

COUNCIL MEETING AGENDA

### WEDNESDAY, JUNE 14, 2023

4:00 PM - Closed Session (Parkview Conference Room)
5:00 PM - Regular Session
Escondido City Council Chambers, 201 North Broadway, Escondido, CA 92025

### **WELCOME TO YOUR CITY COUNCIL MEETING**

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

### **M**AYOR

Dane White

### **DEPUTY MAYOR**

Joe Garcia (District 2)

### **COUNCILMEMBERS**

Consuelo Martinez (District 1) Christian Garcia (District 3) Michael Morasco (Disctrict 4)

### **CITY MANAGER**

Sean McGlynn

### **CITY ATTORNEY**

Michael McGuinness

### **CITY CLERK**

Zack Beck

### How to Watch

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

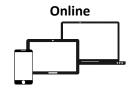
In Person

201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99



www.escondido.org



### COUNCIL MEETING AGENDA

Wednesday, June 14, 2023

### **HOW TO PARTICIPATE**

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

In Person

In Writing





Fill out Speaker Slip and Submit to City Clerk

https://escondido-ca.municodemeetings.com

### **ASSISTANCE PROVIDED**

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





### COUNCIL MEETING AGENDA

Wednesday, June 14, 2023

### **CLOSED SESSION**

4:00 PM

### **CALL TO ORDER**

1. Roll Call: C. Garica, J. Garcia, Martinez, Morasco, White

### **ORAL COMMUNICATIONS**

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

### **CLOSED SESSION**

- I. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section § 54957.6)
  - a. Agency Representative: Sean McGlynn, City Manager, or designee Employee Organization: Police Officers' Association Sworn Personnel Bargaining Unit
  - b. Agency Representative: Sean McGlynn, City Manager, or designee Employee Organization: Police Officers' Association Non-Sworn Personnel Bargaining Unit
  - Agency Representative: Sean McGlynn, City Manager, or designee
     Employee Organization: Firefighters' Association Safety and Non-safety Bargaining Unit
  - d. Agency Representative: Sean McGlynn, City Manager, or designee Employee Organization: ECEA Unit (SUP)
  - e. Agency Representative: Sean McGlynn, City Manager, or designee Employee Organization: Maintenance and Operations Bargaining Unit (Teamsters Local 911 and ACE)

### **ADJOURNMENT**



### COUNCIL MEETING AGENDA

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### **REGULAR SESSION**

5:00 PM Regular Session Mobilehome Rent Review Board

### 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: C. Garcia, J. Garcia, Martinez, Morasco, White

### **CLOSED SESSION REPORT**

### **ORAL COMMUNICATIONS**

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

### **CONSENT CALENDAR**

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

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



### COUNCIL MEETING AGENDA

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

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

• 374038 – 374236 dated May 31, 2023.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

### 3. APPROVAL OF MINUTES: None

### 4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS -

# 5. LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT PRELIMINARY ENGINEER'S REPORT FOR FISCAL YEAR 23/24

Request the City Council approve Resolution numbers 2023-66 and 2023-67 to initiate proceedings for the annual levy of assessments for the City of Escondido Landscape Maintenance Assessment District (LMD) and approve the Preliminary Engineer's report for LMD Zones 1 through 38.

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services and Julie Procopio, City Engineer)

Presenter: Brad Mason, Landscape Project Manager

- a) Resolution No. 2023-66
- b) Resolution No. 2023-67

### 6. PUBLIC SERVICES AGREEMENT FOR LANDSCAPE MAINTENANCE DISTRICT (LMD) ZONES

Request the City Council adopt Resolution No. 2023-68, authorizing the Mayor to execute a Public Services Agreement with Makelele Systems Landscape & Maintenance, Inc. for Landscape Maintenance Services for the City of Escondido LMD.

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services and Julie Procopio, City Engineer)

Presenter: Brad Mason, Landscape Project Manager

a) Resolution No. 2023-68



### COUNCIL MEETING AGENDA

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# 7. <u>CELL TOWER LEASE AGREEMENT WITH CELLCO PARTNERSHIP ON CITY OWNED PROPERTY LOCATED AT</u> 1359 WEST 11TH AVENUE

Request the City Council adopt Resolution No. 2023-74, authorizing the Mayor to execute a Lease Agreement with Cellco Partnership, dba Verizon Wireless, for continued use of a cellular tower and telecommunication equipment on the City owned property located at 1359 West 11th Avenue.

Staff Recommendation: Approval (City Manager Department: Jennifer Schoeneck, Deputy Director of Economic Development)

Presenter: Vince McCaw, Real Property Manager

a) Resolution No. 2023-74

### **PUBLIC HEARINGS**

# 8. SHORT-FORM RENT INCREASE APPLICATION FOR WESTWINDS MOBILEHOME PARK (FILE NO. 0697-20-10323)

Request that the Escondido Mobilehome Rent Review Board adopt RRB Resolution No. 2023-57, reviewing and approving the Westwinds Mobilehome Park Short-Form Application.

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services)

Presenter: Eric Bunge, Management Analyst

a) Resolution No. RRB 2023-57

# 9. PL22-0134/PL22-0154 – ASH STREET TENTATIVE SUBDIVISION MAP AND ANNEXATION/REORGANIZATIONS

Request the City Council adopt Resolution No. 2023-70, approving a Tentative Subdivision Map and Annexation/Reorganization for a 20-unit residential subdivision located at 0 Ash Street (APN: 224-130-10-00) ("Project"). Ancillary to the Project, a property at 508 Stanley Avenue would also be annexed into the City of Escondido. The request also includes the adoption of a Final Mitigated Negative Declaration prepared for the Project pursuant to the California Environmental Quality Act (CEQA).

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services)

Presenter: Ivan Flores, Associate Planner

a) Resolution No. 2023-70



### COUNCIL MEETING AGENDA

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### **CURRENT BUSINESS**

### 10. AMERICAN RESCUE PLAN ACT (ARPA) STATUS

Request the City Council receive an update on the American Rescue Plan Act funds and approve the Budget Adjustment Request.

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

Presenter: Christina Holmes, Director of Finance

### 11. COUNCIL ADOPTION OF THE ESCONDIDO ANNEX TO THE 2023 SAN DIEGO COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

Request the City Council adopt Resolution No. 2023-64, adopting the revised Escondido Annex to the Multi-Jurisdictional Hazard Mitigation Plan.

Staff Recommendation: Approval (Fire Department: Rick Vogt, Fire Chief)

Presenter: Jeff Murdock, Emergency Disaster Preparedness Manager

a) Resolution No. 2023-64

# 12. <u>CITY WEBSITE CONSOLIDATION, UPGRADE, AND CIVIC ENGAGEMENT PROJECT UPDATE AND APPROVAL</u>

Request the City Council adopt Resolution No. 2023-71 authorizing the Mayor to execute a Master Services Agreement with CivicPlus for implementation and hosting of the City's new website. The five-year contract total is \$232,706.23.

Staff Recommendation: Approval (Communications Department: Joanna Axelrod, Deputy City Manager/Director of Communications and Community Services)

Presenter: Teresa Collins, Deputy Director of Communications

a) Resolution No. 2023-71



### COUNCIL MEETING AGENDA

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### 13. CONSIDERATION OF THE TINY TOTS PROGRAM

Request the City Council provide direction as to whether the Tiny Tots Program should be included in the Fiscal Year 23-24 Recreation Operating Budget.

Staff Recommendation: Provide Direction (Community Services Department: Joanna Axelrod, Deputy City Manager/Director of Community Services and Community Services)

Presenter: Robert Rhoades, Deputy Director of Community Services

### **FUTURE AGENDA**

### 14. FUTURE AGENDA

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

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

### **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**.

### **ORAL COMMUNICATIONS**

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### **ADJOURNMENT**

### **UPCOMING MEETING SCHEDULE**

Wednesday, June 21, 2023 4:00 & 5:00 PM Regular Meeting, *Council Chambers* Wednesday, July 12, 2023 TBD Council Vision Workshop, *TBD* 



### COUNCIL MEETING AGENDA

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### **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.



Consent Item No. 1 June 14, 2023

# **AFFIDAVITS**

<u>OF</u>

**ITEM** 

POSTING-

• TENTATIVE SUBDIVISION MAP AND ANNEXATION — PL22-0134/PL22-0154



### CITY OF ESCONDIDO OFFICE OF THE CITY CLERK 201 NORTH BROADWAY ESCONDIDO, CA 92025-2798 760-839-4617

### NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, California at **5 p.m.** on **Wednesday**, **June 14**, **2023**, to consider the item listed below:

### TENTATIVE SUBDVISION MAP AND ANNEXATION - PL22-0134/PL22-0154

**REQUEST:** A request for a Tentative Subdivision Map to subdivide approximately 5.09 acres into 20 single-family residential lots with two lettered lots for a biofiltration basin, and open space. The Project includes the construction of 20 new single-family detached residences. A Density Bonus is requested that will restrict one of the lots for "very low income" buyers. The project site is currently within the Sphere of Influence of the City of Escondido and Planning Area, and annexation from unincorporated County territory to the City of Escondido is requested. Ancillary to the project, a property at 508 Stanley Avenue would also be annexed into the City of Escondido to obtain sewer service. The proposal includes the adoption of an Initial Study/Mitigated Negative Declaration prepared for the Project.

**PROPERTY SIZE AND LOCATION:** The approximately 5.09-acre project site is located in the northern portion of the City of Escondido and is bounded by Stanley Avenue to the north, Ash Street to the east, and Lehner Avenue to the south. The project site is addressed at 0 Ash Street (APN: 224-130-10-00).

**ENVIRONMENTAL STATUS:** In accordance with California Environmental Quality Act (CEQA) Section 15073, an Initial Study/Mitigated Negative Declaration was circulated for public review from March 30, 2023, to April 19, 2023. The Initial Study identified impacts to Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Noise, and Tribal Cultural Resources. The Mitigated Negative Declaration is available for review at <a href="https://www.escondido.org/ash-st-residential-subdivision-and-annexation">https://www.escondido.org/ash-st-residential-subdivision-and-annexation</a>.

If you challenge this item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

PLANNING COMMISSION ACTION: On May 23, 2023, the Planning Commission voted 6-0 to recommend approval.

PREVIOUS CITY COUNCIL ACTION: On July 20, 2022, the City Council authorized the processing of the Annexation.

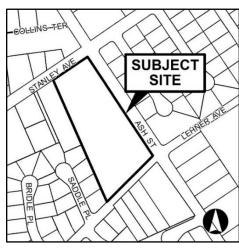
**PUBLIC COMMENT**: To submit comments in writing, please do so at the following link: <a href="https://escondido-ca.municodemeetings.com/bc-citycouncil/webform/public-comment">https://escondido-ca.municodemeetings.com/bc-citycouncil/webform/public-comment</a>. All comments received from the public will be made a part of the record of the meeting.

The City of Escondido remains committed to complying with the Americans with Disabilities Act (ADA). Qualified individuals with disabilities who wish to participate in City programs, services, or activities and who need accommodations are invited to present their requests to the City by filing out a Request for Accommodations Form or an Inclusion Support Request Form for Minors, or by calling 760-839-4643, preferably at least 72 hours in advance of the event or activity. Forms can be found on the City's website at: <a href="https://www.escondido.org/americans-with-disabilities-act">https://www.escondido.org/americans-with-disabilities-act</a>.

The staff report will be available on the City's website at <a href="https://escondido-ca.municodemeetings.com/">https://escondido-ca.municodemeetings.com/</a> on or around Thursday, June 8, 2023.

For additional information, please contact Ivan Flores, Associate Planner, at 760-839-4529, or via email at <a href="mailto:iflores@escondido.org">iflores@escondido.org</a>, and refer to Case No. PL22-0134/PL22-0154

/s/ Zack Beck Zack Beck, City Clerk DATED: June 1, 2023





# **STAFF REPORT**

June 14, 2023 File Number 0400-40

### **SUBJECT**

APPROVAL OF WARRANT REGISTER (COUNCIL)

### **DEPARTMENT**

Finance

### **RECOMMENDATION**

Request approval for City Council and Housing Successor Agency warrant numbers 374038 – 374236 dated May 31, 2023.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

### **FISCAL ANALYSIS**

The total amount of the warrants for the period of May 25 – May 31, 2023, is \$3,787,528.74.

### **BACKGROUND**

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



**Consent Item No. 3** 

June 14, 2023

# APPROVAL OF MINUTES

Item4.



# STAFF REPORT

### ITEM NO. 4

### **SUBJECT**

### WAIVER OF READING OF ORDINANCES AND RESOLUTIONS -

### **ANALYSIS**

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

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

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

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

### **RECOMMENDATION**

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

Respectfully Submitted,

Zack Beck City Clerk



## STAFF REPORT

June 14, 2023 File Number 0685-10

### **SUBJECT**

<u>CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT – PRELIMINARY ENGINEER'S</u> REPORT FOR ZONES 1-38 FOR FISCAL YEAR 2023/2024.

### **DEPARTMENT**

**Development Services, Engineering Services** 

### RECOMMENDATION

Request the City Council adopt Resolution Nos 2023-66 and 2023-67 to initiate the proceedings for the annual levy of assessments for the City of Escondido Landscape Maintenance Assessment District ("LMD") (Attachment "1", LMD Map) for Zones 1 through 38 for fiscal year 2023/2024, and approve the Preliminary Engineer's Report for LMD Zones 1 through 38.

Staff Recommendation: Approval (Andrew Firestone, Development Services Director, and Julie Procopio, City Engineer)

Presenter: Julie Procopio, City Engineer

### **FISCAL ANALYSIS**

The LMD reimburses all costs incurred by the City in all zones except Zones 12 and 13. The City of Escondido purchased property adjacent to the Reidy Creek environmental channel that lies within Zone 12 and therefore assumed the assessment assigned to this property. Zone 13 was formed to pay for the maintenance of the Centre City Parkway landscaped median, south of Felicita Avenue and north of Montview Drive. The City shares the cost of the maintenance in Zone 13 with the two shopping centers on either side of the Parkway.

A CPI increase of 7.7101% per Bureau of Labor Statistics: San Diego-Carlsbad, CA, has been applied to adjust the maximum authorized assessment for Zones 1, 4, 6, 7, 9, 10, 11, and 13 through 38. Property owners within these zones previously approved the annual CPI adjustments. Each assessment remains at or under the maximum authorized levy.

### **BACKGROUND**

The LMD was established as a means to fund the ongoing maintenance of certain landscape improvements associated with the development of specific properties within the City of Escondido. These landscape improvements have special benefit to those specific properties. The LMD is divided into various zones. Property owners for parcels within each zone are assessed for the benefit received within their zone and the maintenance of the landscape improvements.



### STAFF REPORT

Each year the City Council is required to review and approve the upcoming fiscal year budget and assessment for the LMD. The preliminary Engineer's Report presented today, details the proposed budget and assessment for Zones 1 through 38 within the LMD for fiscal year 2023/2024.

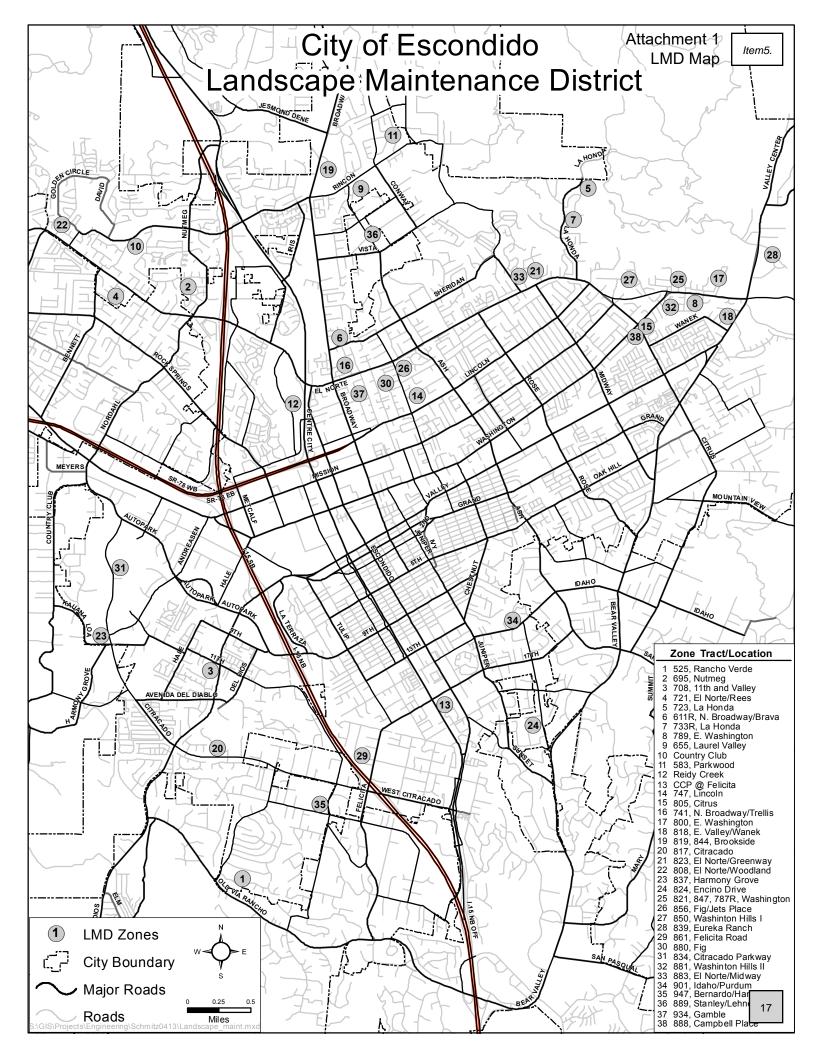
City Council approval of the Final Engineer's Report for LMD Zones 1 through 38 for fiscal year 2023/2024 will be requested on July 19, 2023.

### **RESOLUTIONS**

- a. Resolution No. 2023-66
- b. Resolution No. 2023-67
- c. Resolution No. 2023-67 Exhibit "A"

### **ATTACHMENTS**

a. LMD Map - Attachment "1"



### **RESOLUTION NO. 2023-66**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ORDERING THE PREPARATION OF AN ASSESSMENT ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS IN ZONES 1 THROUGH 38 OF THE ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

WHEREAS, the City Council of the City of Escondido has previously formed a Maintenance District pursuant to the terms of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act"); said Maintenance District known and designated as the Escondido Landscape Maintenance Assessment District (the "Maintenance District"); and

WHEREAS, at this time the City Council desires to initiate proceedings to provide for the annual levy of assessments for the next ensuing fiscal year to provide for the annual costs of maintenance of improvements within Zones 1 through 38 of the Maintenance District and order the preparation and filing of an Assessment Engineer's Report for Zones 1 through 38.

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

- 1. That the above recitations are true.
- 2. That the public interest and convenience requires, and it is the intention of this legislative body to initiate, proceedings for the annual levy and collection of special assessments for the payment of annual maintenance and/or servicing costs within Zones 1 through 38 of the Maintenance District for Fiscal Year 2023-2024.
  - 3. That the City Engineer is hereby directed to prepare and file, or cause to be prepared

and filed, an Assessment Engineer's Report as required by the provisions of the Act, Article XIIID of the Constitution of the State of California, the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following), and other applicable law, and generally containing the following:

- Plans and specifications describing the general nature, location and extent of the existing improvements to be maintained;
- B. An estimate of the cost of the maintenance and/or servicing of the existing improvements for Zones 1 through 38 of the Maintenance District;
- C. A diagram of the Maintenance District, showing: (i) the exterior boundaries of the Maintenance District and Zones 1 through 38 therein; and (ii) the lines and dimensions of each lot or parcel of land within Zones 1 through 38 of the Maintenance District which is identified by a distinctive number or letter; and
- D. An assessment of the estimated costs of the maintenance and/or servicing of the existing improvements, assessing the net amount upon all assessable lots and/or parcels within Zones 1 through 38 of the Maintenance District in proportion of the special benefits received.
- 4. Upon completion of the preparation of said Assessment Engineer's Report, the original shall be filed with the City Clerk, who shall then submit the same to this City Council for its immediate review and consideration.
- 5. That the above-mentioned Assessment Engineer's Report shall include all costs and expenses of said maintenance and/or servicing of existing improvements relating to Fiscal Year 2023-2024
  - 6. That this Resolution shall take effect immediately upon its adoption.

### **RESOLUTION NO. 2023-67**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, PRELIMINARILY APPROVING THE ASSESSMENT ENGINEER'S REPORT, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN ZONES 1 THROUGH 38 OF THE ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

WHEREAS, the City Council of the City of Escondido has previously formed a Maintenance District pursuant to the terms of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act"), which is also governed by Article XIIID of the Constitution of the State of California ("Article XIID"), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the 1972 Act, Article XIIID, and the Implementation Act are referred collectively as the "Assessment Law"). Such Maintenance District is known and designated as the Escondido Landscape Maintenance Assessment District (the "Maintenance District"); and

WHEREAS, there has been established by the City 38 zones within the Maintenance District (each individually referenced as a "Zone"); and

WHEREAS, the City Council ordered the preparation of an Assessment Engineer's Report (the "Assessment Engineer's Report") to provide for the annual levy of assessments for Zones 1 through 38 of the Maintenance District for the next ensuing fiscal year to provide for the costs and expenses necessary to pay for the maintenance and servicing of the improvements in Zones 1 through 38 of the Maintenance District; and

WHEREAS, there has been presented to the City Council and is on file with the City Clerk, the Assessment Engineer's Report for Zones 1 through 38 of the Maintenance District, attached hereto as Exhibit "A" and by this reference incorporated herein, as required by the Assessment Law, which Assessment Engineer's Report provides a full and detailed description of the improvements, boundaries of the Maintenance District and Zones therein, and the proposed assessments on the assessable lots and parcels of land within Zones 1 through 38 of the Maintenance District; and

WHEREAS, this City Council has now carefully examined and reviewed the Assessment Engineer's Report as presented, and is satisfied with each and all of the items and documents as set forth therein pertaining to Zones 1 through 38, and is satisfied that the assessments for Zones 1 through 38, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements to be maintained, as set forth in the Assessment Engineer's Report; and

WHEREAS, the proposed annual assessments for Zones 1 through 38 for Fiscal Year 2023-2024 as set forth in the Assessment Engineer's Report do not exceed the maximum annual assessments as previously authorized to be levied by the previously approved formula for Zones 1 through 38 of the Maintenance District, and therefore in accordance with the Assessment Law, the proposed levy of assessments for Fiscal Year 2023-2024 are not deemed to be "increased" over the maximum authorized annual assessments for such Zones; and

WHEREAS, the City Council desires to preliminarily approve such Assessment Engineer's Report pertaining to Zones 1 through 38 and intends to conduct the proceedings to authorize the annual levy and collection of the assessments within Zones 1 through 38 of the Maintenance District for Fiscal Year 2023-2024.

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

- 1. That the above recitations are true.
- 2. The public interest and convenience requires the levy and collection of assessments within the Maintenance District for Fiscal Year 2023-2024 to pay the annual costs and expenses for the maintenance and/or servicing of the improvements for Zones 1 through 38 of the above-referenced Maintenance District.
- 3. The existing improvements, which generally consist of landscape improvements located in the public rights-of-way and in dedicated landscape easements, are of special benefit to certain identified properties within the boundaries of Zones 1 through 38 of the Maintenance District.
- 4. The Assessment Engineer's Report as it pertains to Zones 1 through 38, as presented, is hereby approved on a preliminary basis, and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open to public inspection. Reference is made to the Assessment Engineer's Report for (A) a full and detailed description of the existing improvements proposed to be maintained; (B) the boundaries of the Maintenance District and Zones 1 through 38 therein; and (C) the proposed assessments upon assessable lots and parcels of land within Zones 1 through 38 of the Maintenance District. For further particulars, reference is made to the diagram of the Maintenance District as previously approved by this City Council, a copy of which is on file in the Office of the City Clerk of the City of Escondido and open for public inspection, and is designated by the name of the Maintenance District.
- 5. The public interest and convenience requires, and it is the intention of this City Council to order the annual levy and collection of the assessments for Zones 1 through 38 of the

Maintenance District as set forth and described in the Assessment Engineer's Report, and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expense of said maintenance and improvements as estimated in the Assessment Engineer's Report. All costs and expenses of the maintenance and incidental expenses have been

apportioned and distributed to the benefiting parcels in Zones 1 through 38 in accordance with the

special benefits received from the existing improvements. Assessments are proposed to be levied as

follows:

A. Assessments proposed to be levied on parcels within Zones 1 through 38 of the

Maintenance District are not proposed to be increased from those as previously

authorized to be levied within such Zones.

B. The majority of the Zones previously authorized an annual adjustment to the maximum

assessment. The maximum assessments authorized to be levied in Zones 1, 4, 6, 7, 9,

10, 11, and 13 through 38 have now been adjusted for inflation by the increase in the

Consumer Price Index – All Urban Consumers, San Diego Area, as published by the

Bureau of Labor Statistics. Adjustment of the maximum authorized assessments by such

formula has been previously approved. No increase in the assessments beyond the

maximum authorized assessments, as adjusted for inflation, is proposed for any of

these Zones.

6. For any and all information relating to these proceedings, including information relating to

protest procedure, your attention is directed to the person designated below:

Brad Mason Engineering Sevices City of Escondido 201 North Broadway Escondido, CA 92025 (760) 839-4665

23

- 7. This Resolution shall take effect immediately upon its adoption.
- 8. The anticipated adoption of the final Engineer's Report is July 19, 2023.





# Assessment Engineer's Report Zones 1 through 38

Fiscal Year 2023/24

# City of Escondido

201 North Broadway - Escondido California 92025

Landscape Maintenance Assessment District

PRELIMINARY REPORT

June 14, 2023

Report pursuant to the Landscaping and Lighting Act of 1972, Part 2 Division 15 of the Streets and Highways Code, Article XIII.D. of the California Constitution, and Proposition 218 Omnibus Implementation Act (Government Code Section 53750 et seq.). The Streets and Highways Code, Part 2, Division 15, Article 4, commencing with Section 22565, directs the preparation of the Assessment Engineer's Report for each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements described herein.

### SPECIAL DISTRICT FINANCING & ADMINISTRATION

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# CITY OF ESCONDIDO ASSESSMENT ENGINEER'S REPORT ZONES 1 THROUGH 38

### ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FISCAL YEAR 2023/24

The Assessment Engineer's Report, submitted herein, includes the following Sections as outlined below:

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# COMPLIANCE WITH LANDSCAPE AND LIGHTING ACT OF 1972 ARTICLE 4 OF THE CALIFORNIA GOVERNMENT CODE

Whereas the City Council of the City of Escondido, California, did, pursuant to the provisions of the Landscape and Lighting Act of 1972, Chapter 3, Section 22622 of the California Government Code, order the preparation and filing of the Assessment Engineer's Report in accordance with Chapter 1, Article 4, commencing with Section 22565, of Chapter 1.

Section 22565 directs that the report refer to the Landscape Maintenance Assessment District (the "Maintenance District") by its distinctive designation, specify the fiscal year to which the report applies, and, with respect to that year, contain all of the following:

- (a) Plans and specifications for the improvements.
- (b) An estimate of the costs of the improvements.
- (c) A diagram for the Maintenance District.
- (d) An assessment of the estimated costs of the improvements.
- (e) If bonds or notes will be issued pursuant to Section 22662.5, an estimate of their principal amount.

A preliminary report is then filed in accordance with Section 22623 of the California Government Code with the City Clerk for submission to the legislative body. The legislative body may approve the report, as filed, or it may modify the report in any particular manner and approve it as modified.

Now, therefore, the following Assessment Engineer's Report is submitted:

### A. PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS

In accordance with Section 22568, the plans and specifications are required to show and describe existing and proposed improvements. The plans and specifications need not be detailed but are sufficient if they show or describe the general nature, location, and extent of the improvements. If the Maintenance District is divided into Zones, the plans and specifications are required to indicate the class and type of improvements to be provided for each such Zone.

The Maintenance District has been divided into 38 distinct Zones of benefit. By reasons of variations in the nature, location, and extent of the improvements, the various Zones receive different degrees of benefit from the improvements. The improvements, which have been constructed or which may be subsequently constructed within and adjacent to the Zones and that will be serviced and maintained, and the proposed maintenance and services are generally described as follows.

### DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED AND SERVICED

### **Landscape and Appurtenant Improvements**

Landscape improvements (collectively, the "Landscape Improvements") include but are not limited to: landscaping, planting shrubbery, trees, irrigation systems, hardscapes and fixtures in public streets and sidewalks, and right-of-ways including: medians, parkways and other easements dedicated to the City of Escondido within the boundaries of the District.

### **Description of Maintenance and Services**

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the Landscape Improvements and appurtenant facilities, including repair, removal or replacement of all or part of any of the Landscape Improvements or appurtenant providing for the life, growth, health and beauty of the Landscape Improvements, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury, the removal of trimmings, rubbish, debris and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Service means the furnishing of water for the irrigation of the Landscape Improvements and the furnishing of electric current or energy, gas or other illuminating agent for the lighting or operation of the Landscape Improvements or appurtenant facilities.

The plans and specifications for the Landscape Improvements, showing the general nature, location and the extent of the Landscape Improvements, are on file in the office of the City Engineer and are by reference herein made a part of this Report.

### B. ESTIMATE OF COSTS OF THE IMPROVEMENTS

In accordance with Section 22569 of the California Government Code, the estimate of the costs of the improvements for the fiscal year is required to contain estimates of the following:

- (a) The total cost for improvements to be made that year, being the total costs of constructing or installing all purposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses. This may include a cash flow reserve and an operating and maintenance reserve which are further detailed in the description of *Reserve* on the following page.
- (b) The amount of any surplus or deficit in the improvement fund to be carried over from a previous fiscal year.
- (c) The amount of any contributions to be made from sources other than assessments levied pursuant to this part. (Contributions will only be shown if such a contribution has been received.)
- (d) The amount, if any, of the annual installment for the fiscal year where the legislative body has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments.
- (e) The net amount to be assessed upon assessable lands within the Maintenance District being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred to in subdivision (b), (c), or (d).

The estimates of cost are contained in Appendix I of this Report, titled, "Estimate of Cost and Assessment." The Assessment Law requires that a special fund be established for the revenues and expenditures of each Zone within the District. Funds levied by these assessments shall be used only for the purposes as stated herein. The City may advance funds to the Zone, if needed, to ensure adequate cash flow, and will be reimbursed for any such advances upon receipt of assessments. Any surplus or deficit remaining on June 30 must be carried over to the next fiscal year.

### **DESCRIPTION OF BUDGET EXPENSE ITEMS**

Administration/Inspection: The cost to all departments and staff of the City for providing the coordination of maintenance and responding to public concerns regarding levy collections.

Annual Installment: The amount, if any, of the annual installment for the fiscal year where the legislative body has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments.

Consultant: The recovery of the cost of contracting for professional services to provide District administration and legal services.

County Fee: The recovery of the cost charged by the County of San Diego for placing and collecting the fixed charged special assessments on the county tax roll.

Liability Fund: The recovery of the cost incurred by the City to provide liability insurance.

*Miscellaneous Repairs:* Recovery of the cost of unplanned repairs. These costs are not included in the maintenance contract and are unplanned. An example of an expenditure that would fall under this category is repairs due to vandalism.

Reserve: The collection of a reserve is a combination of a cash flow reserve and an operating and maintenance reserve. The cash flow reserve should not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. This time period has been estimated by the City as six months from July 1 to January 1 of each fiscal year. The purpose of the

cash flow reserve is to eliminate the need for the City to transfer funds from non-District accounts to pay for District expenditures. The operating and maintenance reserve, estimated as 12 months of maintenance and servicing, is to provide a buffer for unforeseen emergency repairs and maintenance, and to allow the Zone to continue maintenance through a period of delinquencies in the collection of the assessments.

*Maintenance:* Includes all contracted labor, material and equipment required to properly maintain the landscaping, irrigation systems, fencing, and entry monuments within the District.

Service/Utilities: The furnishing of water and electricity required for the maintenance of the landscaping and drainage facilities.

### C. DIAGRAM FOR THE MAINTENANCE DISTRICT

The diagram for a Maintenance District as required by Sections 22570 and 22571 of the California Government Code is required to show: a) the exterior boundaries of the Maintenance District, b) the boundaries of any Zones within the district, and c) the lines and dimensions of each lot or parcel of land within the district. Each lot or parcel is required to be identified by a distinctive number or letter. A Diagram of the District by Zone which shows each lot or parcel of land within Zones 1 to 38 of the District is on file in the Offices of the City Clerk and the Engineering Department Management Analyst. Appendix III provides the general location of all the zones currently within the District.

The lines and dimensions of each lot or parcel of land shown on the diagram are required to conform to those shown on the county assessor's maps for the fiscal year in which the report applies. The diagram may refer to the county assessor maps for a detailed description of the lines and dimensions of any lots or parcels, in which case, those maps govern all details concerning the lines and dimensions of such lots or parcels.

