



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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**WEDNESDAY, NOVEMBER 17, 2021**

**4:30 PM - Closed Session**

**5:00 PM - Regular Session**

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

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### 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

Paul McNamara

#### DEPUTY MAYOR

Michael Morasco (District 4)

#### COUNCILMEMBERS

Consuelo Martinez (District 1)

Tina Inscoe (District 2)

Joe Garcia (District 3)

#### 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



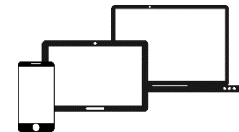
201 N. Broadway

##### On TV



Cox Cable Channel 19 and U-verse Channel 99

##### Online



[www.escondido.org](http://www.escondido.org)



# CITY *of* ESCONDIDO

## COUNCIL MEETING AGENDA

Wednesday, November 17, 2021

### 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



<https://www.escondido.org/agenda-position.aspx>

### ASSISTANCE PROVIDED

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 760-839-4643. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility. Listening devices are available for the hearing impaired – please see the City Clerk.





# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

Wednesday, November 17, 2021

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### CLOSED SESSION

4:30 PM

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#### CALL TO ORDER

1. Roll Call: Garcia, Inscoe, Martinez, Morasco, McNamara

#### 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

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code sec. 54956.9(d)(1))**
  - a. Zak v. City of Escondido  
Case No. 37-2020-00000028-CU-PO-NC
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code sec. 54956.9(d)(4))**
  - a. In re National Prescription Opiate Litigation  
United States District Court, District of Ohio, Eastern Div.  
Case No. 1:17-MD-2804

#### ADJOURNMENT



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

Wednesday, November 17, 2021

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### REGULAR SESSION

5:00 PM Regular Session

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#### 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: Garcia, Inscoe, Martinez, Morasco, McNamara

#### CLOSED SESSION REPORT

#### ORAL COMMUNICATIONS

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#### 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

## COUNCIL MEETING AGENDA

Wednesday, November 17, 2021

**2. APPROVAL OF WARRANT REGISTER (COUNCIL) -**

Request the City Council approve the City Council and Housing Successor Agency warrant numbers.

- a. 357637 - 357890 dated October 27, 2021
- b. 357891 - 358095 dated November 3, 2021

Staff Recommendation: Approval (Finance Department: Christina Holmes)

**3. APPROVAL OF MINUTES: Regular Meetings of October 27, 2021 and November 3, 2021**

**4. FISCAL YEAR 2021-22 STATE OF CALIFORNIA CITIZENS' OPTION FOR PUBLIC SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT -**

Request the City Council approve authorizing the Escondido Police Department to accept a FY 2021-22 Citizens' Option for Public Safety Program Grant in the amount of \$232,380; approve grant expenditures consistent with guidelines in AB1913; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. The Escondido Police Department received a FY 2021-22 Citizens' Option for Public Safety Program Grant award in the amount of \$232,380. This grant supports front-line law enforcement services with the intention of enhancing public safety within the community. Grant funds must supplement existing funding and be used to augment Police Services. The Police Department proposes to use its allocation to cover part-time employees' salaries and benefits. These part-time employees perform support services that allow front-line law enforcement officers to handle high-priority calls.

Staff Recommendation: Approval (Police Department: Edward Varso)

**5. BID AWARD FOR THE ESCONDIDO CREEK TRAIL CROSSINGS PROJECT -**

Request the City Council approve to authorize awarding the construction contract to Tri-Group Construction, Inc. which was determined to be the lowest responsive and responsible bidder. Authorize the Mayor to execute a Public Improvement Agreement in the amount of \$1,277,723 for the Escondido Creek Trail Bike Path Improvements Project.

Staff Recommendation: Approval (Engineering Services Department: Julie Procopio)

- a. Resolution No. 2021-133



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

Wednesday, November 17, 2021

### 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.)

6. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING MEMBERSHIP IN CLEAN ENERGY ALLIANCE, A COMMUNITY CHOICE AGGREGATION PROGRAM** - Approved on October 27, 2021 with a vote of 5/0.

a. Ordinance No. 2021-12 (Second Reading and Adoption)

### PUBLIC HEARINGS

7. **DECLARATION OF RESPONSE LEVEL ONE - WATER SHORTAGE DROUGHT WATCH CONDITION** - Request the City Council approve adopting Resolution No. 2021-177, moving the City of Escondido to Water Shortage Response Level One.

Staff Recommendation: Approval (Utilities Department: Christopher W. McKinney)

a. Resolution No. 2021-177

### CURRENT BUSINESS

8. **DESIGNATION OF CITY OWNED SURPLUS LAND – SMALL PARCELS** - Request the City Council approve adopting Resolution No. 2021-73R to designate city-owned parcels as surplus land.

Staff Recommendation: Approval (Economic Development Department: Jennifer Schoeneck)

a. Resolution No. 2021-73R

9. **CITY OF ESCONDIDO INDEPENDENT REDISTRICTING COMMISSION UPDATE AND BUDGET ADJUSTMENT** -

Request the City Council receive and file an update regarding the Independent Redistricting Commission and approve a budget adjustment in the amount of \$50,000 for enhanced public outreach.

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



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

Wednesday, November 17, 2021

### WORKSHOP

#### 10. TRANSPORTATION SAFETY WORKSHOP -

Request the City Council receive a presentation and hold a workshop to discuss transportation safety.

Staff Recommendation: None (Engineering Services Department: Julie Procopio)

### FUTURE AGENDA

#### 11. 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 WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development. This report is also available on the City's website, [www.escondido.org](http://www.escondido.org).

#### ORAL COMMUNICATIONS

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#### ADJOURNMENT

#### UPCOMING MEETING SCHEDULE

Wednesday, December 01, 2021	4:00 & 5:00 PM	Regular Meeting, <i>Council Chambers</i>
Wednesday, December 15, 2021	4:00 & 5:00 PM	Regular Meeting, <i>Council Chambers</i>



# CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

Wednesday, November 17, 2021

## **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**

## CITY COUNCIL STAFF REPORT

Consent Item No. 2

November 17, 2021

File No. 0400-40

SUBJECT: Approval of Warrants

DEPARTMENT: Finance Department

RECOMMENDATION:

Request approval for City Council and Housing Successor Agency warrant numbers:

357637 – 357890 dated October 27, 2021

357891 – 358095 dated November 3, 2021

FISCAL ANALYSIS:

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

October 21 – October 27, 2021, is \$ 1,985,836.07

October 28 – November 3, 2021, is \$ 1,040,903.91

BACKGROUND:

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



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

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### CLOSED SESSION

Wednesday, October 27, 2021

4:30 p.m. Closed Session

Council Chambers 201 North Broadway, Escondido, CA 92025

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### CALL TO ORDER

Roll Call: Garcia, Inscoe, Martinez, Morasco, McNamara

### ORAL COMMUNICATIONS

None.

### CLOSED SESSION: (COUNCIL/RRB)

1. Conference with legal counsel-anticipated litigation (Government Code §54956(d)(2))
  - a. Claim of Jamie Zeller

### ADJOURNMENT

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

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MAYOR

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CITY CLERK



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### REGULAR SESSION

Wednesday, October 27, 2021

5:00 p.m. Regular Session

Council Chambers 201 North Broadway, Escondido, CA 92025

### MOMENT OF REFLECTION

Zack Beck, City Clerk

### FLAG SALUTE

Michael McGuinness, City Attorney

### CALL TO ORDER

Roll Call: Garcia, Inscoe, Martinez, Morasco, McNamara

### PRESENTATIONS

Helen Putnam Award

Lariah Gill

### CLOSED SESSION REPORT

None.

### ORAL COMMUNICATIONS

Rob Jenkins - North County NAACP will be holding a housing assistance workshop.

### CONSENT CALENDAR

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

1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/RRB)
2. APPROVAL OF WARRANT REGISTER (COUNCIL)
  - a. 357059 - 357246 dated October 6, 2021



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

- b. 357247 - 357452 dated October 13, 2021

### 3. APPROVAL OF MINUTES

- a. October 13, 2021

### 4. AMENDMENT NO. 1 TO THE ESCONDIDO JOINT POWERS FINANCING AUTHORITY AGREEMENT

Request the City Council approve Amendment No. 1 to the Joint Exercise of Powers Agreement of the Escondido Joint Powers Financing Authority. (File No. 0600-35)

Staff Recommendation: Approval (Finance Department: Christina Holmes)

- a. Resolution No. 2021-164
- b. Resolution No. 2021-165
- c. Resolution No. 2021-166

### 5. AUTHORIZATION TO ORDER TELECOMMUNICATIONS SERVICES UNDER THE CALNET

Request the City Council approve authorizing the Director of Information Systems to execute signature- required documents and agreements to procure and maintain telecommunication and network services provided under the CALNET Next Generation Data Networks and Communications Services pricing. (File No. 0600-10, A-3392)

Staff Recommendation: Approval (Information System's Department: Rob Van De Hey)

- a. Resolution No. 2021-170

### **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.)

### 6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE 2021 OMNIBUS THAT AMENDS VARIOUS ARTICLES OF THE ESCONDIDO ZONING CODE

Approved on October 13, 2021 with a vote of 5/0.

- a. Ordinance No. 2021-10 (Second Reading and Adoption)

### 7. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AN AMENDMENT TO TABLE 4.1 IN THE EAST VALLEY PARKWAY SPECIFIC PLAN

Approved on October 13, 2021 with a vote of 5/0.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

- a. Ordinance No. 2021-10 (Second Reading and Adoption)

### CURRENT BUSINESS

**8. FINANCING PLAN AND LEGAL DOCUMENTS FOR THE ISSUANCE OF THE 2021 WASTEWATER SYSTEM REVENUE REFUNDING BONDS**

Request the City Council approve authorizing the issuance and sale of the 2021 Wastewater System Revenue Refunding Bonds to refund the Wastewater Revenue Bonds, Series 2012. (File No. 0440-50)

Staff Recommendation: Approval (Finance Department: Christina Holmes)

- a. Resolution No. 2021-128  
b. Resolution No. EJPFA 2021-01

Motion: Morasco

Second: Inscoe

Approved: 5-0

**9. FINANCIAL STATUS REPORT AND BUDGET ADJUSTMENT REQUEST FOR FISCAL YEAR 2020 - 2021**

Request the City Council receive and file the year-end financial report for the fiscal year 2020 - 2021 and adopt a Budget Adjustment. (File No. 0430-30)

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

Motion: Garcia

Second: Inscoe

Approved: 5-0

**10. CITY OF ESCONDIDO'S MEMBERSHIP IN THE CLEAN ENERGY ALLIANCE, A COMMUNITY CHOICE ENERGY PROGRAM**

Request the City Council approve authorizing the Mayor to execute a Joint Powers Agreement for the City's membership in Clean Energy Alliance, a Community Choice Energy Program that now includes the Cities of Del Mar, Solana Beach, and Carlsbad. (File No. 0600-35)

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

- a. Resolution No. 2021-169



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

b. Ordinance No. 2021-12 (First Reading and Introduction)

Laura Hunter - Representative of the North County Sierra Club. Expressed support for Community Choice Energy.

Gloria Cornejo - Expressed support for climate justice, housing justice and Community Choice Energy. Requested diverse representation on the CCEA and that the City divest from fossil fuels.

Kevin Stevenson - Expressed support for Community Choice Energy.

Roger Davenport - Expressed support for Community Choice Energy.

Cindy Davenport - Expressed support for Community Choice Energy.

Patricia Borchmann - Expressed support for Community Choice Energy.

Motion: Garcia

Second: Martinez

Approved: 5-0

### **11. MIDDLE INCOME HOUSING PROJECT PROPOSALS**

Request the City Council approve up to three unique Middle Income Housing Project Proposals to convert market rate housing to 30-year deed-restricted middle income housing. Each project would provide income and rent-restricted rental housing for households earning between 80% to 120% of the area median income. (File No. 0875-55)

Staff Recommendation: Approval (Community Development Department: Adam Finestone)

a. Resolution No. 2021-151

b. Resolution No. 2021-152

c. Resolution No. 2021-153

Motion: Morasco

Second: Inscoe

Approved: 5-0

## **FUTURE AGENDA**

### **12. FUTURE AGENDA**



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

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)

Deputy Mayor Morasco - Resolution on behalf Escondido against new taxes, charges or fees from SANDAG; California Redistricting

Councilmember Garcia - Request that the Boards and Commissions Subcommittee consider video recording of Planning Commission meetings.

### **COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS**

Councilmember Inscoe - Attended a San Dieguito River Park meeting. Attended a CCAE/Council Subcommittee meeting.

Deputy Mayor Morasco - Attended a Revenue Measure Subcommittee meeting.

Councilmember Garcia - Expressed appreciation for a fence that was recently constructed near the new skate park.

Councilmember Martinez - Created a COVID-19 Task Force. Attended a CCAE/Council Subcommittee meeting.

Mayor McNamara - Attended a Revenue Measure Subcommittee meeting. Mural unveiling at Washington Park on October 30.

### **CITY MANAGER'S WEEKLY ACTIVITY REPORT**

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development. This report is also available on the City's website, [www.escondido.org](http://www.escondido.org).

Weekly Activity Report

### **ORAL COMMUNICATIONS**

None.

