordination will involve the completion of work that will benefit both projects. This Scope of Services includes billings for a "joint services" task that the City will bill to both Lombardo Ranch and Harvest at Dixon. This Scope of Services *does not* include services specifically focused on the Harvest project.

#### Task 1: Lombardo Ranch Project Land Development Management

##### *Subtask 1: Project Coordination and Scheduling*

##### Project Coordination

Kimley-Horn will continue to facilitate the following meetings and project development activities that will support the refinement, completion and processing of the Lombardo Ranch project applications, as well as coordination the Southeast Area Plan California Environmental Quality Act (CEQA) process, the Lombardo Ranch- specific CEQA process, coordination with the County of Solano, and the Solano County Local Agency Formation Commission:

- Biweekly All-Hands Project Team Meetings
- Weekly City Team Meetings
- Weekly Check-in Meetings
- Meetings to Support Negotiation of City/County Tax Sharing and Sphere of Influence Development (Shared Cost with Harvest at Dixon)
- As-Needed Issue/Situation-Specific Meetings (to be determined)

### Scheduling

Kimley-Horn will continue to track and update project activities of the City team and the Applicant team, providing regular schedule updates and notification of pacing items and potential roadblocks.

### ***Subtask 2: Deliverables Tracking and Review***

Kimley-Horn will serve as project planner and manager, to not only coordinate with the other project(s) coordinate, attend, facilitate meetings, and be the primary contact, and also prepare all staff reports, letters and work product required for the project, under the direction of the City direction. Kimley-Horn will continue to be the clearinghouse of interim and final deliverables generated by the City and Applicant teams, the Dixon Unified School District, the County of Solano, and the Solano County Local Agency Formation Commission. These materials will be routed to the appropriate reviewers and groups of reviewers for comment. Kimley-Horn will track responses and aggregate individual comments into unified response documents for draft document revision and completion.

### ***Subtask 3: Supporting CEQA Activities***

Kimley-Horn will continue to support Stantec in their preparation of project-specific elements of the Environmental Impact Report (EIR) for the Harvest project, which is being completed under a separate agreement. The Lombardo Ranch project and other proposed and related City land use planning actions will be addressed at a programmatic level of analysis (CEQA Guidelines § 15168). The use of a CEQA programmatic analysis for the Lombardo Ranch project is appropriate, given the fact that project the project description and supporting information has, as of this date, not been developed or submitted to the City and that the issuance of the overall CEQA Notice of Preparation is currently under development for release in the coming weeks.

EIR activities that support potential sphere of influence and area of interest analyses will be shared between the projects, using the formula defined in the City's Brookfield Funding Agreement (eleven-and one-half percent (11.5% of shared costs to be charged to Brookfield). This work includes coordination of Applicant and City planning, engineering, and operational information, as well as coordination with AP Triton for fire, police, and municipal services review document development to support the preparation of the Southeast Area Plan EIR.

Upon the completion of the Southeast Area Plan EIR process and the City's receipt of a complete application package from Brookfield, a CEQA action focused on the Lombardo Ranch project will be initiated by the City. While the form and timing of this CEQA action has yet to be determined, Kimley-Horn will coordinate the preparation of this document, under the direction of the City. This agreement does not include the preparation of Lombardo Ranch project CEQA.

### ***Subtask 4: Supporting General Plan Amendment Activities***

Kimley-Horn will continue to support Placeworks in their preparation of the Draft General Plan Amendment required for the Harvest project, which is being completed under a separate agreement. The City will continue to work with the Applicant to review possible revisions to current plans for Lombardo Ranch and will support the processing of any General Plan amendments resulting from this coordination. This work includes coordination of Applicant and City planning, engineering, and operational information, as well as coordination with AP Triton for fire, police, and municipal services review document development. Other coordination will include reconfiguration of the City's sphere of



influence and planning areas boundaries and conceptual plans, using the cost-sharing formula identified in Subtask 3.

***Subtask 5: Supporting Police, Fire, and Municipal Services Review Activities***

Kimley-Horn will continue to support AP Triton in their preparation of the Police, Fire, and Municipal Services Review for the City and the City's revisions to sphere of influence and planning areas, and the Harvest project. This work is being completed under a separate agreement between AP Triton and the City. This work includes coordination of Applicant and City planning, engineering, and operational information, as well as coordination with other City contractors. Additional coordination will include reconfiguration of the City's sphere of influence and planning areas boundaries and conceptual plans.

***Subtask 6: LAFCO Applications and Processing***

Kimley-Horn will partner with AP Triton to coordinate, prepare, and submit applications for annexation and sphere of influence revisions with the Solano County Local Agency Formation Commission (LAFCO). This work will include close coordination with LAFCO, as well as the County of Solano.

***Subtask 7: Public Outreach and Presentations***

Kimley-Horn will design, conduct, and record future public outreach sessions, at the direction of the City. Kimley-Horn will also be pleased to make presentations to the Dixon Planning Commission, City Council, and any other organizations at the direction of the City.

***Schedule***

Kimley-Horn will provide our services as noted in the Scope of Services as expeditiously as practicable to meet our mutually agreed upon schedules. This Scope of Services is anticipated to be completed over a thirty (30) month period, from June 2025 to December 2027.

***Fee and Billing***

Kimley-Horn will provide the above Scope of Services on a labor fee plus expense basis not to exceed \$ 517,000. The actual type and amount of service required to process the Lombardo Ranch application package will be determined by the City and Kimley-Horn, in consultation with the Applicant. Labor fee will be billed according to our then-current rates. Kimley-Horn's 2025-2026 Rate Schedule is attached. Rates are subject to escalation annually on 7/1, beginning 7/1/2026. Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.10 times cost. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Applicant to the City.

# Kimley-Horn and Associates, Inc.

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## Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$145 - \$175
Analyst II	\$185 - \$220
Professional	\$215 - \$250
Senior Professional I	\$265 - \$345
Senior Professional II	\$360 - \$430
Senior Technical Support	\$130 - \$310
Technical Support	\$105 - \$180
Support Staff	\$95 - \$160

BR00PUSTD A 001

Effective through June 30, 2026. Subject to annual adjustment thereafter

External Reimbursable Expenses will be charged at 10% mark-up, or per the Contract

Sub-Consultants will be billed at 10% mark-up, or per the Contract