### D. ASSESSMENT OF THE ESTIMATED COSTS OF THE IMPROVEMENTS

The assessment, or annual levy amount, in accordance with Sections 22572 and 22573 of the California Government Code, must refer to the fiscal year to which it applies and provide all of the following:

- (a) State the net amount, determined in accordance with Section 22569, to be assessed upon assessable lands within the Maintenance District, which includes an amount sufficient to pay the principal and interest due during the fiscal year from each parcel on any bonds or notes issued pursuant to Section 22662.5.
- (b) Describe each assessable lot or parcel of land within the District.
- (c) Assess the net amount upon all assessable lots or parcels of land within the District by apportioning that amount among the several lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements.

The assessment may refer to the County assessment roll for a description of the lots or parcels, in which case that roll will govern for all details concerning the description of the lots or parcels. The 1972 Act permits the establishment of Maintenance Districts by cities for the purpose of providing certain public improvements which include the construction, maintenance and servicing of landscaping improvements. Streets and Highways Code Section 22573 requires that maintenance assessments be levied according to benefit, directing that the method of apportionment can be based on any method which fairly distributes the net amount among all assessable lots or parcel in proportion to the estimated benefit to be received by each such lot or parcel from the Article XIII.D. and the Implementation Act require that a parcel's improvements. assessment may not exceed the reasonable cost for the proportional special benefit conferred on that parcel. Article XIII.D. and the Implementation Act further provide that only special benefits are assessable and the City must separate the general benefits from the special benefit. They also require that publicly-owned properties which specially benefit from the improvements be assessed.

### **SPECIAL BENEFIT ANALYSIS**

Proper maintenance of the street trees, street medians, and entryways provides special benefit to adjacent properties by providing security, safety, and community character and vitality.

### **Special Benefit**

Trees, landscaping, hardscape and appurtenant facilities, if well maintained, provide beautification, shade and enhancement of desirability to the surroundings, and therefore increase property value. Street trees within the public street parkways provide special benefit to those properties directly adjacent to those tree-lined parkways. Landscaping and hardscaping within the medians in the public streets and entryways provide special benefit to those developments that are directly adjacent to those public medians or entryways. These medians are located in the arterial roadways.

### **General Benefit**

There are no general benefits associated with local street trees. Landscaping and hardscaping within medians in the arterial roadways provide only incidental aesthetic benefit to motorists traveling to, from or through the City. Therefore, it is deemed that there are no special benefits associated with the landscaped medians and entryways.

### **Benefit Zones**

Benefit Zones are used to differentiate between different types of Landscape Improvements to be maintained and serviced within each such Zone. The method of spread for each Zone is based on benefit units outlined in the following table:

Zone(s)	Land Use Type	Benefit Unit	Benefit Factor
1 - 9, 11, 14 - 30 & 32 - 38	Residential	Dwelling Unit*	1.000
10	Residential	Dwelling Unit*	1.000
	Church	Acre	1.875
	Commercial	Acre	12.500
	Golf Course	Acre	0.250
12	Residential	Acre	1.000
13	Non-Residential	Frontage	1.000
31	Non-Residential	Acre	1.000

Note (\*) – The Benefit Unit, Dwelling Unit, is determined based on the quantity of Dwelling Unit(s) or the projection of Dwelling Unit(s) to be constructed as determined at the time of formation/annexation or as modified by other land use changes.

Appendix I of this Report, titled, "Estimate of Cost and Assessment," shows the calculation of the net amount to be assessed by Zone. In addition, it provides the calculation of apportionment among the parcels in proportion to the special benefits to be received by each parcel. The method of apportionment fairly distributes the net amount among all assessable parcels in proportion to the special benefit to be received by each parcel from the improvements.

For a description of each assessable lot or parcel of land within the District, refer to the County of San Diego assessment roll. Appendix II of this Report, titled "Assessment Roll," provides a listing of the assessor parcel numbers and levy per parcel by Zone.

The following is a description providing the general nature, location and extent of the existing and proposed improvements for each Zone.

### Zone 1: Tract 523A, 523B, 653 and 692 Rancho Verde

The boundaries of Zone 1 are coterminous with the entire boundary of Escondido Tract Nos. 523A, 523B, 653 and 692, which are located north of Via Rancho Parkway at Eucalyptus Avenue. Eucalyptus Avenue provides access to the Rancho Verde community. The improvements to be maintained provide special benefit to the properties within Zone 1. The improvements consist of entryway improvements including the entry monument and the parkway landscaping on both the east and west side of Eucalyptus Avenue extending a distance of approximately 400 feet from Via Rancho Parkway.

### Zone 2: Tract 695

Zone 2 lies within the boundaries of Escondido Tract 695 located west of Nutmeg Street and south of Sunset Heights Road. This tract encompasses the southern half of three cul-de-sacs: Skyhill Place, Eagle Summit Place and Lookout Point Place. The nature and extent of the special benefit provided by the improvements to the property within Zone 2 is the slope landscaping along Nutmeg Street and the service road south of the tract.

### Zone 3: Tract 708

Zone 3 lies within the boundaries of Escondido Tract 708 located at the southwest corner of West 11th Street and Valley Parkway, encompassing Lisbon Place and a portion of Chambers Street. The extent and nature of the special benefit provided by the improvements to the property within Zone 3 is the slope landscaping along Valley Parkway and West Eleventh Street.

### Zone 4: Tract 721

Zone 4 lies within the boundary of Escondido Tract 721 located at the north corner of El Norte Parkway and Rees Road. Streets within the subdivision include Las Palmas Lane, Los Cedros Lane, El Rosal Place, El Cielo Lane, El Aire Place and La Manzana Lane. The extent and nature of the special benefit provided by the improvements to the property within Zone 4 is the slope and parkway landscaping along El Norte Parkway and Rees Road.

### Zone 5: Tract 723

Zone 5 lies within the boundary of Escondido Tract 723. Entrance to the subdivision is at the intersection of La Honda Drive and Dublin Lane. Streets within the tract include Dublin Lane and a portion of Glasgow Lane. The nature and extent of the special benefit provided by the improvements to the property within Zone 5 includes the parkway landscaping along La Honda Drive adjacent to Tract 723.

### Zone 6: Tract 611R

Zone 6 lies within the boundary of Escondido Tract 611R. Entrance to the tract is at the intersection of North Broadway and Brava Place. The nature and extent of the special benefit provided by the improvements to the property within Zone 6 which are to be maintained is the landscaped area within the right-of-way along North Broadway and the portion of Reidy Creek channel which flows under an easement within the tract.

### Zone 7: Tract 733R

Zone 7 lies within the boundary of Escondido Tract 733R. Entrance to the tract is at the intersection of La Honda Drive and MacNaughton Lane approximately 0.6 miles north of El Norte Parkway. The nature and extent of the special benefit of the improvement provided to the property within Zone 7 includes the parkway landscaping along La Honda Drive adjacent to Tract 733R.

### Zone 8: Tract 789

Zone 8 encompasses Tract 789 and is generally located east of Bear Valley Parkway. The northern edge of the tract abuts El Norte Parkway. The tract includes a portion of lona Court. The nature and extent of the special benefit provided by the improvements to the property within Zone 8 include street right-of-way landscaping on that section of El Norte Parkway lying east of Justin Way and west of Kaile Lane.

### Zone 9: Tract 655 Laurel Valley

Zone 9 lies within the boundaries of Laurel Valley, Escondido Tract 655, and is generally located south of Rincon Avenue and east of North Broadway. Internal subdivision streets include Crestwood Place, Terracewood Lane, a portion of Shadywood Drive, Brookwood Court, a portion of Ash Street, Pleasantwood Lane, Splendorwood Place, Parktree Lane, Valleytree Place, Springtree Place, and open space areas within lots 1, 74, 112, 161, and a portion of lot 34. The purpose of the annual assessment is for the maintenance of the landscaped areas. Maintenance includes the furnishing of services and materials for the maintenance, operation, and servicing of the landscaped open space area.

### **Zone 10: Country Club Lane**

Zone 10, known by the name, "Country Club Lane," lies west of Interstate 15 and northeast of El Norte Parkway. Country Club Lane runs through the middle and northeast corner of the Zone. For a specific diagram showing the boundaries of

the Zone, please refer the diagram on file with the City Clerk. The nature and extent of the special benefit provided by the improvements to the property within Zone 10 includes planting materials such as ground cover, shrubs and trees, irrigation systems, decorative paving, and entry monuments within the median of Country Club Lane.

#### Zone 11: Parkwood

Zone 11, known by the name, "Parkwood," lies within the boundary of Escondido Tract 583 and is located north of Rincon Avenue and south of Cleveland Avenue. For a specific diagram showing the boundaries of the Zone, please refer to the diagram on file with the City Clerk. The nature and extent of the special benefit provided by the improvements to the property within Zone 11 includes planting materials such as ground cover, turf, shrubs and trees, irrigation systems, fencing, natural drainage areas, mow curbs, natural open space areas with paths, median landscape on Conway Drive, and landscape around the tract perimeter.

### Zone 12: Reidy Creek

Zone 12, known by the name, "Reidy Creek," generally lies west of Centre City Parkway, north of Lincoln Avenue, and south of El Norte Parkway. The nature and extent of the special benefit provided by the improvements to the property within Zone 12 includes planting materials such as ground cover, shrubs and trees, drainage systems, and fencing.

#### **Zone 13:**

This Zone is located on the southwest and southeast corners of Centre City Parkway and Felicita Avenue. The Zone annexed to the Maintenance District in 1998/99. The special benefit of the improvements to the property within Zone 13 include maintenance of the landscaping within the median fronting the commercial centers. A portion of the special benefit has been allocated to the City on a front footage basis.

### **Zone 14: Tract 747**

The entrance to this Zone is on Wanda Court off of Grape Street. The Zone annexed to the Maintenance District in 1999/00. The nature and extent of the special benefit of the improvements to the property within Zone 14 includes the maintenance of parkway landscaping adjacent to Tract 747 on Lincoln Parkway.

#### **Zone 15: Tract 805**

Zone 15 lies within Tract 805, lots 1-18, located east of Citrus Avenue and south of Washington Avenue. The Zone annexed to the Maintenance District in 1999/00. The nature and extent of the special benefit provided by the improvements to the property within Zone 15 includes parkway landscaping along Citrus Avenue and Washington Avenue.

#### **Zone 16: Tract 741**

Zone 16 lies within Tract 741. The entrance to this Zone is on Trellis Lane at North Broadway Avenue. The Zone annexed to the Maintenance District in 1999/00. The nature and extent of the special benefit of the improvements provided to the property within Zone 16 includes parkway landscaping along North Broadway Avenue and at the corner of Trellis Lane and North Broadway Avenue.

#### **Zone 17: Tract 800**

Zone 17 lies within Tract 800, located north of El Norte Parkway and west of the Escondido Creek channel. The Zone annexed to the Maintenance District in 1999/00. The nature and extent of the special benefit provided by the improvements to the property within Zone 17 includes parkway landscaping along El Norte Parkway.

#### **Zone 18: Tract 818**

Zone 18 lies within Tract 818. Entrance to this Zone is on Wanek Road at East Valley Parkway. The Zone annexed to the Maintenance District in 2000/01. The nature and extent of the special benefit provided by the improvements to the property within Zone 19 includes parkway landscaping along East Valley Parkway.

#### Zone 19: Tract 819 and Tract 844

The existing boundaries of Zone 19, approved on May 9, 2001 are coterminous with the boundaries of Escondido Tract No. 819, which is located on the east side of North Broadway and the north side of Rincon Avenue in the northern area of the City. An annexation has added the area contained within Tract 844 to Zone 19. Tract 844 is located north of Cleveland Avenue, west of Conway Drive and south of North Avenue on land adjacent to the existing Zone 19. Tract 844, referred to as Brookside II, adds a total of 40 single family dwelling units to the existing 222 single family dwelling units resulting in a grand total of 262 single family dwelling units within Zone 19. The nature and extent of the special benefit provided by the improvements to the property within Zone 19 includes the walking and equestrian trails and associated landscaping, parkway, slope and environmental channel landscaping and irrigation system.

#### Zone 20: Tract 817

The boundaries of Zone 20 are coterminous with the boundaries of Escondido Tract No. 817, which is located on the north and south side of Citracado Parkway at its termination point east of Scenic Trails Way. The Zone annexed to the Maintenance District in 2001/02. The nature and extent of the special benefit of the improvements provided to the property within Zone 20 include the slope landscaping on the south, east and north side of Citracado Parkway at Greenwood Place. This is the entryway to that portion of the tract referred to as Estate I (lots 1 through 8).

#### **Zone 21: Tract 823**

The boundaries of Zone 21 are coterminous with the boundaries of Escondido Tract No. 823, which is located on the north side of El Norte Parkway east of Greenway Rise. The Zone annexed to the Maintenance District in 2001/02. The nature and extent of the special benefit provided by the improvements to the property within Zone 21 includes the slope and parkway landscaping on the north side of El Norte Parkway east of Greenway Rise for a distance of approximately 380 feet.

#### Zone 22: Tract 808

The boundaries of Zone 22 are coterminous with the boundaries of Escondido Tract No. 808, which is located at the northeast corner of the intersection of El Norte Parkway and Woodland Parkway in the northwestern area of the City. The Zone annexed to the Maintenance District during fiscal year 2001/02. The nature and extent of the special benefit provided by the improvements to the property within Zone 22 include the maintenance of the parkway landscaping on the north side of El Norte Parkway east of Woodland Parkway for a distance of approximately 300 linear feet, and approximately 550 linear feet of parkway landscaping on the east side of Woodland Parkway and on the north and south side of Dancer Court, the entry street to the development.

### Zone 23: Tract 837 Harmony Grove

The boundaries of Zone 23 are coterminous with the boundaries of Escondido Tract No. 837, which is located on Harmony Grove Road just west of Howard Lane in the southwestern area of the City. The Zone annexed to the Maintenance District during fiscal year 2001/02. The nature and extent of the special benefit provided by the improvements to the property within Zone 23 to be maintained include approximately 2,600 square feet of parkway landscaping on the north side of Harmony Grove Road east and west of Princess Kyra Place.

#### Zone 24: Tract 824 and Tract 845

The existing boundaries of Zone 24, approved on June 2, 2002, are coterminous with the boundaries of Escondido Tract No. 824, which has its main entryway and frontage on Encino Drive between Rancho Verde Drive and Montana Luna Court in the southeastern area of the City. An annexation has added the area contained within Tract 845 to Zone 24. Tract 845 fronts the east side of Juniper Street and is located north of Amparo Drive, the access street to Tract 845. Tract 845 abuts lot 28 and a portion of lot 27 in Tract 824 and adds a total of 13 single family dwelling units to the existing total of 45 single family dwelling units resulting in a grand total of 58 single family dwelling units within Zone 24. The nature and extent of the special benefit provided by the improvements to the property within Zone 24 to be maintained for the existing boundaries of Zone 24 include approximately 64,200 square feet of parkway and slope landscaping on the west side of Encino Drive north and south of the main entry street to Tract No. 824 for a distance of approximately 1,000 feet. The improvements to be maintained which were added to Zone 24 with the annexation of Tract 845 are the parkway and slope landscaping along Juniper Street north of Amparo Drive. Amparo Drive provides access to the expanded Zone 24 area from Juniper Street on the west and from Encino Drive on the east.

## Zone 25: Tract 787R, 821 (Excepting lot 12) and 847

The boundaries of Zone 25 are coterminous with the boundaries of Escondido Tract Nos. 787R, 821 (excepting Lot 12) and 847, which are located on the north side of El Norte Parkway east of El Norte Hills Place. The nature and extent of the special benefit of the improvements to the property within Zone 25 includes the slope and parkway landscaping on the north side of El Norte Parkway extending from the west corner of Tract 787R to the east corner of Tract 821, a distance of approximately 770 feet of landscaped area.

### **Zone 26: Tract 856**

The boundaries of Zone 26 are coterminous with the boundaries of Escondido Tract No. 856, which is located on the east side of Fig Street, south of El Norte Parkway and just north of Stanley Court in the northern area of the City. The

nature and extent of the special benefit provided by the improvements to the property within Zone 26 includes approximately 2,700 square feet of parkway landscaping on the east side of Fig Street, for a distance of approximately 70 linear feet north of Jets Place (the entry street to the Tract 856 subdivision) and approximately 75 linear feet south of Jets Place.

### Zone 27: Tract 850 Washington Hills

The boundaries of Zone 27 are coterminous with the boundaries of Escondido Tract No. 850, which is located north and south of a new segment of El Norte Parkway constructed with this development. The new segment of El Norte Parkway extends from a new intersection with Citrus Avenue on the west to a new intersection with Washington Avenue on the east. The nature and extent of the special benefit provided by the improvements to the property within Zone 27 include approximately 29,900 square feet of parkway landscaping located along the frontage property of Tract No. 850 on both El Norte Parkway and Washington Avenue. The annexation of area contained within Tentative Map 2006-08 in March 2008 added one parcel (3 additional dwelling units) to the existing 124 dwelling units for a total of 127 dwelling units. The new segment of El Norte Parkway extends from a new intersection with Citrus Avenue on the west to a new intersection with Washington Avenue on the east.

#### Zone 28: Tract 839 Eureka Ranch

The boundaries of Zone 28 are coterminous with the boundaries of Escondido Tract No. 839, which is located on the west side of East Valley Parkway for a distance of 800 feet north of El Norte Parkway and on both the east and west side of East Valley Parkway extending another 1,250 feet further north. The nature and extent of the special benefit provided by the improvements to the property within Zone 28 include the following: a 600 linear foot median in El Norte Parkway between Key Lime Way and East Valley Parkway encompassing approximately 2,400 square feet, an 800 linear foot median in East Valley Parkway between El Norte Parkway and Eureka Drive encompassing approximately 4,900 square feet, a 1,250 linear foot median in East Valley Parkway between Eureka Drive and Beven Drive encompassing approximately 7,675 square feet, 630 linear feet of parkway and open space (Lot A within Unit 2) on the north side of El Norte Parkway between Key Lime Way and East Valley Parkway encompassing approximately 20,420 square feet, 2,105 linear feet of

parkway and open space (Lot A within Unit 2 and Unit 3) on the west side of East Valley Parkway between El Norte Parkway and Beven Drive encompassing approximately 148,235 square feet, 2,250 square feet of parkway and open space at the southeast corner of East Valley Parkway and Eureka Drive, 1,300 linear feet of parkway and open space (Lot A within Unit 4) on the east side of East Valley Parkway between Eureka Drive and Beven Drive encompassing approximately 88,100 square feet, 480 linear feet of median, parkway and open space (includes Lot A within Unit 3) on Beven Drive encompassing approximately 12,600 square feet, and 65 linear feet of parkway on the northeast corner of Wohlford Drive and Beven Drive encompassing approximately 420 square feet. The improvements to be maintained by the Landscape Maintenance District within these defined areas consist of trees, shrubs, ground cover, hardscape and an irrigation system. The total area of landscape and hardscape to be maintained is approximately 287,000 square feet. The improvements to be maintained by the HOA include all entry walls (including post and board fence, lighting and signage); trellis structures, decorative walls and benches.

#### Zone 29: Tract 861

The boundaries of Zone 29 are coterminous with the boundaries of Escondido Tract No. 861, which is located on the west side of Felicita Road, south of Brotherton Road, north of Escondido Lane and east of Interstate 15 in the central area of the City. The nature and extent of the special benefit provided by the improvements to the property within Zone 29 include approximately 4,578 square feet of parkway and grass channel landscaping on the west side of Felicita Road. The parkway extends for a distance of approximately 185 linear feet north of Rockwell Springs Court and approximately 405 linear feet south of the entry street.

### **Zone 30: Tract 880**

The boundaries of Zone 30 are coterminous with the boundaries of Escondido Tract No. 880, which is located on the west side of Fig Street, south of Siggson Court and north of Stanley Court in the northern area of the City. The nature and extent of the special benefit provided by the improvements to the property within Zone 30 include approximately 1,910 square feet of parkway landscaping on the

west side of Fig Street, for a distance of approximately 60 linear feet north of the entry street to Tract 880 and approximately 60 linear feet south of the entry street to Tract 880.

#### Zone 31: Tract 834

The boundaries of Zone 31 are coterminous with the boundaries of Escondido Tract No. 834, which is known as the Escondido Research and Technology Center. The nature and extent of the special benefit provided by the improvements to the property within Zone 31 include slope and right-of-way landscaping.

### Zone 32: Tract 881 Washington Hills II

The boundaries of Zone 32 are coterminous with the boundaries of Escondido Tract No. 881, which is located on the south side of Washington Avenue between Alta Meadow Lane and Veronica Place. The improvements along Washington Avenue to be maintained include 90 feet of parkway landscape east of Trovita Court and 85 feet of parkway landscape west of Trovita Court (approximately 875 square feet of maintained area). The nature and extent of the special benefit provided by the improvements to the property within Zone 32 include maintenance of trees, shrubs, ground cover and an irrigation system.

#### **Zone 33: Tract 883**

The boundaries of Zone 33 are coterminous with the boundaries of Escondido Tract No. 883, which is located on the north side of El Norte Parkway between Alita Lane and Greenway Drive. The nature and extent of the special benefit provided by the improvements to the property within Zone 33 include the following improvements along El Norte Parkway and Midway Drive, the main point of access from El Norte Parkway:

 El Norte Parkway – approximately 300 linear feet of slope and parkway landscape west of Midway Drive and approximately 120 linear feet of slope and parkway landscape east of Midway Drive.

2. Midway Drive – approximately 120 linear feet of slope and parkway landscape north of El Norte Parkway on the west side and approximately 90 linear feet of slope and parkway landscape north of El Norte Parkway on the east side.

The improvements to be maintained consist of trees, shrubs, ground cover and an irrigation system.

#### **Zone 34: Tract 901**

The boundaries of Zone 34 are coterminous with the boundaries of Escondido Tract No. 901, which is located on the north side of Idaho Avenue just west of Purdum Lane. The nature and extent of the special benefit provided by the improvements to the property within Zone 34 include approximately 200 linear feet of slope and parkway landscaping along Idaho Avenue. The improvements to be maintained consist of trees, shrubs, ground cover and an irrigation system.

#### Zone 35: Tract 947

The boundaries of Zone 35 are coterminous with the boundaries of Escondido Tract No. 947, which is located on the south side of Hamilton Lane approximately 230 feet west of Bernardo Avenue. The nature and extent of the special benefit provided by the improvements to the property within Zone 35 include the improvements along Hamilton Lane, approximately 370 linear feet of parkway landscaping for a depth of 15 feet behind an existing sidewalk. The improvements to be maintained consist of trees, shrubs, ground cover and an irrigation system.

#### **Zone 36: Tract 889**

The boundaries of Zone 36 are coterminous with the boundaries of Escondido Tract No. 889, which is located on the north side of Lehner Avenue, south of Stanley Avenue and east of Ash Street in the northern area of the City. The nature and extent of the special benefit provided by the improvements to the property within Zone 36 include approximately 2,700 square feet of parkway landscaping on the south side of Stanley Avenue east and west of Alec Way, the

entry street to Tract 889; 2,200 square feet of parkway landscaping on the north side of Lehner Avenue east and west of Alec Way; and 3,700 square feet of landscaped bio-swale at the southwest corner of the development. The improvements to be maintained consist of trees, shrubs, ground cover and an irrigation system.

#### Zone 37: Tract 934

Zone 37 is located at 1207 Gamble Street between Lincoln Avenue and El Norte Parkway. The improvements to be maintained by the Landscape Maintenance District include parkway landscape along approximately 120 feet of Gamble Street and along approximately 20 feet of Emilia Place. The landscaped areas include or will include trees, shrubs, groundcover, a bio-swale, and an automatic irrigation system. The landscaped area totals approximately 1,840 square feet.

#### **Zone 38: Tract 888**

The boundaries of Zone 38 are coterminous with the boundaries of Escondido Tract 888, which is located south of East Washington Avenue and west of North Citrus Avenue. The nature and extent of the special benefit provided by the improvements to the property within Zone 38 include planting materials such as ground cover, grass bio swale, shrubs and trees, irrigation systems, and natural drainage areas within Citrus Avenue right-of-way and dedicated 10-foot landscape parkway.

## E. IF BONDS OR NOTES WILL BE ISSUED PURSUANT TO SECTION 22662.5, AN ESTIMATE OF THEIR PRINCIPAL AMOUNT

For the current fiscal year the legislative body of the City of Escondido has not determined the need for bonds or notes to be issued.

# CITY OF ESCONDIDO LANDSCAPE AND MAINTENANCE ASSESSMENT DISTRICT

## **APPENDIX I**

## **ESTIMATE OF COST AND ASSESSMENT**

Appendix I Estimate of Cost and Assessment

ZONE	ZONE 1	ZONE 2	ZONE 3	ZONE 4	ZONE 5
DESCRIPTION	523A&B,653	Tract 695	Tract 708	Tract 721	Tract 723
BESONII TION	020/102,000	11401 000	11401700	11401721	11401720
Projected Beginning Balance (07/01/23)	\$65,011.09	\$6,108.77	\$15,570.57	\$13,108.22	\$6,215.81
Expenditures					
Direct Costs					
Maintenance	2,208.00	2,208.00	2,208.00	2,208.00	7,728.00
Miscellaneous Repairs	20,129.00	6,180.77	8,180.77	8,352.00	2,457.00
Service/Utilities	16,869.00	3,998.50	3,399.00	8,343.50	8,327.00
Annual Installment	0.00	0.00	0.00	0.00	0.00
Subtotal Direct Costs:	39,206.00	12,387.27	13,787.77	18,903.50	18,512.00
Administrative Costs					
Administration/Inspection	10,000.00	1,100.00	1,650.00	1,230.00	1,200.00
Liability Fund	0.00	0.00	0.00	0.00	0.00
Consultant	1,170.78	550.00	600.00	1,000.00	1,000.00
County Fee	29.70	2.90	2.00	8.20	3.00
Subtotal Administrative Costs:	11,200.48	1,652.90	2,252.00	2,238.20	2,203.00
Subtotal Direct and Administrative:	\$50,406.48	\$14,040.17	\$16,039.77	\$21,141.70	\$20,715.00
Reserve	48,183.43	618.38	8,080.80	8,535.44	193.61
Reserve	40,103.43	010.30	0,000.00	0,555.44	193.01
Total Expenditures:	\$98,589.91	\$14,658.55	\$24,120.57	\$29,677.14	\$20,908.61
Projected Ending Balance (June 30, 2024)	(\$33,578.82)	(\$8,549.78)	(\$8,550.00)	(\$16,568.92)	(\$14,692.80)
Calculated Required Net Levy	\$33,578.82	\$8,549.78	\$8,550.00	\$16,568.92	\$14,692.80
City Contribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Apportionment</u>					
Unit of Benefit	Per Parcel	Per Parcel	Per Parcel	Per Parcel	Per Parcel
Number of Benefit Units	297	29	20	82	30
Authorized Maximum Levy 2023/24	\$113.06	\$294.83	\$427.50	\$211.79	\$489.77
Levy per Unit 2023/24	\$113.06	\$294.82	\$427.50	\$202.06	\$489.76
Actual Total Levy	\$33,578.82	\$8,549.78	\$8,550.00	\$16,568.92	\$14,692.80
Historical Information					
2023/24 Levy per Unit	\$113.06	\$294.82	\$427.50	\$202.06	\$489.76
2022/23 Levy per Unit	\$104.96	\$294.82	\$427.50	\$196.62	\$489.76
2021/22 Levy per Unit	\$96.02	\$294.82	\$427.50	\$186.88	\$489.76
2020/21 Levy per Unit	\$96.02	\$294.82	\$427.50	\$184.12	\$489.76
2019/20 Levy per Unit	\$96.02	\$294.82	\$427.50	\$179.88	\$489.76
2018/19 Levy per Unit	\$92.90	\$294.82	\$427.50	\$174.02	\$489.76
2017/18 Levy per Unit	\$90.18	\$294.82	\$427.50	\$168.94	\$489.76
2016/17 Levy per Unit	\$88.44	\$294.82	\$427.50	\$165.68	\$489.76
2015/16 Levy per Unit	\$87.04	\$294.82	\$427.50	\$163.04	\$489.76
2014/15 Levy per Unit 2013/14 Levy per Unit	\$85.46 \$84.35	\$294.82 \$294.82	\$427.50 \$427.50	\$160.10   \$158.00	\$489.76 \$489.76
2012/13 Levy per Unit	\$83.02	\$294.82 \$294.82	\$427.50 \$427.50	\$155.52	\$489.76
2011/12 Levy per Unit	\$80.58	\$294.82	\$427.50	\$150.94	\$489.76
2010/11 Levy per Unit	\$68.70	\$265.34	\$360.96	\$148.98	\$368.98
2009/10 Levy per Unit	\$68.94	\$235.30	\$310.96	\$101.32	\$270.98
2008/09 Levy per Unit	\$49.98	\$235.32	\$310.96	\$101.32	\$270.98
2007/08 Levy per Unit	\$49.98	\$149.96	\$186.10	\$101.32	\$270.98
2006/07 Levy per Unit	\$49.98	\$149.96	\$186.10	\$101.32	\$270.98
2005/06 Levy per Unit	\$49.98	\$159.96	\$198.86	\$101.32	\$270.98

Appendix I Estimate of Cost and Assessment

ZONE	ZONE 6	ZONE 7	ZONE 8	ZONE 9	ZONE 10
DESCRIPTION	Tract 611R	Tract 733R	Tract 789	Laurel Valley	Country Club
DESCRIPTION	Hactorite	Tract 75510	Tract 703	Laurer valley	Country Club
Projected Beginning Balance (07/01/23)	\$7,166.17	\$44,261.85	\$3,436.95	\$27,518.39	\$13,910.49
Expanditures					
Expenditures Direct Costs					
Maintenance	2,208.00	13,248.00	2,208.00	35,328.00	0.00
Miscellaneous Repairs	3,908.26	5,279.71	1,438.26	23,411.52	5,000.00
Service/Utilities	2,678.50	7,073.00	2,002.00	41,320.00	0.00
Annual Installment	0.00	0.00	0.00	0.00	0.00
Subtotal Direct Costs:	8,794.76	25,600.71	5,648.26	100,059.52	5,000.00
Administrative Costs					
Administration/Inspection	2,000.00	4,200.00	175.00	14,350.00	9,200.00
Liability Fund	330.00	0.00	0.00	0.00	0.00
Consultant	500.00	600.00	150.00	400.00	2,155.00
County Fee	1.30	2.20	2.90	15.60	0.00
Subtotal Administrative Costs:	2,831.30	4,802.20	327.90	14,765.60	11,355.00
Subtotal Direct and Administrative:	\$11,626.06	\$30,402.91	\$5,976.16	\$114,825.12	\$16,355.00
Reserve	2,596.97	30,360.26	76.59	15,278.87	9,265.00
Total Expenditures:	\$14,223.03	\$60,763.17	\$6,052.75	\$130,103.99	\$25,620.00
Projected Ending Balance (June 30, 2024)	(\$7,056.86)	(\$16,501.32)	(\$2,615.80)	(\$102,585.60)	(\$11,709.51)
Calculated Required Net Levy	\$7,056.86	\$16,501.32	\$2,615.80	\$102,585.60	\$11,709.51
City Contribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Apportionment</u>					
Unit of Benefit	Per Parcel	Per Parcel	Per Parcel	Per Parcel	Per EDU
Number of Benefit Units	13	22	29	156	1,571.25
Authorized Maximum Levy 2023/24	\$542.85	\$1,238.38	\$90.20	\$657.60	\$22.12
Levy per Unit 2023/24	\$542.84	\$750.06	\$90.20	\$657.60	\$0.00
Actual Total Levy	\$7,056.92	\$16,501.32	\$2,615.80	\$102,585.60	\$0.00
Historical Information					
2023/24 Levy per Unit	\$542.84	\$750.06	\$90.20	\$657.60	\$0.00
2022/23 Levy per Unit	\$479.04	\$712.06	\$90.20	\$610.32	\$0.00
2021/22 Levy per Unit	\$479.04	\$695.24	\$90.20	\$580.30	\$0.00
2020/21 Levy per Unit	\$471.94	\$695.24	\$90.20	\$571.70	\$0.00
2019/20 Levy per Unit	\$461.08	\$695.24	\$90.20	\$558.56	\$18.78
2018/19 Levy per Unit	\$446.06	\$695.24	\$90.20	\$540.36	\$18.18
2017/18 Levy per Unit	\$433.00	\$695.24	\$90.20	\$524.54	\$17.64
2016/17 Levy per Unit	\$424.66	\$688.36	\$90.20	\$514.44	\$17.30
2015/16 Levy per Unit	\$417.90	\$688.36	\$90.20	\$506.24	\$17.02
2014/15 Levy per Unit	\$410.38	\$663.36	\$90.20	\$497.12	\$16.72
2013/14 Levy per Unit	\$405.00	\$660.39	\$90.20	\$490.62	\$16.50
2012/13 Levy per Unit	\$398.62	\$629.12	\$90.20	\$482.88	\$16.24
2011/12 Levy per Unit	\$386.88	\$599.16	\$90.20	\$468.66	\$15.76
2010/11 Levy per Unit	\$381.84	\$582.16	\$90.20	\$462.56	\$15.56
2009/10 Levy per Unit	\$370.32	\$582.16	\$0.00	\$462.56	\$15.56
2008/09 Levy per Unit	\$279.98	\$299.00	\$0.00	\$448.60	\$15.08
2007/08 Levy per Unit	\$279.98	\$244.60	\$0.00	\$435.44	\$14.64
2006/07 Levy per Unit	\$279.98	\$244.60	\$0.00	\$421.12	\$14.16
2005/06 Levy per Unit	\$287.66	\$0.00	\$0.00	\$406.22	\$13.66