### **ADJOURNMENT**





# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Mayor McNamara adjourned the meeting at 8:15 p.m.

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MAYOR

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CITY CLERK



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### Regular Session

Wednesday, November 3, 2021

5:00 p.m. Regular Session

Council Chambers 201 North Broadway, Escondido, CA 92025

### MOMENT OF REFLECTION

Zack Beck, City Clerk

### FLAG SALUTE

Mike McGuinness, City Attorney

### CALL TO ORDER

Roll Call: Garcia, Inscoe, Martinez, Morasco, McNamara

### PRESENTATIONS

Police Department Public Safety Update

### ORAL COMMUNICATIONS

Laura Hunter – Informed the Council about an eviction prevention program that is offered by San Diego County.

### CONSENT CALENDAR

Motion to approve the consent calendar except items 5 and 6: Morasco; Second: Martinez; Vote: 5-0 Approved

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

**2. APPROVAL OF WARRANT REGISTER (COUNCIL)**

Request the City Council approve the City Council and Housing Successor Agency warrant numbers

- a. 357453 – 357636 dated October 20, 2021

Staff Recommendation: Approval (Finance Department: Christina Holmes)

**3. APPROVAL OF MINUTES: None Scheduled**



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

**4. FISCAL YEAR 2020-21 U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT – LOCAL SOLICITATION AND BUDGET ADJUSTMENT -**

Request the City Council approve authorizing the Police Department to accept a \$41,255 FY 2020-21 Edward Byrne Memorial Justice Assistance Grant (JAG); authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. Grant funds will cover salary expenses for part-time patrol technicians and mandated National Incident-based Reporting System (NIBRS) training expenses. Patrol technicians are assigned to the Patrol unit and are utilized to augment front-line law enforcement services, allowing officers to focus on crime-prevention and suppression efforts. NIBRS is a uniform crime reporting system used by law enforcement agencies throughout the country for uniformity in FBI reporting data. NIBRS training will enhance support staff knowledge of the crime reporting system. (File No. 0480-70)

Staff Recommendation: Approval (Police Department: Edward Varso)

**5. FISCAL YEAR 2020 STATE HOMELAND SECURITY GRANT PROGRAM AND BUDGET ADJUSTMENT -**

Request the City Council approve authorizing the Escondido Police Department to accept Fiscal Year 2020 State Homeland Security Grant funds in the amount of \$120,718; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. The County of San Diego Office of Emergency Services authorized the City of Escondido to spend its funds on equipment to support regional public safety projects. The Fire Department will utilize \$59,930 to purchase portable radios. The Police Department will utilize \$60,788 to purchase patrol laptops. (File No. 0480-70)

Staff Recommendation: Approval (Police Department: Edward Varso)

Motion: Martinez; Second: Garcia; Vote: 5-0 Approved.

**6. TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2021 -**

Request the City Council receive and file the July through September 2021 Treasurer's Report. (File No. 0490-55)

Staff Recommendation: Receive and File (City Treasurer's Office: Douglas W. Shultz)

Motion: Morasco; Second: Inscoe; Vote: 5-0 Approved



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

**7. PROPOSED RATE INCREASE FROM ESCONDIDO DISPOSAL, INC. FOR ANNUAL CPI INCREASE TO SOLID WASTE AND RECYCLING RATES AND FEES FOR RESIDENTIAL AND COMMERCIAL COLLECTIONS -**

Request the City Council approve the requested annual residential and commercial solid waste and recycling rates/fees adjustments pursuant to the terms of the City's adopted Solid Waste Disposal and Recycling Franchise Agreement with Escondido Disposal. (File No. 1320-65)

Staff Recommendation: Approval: (Utilities Department: Christopher McKinney)

a. Resolution No. 2021-158

### **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.)

### **CURRENT BUSINESS**

**8. APPOINTING A MEMBER AND AN ALTERNATE MEMBER OF THE BOARD OF DIRECTORS OF THE CLEAN ENERGY ALLIANCE TO REPRESENT THE CITY OF ESCONDIDO -**

Request the City Council adopt Resolution No. 2021-171 appointing a member and an alternate member to the Board of Directors of the Clean Energy Alliance to represent the City of Escondido. (File No. 0120-10)

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

a. Resolution No. 2021-171

Motion to appoint Councilmember Inscoe as primary and Deputy Mayor Morasco as alternate: McNamara; Second: Morasco; Vote: 5-0 Approved

**9. CONSIDER AND DISCUSS SANDAG'S PROPOSED ROAD USER CHARGE -**

Deputy Mayor Morasco requests the City Council review a proposed Road User Charge to be implemented by the San Diego Association of Governments (SANDAG) to charge drivers on San Diego roadway infrastructure a per-mile fee based on the distance they travel and adopt a resolution opposing any such charges.

Staff Recommendation: None (City Attorney's Office: Michael R. McGuinness)

a. *Draft* Resolution No. 2021-178

Laura Hunter - Expressed opposition to this item.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Greg Huskey - Expressed support for this item.

Chris Nava - Expressed opposition to this item.

Noah Harris - Expressed opposition to this item.

Patricia Borchmann - Expressed opposition to this item.

Motion to adopt resolution: Morasco; Second: Inscoe; Vote: 3-2 (Martinez, McNamara - No)  
Approved

- 10. CONSIDER AND DISCUSS CALIFORNIA REDISTRICTING COMMISSION PROCESS –**  
Deputy Mayor Morasco requests the City Council review the California Redistricting Commission process and provide direction to staff for providing input into the process to best represent the communities of interest in the City of Escondido.

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

### FUTURE AGENDA

**11. FUTURE AGENDA -**

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

### COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

#### CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development. This report is also available on the City's website, [www.escondido.org](http://www.escondido.org).

#### ORAL COMMUNICATIONS

None.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### ADJOURNMENT

Mayor McNamara adjourned the meeting at 7:01 p.m.

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MAYOR

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CITY CLERK

## CITY COUNCIL STAFF REPORT

**Consent Item No. 4**

**November 17, 2021**

**File No. 0480-70**

**SUBJECT:** Fiscal Year 2021-22 State of California Citizens' Option for Public Safety Program Grant and Budget Adjustment

**DEPARTMENT:** Police Department

**RECOMMENDATION:**

It is requested that the City Council authorize the Escondido Police Department to accept a FY 2021-22 Citizens' Option for Public Safety Program Grant in the amount of \$232,380; approve grant expenditures consistent with guidelines in AB 1913; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

**FISCAL ANALYSIS:**

Grant funds will be used to augment the Escondido Police Department Operating Budget and will have no impact on the General Fund Budget.

**PREVIOUS ACTION:**

On January 13, 2021, the City Council accepted FY 2020-2021 State of California Citizens' Option for Public Safety Program Grant in the amount of \$232,431.

**BACKGROUND:**

Existing law establishes Supplemental Law Enforcement Services Funds and requires monies from these funds to be allocated to counties and cities for the Citizens' Option for Public Safety Program. In September 2000, the California State Legislature chaptered AB 1913, the Schiff-Cardenas Crime Prevention Act of 2000, which increased appropriations for these funds and established new formulas for State Citizens' Option for Public Safety allocations.

The Escondido Police Department received a FY 2021-22 Citizens' Option for Public Safety Program Grant award in the amount of \$232,380. This grant supports front-line law enforcement services with the intention of enhancing public safety within the community.

The Police Department proposes to use its allocation to cover part-time employees' salaries and benefits. Positions funded by the allocation may include department specialists in the Traffic Division, Patrol Division, Investigations Bureau, Services Bureau, and the Internal Affairs Unit. These part-time employees perform support services that allow front-line law enforcement officers to handle high-priority calls.

FY 2021-22 State of California Citizens' Option for Public Safety Program Grant and Budget Adjustment  
November 17, 2021  
Page 2

These grant funds have been an integral component for the Escondido Police Department's operations for nearly twenty years. Without this funding, the Police Department would be unable to maintain its part-time staff. Approximately 45 part-time employees are funded by this grant. These employees perform administrative and operational duties that would otherwise fall to sworn officers. This necessary funding has allowed for support staff to remain a vital part of the operations of the Escondido Police Department.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Edward Varso*, Chief of Police

11/9/21 5:01 p.m.

ATTACHMENTS:

1. Attachment "1" - Budget Adjustment





## CITY COUNCIL STAFF REPORT

**Consent Item No. 5**

**November 17, 2021**

**File No. 0600-10, A-3388**

**SUBJECT:** Bid Award for the Escondido Creek Trail Crossings Project

**DEPARTMENT:** Engineering Services Department, Design/Capital Improvement Section

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2021-133, awarding the construction contract to Tri-Group Construction, Inc. which was determined to be the lowest responsive and responsible bidder. Resolution No. 2021-133 authorizes the Mayor to execute a Public Improvement Agreement (Exhibit "A") in the amount of \$1,277,723 for the Escondido Creek Trail Bike Path Improvements ("Project").

**FISCAL ANALYSIS:**

There are sufficient funds in the Active Transportation Program grant.

**BACKGROUND:**

This Project was awarded funding through the Active Transportation Program. The purpose of the Project is to close gaps on approximately 2.5 miles of the Escondido Creek Trail Bike Path by adding lighting, pedestrian signals or beacons, crosswalks, ramps and signage to seven intersections located between Juniper and Citrus.

On October 28, 2021, five sealed bids were received in response to the advertised request for bids on this Project. The bid results including the total of the base bid and Alternative A are listed below:

Tri-Group Construction, Inc.	\$1,377,723.00
LC Paving and Sealing	\$1,402,735.37
Blue Pacific Engineering	\$1,544,341.00
L.B. Civil Construction, Inc.	\$1,663,258.00
Eagle Paving	\$1,672,823.60

It is recommended that the contract be awarded to Tri-Group Construction, Inc. Tri-Group's bid was 2.6% higher than the Engineer's Estimate. Considering the project budget, it is recommended that the base bid only be awarded to the contractor for a total contract amount of \$1,277,723.00.

**APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:**

*Julie Procopio*, Director of Engineering Services

11/10/21 2:57 p.m.

Bid Award for Escondido Creek Trail Crossings Project  
November 17, 2021  
Page 2

ATTACHMENTS:

1. Resolution No. 2021-133
2. Exhibit "A" - Public Improvement Agreement

## RESOLUTION NO. 2021-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AWARDED A BID TO TRI-GROUP CONSTRUCTION, INC., AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT FOR THE ESCONDIDO CREEK TRAIL BIKE PATH IMPROVEMENTS.

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the Escondido Creek Trail Bike Path Improvement (“Project”); and

WHEREAS, a notice inviting bids for said improvements was duly published; and

WHEREAS, pursuant to said notice, five (5) sealed bids for the Project were opened and evaluated on October 28, 2021; and

WHEREAS, Tri-Group Construction, Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to award this contract to Tri-Group Construction, Inc. in the amount of \$1,277,723.00;

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

1. That the above recitations are true.
2. That the Mayor is authorized to execute, on behalf of the City, a Public Improvement Agreement with Tri-Group Construction, Inc. in a substantially similar form

to that 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  
PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”),

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

And: Tri-Group Construction and Development, Inc.  
a California corporation  
9580 Black Mountain Road, Suite L  
San Diego, CA 92126  
Attn: Gus Assi  
858-689-0058  
("CONTRACTOR").

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

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the Escondido Creek Trail Bike Path Project (“Project”), occurring on property located at various locations along Escondido Creek as further detailed in the Project Documents (“Property”), as further described herein.

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

1. Project Documents. The Notice Inviting Sealed Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Change Orders, Shop Drawing Transmittals, Information Required of CONTRACTOR, Non-collusion Affidavit, Insurance Certificates, Guarantees, General Conditions, Supplementary General Conditions, Special Conditions, Plans, Drawings, Specifications, the Agreement, and all modifications, addenda, and amendments thereto (“Project Documents”) are incorporated herein by this reference as if fully set forth herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Description and Performance of Work. CONTRACTOR shall furnish all work described in the Project Documents ("Work"). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.
3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$1,277,723** ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy within 60 working days ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.
5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of **\$500** per day for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
6. Insurance Requirements.
  - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
    - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.
    - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under CONTRACTOR's control and engaged in the

Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

- (3) *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
  - (4) *Fire Insurance.* Before the commencement of the Work, the CONTRACTOR shall procure, maintain, and cause to be maintained at the CONTRACTOR's expense, fire insurance on all Work subject to loss or damage by fire and the entire structure on which the Work of this Agreement is to be done to the insurable value thereof. The amount of fire insurance shall be subject to approval by the CITY and shall be sufficient to protect the Work against loss or damage in full until the Work is completed and accepted by the CITY. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the CITY.
  - (5) *Builder's Risk/"All Risk" Insurance.* The CONTRACTOR, during the progress of the Work and until final acceptance of the Work by CITY, shall maintain Builder's Risk/"All Risk," course-of-construction insurance satisfactory to CITY issued on a completed value basis of all WORK pursuant to this Agreement. Coverage is to provide extended coverage and insurance against vandalism, theft, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Engineer's services and expenses required as a result of such insured loss upon the Work, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the CITY and the City Engineer as an additional named insured and any other person with an insurable interest designated.
  - (6) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
  - (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
  - (3) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.