Appendix I Estimate of Cost and Assessment

ZONE	ZONE 11	ZONE 12	ZONE 13	ZONE 14	ZONE 15
DESCRIPTION	Parkwood	Reidy Creek	Ctr City Prkwy	Tract 747	Tract 805
Projected Beginning Balance (07/01/23)	\$80,099.14	\$167,143.38	\$23,686.94	\$11,737.61	\$20,725.29
Expenditures					
Direct Costs					
Maintenance	35,328.00	35,328.00	2,208.00	2,208.00	2,208.00
Miscellaneous Repairs	23,331.00	49,549.24	7,180.00	1,938.26	5,884.51
Service/Utilities	65,076.00	0.00	4,785.00	2,750.00	3,740.00
Annual Installment	0.00	0.00	0.00	0.00	0.00
Subtotal Direct Costs:	123,735.00	84,877.24	14,173.00	6,896.26	11,832.51
Administrative Costs					
Administration/Inspection	5,400.00	25,050.00	5,250.00	520.00	1,800.00
Liability Fund	520.00	2,200.00	0.00	0.00	0.00
Consultant	1,000.00	1,500.00	525.00	400.00	525.00
County Fee	33.00	1.80	2.00	0.80	1.80
Subtotal Administrative Costs:	6,953.00	28,751.80	5,777.00	920.80	2,326.80
Subtotal Direct and Administrative:	\$130,688.00	\$113,629.04	\$19,950.00	\$7,817.06	\$14,159.31
Reserve	55,341.14	112,845.50	19,093.75	9,094.15	16,452.30
Total Expenditures:	\$186,029.14	\$226,474.54	\$39,043.75	\$16,911.21	\$30,611.61
Projected Ending Balance (June 30, 2024) Calculated Required Net Levy	(\$105,930.00) \$105,930.00	(\$59,331.16) \$59,331.16	(\$15,356.81) \$15,356.81	(\$5,173.60) \$5,173.60	(\$9,886.32) \$9,886.32
outoutated Required Not 2019	Ψ100,000.00	ψου,σο 1.10	Ψ10,000.01	ψο, 17 ο.οο	Ψ0,000.02
<u>City Contribution</u>	\$0.00	\$0.00	\$4,782.11	\$0.00	\$0.00
<u>Apportionment</u>					
Unit of Benefit	Per Parcel	Per Acre	Front Footage	Per Parcel	Per Parce
Number of Benefit Units	330	86.19	1,515	8	18
Authorized Maximum Levy 2023/24	\$321.01	\$688.38	\$6.98	\$825.58	\$577.91
Levy per Unit 2023/24	\$321.00	\$688.38	\$6.98	\$646.70	\$549.24
Actual Total Levy	\$105,930.00	\$59,331.16	\$10,574.68	\$5,173.60	\$9,886.32
			I		
<u>Historical Information</u>					
2023/24 Levy per Unit	\$321.00	\$688.38	\$6.98	\$646.70	•
2023/24 Levy per Unit 2022/23 Levy per Unit	\$298.02	\$688.38	\$6.16	\$600.46	\$509.98
2023/24 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit	\$298.02 \$283.26	\$688.38 \$688.38	\$6.16 \$6.16	\$600.46 \$582.58	\$509.98 \$509.98
2023/24 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit 2020/21 Levy per Unit	\$298.02 \$283.26 \$279.08	\$688.38 \$688.38 \$688.38	\$6.16 \$6.16 \$6.06	\$600.46 \$582.58 \$554.84	\$509.98 \$509.98 \$502.42
2023/24 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit 2020/21 Levy per Unit 2019/20 Levy per Unit	\$298.02 \$283.26 \$279.08 \$272.66	\$688.38 \$688.38 \$688.38 \$688.38	\$6.16 \$6.16 \$6.06 \$5.74	\$600.46 \$582.58 \$554.84 \$549.84	\$509.98 \$509.98 \$502.42 \$490.86
2023/24 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit 2020/21 Levy per Unit 2019/20 Levy per Unit 2018/19 Levy per Unit	\$298.02 \$283.26 \$279.08 \$272.66 \$263.78	\$688.38 \$688.38 \$688.38 \$688.38 \$688.38	\$6.16 \$6.16 \$6.06 \$5.74 \$5.74	\$600.46 \$582.58 \$554.84 \$549.84 \$549.84	\$509.98 \$509.98 \$502.42 \$490.86 \$474.86
2023/24 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit 2020/21 Levy per Unit 2019/20 Levy per Unit 2018/19 Levy per Unit 2017/18 Levy per Unit	\$298.02 \$283.26 \$279.08 \$272.66 \$263.78 \$256.06	\$688.38 \$688.38 \$688.38 \$688.38 \$688.38 \$404.68	\$6.16 \$6.16 \$6.06 \$5.74 \$5.74 \$5.56	\$600.46 \$582.58 \$554.84 \$549.84 \$549.84 \$549.84	\$509.98 \$509.98 \$502.42 \$490.86 \$474.86 \$460.98
2023/24 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit 2020/21 Levy per Unit 2019/20 Levy per Unit 2018/19 Levy per Unit 2017/18 Levy per Unit 2016/17 Levy per Unit	\$298.02 \$283.26 \$279.08 \$272.66 \$263.78 \$256.06 \$251.12	\$688.38 \$688.38 \$688.38 \$688.38 \$688.38 \$404.68 \$388.20	\$6.16 \$6.16 \$6.06 \$5.74 \$5.74 \$5.56 \$5.46	\$600.46 \$582.58 \$554.84 \$549.84 \$549.84 \$549.84 \$459.52	\$509.98 \$509.98 \$502.42 \$490.86 \$474.86 \$460.98 \$452.08
2023/24 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit 2020/21 Levy per Unit 2019/20 Levy per Unit 2018/19 Levy per Unit 2017/18 Levy per Unit 2016/17 Levy per Unit 2015/16 Levy per Unit	\$298.02 \$283.26 \$279.08 \$272.66 \$263.78 \$256.06 \$251.12 \$247.12	\$688.38 \$688.38 \$688.38 \$688.38 \$688.38 \$404.68 \$388.20 \$342.41	\$6.16 \$6.16 \$6.06 \$5.74 \$5.74 \$5.56 \$5.46 \$5.37	\$600.46 \$582.58 \$554.84 \$549.84 \$549.84 \$549.84 \$459.52 \$459.52	\$509.98 \$509.98 \$502.42 \$490.86 \$474.86 \$460.98 \$452.08
2023/24 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit 2020/21 Levy per Unit 2019/20 Levy per Unit 2018/19 Levy per Unit 2017/18 Levy per Unit 2016/17 Levy per Unit 2015/16 Levy per Unit 2014/15 Levy per Unit	\$298.02 \$283.26 \$279.08 \$272.66 \$263.78 \$256.06 \$251.12 \$247.12 \$242.66	\$688.38 \$688.38 \$688.38 \$688.38 \$404.68 \$388.20 \$342.41 \$405.52	\$6.16 \$6.16 \$6.06 \$5.74 \$5.74 \$5.56 \$5.46 \$5.37 \$5.28	\$600.46 \$582.58 \$554.84 \$549.84 \$549.84 \$549.84 \$459.52 \$459.52 \$459.52	\$509.98 \$509.98 \$502.42 \$490.86 \$474.86 \$460.98 \$452.08 \$444.88 \$436.88
2023/24 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit 2020/21 Levy per Unit 2019/20 Levy per Unit 2018/19 Levy per Unit 2017/18 Levy per Unit 2016/17 Levy per Unit 2015/16 Levy per Unit 2014/15 Levy per Unit 2013/14 Levy per Unit	\$298.02 \$283.26 \$279.08 \$272.66 \$263.78 \$256.06 \$251.12 \$247.12 \$242.66 \$239.50	\$688.38 \$688.38 \$688.38 \$688.38 \$404.68 \$388.20 \$342.41 \$405.52 \$393.92	\$6.16 \$6.06 \$5.74 \$5.74 \$5.56 \$5.46 \$5.37 \$5.28 \$5.21	\$600.46 \$582.58 \$554.84 \$549.84 \$549.84 \$549.84 \$459.52 \$459.52 \$459.52 \$459.52	\$509.98 \$509.98 \$502.42 \$490.86 \$474.86 \$460.98 \$452.08 \$444.88 \$431.16
2023/24 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit 2020/21 Levy per Unit 2019/20 Levy per Unit 2018/19 Levy per Unit 2017/18 Levy per Unit 2016/17 Levy per Unit 2015/16 Levy per Unit 2014/15 Levy per Unit 2013/14 Levy per Unit 2012/13 Levy per Unit	\$298.02 \$283.26 \$279.08 \$272.66 \$263.78 \$256.06 \$251.12 \$247.12 \$242.66 \$239.50 \$207.50	\$688.38 \$688.38 \$688.38 \$688.38 \$404.68 \$388.20 \$342.41 \$405.52 \$393.92 \$383.72	\$6.16 \$6.06 \$5.74 \$5.74 \$5.56 \$5.46 \$5.37 \$5.28 \$5.21 \$4.74	\$600.46 \$582.58 \$554.84 \$549.84 \$549.84 \$549.84 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52	\$509.98 \$509.98 \$502.42 \$490.86 \$474.86 \$460.98 \$452.08 \$444.88 \$436.88 \$431.16 \$424.36
2023/24 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit 2020/21 Levy per Unit 2019/20 Levy per Unit 2018/19 Levy per Unit 2017/18 Levy per Unit 2016/17 Levy per Unit 2015/16 Levy per Unit 2014/15 Levy per Unit 2013/14 Levy per Unit 2012/13 Levy per Unit 2011/12 Levy per Unit	\$298.02 \$283.26 \$279.08 \$272.66 \$263.78 \$256.06 \$251.12 \$247.12 \$242.66 \$239.50 \$207.50	\$688.38 \$688.38 \$688.38 \$688.38 \$404.68 \$388.20 \$342.41 \$405.52 \$393.92 \$383.72 \$383.72	\$6.16 \$6.06 \$5.74 \$5.74 \$5.56 \$5.46 \$5.37 \$5.28 \$5.21 \$4.74	\$600.46 \$582.58 \$554.84 \$549.84 \$549.84 \$549.84 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52	\$509.98 \$509.98 \$502.42 \$490.86 \$474.86 \$460.98 \$452.08 \$444.88 \$431.16 \$424.36
2023/24 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit 2020/21 Levy per Unit 2019/20 Levy per Unit 2018/19 Levy per Unit 2017/18 Levy per Unit 2016/17 Levy per Unit 2015/16 Levy per Unit 2014/15 Levy per Unit 2013/14 Levy per Unit 2012/13 Levy per Unit 2011/12 Levy per Unit 2011/12 Levy per Unit 2011/12 Levy per Unit	\$298.02 \$283.26 \$279.08 \$272.66 \$263.78 \$256.06 \$251.12 \$247.12 \$242.66 \$239.50 \$207.50 \$207.50	\$688.38 \$688.38 \$688.38 \$688.38 \$404.68 \$388.20 \$342.41 \$405.52 \$393.92 \$383.72 \$383.72 \$383.72	\$6.16 \$6.06 \$5.74 \$5.74 \$5.56 \$5.46 \$5.37 \$5.28 \$5.21 \$4.74 \$4.74	\$600.46 \$582.58 \$554.84 \$549.84 \$549.84 \$549.52 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52	\$509.98 \$509.98 \$502.42 \$490.86 \$474.86 \$460.98 \$452.08 \$444.88 \$436.88 \$431.16 \$424.36 \$411.86 \$385.42
2023/24 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit 2020/21 Levy per Unit 2019/20 Levy per Unit 2018/19 Levy per Unit 2017/18 Levy per Unit 2016/17 Levy per Unit 2015/16 Levy per Unit 2014/15 Levy per Unit 2013/14 Levy per Unit 2012/13 Levy per Unit 2011/12 Levy per Unit 2011/12 Levy per Unit 2010/11 Levy per Unit 2010/11 Levy per Unit	\$298.02 \$283.26 \$279.08 \$272.66 \$263.78 \$256.06 \$251.12 \$247.12 \$242.66 \$239.50 \$207.50 \$207.50 \$175.08	\$688.38 \$688.38 \$688.38 \$688.38 \$404.68 \$388.20 \$342.41 \$405.52 \$393.92 \$383.72 \$383.72 \$383.72 \$388.64	\$6.16 \$6.06 \$5.74 \$5.74 \$5.56 \$5.46 \$5.37 \$5.28 \$5.21 \$4.74 \$4.74 \$3.56	\$600.46 \$582.58 \$554.84 \$549.84 \$549.84 \$549.52 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52 \$399.00	\$549.24 \$509.98 \$509.98 \$502.42 \$490.86 \$474.86 \$460.98 \$452.08 \$444.88 \$431.16 \$424.36 \$411.86 \$385.40
2023/24 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit 2020/21 Levy per Unit 2019/20 Levy per Unit 2018/19 Levy per Unit 2017/18 Levy per Unit 2016/17 Levy per Unit 2015/16 Levy per Unit 2014/15 Levy per Unit 2013/14 Levy per Unit 2012/13 Levy per Unit 2011/12 Levy per Unit 2011/12 Levy per Unit 2010/11 Levy per Unit 2009/10 Levy per Unit 2008/09 Levy per Unit	\$298.02 \$283.26 \$279.08 \$272.66 \$263.78 \$256.06 \$251.12 \$247.12 \$242.66 \$239.50 \$207.50 \$207.50 \$175.08 \$175.08	\$688.38 \$688.38 \$688.38 \$688.38 \$404.68 \$388.20 \$342.41 \$405.52 \$393.92 \$383.72 \$383.72 \$383.72 \$388.64 \$199.00	\$6.16 \$6.06 \$5.74 \$5.74 \$5.56 \$5.46 \$5.37 \$5.28 \$5.21 \$4.74 \$4.74 \$4.74 \$3.56 \$2.67	\$600.46 \$582.58 \$554.84 \$549.84 \$549.84 \$549.52 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52 \$399.00 \$399.00	\$509.98 \$509.98 \$502.42 \$490.86 \$474.86 \$460.98 \$452.08 \$444.88 \$431.16 \$424.36 \$411.86 \$385.42 \$385.40 \$299.00
2023/24 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit 2020/21 Levy per Unit 2019/20 Levy per Unit 2018/19 Levy per Unit 2017/18 Levy per Unit 2016/17 Levy per Unit 2015/16 Levy per Unit 2014/15 Levy per Unit 2013/14 Levy per Unit 2012/13 Levy per Unit 2011/12 Levy per Unit 2011/12 Levy per Unit 2010/11 Levy per Unit 2010/11 Levy per Unit	\$298.02 \$283.26 \$279.08 \$272.66 \$263.78 \$256.06 \$251.12 \$247.12 \$242.66 \$239.50 \$207.50 \$207.50 \$175.08	\$688.38 \$688.38 \$688.38 \$688.38 \$404.68 \$388.20 \$342.41 \$405.52 \$393.92 \$383.72 \$383.72 \$383.72 \$388.64	\$6.16 \$6.06 \$5.74 \$5.74 \$5.56 \$5.46 \$5.37 \$5.28 \$5.21 \$4.74 \$4.74 \$3.56	\$600.46 \$582.58 \$554.84 \$549.84 \$549.84 \$549.52 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52 \$459.52 \$399.00	\$509.98 \$509.98 \$502.42 \$490.86 \$474.86 \$460.98 \$452.08 \$444.88 \$431.16 \$424.36 \$411.86 \$385.42 \$385.42

Appendix I Estimate of Cost and Assessment

ZONE	ZONE 16	ZONE 17	ZONE 18	ZONE 19	ZONE 20
DESCRIPTION	Tract 741	Tract 800	Tract 818	Tract 819 & 844	Tract 817
BEGGINI HON	11400711	11451 555	11401010	114010104011	11401011
Projected Beginning Balance (07/01/23)	\$9,224.61	\$8,025.11	\$3,896.31	\$314,504.75	\$22,059.15
Expenditures					
Direct Costs					
Maintenance	2,208.00	2,208.00	2,208.00	52,992.00	3,312.00
Miscellaneous Repairs	2,898.26	4,939.51	2,684.51	69,469.34	6,326.77
Service/Utilities	1,303.50	2,964.50	1,802.50	111,303.50	5,280.00
Annual Installment	0.00	0.00	0.00	0.00	0.00
Subtotal Direct Costs:	6,409.76	10,112.01	6,695.01	233,764.84	14,918.77
Administrative Costs					
Administration/Inspection	600.00	1,500.00	325.00	46,860.00	940.00
Liability Fund	0.00	0.00	0.00	2,350.00	0.00
Consultant	340.00	500.00	585.00	3,403.00	340.00
County Fee	1.00	4.70	5.00	26.20	0.90
Subtotal Administrative Costs:	941.00	2,004.70	915.00	52,639.20	1,280.90
Subtotal Direct and Administrative:	\$7,350.76	\$12,116.71	\$7,610.01	\$286,404.04	\$16,199.67
Pecerie	6 001 65	3,668.10	2 116 20	220 662 55	17 420 06
Reserve	6,001.65	3,000.10	2,116.30	229,662.55	17,439.06
Total Expenditures:	\$13,352.41	\$15,784.81	\$9,726.31	\$516,066.59	\$33,638.73
Projected Ending Balance (June 30, 2024)	(\$4,127.80)	(\$7,759.70)	(\$5,830.00)	(\$201,561.84)	(\$11,579.58)
Calculated Required Net Levy	\$4,127.80	\$7,759.70	\$5,830.00	\$201,561.84	\$11,579.58
City Contribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Apportionment</u>					
Unit of Benefit	Per Parcel	Per Parcel	Per Parcel	Per Parcel	Per Parcel
Number of Benefit Units	10	47	50	262	9
Authorized Maximum Levy 2023/24	\$412.79	\$165.11	\$116.61	\$1,300.26	\$1,309.69
Levy per Unit 2023/24	\$412.78	\$165.10	\$116.60	\$769.32	\$1,286.62
Actual Total Levy	\$4,127.80	\$7,759.70	\$5,830.00	\$201,561.84	\$11,579.58
Historical Information					
2023/24 Levy per Unit	\$412.78	\$165.10	\$116.60	\$769.32	\$1,286.62
2022/23 Levy per Unit	\$364.26	\$145.70	\$107.90	\$769.32	\$1,194.64
2021/22 Levy per Unit	\$364.26	\$145.70	\$102.90	\$689.82	\$1,101.20
2020/21 Levy per Unit	\$358.88	\$143.54	\$101.38	\$689.82	\$1,101.20
2019/20 Levy per Unit	\$350.62	\$140.24	\$99.04	\$689.82	\$1,112.44
2018/19 Levy per Unit	\$339.18	\$135.66	\$95.82	\$689.82	\$1,076.18
2017/18 Levy per Unit	\$329.26	\$131.70	\$93.02	\$689.82	\$1,044.70
2016/17 Levy per Unit 2015/16 Levy per Unit	\$320.96 \$317.78	\$129.16 \$127.10	\$91.22 \$89.76	\$689.82 \$689.82	\$1,024.56 \$1,008.24
2014/15 Levy per Unit	\$298.44	\$124.82	\$88.16	\$659.32	\$990.08
2013/14 Levy per Unit	\$288.20	\$123.18	\$87.00	\$698.36	\$783.26
2012/13 Levy per Unit	\$303.12	\$121.24	\$85.62	\$688.36	\$783.26
2011/12 Levy per Unit	\$294.18	\$117.66	\$83.10	\$698.14	\$783.26
2010/11 Levy per Unit	\$290.36	\$116.14	\$82.02	\$579.22	\$696.42
2009/10 Levy per Unit	\$255.00	\$116.14	\$82.02	\$579.22	\$696.42
2008/09 Levy per Unit	\$255.00	\$108.12	\$54.98	\$579.22	\$591.78
2007/08 Levy per Unit	\$255.00	\$64.90	\$54.98	\$623.50	\$591.78
2006/07 Levy per Unit	\$255.00	\$64.90	\$54.98	\$623.50	\$591.78
2005/06 Levy per Unit	\$255.00	\$59.00	\$49.64	\$699.46	\$591.78

Appendix I Estimate of Cost and Assessment

ZONE	ZONE 21	ZONE 22	ZONE 23	ZONE 24	ZONE 25
DESCRIPTION	Tract 823	Tract 808	Tract 837		Tr. 847,821,787
BESONII TION	11401 020	11401 000	11401 001	11401 024 4 040	11. 047,021,707
Projected Beginning Balance (07/01/23)	\$22,301.53	\$21,458.11	\$9,809.81	\$26,058.07	\$23,632.79
Expenditures					
Direct Costs					
Maintenance	2,208.00	2,208.00	2,208.00	3,312.00	2,208.00
Miscellaneous Repairs	11,384.51	7,884.51	2,288.26	15,465.54	5,588.26
Service/Utilities	3,811.50	4,609.50	2,700.50	19,965.00	3,250.50
Annual Installment	0.00	0.00	0.00	0.00	0.00
Subtotal Direct Costs:	17,404.01	14,702.01	7,196.76	38,742.54	11,046.76
Administrative Costs					
Administration/Inspection	3,090.00	5,000.00	1,100.00	6,310.00	6,250.00
Liability Fund	0.00	0.00	0.00	0.00	0.00
Consultant	580.00	750.00	380.00	1,310.00	1,055.00
County Fee	1.60	2.30	1.60	5.80	5.20
Subtotal Administrative Costs:	3,671.60	5,752.30	1,481.60	7,625.80	7,310.20
Subtotal Direct and Administrative:	\$21,075.61	\$20,454.31	\$8,678.36	\$46,368.34	\$18,356.96
Reserve	9,926.08	11,942.14	8,749.69	12,463.21	15,828.71
Reserve	9,926.06	11,942.14	0,749.09	12,463.21	15,020.71
Total Expenditures:	\$31,001.69	\$32,396.45	\$17,428.05	\$58,831.55	\$34,185.67
Projected Ending Balance (June 30, 2024)	(\$8,700.16)	(\$10,938.34)	(\$7,618.24)	(\$32,773.48)	(\$10,552.88)
Calculated Required Net Levy	\$8,700.16	\$10,938.34	\$7,618.24	\$32,773.48	\$10,552.88
City Contribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apportionment					
Unit of Benefit	Per Parcel				
Number of Benefit Units	16	23	16	58	52
Authorized Maximum Levy 2023/24	\$744.35	\$1,259.35	\$603.55	\$594.54	\$400.35
Levy per Unit 2023/24	\$543.76	\$475.58	\$476.14	\$565.06	\$202.94
Actual Total Levy	\$8,700.00	\$10,938.34	\$7,618.24	\$32,773.48	\$10,552.88
Historical Information					
2023/24 Levy per Unit	\$543.76	\$475.58	\$476.14	\$565.06	\$202.94
2022/23 Levy per Unit	\$504.88	\$441.58	\$442.10	\$524.66	\$188.44
2021/22 Levy per Unit	\$501.72	\$439.58	\$399.54	\$524.66	\$140.94
2020/21 Levy per Unit	\$456.12	\$434.58	\$380.52	\$516.88	\$140.94
2019/20 Levy per Unit	\$434.40	\$429.58	\$362.40	\$505.00	\$140.94
2018/19 Levy per Unit	\$413.72	\$424.58	\$345.06	\$488.54	\$140.94
2017/18 Levy per Unit	\$593.74	\$417.04	\$321.70	\$474.24	\$319.34
2016/17 Levy per Unit	\$538.72	\$348.54	\$268.86	\$465.10	\$234.62
2015/16 Levy per Unit	\$533.40 \$563.70	\$345.10 \$263.20	\$266.20	\$457.70	\$232.30 \$231.76
2014/15 Levy per Unit 2013/14 Levy per Unit	\$562.70 \$555.34	\$263.20 \$398.48	\$311.48 \$367.48	\$449.46 \$443.56	\$231.76 \$168.10
2012/13 Levy per Unit	\$546.58	\$398.48	\$407.24	\$436.58	\$140.34
2011/12 Levy per Unit	\$530.50	\$392.12	\$430.14	\$423.72	\$175.94
2010/11 Levy per Unit	\$473.50	\$424.74	\$424.54	\$418.20	\$158.20
2009/10 Levy per Unit	\$473.50	\$584.02	\$396.26	\$418.20	\$83.10
2008/09 Levy per Unit	\$299.00	\$0.00	\$250.00	\$299.00	\$123.30
2007/08 Levy per Unit	\$299.00	\$0.00	\$199.00	\$299.00	\$123.30
2006/07 Levy per Unit	\$299.00	\$199.00	\$199.00	\$299.00	\$123.30
2005/06 Levy per Unit	\$299.00	\$44.02	\$199.00	\$250.68	\$123.30

Appendix I Estimate of Cost and Assessment

ZONE	70NF 20	70NE 07	70NE 20	70NE 20	70NE 20
ZONE DESCRIPTION	ZONE 26 Tracts 856	ZONE 27 Tract 850	ZONE 28 Tract 839	ZONE 29 Tract 861	ZONE 30 Tract 880
DESCRIPTION	Tracis 650	11act 650	11401 009	TTACE OUT	Tract 000
Projected Beginning Balance (07/01/23)	\$16,133.81	\$61,439.80	\$214,581.54	\$17,204.36	\$0.84
Expenditures					
Direct Costs					
Maintenance	2,208.00	3,312.00	33,120.00	2,208.00	0.00
Miscellaneous Repairs	5,588.26	14,044.00	59,990.00	4,588.26	0.00
Service/Utilities	3,591.50	15,423.00	77,555.50	3,888.50	0.00
Annual Installment	0.00	0.00	0.00	0.00	0.00
Subtotal Direct Costs:	11,387.76	32,779.00	170,665.50	10,684.76	0.00
Administrative Costs					
Administration/Inspection	1,850.00	17,686.00	29,003.00	1,100.00	0.00
Liability Fund	0.00	0.00	0.00	0.00	0.00
Consultant	840.00	2,500.00	1,700.00	295.00	0.84
County Fee	1.30	12.70	34.00	1.20	0.00
Subtotal Administrative Costs:	2,691.30	20,198.70	30,737.00	1,396.20	0.84
Subtotal Direct and Administrative:	\$14,079.06	\$52,977.70	\$201,402.50	\$12,080.96	\$0.84
Reserve	10,346.93	54,405.62	200,451.04	12,696.12	0.00
Total Expenditures:	\$24,425.99	\$107,383.32	\$401,853.54	\$24,777.08	\$0.84
Projected Ending Balance (June 30, 2024)	(\$8,292.18)	(\$45,943.52)	(\$187,272.00)	(\$7,572.72)	\$0.00
Calculated Required Net Levy	\$8,292.18	\$45,943.52	\$187,272.00	\$7,572.72	\$0.00
City Contribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apportionment					
Unit of Benefit	Per Parcel	Per Parcel	Per Parcel	Per Parcel	Per Parcel
Number of Benefit Units	13	127	340	12	4
Authorized Maximum Levy 2023/24	\$671.16	\$600.56	\$665.30	\$712.26	\$971.26
Levy per Unit 2023/24	\$637.86	\$361.76	\$550.80	\$631.06	\$0.00
Actual Total Levy	\$8,292.18	\$45,943.52	\$187,272.00	\$7,572.72	\$0.00
Historical Information					
2023/24 Levy per Unit	\$637.86	\$361.76	\$550.80	\$631.06	\$0.00
2022/23 Levy per Unit	\$592.26	\$335.90	\$511.42	\$585.94	\$0.00
2021/22 Levy per Unit	\$475.72	\$307.22	\$404.80	\$520.40	\$0.00
2020/21 Levy per Unit	\$470.72	\$279.30	\$385.52	\$515.40	\$0.00
2019/20 Levy per Unit	\$485.70	\$253.92	\$367.18	\$515.40	\$0.00
2018/19 Levy per Unit	\$485.70	\$230.84	\$349.70	\$515.40	\$0.00
2017/18 Levy per Unit	\$516.68	\$233.70	\$296.32	\$557.20	\$0.00
2016/17 Levy per Unit	\$443.52	\$302.42	\$331.76	\$476.56	\$0.00
2015/16 Levy per Unit	\$439.14	\$299.44	\$331.76	\$476.56	\$0.00
2014/15 Levy per Unit	\$459.48	\$273.68	\$296.32	\$434.22	\$0.00
2013/14 Levy per Unit	\$455.36	\$214.48	\$274.58	\$374.04	\$0.00
2012/13 Levy per Unit	\$455.36	\$214.48	\$274.58	\$374.04	\$0.00
2011/12 Levy per Unit 2010/11 Levy per Unit	\$478.32 \$406.10	\$195.88 \$186.62	\$265.76 \$216.72	\$497.86 \$0.00	\$0.00 \$0.00
2009/10 Levy per Unit	\$406.10	\$62.86	\$195.64	\$262.90	\$0.00
2008/09 Levy per Unit	\$295.00	\$40.36	\$193.40	\$0.00	\$0.00
2007/08 Levy per Unit	\$395.48	\$86.62	\$440.54	\$394.60	\$499.00
2006/07 Levy per Unit	\$395.48	\$259.70	\$43.48	\$394.60	\$499.00
2005/06 Levy per Unit	\$395.48	\$370.06	\$0.00	\$439.68	\$587.60
	÷5550	÷0.0.00	Ψ0.00	+ .00.00	+3000

Appendix I Estimate of Cost and Assessment

ZONE	ZONE 31	ZONE 32	ZONE 33	ZONE 34	ZONE 35
DESCRIPTION	Tract 834	Tract 881	Tract 883	Tract 901	Tract 947
BEGORII TIGIV	11401 004	11401 001	11401 000	11401 301	11401 541
Projected Beginning Balance (07/01/23)	\$2.29	\$15,561.92	\$14,282.69	\$15,168.58	\$19,094.48
Expenditures					
Direct Costs					
Maintenance	0.00	2,208.00	2,208.00	3,312.00	3,312.00
Miscellaneous Repairs	0.00	3,088.26	7,984.51	6,484.26	2,634.26
Service/Utilities	0.00	2,469.50	7,040.00	4,218.50	3,850.00
Annual Installment	0.00	0.00	0.00	0.00	0.00
Subtotal Direct Costs:	0.00	7,765.76	17,232.51	14,014.76	9,796.26
Administrative Costs Administration/Inspection	2.29	2,510.00	2,055.00	680.00	790.00
· ·	0.00	· · · · · · · · · · · · · · · · · · ·	0.00	0.00	0.00
Liability Fund Consultant	0.00	0.00 645.00	525.00	550.00	800.00
County Fee	0.00	2.20	1.10	0.50	0.60
Subtotal Administrative Costs:	2.29	3,157.20	2,581.10	1,230.50	1,590.60
Subtotal Administrative Costs.	2.29	3,157.20	2,561.10	1,230.50	1,590.60
Subtotal Direct and Administrative:	\$2.29	\$10,922.96	\$19,813.61	\$15,245.26	\$11,386.86
Reserve	0.00	11,443.12	5,128.52	6,040.92	15,100.82
Total Expenditures:	\$2.29	\$22,366.08	\$24,942.13	\$21,286.18	\$26,487.68
Projected Ending Balance (June 30, 2024)	\$0.00	(\$6,804.16)	(\$10,659.44)	(\$6,117.60)	(\$7,393.20)
Calculated Required Net Levy	\$0.00	`\$6,804.16´	`\$10,659.44 <sup>^</sup>	`\$6,117.60´	\$7,393.20
City Contribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Apportionment</u>					
Unit of Benefit	\$0.00	Per Parcel	Per Parcel	Per Parcel	Per Parcel
Number of Benefit Units	-	22	11	5	6
Authorized Maximum Levy 2023/24	\$0.00	\$365.40	\$1,172.72	\$1,561.54	\$1,298.77
Levy per Unit 2023/24	\$0.00	\$309.28	\$969.04	\$1,223.52	\$1,232.20
Actual Total Levy	\$0.00	\$6,804.16	\$10,659.44	\$6,117.60	\$7,393.20
Historical Information					
2023/24 Levy per Unit	\$0.00	\$309.28	\$969.04	\$1,223.52	\$1,232.20
2022/23 Levy per Unit	\$0.00	\$287.16	\$899.76	\$1,136.04	\$1,144.10
2021/22 Levy per Unit	\$0.00	\$264.06	\$896.32	\$1,198.84	\$1,129.14
2020/21 Levy per Unit	\$0.00	\$251.48	\$896.32	\$1,198.84	\$1,129.14
2019/20 Levy per Unit	\$0.00	\$239.52	\$896.32	\$1,245.60	\$1,067.22
2018/19 Levy per Unit	\$0.00	\$228.12	\$896.32	\$1,245.60	\$1,067.22
2017/18 Levy per Unit	\$0.00	\$291.46	\$935.44	\$1,245.60	\$740.58
2016/17 Levy per Unit	\$0.00	\$206.16	\$917.40	\$1,221.58	\$624.64
2015/16 Levy per Unit	\$0.00	\$204.12	\$902.80	\$1,202.12	\$618.46
2014/15 Levy per Unit	\$0.00	\$276.22	\$886.54	\$1,180.48	\$644.40
2013/14 Levy per Unit	\$0.00	\$179.98	\$874.94	\$999.30	\$968.98
2012/13 Levy per Unit	\$0.00	\$198.44	\$861.14	\$990.98	\$953.70
2011/12 Levy per Unit	\$0.00	\$195.44	\$835.78	\$990.98	\$925.62
2010/11 Levy per Unit	\$0.00	\$195.44	\$824.90	\$990.98	\$62.72
2009/10 Levy per Unit	\$0.00	\$197.44	\$673.98	\$899.72	\$0.00
2008/09 Levy per Unit	\$0.00	\$145.82	\$499.94	\$816.76	\$788.78
2007/08 Levy per Unit	\$0.00	\$241.96	\$776.53	\$886.54	\$856.76
2006/07 Levy per Unit	\$0.00	\$233.50	\$750.54	\$998.10	\$998.10
2005/06 Levy per Unit	\$0.00	N/A	N/A	N/A	N/A

Appendix I Estimate of Cost and Assessment

DESCRIPTION	7015	701500	70NE 07	70NE 00	TOTAL
Projected Beginning Balance (07/01/23)   \$5,982.12   \$14,053.22   \$15,806.39   \$1,375,982.95	ZONE	ZONE 36	ZONE 37	ZONE 38	TOTAL
Expenditures   Direct Costs   Direct Costs   Direct Costs   Maintenance   0.00   0.00   2,208.00   276,000.00   Miscellaneous Repairs   0.00   3,886.20   5,838.26   415,276.04   5ervice/Utilities   0.00   3,840.00   2,541.00   451,770.00   0.00	DESCRIPTION	1 ract 889	Tract 934	Tract 888	ZONES
Expenditures   Direct Costs   Direct Costs   Direct Costs   Maintenance   0.00   0.00   2,208.00   276,000.00   Miscellaneous Repairs   0.00   3,886.20   5,838.26   415,276.04   5ervice/Utilities   0.00   3,840.00   2,541.00   451,770.00   0.00	Dustrated Davissian Dalamas (07/04/00)	£5,000,40	£44.052.22	£45 00C 20	£4 275 002 05
Direct Costs	Projected Beginning Balance (07/01/23)	\$5,982.12	\$14,053.22	\$15,806.39	\$1,375,982.95
Direct Costs	Evnandituras				
Maintenance         0.00         0.00         2,288.00         276,000.00           Miscellaneous Repairs         0.00         3,886.20         5,838.26         415,276.04           Service/Utilities         0.00         3,840.00         2,541.00         451,770.00           Annual Installment         0.00         0.00         0.00         0.00         0.00           Subtotal Direct Costs         Administrative Costs         Administrative Costs         4,000         0.00         0.00         0.00         5,000         5,000         0.00         5,000         0.00         5,000         0.00         5,000         0.00         5,000         0.00         5,000         0.00         5,000         0.00         5,000         0.00         5,000         0.00         5,000         0.00         3,14,667.8         0.00         1,772.86         256,139.37         378,393.37         378,393.37         378,393.37         378,393.37         378,312.36					
Miscellaneous Repairs         0.00         3,886.20         5,838.26         415,276.04           Service/Utilities         0.00         3,840.00         2,541.00         451,770.00           Annual Installment         0.00         0.00         0.00         0.00           Subtotal Direct Costs         3,300.00         4,030.00         950.00         219,056.29           Liability Fund         0.00         0.00         0.00         5,400.00           Consultant         800.00         670.00         822.16         31,466.78           County Fee         0.00         0.50         0.70         265,139.37           Subtotal Administrative Costs:         4,100.00         \$12,426.70         \$12,360.12         \$1,399,185.41           Reserve         4,815.10         1,626.52         8,964.51         984,832.89           Total Expenditures:         \$8,915.10         \$14,053.22         \$21,324.63         \$2,384,018.30           Projected Ending Balance (June 30, 2024)         \$2,932.98         \$0.00         \$5,518.24         \$2,384,018.30           Projected Ending Balance (June 30, 2024)         \$2,932.98         \$0.00         \$5,518.24         \$1,008.035.35           City Contribution         \$0.00         \$0.00         \$0.00 <t< td=""><td></td><td>0.00</td><td>0.00</td><td>2 208 00</td><td>276 000 00</td></t<>		0.00	0.00	2 208 00	276 000 00
Service/Utilities   0.00   3.840.00   2.541.00   451,770.00   Annual Installment   0.00   0				, , , , , , , , , , , , , , , , , , ,	
Annual Installment 0.00 0.00 0.00 0.00 0.00 0.00 Subtotal Direct Costs: 0.00 7,726.20 10,587.26 1,143,046.04 Administrative Costs	•				
Subtotal Direct Costs:         0.00         7,726.20         10,587.26         1,143,046.04           Administrative Costs         3,300.00         4,030.00         950.00         219,056.29           Lability Fund         0.00         0.00         0.00         5,400.00           Consultant         800.00         670.00         822.16         31,466.78           County Fee         0.00         0.50         0.70         216.30           Subtotal Administrative Costs:         4,100.00         \$12,426.70         \$12,360.12         \$1,399,185.41           Reserve         4,815.10         1,626.52         8,964.51         984,832.89           Total Expenditures:         \$8,915.10         \$14,053.22         \$21,324.63         \$2,384,018.30           Projected Ending Balance (June 30, 2024)         (\$2,932.98)         \$0.00         \$5,518.24         \$1,008,035.35           City Contribution         \$0.00         \$0.00         \$0.00         \$4,782.11           Apportionment Unit of Benefit Units Authorized Maximum Levy 2023/24         \$96.78         \$0.00         \$1,316.17           Levy per Unit 2023/24 Actual Total Levy         \$0.00         \$0.00         \$788.32         \$988,610.64           Historical Information 2022/22 Levy per Unit         \$0.00         <			- ,	I	
Administrative Costs         Administrative Costs         4,030.00         950.00         219,056.29           Liability Fund         0.00         0.00         0.00         5,000.00         0.50         5,400.00         0.00         5,400.00         0.00         5,400.00         0.00         6,000         0.00         0.00         1,466.78         200.00         0.50         0.70         216.30         31,466.78         200.00         1,772.86         256,139.37         216.30         3,466.78         256,139.37				I	
Administration/Inspection 3,300.00 4,030.00 950.00 219,056.29 Liability Fund 0.00 0.00 0.00 0.00 5,400.00 670.00 822.16 31,466.78 0.00 1,000 0.00 0.00 0.00 0.00 0.00 0.0	Custotal Billott Goote.	0.00	7,720.20	10,007.20	1,140,040.04
Administration/Inspection 3,300.00 4,030.00 950.00 219,056.29 Liability Fund 0.00 0.00 0.00 0.00 5,400.00 670.00 822.16 31,466.78 0.00 1,000 0.00 0.00 0.00 0.00 0.00 0.0	Administrative Costs				
Liability Fund Consultant Consultant County Fee 0.00 Consultant County Fee 0.00 Subtotal Administrative Costs: 4,100.00 4,700.50 1,772.86 256,139.37  Subtotal Direct and Administrative: \$4,100.00 \$12,426.70 \$12,360.12 \$1,399,185.41  Reserve 4,815.10 1,626.52 8,964.51 964,832.89  Total Expenditures: \$8,915.10 \$14,053.22 \$21,324.63 \$2,384,018.30  Projected Ending Balance (June 30, 2024) Calculated Required Net Levy \$2,932.98 \$0.00 \$5,518.24 \$1,008,035.35  City Contribution \$0.00 \$0.00 \$0.00 \$4,782.11  Apportionment Unit of Benefit Units 16 5 7 Authorized Maximum Levy 2023/24 \$996.78 \$0.00 \$0.00 \$1,316.17  Levy per Unit 2023/24 \$0.00 \$0.00 \$788.32 \$998,610.64  Historical Information 2023/24 Levy per Unit \$0.00 \$0.00 \$778.32 \$998,610.64  Historical Information 2023/24 Levy per Unit \$0.00 \$661.76 \$722.14 \$2018/19 Levy per Unit \$0.00 \$1,084.32 \$995.00 \$1,316.76 \$722.14 \$2018/19 Levy per Unit \$0.00 \$661.76 \$722.14 \$2018/19 Levy per Unit \$0.00 \$1,084.32 \$9913.76 \$2021/12 Levy per Unit \$0.00 \$1,084.32 \$9913.76 \$2021/14 Levy per Unit \$0.00 \$1,084.32 \$9913.76 \$2021/14 Levy per Unit \$266.4 \$0.00 \$0.00 \$NA \$2011/14 Levy per Unit \$266.4 \$0.00 \$NA \$2011/12 Levy per Unit \$266.4 \$0.00 \$NA \$2011/12 Levy per Unit \$390.35 \$0.00 NA \$2000/10 Levy per Unit \$390.35 \$0.00 NA \$2011/11 Levy per Unit \$390.35 \$0.00 NA \$2000/10 Levy per Unit \$390.36 NA \$2011/12 Levy per Unit \$300.01 NA \$2000/10 Levy per Unit		3 300 00	4 030 00	950 00	219 056 29
Consultant County Fee County Fee County Fee Subtotal Administrative Costs: 4,100.00 4,700.50 1,772.86 256,139.37 Subtotal Direct and Administrative: \$4,100.00 \$12,426.70 \$12,360.12 \$1,399,185.41  Reserve  4,815.10 1,626.52 8,964.51 984,832.89  Total Expenditures: \$8,915.10 \$14,053.22 \$21,324.63 \$2,384,018.30  Projected Ending Balance (June 30, 2024) Calculated Required Net Levy \$2,932.98 \$0.00 \$5,518.24 \$1,008,035.35  City Contribution \$0.00 \$0.00 \$0.00 \$0.00 \$4,782.11  Apportionment Unit of Benefit Units 16 5 7 Authorized Maximum Levy 2023/24 Evey per Unit 2023/24 Actual Total Levy \$0.00 \$0.00 \$788.32 Actual Total Levy per Unit \$0.00 \$0.00 \$661.76 \$722.14 \$202/21 Levy per Unit \$0.00 \$661.76 \$722.14 \$201/718 Levy per Unit \$0.00 \$661.76 \$722.14 \$201/718 Levy per Unit \$0.00 \$661.76 \$722.14 \$201/718 Levy per Unit \$0.00 \$60.00 \$1,029,64 \$1,029,64 \$2,032.98 \$3,000 \$0.00 \$1,029,64 \$2,332.98 \$3,000 \$3,000 \$4,782.11		•		1	·
County Fee         0.00         0.50         0.70         216.30           Subtotal Administrative Costs:         4,100.00         4,700.50         1,772.86         256,139.37           Subtotal Direct and Administrative:         \$4,100.00         \$12,426.70         \$12,360.12         \$1,399,185.41           Reserve         4,815.10         1,626.52         8,964.51         984,832.89           Total Expenditures:         \$8,915.10         \$14,053.22         \$21,324.63         \$2,384,018.30           Projected Ending Balance (June 30, 2024)         (\$2,932.98)         \$0.00         (\$5,518.24)         \$1,008,035.35           City Contribution         \$0.00         \$0.00         \$0.00         \$4,782.11           Apportionment Unit of Benefit Units         16         5         7         7           Authorized Maximum Levy 2023/24         \$996.78         \$0.00         \$1,316.17         \$984,832.2         \$98.788.32         \$98.8610.64           Historical Information         2022/23 Levy per Unit         \$0.00         \$0.00         \$788.32         \$988,610.64           Historical Information         2022/23 Levy per Unit         \$0.00         \$661.76         \$722.14           2021/22 Levy per Unit         \$0.00         \$661.76         \$722.14				I	
Subtotal Administrative Costs:         4,100.00         4,700.50         1,772.86         256,139.37           Subtotal Direct and Administrative:         \$4,100.00         \$12,426.70         \$12,360.12         \$1,399,185.41           Reserve         4,815.10         1,626.52         8,964.51         984,832.89           Total Expenditures:         \$8,915.10         \$14,053.22         \$21,324.63         \$2,384,018.30           Projected Ending Balance (June 30, 2024)         (\$2,932.98)         \$0.00         (\$5,518.24)         \$1,008,035.35           City Contribution         \$0.00         \$0.00         \$0.00         \$5,518.24         \$1,008,035.35           City Contribution         \$0.00         \$0.00         \$0.00         \$4,782.11           Apportionment Unit of Benefit Units         16         5         7           Authorized Maximum Levy 2023/24         \$996.78         \$0.00         \$1,316.17           Levy per Unit 2023/24 a \$0.00         \$0.00         \$788.32         \$988,610.64           Historical Information         \$0.00         \$0.00         \$788.32         \$988,610.64           Historical Information         \$0.00         \$0.00         \$722.14         \$731.96         \$020/221 Levy per Unit         \$0.00         \$722.14         \$731.96					
Subtotal Direct and Administrative: \$4,100.00 \$12,426.70 \$12,360.12 \$1,399,185.41  Reserve 4,815.10 1,626.52 8,964.51 984,832.89  Total Expenditures: \$8,915.10 \$14,053.22 \$21,324.63 \$2,384,018.30  Projected Ending Balance (June 30, 2024) \$2,932.98 \$0.00 \$5,518.24 \$1,008,035.35  City Contribution \$0.00 \$0.00 \$0.00 \$5,518.24 \$1,008,035.35  City Contribution \$0.00 \$0.00 \$0.00 \$4,782.11  Apportionment Unit of Benefit Units 16 5 7 Authorized Maximum Levy 2023/24 \$996.78 \$0.00 \$1,316.17  Levy per Unit 2023/24 \$0.00 \$0.00 \$788.32 \$988,610.64  Historical Information 2023/24 Levy per Unit \$0.00 \$0.00 \$772.14 \$731.96 \$2022/23 Levy per Unit \$0.00 \$661.76 \$722.14 \$2019/20 Levy per Unit \$0.00 \$60.00 \$1,029.64 \$2016/17 Levy per Unit \$0.00 \$1,029.64 \$2016/17 Levy per Unit \$0.00 \$1,029.64 \$2016/17 Levy per Unit \$26.64 \$0.00 \$995.00 \$2013/14 Levy per Unit \$256.22 \$0.00 NA \$2011/12 Levy per Unit \$256.22 \$0.00 NA \$2011/12 Levy per Unit \$30.00 NA \$2011/12 Levy per Unit \$256.22 \$0.00 NA \$2011/12 Levy per Unit \$30.00 NA \$30.00 NA \$2011/12 Levy per Unit \$30.00 NA \$30.00 NA \$2011/12 Levy per Unit \$30.00 NA \$					
Reserve   4,815.10   1,626.52   8,964.51   984,832.89		1,100.00	.,. 55.55	.,	200, 100.01
Total Expenditures: \$8,915.10   \$14,053.22   \$21,324.63   \$2,384,018.30	Subtotal Direct and Administrative:	\$4,100.00	\$12,426.70	\$12,360.12	\$1,399,185.41
Total Expenditures: \$8,915.10   \$14,053.22   \$21,324.63   \$2,384,018.30					
Projected Ending Balance (June 30, 2024)   (\$2,932.98)   \$0.00   (\$5,518.24)   \$1,008,035.35	Reserve	4,815.10	1,626.52	8,964.51	984,832.89
Projected Ending Balance (June 30, 2024)   (\$2,932.98)   \$0.00   (\$5,518.24)   \$1,008,035.35	Total Expanditures:	\$9.045.40	\$44.0E2.22	\$24.224.62	¢2 204 040 20
Caiculated Required Net Levy         \$2,932.98         \$0.00         \$5,518.24         \$1,008,035.35           City Contribution         \$0.00         \$0.00         \$0.00         \$4,782.11           Apportionment Unit of Benefit Unit of Unit o	Total Expericitures.	\$0,915.10	\$14,055.22	\$21,324.63	\$2,304,010.3U
Caiculated Required Net Levy         \$2,932.98         \$0.00         \$5,518.24         \$1,008,035.35           City Contribution         \$0.00         \$0.00         \$0.00         \$4,782.11           Apportionment Unit of Benefit Unit of Unit o	Projected Ending Balance ( June 30, 2024)	(\$2 932 98)	\$0.00	(\$5.518.24)	
City Contribution         \$0.00         \$0.00         \$0.00         \$4,782.11           Apportionment Unit of Benefit         Per Parcel         Per Parcel         Per Parcel         Per Parcel           Number of Benefit Units         16         5         7           Authorized Maximum Levy 2023/24         \$996.78         \$0.00         \$1,316.17           Levy per Unit 2023/24         \$0.00         \$0.00         \$788.32           Actual Total Levy         \$0.00         \$0.00         \$5,518.24         \$988,610.64           Historical Information           2023/24 Levy per Unit         \$0.00         \$0.00         \$788.32           2022/23 Levy per Unit         \$0.00         \$21.74         \$731.96           2021/22 Levy per Unit         \$0.00         \$661.76         \$722.14           2019/20 Levy per Unit         \$0.00         \$661.76         \$722.14           2019/20 Levy per Unit         \$0.00         \$661.76         \$722.14           2018/19 Levy per Unit         \$0.00         \$1,029.64           2016/17 Levy per Unit         \$0.00         \$1,084.32         \$913.76           2015/16 Levy per Unit         \$0.00         \$1,087.07         \$913.76           2014/15 Levy per Unit         \$26.64			· '		\$1,008,035,35
Apportionment   Per Parcel   Per Parcel   Per Parcel   Number of Benefit Units   16	Outouted Required Net Levy	Ψ2,002.00	ψ0.00	Ψ0,010.24	Ψ1,000,000.00
Apportionment   Per Parcel   Per Parcel   Per Parcel   Number of Benefit Units   16	City Contribution	\$0.00	\$0.00	\$0.00	\$4 782 11
Unit of Benefit	<u>Oky Gontination</u>	ΨΟ.ΟΟ	Ψ0.00	Ψ0.00	Ψ+,702.11
Unit of Benefit	Apportionment				
Number of Benefit Units Authorized Maximum Levy 2023/24  Levy per Unit 2023/24 Actual Total Levy  Bistorical Information 2023/24 Levy per Unit 2022/23 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit 2020/21 Levy per Unit 2020/21 Levy per Unit 2019/20 Levy per Unit 2019/20 Levy per Unit 2018/19 Levy per Unit 2016/17 Lev		Per Parcel	Per Parcel	Per Parcel	
Authorized Maximum Levy 2023/24  Levy per Unit 2023/24 Actual Total Levy  Bistorical Information 2023/24 Levy per Unit 2022/23 Levy per Unit 2021/22 Levy per Unit 2020/21 Levy per Unit 2020/21 Levy per Unit 2020/21 Levy per Unit 2019/20 Levy per Unit 2019/20 Levy per Unit 2016/17 Levy					
Source   S		-	-	\$1.316.17	
Actual Total Levy   \$0.00   \$0.00   \$5,518.24   \$988,610.64     Historical Information   2023/24 Levy per Unit   \$0.00   \$0.00   \$788.32     2022/23 Levy per Unit   \$0.00   \$21.74   \$731.96     2021/22 Levy per Unit   \$0.00   \$0.00   \$727.14     2020/21 Levy per Unit   \$0.00   \$661.76   \$722.14     2019/20 Levy per Unit   \$0.00   \$661.76   \$722.14     2018/19 Levy per Unit   \$0.00   \$661.76   \$722.14     2016/17 Levy per Unit   \$0.00   \$1,084.32   \$913.76     2016/17 Levy per Unit   \$0.00   \$1,067.07   \$913.76     2015/16 Levy per Unit   \$26.64   \$0.00   \$995.00     2013/14 Levy per Unit   \$256.22   \$0.00   NA     2012/13 Levy per Unit   \$390.35   \$0.00   NA     2010/11 Levy per Unit   \$301.60   N/A   NA     2009/10 Levy per Unit   \$330.41   N/A   NA					
Historical Information         2023/24 Levy per Unit       \$0.00       \$0.00       \$788.32         2022/23 Levy per Unit       \$0.00       \$21.74       \$731.96         2021/22 Levy per Unit       \$0.00       \$0.00       \$727.14         2020/21 Levy per Unit       \$0.00       \$661.76       \$722.14         2019/20 Levy per Unit       \$0.00       \$661.76       \$722.14         2018/19 Levy per Unit       \$0.00       \$661.76       \$722.14         2017/18 Levy per Unit       \$0.00       \$661.76       \$722.14         2016/17 Levy per Unit       \$0.00       \$1,084.32       \$913.76         2015/16 Levy per Unit       \$0.00       \$1,084.32       \$913.76         2014/15 Levy per Unit       \$26.64       \$0.00       \$995.00         2013/14 Levy per Unit       \$147.12       \$0.00       NA         2011/12 Levy per Unit       \$390.35       \$0.00       NA         2010/11 Levy per Unit       \$301.60       N/A       NA         2009/10 Levy per Unit       \$330.41       N/A       NA					\$988,610.64
2023/24 Levy per Unit       \$0.00       \$0.00       \$788.32         2022/23 Levy per Unit       \$0.00       \$21.74       \$731.96         2021/22 Levy per Unit       \$0.00       \$0.00       \$727.14         2020/21 Levy per Unit       \$0.00       \$661.76       \$722.14         2019/20 Levy per Unit       \$0.00       \$661.76       \$722.14         2018/19 Levy per Unit       \$0.00       \$661.76       \$722.14         2017/18 Levy per Unit       \$0.00       \$0.00       \$1,029.64         2016/17 Levy per Unit       \$0.00       \$1,084.32       \$913.76         2015/16 Levy per Unit       \$0.00       \$1,067.07       \$913.76         2014/15 Levy per Unit       \$26.64       \$0.00       \$995.00         2013/14 Levy per Unit       \$147.12       \$0.00       NA         2011/12 Levy per Unit       \$390.35       \$0.00       NA         2010/11 Levy per Unit       \$301.60       N/A       NA         2009/10 Levy per Unit       \$330.41       N/A       NA	•				
2022/23 Levy per Unit       \$0.00       \$21.74       \$731.96         2021/22 Levy per Unit       \$0.00       \$0.00       \$727.14         2020/21 Levy per Unit       \$0.00       \$661.76       \$722.14         2019/20 Levy per Unit       \$0.00       \$661.76       \$722.14         2018/19 Levy per Unit       \$0.00       \$661.76       \$722.14         2017/18 Levy per Unit       \$0.00       \$0.00       \$1,029.64         2016/17 Levy per Unit       \$0.00       \$1,084.32       \$913.76         2015/16 Levy per Unit       \$0.00       \$1,067.07       \$913.76         2014/15 Levy per Unit       \$26.64       \$0.00       \$995.00         2013/14 Levy per Unit       \$147.12       \$0.00       NA         2011/12 Levy per Unit       \$390.35       \$0.00       NA         2010/11 Levy per Unit       \$301.60       N/A       NA         2009/10 Levy per Unit       \$330.41       N/A       NA	Historical Information				
2022/23 Levy per Unit       \$0.00       \$21.74       \$731.96         2021/22 Levy per Unit       \$0.00       \$0.00       \$727.14         2020/21 Levy per Unit       \$0.00       \$661.76       \$722.14         2019/20 Levy per Unit       \$0.00       \$661.76       \$722.14         2018/19 Levy per Unit       \$0.00       \$661.76       \$722.14         2017/18 Levy per Unit       \$0.00       \$0.00       \$1,029.64         2016/17 Levy per Unit       \$0.00       \$1,084.32       \$913.76         2015/16 Levy per Unit       \$0.00       \$1,067.07       \$913.76         2014/15 Levy per Unit       \$26.64       \$0.00       \$995.00         2013/14 Levy per Unit       \$147.12       \$0.00       NA         2011/12 Levy per Unit       \$390.35       \$0.00       NA         2010/11 Levy per Unit       \$301.60       N/A       NA         2009/10 Levy per Unit       \$330.41       N/A       NA	2023/24 Levy per Unit	\$0.00	\$0.00	\$788.32	
2021/22 Levy per Unit       \$0.00       \$0.00       \$727.14         2020/21 Levy per Unit       \$0.00       \$661.76       \$722.14         2019/20 Levy per Unit       \$0.00       \$661.76       \$722.14         2018/19 Levy per Unit       \$0.00       \$661.76       \$722.14         2017/18 Levy per Unit       \$0.00       \$0.00       \$1,029.64         2016/17 Levy per Unit       \$0.00       \$1,084.32       \$913.76         2015/16 Levy per Unit       \$0.00       \$1,067.07       \$913.76         2014/15 Levy per Unit       \$26.64       \$0.00       \$995.00         2013/14 Levy per Unit       \$147.12       \$0.00       NA         2012/13 Levy per Unit       \$256.22       \$0.00       NA         2011/12 Levy per Unit       \$390.35       \$0.00       NA         2010/11 Levy per Unit       \$301.60       N/A       NA         2009/10 Levy per Unit       \$330.41       N/A       NA		\$0.00	\$21.74	\$731.96	
2019/20 Levy per Unit       \$0.00       \$661.76       \$722.14         2018/19 Levy per Unit       \$0.00       \$661.76       \$722.14         2017/18 Levy per Unit       \$0.00       \$0.00       \$1,029.64         2016/17 Levy per Unit       \$0.00       \$1,084.32       \$913.76         2015/16 Levy per Unit       \$0.00       \$1,067.07       \$913.76         2014/15 Levy per Unit       \$26.64       \$0.00       \$995.00         2013/14 Levy per Unit       \$147.12       \$0.00       NA         2012/13 Levy per Unit       \$256.22       \$0.00       NA         2011/12 Levy per Unit       \$390.35       \$0.00       NA         2010/11 Levy per Unit       \$301.60       N/A       NA         2009/10 Levy per Unit       \$330.41       N/A       NA		\$0.00	\$0.00		
2019/20 Levy per Unit       \$0.00       \$661.76       \$722.14         2018/19 Levy per Unit       \$0.00       \$661.76       \$722.14         2017/18 Levy per Unit       \$0.00       \$0.00       \$1,029.64         2016/17 Levy per Unit       \$0.00       \$1,084.32       \$913.76         2015/16 Levy per Unit       \$0.00       \$1,067.07       \$913.76         2014/15 Levy per Unit       \$26.64       \$0.00       \$995.00         2013/14 Levy per Unit       \$147.12       \$0.00       NA         2012/13 Levy per Unit       \$256.22       \$0.00       NA         2011/12 Levy per Unit       \$390.35       \$0.00       NA         2010/11 Levy per Unit       \$301.60       N/A       NA         2009/10 Levy per Unit       \$330.41       N/A       NA	2020/21 Levy per Unit	\$0.00	\$661.76	\$722.14	
2017/18 Levy per Unit       \$0.00       \$0.00       \$1,029.64         2016/17 Levy per Unit       \$0.00       \$1,084.32       \$913.76         2015/16 Levy per Unit       \$0.00       \$1,067.07       \$913.76         2014/15 Levy per Unit       \$26.64       \$0.00       \$995.00         2013/14 Levy per Unit       \$147.12       \$0.00       NA         2012/13 Levy per Unit       \$256.22       \$0.00       NA         2011/12 Levy per Unit       \$390.35       \$0.00       NA         2010/11 Levy per Unit       \$301.60       N/A       NA         2009/10 Levy per Unit       \$330.41       N/A       NA		\$0.00	\$661.76	\$722.14	
2016/17 Levy per Unit       \$0.00       \$1,084.32       \$913.76         2015/16 Levy per Unit       \$0.00       \$1,067.07       \$913.76         2014/15 Levy per Unit       \$26.64       \$0.00       \$995.00         2013/14 Levy per Unit       \$147.12       \$0.00       NA         2012/13 Levy per Unit       \$256.22       \$0.00       NA         2011/12 Levy per Unit       \$390.35       \$0.00       NA         2010/11 Levy per Unit       \$301.60       N/A       NA         2009/10 Levy per Unit       \$330.41       N/A       NA			\$661.76		
2015/16 Levy per Unit       \$0.00       \$1,067.07       \$913.76         2014/15 Levy per Unit       \$26.64       \$0.00       \$995.00         2013/14 Levy per Unit       \$147.12       \$0.00       NA         2012/13 Levy per Unit       \$256.22       \$0.00       NA         2011/12 Levy per Unit       \$390.35       \$0.00       NA         2010/11 Levy per Unit       \$301.60       N/A       NA         2009/10 Levy per Unit       \$330.41       N/A       NA	2017/18 Levy per Unit	\$0.00	\$0.00	\$1,029.64	
2014/15 Levy per Unit       \$26.64       \$0.00       \$995.00         2013/14 Levy per Unit       \$147.12       \$0.00       NA         2012/13 Levy per Unit       \$256.22       \$0.00       NA         2011/12 Levy per Unit       \$390.35       \$0.00       NA         2010/11 Levy per Unit       \$301.60       N/A       NA         2009/10 Levy per Unit       \$330.41       N/A       NA	2016/17 Levy per Unit	\$0.00	\$1,084.32	\$913.76	
2013/14 Levy per Unit       \$147.12       \$0.00       NA         2012/13 Levy per Unit       \$256.22       \$0.00       NA         2011/12 Levy per Unit       \$390.35       \$0.00       NA         2010/11 Levy per Unit       \$301.60       N/A       NA         2009/10 Levy per Unit       \$330.41       N/A       NA		\$0.00	\$1,067.07	\$913.76	
2012/13 Levy per Unit       \$256.22       \$0.00       NA         2011/12 Levy per Unit       \$390.35       \$0.00       NA         2010/11 Levy per Unit       \$301.60       N/A       NA         2009/10 Levy per Unit       \$330.41       N/A       NA	2014/15 Levy per Unit	\$26.64			
2011/12 Levy per Unit       \$390.35       \$0.00       NA         2010/11 Levy per Unit       \$301.60       N/A       NA         2009/10 Levy per Unit       \$330.41       N/A       NA				NA	
2010/11 Levy per Unit \$301.60 N/A NA 2009/10 Levy per Unit \$330.41 N/A NA				1	
2009/10 Levy per Unit \$330.41 N/A NA				I	
				NA	
2008/09 Levy per Unit   \$136.04   N/A   N/A			N/A	NA	
2007/08 Levy per Unit N/A N/A N/A N/A					
2005/06 Levy per Unit N/A N/A N/A N/A		N/A	N/A	N/A	

# CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

## **APPENDIX II**

## **ASSESSMENT ROLL**

The assessment roll shows, for every Zone, each assessor parcel number and the proposed assessment amount.

## CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 1

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
238-481-01-00	2245 Eucalyptus Ave	1	\$113.06
238-481-02-00	2257 Eucalyptus Ave	1	\$113.06
238-481-03-00	2301 Eucalyptus Ave	1	\$113.06
238-481-04-00	2313 Eucalyptus Ave	1 1	\$113.06
238-481-05-00	2325 Eucalyptus Ave	1	\$113.06
238-481-06-00	2337 Eucalyptus Ave	1	\$113.06
238-481-07-00	2415 Eucalyptus Ave	1	\$113.06
238-481-08-00	2427 Eucalyptus Ave	1	\$113.06
238-481-09-00	2439 Eucalyptus Ave	1	\$113.06
238-481-10-00	2451 Eucalyptus Ave	1 1	\$113.06
238-482-01-00	1629 Buckskin Dr	1 1	\$113.06
238-482-02-00	1619 Buckskin Dr	1	\$113.06
238-482-03-00	1609 Buckskin Dr	1	\$113.06
238-482-04-00	1543 Buckskin Dr	1	\$113.06
238-482-05-00	1535 Buckskin Dr	1	\$113.06
238-482-06-00	1527 Buckskin Dr	1	\$113.06
238-482-07-00	1519 Buckskin Dr	1	\$113.06
238-482-08-00	1511 Buckskin Dr	1 1	\$113.06
238-482-09-00	1439 Buckskin Dr	1	\$113.06
238-482-10-00	1433 Buckskin Dr	1	\$113.06
238-482-11-00	1427 Buckskin Dr	1	\$113.06
238-482-12-00	1427 Buckskin Dr	1	
	1421 Buckskin Dr	1	\$113.06 \$112.06
238-482-13-00 238-483-01-00	1627 Winsome Dr	1	\$113.06 \$113.06
238-483-02-00	1617 Winsome Dr	1	\$113.06
238-483-03-00	1607 Winsome Dr	1	\$113.06
238-483-04-00	1545 Winsome Dr	1	\$113.06
238-483-05-00	1537 Winsome Dr	1	\$113.06
238-483-06-00	1529 Winsome Dr	1	\$113.06
238-483-07-00	1521 Winsome Dr	1	\$113.06
238-483-08-00	1513 Winsome Dr	1	\$113.06
238-483-09-00	1449 Winsome Dr	1	\$113.06
238-483-10-00	1441 Winsome Dr	1	\$113.06
238-483-11-00	1435 Winsome Dr	1	\$113.06
238-483-12-00	1429 Winsome Dr	! 1	\$113.06
238-483-13-00	1423 Winsome Dr	1	\$113.06
238-483-14-00	1417 Winsome Dr	1	\$113.06
238-483-15-00	1417 Winsome Dr	1	\$113.06
238-483-16-00	1409 Mandeville Dr	1	\$113.06
238-483-17-00	1405 Mandeville Dr	1	\$113.06
238-483-18-00	2320 Cortina Cir	1	\$113.06
238-483-19-00	2328 Cortina Cir	1	\$113.06
238-483-20-00	2336 Cortina Cir	1	\$113.06
238-483-21-00	2342 Cortina Cir	1	\$113.06
238-484-01-00	1631 Cortina Cir	1	\$113.06
238-484-02-00	1621 Cortina Cir	1	\$113.06
238-484-03-00	1611 Cortina Cir	1	\$113.06
238-484-04-00	1539 Cortina Cir	1	\$113.06
200- <del>704-04-00</del>	1000 Oorana Off	I	φ110.00

## CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 1

## Assessment Levy for Fiscal Year 2023/24

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
238-484-05-00	1529 Cortina Cir	1	\$113.06
238-484-06-00	1519 Cortina Cir	1	\$113.06
238-484-07-00	1509 Cortina Cir	1	\$113.06
238-484-08-00	1441 Cortina Cir	1	\$113.06
238-484-09-00	1433 Cortina Cir	1	\$113.06
238-484-10-00	1425 Cortina Cir	1	\$113.06
238-484-11-00	1417 Cortina Cir	1	\$113.06
238-484-12-00	1412 Ventana Dr	1	\$113.06
238-484-13-00	1420 Ventana Dr	1	\$113.06
238-484-14-00	1428 Ventana Dr	1	\$113.06
238-484-15-00	1436 Ventana Dr	1	\$113.06
238-484-16-00	1444 Ventana Dr	1	\$113.06
238-484-17-00	1452 Ventana Dr	1	\$113.06
238-484-18-00	1510 Ventana Dr	1	\$113.06
238-484-19-00	1520 Ventana Dr	1	\$113.06
238-484-20-00	1530 Ventana Dr	1	\$113.06
238-484-21-00	1540 Ventana Dr	1	\$113.06
238-484-22-00	1550 Ventana Dr	1	\$113.06
238-484-23-00	1610 Ventana Dr	1	\$113.06
238-484-24-00	1620 Ventana Dr	1	\$113.06
238-484-25-00	1630 Ventana Dr	1	\$113.06
238-484-26-00	1640 Ventana Dr	1	\$113.06
238-485-01-00	2470 Eucalyptus Ave	1	\$113.06
238-485-02-00	2460 Eucalyptus Ave	1	\$113.06
238-485-03-00	1639 Ventana Dr	1	\$113.06
238-485-04-00	1629 Ventana Dr	1	\$113.06
238-485-05-00	1619 Ventana Dr	1	\$113.06
238-485-06-00	1609 Ventana Dr	1	\$113.06
238-485-07-00	1549 Ventana Dr	1	\$113.06
238-485-08-00	1539 Ventana Dr	1	\$113.06
238-485-09-00	1529 Ventana Dr	1	\$113.06
238-485-10-00	1519 Ventana Dr	1	\$113.06
238-485-11-00	1509 Ventana Dr	1	\$113.06
238-485-12-00	1451 Ventana Dr	1	\$113.06
238-485-13-00	1445 Ventana Dr	1	\$113.06
238-485-14-00	1437 Ventana Dr	1	\$113.06
238-485-15-00	1431 Ventana Dr	1	\$113.06
238-485-16-00	1425 Ventana Dr	1	\$113.06
238-485-17-00	1417 Ventana Dr	1	\$113.06
238-485-18-00	2463 Monterey Dr	1	\$113.06
238-485-19-00	2475 Monterey Dr	1	\$113.06
238-485-20-00	2488 Monterey Dr	1	\$113.06
238-485-21-00	2484 Monterey Dr	1	\$113.06
238-485-22-00	2480 Monterey Dr	1	\$113.06
238-485-23-00	2470 Monterey Dr	1	\$113.06
238-485-24-00	2460 Monterey Dr	1	\$113.06
238-485-25-00	2450 Monterey Dr	1	\$113.06
238-485-26-00	2440 Monterey Dr	1	\$113.06
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## CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 1

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
238-485-27-00	2335 Cortina Cir	1	\$113.06
238-485-28-00	2329 Cortina Cir	1	\$113.06
238-485-29-00	2321 Cortina Cir	1	\$113.06
238-491-67-00	2225 Cortina Cir	1	\$113.06
238-491-68-00	2223 Cortina Cir	1	\$113.06
238-491-69-00	2221 Cortina Cir	1	\$113.06
238-491-70-00	2220 Eucalyptus Ave	1	\$113.06
238-491-71-00	2218 Eucalyptus Ave	1	\$113.06
238-491-72-00	1465 Hamilton Ln	1	\$113.06
238-491-73-00	1455 Hamilton Ln	1	\$113.06
238-491-74-00	1445 Hamilton Ln	1	\$113.06
238-491-75-00	1435 Hamilton Ln	1	\$113.06
238-491-76-00	1425 Hamilton Ln	1	\$113.06
238-493-01-00	2319 Cortina Cir	1	\$113.06
238-493-02-00	2317 Cortina Cir	1	\$113.06
238-493-03-00	2315 Cortina Cir	1	\$113.06
238-493-04-00	2313 Cortina Cir	1	\$113.06
238-493-05-00	2301 Cortina Cir	1	\$113.06
238-493-06-00	2243 Cortina Cir	1	\$113.06
238-493-07-00	1375 Orinda Pl	1	\$113.06
238-493-08-00	2307 Cortina Cir	1	\$113.06
238-493-09-00	1365 Orinda Pl	1	\$113.06
238-493-11-00	1353 Orinda Pl	1	\$113.06
238-493-12-00	1354 Orinda Pl	1	\$113.06
238-493-13-00	1366 Orinda Pl	1	\$113.06
238-493-14-00	1386 Orinda Pl	1	\$113.06
238-493-15-00	1396 Orinda Pl	1	\$113.06
238-493-16-00	2241 Cortina Cir	1	\$113.06
238-493-17-00	2239 Cortina Cir	1	\$113.06
238-493-18-00	2237 Cortina Cir	1	\$113.06
238-493-19-00	2235 Cortina Cir	1	\$113.06
238-493-20-00	2233 Cortina Cir	1	\$113.06
238-493-21-00	2227 Cortina Cir	1	\$113.06
238-493-22-00	1355 Orinda Pl	1	\$113.06
238-494-01-00	2220 Cortina Cir	1	\$113.06
238-494-02-00	2222 Cortina Cir	1	\$113.06
238-494-03-00	2224 Cortina Cir	1	\$113.06
238-494-04-00	2226 Cortina Cir	1	\$113.06
238-494-05-00	2234 Cortina Cir	1	\$113.06
238-494-06-00	2237 Winsome PI	1	\$113.06
238-494-07-00	2238 Winsome PI	1	\$113.06
238-494-08-00	2240 Winsome PI	1	\$113.06
238-494-09-00	2242 Winsome PI	1	\$113.06
238-494-10-00	2244 Winsome PI	1	\$113.06
238-494-11-00	2246 Winsome PI	1	\$113.06
238-494-12-00	1406 Mandeville Dr	1	\$113.06
238-494-13-00	2248 Winsome PI	1	\$113.06
238-494-14-00	1410 Mandeville Dr	1	\$113.06
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## CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 1

## Assessment Levy for Fiscal Year 2023/24

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
238-494-15-00	1412 Mandeville Dr	1	\$113.06
238-494-16-00	2239 Winsome Pl	1	\$113.06
238-494-17-00	2243 Winsome Pl	1	\$113.06
238-494-18-00	1403 Stoneridge Cir	1	\$113.06
238-494-19-00	1395 Stoneridge Cir	1	\$113.06
238-494-20-00	1387 Stoneridge Cir	1	\$113.06
238-494-21-00	1385 Stoneridge Cir	1	\$113.06
238-494-22-00	1383 Stoneridge Cir	1	\$113.06
238-494-23-00	1381 Stoneridge Cir	1	\$113.06
238-494-24-00	1379 Stoneridge Cir	1	\$113.06
238-494-25-00	1377 Stoneridge Cir	1	\$113.06
238-494-26-00	1375 Stoneridge Cir	1	\$113.06
238-494-27-00	1373 Stoneridge Cir	1	\$113.06
238-494-28-00	1371 Stoneridge Cir	1	\$113.06
238-494-29-00	2224 Eucalyptus Ave	1	\$113.06
238-494-30-00	1366 Stoneridge Cir	1	\$113.06
238-494-31-00	1368 Stoneridge Cir	1	\$113.06
238-494-32-00	1370 Stoneridge Cir	1	\$113.06
238-494-33-00	1372 Stoneridge Cir	1	\$113.06
238-494-34-00	1376 Stoneridge Cir	1	\$113.06
238-494-35-00	1378 Stoneridge Cir	1	\$113.06
238-494-36-00	1380 Stoneridge Cir	1	\$113.06
238-494-37-00	1382 Stoneridge Cir	1	\$113.06
238-494-38-00	1422 Mandeville Pl	1	\$113.06
238-494-39-00	1432 Mandeville Pl	1	\$113.06
238-494-40-00	1512 Mandeville Pl	1	\$113.06
238-494-41-00	1528 Mandeville Pl	1	\$113.06
238-494-42-00	1540 Mandeville Pl	1	\$113.06
238-494-43-00	1560 Mandeville Pl	1	\$113.06
238-494-44-00	1610 Mandeville Pl	1	\$113.06
238-494-45-00	1616 Mandeville Pl	1	\$113.06
238-494-46-00	1618 Shalimar PI	1	\$113.06
238-494-47-00	1612 Shalimar Pl	1	\$113.06
238-494-48-00	1566 Shalimar Pl	1	\$113.06
238-494-49-00	1544 Shalimar Pl	1	\$113.06
238-494-50-00	1530 Shalimar Pl	1	\$113.06
238-494-51-00	1615 Mandeville Pl	1	\$113.06
238-494-52-00	1609 Mandeville Pl	1	\$113.06
238-494-53-00	1557 Mandeville Pl	1	\$113.06
238-494-54-00	1539 Mandeville Pl	1	\$113.06
238-494-55-00	1527 Mandeville Pl	1	\$113.06
238-494-56-00	1524 Stoneridge Cir	1	\$113.06
238-494-57-00	1422 Stoneridge Cir	1	\$113.06
238-494-58-00	1419 Stoneridge Cir	1	\$113.06
238-494-59-00 238-494-59-00	1425 Stoneridge Cir	1 1	\$113.06
238-494-60-00	1437 Stoneridge Cir	1	\$113.06
238-494-61-00	1521 Stoneridge Cir	1	\$113.06
	1521 Stoneridge Cir	l 1	
238-494-62-00	1023 Stollerluge GII	ı	\$113.06

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## CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 1

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
238-494-63-00	1535 Stoneridge Cir	1	\$113.06
238-494-64-00	1555 Stoneridge Cir	1	\$113.06
238-494-65-00	1611 Stoneridge Cir	1	\$113.06
238-494-66-00	1617 Stoneridge Cir	1	\$113.06
238-500-01-00	1695 Hamilton Ln	1	\$113.06
238-500-02-00	1677 Hamilton Ln	1	\$113.06
238-500-03-00	1659 Hamilton Ln	1	\$113.06
238-500-04-00	1641 Hamilton Ln	1	\$113.06
238-500-05-00	1623 Hamilton Ln	1	\$113.06
238-500-06-00	1605 Hamilton Ln	1	\$113.06
238-500-07-00	1593 Hamilton Ln	1	\$113.06
238-500-08-00	1573 Hamilton Ln	1	\$113.06
238-500-09-00	1553 Hamilton Ln	1	\$113.06
238-500-10-00	1533 Hamilton Ln	1	\$113.06
238-500-11-00	2217 Eucalyptus Ave	1	\$113.06
238-500-12-00	2219 Eucalyptus Ave	1	\$113.06
238-500-13-00	2221 Eucalyptus Ave	1	\$113.06
238-500-14-00	2223 Eucalyptus Ave	1	\$113.06
238-500-15-00	1600 Glade Pl	1	\$113.06
238-500-16-00	1610 Glade PI	1	\$113.06
238-500-17-00	1620 Glade Pl	1	\$113.06
238-500-18-00	1631- Glade Pl	1	\$113.06
238-500-19-00	1621 Glade PI	1	\$113.06
238-500-20-00	1611 Glade PI	1	\$113.06
238-500-21-00	2225 Eucalyptus Ave	1	\$113.06
238-500-22-00	2227 Eucalyptus Ave	1	\$113.06
238-500-23-00	1640 Cambria Pl	1	\$113.06
238-500-24-00	1644 Cambria Pl	1	\$113.06
238-500-25-00	1654 Cambria Pl	1	\$113.06
238-500-26-00	1664 Cambria Pl	1	\$113.06
238-500-27-00	1674 Cambria Pl	1	\$113.06
238-500-28-00	1684 Cambria Pl	1	\$113.06
238-500-29-00	1683 Cambria Pl	1	\$113.06
238-500-30-00	1673 Cambria Pl	1	\$113.06
238-500-31-00	1663 Cambria Pl	1	\$113.06
238-500-32-00	1653 Cambria Pl	1	\$113.06
238-500-33-00	1643 Cambria Pl	1	\$113.06
238-500-34-00	2229 Eucalyptus Ave	1	\$113.06
238-500-35-00	2231 Eucalyptus Ave	1	\$113.06
238-500-36-00	2233 Eucalyptus Ave	1	\$113.06
238-500-37-00	2235 Eucalyptus Ave	1	\$113.06
238-500-38-00	2237 Eucalyptus Ave	1	\$113.06
238-500-39-00	2239 Eucalyptus Ave	1	\$113.06
238-500-40-00	2241 Eucalyptus Ave	1	\$113.06
238-500-41-00	2243 Eucalyptus Ave	1	\$113.06
238-500-42-00	1625- Stoneridge Cir	1	\$113.06
238-500-43-00	2244 Eucalyptus Ave	1	\$113.06
238-500-44-00	2242 Eucalyptus Ave	1	\$113.06
233 300 11 00	LETE Education Two	•	ψ110.00

## CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 1

## Assessment Levy for Fiscal Year 2023/24

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
238-500-45-00	2240 Eucalyptus Ave	1	\$113.06
238-500-46-00	2238 Eucalyptus Ave	1	\$113.06
238-500-47-00	2234 Eucalyptus Ave	1	\$113.06
238-500-48-00	2232 Eucalyptus Ave	1	\$113.06
238-500-49-00	2230 Eucalyptus Ave	1	\$113.06
238-540-01-00	2201 Eucalyptus Ave	1	\$113.06
238-540-02-00	2203 Eucalyptus Ave	1	\$113.06
238-540-03-00	2205 Eucalyptus Ave	1	\$113.06
238-540-04-00	2207 Eucalyptus Ave	1	\$113.06
238-540-05-00	2207 Eucalyptus Ave	1	\$113.06
238-540-06-00	2209 Eucalyptus Ave	1	\$113.06
238-540-07-00	1512 Hillstone Ave	1	\$113.06
238-540-08-00	1534 Hillstone Ave	1	\$113.06
238-540-09-00	1556 Hillstone Ave	1	\$113.06
238-540-10-00	2220 Blossom Hill Ln	1	\$113.06
238-540-11-00	2216 Blossom Hill Ln	1	\$113.06
238-540-12-00	2210 Blossom Hill Ln	1	\$113.06
238-540-13-00	2208 Blossom Hill Ln	1	\$113.06
238-540-14-00	2204 Blossom Hill Ln	1	\$113.06
238-540-15-00	2200 Blossom Hill Ln	1	\$113.06
238-540-16-00	2200 Biossoni Hill Lii 2202 Sonrisa Gln	1	\$113.06
238-540-17-00	2202 Sonrisa GIn	1	
	2210 Sonrisa Gln	1	\$113.06 \$112.06
238-540-18-00 238-540-19-00	2210 Sonrisa Gin	1	\$113.06 \$113.06
	2218 Sonrisa Gln	1	\$113.06
238-540-20-00 238-540-21-00	2218 Sonrisa Gln	1	\$113.06
238-540-22-00	2226 Sonrisa Gln	1	\$113.06
238-540-23-00	2230 Sonrisa Gln	1	\$113.06
238-540-24-00	1608 Hillstone Ave	1	\$113.06
238-540-25-00	1620 Hillstone Ave	1	\$113.06
238-540-26-00	1632 Hillstone Ave	1	\$113.06
238-540-27-00	1654 Hillstone Ave	1	\$113.06
		1	
238-540-28-00 238-540-29-00	1676 Hillstone Ave 1698 Hillstone Ave	1	\$113.06 \$113.06
238-540-30-00	2227 Villa Verde Rd	1	\$113.06
238-540-31-00	2239 Villa Verde Rd	1	\$113.06
238-540-32-00	2261 Villa Verde Rd	1	\$113.06
238-540-33-00	2283 Villa Verde Rd	1	
	2286 Villa Verde Rd	1	\$113.06 \$112.06
238-540-34-00 238-540-35-00	2264 Villa Verde Rd	1	\$113.06 \$113.06
238-540-36-00	1671 Hillstone Ave	1	\$113.06
238-540-37-00	1639 Hillstone Ave	1	\$113.06
238-540-38-00	1627 Hillstone Ave	1	\$113.06
238-540-41-00	1571 Hillstone Ave	1	\$113.06
238-540-42-00	1559 Hillstone Ave	1	\$113.06
238-540-43-00	1537 Hillstone Ave	1	\$113.06
238-540-44-00	1515 Hillstone Ave	1 1	\$113.06
238-540-45-00	1504 Hamilton Ln	1	\$113.06
230-340-43-00	1304 Hallilloll Ell	1	φ113.00

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## CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 1

Assessor's Parcel No.	Situs Address		Levy Factor	Assessment Levy
238-540-46-00	1528 Hamilton Ln		1	\$113.06
238-540-47-00	1546 Hamilton Ln		1	\$113.06
238-540-48-00	1560 Hamilton Ln		1	\$113.06
238-540-51-00	1626 Hamilton Ln		1	\$113.06
238-540-52-00	1644 Hamilton Ln		1	\$113.06
238-540-53-00	1608 Hamilton Ln		1	\$113.06
238-540-55-00	1582 Hamilton Ln		1	\$113.06
238-540-57-00	1605 Hillstone Ave		1	\$113.06
238-540-58-00	1593 Hillstone Ave		1	\$113.06
Totals:	Parcels:	297		\$33,578.82

## CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 2

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
226-820-01-00	1862 Lookout Point Pl	1	\$294.82
226-820-02-00	1858 Lookout Point Pl	1	\$294.82
226-820-03-00	1854 Lookout Point Pl	1	\$294.82
226-820-04-00	1850 Lookout Point Pl	1	\$294.82
226-820-05-00	1851 Lookout Point Pl	1	\$294.82
226-820-06-00	1855 Lookout Point Pl	1	\$294.82
226-820-07-00	1859 Lookout Point Pl	1	\$294.82
226-820-08-00	1049 Sunset Heights Rd	1	\$294.82
226-820-09-00	1057 Sunset Heights Rd	1	\$294.82
226-820-10-00	1063 Sunset Heights Rd	1	\$294.82
226-820-11-00	1864 Eagle Summit Pl	1	\$294.82
226-820-12-00	1860 Eagle Summit Pl	1	\$294.82
226-820-13-00	1852 Eagle Summit Pl	1	\$294.82
226-820-14-00	1850 Eagle Summit Pl	1	\$294.82
226-820-15-00	1851 Eagle Summit Pl	1	\$294.82
226-820-16-00	1853 Eagle Summit Pl	1	\$294.82
226-820-17-00	1855 Eagle Summit Pl	1	\$294.82
226-820-18-00	1857 Eagle Summit Pl	1	\$294.82
226-820-19-00	1859 Eagle Summit Pl	1	\$294.82
226-820-20-00	1861 Eagle Summit PI	1	\$294.82
226-820-21-00	1071 Sunset Heights Rd	1	\$294.82
226-820-22-00	1862 Skyhill Pl	1	\$294.82
226-820-23-00	1856 Skyhill Pl	1	\$294.82
226-820-24-00	1852 Skyhill Pl	1	\$294.82
226-820-25-00	1850 Skyhill Pl	1	\$294.82
226-820-26-00	1851 Skyhill Pl	1	\$294.82
226-820-27-00	1853 Skyhill Pl	1	\$294.82
226-820-28-00	1857 Skyhill Pl	1	\$294.82
226-820-29-00	1861 Skyhill Pl	1	\$294.82
Totals:	Parcels: 29		\$8,549.78

## CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 3

## Assessment Levy for Fiscal Year 2023/24

Assessor's	Citus Adduses	Levy	Assessment
Parcel No.	Situs Address	Factor	Levy
235-083-01-00	1669 Lisbon Pl	1	\$427.50
235-083-02-00	1659 Lisbon Pl	1	\$427.50
235-083-03-00	1653 Lisbon Pl	1	\$427.50
235-083-04-00	1649 Lisbon Pl	1	\$427.50
235-083-05-00	1647 Lisbon Pl	1	\$427.50
235-083-06-00	1645 Lisbon Pl	1	\$427.50
235-083-07-00	1641 Lisbon Pl	1	\$427.50
235-083-08-00	1639 Lisbon Pl	1	\$427.50
235-083-09-00	1636 Lisbon Pl	1	\$427.50
235-083-10-00	1638 Lisbon Pl	1	\$427.50
235-083-11-00	1642 Lisbon Pl	1	\$427.50
235-083-12-00	1646 Lisbon Pl	1	\$427.50
235-083-13-00	1650 Lisbon Pl	1	\$427.50
235-083-14-00	1654 Lisbon Pl	1	\$427.50
235-083-15-00	1658 Lisbon Pl	1	\$427.50
235-083-16-00	1662 Lisbon Pl	1	\$427.50
235-083-17-00	1664 Lisbon Pl	1	\$427.50
235-083-18-00	1920 Chambers St	1	\$427.50
235-083-19-00	1916 Chambers St	1	\$427.50
235-083-20-00	1643 11th Ave West	1	\$427.50
Totals:	Parcels: 20		\$8,550.00

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## CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 4

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
226-831-01-00	1444 Los Cedros Ln	1	\$202.06
226-831-02-00	1440 Los Cedros Ln	1	\$202.06
226-831-03-00	1738 Las Palmas Ln	1	\$202.06
226-831-04-00	1736 Las Palmas Ln	1	\$202.06
226-831-05-00	1730 Las Palmas Ln	1	\$202.06
226-831-06-00	1736 Las Palmas Ln	1	\$202.06
226-831-07-00	1720 Las Palmas En	1	\$202.06
226-831-08-00	1725 El Aire Pl	1	\$202.06
226-831-09-00	1729 El Aire Pl	1	\$202.06
226-831-10-00	1733 El Aire Pl	1	\$202.06
226-831-11-00	1737 El Aire Pl	1	\$202.06
226-831-12-00	1741 El Aire Pl	1	\$202.06
226-831-13-00	1741 El Alice II	1	\$202.06
226-831-14-00	1749 El Aire Pl	1	\$202.06
226-831-15-00	1755 El Aire Pl	1	\$202.06
226-831-16-00	1750 El Aire Pl	1	\$202.06
226-831-17-00	1746 El Aire Pl	1	\$202.06
226-831-18-00	1740 El Aire Pl	1	\$202.06
226-831-19-00	1738 El Aire Pl	1	\$202.06
226-831-20-00	1734 El Aire Pl	1	\$202.06
226-831-21-00	1730 El Aire Pl	1	\$202.06
226-831-22-00	1736 El Aire Pl	1	\$202.06
226-831-23-00	1723 La Manzana Ln	1	\$202.06
226-831-24-00	1727 La Manzana Ln	1	\$202.06
226-831-25-00	1731 La Manzana Ln	1	\$202.06
226-831-26-00	1735 La Manzana Ln	1	\$202.06
226-831-27-00	1739 La Manzana Ln	1	\$202.06
226-831-28-00	1743 La Manzana Ln	1	\$202.06
226-831-29-00	1747 La Manzana Ln	1	\$202.06
226-831-30-00	1753 La Manzana Ln	1	\$202.06
226-831-31-00	1748 La Manzana Ln	1	\$202.06
226-831-32-00	1742 La Manzana Ln	1	\$202.06
226-831-33-00	1738 La Manzana Ln	1	\$202.06
226-831-34-00	1736 La Manzana Ln	1	\$202.06
226-831-35-00	1728 La Manzana Ln	1	\$202.06
226-831-36-00	1724 La Manzana Ln	1	\$202.06
226-831-37-00	1401 El Cielo Ln	1	\$202.06
226-831-38-00	1405 El Cielo Ln	1	\$202.06
226-831-39-00	1409 El Cielo Ln	1	\$202.06
226-831-40-00	1413 El Cielo Ln	1	\$202.06
226-831-41-00	1417 El Cielo Ln	1	\$202.06
226-831-42-00	1421 El Cielo Ln	1	\$202.06
226-831-43-00	1425 El Cielo Ln	1	\$202.06
226-831-44-00	1429 El Cielo Ln	1	\$202.06
226-831-45-00	1433 El Cielo Ln	1	\$202.06
226-831-46-00	1437 El Cielo Ln	1	\$202.06
226-832-01-00	1711 Las Palmas Ln	1	\$202.06
226-832-02-00	1715 Las Palmas Ln	1	\$202.06

## CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 4

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
226-832-03-00	1719 Las Palmas Ln	1	\$202.06
226-832-04-00	1723 Las Palmas Ln	1	\$202.06
226-832-05-00	1727 Las Palmas Ln	1	\$202.06
226-832-06-00	1731 Las Palmas Ln	1	\$202.06
226-832-07-00	1735 Las Palmas Ln	1	\$202.06
226-832-08-00	1736 El Rosal Pl	1	\$202.06
226-832-09-00	1732 El Rosal Pl	1	\$202.06
226-832-10-00	1728 El Rosal Pl	1	\$202.06
226-832-11-00	1724 El Rosal Pl	1	\$202.06
226-832-12-00	1718 El Rosal Pl	1	\$202.06
226-832-13-00	1714 El Rosal Pl	1	\$202.06
226-832-14-00	1710 El Rosal Pl	1	\$202.06
226-832-15-00	1706 El Rosal Pl	1	\$202.06
226-832-16-00	1702 El Rosal Pl	1	\$202.06
226-832-17-00	1707 El Rosal Pl	1	\$202.06
226-832-18-00	1717 El Rosal Pl	1	\$202.06
226-832-19-00	1721 El Rosal Pl	1	\$202.06
226-832-20-00	1725 El Rosal Pl	1	\$202.06
226-832-21-00	1731 El Rosal Pl	1	\$202.06
226-832-22-00	1737 El Rosal Pl	1	\$202.06
226-832-23-00	1471 Los Cedros Ln	1	\$202.06
226-832-24-00	1475 Los Cedros Ln	1	\$202.06
226-832-25-00	1481 Los Cedros Ln	1	\$202.06
226-832-26-00	1485 Los Cedros Ln	1	\$202.06
226-832-27-00	1488 Los Cedros Ln	1	\$202.06
226-832-28-00	1480- Los Cedros Ln	1	\$202.06
226-832-29-00	1476 Los Cedros Ln	1	\$202.06
226-832-30-00	1472 Los Cedros Ln	1	\$202.06
226-832-31-00	1468 Los Cedros Ln	1	\$202.06
226-832-32-00	1464 Los Cedros Ln	1	\$202.06
226-832-33-00	1460 Los Cedros Ln	1	\$202.06
226-832-34-00	1456 Los Cedros Ln	1	\$202.06
226-832-35-00	1452 Los Cedros Ln	1	\$202.06
226-832-36-00	1448 Los Cedros Ln	1	\$202.06
Totals:	Parcels: 82		\$16,568.92

## CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 5

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
- arccrito.	ortus Address	1 actor	Levy
225-700-01-00	1537 Glasgow Ln	1	\$489.76
225-700-02-00	1541 Glasgow Ln	1	\$489.76
225-700-03-00	1545 Glasgow Ln	1	\$489.76
225-700-04-00	1549 Glasgow Ln	1	\$489.76
225-700-05-00	1553 Glasgow Ln	1	\$489.76
225-700-06-00	1558 Dublin Ln	1	\$489.76
225-700-07-00	1554 Dublin Ln	1	\$489.76
225-700-08-00	1550 Dublin Ln	1	\$489.76
225-700-09-00	1546 Dublin Ln	1	\$489.76
225-700-10-00	1542 Dublin Ln	1	\$489.76
225-700-11-00	1538 Dublin Ln	1	\$489.76
225-700-12-00	1543 Dublin Ln	1	\$489.76
225-700-13-00	1547 Dublin Ln	1	\$489.76
225-700-14-00	1551 Dublin Ln	1	\$489.76
225-700-15-00	1555 Dublin Ln	1	\$489.76
225-700-16-00	1559 Dublin Ln	1	\$489.76
225-700-17-00	1563 Dublin Ln	1	\$489.76
225-700-18-00	1567 Dublin Ln	1	\$489.76
225-700-19-00	1619 Glasgow Ln	1	\$489.76
225-700-22-00	1614 Glasgow Ln	1	\$489.76
225-700-23-00	1608 Glasgow Ln	1	\$489.76
225-700-24-00	1554 Glasgow Ln	1	\$489.76
225-700-25-00	1552 Glasgow Ln	1	\$489.76
225-700-26-00	1548 Glasgow Ln	1	\$489.76
225-700-27-00	1546 Glasgow Ln	1	\$489.76
225-700-28-00	1544 Glasgow Ln	1	\$489.76
225-700-29-00	1542 Glasgow Ln	1	\$489.76
225-700-30-00	1538 Glasgow Ln	1	\$489.76
225-700-31-00	1626 Glasgow Ln	1	\$489.76
225-700-33-00	1620 Glasgow Ln	1	\$489.76
Totals:	Parcels: 30		\$14,692.80

## CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 6

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
227-680-02-00	122 Brava Pl	1	\$542.84
227-680-03-00	134 Brava Pl	1	\$542.84
227-680-04-00	146 Brava Pl	1	\$542.84
227-680-05-00	158 Brava Pl	1	\$542.84
227-680-06-00	160 Brava Pl	1	\$542.84
227-680-07-00	172 Brava Pl	1	\$542.84
227-680-08-00	165 Brava Pl	1	\$542.84
227-680-09-00	153 Brava Pl	1	\$542.84
227-680-10-00	141 Brava Pl	1	\$542.84
227-680-11-00	129 Brava Pl	1	\$542.84
227-680-12-00	117 Brava Pl	1	\$542.84
227-680-13-00	105 Brava Pl	1	\$542.84
227-680-35-00	110 Brava Pl	1	\$542.84
Totals:	Parcels: 13		\$7,056.92

## CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 7

## Assessment Levy for Fiscal Year 2023/24

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
======================================	Situs Address	1 actor	
225-710-01-00	1533 Glasgow Ln	1	\$750.06
225-710-02-00	1529 Glasgow Ln	1	\$750.06
225-710-03-00	1525 Glasgow Ln	1	\$750.06
225-710-04-00	1521 Glasgow Ln	1	\$750.06
225-710-05-00	1517 Glasgow Ln	1	\$750.06
225-710-06-00	1513 Glasgow Ln	1	\$750.06
225-710-07-00	1509 Glasgow Ln	1	\$750.06
225-710-08-00	1505 Glasgow Ln	1	\$750.06
225-710-09-00	1502 Glasgow Ln	1	\$750.06
225-710-10-00	1506 Glasgow Ln	1	\$750.06
225-710-11-00	1510 Glasgow Ln	1	\$750.06
225-710-12-00	1514 Glasgow Ln	1	\$750.06
225-710-13-00	1518 Glasgow Ln	1	\$750.06
225-710-14-00	1526 Glasgow Ln	1	\$750.06
225-710-15-00	2415 Stevens PI	1	\$750.06
225-710-16-00	2427 Stevens PI	1	\$750.06
225-710-17-00	2431 Stevens PI	1	\$750.06
225-710-18-00	2447 Stevens PI	1	\$750.06
225-710-19-00	2434 Stevens PI	1	\$750.06
225-710-20-00	2426 Stevens PI	1	\$750.06
225-710-21-00	2418 Stevens PI	1	\$750.06
225-710-22-00	2416 Stevens PI	1	\$750.06
Totals:	Parcels: 22		\$16,501.32

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## CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 8

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
231-790-54-00	561 Iona Ct	1	\$90.20
231-790-55-00	565 Iona Ct	1	\$90.20
231-790-56-00	569 Iona Ct	1	\$90.20
231-790-57-00	573 Iona Ct	1	\$90.20
231-790-58-00	577 Iona Ct	1	\$90.20
231-790-59-00	581 Iona Ct	1	\$90.20
231-790-60-00	585 Iona Ct	1	\$90.20
231-790-61-00	589 Iona Ct	1	\$90.20
231-790-62-00	593 Iona Ct	1	\$90.20
231-790-63-00	597 Iona Ct	1	\$90.20
231-790-64-00	601 Iona Ct	1	\$90.20
231-790-65-00	605 Iona Ct	1	\$90.20
231-790-66-00	609 Iona Ct	1	\$90.20
231-790-67-00	613 Iona Ct	1	\$90.20
231-790-68-00	617 Iona Ct	1	\$90.20
231-790-69-00	621 Iona Ct	1	\$90.20
231-790-70-00	625 Iona Ct	1	\$90.20
231-790-71-00	2795 Geise Ct	1	\$90.20
231-790-72-00	2789 Geise Ct	1	\$90.20
231-790-73-00	2783 Geise Ct	1	\$90.20
231-790-74-00	2777 Geise Ct	1	\$90.20
231-790-75-00	628 Iona Ct	1	\$90.20
231-790-76-00	624 Iona Ct	1	\$90.20
231-790-77-00	Iona Ct	1	\$90.20
231-790-78-00	578 Iona Ct	1	\$90.20
231-790-79-00	574 Iona Ct	1	\$90.20
231-790-80-00	570 Iona Ct	1	\$90.20
231-790-81-00	566 Iona Ct	1	\$90.20
231-790-82-00	562 Iona Ct	1	\$90.20
Totals:	Parcels: 29		\$2,615.80