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

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

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

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

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

8. Bonds.

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

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

\_\_\_\_\_  
Paul McNamara  
Mayor

Tri-Group Construction and Development, Inc.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (please print)

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

APPROVED AS TO FORM:

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

BY: \_\_\_\_\_

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



Bond No.: \_\_\_\_\_  
Premium: \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND**

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and Tri-Group Construction and Development, Inc., a California corporation ("Principal"), have entered into that certain Public Improvement Agreement dated \_\_\_\_\_ ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the Escondido Creek Trail Bike Path Project.

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

NOW, THEREFORE, we, the Principal and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held and firmly bound unto the City of Escondido, a California municipal corporation ("City") in the penal sum of one million, three hundred seventy seven thousand, seven hundred twenty three dollars and zero cents (\$1,377,723), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Tri-Group Construction and  
Development, Inc.  
Name of Principal

9580 Black Mountain Road, Suite L  
San Diego, CA 92126  
Address of Principal

By: \_\_\_\_\_  
Signature of Person Signing on Behalf of Principal

\_\_\_\_\_  
Name of Person Signing on Behalf of Principal

\_\_\_\_\_  
Title of Person Signing on Behalf of Principal

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Address of Surety

By: \_\_\_\_\_  
Signature of Person Signing on Behalf of Surety

\_\_\_\_\_  
Name of Person Signing on Behalf of Surety

\_\_\_\_\_  
Title of Person Signing on Behalf of Surety

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

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

BY: \_\_\_\_\_





Bond No.: \_\_\_\_\_  
Premium: \_\_\_\_\_

**LABOR AND MATERIALS BOND**

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and Tri-Group Construction and Development, Inc., a California corporation ("Principal"), have entered into a that certain Public Improvement Agreement dated \_\_\_\_\_ ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the Escondido Creek Trail Bike Path Project.

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

NOW, THEREFORE, the Principal and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of one million, three hundred seventy seven thousand, seven hundred twenty three dollars and zero cents (\$1,377,723), lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the

specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Tri-Group Construction and Development, Inc.  
Name of Principal

By: \_\_\_\_\_  
Signature of Person Signing on Behalf of Principal

9580 Black Mountain Road, Suite L San Diego, CA 92126  
Address of Principal

\_\_\_\_\_  
Name of Person Signing on Behalf of Principal

\_\_\_\_\_  
Title of Person Signing on Behalf of Principal

\_\_\_\_\_  
Name of Surety

By: \_\_\_\_\_  
Signature of Person Signing on Behalf of Surety

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Name of Person Signing on Behalf of Surety

\_\_\_\_\_  
Title of Person Signing on Behalf of Surety

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

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

BY: \_\_\_\_\_

ORDINANCE NO. 2021-12

AN ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING MEMBERSHIP IN CLEAN  
ENERGY ALLIANCE, A COMMUNITY CHOICE  
AGGREGATION PROGRAM

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

WHEREAS, California Public Utilities Code section 366.2 (the "Act") authorizes cities and counties to individually or jointly provide retail electric service to an aggregation of customers within their jurisdictions, which is referred to as Community Choice Aggregation ("CCA"); and

WHEREAS, the Community Choice Technical Feasibility Study, dated May 24, 2021 ("Feasibility Study"), determined that a Community Choice Aggregation program would be both technically and financially feasible and beneficial in the City of Escondido; and

WHEREAS, on October 27, 2021, the Escondido City Council adopted Resolution 2021-169 authorizing the City Manager to execute the Clean Energy Alliance Joint Powers Agreement, and related documents, for membership in the Clean Energy Alliance ("CEA") formed pursuant to the provisions of the Joint Exercise of Powers Act on or about November 4, 2019; and

WHEREAS, under Public Utilities Code section 366.2, customers have the right to opt-out of electric service through CEA and instead continue to receive electric service from the incumbent utility; and

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

## CITY COUNCIL STAFF REPORT

**Public Hearing Item No. 7**

**November 17, 2021**

**File No. 0145-80**

**SUBJECT:** Declaration of Response Level One – Water Shortage Drought Watch Condition

**DEPARTMENT:** Utilities Department, Water Division, Environmental Programs

**RECOMMENDATION:**

It is requested that the City Council adopt Resolution No. 2021-177, authorizing declaration of a Response Level One – Water Shortage Drought Watch Condition.

**FISCAL ANALYSIS:**

No additional funding will be necessary to support this Resolution.

**PREVIOUS ACTION:**

On October 22, 2008, the City Council adopted Ordinance/Resolution No. 2008-30R, establishing Escondido Municipal Code Section 31-232 “Water Shortage Response Levels.”

On June 3, 2015, the City Council adopted Ordinance No. 2015-12, amending Escondido Municipal Code Section 31-232 to reflect State water use restrictions and associated Drought Response Levels.

On May 3, 2017, the City Council adopted Resolution No. 2017-64, ending the City of Escondido’s most recent (“City’s”) Response Level One – Water Shortage Watch Condition.

On June 16, 2021, the City Council adopted Resolution No. 2021-43, authorizing a Water Shortage Contingency Plan.

**BACKGROUND:**

The Governor of California issued a drought emergency proclamation on October 19, 2021 calling for additional water savings by all Californians. On October 28, 2021, the San Diego County Water Authority (“SDCWA”), Escondido’s wholesale water supplier, activated Level 1 – Voluntary Conservation of its Water Shortage Contingency Plan in support of the State’s efforts to sustain California’s water supply following two record-dry years. Adoption of Resolution No. 2021-177 will demonstrate the City’s support of the State’s proclamation through a declaration of a Response Level One – Water Shortage Drought Watch Condition. The goal of Escondido’s Declaration is to reduce water usage, thereby extending water reserves.

A Level One declaration requires the City to increase its public awareness and education efforts. This would be accomplished by direct City outreach in conjunction with the SDCWA’s regional messaging. Outreach efforts will stress the need for action in the face of current record-dry weather conditions, and

Declaration of Response Level One – Water Shortage Drought Watch Condition  
 November 17, 2021  
 Page 2

will inform the public about the resources available to help them reduce their water use. In addition, messaging will focus on increased compliance with the water waste provisions that are already included in Municipal Code Section 31-232, and are required at all times regardless of weather conditions. The provisions echo those in the Governor’s proclamation, including the following measures:

- The loss or escape of water by means of breaks, leaks, or other malfunctions in the water user’s plumbing or distribution system must be repaired within five (5) days of notification by the Utilities Department, or within such other time as determined by the director of utilities or designee.
- Watering or irrigating lawns or landscape areas in a manner causing significant runoff is prohibited.
- Watering or irrigating outdoor landscaping with potable water during a measurable rainfall event or within forty-eight (48) hours of measurable rainfall is prohibited.
- Golf courses, parks, school grounds, landscapes, and recreational fields must only be watered between the hours of 6:00 p.m. and 10:00 a.m., except for very short periods of time for the express purpose of adjusting or repairing the irrigation system.
- Operating a fountain or other water feature that does not recirculate water is prohibited.
- Washing any vehicle with a hose not having a water shut-off nozzle is prohibited. Allowing water to run continuously from a hose while washing any vehicle is also prohibited.
- Washing driveways, sidewalks, parking areas, patios, or other hardscape areas with water from a pressurized source, such as a garden hose, except when necessary to alleviate safety or sanitation hazards, is prohibited.
- Recycled water must be used, after the department has provided to the customer an analysis showing that recycled water, if available, is a cost-effective alternative to potable water and the customer has had a reasonable amount of time, as determined by the director or the director’s designee, to make the conversion to recycled water.
- Using water (unnecessarily) for construction operations, receiving water from a construction meter or water truck for any purpose other than those required by regulatory agencies, is prohibited.
- A hotel or motel must provide guests the option of refusing daily laundering of towels and linens. The hotel or motel shall prominently display notice of this option in each bathroom and sleeping room using clear and easily understood language.
- Restaurants or other public places where food is served, sold, or offered for sale, will not serve drinking water to any customer unless expressly requested by the customer.

These measures apply to Escondido’s potable water customers. The other water districts that operate within Escondido’s municipal boundaries may take similar actions in connection with their customers. Within Escondido’s municipal boundaries, other water-related restrictions can be found in Chapter 22 Article 2, Stormwater Management and Discharge Control.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Christopher McKinney*, Deputy City Manager/Director of Utilities

11/10/21 9:37 a.m.

Declaration of Response Level One – Water Shortage Drought Watch Condition  
November 17, 2021  
Page 3

ATTACHMENTS:

1. Resolution No. 2021-177

## RESOLUTION NO. 2021-177

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE MAYOR AND CITY  
CLERK, TO EXECUTE, ON BEHALF OF THE  
CITY, A DECLARATION OF RESPONSE  
LEVEL ONE – WATER SHORTAGE  
DROUGHT WATCH CONDITION

WHEREAS, the City Council previously adopted Escondido Municipal Code Chapter 31, Article 5, Section 31-232 as part of the Escondido Municipal Code in 2008, authorizing the City Council to declare Water Alert Conditions in response to water shortages within Southern California by duly adopted resolution; and

WHEREAS, since that time, basic conservation measures have been in force at all times that help to preserve water – a precious resource; and

WHEREAS, on October 28, 2021, the San Diego County Water Authority, Escondido’s wholesale water supplier, activated its Level 1 – Voluntary Conservation of its Water Shortage Contingency Plan in support of the State of California’s efforts to sustain California following two record-dry years; and

WHEREAS, declaring a “Level One – Water Shortage Drought Watch Condition” will also support the Governor of California’s October 19, 2021 Drought Emergency Declaration through increased outreach and education to help make the public aware of their responsibilities under the Escondido Municipal Code and of the many resources available to the public to help them reduce their water use.

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

1. That the above recitations are true.
2. That the City Council hereby declares a Response Level One – Water Shortage Drought Watch Condition pursuant to the terms therein Escondido Municipal Code Chapter 31, Article 5, Section 31-232.



## CITY COUNCIL STAFF REPORT

**Current Business Item No. 8**

**November 17, 2021**

**File No. 0690-20**

SUBJECT: Designation of City Owned Surplus Land – Small Parcels

DEPARTMENT: Economic Development

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-73R to designate City-owned parcels as surplus land.

FISCAL ANALYSIS:

Future fiscal impacts depend on if a parcel is ultimately sold or leased for more than five years, the market value of each parcel and the department that would receive funds associated with a sale or lease.

BACKGROUND:

The City of Escondido (“City”) owns real property, which is used for various municipal purposes, such as City Hall, parks, police stations, fire stations, utility facilities, community centers, maintenance yards, etc. In addition, a number of properties are leased to third parties on a short-term basis to provide income and/or provide community-based services. As needs change, the requirements for these properties may be revised and, on occasion, certain parcels may be in excess of the City’s current need. This requires that each site be reviewed in terms of its potential for future public use, as well as its potential benefit to the City.

If a property is no longer needed by the City, it can be disposed of in accordance with the Surplus Land Act, Government Code Section 54200-54234 (“Act”) and a written notice of availability must be sent to all required public entities. Disposition (also known as disposal) of land includes the sale or the lease greater than five years of any city owned parcel. Under the Act, “surplus land” is defined as “land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use.”

Assembly Bill 1486 made changes to the Act, which took effect January 1, 2020. In general, the purpose of the amendment is to promote affordable housing development on unused or underutilized public land. As of January 1, 2021, HCD began implementing the amendment and monitoring local agencies.

Certain surplus lands, however, are exempt from the Act and can be exempt surplus land. One example of “exempt surplus land” is surplus land that is a former street, right of way or easement and is conveyed to an owner of an adjacent property. Both “surplus land” and “exempt surplus land” must be declared

Designation of City Owned Land as Surplus  
November 17, 2021  
Page 2

as such and supported by written findings by the local agency's governing body at a regular public meeting before a local agency may take any action to dispose of the land.

After the property has been declared as surplus land by City Council, a written notice of availability must be sent to all required public entities and housing sponsors. A low and moderate-income housing availability notice will be sent to the California Department of Housing and Community Development, as required in the Act. Any entity that is interested in developing affordable housing can respond within 60 days after the notice and if a notice of interest is received, there is a 90-day good faith negotiating period. If the price or terms cannot be agreed upon during the 90-day good faith negotiation period, the City may dispose of the surplus land.

Before the sale or lease of any parcel, the item will be presented to Council to review the terms of that transaction.

Twenty-eight parcels have been identified, which are no longer required for the City's use and can be designated as surplus land. Most of the parcels were acquired as part of road improvement projects and are no longer needed for the city's purposes.

Site Address	APN	Zoning Designation	Size (acres)	Existing Use	District
1101 E El Norte Pkwy	227-340-01	Single Family Residential	0.09	vacant land, previously considered for stormwater treatment but was not feasible	1
1111 E El Norte Pkwy	227-340-02	Single Family Residential	0.09	vacant land, previously considered for stormwater treatment but was not feasible	1
1121 E El Norte Pkwy	227-340-03	Single Family Residential	0.09	vacant land, previously considered for stormwater treatment but was not feasible	1
1131 E El Norte Pkwy	227-340-04	Single Family Residential	0.09	vacant land, previously considered for stormwater treatment but was not feasible	1
Chestnut Dr right of way	233-622-25	Single Family Residential	0.02	excess land after road improvements	4
Chestnut Dr right of way	233-623-38	Single Family Residential	0.1	excess land after road improvements	4
Chestnut Dr right of way	233-622-19	Single Family Residential	0.03	excess land after road improvements	4
1763 N Broadway	226-202-03	Single Family Residential	0.36	land adjacent to Escondido High School	2

Designation of City Owned Land as Surplus  
November 17, 2021  
Page 3

1640 W 11th Ave 1898 W Valley Pkwy	235-083-21	Single Family Residential	0.01	excess land	4
	235-083-35		0.3		
2141 Bear Valley Pkwy	231-100-01	Single Family Residential	0.17	excess land after road improvements	3
	231-100-02		0.11		
Via Rancho Pkwy /Eucalyptus Ave	238-061-48	Residential Estates	.11	excess land after development	4
	238-530-25		.38		
Citracado Pkwy/Fantero Ave	235-331-25	Single Family Residential	.01	control lots/right of way	4
	235-331-17		.01		
	235-331-18		.01		
	235-331-19		.03		
	235-331-20		.07		
	235-331-21		.01		
	235-331-23		.01		
235-332-56	.01				
Country Club Dr	228-400-19	Escondido Research Technology Center Specific Plan	.03	dedicate road to County, dispose of excess	
	228-400-21		.06		
E Washington Ave	229-310-82	Specific Plan Area	0.03	excess land by channel	1
Poplar Way	229-522-02	Single Family Residential	0.01	control lot	1
Via Rancho Pkwy /Eucalyptus Ave	270-281-31	Estate 1	.08	excess land after road improvements	
	270-281-29		.05		

\*Two parcels above with no District noted are located outside of City limits

The above parcels have been identified as surplus and are not necessary for the City's use. Upon approval by Council, staff will provide a notice of availability to the required entities for its sale or lease.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Jennifer Schoeneck*, Deputy Director of Economic Development  
11/10/21 8:50 a.m.

ATTACHMENTS:

1. Resolution No. 2021-73R

## RESOLUTION NO. 2021-73R

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
DECLARING CITY OWNED PARCELS AS  
SURPLUS LAND

WHEREAS, the City of Escondido (“City”) owns certain real property as indicated  
on the following table; and

Site Address	APN	Zoning Designation	Size (acres)	Existing Use	District
1101 E El Norte Pkwy	227-340-01	Single Family Residential	0.09	vacant land, previously considered for stormwater treatment but was not feasible	1
1111 E El Norte Pkwy	227-340-02	Single Family Residential	0.09	vacant land, previously considered for stormwater treatment but was not feasible	1
1121 E El Norte Pkwy	227-340-03	Single Family Residential	0.09	vacant land, previously considered for stormwater treatment but was not feasible	1
1131 E El Norte Pkwy	227-340-04	Single Family Residential	0.09	vacant land, previously considered for stormwater treatment but was not feasible	1
Chestnut Dr right of way	233-622-25	Single Family Residential	0.02	excess land after road improvements	4
Chestnut Dr right of way	233-623-38	Single Family Residential	0.1	excess land after road improvements	4
Chestnut Dr right of way	233-622-19	Single Family Residential	0.03	excess land after road improvements	4
1763 N Broadway	226-202-03	Single Family Residential	0.36	land adjacent to Escondido High School	2
1640 W 11th Ave 1898 W Valley Pkwy	235-083-21	Single Family Residential	0.01	excess land	4
	235-083-35		0.3		
2141 Bear Valley Pkwy	231-100-01	Single Family Residential	0.17	excess land after road improvements	3
	231-100-02		0.11		
Via Rancho Pkwy /Eucalyptus Ave	238-061-48	Residential Estates	.11	excess land after development	4
	238-530-25		.38		

Citracado Pkwy/Fantero Ave	235-331-25	Single Family Residential	.01	control lots/right of way	4
	235-331-17		.01		
	235-331-18		.01		
	235-331-19		.03		
	235-331-20		.07		
	235-331-21		.01		
	235-331-23		.01		
	235-332-56		.01		
Country Club Dr	228-400-19	Escondido Research Technology Center	.03	dedicate road to County, dispose of excess	*
	228-400-21	Specific Plan	.06		
E Washington Ave	229-310-82	Specific Plan Area	0.03	excess land by channel	1
Poplar Way	229-522-02	Single Family Residential	0.01	control lot	1
Via Rancho Pkwy /Eucalyptus Ave	270-281-31	Estate 1	.08	excess land after road improvements	*
	270-281-29		.05		

WHEREAS, it has been determined that the parcels are no longer required for the City's use; and

WHEREAS, the Surplus Land Act (Gov't Code § 54220 *et seq.*) (the "Act") requires local agencies, prior to disposing of surplus real property, to provide a notice of availability of that property to certain entities for specified uses, including affordable housing, parks and recreation, or open space; and

WHEREAS, the Act defines "surplus land" as "land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use"; and

WHEREAS, the City is a "local agency" as defined by the Act and desires to dispose of the surplus land that is not necessary for the City's use; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to declare the parcels as surplus land and to dispose of the identified parcels.

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

1. The above recitations are true.
2. The City Council does hereby make such written findings as are required by the Act, based upon the information contained in the Staff Report and provided at the hearing on this matter, and declares each of the above-referenced parcels as “surplus land” pursuant to the Act.
3. The Real Property Manager is authorized, on behalf of the City, to undertake the process to dispose of the above-referenced surplus land pursuant to the Act.

## CITY COUNCIL STAFF REPORT

**Current Business Item No. 9**

**November 17, 2021**

**File No. 0430-80**

**SUBJECT:** City of Escondido Independent Redistricting Commission Update and Budget Adjustment

**DEPARTMENT:** City Clerk's Office

**RECOMMENDATION:**

It is requested that the City Council receive and file an update regarding the Independent Redistricting Commission and approve a budget adjustment in the amount of \$50,000 for enhanced public outreach and translation services.

**FISCAL ANALYSIS:**

The Independent Redistricting Commission is requesting a Budget Adjustment in the amount of \$50,000 for enhanced public outreach and translation services.

**PREVIOUS ACTION:**

On January 27, 2021, the City Council unanimously approved a budget of \$200,000 for the Escondido Independent Redistricting Commission. The budget included funding for each of the required elements of the Consent Decree (Attachment "1"): translation of six public hearing notices into four languages; translation of three public hearing notices into one language; publication of the hearing notices (36 notices for nine hearings); interpretation services at the public hearings; payment for an expert consultant; and extraneous office, meeting, and printing costs.

**BACKGROUND:**

According to the terms of the Consent Decree, a seven-member Independent Redistricting Commission will update the current City Council Districts for future City Council elections, with the initial implementation occurring during the November 2022 General Election.

A panel of three retired judges residing in San Diego County was selected to appoint the seven commissioners from a pool of applicants/nominees. The City Clerk's Office accepted applications and nominations to the Commission. The three Selection Panel judges held a meeting to consider and appoint the seven commissioners. A total of 20 individuals submitted applications. Ultimately, the following seven individuals were appointed to the Commission: Carolyn Clemens, Amy Doan, Juan Reynoso, Kristy Jurgensen, Mariela Saldana, Robert Chase and Xochitl Reyes.

The Commission has held public meetings regularly over the course of the last year. During this time, the Commission has hired Dr. Karin MacDonald (Q2 Data) to serve as the demographer; finalized the times and locations of the nine map-drawing Public Hearings that will take place in January and

City of Escondido Independent Redistricting Commission Update and Budget Adjustment  
November 17, 2021  
Page 2

February of 2022 (Attachment “2”); and formalized an outreach plan that will be carried out by the City of Escondido Communications Department.

Per Section D of the Consent Decree, “The Commission shall conduct an open and transparent process that ensures full and meaningful public consideration of and comment on the drawing of district lines... The Commission shall make every reasonable effort to afford maximum public access to its proceedings.”

Due to the pandemic, the Commission will be holding its required nine public hearings in-person and online. In order to ensure “maximum public access to its proceedings”, the Commission would like to offer real-time translation services to members of the public that attend the public hearings online. The cost to provide translation services online is approximately \$23,100.

Furthermore, in order to ensure “full and meaningful public consideration of and comment on the drawing of district lines” the Commission would like to expand its current public outreach efforts by increasing the marketing budget.

As a result, the Commission voted unanimously on October 25, 2021 (Attachment “3”) to request an additional \$50,000 for enhanced public outreach and translation services. Per Section B of the Consent Decree, “The City Council shall appropriate to the Commission and to the City Clerk the funds necessary to accomplish its task...” Resources not allocated by the Commission will be returned the General Fund.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Zack Beck*, City Clerk  
11/9/21 6:26 p.m.

ATTACHMENTS:

1. Attachment “1” – Consent Decree
2. Attachment “2” – Independent Redistricting Commission Meeting Schedule
3. Attachment “3” – Independent Redistricting Commission Minutes
4. Attachment “4” – Budget Adjustment



1 JAMES M. FINBERG (SBN 114850) )  
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 2 SCOTT A. KRONLAND (SBN 171693) )  
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 cpitts@altshulerberzon.com )  
 4 ALTSHULER BERZON LLP )  
 177 Post Street, Suite 300 )  
 San Francisco, California 94108 )  
 5 Telephone: (415) 421-7151 )  
 Facsimile: (415) 362-8064 )  
 6  
 7 Attorneys for Plaintiffs Demetrio Gomez, )  
 Giovanni Campos, Oscar Gomez, Mateo )  
 Saldivar, and Samuel Saldivar )  
 8

**F I L E D**  
 Clerk of the Superior Court  
 APR 19 2013  
 BY Noreen McKinley, Deputy

9  
 10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 11 COUNTY OF SAN DIEGO  
 12 NORTH COUNTY REGIONAL CENTER

13 DEMETRIO GOMEZ, *et al.*, ) Case No: 37-2011-00060480-CU-CR-NC  
 )  
 14 Plaintiff, ) [PROPOSED] JUDGMENT  
 ) Unlimited Civil Case  
 15 v. )  
 ) Judge Earl H. Maas, III  
 16 CITY OF ESCONDIDO, *et al.* ) Dept. N-28  
 )  
 17 Defendants. ) Case Filed: December 20, 2011  
 18 )

19 Good cause appearing:

20 1. The [PROPOSED] CONSENT DECREE submitted to the Court on March 22,  
 21 2013 and attached hereto as Exhibit A, is hereby adopted as an Order of the Court.

22 2. Judgment pursuant to the Consent Decree's findings of fact and conclusions of  
 23 law is hereby made and shall be entered by the Clerk pursuant to the terms and conditions set  
 24 forth in the Consent Decree.

25 3. The Court reserves exclusive and continuing jurisdiction over this action for the  
 26 purposes of enforcing the terms of the Consent Decree and providing such further relief as may  
 27 be appropriate.  
 28

1           4.     Plaintiffs' claims under the federal Voting Rights Act of 1965, as amended, 42  
2 U.S.C. §1973 *et seq.*, are hereby dismissed with prejudice.

3           5.     Plaintiffs' claims against the Escondido City Council, the Mayor of Escondido,  
4 the Deputy Mayor of Escondido, and the Escondido City Clerk are hereby dismissed.

5  
6 **IT IS SO ORDERED, ADJUDGED AND DECREED** this \_\_\_\_ day of \_\_\_\_, 2013.

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\_\_\_\_\_  
Hon. Earl H. Maas, III  
Superior Court of the State of California  
County of San Diego



1 **I. INTRODUCTION**

2 This lawsuit involves a challenge under both the California Voting Rights Act of 2001,  
3 Cal. Elec. Code §14025 *et seq.* ("CVRA"), and the federal Voting Rights Act of 1965, as  
4 amended, 42 U.S.C. §1973 *et seq.*, ("FVRA"), to the City of Escondido's current method for  
5 electing members of its City Council. Under that system, City Council members are elected "at-  
6 large" by all of the voters in Escondido. Plaintiffs claim that racially polarized voting in at-large  
7 City Council elections dilutes the voting strength of Escondido's Latino voters and thereby  
8 impairs their ability to participate in the political process, to elect candidates of their choice, and  
9 to influence the outcome of elections. Plaintiffs claim that the at-large system results in a denial  
10 or abridgement of their right to vote on account of their race or color, in violation of state and  
11 federal voting rights laws, and that the City is required to replace the current at-large system with  
12 a district-based system in which the City Council members are elected from non-overlapping  
13 subdivisions of Escondido.

14 The parties desire to avoid unnecessary, expensive, and protracted litigation over State  
15 CVRA claims on which Plaintiffs are likely to succeed, and have accordingly entered into this  
16 Consent Decree ("Decree"). The parties have stipulated, and the Court finds, that voting within  
17 Escondido elections is racially polarized, as defined herein, and that, to the extent necessary to  
18 establish a violation of the CVRA, this racial polarization results in the abridgement or dilution  
19 of the voting rights of Escondido's Latino citizens, impairing their ability to elect candidates of  
20 their choosing and influence the outcome of elections. These facts establish a violation of  
21 Plaintiffs' rights under the CVRA, and the parties have accordingly stipulated to Defendants'  
22 liability under the CVRA. As part of this Decree, Plaintiffs have agreed to dismiss all FVRA  
23 claims with prejudice.