## CITY OF ESCONDIDO Landscape Maintenance District No. 1 -Zone 9

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-991-02-00	2253 Parktree Ln	1	\$657.60
224-991-03-00	2243 Parktree Ln	1	\$657.60
224-991-04-00	2231 Parktree Ln	1	\$657.60
224-991-05-00	2223 Parktree Ln	1	\$657.60
224-991-06-00	2211 Parktree Ln	1	\$657.60
224-991-07-00	2203 Parktree Ln	1	\$657.60
224-991-08-00	2195 Parktree Ln	1	\$657.60
224-991-09-00	2187 Parktree Ln	1	\$657.60
224-991-10-00	2165 Parktree Ln	1	\$657.60
224-991-11-00	2164 Parktree Ln	1	\$657.60
224-991-12-00	2170 Parktree Ln	1	\$657.60
224-991-13-00	2176 Parktree Ln	1	\$657.60
224-991-14-00	2184 Parktree Ln	1	\$657.60
224-991-15-00	315 Valleytree Pl	1	\$657.60
224-991-16-00	323 Valleytree Pl	1	\$657.60
224-991-17-00	329 Valleytree Pl	1	\$657.60
224-991-18-00	334 Valleytree PI	1	\$657.60
224-991-19-00	328 Valleytree PI	1	\$657.60
224-991-20-00	322 Valleytree Pl	1	\$657.60
224-991-21-00	314 Valleytree PI	1	\$657.60
224-991-22-00	317 Springtree PI	1	\$657.60
224-991-23-00	325 Springtree PI	1	\$657.60
224-991-24-00	329 Springtree PI	1	\$657.60
224-991-25-00	335 Springtree PI	1	\$657.60
224-991-26-00	345 Springtree PI	1	\$657.60
224-991-27-00	346 Springtree PI	1	\$657.60
224-991-28-00	342 Springtree PI	1	\$657.60
224-991-29-00	338 Springtree PI	1	\$657.60
224-991-30-00	334 Springtree PI	1	\$657.60
224-991-31-00	330 Springtree PI	1	\$657.60
224-991-32-00	324 Springtree PI	1	\$657.60
224-991-33-00	316 Springtree PI	1	\$657.60
224-991-35-00	2257 Brookwood Ct	1	\$657.60
224-991-37-00	2256 Brookwood Ct	1	\$657.60
224-991-38-00	2248 Brookwood Ct	1	\$657.60
224-991-39-00	2242 Brookwood Ct	1	\$657.60
224-991-40-00	2236 Brookwood Ct	1	\$657.60
224-991-41-00	2211 Brookwood Ct	1	\$657.60
224-991-42-00	2219 Brookwood Ct	1	\$657.60
224-991-43-00	2223 Brookwood Ct	1	\$657.60
224-991-44-00	2229 Brookwood Ct	1	\$657.60
224-991-45-00	2207 Pleasantwood Ln	1	\$657.60
224-991-46-00	2203 Pleasantwood Ln	1	\$657.60
224-991-47-00	2199 Pleasantwood Ln	1	\$657.60
224-991-48-00	2195 Pleasantwood Ln	1	\$657.60
224-991-49-00	2191 Pleasantwood Ln	1	\$657.60
224-991-50-00	2187 Pleasantwood Ln	1	\$657.60
224-991-51-00	2183 Pleasantwood Ln	1	\$657.60

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 -Zone 9

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-991-52-00	2179 Pleasantwood Ln	1	\$657.60
224-991-53-00	2175 Pleasantwood Ln	1	\$657.60
224-991-54-00	2171 Pleasantwood Ln	1	\$657.60
224-991-55-00	2167 Pleasantwood Ln	1	\$657.60
224-991-56-00	2163 Pleasantwood Ln	1	\$657.60
224-991-57-00	2159 Pleasantwood Ln	1	\$657.60
224-991-58-00	2153 Pleasantwood Ln	1	\$657.60
224-991-59-00	2145 Pleasantwood Ln	1	\$657.60
224-991-60-00	2141 Pleasantwood Ln	1	\$657.60
224-991-61-00	2137 Pleasantwood Ln	1	\$657.60
224-991-62-00	2138 Pleasantwood Ln	1	\$657.60
224-991-63-00	2146 Pleasantwood Ln	1	\$657.60
224-991-64-00	2156 Pleasantwood Ln	1	\$657.60
224-991-65-00	2162 Pleasantwood Ln	1	\$657.60
224-991-66-00	2168 Pleasantwood Ln	1	\$657.60
224-991-67-00	2179 Splendorwood Pl	1	\$657.60
224-991-68-00	2177 Splendorwood Pl	1	\$657.60
224-991-69-00	2167 Splendorwood Pl	1	\$657.60
224-991-70-00	2161 Splendorwood Pl	1	\$657.60
224-991-71-00	2151 Splendorwood Pl	1	\$657.60
224-991-72-00	2145 Splendorwood Pl	1	\$657.60
224-991-73-00	2137 Splendorwood Pl	1	\$657.60
224-991-75-00	2136 Splendorwood Pl	1	\$657.60
224-991-76-00	2144 Splendorwood Pl	1	\$657.60
224-991-77-00	2152 Splendorwood Pl	1	\$657.60
224-991-78-00	2158 Splendorwood Pl	1	\$657.60
224-991-79-00	2164 Splendorwood Pl	1	\$657.60
224-991-80-00	2170 Splendorwood Pl	1	\$657.60
224-991-81-00	2176 Splendorwood Pl	1	\$657.60
224-991-82-00	2180 Splendorwood Pl	1	\$657.60
224-991-83-00	2184 Splendorwood Pl	1	\$657.60
224-991-84-00	2188 Pleasantwood Ln	1	\$657.60
224-991-85-00	2196 Pleasantwood Ln	1	\$657.60
224-991-86-00	2204 Pleasantwood Ln	1	\$657.60
224-991-88-00	2260 Brookwood Ct	1	\$657.60
224-992-01-00	520 Shadywood Dr	1	\$657.60
224-992-02-00	528 Shadywood Dr	1	\$657.60
224-992-03-00	536 Shadywood Dr	1	\$657.60
224-992-04-00	542 Shadywood Dr	1	\$657.60
224-992-05-00	548 Shadywood Dr	1	\$657.60
224-992-06-00	556 Shadywood Dr	1	\$657.60
224-992-07-00	564 Shadywood Dr	1	\$657.60
224-992-08-00	570 Shadywood Dr	1	\$657.60
224-992-09-00	576 Shadywood Dr	1	\$657.60
224-992-10-00	582 Shadywood Dr	1	\$657.60
224-992-11-00	588 Shadywood Dr	1	\$657.60
224-992-12-00	596 Shadywood Dr	1	\$657.60
224-992-13-00	604 Shadywood Dr	1	\$657.60
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# CITY OF ESCONDIDO Landscape Maintenance District No. 1 -Zone 9

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-992-15-00	614 Shadywood Dr	1	\$657.60
224-992-16-00	620 Shadywood Dr	1	\$657.60
224-992-17-00	626 Shadywood Dr	1	\$657.60
224-992-18-00	632 Shadywood Dr	1	\$657.60
224-992-19-00	638 Shadywood Dr	1	\$657.60
224-992-20-00	646 Shadywood Dr	1	\$657.60
224-992-21-00	654 Shadywood Dr	1	\$657.60
224-992-22-00	660 Shadywood Dr	1	\$657.60
224-992-23-00	666 Shadywood Dr	1	\$657.60
224-992-24-00	674 Shadywood Dr	1	\$657.60
224-992-25-00	678 Shadywood Dr	1	\$657.60
224-992-27-00	677 Shadywood Dr	1	\$657.60
224-992-28-00	673 Shadywood Dr	1	\$657.60
224-992-29-00	665 Shadywood Dr	1	\$657.60
224-992-30-00	661 Shadywood Dr	1	\$657.60
224-992-31-00	653 Shadywood Dr	1	\$657.60
224-992-32-00	648 Crestwood PI	1	\$657.60
224-992-33-00	650 Crestwood PI	1	\$657.60
224-992-34-00	654 Crestwood PI	1	\$657.60
224-992-35-00	658 Crestwood PI	1	\$657.60
224-992-36-00	660 Crestwood PI	1	\$657.60
224-992-37-00	668 Crestwood PI	1	\$657.60
224-992-38-00	672 Crestwood PI	1	\$657.60
224-992-39-00	676 Crestwood PI	1	\$657.60
224-992-40-00	680 Crestwood PI	1	\$657.60
224-992-41-00	684 Crestwood PI	1	\$657.60
224-992-42-00	687 Crestwood PI	1	\$657.60
224-992-43-00	683 Crestwood PI	1	\$657.60
224-992-44-00	679 Crestwood PI	1	\$657.60
224-992-45-00	653 Crestwood PI	1	\$657.60
224-992-46-00	649 Crestwood PI	1	\$657.60
224-992-47-00	645 Crestwood PI	1	\$657.60
224-992-48-00	2216 Terracewood Ln	1	\$657.60
224-992-49-00	2210 Terracewood Ln	1	\$657.60
224-992-50-00	2208 Terracewood Ln	1	\$657.60
224-992-51-00	2197 Terracewood Ln	1	\$657.60
224-992-52-00	2201 Terracewood Ln	1	\$657.60
224-992-53-00	2205 Terracewood Ln	1	\$657.60
224-992-54-00	2209 Terracewood Ln	1	\$657.60
224-992-55-00	2211 Terracewood Ln	1	\$657.60
224-992-56-00	2215 Terracewood Ln	1	\$657.60
224-992-57-00	2219 Terracewood Ln	1	\$657.60
224-992-58-00	2225 Terracewood Ln	1	\$657.60
224-992-59-00	2231 Terracewood Ln	1	\$657.60
224-992-60-00	2239 Terracewood Ln	1	\$657.60
224-992-61-00	2241 Terracewood Ln	1	\$657.60
224-992-62-00	2249 Terracewood Ln	1	\$657.60
224-992-63-00	607 Shadywood Dr	1	\$657.60
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# CITY OF ESCONDIDO Landscape Maintenance District No. 1 -Zone 9

### Assessment Levy for Fiscal Year 2023/24

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-992-64-00	597 Shadywood Dr	1	\$657.60
224-992-65-00	589 Shadywood Dr	1	\$657.60
224-992-66-00	585 Shadywood Dr	1	\$657.60
224-992-67-00	581 Shadywood Dr	1	\$657.60
224-992-68-00	577 Shadywood Dr	1	\$657.60
224-992-69-00	571 Shadywood Dr	1	\$657.60
224-992-70-00	565 Shadywood Dr	1	\$657.60
224-992-71-00	561 Shadywood Dr	1	\$657.60
224-992-72-00	555 Shadywood Dr	1	\$657.60
224-992-73-00	545 Shadywood Dr	1	\$657.60
224-992-74-00	539 Shadywood Dr	1	\$657.60
224-992-76-00	610 Shadywood Dr	1	\$657.60
Totals:	Parcels: 156		\$102,585.60

Run: Tuesday, April 25, 2023 @ 13:09:02

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# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 11

### Assessment Levy for Fiscal Year 2023/24

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-971-01-00	837 Lochwood Pl	1	\$321.00
224-971-02-00	833 Lochwood PI	1	\$321.00
224-971-03-00	829 Lochwood PI	1	\$321.00
224-971-04-00	825 Lochwood Pl	1	\$321.00
224-971-05-00	821 Lochwood PI	1	\$321.00
224-971-06-00	817 Lochwood PI	1	\$321.00
224-971-07-00	813 Lochwood PI	1	\$321.00
224-971-08-00	809 Lochwood PI	1	\$321.00
224-971-09-00	805 Lochwood PI	1	\$321.00
224-971-10-00	749 Lochwood PI	1	\$321.00
224-971-11-00	745 Lochwood PI	1	\$321.00
224-971-12-00	741 Lochwood Pl	1	\$321.00
224-971-13-00	737 Lochwood PI	1	\$321.00
224-971-14-00	733 Lochwood Pl	1	\$321.00
224-971-15-00	729 Lochwood Pl	1	\$321.00
224-971-16-00	732 Lochwood Pl	1	\$321.00
224-971-17-00	736 Lochwood Pl	1	\$321.00
224-971-18-00	740 Lochwood Pl	1	\$321.00
224-971-19-00	744 Lochwood Pl	1	\$321.00
224-971-20-00	748 Lochwood PI	1	\$321.00
224-971-21-00	804 Lochwood PI	1	\$321.00
224-971-22-00	808 Lochwood PI	1	\$321.00
224-971-23-00	812 Lochwood PI	1	\$321.00
224-971-24-00	816 Lochwood PI	1	\$321.00
224-971-25-00	820 Lochwood PI	1	\$321.00
224-971-26-00	824 Lochwood PI	1	\$321.00
224-971-27-00	828 Lochwood PI	1	\$321.00
224-971-28-00	832 Lochwood PI	1	\$321.00
224-971-29-00	836 Lochwood PI	1	\$321.00
224-971-30-00	840 Lochwood PI	1	\$321.00
224-971-31-00	835 Cleveland Ave	1	\$321.00
224-971-32-00	831 Cleveland Ave	1	\$321.00
224-971-33-00	827 Cleveland Ave	1	\$321.00
224-971-34-00	823 Cleveland Ave	1	\$321.00
224-971-35-00	819 Cleveland Ave	1	\$321.00
224-971-36-00	815 Cleveland Ave	1	\$321.00
224-971-37-00	811 Cleveland Ave	1	\$321.00
224-971-38-00	807 Cleveland Ave	1	\$321.00
224-971-39-00	749 Cleveland Ave	1	\$321.00
224-971-40-00	745 Cleveland Ave	1	\$321.00
224-971-41-00	741 Cleveland Ave	1	\$321.00
224-971-42-00	739 Cleveland Ave	1	\$321.00
224-971-43-00	733 Cleveland Ave	1	\$321.00
224-971-44-00	729 Cleveland Ave	1	\$321.00
224-971-45-00	725 Cleveland Ave	1	\$321.00
224-972-01-00	2363 Conway Dr	1	\$321.00
224-972-02-00	2359 Conway Dr	1	\$321.00
224-972-03-00	2355 Conway Dr	1	\$321.00

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# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 11

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-972-04-00	2351 Conway Dr	1	\$321.00
224-972-05-00	2347 Conway Dr	1	\$321.00
224-972-06-00	2343 Conway Dr	1	\$321.00
224-972-07-00	2339 Conway Dr	1	\$321.00
224-972-08-00	2335 Conway Dr	1	\$321.00
224-972-09-00	2331 Conway Dr	1	\$321.00
224-972-10-00	2327 Conway Dr	1	\$321.00
224-972-11-00	2323 Conway Dr	1	\$321.00
224-972-12-00	2319 Conway Dr	1	\$321.00
224-972-13-00	2315 Conway Dr	1	\$321.00
224-972-14-00	2311 Conway Dr	1	\$321.00
224-972-15-00	2307 Conway Dr	1	\$321.00
224-972-16-00	2302 Fair Oak Ct	1	\$321.00
224-972-17-00	2304 Fair Oak Ct	1	\$321.00
224-972-18-00	2306 Fair Oak Ct	1	\$321.00
224-972-19-00	2308 Fair Oak Ct	1	\$321.00
224-972-20-00	811 Lanewood PI	1	\$321.00
224-972-21-00	825 Lanewood PI	1	\$321.00
224-972-22-00	826 Lanewood PI	1	\$321.00
224-972-23-00	822 Lanewood Pl	1	\$321.00
224-972-24-00	818 Lanewood Pl	1	\$321.00
224-972-25-00	814 Lanewood PI	1	\$321.00
224-972-26-00	810 Lanewood PI	1	\$321.00
224-972-27-00	809 Timberwood Pl	1	\$321.00
224-972-28-00	813 Timberwood Pl	1	\$321.00
224-972-29-00	817 Timberwood Pl	1	\$321.00
224-972-30-00	821 Timberwood Pl	1	\$321.00
224-972-31-00	825 Timberwood Pl	1	\$321.00
224-972-32-00	829 Timberwood Pl	1	\$321.00
224-972-33-00	828 Timberwood Pl	1	\$321.00
224-972-34-00	824 Timberwood Pl	1	\$321.00
224-972-35-00	820 Timberwood Pl	1	\$321.00
224-972-36-00	816 Timberwood Pl	1	\$321.00
224-972-37-00	812 Timberwood Pl	1	\$321.00
224-972-38-00	808 Timberwood Pl	1	\$321.00
224-972-39-00	807 Glenwood Way	1	\$321.00
224-972-40-00	813 Glenwood Way	1	\$321.00
224-972-41-00	817 Glenwood Way	1	\$321.00
224-972-42-00	821 Glenwood Way	1	\$321.00
224-972-43-00	825 Glenwood Way	1	\$321.00
224-972-44-00	829 Glenwood Way	1	\$321.00
224-972-45-00	833 Glenwood Way	1	\$321.00
224-973-01-00	2407 Conway Dr	1	\$321.00
224-973-02-00	2403 Conway Dr	1	\$321.00
224-973-03-00	834 Glenwood Way	1	\$321.00
224-973-04-00	830 Glenwood Way	1	\$321.00
224-973-05-00	826 Glenwood Way	1	\$321.00
224-973-06-00	822 Glenwood Way	1	\$321.00
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# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 11

### Assessment Levy for Fiscal Year 2023/24

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-973-07-00	818 Glenwood Way	1	\$321.00
224-973-08-00	814 Glenwood Way	1	\$321.00
224-973-09-00	810 Glenwood Way	1	\$321.00
224-973-10-00	806 Glenwood Way	1	\$321.00
224-973-11-00	802 Glenwood Way	1	\$321.00
224-973-12-00	2345 Fair Oak Ct	1	\$321.00
224-973-13-00	2343 Fair Oak Ct	1	\$321.00
224-973-14-00	2341 Fair Oak Ct	1	\$321.00
224-973-15-00	2339 Fair Oak Ct	1	\$321.00
224-973-16-00	2337 Fair Oak Ct	1	\$321.00
224-973-17-00	2335 Fair Oak Ct	1	\$321.00
224-973-18-00	2333 Fair Oak Ct	1	\$321.00
224-973-19-00	2331 Fair Oak Ct	1	\$321.00
224-973-20-00	2329 Fair Oak Ct	1	\$321.00
224-973-21-00	2327 Fair Oak Ct	1	\$321.00
224-973-22-00	2325 Fair Oak Ct	1	\$321.00
224-973-23-00	2323 Fair Oak Ct	1	\$321.00
224-973-24-00	2321 Fair Oak Ct	1	\$321.00
224-973-25-00	2319 Fair Oak Ct	1	\$321.00
224-973-26-00	2317 Fair Oak Ct	1	\$321.00
224-973-27-00	2315 Fair Oak Ct	1	\$321.00
224-973-28-00	2313 Fair Oak Ct	1	\$321.00
224-973-29-00	2311 Fair Oak Ct	1	\$321.00
224-973-30-00	2309 Fair Oak Ct	1	\$321.00
224-973-31-00	2307 Fair Oak Ct	1	\$321.00
224-973-32-00	2305 Fair Oak Ct	1	\$321.00
224-973-33-00	2303 Fair Oak Ct	1	\$321.00
224-973-34-00	2301 Fair Oak Ct	1	\$321.00
224-981-01-00	910 Lochwood PI	1	\$321.00
224-981-02-00	920 Lochwood PI	1	\$321.00
224-981-03-00	930 Lochwood PI	1	\$321.00
224-981-04-00	940 Lochwood PI	1	\$321.00
224-981-05-00	1010 Lochwood Pl	1	\$321.00
224-981-06-00	1020 Lochwood Pl	1	\$321.00
224-981-07-00	1030 Lochwood Pl	1	\$321.00
224-981-08-00	1040 Lochwood Pl	1	\$321.00
224-981-09-00	1050 Lochwood Pl	1	\$321.00
224-981-10-00	1110 Lochwood Pl	1	\$321.00
224-981-11-00	1120 Lochwood Pl	1	\$321.00
224-981-12-00	1130 Lochwood Pl	1	\$321.00
224-981-13-00	1140 Lochwood Pl	1	\$321.00
224-981-14-00	1150 Lochwood PI	1	\$321.00
224-981-15-00	1160 Lochwood PI	1	\$321.00
224-981-16-00	1170 Lochwood PI	1	\$321.00
224-981-17-00	2440 Lake Forest St	1	\$321.00
224-981-18-00	2438 Lake Forest St	1	\$321.00
224-981-19-00	2436 Lake Forest St	1	\$321.00
224-981-20-00	2434 Lake Forest St	1	\$321.00
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# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 11

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-981-21-00	2432 Lake Forest St	1	\$321.00
224-981-22-00	2430 Lake Forest St	1	\$321.00
224-981-23-00	2428 Lake Forest St	1	\$321.00
224-981-24-00	2426 Lake Forest St	1	\$321.00
224-981-25-00	2424 Lake Forest St	1	\$321.00
224-981-26-00	2422 Lake Forest St	1	\$321.00
224-981-27-00	2420 Lake Forest St	1	\$321.00
224-981-28-00	2418 Lake Forest St	1	\$321.00
224-981-29-00	2416 Lake Forest St	1	\$321.00
224-981-30-00	2414 Lake Forest St	1	\$321.00
224-981-31-00	2412 Lake Forest St	1	\$321.00
224-981-32-00	2410 Lake Forest St	1	\$321.00
224-981-33-00	2408 Lake Forest St	1	\$321.00
224-981-34-00	2406 Lake Forest St	1	\$321.00
224-981-35-00	2404 Lake Forest St	1	\$321.00
224-981-36-00	2402 Lake Forest St	1	\$321.00
224-981-37-00	2360 Lake Forest St	1	\$321.00
224-981-38-00	2358 Lake Forest St	1	\$321.00
224-982-01-00	2402 Heatherwood Ct	1	\$321.00
224-982-02-00	2404 Heatherwood Ct	1	\$321.00
224-982-03-00	2406 Heatherwood Ct	1	\$321.00
224-982-04-00	2408 Heatherwood Ct	1	\$321.00
224-982-05-00	2410 Heatherwood Ct	1	\$321.00
224-982-06-00	2412 Heatherwood Ct	1	\$321.00
224-982-07-00	2414 Heatherwood Ct	1	\$321.00
224-982-08-00	2424 Heatherwood Ct	1	\$321.00
224-982-09-00	2426 Heatherwood Ct	1	\$321.00
224-982-10-00	2428 Heatherwood Ct	1	\$321.00
224-982-11-00	2430 Heatherwood Ct	1	\$321.00
224-982-12-00	2432 Heatherwood Ct	1	\$321.00
224-982-13-00	2434 Heatherwood Ct	1	\$321.00
224-982-14-00	2436 Heatherwood Ct	1	\$321.00
224-982-15-00	2438 Heatherwood Ct	1	\$321.00
224-982-16-00	2440 Heatherwood Ct	1	\$321.00
224-982-17-00	2442 Heatherwood Ct	1	\$321.00
224-982-20-00	2435 Smokewood Pl	1	\$321.00
224-982-21-00	2433 Smokewood PI	1	\$321.00
224-982-22-00	2431 Smokewood Pl	1	\$321.00
224-982-23-00	2429 Smokewood Pl	1	\$321.00
224-982-24-00	2427 Smokewood PI	1	\$321.00
224-982-25-00	2425 Smokewood PI	1	\$321.00
224-982-26-00	2423 Smokewood Pl	1	\$321.00
224-982-27-00	2421 Smokewood Pl	1	\$321.00
224-982-28-00	2422 Smokewood Pl	1	\$321.00
224-982-29-00	2424 Smokewood Pl	1	\$321.00
224-982-30-00	2426 Smokewood Pl	1	\$321.00
224-982-31-00	2428 Smokewood Pl	1	\$321.00
224-982-32-00	2430 Smokewood Pl	1	\$321.00
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# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 11

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-982-33-00	2432 Smokewood Pl	1	\$321.00
224-982-34-00	2434 Smokewood Pl	1	\$321.00
224-982-35-00	2436 Smokewood Pl	1	\$321.00
224-982-36-00	1121 Lochwood Pl	1	\$321.00
224-982-37-00	1131 Lochwood Pl	1	\$321.00
224-982-38-00	1141 Lochwood Pl	1	\$321.00
224-982-39-00	1151 Lochwood PI	1	\$321.00
224-982-40-00	2431 Lake Forest St	1	\$321.00
224-982-41-00	2429 Lake Forest St	1	\$321.00
224-982-42-00	2427 Lake Forest St	1	\$321.00
224-982-43-00	2425 Lake Forest St	1	\$321.00
224-982-44-00	2423 Lake Forest St	1	\$321.00
224-982-45-00	2421 Lake Forest St	1	\$321.00
224-982-46-00	2419 Lake Forest St	1	\$321.00
224-982-47-00	2417 Lake Forest St	1	\$321.00
224-982-48-00	2415 Lake Forest St	1	\$321.00
224-982-49-00	2413 Lake Forest St	1	\$321.00
224-982-50-00	2411 Lake Forest St	1	\$321.00
224-982-52-00	2444 Heatherwood Ct	1	\$321.00
224-982-53-00	2437 Smokewood Pl	1	\$321.00
224-983-01-00	2403 Heatherwood Ct	1	\$321.00
224-983-02-00	2405 Heatherwood Ct	1	\$321.00
224-983-03-00	2407 Heatherwood Ct	1	\$321.00
224-983-04-00	2409 Heatherwood Ct	1	\$321.00
224-983-05-00	2411 Heatherwood Ct	1	\$321.00
224-983-06-00	2413 Heatherwood Ct	1	\$321.00
224-983-07-00	2415 Heatherwood Ct	1	\$321.00
224-983-08-00	2417 Heatherwood Ct	1	\$321.00
224-983-09-00	2419 Heatherwood Ct	1	\$321.00
224-983-10-00	2421 Heatherwood Ct	1	\$321.00
224-983-11-00	2423 Heatherwood Ct	1	\$321.00
224-983-12-00	2425 Heatherwood Ct	1	\$321.00
224-983-13-00	2427 Heatherwood Ct	1	\$321.00
224-983-14-00	2429 Heatherwood Ct	1	\$321.00
224-983-15-00	2431 Heatherwood Ct	1	\$321.00
224-983-16-00	2433 Heatherwood Ct	1	\$321.00
224-983-17-00	2435 Heatherwood Ct	1	\$321.00
224-983-18-00	2437 Heatherwood Ct	1	\$321.00
224-983-19-00	2439 Heatherwood Ct	1	\$321.00
224-983-20-00	2441 Heatherwood Ct	1	\$321.00
224-983-21-00	2443 Heatherwood Ct	1	\$321.00
224-983-22-00	2454 Conway Dr	1	\$321.00
224-983-23-00	2450 Conway Dr	1	\$321.00
224-983-24-00	2446 Conway Dr	1	\$321.00
224-983-25-00	2442 Conway Dr	1	\$321.00
224-983-26-00	2438 Conway Dr	1	\$321.00
224-983-27-00	2434 Conway Dr	1	\$321.00
224-983-28-00	2430 Conway Dr	1	\$321.00

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 11

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-983-29-00	2426 Conway Dr	1	\$321.00
224-983-30-00	2422 Conway Dr	1	\$321.00
224-983-31-00	2418 Conway Dr	1	\$321.00
224-983-32-00	2414 Conway Dr	1	\$321.00
224-983-33-00	2410 Conway Dr	1	\$321.00
224-983-34-00	908 Glenwood Way	1	\$321.00
224-983-35-00	914 Glenwood Way	1	\$321.00
224-983-36-00	920 Glenwood Way	1	\$321.00
224-983-37-00	926 Glenwood Way	1	\$321.00
224-983-38-00	932 Glenwood Way	1	\$321.00
224-983-39-00	938 Glenwood Way	1	\$321.00
224-983-40-00	1004 Glenwood Way	1	\$321.00
224-983-41-00	1010 Glenwood Way	1	\$321.00
224-983-42-00	1016 Glenwood Way	1	\$321.00
224-983-43-00	1022 Glenwood Way	1	\$321.00
224-983-44-00	1028 Glenwood Way	1	\$321.00
224-983-45-00	1034 Glenwood Way	1	\$321.00
224-984-01-00	907 Glenwood Way	1	\$321.00
224-984-02-00	913 Glenwood Way	1	\$321.00
224-984-03-00	919 Glenwood Way	1	\$321.00
224-984-04-00	925 Glenwood Way	1	\$321.00
224-984-05-00	931 Glenwood Way	1	\$321.00
224-984-06-00	937 Glenwood Way	1	\$321.00
224-984-07-00	1005 Glenwood Way	1	\$321.00
224-984-08-00	1013 Glenwood Way	1	\$321.00
224-984-09-00	2345 Lake Forest St	1	\$321.00
224-984-10-00	2343 Lake Forest St	1	\$321.00
224-984-11-00	2341 Lake Forest St	1	\$321.00
224-984-12-00	2339 Lake Forest St	1	\$321.00
224-984-13-00	2337 Lake Forest St	1	\$321.00
224-984-14-00	2335 Lake Forest St	1	\$321.00
224-984-15-00	2333 Lake Forest St	1	\$321.00
224-984-16-00	2331 Lake Forest St	1	\$321.00
224-984-17-00	2329 Lake Forest St	1	\$321.00
224-984-18-00	2327 Lake Forest St	1	\$321.00
224-984-19-00	2325 Lake Forest St	1	\$321.00
224-984-20-00	2323 Lake Forest St	1	\$321.00
224-984-21-00	2319 Lake Forest St	1	\$321.00
224-984-22-00	2315 Lake Forest St	1	\$321.00
224-984-23-00	2311 Lake Forest St	1	\$321.00
224-985-01-00	2310 Lake Forest St	1	\$321.00
224-985-02-00	2312 Lake Forest St	1	\$321.00
224-985-03-00	2314 Lake Forest St	1	\$321.00
224-985-04-00	2316 Lake Forest St	1	\$321.00
224-985-05-00	2318 Lake Forest St	1	\$321.00
224-985-06-00	2320 Lake Forest St	1	\$321.00
224-985-07-00	2322 Lake Forest St	1	\$321.00
224-985-08-00	2324 Lake Forest St	1	\$321.00
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# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 11

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-985-09-00	2326 Lake Forest St	1	\$321.00
224-985-10-00	2328 Lake Forest St	1	\$321.00
224-985-11-00	2330 Lake Forest St	1	\$321.00
224-985-12-00	2332 Lake Forest St	1	\$321.00
224-985-13-00	2334 Lake Forest St	1	\$321.00
224-985-14-00	2336 Lake Forest St	1	\$321.00
224-985-15-00	2338 Lake Forest St	1	\$321.00
224-985-16-00	2340 Lake Forest St	1	\$321.00
224-985-17-00	2342 Lake Forest St	1	\$321.00
224-985-18-00	2344 Lake Forest St	1	\$321.00
224-985-19-00	2346 Lake Forest St	1	\$321.00
224-985-20-00	2348 Lake Forest St	1	\$321.00
224-985-21-00	2350 Lake Forest St	1	\$321.00
224-985-22-00	2354 Lake Forest St	1	\$321.00
224-985-23-00	2356 Lake Forest St	1	\$321.00
224-985-24-00	2303 Briarwood Pl	1	\$321.00
224-985-25-00	2307 Briarwood Pl	1	\$321.00
224-985-26-00	2311 Briarwood Pl	1	\$321.00
224-985-27-00	2315 Briarwood Pl	1	\$321.00
224-985-28-00	2319 Briarwood Pl	1	\$321.00
224-985-29-00	2323 Briarwood Pl	1	\$321.00
224-985-30-00	2327 Briarwood Pl	1	\$321.00
224-985-31-00	2331 Briarwood Pl	1	\$321.00
224-985-32-00	2335 Briarwood Pl	1	\$321.00
224-985-33-00	2339 Briarwood Pl	1	\$321.00
224-985-34-00	2343 Briarwood Pl	1	\$321.00
224-985-35-00	2347 Briarwood Pl	1	\$321.00
224-985-36-00	2351 Briarwood Pl	1	\$321.00
224-985-37-00	2355 Briarwood Pl	1	\$321.00
224-985-38-00	2359 Briarwood Pl	1	\$321.00
224-985-39-00	2360 Briarwood Pl	1	\$321.00
224-985-40-00	2356 Briarwood Pl	1	\$321.00
224-985-43-00	2344 Briarwood Pl	1	\$321.00
224-985-44-00	2340 Briarwood Pl	1	\$321.00
224-985-45-00	2336 Briarwood Pl	1	\$321.00
224-985-46-00	2332 Briarwood Pl	1	\$321.00
224-985-47-00	2328 Briarwood Pl	1	\$321.00
224-985-48-00	2324 Briarwood Pl	1	\$321.00
224-985-49-00	2320 Briarwood Pl	1	\$321.00
224-985-50-00	2312 Briarwood Pl	1	\$321.00
224-985-54-00	2352 Briarwood Pl	1	\$321.00
224-985-55-00	2348 Briarwood Pl	1	\$321.00
Totals:	Parcels: 330		\$105,930.00