24 To remedy this CVRA violation, the Decree provides that Escondido will replace its  
25 existing at-large method for electing City Council members with a method in which City Council  
26 members are elected from four distinct districts and the Mayor is elected at-large. The Decree  
27 provides that an independent districting commission will create and recommend districts, taking  
28

1 into consideration the requirements of state and federal voting rights laws, the desire for  
 2 geographic continuity and compactness, and the preference to maintain the integrity of  
 3 neighborhoods and communities of interest. The Decree requires the Commission to involve the  
 4 public in its decision-making, and prohibits the Commission from drawing any district that  
 5 violates state and federal voting rights laws. The Commission's districting plan is subject to final  
 6 approval by the Escondido City Council.

7 This Decree has been voluntarily entered into by the parties to this litigation, has been  
 8 approved by the Superior Court of the State of California, County of San Diego as to its form and  
 9 substance, and is entered as an Order of the Court. This Decree finally resolves all claims in the  
 10 litigation now pending between the parties. The Court retains jurisdiction to enforce the  
 11 provisions of this Decree.

## 12 **II. PURPOSE OF THE CONSENT DECREE**

13 The parties have entered into this Consent Decree for the following purposes:

14 A. To resolve all disputes covered by the Decree in such a way as to avoid  
 15 unnecessary, expensive, and protracted litigation in a case in which Defendants are willing to  
 16 stipulate to liability;

17 B. To ensure that future elections for the City of Escondido's City Council are  
 18 conducted under a district-based method of election in compliance with the CVRA; and

19 C. To establish a fair and impartial process, providing adequate public notice and  
 20 opportunity for comment, for the design and adoption of a plan for electing members of the City  
 21 Council that replaces the current at-large voting system with a district-based system that provides  
 22 for four single-member districts that are drawn in compliance with State and federal law.

## 23 **III. DEFINITIONS**

24 When used in this Decree, the terms defined below shall have the following meanings:

25 A. "Approval Date" means the date upon which the Court signs this Decree.

26 B. "At-large" means a voting system in which the voters of the entire jurisdiction  
 27 vote for all of the members of the governing body. Cal. Elec. Code §14026(a)(1).

- 1 C. "City" means the City of Escondido.
- 2 D. "City Council" means the Escondido City Council.
- 3 E. "Court" means the Superior Court of the State of California, County of San Diego.
- 4 F. "Defendants" means the City of Escondido; the City Council; and the Mayor,  
5 Deputy Mayor, and City Clerk, in their official capacities for the City of Escondido.
- 6 G. "District-based" means a method of electing members to the governing body of a  
7 political subdivision in which the candidate must reside within an election district that is a  
8 divisible part of the political subdivision, and is elected only by voters residing within that  
9 election district. Cal. Elec. Code §14026(b).
- 10 H. "Escondido" means the City of Escondido.
- 11 I. "Final Approval" means the entry of this Decree by the Court.
- 12 J. "Political subdivision" means a geographic area of representation created for the  
13 provision of government services, including, but not limited to, a city, a school district, a  
14 community college district, or other district organized pursuant to state law. Cal. Elec. Code  
15 §14026(c).
- 16 K. "Plaintiffs" means Demetrio Gomez, Giovanni Campos, Oscar Gomez, Mateo  
17 Saldivar, and Samuel Saldivar.
- 18 L. "Protected class" means a class of voters who are members of a race, color or  
19 language minority group, as this class is referenced and defined in the federal Voting Rights Act,  
20 42 U.S.C. §1973 *et seq.* Cal. Elec. Code §14026(d).
- 21 M. "Racially polarized voting" means voting in which there is a difference in the  
22 choice of candidates or other electoral choices that are preferred by voters in a protected class,  
23 and in the choice of candidates and electoral choices that are preferred by voters in the rest of the  
24 electorate. Cal. Elec. Code §14026(e).
- 25 N. "Voter" means any person who is a United States citizen 18 years of age or older  
26 and who is registered or eligible to vote in Escondido.

27 //

28

1 **IV. LITIGATION BACKGROUND**

2 On December 20, 2011, Plaintiffs (all of whom are Latino voters in Escondido), and the  
3 State Building and Construction Trades Council of California filed a complaint alleging that the  
4 City's at-large system for electing members of the Escondido City Council dilutes the voting  
5 strength of Escondido's Latino voters and thereby impairs their ability to participate in the  
6 political process, to elect candidates of their choice, and to influence the outcome of elections.  
7 Plaintiffs alleged that the City's at-large system results in a denial or abridgement of their right to  
8 vote on account of race or color, in violation of both the CVRA and the federal Voting Rights  
9 Act. Plaintiffs sought a declaratory judgment that Escondido's at-large method of electing City  
10 Council members violates the CVRA and the federal Voting Rights Act; preliminary and  
11 permanent injunctive relief enjoining Defendants from applying the at-large system to future City  
12 Council elections; permanent injunctive relief mandating a new district-based system for City  
13 Council elections; and attorneys' fees and costs.

14 Defendants demurred to Plaintiffs' complaint, challenging the State Building and  
15 Construction Trade Council's standing. The Court sustained Defendants' demurrer and  
16 dismissed the Council from the action on March 28, 2012. Defendants thereafter answered the  
17 Complaint on April 2, 2012. Defendants denied every allegation in Plaintiffs' complaint and  
18 asserted that Plaintiffs were entitled to no relief on their claims under the CVRA or the federal  
19 Voting Rights Act.

20 Notwithstanding this denial of liability, Defendants sought to address the claims in  
21 Plaintiffs' complaint by including provisions converting the City's at-large method for electing  
22 City Council members to a district-based system in a proposed charter for the City, which was  
23 under consideration by the City Council prior to the initiation of this lawsuit and which included  
24 several provisions unrelated to City Council elections. On May 23, 2012, the City Council voted  
25 to include in the proposed charter the following sections:

26 Section 300. Enumeration and Term

27 The elected officers of the City shall consist of:

28 A City Council composed of five members who are registered voters of the City,  
four to be residents of their respective Districts and nominated and elected only by  
the residents of their respective Districts. The fifth shall be nominated and elected

1 from the City at large and shall hold the office of Mayor.

2 Section 301. Districts

3 For the purpose of electing the members of the Council, excepting the Mayor, the  
4 City shall be divided into four Districts. The City Council shall, by ordinance,  
5 establish four Districts that shall be used for the elections of Council members,  
6 excepting the Mayor. Said Districts shall be in compliance with applicable laws.  
7 The ordinance establishing the boundaries of the Districts shall be adopted on or  
8 before December 31, 2013.

6 Section 302. Redistricting

7 District boundaries shall be altered when necessary as shown by the most recent  
8 federal decennial census, or by more current data certified by the City Council as  
9 sufficiently reliable and detailed to serve as a basis for district boundary alteration,  
10 or by annexation or consolidation of territory.

9 After a further public hearing held on June 13, 2012, the City Council voted to submit the  
10 proposed charter to the voters at the November 6, 2012 general election. The Court stayed  
11 proceedings in this case pending the outcome of that election.

12 The voters ultimately rejected the proposed charter. Escondido therefore continues to  
13 elect City Council members through its existing at-large system.

14 On November 26, 2012, Defendant City of Escondido filed a statement with the Court  
15 expressing Defendants' intent "to resolve this action without continuing litigation." The parties  
16 thereafter engaged in extensive settlement discussions and exchanged various proposals  
17 regarding injunctive relief. After extensive negotiations, the parties agreed upon the terms of this  
18 Decree.

19 **V. JURISDICTION**

20 The Court has jurisdiction over the parties and subject matter of this action, and venue is  
21 proper in this Court. The Complaint in this action asserts claims that authorize the Court to grant  
22 the injunctive relief set forth in this Decree. The Court shall retain jurisdiction over this matter to  
23 enforce the provisions of the Decree, and for such further relief as may be appropriate.

24 **VI. TERM OF THE DECREE**

25 A. The equitable provisions of this Decree are effective immediately upon the  
26 Approval Date.

27 B. Except as otherwise provided herein, the provisions of this Decree and the  
28



1 agreements contained herein shall remain in effect for a period of five (5) years from the  
 2 Approval Date, or for a period of one (1) year from the date a final initial Districting Plan is  
 3 adopted, whichever is later.

#### 4 VII. RELEASE AND DISMISSAL OF CLAIMS

5 Plaintiffs and Defendants hereby stipulate to the dismissal of all claims by Plaintiffs  
 6 against the City Council, Mayor, Deputy Mayor, and City Clerk. Upon Final Approval of the  
 7 Decree, for and in consideration of the mutual promises, terms, and conditions by and between  
 8 Plaintiffs and Defendants set forth herein, the sufficiency of which is expressly acknowledged,  
 9 the Plaintiffs do hereby fully, finally, and forever release and discharge Defendants and anyone  
 10 acting in concert with or on behalf of them, from any and all past and/or present claims,  
 11 demands, actions, causes of action, suits, damages, liabilities, assessments, judgments, attorneys'  
 12 fees, costs, losses, debts, obligations and expenses, of any and every nature whatsoever, arising  
 13 from the City's current at-large system for electing City Council members. Provided, however,  
 14 that this Decree does not constitute a waiver of any claims arising after the Approval Date,  
 15 including claims arising from any at-large system for electing City Council members that may be  
 16 established in the future that differs from that set forth in this Consent Decree and claims for any  
 17 additional attorneys' fees or costs incurred by Plaintiffs after the Approval Date in litigating this  
 18 lawsuit.

#### 19 VIII. STIPULATION AND DETERMINATION OF LIABILITY

##### 20 A. Factual Findings

21 The parties stipulate to, and the Court makes, the following findings of fact:

##### 22 Existing City Council Election System

23 1. The City of Escondido is a general law city organized under the laws of  
 24 the State of California, Cal. Gov't Code §34100 *et seq.*, located in the County of San Diego. The  
 25 City is a political subdivision within the meaning of Cal. Elec. Code §14026(a).

26 2. Escondido is governed by a five-member Escondido City Council, which  
 27 acts as the governing and legislative body for the City, within the meaning of Cal. Elec. Code  
 28

1 §14028(a).

2 3. The City Council is composed of the Mayor of Escondido and four City  
3 Council members, all of whom serve four-year terms. City Council elections are staggered such  
4 that two City Council members are elected every two years.

5 4. City Council elections are conducted by an "at-large method of election,"  
6 within the meaning of Cal. Gov't Code §14026(a)(1). All Escondido voters, regardless of where  
7 they reside within Escondido, vote for their preferred City Council candidates, and the two  
8 candidates who receive the most votes are elected to the City Council.

9 5. Consistent with and in compliance with California law regulating general  
10 law cites, the City has used an at-large voting system since its incorporation in 1888.

11 Escondido's Voting Population

12 6. As of the 2010 census, the total population of Escondido was 143,911.

13 7. As of the 2010 census, 48.9% of Escondido's total population, or 70,326  
14 residents, were Hispanic or Latino.

15 8. Latinos comprise approximately 26% of Escondido's Citizen Voting Age  
16 Population (CVAP).

17 9. Escondido's Latino residents are not evenly dispersed throughout  
18 Escondido. Rather, Latino residents are concentrated in specific neighborhoods, including  
19 neighborhoods in Escondido's historic central core such as the Mission Park neighborhood.

20 Escondido Has a Pattern of Racially Polarized Voting that Impairs the Ability of Latino  
21 Voters To Elect Candidates of their Choice

22 11. Voting in elections for City Council members has been and continues to be  
23 racially polarized. Statistical analyses of multiple elections in Escondido show that Escondido's  
24 Latino voters tend to vote similarly to one another, while voting differently from non-Latino  
25 voters. The pattern of racially polarized voting in City Council elections is statistically  
26 significant. Similar statistically significant patterns exist in elections for the California  
27 Legislature, in federal elections, and in voting on state ballot initiatives.

28 12. Prior election results demonstrate that Escondido's at-large method of

1 electing members of the City Council impairs the ability of Latino voters to elect candidates of  
2 their choice and to influence the outcome of elections.

3 13. Only two Latinos have ever been elected to the Escondido City Council.

4 **B. Conclusions of Law**

5 Based on the foregoing undisputed facts, the parties hereby stipulate to Defendants'  
6 liability under the CVRA. Specifically, the parties stipulate to, and the Court makes, the  
7 following conclusions of law:

8 1. Latinos are a protected class under the FVRA and the CVRA.

9 2. Voting in elections for City Council members has been and continues to be  
10 racially polarized for purposes of the CVRA.

11 3. To the extent necessary to establish a violation of the CVRA, Escondido's  
12 at-large method of electing members of the City Council dilutes the voting rights of Latino voters  
13 in Escondido, and thereby impairs their ability to elect candidates of their choice and to influence  
14 the outcome of elections.

15 4. Given the evidence of racially polarized voting in Escondido, as well as  
16 the resulting abridgement or dilution of the voting rights of Latino voters, Escondido's existing  
17 at-large voting system for electing members of City Council violates the CVRA.

18 5. The usual, appropriate, and required remedy where a general law city's at-  
19 large method of electing City Council members violates the CVRA is to require a new district-  
20 based method of election. Cal. Elec. Code §14029 ("Upon a finding of a violation of [the  
21 CVRA], the court shall implement appropriate remedies, including the imposition of district-  
22 based elections . . .").

23 6. The necessary remedy for the violation of Plaintiffs' rights under the  
24 CVRA is the conversion of Escondido's existing at-large method of electing City Council  
25 members into a district-based system in which each of the four City Council member resides  
26 within, and is elected by voters within, one of four non-overlapping, geographically defined  
27 districts, and the Mayor is elected at-large.

1           7.     City Attorney Jeffrey Robert Epp has the legal authority to enter into and  
2 sign this settlement agreement for the City of Escondido.

3 **IX.   PROCESS FOR CONVERSION FROM AT-LARGE TO DISTRICT-BASED**  
4 **ELECTION SYSTEM**

5           A.     Appointment of Independent Commission. The City shall establish a seven-  
6 member independent districting and redistricting commission ("Commission"), which shall be  
7 vested with authority to develop an initial district-based plan for future City Council elections.

8                 1.     To establish a truly independent districting or redistricting commission, the  
9 selection process must be free of political influence and must be reasonably representative of the  
10 City's diversity.

11                 2.     Members of the Commission shall be appointed by a panel of three retired  
12 judges residing in San Diego County ("Selection Panel"). For the City's initial districting,  
13 Counsel for Defendants shall select one retired judge, counsel for Plaintiffs shall select one  
14 retired judge, and the two judges so selected shall select the third retired judge who will serve  
15 upon the Selection Panel. For each future redistricting, the City Manager will compile a list of  
16 retired judges willing to serve on the Selection Panel and residing in San Diego County. The  
17 three members of the Selection Panel will be chosen from that list. The names shall be drawn by  
18 the City Manager in the fashion described in California Penal Code sections 900(a) and 902. If  
19 one seat on the Selection Panel is left vacant due to a lack of qualified individuals willing to  
20 serve, that position shall be filled by a retired judge selected by the other two Selection  
21 Commission members. The members of the Selection Panel shall be chosen by June 1 of the  
22 year in which this Decree is approved, and thereafter by September 1 of every year in which a  
23 national decennial census is taken.

24                 3.     The Escondido City Clerk shall solicit nominations for appointment to the  
25 Commission in accordance with this provision by June 1 of the year in which this Decree is  
26 approved, and thereafter by September 1 of every year in which a national decennial census is  
27 taken. Individuals or organizations desiring to nominate persons for appointment to the  
28 Commission shall do so in writing to the City Clerk within the nominating period.

1                   4.     The City Clerk shall remove from the pool any individual who is not a  
2 qualified elector in the City of Escondido or who, within the ten years preceding the date of  
3 application:

- 4                   a.     Was a candidate for local, federal, or California state office;  
5                   b.     Was a paid employee or paid consultant of the campaign for a California  
6 political candidate or for a California political committee as defined by federal or state law;  
7                   c.     Was an official or paid employee of any California political party  
8 organization;  
9                   d.     Made monetary contributions to California political campaigns or political  
10 parties that exceed a total of \$5,000 during a two-year period, which amount shall be adjusted  
11 consistent with the consumer price index in future years; or  
12                   e.     Is currently a candidate for local, federal, or California state office.

13                   5.     The Clerk shall transmit the names and information regarding all  
14 remaining nominees with the names of corresponding nominating individuals and organizations  
15 to the Selection Panel immediately upon the close of nominations. The Selection Panel shall  
16 appoint seven (7) individuals to serve as members of the Commission no later than September 1  
17 of the year in which this Decree is approved, and thereafter no later than December 1 of every  
18 year in which a national decennial census is taken. The Selection Panel shall use its best efforts  
19 to appoint people who will give the Commission racial, geographic, social, and ethnic diversity,  
20 and who, in its judgment, have a high degree of competency to carry out the responsibilities of  
21 the Commission and a demonstrated capacity to serve with impartiality.

22                   6.     Persons who accept appointment to the Commission shall, at the time of  
23 their appointment, file a written declaration with the Clerk stating that within five (5) years of the  
24 Commission's adoption of a final districting or redistricting plan, they will not seek election to a  
25 City of Escondido or Escondido Unified School District public office. The members of the  
26 Commission shall serve until the districting or redistricting plan adopted by the Commission  
27 becomes effective and any and all legal and referendum challenges have been resolved. The City  
28

1 Council can reconvene the Commission at any time prior to the appointment of the next  
2 Commission.

3 7. Any vacancy in the Commission which occurs after the Commission is  
4 constituted shall be filled within seven calendar days by the Selection Panel, following the same  
5 procedure and using the same criteria established herein.

6 B. **Funding of Independent Commission.** Within sixty (60) days after the members  
7 of the Commission are appointed, the Commission shall adopt a budget and submit it to the City  
8 Council. The City Council shall appropriate to the Commission and to the City Clerk the funds  
9 necessary for the Commission to accomplish its task, including paying for an expert consultant.

10 C. **Retention of Expert Consultant.** Once constituted, the Commission shall retain  
11 an expert consultant familiar with the requirements of the CVRA and FVRA, census data and its  
12 use in redistricting, public engagement in redistricting, and with drawing voting districts.

13 D. **Public Hearings and Notice and Comment Period.** The Commission shall  
14 conduct an open and transparent process that ensures full and meaningful public consideration of  
15 and comment on the drawing of district lines.

16 1. The Commission shall provide public notice of and hold a minimum of six  
17 (6) public hearings at which all Escondido citizens will have equal opportunity to comment on  
18 the drawing of district lines.

19 2. The public hearings shall be held at six geographically diverse locations  
20 throughout Escondido. The Commission shall make every reasonable effort to afford maximum  
21 public access to its proceedings. In particular, the Commission shall fix the times and locations  
22 of the hearings so as to assure accessibility to Escondido's Latino and other ethnic communities,  
23 including Escondido's Chinese, Vietnamese, and Filipino communities.

24 3. Notice of each of the public hearings shall be provided in English,  
25 Spanish, Chinese, Vietnamese, and Filipino.

26 4. Spanish, Chinese, Vietnamese, and Filipino translation services shall be  
27 provided at each of the public hearings.

28

1           E.     Preparation of Preliminary Plan. After having heard comments from the  
2 public, and no later than 150 days after the Commission's members are appointed, the  
3 Commission shall, in consultation with the expert consultant, prepare a preliminary districting  
4 plan dividing the City into four (4) Council districts. If adopted by the City, those districts shall  
5 be used for all future elections of City Council members, including their recall, and for filling any  
6 vacancy in the office of member of the Council until new districts are established. The  
7 Commission shall draw the proposed district boundary lines of the City pursuant to the criteria  
8 set forth in the following order of priority:

- 9                     1.     Districts shall comply with the United States Constitution, including  
10 containing reasonably equal population.
- 11                     2.     Districts shall comply with the federal Voting Rights Act.
- 12                     3.     Districts shall be geographically contiguous and drawn to encourage  
13 geographic compactness.
- 14                     4.     Districts shall be drawn with respect for geographic integrity of any  
15 neighborhood and any community of interest, including racial, ethnic, and language minorities, to  
16 the extent possible without violating the requirements of any of the preceding provisions.  
17 Communities of interest shall not include relationships with political parties, incumbents, or  
18 political candidates.
- 19                     5.     The place of residence of any incumbent or political candidate shall not be  
20 considered in the drawing of district boundaries. Districts shall not be drawn for the purpose of  
21 favoring or discriminating against an incumbent, political candidate, or political party.

22           F.     Production of Preliminary Plan. The Commission shall file its designated  
23 preliminary districting plan with the City Clerk, along with a report outlining the bases on which  
24 its decisions were made as to district boundaries and explaining its compliance with the criteria  
25 outlined in Subsection IX.E of this Decree, including any definitions of any terms or standards  
26 used in drawing its draft plan. The preliminary plan and accompanying report shall be made  
27 publicly available.

28

1           G.     Public Hearings on Draft Plan. During the thirty (30) day period after filing the  
2 designated preliminary districting plan with the City Clerk, the Commission shall hold at least  
3 three (3) public hearings in various geographic areas of the City before it makes any  
4 modifications. Notice of the public hearings shall be provided in both English and Spanish, and  
5 the public hearings shall be conducted in both English and Spanish.

6           H.     Approval of Recommended Districting Plan. After having heard comments  
7 from the public on the preliminary plan, and no later than forty (40) days after filing the  
8 preliminary districting plan with the City Clerk, the Commission shall, in consultation with the  
9 expert consultant, approve a Recommended Districting Plan by majority vote. The approved  
10 Recommended Districting Plan will be submitted to the City Council for its up or down approval.

11          I.     City Council Approval of Final Districting Plan. The City Council shall hold at  
12 least one (1) public hearing on the Recommended Districting Plan of the Commission before any  
13 adoption of a Final Districting Plan. No later than forty (40) days after submission of the  
14 Recommended Districting Plan to the City Council, the City Council shall either approve or  
15 disapprove the Recommended Districting Plan in its entirety. If the Council approves the  
16 Recommended Districting Plan, it shall become the Final Districting Plan and shall be  
17 implemented. If the Council disapproves the Recommended Districting Plan the Council shall  
18 submit in writing to the Commission the reasons for such disapproval. The Commission shall  
19 consider any reasons for such disapproval submitted to it by the Council and shall consider  
20 whether to make alterations to the Recommended Districting Plan in response to such reasons.  
21 Within forty (40) days of the City Council's submission of its reasons for disapproval, the  
22 Commission shall submit the same or an altered Recommended Districting Plan to the City  
23 Council for approval.

24          J.     Implementation of Plan.

25               1.     Until new districts are established, the districts drawn shall be used for all  
26 regular elections of Council members; for the recall of any Council member elected from the new  
27 districts; for the appointment of any new Council member to fill a vacancy in the office of  
28



1 member of the Council elected from the new districts, and for any special election to fill a  
2 vacancy in the office of member of the Council elected from the new districts.

3           2.     The first Recommended Districting Plan shall be approved by the City  
4 Council no later than 120 days before the November 2014 City Council election. If the City  
5 Council has not approved a Recommended Districting Plan by that date, the Recommended  
6 Districting Plan most recently submitted to the City Council by the Commission shall become the  
7 Final Districting Plan and shall be implemented.

8           3.     After the Final Districting Plan has been approved, the City Clerk shall  
9 arbitrarily assign each district a number from one to four. The districts will thereafter be  
10 designated District One, District Two, District Three, and District Four.

11           4.     A period of transition from at-large to district elections will occur from the  
12 time of adoption of the first districting plan to the time that the first district elections are held.  
13 After the Final Districting Plan is approved, the City Clerk will determine in which District each  
14 current City Council member resides. For the purposes of this section, each City Council  
15 member resides in the District where that City Council member resides on the date of the Final  
16 Districting Plan's approval.

17           5.     Based on the City Clerk's residency determinations, the 2014 and 2016  
18 City Council elections will be conducted as follows:

19           a.     If the two current City Council members elected in November 2010  
20 reside in different districts, and the two current City Council members elected in November 2012  
21 do not reside in either of those districts, the City will hold elections in November 2014 for the  
22 seats representing the two districts where the City Council members elected in November 2010  
23 reside. The individuals so elected will replace the two current City Council members elected in  
24 November 2010. The City will hold elections for the other two seats in November 2016. The  
25 individuals so elected will replace the two current City Council members elected in November  
26 2012.

27           b.     If the two current City Council members elected in November 2010  
28

1 reside in different districts, and one of the two current City Council members elected in  
2 November 2012 resides in the same district as one of the two members elected in November  
3 2010, the City will hold elections in November 2014 for the seat representing the district where  
4 one member elected in November 2010 and no member elected in November 2012 resides, and  
5 for the seat representing the district in which no City Council member resides. The individuals  
6 so elected will replace the two current City Council members elected in November 2010. The  
7 City will hold elections for the remaining two seats in November 2016. The individuals so  
8 elected will replace the two current City Council members elected in November 2012.

9 c. If the two current City Council members elected in November 2010  
10 reside in different districts, and the two current City Council members elected in November 2012  
11 reside in the same two districts, the City will hold elections in November 2014 for the seats  
12 representing the two districts in which no City Council member resides. The individuals so  
13 elected will replace the two current City Council members elected in November 2010. The City  
14 will hold elections for the remaining two seats in November 2016. The individuals so elected  
15 will replace the two current City Council members elected in November 2012.

16 d. If three or more current City Council members reside in the same  
17 district, the City will hold elections in November 2014 for the seats representing the two districts  
18 in which no City Council member resides. If all four current City Council members reside in the  
19 same district, the City Clerk will choose two seats representing districts in which no current City  
20 Council member resides at random, and the City will hold elections in November 2014 for those  
21 two seats. The individuals so elected will replace the two current City Council members elected  
22 in November 2010. The City will hold elections for the remaining two seats in November 2016.  
23 The individuals so elected will replace the two current City Council members elected in  
24 November 2012.

25 6. No change in the boundary or location of any district by redistricting as  
26 herein provided shall operate to abolish or terminate the term of office of any member of the  
27 Council prior to the expiration of the term of office for which such member was elected. An  
28

1 incumbent councilmember at the time of the effective date of this provision may run for a  
 2 Council seat other than the seat which that member currently holds if the councilmember is  
 3 otherwise eligible to run in that seat.