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 12

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
226-203-07-00	451 - El Norte Pkwy	3.330	\$2,292.30
226-203-08-00	1345 Morning View Dr	5.280	\$3,634.62
226-203-14-00	1350 Morning View Dr	5.260	\$3,620.86
226-211-03-00	457- El Norte Pkwy West	3.530	\$2,429.96
226-211-05-00	1301 Morning View Dr	5.030	\$3,462.54
226-211-09-00	1357 Las Villas Way	0.960	\$660.84
226-211-23-00	1342- Morning View Dr	7.050	\$4,853.06
226-211-24-00	1302- Morning View Dr	3.900	\$2,684.66
226-211-26-00	345 El Norte Pkwy West	8.550	\$5,885.62
226-211-27-00	1325- Las Villas Way	7.120	\$4,901.24
228-060-06-00	1301 Morning View	7.160	\$4,928.78
228-073-20-00	1045 Morning View Dr	8.300	\$5,713.52
228-073-23-00	Morning View Dr	0.550	\$378.60
228-073-24-00	130 Las Villas Way	4.230	\$2,911.84
228-073-25-00	Las Villas Way	0.940	\$647.06
228-073-26-00	1245 Morning View Dr	8.470	\$5,830.56
228-073-27-00	Morning View Dr	6.530	\$4,495.10
Totals:	Parcels: 17		\$59,331.16

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 13

Assessor's Parcel No.	Situs Address	Assessable Acres	Assessment Levy
236-252-35-00	415 Felicita Ave	0.226	\$70.40
236-252-47-00	Felicita Ave	0.540	\$168.24
236-252-48-00	351 Felicita Ave	3.260	\$1,015.70
236-252-49-00	325- Felicita Ave 421	5.270	\$1,641.94
236-254-20-00	1809- Centre City Pkwy	2.660	\$2,432.36
236-254-21-00	1805- Centre City Pkwy	1.430	\$1,307.62
236-255-06-00	1835 Centre City Pkwy	1.240	\$1,133.88
236-255-07-00	Centre City Pkwy	0.550	\$502.92
236-255-08-00	Centre City Pkwy	0.484	\$442.58
236-255-09-00	Centre City Pkwy	0.337	\$308.16
236-255-10-00	Centre City Pkwy	0.208	\$190.20
236-255-11-00	1895 Centre City Pkwy	0.241	\$220.40
236-255-12-00	Centre City Pkwy	0.284	\$259.70
236-255-13-00	Centre City Pkwy	0.263	\$240.48
236-255-14-00	Centre City Pkwy	0.700	\$640.10
236-255-30-00	Centre City Pkwy	0.000	·
Totals:	Parcels: 16		\$10,574.68

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 14

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
229-091-49-00	668 Wanda Ct	1	\$646.70
229-091-50-00	672 Wanda Ct	1	\$646.70
229-091-51-00	680 Wanda Ct	1	\$646.70
229-091-52-00	688 Wanda Ct	1	\$646.70
229-091-53-00	696 Wanda Ct	1	\$646.70
229-091-54-00	685 Wanda Ct	1	\$646.70
229-091-55-00	679 Wanda Ct	1	\$646.70
229-091-56-00	675 Wanda Ct	1	\$646.70
Totals:	Parcels: 8		\$5,173.60

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 15

Assessor's		Levy	Assessment Levy
Parcel No.	Situs Address	Factor	
231-810-01-00	2401 Linda Ct	1	\$549.24
231-810-02-00	2409 Linda Ct	1	\$549.24
231-810-03-00	2427 Linda Ct	1	\$549.24
231-810-04-00	2431 Linda Ct	1	\$549.24
231-810-05-00	2437 Linda Ct	1	\$549.24
231-810-06-00	2441 Linda Ct	1	\$549.24
231-810-07-00	2445 Linda Ct	1	\$549.24
231-810-08-00	2451 Linda Ct	1	\$549.24
231-810-09-00	2455 Linda Ct	1	\$549.24
231-810-10-00	2463 Linda Ct	1	\$549.24
231-810-11-00	2477 Linda Ct	1	\$549.24
231-810-12-00	2491 Linda Ct	1	\$549.24
231-810-13-00	2484 Linda Ct	1	\$549.24
231-810-14-00	2466 Linda Ct	1	\$549.24
231-810-15-00	2458 Linda Ct	1	\$549.24
231-810-16-00	2454 Linda Ct	1	\$549.24
231-810-17-00	2420 Linda Ct	1	\$549.24
231-810-18-00	2404 Linda Ct	1	\$549.24
Totals:	Parcels: 18		\$9,886.32

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 16

### Assessment Levy for Fiscal Year 2023/24

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
227-191-41-00	103 Trellis Ln	1	\$412.78
227-191-42-00	107 Trellis Ln	1	\$412.78
227-191-43-00	115 Trellis Ln	1	\$412.78
227-191-44-00	119 Trellis Ln	1	\$412.78
227-191-45-00	123 Trellis Ln	1	\$412.78
227-191-46-00	135 Trellis Ln	1	\$412.78
227-191-47-00	137 Trellis Ln	1	\$412.78
227-191-48-00	141 Trellis Ln	1	\$412.78
227-191-49-00	149 Trellis Ln	1	\$412.78
227-191-50-00	157 Trellis Ln	1	\$412.78
Totals:	Parcels: 10		\$4,127.80

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#### Item5.

### **CITY OF ESCONDIDO** Landscape Maintenance District No. 1 - Zone 17

#### Assessment Levy for Fiscal Year 2023/24

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
225-740-01-00	2821 Oakwood Creek Way	1	\$165.10
225-740-02-00	2863 Oakwood Creek Way	1	\$165.10
225-740-03-00	2877 Oakwood Creek Way	1	\$165.10
225-740-04-00	2885 Oakwood Creek Way	1	\$165.10
225-740-05-00	2891 Oakwood Creek Way	1	\$165.10
225-740-06-00	2899 Oakwood Creek Way	1	\$165.10
225-740-07-00	602 Jacks Creek Rd	1	\$165.10
225-740-08-00	610 Jacks Creek Rd	1	\$165.10
225-740-09-00	618 Jacks Creek Rd	1	\$165.10
225-740-10-00	622 Jacks Creek Rd	1	\$165.10
225-740-11-00	628 Jacks Creek Rd	1	\$165.10
225-740-12-00	636 Jacks Creek Rd	1	\$165.10
225-740-13-00	642 Jacks Creek Rd	1	\$165.10
225-740-14-00	648 Jacks Creek Rd	1	\$165.10
225-740-15-00	2992 Oakstone Creek Pl	1	\$165.10
225-740-16-00	2980 Oakstone Creek Pl	1	\$165.10
225-740-17-00	2954 Oakstone Creek Pl	1	\$165.10
225-740-18-00	2936 Oakstone Creek Pl	1	\$165.10
225-740-19-00	2902 Oakstone Creek Pl	1	\$165.10
225-740-21-00	2941 Oakstone Creek Pl	1	\$165.10
225-740-21-00	2969 Oakstone Creek Pl	1	\$165.10 \$165.10
	625 Jacks Creek Rd	1	\$165.10 \$165.10
225-740-23-00	621 Jacks Creek Rd	1	\$165.10 \$165.10
225-740-24-00 225-740-25-00	617 Jacks Creek Rd	1	·
		1	\$165.10
225-740-26-00	613 Jacks Creek Rd	1	\$165.10 \$165.10
225-740-27-00	609 Jacks Creek Rd	1	
225-740-28-00	2842 Oakwood Creek Way 2923 Oakstone Creek Pl	1	\$165.10 \$165.10
225-740-30-00		1	
225-740-31-00 225-741-01-00	2828 Oakwood Creek Way 656 Jacks Creek Rd	1	\$165.10
		1	\$165.10 \$165.10
225-741-02-00	664 Jacks Creek Rd	1	\$165.10
225-741-03-00	668 Jacks Creek Rd	1	\$165.10
225-741-04-00	672 Jacks Creek Rd	1	\$165.10
225-741-05-00	680 Jacks Creek Rd	1	\$165.10
225-741-06-00	686 Jacks Creek Rd	1	\$165.10
225-741-07-00	690 Jacks Creek Rd	1	\$165.10
225-741-08-00	694 Jacks Creek Rd	1	\$165.10
225-741-09-00	698 Jacks Creek Rd	!	\$165.10
225-741-10-00	689 Jacks Creek Rd	1	\$165.10
225-741-11-00	683 Jacks Creek Rd	1	\$165.10
225-741-12-00	675 Jacks Creek Rd	1	\$165.10
225-741-13-00	2976 Jacks Creek Pl		\$165.10
225-741-14-00	2952 Jacks Creek Pl	1	\$165.10
225-741-15-00	2961 Jacks Creek Pl	1	\$165.10
225-741-16-00	2983 Jacks Creek Pl	1	\$165.10
225-741-17-00	2991 Jacks Creek Pl	1	\$165.10
225-741-18-00	653 Jacks Creek Rd	1	\$165.10
Totals:	Parcels: 47		\$7,759.70

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 18

### Assessment Levy for Fiscal Year 2023/24

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
231-820-01-00	803 Albert Ct	1	\$116.60
231-820-02-00	807 Albert Ct	1	\$116.60
231-820-03-00	823 Albert Ct	1	\$116.60
231-820-04-00	853 Albert Ct	1	\$116.60
231-820-05-00	857 Albert Ct	1	\$116.60
231-820-06-00	871 Albert Ct	1	\$116.60
231-820-07-00	885 Albert Ct	1	\$116.60
231-820-08-00	892 Albert Ct	1	\$116.60
231-820-09-00	880 Albert Ct	1	\$116.60
231-820-10-00	866 Albert Ct	1	\$116.60
231-820-11-00	842 Albert Ct	1	\$116.60
231-820-12-00	838 Albert Ct	1	\$116.60
231-820-13-00	812 Albert Ct	1	\$116.60
231-820-14-00	810 Albert Ct	1	\$116.60
231-820-15-00	809 Rosa Ct	1	\$116.60
231-820-16-00	827 Rosa Ct	1	\$116.60
231-820-17-00	841 Rosa Ct	1	\$116.60
231-820-18-00	847 Rosa Ct	1	\$116.60
231-820-19-00	873 Rosa Ct	1	\$116.60
231-820-20-00	881 Rosa Ct	1	\$116.60
231-820-21-00	893 Rosa Ct	1	\$116.60
231-820-22-00	896 Rosa Ct	1	\$116.60
231-820-23-00	878 Rosa Ct	1	\$116.60
231-820-24-00	868 Rosa Ct	1	\$116.60
231-820-25-00	852 Rosa Ct	1	\$116.60
231-820-26-00	836 Rosa Ct	1	\$116.60
231-820-27-00	822 Rosa Ct	1	\$116.60
231-820-28-00	814 Rosa Ct	1	\$116.60
231-820-29-00	805 Socin Ct	1	\$116.60
231-820-30-00	813 Socin Ct	1	\$116.60
231-820-31-00	825 Socin Ct	1	\$116.60
231-820-32-00	829 Socin Ct	1	\$116.60
231-820-33-00	835 Socin Ct	1	\$116.60
231-820-34-00	837 Socin Ct	1	\$116.60
231-820-35-00	839 Socin Ct	1	\$116.60
231-820-36-00	843 Socin Ct	1	\$116.60
231-820-37-00	Socin Ct	1	\$116.60
231-820-38-00	867 Socin Ct	1	\$116.60
231-820-39-00	875 Socin Ct	1	\$116.60
231-820-40-00	883 Socin Ct	1	\$116.60
231-820-41-00	887 Socin Ct	!	\$116.60
231-820-42-00	898 Socin Ct		\$116.60
231-820-43-00	894 Socin Ct	1	\$116.60
231-820-44-00	882 Socin Ct	1	\$116.60
231-820-45-00	870 Socin Ct	1	\$116.60 \$116.60
231-820-46-00	854 Socin Ct	1	\$116.60 \$116.60
231-820-47-00	848 Socin Ct	 	\$116.60 \$116.60
231-820-48-00	820 Socin Ct	I	\$116.60

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# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 18

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
231-820-49-00	808 Socin Ct	1	\$116.60
231-820-50-00	802 Socin Ct	1	\$116.60
Totals:	Parcels: 50		\$5,830.00

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 19

### Assessment Levy for Fiscal Year 2023/24

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-011-01-00	2620 Turnberry Gln	1.000	\$769.32
224-011-02-00	2650 Turnberry Gln	1.000	\$769.32
224-011-03-00	2667 Turnberry Gln	1.000	\$769.32
224-011-04-00	2649 Turnberry Gln	1.000	\$769.32
224-011-05-00	2615 Turnberry Gln	1.000	\$769.32
224-011-06-00	541 Melbourne Gln	1.000	\$769.32
224-011-07-00	535 Melbourne Gln	1.000	\$769.32
224-011-08-00	529 Melbourne Gln	1.000	\$769.32
224-011-09-00	517 Melbourne Gln	1.000	\$769.32
224-011-10-00	503 Melbourne Gln	1.000	\$769.32
224-011-11-00	510 Melbourne Gln	1.000	\$769.32
224-011-12-00	522 Melbourne Gln	1.000	\$769.32
224-011-13-00	538 Melbourne Gln	1.000	\$769.32
224-011-14-00	550 Melbourne Gln	1.000	\$769.32
224-011-15-00	2696 Dundee Gln	1.000	\$769.32
224-011-16-00	2693 Dundee Gln	1.000	\$769.32
224-011-17-00	2689 Dundee Gln	1.000	\$769.32
224-011-18-00	Melbourne GIn		· ·
224-011-19-00	Melbourne GIn		
224-011-20-00	Melbourne GIn		
224-011-21-00	Dundee GIn		
224-011-22-00	Melbourne GIn		
224-012-01-00	495 Melbourne Gln	1.000	\$769.32
224-012-02-00	487 Melbourne Gln	1.000	\$769.32
224-012-03-00	483 Melbourne Gln	1.000	\$769.32
224-012-04-00	475 Melbourne Gln	1.000	\$769.32
224-012-05-00	469 Melbourne Gln	1.000	\$769.32
224-012-06-00	461 Melbourne Gln	1.000	\$769.32
224-012-07-00	457 Melbourne Gln	1.000	\$769.32
224-012-08-00	453 Melbourne Gln	1.000	\$769.32
224-012-09-00	449 Melbourne Gln	1.000	\$769.32
224-012-10-00	445 Melbourne Gln	1.000	\$769.32
224-012-11-00	433 Melbourne Gln	1.000	\$769.32
224-012-12-00	438 Melbourne Gln	1.000	\$769.32
224-012-13-00	456 Melbourne Gln	1.000	\$769.32
224-012-14-00	466 Melbourne Gln	1.000	\$769.32
224-012-15-00	472 Melbourne Gln	1.000	\$769.32
224-012-16-00	2591 St Andrews Gln	1.000	\$769.32
224-012-17-00	2577 St Andrews Gln	1.000	\$769.32
224-012-18-00	2555 St Andrews Gln	1.000	\$769.32
224-012-19-00	2550 Saint Andrews GIn	1.000	\$769.32
224-012-20-00	2544 St Andrews GIn	1.000	\$769.32
224-012-21-00	2530 St Andrews GIn	1.000	\$769.32
224-012-22-00	490 Melbourne Gln	1.000	\$769.32
224-012-23-00	498 Melbourne Gln	1.000	\$769.32
224-012-24-00	Cleveland Ave		
224-150-01-00	112 Double Eagle Gln	1.000	\$769.32
224-150-02-00	118 Double Eagle Gln	1.000	\$769.32
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# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 19

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-150-03-00	122 Double Eagle Gln	1.000	\$769.32
224-150-04-00	128 Double Eagle Gln	1.000	\$769.32
224-150-05-00	132 Double Eagle Gln	1.000	\$769.32
224-150-06-00	144 Double Eagle Gln	1.000	\$769.32
224-150-07-00	156 Double Eagle Gln	1.000	\$769.32
224-150-08-00	170 Double Eagle Gln	1.000	\$769.32
224-150-09-00	182 Double Eagle Gln	1.000	\$769.32
224-150-10-00	188 Double Eagle Gln	1.000	\$769.32
224-150-11-00	192 Double Eagle Gln	1.000	\$769.32
224-150-12-00	197 Double Eagle Gln	1.000	\$769.32
224-150-13-00	175 Double Eagle Gln	1.000	\$769.32
224-150-14-00	169 Double Eagle Gln	1.000	\$769.32
224-150-15-00	151 Double Eagle Gln	1.000	\$769.32
224-150-16-00	137 Double Eagle Gln	1.000	\$769.32
224-150-17-00	129 Double Eagle Gln	1.000	\$769.32
224-150-18-00	125 Double Eagle Gln	1.000	\$769.32
224-150-19-00	117 Double Eagle Gln	1.000	\$769.32
224-150-20-00	109 Double Eagle Gln	1.000	\$769.32
224-150-21-00	Double Eagle GIn		
224-150-22-00	Double Eagle GIn		
224-150-23-00	Double Eagle GIn		
224-152-08-00	Rincon Ave		
224-152-09-00	Rincon Ave		
224-154-01-00	2567 Douglaston Gln	1.000	\$769.32
224-154-02-00	2569 Douglaston GIn	1.000	\$769.32
224-154-03-00	2571 Douglaston Gln	1.000	\$769.32
224-154-04-00	214 Whistling Straits Gl	1.000	\$769.32
224-154-05-00	252 Whistling Straits Gl	1.000	\$769.32
224-154-06-00	296 Whistling Straits Gl	1.000	\$769.32
224-154-07-00	2586 Douglaston Gln	1.000	\$769.32
224-154-08-00	2580 Douglaston Gln	1.000	\$769.32
224-154-09-00	2574 Douglaston Gln	1.000	\$769.32
224-154-10-00	2562 Douglaston Gln	1.000	\$769.32
224-154-11-00	Whistling Straits Gl		
224-154-12-00	2635 Dundee GIn	1.000	\$769.32
224-154-13-00	2622 Dundee Gln	1.000	\$769.32
224-154-14-00	2618 Dundee Gln	1.000	\$769.32
224-154-15-00	2606 Dundee GIn	1.000	\$769.32
224-154-16-00	2596 Dundee Gln	1.000	\$769.32
224-154-17-00	2584 Dundee GIn	1.000	\$769.32
224-154-18-00	2560 Dundee GIn	1.000	\$769.32
224-154-19-00	2552 Dundee GIn	1.000	\$769.32
224-154-20-00	2538 Dundee Gln	1.000	\$769.32
224-154-21-00	2541 Dundee Gln	1.000	\$769.32
224-154-22-00	2557 Dundee Gln	1.000	\$769.32
224-154-23-00	2579 Dundee Gln	1.000	\$769.32
224-154-24-00	2587 Dundee Gln	1.000	\$769.32
224-154-25-00	2598 Douglaston Gln	1.000	\$769.32
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# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 19

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-154-26-00	Dundee GIn		
224-154-27-00	Dundee GIn		
224-154-28-00	2643 Dundee Gln	1.000	\$769.32
224-154-29-00	2651 Dundee Gln	1.000	\$769.32
224-154-30-00	2659 Dundee Gln	1.000	\$769.32
224-154-31-00	2663 Dundee Gln	1.000	\$769.32
224-154-32-00	2667 Dundee GIn	1.000	\$769.32
224-154-33-00	2675 Dundee Gln	1.000	\$769.32
224-154-34-00	2670 Dundee Gln	1.000	\$769.32
224-154-36-00	Dundee GIn		******
224-154-37-00	North Ave		
224-154-40-00	2682 Dundee Gln	1.000	\$769.32
224-155-01-00	2511 Douglaston Gln	1.000	\$769.32
224-155-02-00	2515 Douglaston Gin	1.000	\$769.32
224-155-03-00	2527 Douglaston Gln	1.000	\$769.32
224-155-04-00	2529 Douglaston Gln	1.000	\$769.32
224-155-05-00	2535 Douglaston GIn	1.000	\$769.32
224-155-06-00	2543 Douglaston GIn	1.000	\$769.32
224-155-07-00	2551 Douglaston GIn	1.000	\$769.32
224-155-08-00	2555 Douglaston GIn	1.000	\$769.32
224-155-09-00	2558 Douglaston GIn	1.000	\$769.32
224-155-10-00	2550 Douglaston Gin	1.000	\$769.32
224-155-11-00	2546 Douglaston GIn	1.000	\$769.32
224-155-12-00	2540 Douglaston Gin	1.000	\$769.32
224-155-13-00	2532 Douglaston GIn	1.000	\$769.32
224-155-14-00	2524 Douglaston GIn	1.000	\$769.32
224-155-15-00	2518 Douglaston GIn	1.000	\$769.32
224-155-16-00	Douglaston Gln	11000	φ, σοιοΣ
224-155-17-00	Douglaston Gln		
224-155-18-00	401 Melbourne Gln	1.000	\$769.32
224-155-19-00	399 Melbourne Gln	1.000	\$769.32
224-155-20-00	2533 Royal Troon Gln	1.000	\$769.32
224-155-21-00	2555 Royal Troon GIn	1.000	\$769.32
224-155-22-00	2599 Royal Troon Gln	1.000	\$769.32
224-155-23-00	2588 Royal Troon GIn	1.000	\$769.32
224-155-24-00	2570 Royal Troon GIn	1.000	\$769.32
224-155-25-00	2566 Royal Troon GIn	1.000	\$769.32
224-155-26-00	2544 Royal Troon GIn	1.000	\$769.32
224-155-27-00	2522 Royal Troon GIn	1.000	\$769.32
224-155-28-00	2510 Royal Troon Gln	1.000	\$769.32
224-155-29-00	Cleveland Ave	1.000	φ, σσ.σΣ
224-155-30-00	Melbourne GIn		
224-155-31-00	Royal Troon Gln		
224-155-32-00	2520 Dundee GIn	1.000	\$769.32
224-155-33-00	2512 Dundee Gin	1.000	\$769.32
224-155-34-00	2504 Dundee GIn	1.000	\$769.32
224-155-35-00	429 Melbourne Gln	1.000	\$769.32
224-155-36-00	423 Melbourne Gln	1.000	\$769.32
227 100 00-00	120 Molbourno din	1.000	ψ/ 03.02

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 19

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-155-37-00	417 Melbourne GIn	1.000	\$769.32
224-155-38-00	409 Melbourne Gln	1.000	\$769.32
224-155-39-00	2509 Dundee GIn	1.000	\$769.32
224-155-40-00	2517 Dundee GIn	1.000	\$769.32
224-155-41-00	2529 Dundee GIn	1.000	\$769.32
224-155-42-00	Dundee GIn		
224-156-01-00	Douglaston Gln		
224-156-02-00	Douglaston Gln		
224-156-03-00	Merion GIn		
224-156-04-00	Merion GIn		
224-156-05-00	Merion GIn		
224-156-06-00	Douglaston Gln		
224-156-08-00	387 Melbourne Gln	1.000	\$769.32
224-156-09-00	363 Melbourne Gln	1.000	\$769.32
224-156-10-00	351 Melbourne Gln	1.000	\$769.32
224-156-11-00	337 Melbourne Gln	1.000	\$769.32
224-156-12-00	319 Melbourne Gln	1.000	\$769.32
224-156-13-00	305 Melbourne Gln	1.000	\$769.32
224-156-14-00	302 Melbourne Gln	1.000	\$769.32
224-156-15-00	328 Melbourne Gln	1.000	\$769.32
224-156-16-00	344 Melbourne Gln	1.000	\$769.32
224-156-17-00	356 Melbourne Gln	1.000	\$769.32
224-156-18-00	370 Melbourne Gln	1.000	\$769.32
224-156-19-00	392 Melbourne Gln	1.000	\$769.32
224-156-20-00	Melbourne Gln		
224-156-21-00	283 Melbourne Gln	1.000	\$769.32
224-156-22-00	241 Melbourne Gln	1.000	\$769.32
224-156-23-00	235 Melbourne Gln	1.000	\$769.32
224-156-24-00	222 Melbourne Gln	1.000	\$769.32
224-156-25-00	254 Melbourne Gln	1.000	\$769.32
224-156-26-00	298 Melbourne Gln	1.000	\$769.32
224-156-27-00	2498 Douglaston Gln	1.000	\$769.32
224-156-28-00	2492 Douglaston Gln	1.000	\$769.32
224-156-29-00	2486 Douglaston Gln	1.000	\$769.32
224-156-30-00	2474 Douglaston Gln	1.000	\$769.32
224-156-31-00	538 Crystal Downs Gln	1.000	\$769.32
224-156-32-00	546 Crystal Downs Gln	1.000	\$769.32
224-156-33-00	578 Crystal Downs Gln	1.000	\$769.32
224-156-34-00	589 Crystal Downs Gln	1.000	\$769.32
224-156-35-00	563 Crystal Downs Gln	1.000	\$769.32
224-156-36-00	559 Crystal Downs Gln	1.000	\$769.32
224-156-37-00	525 Crystal Downs Gln	1.000	\$769.32
224-156-38-00	517 Crystal Downs Gln	1.000	\$769.32
224-156-39-00	509 Crystal Downs Gln	1.000	\$769.32
224-156-40-00	Crystal Downs Gln		
224-156-41-00	Cleveland Ave		
224-156-42-00	Crystal Downs Gln		
224-156-43-00	Melbourne Gln		

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 19

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-157-01-00	2309 Douglaston Gln	1.000	\$769.32
224-157-02-00	2313 Douglaston Gln	1.000	\$769.32
224-157-03-00	2325 Douglaston Gln	1.000	\$769.32
224-157-04-00	303 Lytham Gln	1.000	\$769.32
224-157-05-00	317 Lytham Gln	1.000	\$769.32
224-157-06-00	345 Lytham Gln	1.000	\$769.32
224-157-07-00	369 Lytham Gln	1.000	\$769.32
224-157-08-00	377 Lytham Gln	1.000	\$769.32
224-157-09-00	385 Lytham Gln	1.000	\$769.32
224-157-10-00	398 Lytham Gln	1.000	\$769.32
224-157-11-00	372 Lytham Gln	1.000	\$769.32
224-157-12-00	350 Lytham GIn	1.000	\$769.32
224-157-13-00	332 Lytham Gln	1.000	\$769.32
224-157-14-00	328 Lytham GIn	1.000	\$769.32
224-157-15-00	2337 Douglaston Gln	1.000	\$769.32
224-157-16-00	Lytham Gln		
224-157-17-00	2404 Douglaston Gln	1.000	\$769.32
224-157-18-00	2398 Douglaston Gln	1.000	\$769.32
224-157-19-00	2392 Douglaston Gln	1.000	\$769.32
224-157-20-00	2376 Douglaston Gln	1.000	\$769.32
224-157-21-00	2370 Douglaston Gln	1.000	\$769.32
224-157-22-00	2364 Douglaston Gln	1.000	\$769.32
224-157-23-00	2358 Douglaston Gln	1.000	\$769.32
224-157-24-00	2354 Douglaston Gln	1.000	\$769.32
224-157-25-00	2350 Douglaston Gln	1.000	\$769.32
224-157-26-00	2348 Douglaston Gln	1.000	\$769.32
224-157-27-00	2340 Douglaston Gln	1.000	\$769.32
224-157-28-00	2343 Douglaston Gln	1.000	\$769.32
224-157-29-00	2345 Douglaston Gln	1.000	\$769.32
224-157-30-00	2361 Douglaston Gln	1.000	\$769.32
224-157-31-00	2367 Douglaston Gln	1.000	\$769.32
224-157-32-00	2381 Douglaston Gln	1.000	\$769.32
224-157-33-00	2387 Douglaston Gln	1.000	\$769.32
224-157-34-00	2401 Douglaston Gln	1.000	\$769.32
224-157-35-00	2407 Douglaston Gln	1.000	\$769.32
224-157-36-00	377 Somerset Hills Gln	1.000	\$769.32
224-157-37-00	355 Somerset Hills Gln	1.000	\$769.32
224-157-38-00	333 Somerset Hills Gln	1.000	\$769.32
224-157-39-00	2412 Pine Valley Gln	1.000	\$769.32
224-157-40-00	2410 Pine Valley Gln	1.000	\$769.32
224-157-41-00	2404 Pine Valley Gln	1.000	\$769.32
224-157-42-00	2400 Pine Valley Gln	1.000	\$769.32
224-157-43-00	2392 Pine Valley Gln	1.000	\$769.32
224-157-44-00	2380 Pine Valley Gln	1.000	\$769.32
224-157-45-00	2370 Pine Valley Gln	1.000	\$769.32
224-157-46-00	2366 Pine Valley Gln	1.000	\$769.32
224-157-47-00	2343 Pine Valley Gln	1.000	\$769.32
224-157-48-00	2349 Pine Valley Gln	1.000	\$769.32

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 19

### Assessment Levy for Fiscal Year 2023/24

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-157-49-00	2363 Pine Valley Gln	1.000	\$769.32
224-157-50-00	2375 Pine Valley Gln	1.000	\$769.32
224-157-51-00	2381 Pine Valley Gln	1.000	\$769.32
224-157-52-00	2385 Pine Valley Gln	1.000	\$769.32
224-157-53-00	2399 Pine Valley Gln	1.000	\$769.32
224-157-54-00	2401 Pine Valley Gln	1.000	\$769.32
224-157-55-00	2409 Pine Valley Gln	1.000	\$769.32
224-157-56-00	2413 Pine Valley Gln	1.000	\$769.32
224-157-57-00	Pine Valley Gln		
224-157-58-00	Pine Valley Gln		
224-157-59-00	Pine Valley Gln		
224-158-01-00	2338 Douglaston Gln	1.000	\$769.32
224-158-02-00	2332 Douglaston Gln	1.000	\$769.32
224-158-03-00	2330 Douglaston Gln	1.000	\$769.32
224-158-04-00	2326 Douglaston Gln	1.000	\$769.32
224-158-05-00	2320 Douglaston Gln	1.000	\$769.32
224-158-06-00	2318 Douglaston Gln	1.000	\$769.32
224-158-07-00	2306 Douglaston Gln	1.000	\$769.32
224-158-08-00	Pine Valley Gln		
224-158-09-00	Pine Valley Gln		
224-158-10-00	Rincon Ave		
224-158-11-00	Pine Valley Gln		
224-158-12-00	Douglaston Gln		
224-159-01-00	2460 Douglaston Gln	1.000	\$769.32
224-159-02-00	2456 Douglaston Gln	1.000	\$769.32
224-159-03-00	2448 Douglaston Gln	1.000	\$769.32
224-159-04-00	2444 Douglaston Gln	1.000	\$769.32
224-159-05-00	2436 Douglaston Gln	1.000	\$769.32
224-159-06-00	2432 Douglaston Gln	1.000	\$769.32
224-159-07-00	2426 Douglaston Gln	1.000	\$769.32
224-159-08-00	2418 Douglaston Gln	1.000	\$769.32
224-159-09-00	2411 Douglaston Gln	1.000	\$769.32
224-159-10-00	2423 Douglaston Gln	1.000	\$769.32
224-159-11-00	467 Adelaide GIn	1.000	\$769.32
224-159-12-00	455 Adelaide GIn	1.000	\$769.32
224-159-13-00	433 Adelaide Gln	1.000	\$769.32
224-159-14-00	425 Adelaide Gln	1.000	\$769.32
224-159-15-00	414 Adelaide GIn	1.000	\$769.32
224-159-16-00	448 Adelaide GIn	1.000	\$769.32
224-159-17-00	2451 Douglaston Gln	1.000	\$769.32
224-159-18-00	2453 Douglaston Gln	1.000	\$769.32
224-159-19-00	2467 Douglaston Gln	1.000	\$769.32
224-159-20-00	2471 Douglaston Gln	1.000	\$769.32
224-159-21-00	2483 Douglaston Gln	1.000	\$769.32
224-159-22-00	2470 Pine Valley Gln	1.000	\$769.32
224-159-23-00	2458 Pine Valley Gln	1.000	\$769.32
224-159-24-00	2450 Pine Valley Gln	1.000	\$769.32
224-159-25-00	2444 Pine Valley Gln	1.000	\$769.32

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### **CITY OF ESCONDIDO** Landscape Maintenance District No. 1 - Zone 19

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
======================================	Situs Address	i actor	Levy
224-159-26-00	2438 Pine Valley Gln	1.000	\$769.32
224-159-27-00	2426 Pine Valley Gln	1.000	\$769.32
224-159-28-00	2424 Pine Valley Gln	1.000	\$769.32
224-159-29-00	322 Somerset Hills Gln	1.000	\$769.32
224-159-30-00	344 Somerset Hills Gln	1.000	\$769.32
224-159-31-00	366 Somerset Hills Gln	1.000	\$769.32
224-159-32-00	2421 Pine Valley Gln	1.000	\$769.32
224-159-33-00	2427 Pine Valley Gln	1.000	\$769.32
224-159-34-00	2433 Pine Valley Gln	1.000	\$769.32
224-159-35-00	2445 Pine Valley Gln	1.000	\$769.32
224-159-36-00	2449 Pine Valley Gln	1.000	\$769.32
224-159-37-00	2453 Pine Valley Gln	1.000	\$769.32
224-159-38-00	2461 Pine Valley Gln	1.000	\$769.32
224-159-39-00	2475 Pine Valley Gln	1.000	\$769.32
224-159-40-00	2483 Pine Valley Gln	1.000	\$769.32
224-159-41-00	2497 Pine Valley Gln	1.000	\$769.32
224-159-42-00	Douglaston GIn		
224-159-43-00	Somerset Hills Gln		
224-159-44-00	Adelaide GIn		
224-159-45-00	Pine Valley Gln		
Totals:	Parcels: 308		\$201,561.84