4 **X. FUTURE REDISTRICTING**

5 The City shall be redistricted pursuant to this Decree at least once every ten years, but no  
 6 later than 120 days before the next Council election after the national decennial census is  
 7 released. If the next Council election is within 180 days of the day the national decennial census  
 8 data is released, redistricting shall be completed no later than 120 days before the following  
 9 Council election. The Commission shall adhere to the procedural and substantive requirements  
 10 set forth herein in developing and adopting future redistricting plans. Each redistricting plan  
 11 shall provide fair and effective representation for all citizens of the City, including racial, ethnic,  
 12 and language minorities, and shall be in conformance with the requirements of the United States  
 13 and California Constitutions, and with federal and state statutes.

14 **XI. ATTORNEYS' FEES, COSTS, AND EXPENSES**

15 **A. Basis for Award of Fees, Costs, and Expenses**

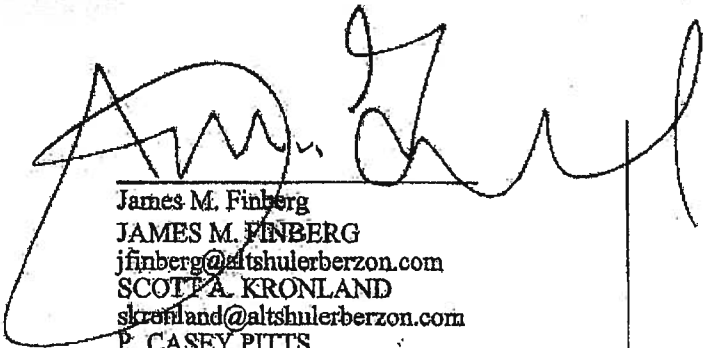
16 1. The parties have agreed that it is appropriate as part of the settlement  
 17 underlying this Decree for the City to pay to Plaintiffs reasonable attorneys' fees, litigation  
 18 expenses, and costs in this case. Plaintiffs are prevailing parties for purposes of the CVRA, Cal.  
 19 Elec. Code §14030, and Cal. Code Civ. P. §1021.5.

20 **B.** The City has agreed to pay Plaintiffs an award of reasonable attorneys' fees,  
 21 litigation expenses, and costs in the amount of \$385,000 for work performed and costs and  
 22 expenses incurred through and including the Approval Date. This amount is less than the  
 23 lodestar value of the fees, costs, and expenses incurred by Plaintiffs' counsel through the date on  
 24 which the parties entered into this Decree. The City shall pay to Plaintiffs' counsel the full  
 25 amount of \$385,000 for litigation-related attorneys' fees, expenses, and costs within thirty (30)  
 26 days following the Approval Date.

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Dated: March 21, 2013



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*Attorneys for Plaintiffs*

Dated: \_\_\_\_\_

Demetrio Gomez  
*Plaintiff*

Dated: 3-21-13

  
Giovanni Campos  
*Plaintiff*

Dated: \_\_\_\_\_

Oscar Gomez  
*Plaintiff*

Dated: \_\_\_\_\_

Mateo Saldivar  
*Plaintiff*

Dated: \_\_\_\_\_

Samuel Saldivar  
*Plaintiff*

Dated: \_\_\_\_\_

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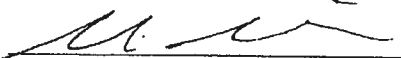
13 Dated: \_\_\_\_\_

Oscar Gomez  
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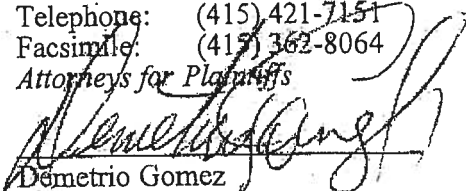
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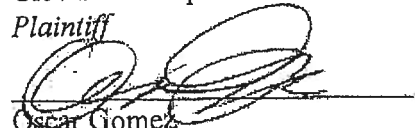
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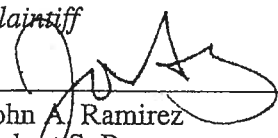
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Dated: \_\_\_\_\_

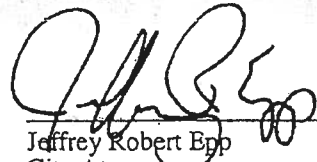
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Dated: 3/21/13

  
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Dated: March 21, 2013



Jeffrey Robert Epp  
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 201 N Broadway  
 Escondido, CA 92025  
 e-mail: jepp@escondido.org  
*For the City of Escondido*



APR 19 2013

1 IT IS SO ORDERED, ADJUDGED AND DECREED this \_\_\_\_ day of \_\_\_\_, 2013.

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JUDGE EARL MAAS

\_\_\_\_\_  
 Hon. Earl H. Maas, III  
 Superior Court of the State of California  
 County of San Diego



# CITY of ESCONDIDO

## INDEPENDENT REDISTRICTING COMMISSION TIMELINE

Date	Time	Event	Location
January 5, 2022	6:00pm	Public Input Hearing	District 1: Mission Middle School
January 8, 2022	9:00am	Public Input Hearing	District 2: Reidy Creek Elementary School
January 10, 2022	6:00pm	Public Input Hearing	District 3: East Valley Community Center
January 13, 2022	5:30pm	Public Input Hearing	District 4: San Pasqual High School
January 18, 2022	6:00pm	Public Input Hearing	District 1: Washington Park Recreation Center
January 20, 2022	6:00pm	Public Input Hearing	District 2: Park Ave. Community Center
January 24, 2022	6:00pm	Review of Preliminary Redistricting Plan	Council Chambers
January 27, 2022	6:00pm	Approval of Preliminary Redistricting Plan	Council Chambers
January 31, 2022		Publish Preliminary Redistricting Plan Online for Public Comment	
February 3, 2022	6:00pm	Public Feedback Hearing	District 3: Orange Glen High School
February 10, 2022	5:00pm	Public Feedback Hearing	



# CITY of ESCONDIDO

## INDEPENDENT REDISTRICTING COMMISSION TIMELINE

			District 4: Del Lago Academy
February 17, 2022	5:00pm	Public Feedback Hearing	Escondido Library
February 23, 2022	6:00pm	Independent Redistricting Commission Meeting: Approval of Preliminary Redistricting Plan	Council Chambers
March 9, 2022	5:00pm	City Council Meeting on Recommended Redistricting Plan	Council Chambers
March 16, 2022	5:00pm	City Council Meeting on Recommended Redistricting Plan	Council Chambers
March 23, 2022	5:00pm	City Council Votes on Final Map	Council Chambers



# CITY of ESCONDIDO

INDEPENDENT REDISTRICTING COMMISSION

## OCTOBER 25, 2021 MEETING MINUTES

The meeting of the Independent Redistricting Commission was called to order on October 25, 2021 at 5:00 p.m. by Chair Case in the Escondido City Council Chambers and via videoconference.

**Commissioners Present:** Chair Case, Vice Chair Jurgensen, Commissioner Clemens, Commissioner Reyes, Commissioner Reynoso, Commissioner Doan and Commissioner Saldana

**Staff Present:** Zack Beck, City Clerk, Teresa Collins, Deputy Director of Communication Services and Michael Thorne, Communications Officer.

### 1. Roll Call

All present.

### 2. Oral Communications

None.

### 3. Approval of September 27, 2021 Minutes

Motion: Doan

Second: Clemens

Approved: 7-0

### 4. Public Outreach

Georgine Tomasi – Expressed support for a full page mailer.

Laura Hunter – Expressed support for robust public outreach.

Motion to direct City Staff to obtain a quote for a full page mailer: Clemens

Second: Doan

Failed: 0-7

Motion to direct City Staff to obtain a quote for a full page mailer: Clemens

Motion: Clemens

Second: Reyes

Approved: 4-3 (Case, Doan, Clemens - No)

### 5. 2020 Census Data

Jane Hood presented an overview of the 2020 Census Data.



# CITY of ESCONDIDO

## INDEPENDENT REDISTRICTING COMMISSION

Michael Hefner – Encouraged the commission to have District 1 remain compact.

Laura Hunter – Encouraged the commission to make sure that the minority populations are not diluted during the redistricting process.

### 6. Budget

Zack Beck presented an overview of the Budget.

Laura Hunter – Expressed support for virtual translation services.

Lilian Serrano – Expressed support for virtual translation services.

Suzanne Southwell- Expressed concern about spending too much money on translation services.

Motion to increase the Redistricting Commission budget by \$50,000: Clemens

Second: Case

Approved: 7-0

### 7. Future Agenda Items

Flyer Design

Text Message Feasibility

Community of Interest Form Update

### 8. Commissioner Reports and Disclosures

Commissioner Saldana – Distributed flyers at the Grand Avenue Festival

Chair Case - Interviewed by Joe Tash from the Union Tribune. Distributed flyers at the Grand Avenue Festival. Interacted with Councilmember Inscoe at the Grand Avenue Festival.

Commissioner Reynoso - Distributed flyers at the Grand Avenue Festival. Interacted with Councilmember Inscoe at the Grand Avenue Festival.

### 9. Adjournment

Meeting adjourned at 6:57 p.m.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
City Clerk



## CITY COUNCIL STAFF REPORT

Workshop Item No. 10

November 17, 2021

File No. 1050-30

SUBJECT: Transportation Safety Workshop

DEPARTMENT: Police Department and Engineering Services Department

RECOMMENDATION:

It is requested that the City Council receive a presentation and hold a workshop to discuss transportation safety.

BACKGROUND:

The goal of the workshop is to provide background information on transportation safety, including City programs and projects designed to improve safety. The City's approach to traffic safety is a multi-faceted, collaborative effort involving police, public works, engineering, schools and other community partners.

There are a number of programs that focus on improving the built environment to maximize transportation safety. These include the following:

- Traffic Management Projects List ("TMPL"): This program allows members of the public, community partners and City staff to nominate traffic safety improvement projects for consideration and funding through the capital improvement program budget. Projects nominated for consideration are prioritized for funding by the Transportation and Community Safety Commission ("TCSC") using adopted scoring criteria that considers collision history, measured roadway speeds, bike and pedestrian volumes, vehicular volumes, roadway geometrics and solution effectiveness. In July of each year, between three and five of the highest priority projects are selected by the TCSC and completed during the fiscal year. Projects have included crosswalk improvements at high pedestrian areas, traffic calming projects, pedestrian countdown timers and accessible pedestrian signals.
- Traffic Signal Priority List ("TSPL"): Based on collision data, police department input, and requests from the public, locations warranting a new signal or the addition of protected left turns (green arrows) at existing signals are evaluated and prioritized. This list prioritizes the installation of new signals and modifications to existing signals using a data driven approach. The priority list for installation of protected left turns (green arrows) on existing signals is based on left turn collision rates, traffic speeds, and left turn volume. While these rankings guide the priority for use of the City funding, criteria for

Transportation Safety Workshop  
 November 17, 2021  
 Page 2

specific grant programs can enable construction at some locations more quickly than others. In April 2021, the City Council adopted the 2021 Traffic Signal priority list below:

**New Traffic Signal Rankings**

Study Intersection	Criteria 1: Total Volume	Criteria 2: Interruption of Continuous Flow	Criteria 3: Pedestrian Volume	Criteria 4: School Area	Criteria 5: Signal System Warrant (Warrant 5)	Criteria 6: Accident History	Criteria 7: Four Hour Volume (Warrant 2)	Criteria 9: Peak Hour Volume (Warrant 3)	Criteria 10: Special Circumstances		Total Points (Max 92)
	Points (15)	Points (10)	Points (10)	Points (10)	Points (5)	Points (15)	Points (6)	Points (6)	School Proximity Points (5)	ADA Compliant Points (10)	
1 - Rock Springs Road / Lincoln Avenue	15	5	0	0	0	1	6	2	0	10	39
2 - Harding Street / Lincoln Avenue	4	4	0	0	0	0	2	0	5	10	25
3 - Lomas Serenas Drive / Via Rancho Parkway	6	4	5	0	0	0	0	0	0	10	25

**Note:** Ranking of study intersections 2 & 3 was based on the number of accidents reported at each location since both locations have 25 points. Harding Street / Lincoln Avenue has three accidents reported and Lomas Serenas Drive / Via Rancho Parkway has no accidents reported, refer to Appendix C for collision reports. The level of service improvement for Harding Street / Lincoln Avenue (LOS F to LOS A) is greater than that for Lomas Serenas Drive / Via Rancho Parkway (LOS C/B to LOS B/A).

**Protected Left Turn Signal Rankings**

Int. ID	Study Intersection		Existing Left Turn Treatment		Left Turn Phasing Recommendation	Left Turn & Opposing Through Volume (Critical Peak 1-hour)				Volume Score <sup>1</sup>	Left Turn Related Crashes	Left Turn Crash Rate <sup>2</sup>	Crash Score <sup>3</sup>	85% Speed (MPH)	Speed Score <sup>4</sup>	Weighted Average Score <sup>5</sup>	Overall Rank	
			N-S	E-W		AM		PM										Total
	(North/South)	(East/West)	Left Turn	Opp. Thru		Left Turn	Opp. Thru											
21	Bear Valley Parkway	Mary Lane	Prot.	Perm.	Install east-west left turn phasing	26	1253	44	1239	2,562	14	1	0.014	5	45	14	11.8	1
10	Metcalfe Street	Mission Avenue	Perm.	Perm.	Install LT phasing on all approaches	10	855	44	971	1,880	12	3	0.056	11	40	12	11.8	2
8	Quince Street	Washington Avenue	Perm.	Perm.	Install LT phasing on all approaches	11	798	54	773	1,636	11	11	0.169	14	38	11	11.8	3
11	Fig Street	East Valley Parkway	Perm.	Perm.	Install LT phasing on all approaches	36	1175	59	828	2,098	13	5	0.053	10	33	8	11.0	4
9	Rose Street	Washington Avenue	Perm.	Perm.	Install east-west left turn phasing	22	621	59	618	1,320	9	7	0.086	13	41	13	11.0	5
7	Fig Street	Mission Avenue	Perm.	Perm.	Install LT phasing on all approaches	95	561	23	650	1,329	10	2	0.017	6	40	12	9.5	6
15	Centre City Parkway	Ninth Avenue	Prot.	Perm.	Install east-west left turn phasing	22	486	27	540	1,075	7	2	0.041	9	40	12	8.8	7
19	Rock Springs Road	Mission Avenue	Perm.	Prot.	Install north-south left turn phasing	54	404	100	494	1,052	6	3	0.019	8	41	13	8.3	8
12	Juniper Street	Felicita Avenue	Perm.	Perm. <sup>6</sup>	Install LT phasing on all approaches	76	385	9	639	1,109	8	1	0.012	4	40	12	8.0	9
18	Escondido Boulevard	Grand Avenue	Perm.	Perm.	Install east-west left turn phasing	43	284	68	485	880	4	7	0.063	12	40	12	8.0	10
13	Escondido Boulevard	Fifth Avenue	Perm.	Perm.	Install north-south left turn phasing	86	281	25	500	892	5	2	0.018	7	37	10	6.8	11
20	Escondido Boulevard	Ninth Avenue	Prot.	Perm.	Install east-west left turn phasing	71	382	112	236	801	3	2	0.011	3	34	9	4.5	12
16	Centre City Parkway	Thirteenth Avenue	Prot.	Perm.	Install east-west left turn phasing	54	195	57	227	533	2	1	0.009	2	32	7	3.3	13
14	Centre City Parkway	Fifth Avenue	Prot.	Perm.	Install east-west left turn phasing	87	102	93	166	448	1	1	0.006	1	37	10	3.3	14

CP = Left Turn Phasing is Currently Protected. N/A = Not Applicable

<sup>1</sup> Volume Score was based on the total AM and PM left turns and opposing through volume ranked from the highest volume (14 points) to the lowest volume (1 point).

<sup>2</sup> Left Turn Crash Rate = (# of left turn related crashes) / (Critical AM & PM Peak Hour Left Turn Volume)

<sup>3</sup> Crash Score is based on the crash rate from the highest crash rate (14 points) to lowest crash rate (1 point).

<sup>4</sup> Speed Score is based on the highest speeds (14 points) to lowest speeds (1 point).

<sup>5</sup> Overall Rank is based on Weighted Average Score = 50% x Volume Score + 25% x Crash Score + 25% x Speed Score. For Weighted Average Scores that are tied, the intersection with the higher volume is ranked higher on the Overall Rank.

<sup>6</sup> Protected left turn phasing is currently provided at the eastbound approach of Felicita Avenue.



Transportation Safety Workshop  
November 17, 2021  
Page 3

- Local Roadway Safety Plan (“LRSP”): A comprehensive, Citywide study commenced in May of this year. The LRSP is a risk-based, data-driven, systemic approach to improving local roadways. The highest priority locations for future safety improvements are identified after considering all Citywide collision data over a five-year timeframe. The criteria for evaluation and prioritization are based on detailed criteria set by Caltrans that includes both the number and severity of collisions. Countermeasures will be identified for each of the highest priority locations. Analysis for the LRSP is expected to be completed by the end of 2021 with input from the public and TCSC review schedule for January 2022, followed by consideration by the City Council in February 2022. This analysis is aligned with the Highway Safety Improvement Program (HSIP) grant ranking criteria discussed below.
- Highway Safety Improvement Program (“HSIP”): This federal grant program is offered approximately every two years. Projects are prioritized for funding based on collision reduction benefits that exceed the cost of improvements by a factor of at least 10:1. The City has secured funding through this program for several projects in recent years, including sidewalks on East Valley Parkway/Valley Center Road at Lake Wholford Road, new traffic signals at Valley/Date and El Norte/Fig and Citywide Traffic Signal Communication and Technology Upgrades. It is expected that several of the locations identified on the left turn priority list (above) will be competitive projects to receive funding through the HSIP program. The next HSIP cycle is expected to occur in Spring 2022.
- Active Transportation Program (“ATP”): The State grant program is offered approximately every three years and supports projects that encourage bicycling and walking by improving connectivity and safety. The City’s Missing Link Project as well as three other projects to include crossing points on the Escondido Creek Trail have been funded with ATP grants. In addition, a safe routes to schools project for Juniper Elementary that is currently under design was selected for ATP funding.
- Stakeholder Feedback: In addition to the programs above, staff evaluates and responds to traffic safety related concerns from many sources, including the general public, school district staff and based on collision data. Each concern is evaluated and countermeasures are implemented where appropriate. Members of the public are encouraged to submit traffic safety concerns through the City’s *Report-It* application.

In addition to improving the built environment, traffic safety remains a police department priority. Traffic complaints and trending traffic issues are communicated to officers in daily briefings to help focus enforcement in the areas where they are needed most. Just this past year, the department rolled out an electronic citation system that streamlines how citations are issued and processed. Finally, grant funds provided by the Office of Traffic Safety (“OTS”) are

Transportation Safety Workshop  
November 17, 2021  
Page 4

used to provide necessary funding and staffing support to further the police department's education and enforcement campaigns.

- OTS Bicycle and Pedestrian Safety Educational Grant: This grant is targeted toward education for children and older adults. Activities include the purchase of pedestrian safety equipment (reflective bands and reflective zipper pulls), bicycle safety equipment (headlights, tail lights and helmets) and educational materials. In addition, this grant funds costs for officers to go into the community and give safety presentations, including bicycle rodeos, bike/ped safety presentations at schools and community organizations, bicycle safety courses, participation in Safe Routes to School meetings, and pedestrian safety presentations for older adults
- OTS STEP Grant: This grant funds a range of enforcement and education activities. The grant has funded the purchase of a new DUI trailer, a new radar feedback/message trailer, preliminary alcohol screening devices (portable breathalyzers) and mobile printers for our electronic citation system. In addition, the grant fully funds one officer position that is dedicated to DUI enforcement. Over the fiscal year, the police department generally conducts six DUI checkpoints, 19 DUI saturation patrols, six traffic enforcement details targeting primary collision factors that include red light running and speeding, four distracted driving details, a motorcycle safety detail and three pedestrian and bicycle enforcement details. In addition, this grant funds driver safety presentations as well as Know Your Limit campaigns at Cruisin' Grand.
- Walk Audits: In cooperation with COMPACT, District staff, each school principal, and police and engineering staff have conducted pedestrian safety and drop-off/pick-up evaluations at 27 school sites. Guidance on management of drop-off and pick-up areas, and recommendations for improvement of signage and striping was provided for each school site as appropriate. Additionally, necessary offsite signage and striping improvements have been implemented on City streets.
- Safe Routes to School Education: The Juniper Elementary Safe Routes to Schools project includes ATP grant funding to conduct pedestrian safety and encouragement activities at three schools, including Juniper Elementary, Central Elementary and Oak Hill Elementary. COMPACT will conduct mobility assessment workshops, walk/bike audits, driving audits and prepare education programs for each school. Student-led outreach and encouragement campaigns as well as education for motorists will be conducted at each site.

Transportation Safety Workshop  
November 17, 2021  
Page 5

Earlier this year, the need to focus additional resources toward transportation safety was identified as a top City priority. Compared to 59 similar-sized Cities, Escondido ranks 9<sup>th</sup> highest for fatal and injury crashes, 8<sup>th</sup> highest for alcohol-involved crashes, 12<sup>th</sup> highest for pedestrian-involved crashes and 15<sup>th</sup> highest for speed-related crashes. With the goal of improving these statistics, resources were added to the FY21/22 budget, adopted on June 9, 2021. These resources include restoring two police officer positions focused on traffic safety education and enforcement; adding a City Traffic Engineer position to develop and implement the LRSP and upgrade traffic signal technology; and adding an Electrician position to focus on maintenance of traffic signals. While the City Traffic Engineer position was recently filled, the City continues to seek qualified candidates for the other three added/restored positions. It generally takes twelve to eighteen months to hire and train a new police officer.

SUMMARY:

The City conducts a wide range of education, enforcement and improvement activities with the goal of improving transportation safety Citywide. The hiring of two traffic safety officer positions and a signal maintenance electrician is currently underway, as identified in the FY21/22 budget. A Local Roadway Safety Plan, a comprehensive study that identifies countermeasures for the highest priority locations Citywide based on five-year collision data, will be presented to the Transportation and Community Safety Commission in January 2022 and the City Council in February 2022. A wide array of education and enforcement programs are implemented to encourage driver, pedestrian and bicyclist safety.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

*Julie Procopio*, Director of Engineering Services  
11/10/21 2:14 p.m.

**FUTURE CITY COUNCIL AGENDA ITEMS**  
**Updated November 10, 2021**

*AGENDA ITEMS AND CITY COUNCIL MEETING DATES ARE SUBJECT TO CHANGE.  
CHECK WITH THE CITY CLERK'S OFFICE AT (760) 839-4617*

**November 24, 2021 NO MEETING (Thanksgiving Day)**

**December 1, 2021**  
**5:00 p.m.**

**PRESENTATION**

**Police Reserve Officer Retirement**  
(E. Varso)

*It is requested that the City Council recognize the retirement of Reserve Captain Jack Collier after over 37 years of service.*

**CONSENT CALENDAR**

**Resolution Authorizing a Consulting Agreement with HUB International for Employee Benefits Insurance Broker Services**  
(J. Perpetua)

*It is requested that the City Council adopt Resolution No. 2021-73 for approval to execute a consulting agreement for employee benefits insurance broker services.*

**EKG Monitor Purchase**  
(R. Vogt)

*It is requested that the City Council adopt Resolution No. 2021-179 authorizing the Mayor to execute, on behalf of the City, a contract with Zoll Medical Corporation for the purchase and maintenance of six EKG Monitors. Funding for the purchase was approved by the City Council on October 27, 2021 as part of the City's General Capital Projects Fund. The contract cost of \$306,410.40 covers EKG's, supporting hardware, batteries, battery charging stations, subscription services, service plan and onsite training.*

**Cooperative Purchase of One Boise Mobile Equipment (BME) Wildland Brush Truck**  
(J. Goulart)

*It is requested that the City Council adopt resolution 2021-182 authorizing the Fleet Services Division of the Public Works Department to purchase one (1) wildland brush truck from Boise Mobile Equipment (BME) in the amount of \$ 390,251.74 utilizing the State of California cooperative purchase contract 1-17-23-21B.*

<p><b>Cooperative Purchase of Three Medix Ambulances</b> (J. Goulart)</p> <p><i>It is requested that the City Council adopt resolution 2021-181 authorizing the Fleet Services Division of the Public Works Department to purchase three (3) ambulances from Medix Specialty Vehicles Incorporated in the amount of \$786,290.26 utilizing the Houston-Galveston Area Council (HGAC) cooperative purchase contract AM10-20.</i></p>	<p>Item 11.</p>
<p><b>Cooperative Purchase of Three Sutphen Monarch Fire Pumps</b> (J. Goulart)</p> <p><i>It is requested that the City Council adopt resolution 2021-180 authorizing the Fleet Services Division of the Public Works Department to purchase three (3) Sutphen Monarch Pumps from Sutphen Corporation in the amount of \$ 2,452,493.03 utilizing the Sourcewell cooperative purchase contract 022818-SUT.</i></p>	
<p><b>PUBLIC HEARINGS</b></p>	
<p><b>CURRENT BUSINESS</b></p>	
<p><b>Homelessness Update</b> (R. Van De Hey)</p>	
<p><b>West 7<sup>th</sup> Avenue and South Broadway Water Main Replacement Project: Bid Award, Consulting Agreements, and Budget Adjustment</b> (C. McKinney)</p> <p><i>It is requested that the City Council: 1) Adopt Resolution No. 2021-159, authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with the lowest responsive and responsible bidder for the construction of the West 7<sup>th</sup> Avenue and South Broadway Water Main Replacement Project; 2) Adopt Resolution No. 2021-160, authorizing the Mayor and City Clerk to execute a First Amendment to the Consulting Agreement with Kennedy/Jenks Consultants, Inc. for Engineering Services; 3) Adopt Resolution No. 2021-161, authorizing the Mayor and City Clerk to execute a Consulting Agreement for Construction Management Services; and 4) Approve a Budget Adjustment.</i></p>	
<p><b>Boards and Commissions Policy Update</b> (Z. Beck)</p> <p><i>It is requested that the City Council approve recommendations from the Boards and Commissions Subcommittee.</i></p>	
<p><b>FUTURE AGENDA ITEMS</b></p>	

**December 8, 2021  
CANCELLED**