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 20

Assessor's Parcel No.	Situs Address		Levy Factor	Assessment Levy
235-550-01-00	1697 Greenwood PI		1	\$1,286.62
235-550-02-00	1671 Greenwood Pl		1	\$1,286.62
235-550-03-00	1623 Greenwood Pl		1	\$1,286.62
235-550-04-00	1614 Greenwood PI		1	\$1,286.62
235-550-05-00	1638 Greenwood PI		1	\$1,286.62
235-550-06-00	1656 Greenwood Pl		1	\$1,286.62
235-550-07-00	1682 Greenwood Pl		1	\$1,286.62
235-550-08-00	1690 Greenwood Pl		1	\$1,286.62
235-550-09-00	1732 Gamble Ln		1	\$1,286.62
Totals:	Parcels:	9		\$11,579.58

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 21

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
225-030-40-00	2128 Drew Rd	1.000	*543.76
225-030-40-00	2136 Drew Rd	1.000	\$543.76
225-030-42-00	2144 Drew Rd	1.000	\$543.76
225-030-43-00	2152 Drew Rd	1.000	\$543.76
225-030-44-00	2178 Drew Rd	1.000	
225-030-44-00		1.000	\$543.76
	2192 Drew Rd		\$543.76
225-030-46-00	2195 Drew Rd	1.000	\$543.76
225-030-47-00	2181 Drew Rd	1.000	\$543.76
225-030-48-00	2165 Drew Rd	1.000	\$543.76
225-030-49-00	2147 Drew Rd	1.000	\$543.76
225-030-50-00	2133 Drew Rd	1.000	\$543.76
225-030-51-00	2125 Drew Rd	1.000	\$543.76
225-030-52-00	2113 Drew Rd	1.000	\$543.76
225-030-53-00	2109 Drew Rd	1.000	\$543.76
225-030-54-00	2105 Drew Rd	1.000	\$543.76
225-030-55-00	2103 Drew Rd	1.000	\$543.76
225-030-56-00	2189 Drew Rd		
Totals:	Parcels: 17		\$8,700.16

### **CITY OF ESCONDIDO** Landscape Maintenance District No. 1 - Zone 22

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
224-040-48-00	2080 Dancer Ct	1	\$475.58
224-040-49-00	2040 Dancer Ct	1	\$475.58
224-040-50-00	1757 Dancer PI	1	\$475.58
224-040-51-00	1763 Dancer Pl	1	\$475.58
224-040-52-00	1775 Dancer Pl	1	\$475.58
224-040-53-00	1787 Dancer PI	1	\$475.58
224-040-54-00	1796 Dancer Pl	1	\$475.58
224-040-55-00	1780 Dancer PI	1	\$475.58
224-040-56-00	1768 Dancer PI	1	\$475.58
224-040-57-00	1752 Dancer Pl	1	\$475.58
224-040-58-00	1748 Dancer PI	1	\$475.58
224-040-59-00	1740 Dancer PI	1	\$475.58
224-040-60-00	1732 Dancer PI	1	\$475.58
224-040-61-00	1724 Dancer Pl	1	\$475.58
224-040-62-00	1718 Dancer PI	1	\$475.58
224-040-63-00	1712 Dancer Pl	1	\$475.58
224-040-64-00	1710 Dancer Pl	1	\$475.58
224-040-65-00	1700 Dancer PI	1	\$475.58
224-040-66-00	1707 Dancer PI	1	\$475.58
224-040-67-00	1715 Dancer PI	1	\$475.58
224-040-68-00	1721 Dancer Pl	1	\$475.58
224-040-69-00	1729 Dancer Pl	1	\$475.58
224-040-70-00	1735 Dancer PI	1	\$475.58
Totals:	Parcels: 23		\$10,938.34

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 23

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
232-580-01-00	1087 Princess Kyra Pl	1	\$476.14
232-580-02-00	1073 Princess Kyra Pl	1	\$476.14
232-580-03-00	1067 Princess Kyra Pl	1	\$476.14
232-580-04-00	1059 Princess Kyra Pl	1	\$476.14
232-580-05-00	1047 Princess Kyra Pl	1	\$476.14
232-580-06-00	1033 Princess Kyra Pl	1	\$476.14
232-580-07-00	1025 Princess Kyra Pl	1	\$476.14
232-580-08-00	1011 Princess Kyra Pl	1	\$476.14
232-580-09-00	1006 Princess Kyra Pl	1	\$476.14
232-580-10-00	1022 Princess Kyra Pl	1	\$476.14
232-580-11-00	1030 Princess Kyra Pl	1	\$476.14
232-580-12-00	1044 Princess Kyra Pl	1	\$476.14
232-580-13-00	1052 Princess Kyra Pl	1	\$476.14
232-580-14-00	1060 Princess Kyra Pl	1	\$476.14
232-580-15-00	1076 Princess Kyra Pl	1	\$476.14
232-580-16-00	1098 Princess Kyra Pl	1	\$476.14
Totals:	Parcels: 16		\$7,618.24

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 24

Assessor's		Levy	Assessment
Parcel No.	Situs Address	Factor	Levy
237-300-01-00	479 Amparo Dr	1	\$565.06
237-300-02-00	461 Amparo Dr	1	\$565.06
237-300-03-00	459 Amparo Dr	1	\$565.06
237-300-04-00	445 Amparo Dr	1	\$565.06
237-300-05-00	437 Amparo Dr	1	\$565.06
237-300-06-00	423 Amparo Dr	1	\$565.06
237-300-07-00	411 Amparo Dr	1	\$565.06
237-300-08-00	399 Amparo Dr	1	\$565.06
237-300-10-00	373 Amparo Dr	1	\$565.06
237-300-11-00	365 Amparo Dr	1	\$565.06
237-300-12-00	361 Amparo Dr	1	\$565.06
237-300-13-00	345 Amparo Dr	1	\$565.06
237-300-14-00	327 Amparo Dr	1	\$565.06
237-300-15-00	319 Amparo Dr	1	\$565.06
237-300-16-00	303 Amparo Dr	1	\$565.06
237-300-18-00	322 Amparo Dr	1	\$565.06
237-300-19-00	334 Amparo Dr	1	\$565.06
237-300-19-00	352 Amparo Dr	1	\$565.06
237-300-21-00	388 Amparo Dr	1	\$565.06
237-300-22-00	2191 Pamplona Ct	1	\$565.06
237-300-23-00	2183 Pamplona Ct	1	\$565.06
237-300-24-00	2167 Pamplona Ct	1	\$565.06
237-300-25-00	2159 Pamplona Ct	1	\$565.06
237-300-25-00	2145 Pamplona Ct	1	\$565.06
237-300-20-00	2141 Pamplona Ct	1	\$565.06
237-300-28-00	2137 Pamplona Ct	1	\$565.06
237-300-28-00	2135 Pamplona Ct	1	\$565.06
237-300-29-00	2127 Pamplona Ct	1	\$565.06
237-300-30-00	2119 Pamplona Ct	1	\$565.06
237-300-31-00	2105 Pamplona Ct	1	\$565.06
237-300-32-00	2102 Pamplona Ct	1	\$565.06
237-300-34-00	2102 Pamplona Ct	1	\$565.06
237-300-34-00	2124 Pamplona Ct	1	\$565.06
237-300-36-00	2130 Pamplona Ct	1	\$565.06
237-300-30-00	2152 Pamplona Ct	1	\$565.06
237-300-37-00	2164 Pamplona Ct	1	\$565.06
237-300-38-00	2176 Pamplona Ct	1	\$565.06
237-300-39-00	2188 Pamplona Ct	1	\$565.06
237-300-40-00	2196 Pamplona Ct	1	\$565.06
237-300-41-00	430 Amparo Dr	1	\$565.06
237-300-42-00	490 Amparo Dr	1	\$565.06
237-300-44-00	498 Amparo Dr	1	\$565.06
	2110 Pamplona Ct	1	
237-300-45-00		l 1	\$565.06 \$565.06
237-300-47-00	310 Amparo Dr	 	\$565.06
237-300-48-00	Amparo Dr	 	ØECE OC
237-300-49-00	381 Amparo Dr	1	\$565.06
237-310-01-00	2098 Amparo Ct	1	\$565.06
237-310-02-00	2082 Amparo Ct	I	\$565.06 

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 24

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
237-310-03-00	2074 Amparo Ct	1	\$565.06
237-310-04-00	2066 Amparo Ct	1	\$565.06
237-310-05-00	2054 Amparo Ct	1	\$565.06
237-310-06-00	2038 Amparo Ct	1	\$565.06
237-310-07-00	2002 Amparo Ct	1	\$565.06
237-310-08-00	2011 Amparo Ct	1	\$565.06
237-310-09-00	2025 Amparo Ct	1	\$565.06
237-310-10-00	2043 Amparo Ct	1	\$565.06
237-310-11-00	2087 Amparo Ct	1	\$565.06
237-310-12-00	302 Amparo Dr	1	\$565.06
237-310-13-00	300 Amparo Dr	1	\$565.06
Totals:	Parcels: 59		\$32,773.48

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 25

### Assessment Levy for Fiscal Year 2023/24

Assessor's		Levy Factor	Assessment
Parcel No.	Situs Address		Levy
225-682-52-00	573 Dimaio Way	1	\$202.94
225-682-53-00	581 Dimaio Way	1	\$202.94
225-682-54-00	585 Dimaio Way	1	\$202.94
225-682-55-00	591 Dimaio Way	1	\$202.94
225-682-56-00	595 Dimaio Way	1	\$202.94
225-682-57-00	603 Dimaio Way	1	\$202.94
225-682-58-00	615 Dimaio Way	1	\$202.94
225-682-59-00	621 Dimaio Way	1	\$202.94
225-682-60-00	635 Dimaio Way	1	\$202.94
225-682-61-00	647 Dimaio Way	1	\$202.94
225-682-62-00	655 Dimaio Way	1	\$202.94
225-682-63-00	667 Dimaio Way	1	\$202.94
225-682-64-00	675 Dimaio Way	1	\$202.94
225-682-65-00	670 Dimaio Way	1	\$202.94
225-682-66-00	652 Dimaio Way	1	\$202.94
225-682-67-00	640 Dimaio Way	1	\$202.94
225-682-68-00	632 Dimaio Way	1	\$202.94 \$202.94
225-682-69-00	624 Dimaio Way	1	\$202.94 \$202.94
225-682-70-00	618 Dimaio Way	1	\$202.94 \$202.94
	•	1	\$202.94 \$202.94
225-682-71-00	600 Dimaio Way	l 1	
225-682-72-00	598 Dimaio Way	1	\$202.94
225-682-73-00	594 Dimaio Way	1	\$202.94
225-682-74-00	586 Dimaio Way	1	\$202.94
225-682-75-00	578 Dimaio Way	1	\$202.94
225-682-76-00	570 Dimaio Way	1	\$202.94
225-750-01-00	2795 Oakwood Creek Way	1	\$202.94
225-750-02-00	2783 Oakwood Creek Way	1	\$202.94
225-750-03-00	2767 Oakwood Creek Way	1	\$202.94
225-750-04-00	2755 Oakwood Creek Way	1	\$202.94
225-750-05-00	2741 Oakwood Creek Way	1	\$202.94
225-750-06-00	611 Berkshire Pl	1	\$202.94
225-750-07-00	629 Berkshire Pl	1	\$202.94
225-750-08-00	633 Berkshire Pl	1	\$202.94
225-750-09-00	655 Berkshire Pl	1	\$202.94
225-750-10-00	678 Berkshire Pl	1	\$202.94
225-750-11-00	644 Berkshire PI	1	\$202.94
225-750-13-00	2772 Berkshire Pl	1	\$202.94
225-750-14-00	2788 Oakwood Creek Way	1	\$202.94
225-750-15-00	2790 Oakwood Creek Way	1	\$202.94
225-750-16-00	2739 Oakwood Creek Way	1	\$202.94
225-750-17-00	2733 Oakwood Creek Way	1	\$202.94
225-750-18-00	2727 Oakwood Creek Way	1	\$202.94
225-750-19-00	621 Oakwood Creek Pl	1	\$202.94
225-750-20-00	635 Oakwood Creek Pl	1	\$202.94
225-750-21-00	657 Oakwood Creek Pl	1	\$202.94
225-750-22-00	679 Oakwood Creek PI	1	\$202.94
225-750-23-00	683 Oakwood Creek Pl	1	\$202.94
225-750-24-00	688 Oakwood Creek Pl	1	\$202.94

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# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 25

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
225-750-25-00	660 Oakwood Creek Pl	1	\$202.94
225-750-26-00	648 Oakwood Creek Pl	1	\$202.94
225-750-27-00	616 Oakwood Creek Pl	1	\$202.94
225-750-28-00	604 Oakwood Creek Pl	1	\$202.94
Totals:	Parcels: 52		\$10,552.88

### **CITY OF ESCONDIDO** Landscape Maintenance District No. 1 - Zone 26

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
227-650-33-00	710 Jet Pl	1	\$637.86
227-650-34-00	722 Jet Pl	1	\$637.86
227-650-35-00	736 Jets PI	1	\$637.86
227-650-36-00	748 Jet Pl	1	\$637.86
227-650-37-00	764 Jet Pl	1	\$637.86
227-650-38-00	788 Jet Pl	1	\$637.86
227-650-39-00	799 Jet Pl	1	\$637.86
227-650-40-00	775 Jet Pl	1	\$637.86
227-650-41-00	757 Jet PI	1	\$637.86
227-650-42-00	741 Jet Pl	1	\$637.86
227-650-43-00	733 Jet Pl	1	\$637.86
227-650-44-00	715 Jet Pl	1	\$637.86
227-650-45-00	707 Jet PI	1	\$637.86
Totals:	Parcels: 13		\$8,292.18

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 27

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
225-760-01-00	2641 Pummelo Ct	1.000	\$361.76
225-760-02-00	2625 Pummelo Ct	1.000	\$361.76
225-760-03-00	2601 Pummelo Ct	1.000	\$361.76
225-760-04-00	601 Star Ruby Ct	1.000	\$361.76
225-760-05-00	623 Star Ruby Ct	1.000	\$361.76
225-760-06-00	639 Star Ruby Ct	1.000	\$361.76
225-760-07-00	651 Star Ruby Ct	1.000	\$361.76
225-760-08-00	673 Star Ruby Ct	1.000	\$361.76
225-760-09-00	681 Star Ruby Ct	1.000	\$361.76
225-760-10-00	695 Star Ruby Ct	1.000	\$361.76
225-760-11-00	672 Star Ruby Ct	1.000	\$361.76
225-760-12-00	652 Star Ruby Ct	1.000	\$361.76
225-760-13-00	2626 Pummelo Ct	1.000	\$361.76
225-760-14-00	2642 Pummelo Ct	1.000	\$361.76
225-760-15-00	2650 Pummelo Ct	1.000	\$361.76
225-760-16-00	2654 Pummelo Ct	1.000	\$361.76
225-760-17-00	2660 Pummelo Ct	1.000	\$361.76
225-760-18-00	2674 Pummelo Ct	1.000	\$361.76
225-760-19-00	2695 Pummelo Ct	1.000	\$361.76
225-760-20-00	2681 Pummelo Ct	1.000	\$361.76
225-760-21-00	2675 Pummelo Ct	1.000	\$361.76
225-760-22-00	2661 Pummelo Ct	1.000	\$361.76
225-760-23-00	2655 Pummelo Ct	1.000	\$361.76
225-760-24-00	2661 Minneola Ln	1.000	\$361.76
225-760-25-00	2641 Minneola Ln	1.000	\$361.76
225-760-26-00	2635 Minneola Ln	1.000	\$361.76
225-760-27-00	2629 Minneola Ln	1.000	\$361.76
225-760-28-00	704 Sungold Way	1.000	\$361.76
225-760-29-00	720 Sungold Way	1.000	\$361.76
225-760-30-00	742 Sungold Way	1.000	\$361.76
225-760-31-00	743 Sungold Way	1.000	\$361.76
225-760-32-00	731 Sungold Way	1.000	\$361.76
225-760-33-00	715 Sungold Way	1.000	\$361.76
225-760-34-00	705 Sungold Way	1.000	\$361.76
225-761-01-00	748 Sungold Way	1.000	\$361.76
225-761-02-00	750 Sungold Way	1.000	\$361.76
225-761-03-00	758 Sungold Way	1.000	\$361.76
225-761-04-00	766 Sungold Way	1.000	\$361.76
225-761-05-00	770 Sungold Way	1.000	\$361.76
225-761-06-00	780 Sungold Way	1.000	\$361.76
225-761-07-00	790 Sungold Way	1.000	\$361.76
225-761-08-00	802 Sungold Way	1.000	\$361.76
225-761-09-00	824 Sungold Way	1.000	\$361.76
225-761-10-00	832 Sungold Way	1.000	\$361.76
225-761-11-00	844 Sungold Way	1.000	\$361.76
225-761-12-00	852 Sungold Way	1.000	\$361.76
225-761-13-00	864 Sungold Way	1.000	\$361.76
225-761-14-00	2690 Ponderosa Ct	1.000	\$361.76

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 27

Assessor's		Levy	Assessment
Parcel No.	Situs Address	Factor	Levy
225-761-15-00	2674 Ponderosa Ct	1.000	\$361.76
225-761-16-00	2652 Ponderosa Ct	1.000	\$361.76
225-761-17-00	2640 Ponderosa Ct	1.000	\$361.76
225-761-18-00	2643 Ponderosa Ct	1.000	\$361.76
225-761-19-00	2655 Ponderosa Ct	1.000	\$361.76
225-761-20-00	2681 Ponderosa Ct	1.000	\$361.76
225-761-21-00	2697 Ponderosa Ct	1.000	\$361.76
225-761-22-00	2598 Honeybell Ln	1.000	\$361.76
225-761-23-00	2582 Honeybell Ln	1.000	\$361.76
225-761-24-00	2570 Honeybell Ln	1.000	\$361.76
225-761-25-00	2568 Honeybell Ln	1.000	\$361.76
225-761-26-00	2548 Honeybell Ln	1.000	\$361.76
225-761-27-00	2535 Honeybell Ln	1.000	\$361.76
225-761-28-00	2545 Honeybell Ln	1.000	\$361.76
225-761-29-00	2557 Honeybell Ln	1.000	\$361.76
225-761-30-00	2569 Honeybell Ln	1.000	\$361.76
225-761-31-00	2589 Honeybell Ln	1.000	\$361.76
225-761-32-00	793 Sungold Way	1.000	\$361.76
225-761-33-00	785 Sungold Way	1.000	\$361.76
225-761-34-00	773 Sungold Way	1.000	\$361.76
225-761-35-00	2576 Hamlin Ct	1.000	\$361.76
225-761-36-00	2552 Hamlin Ct	1.000	\$361.76
225-761-37-00	2549 Hamlin Ct	1.000	\$361.76
225-761-38-00	2565 Hamlin Ct	1.000	\$361.76
225-761-39-00	2583 Hamlin Ct	1.000	\$361.76
225-762-01-00	872 Sungold Way	1.000	\$361.76
225-762-02-00	884 Sungold Way	1.000	\$361.76
225-762-03-00	2632 Jaffa Ct	1.000	\$361.76
225-762-04-00	2631 Jaffa Ct	1.000	\$361.76
225-762-05-00	2657 Jaffa Ct	1.000	\$361.76
225-762-06-00	2673 Jaffa Ct	1.000	\$361.76
225-762-07-00	2695 Jaffa Ct	1.000	\$361.76
225-762-08-00	Jaffa Ct		
225-762-09-00	Jaffa Ct		
225-763-01-00	2534 Honeybell Ln	1.000	\$361.76
225-763-02-00	2520 Honeybell Ln	1.000	\$361.76
225-763-03-00	2504 Honeybell Ln	1.000	\$361.76
225-763-04-00	2494 Honeybell Ln	1.000	\$361.76
225-763-05-00	2482 Honeybell Ln	1.000	\$361.76
225-763-06-00	2474 Honeybell Ln	1.000	\$361.76
225-763-07-00	2462 Honeybell Ln	1.000	\$361.76
225-763-08-00	2454 Honeybell Ln	1.000	\$361.76
225-763-09-00	2448 Honeybell Ln	1.000	\$361.76
225-763-10-00	2442 Honeybell Ln	1.000	\$361.76
225-763-11-00	2434 Honeybell Ln	1.000	\$361.76
225-763-12-00	2422 Honeybell Ln	1.000	\$361.76
225-763-13-00	2414 Honeybell Ln	1.000	\$361.76 \$261.76
225-763-14-00	2402 Honeybell Ln	1.000	\$361.76

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 27

# Assessment Levy for Fiscal Year 2023/24

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
			<u> </u>
225-763-15-00	2403 Honeybell Ln	1.000	\$361.76
225-763-16-00	2413 Honeybell Ln	1.000	\$361.76
225-763-17-00	2421 Honeybell Ln	1.000	\$361.76
225-763-18-00	2433 Honeybell Ln	1.000	\$361.76
225-763-19-00	2443 Honeybell Ln	1.000	\$361.76
225-763-20-00	2447 Honeybell Ln	1.000	\$361.76
225-763-21-00	2453 Honeybell Ln	1.000	\$361.76
225-763-22-00	2461 Honeybell Ln	1.000	\$361.76
225-763-23-00	2473 Honeybell Ln	1.000	\$361.76
225-763-24-00	2481 Honeybell Ln	1.000	\$361.76
225-763-25-00	2493 Honeybell Ln	1.000	\$361.76
225-763-26-00	2509 Honeybell Ln	1.000	\$361.76
225-763-27-00	2521 Honeybell Ln	1.000	\$361.76
225-763-28-00	Honeybell Ln		
225-763-29-00	El Norte Pkwy		
225-763-30-00	Red Blush Rd		
225-764-01-00	889 Red Blush Rd	1.000	\$361.76
225-764-02-00	873 Red Blush Rd	1.000	\$361.76
225-764-03-00	865 Red Blush Rd	1.000	\$361.76
225-764-04-00	839 Red Blush Rd	1.000	\$361.76
225-764-05-00	821 Red Blush Rd	1.000	\$361.76
225-764-06-00	805 Red Blush Rd	1.000	\$361.76
225-764-07-00	802 Red Blush Rd	1.000	\$361.76
225-764-08-00	816 Red Blush Rd	1.000	\$361.76
225-764-09-00	2402 Tangelo PI East	1.000	\$361.76
225-764-10-00	2440 Tangelo PI East	1.000	\$361.76
225-764-11-00	2460 Tangelo PI East	1.000	\$361.76
225-764-12-00	832 Red Blush Rd	1.000	\$361.76
225-764-13-00	846 Red Blush Rd	1.000	\$361.76
225-764-14-00	868 Red Blush Rd	1.000	\$361.76
225-764-15-00	876 Red Blush Rd	1.000	\$361.76
225-764-16-00	882 Red Blush Rd	1.000	\$361.76
225-764-17-00	894 Red Blush Rd	1.000	\$361.76
225-764-18-00	Mission Ave		
225-764-19-00	2471 Tangelo PI East	1.000	\$361.76
225-764-20-00	2451 Tangelo PI East	1.000	\$361.76
225-764-21-00	2461 Tangelo Pl East	1.000	\$361.76
Totals:	Parcels: 133		\$45,943.52

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# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 28

# Assessment Levy for Fiscal Year 2023/24

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
225-141-39-00	Valley Pkwy		
225-770-01-00	3107 Burnet Dr	1.000	\$550.80
225-770-02-00	3103 Burnet Dr	1.000	\$550.80
225-770-03-00	3095 Burnet Dr	1.000	\$550.80
225-770-04-00	3089 Burnet Dr	1.000	\$550.80
225-770-05-00	3067 Burnet Dr	1.000	\$550.80
225-770-06-00	3070 Burnet Dr	1.000	\$550.80
225-770-07-00	3078 Burnet Dr	1.000	\$550.80
225-770-08-00	Murcott Way	1.000	\$550.80
225-770-09-00	2967 Murcott Way	1.000	\$550.80
225-770-10-00	2955 Murcott Way	1.000	\$550.80
225-770-11-00	2949 Murcott Way	1.000	\$550.80
225-770-12-00	2933 Murcott Way	1.000	\$550.80
225-770-13-00	2921 Murcott Way	1.000	\$550.80
225-770-14-00	766 Bijou Lime Ln	1.000	\$550.80
225-770-15-00	752 Bijou Lime Ln	1.000	\$550.80
225-770-16-00	753 Bijou Lime Ln	1.000	\$550.80
225-770-17-00	771 Bijou Lime Ln	1.000	\$550.80
225-770-18-00	779 Bijou Lime Ln	1.000	\$550.80
225-770-19-00	787 Bijou Lime Ln	1.000	\$550.80
225-770-20-00	791 Bijou Lime Ln	1.000	\$550.80
225-770-21-00	795 Bijou Lime Ln	1.000	\$550.80
225-770-22-00	2902 Murcott Way	1.000	\$550.80
225-770-23-00	2908 Murcott Way	1.000	\$550.80
225-770-24-00	2916 Murcott Way	1.000	\$550.80
225-770-25-00	2928 Murcott Way	1.000	\$550.80
225-770-26-00	2940 Murcott Way	1.000	\$550.80
225-770-27-00	2952 Murcott Way	1.000	\$550.80
225-770-28-00	2964 Murcott Way	1.000	\$550.80
225-770-29-00	2970 Murcott Way	1.000	\$550.80
225-770-30-00	2982 Murcott Way	1.000	\$550.80
225-770-31-00	2988 Murcott Way	1.000	\$550.80
225-770-32-00	2996 Murcott Way	1.000	\$550.80
225-770-33-00	Bijou Lime Ln		
225-771-01-00	3053 Burnet Dr	1.000	\$550.80
225-771-02-00	3041 Burnet Dr	1.000	\$550.80
225-771-03-00	3025 Burnet Dr	1.000	\$550.80
225-771-04-00	3017 Burnet Dr	1.000	\$550.80
225-771-05-00	3013 Burnet Dr	1.000	\$550.80
225-771-06-00	2989 Burnet Dr	1.000	\$550.80
225-771-07-00	2985 Burnet Dr	1.000	\$550.80
225-771-08-00	2971 Burnet Dr	1.000	\$550.80
225-771-09-00	2967 Burnet Dr	1.000	\$550.80
225-771-10-00	2959 Burnet Dr	1.000	\$550.80
225-771-11-00	2953 Burnet Dr	1.000	\$550.80
225-771-12-00	2941 Burnet Dr	1.000	\$550.80
225-771-13-00	2937 Burnet Dr	1.000	\$550.80
225-771-14-00	2931 Burnet Dr	1.000	\$550.80

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# **CITY OF ESCONDIDO** Landscape Maintenance District No. 1 - Zone 28

# Assessment Levy for Fiscal Year 2023/24

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
225-771-15-00	2919 Burnet Dr	1.000	\$550.80
225-771-16-00	2905 Burnet Dr	1.000	\$550.80
225-771-17-00	2902 Burnet Dr	1.000	\$550.80
225-771-18-00	2908 Burnet Dr	1.000	\$550.80
225-771-19-00	2912 Burnet Dr	1.000	\$550.80
225-771-20-00	2924 Burnet Dr	1.000	\$550.80
225-771-21-00	2928 Burnet Dr	1.000	\$550.80
225-771-22-00	2960 Burnet Dr	1.000	\$550.80
225-771-23-00	2964 Burnet Dr	1.000	\$550.80
225-771-24-00	2990 Burnet Dr	1.000	\$550.80
225-771-25-00	2996 Burnet Dr	1.000	\$550.80
225-771-26-00	3000 Burnet Dr	1.000	\$550.80
225-771-27-00	3008 Burnet Dr	1.000	\$550.80
225-771-28-00	3020 Burnet Dr	1.000	\$550.80
225-771-29-00	3034 Burnet Dr	1.000	\$550.80
225-771-30-00	3038 Burnet Dr	1.000	\$550.80
225-771-31-00	3046 Burnet Dr	1.000	\$550.80
225-771-32-00	3058 Burnet Dr	1.000	\$550.80
225-771-33-00	740 Bijou Lime Ln	1.000	\$550.80
225-771-34-00	734 Bijou Lime Ln	1.000	\$550.80
225-771-35-00	2922 Rangpur Ct	1.000	\$550.80
225-771-36-00	2936 Rangpur Ct	1.000	\$550.80
225-771-37-00	2954 Rangpur Ct	1.000	\$550.80
225-771-38-00	2982 Rangpur Ct	1.000	\$550.80
225-771-39-00	2990 Rangpur Ct	1.000	\$550.80
225-771-40-00	2977 Rangpur Ct	1.000	\$550.80
225-771-41-00	2963 Rangpur Ct	1.000	\$550.80
225-771-42-00	2949 Rangpur Ct	1.000	\$550.80
225-771-43-00	2915 Rangpur Ct	1.000	\$550.80
225-771-44-00	2980 Burnet Dr	1.000	\$550.80
225-771-45-00	721 Bijou Lime Ln	1.000	\$550.80
225-771-46-00	729 Bijou Lime Ln	1.000	\$550.80
225-771-47-00	737 Bijou Lime Ln	1.000	\$550.80
225-771-48-00	745 Bijou Lime Ln	1.000	\$550.80
225-771-49-00	Burnet Dr	1.000	ψ550.50
225-780-01-00	2801 Oro Blanco Cir	1.000	\$550.80
225-780-02-00	2805 Oro Blanco Cir	1.000	\$550.80
225-780-03-00	2809 Oro Blanco Cir	1.000	\$550.80
225-780-04-00	2813 Oro Blanco Cir	1.000	\$550.80
225-780-05-00	2817 Oro Blanco Cir	1.000	\$550.80
225-780-06-00	2821 Oro Blanco Cir	1.000	\$550.80
225-780-00-00	2825 Oro Blanco Cir	1.000	\$550.80
225-780-08-00	2829 Oro Blanco Cir	1.000	\$550.80
225-780-09-00	2833 Oro Blanco Cir	1.000	\$550.80
225-780-10-00	2841 Oro Blanco Cir	1.000	\$550.80
225-780-11-00	2853 Oro Blanco Cir	1.000	\$550.80
225-780-11-00	2865 Oro Blanco Cir	1.000	\$550.80
225-780-13-00	2877 Oro Blanco Cir	1.000	\$550.80
ZZJ-10U-1J-UU	2017 Old Dialico Oli	1.000	φυσυ.ου

Run: Tuesday, April 25, 2023 @ 13:36:0

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 28

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
225-780-14-00	2889 Oro Blanco Cir	1,000	\$550.80
225-780-15-00	2891 Oro Blanco Cir	1.000	\$550.80
225-780-16-00	2893 Oro Blanco Cir	1.000	\$550.80
225-780-17-00	2899 Oro Blanco Cir	1.000	\$550.80
225-780-18-00	2903 Oro Blanco Cir	1.000	\$550.80
225-780-19-00	2907 Oro Blanco Cir	1.000	\$550.80
225-780-20-00	2911 Oro Blanco Cir	1.000	\$550.80
225-780-21-00	2915 Oro Blanco Cir	1.000	\$550.80
225-780-22-00	2919 Oro Blanco Cir	1.000	\$550.80
225-780-23-00	2923 Oro Blanco Cir	1.000	\$550.80
225-780-24-00	2927 Oro Blanco Cir	1.000	\$550.80
225-780-25-00	2931 Oro Blanco Cir	1.000	\$550.80
225-780-26-00	2935 Oro Blanco Cir	1.000	\$550.80
225-780-27-00	2949 Oro Blanco Cir	1.000	\$550.80
225-780-28-00	2957 Oro Blanco Cir	1.000	\$550.80
225-780-29-00	2963 Oro Blanco Cir	1.000	\$550.80
225-780-30-00	2985 Oro Blanco Cir	1.000	\$550.80
225-780-31-00	2991 Oro Blanco Cir	1.000	\$550.80
225-780-32-00	2980 Oro Blanco Cir	1.000	\$550.80
225-780-33-00	2972 Oro Blanco Cir	1.000	\$550.80
225-780-34-00	2960 Oro Blanco Cir	1.000	\$550.80
225-780-35-00	2950 Oro Blanco Cir	1.000	\$550.80
225-780-36-00	2942 Oro Blanco Cir	1.000	\$550.80
225-780-37-00	2934 Oro Blanco Cir	1.000	\$550.80
225-780-38-00	2884 Oro Blanco Cir	1.000	\$550.80
225-780-39-00	2880 Oro Blanco Cir	1.000	\$550.80
225-780-40-00	2872# Oro Blanco Cir	1.000	\$550.80
225-780-41-00	2858 Oro Blanco Cir	1.000	\$550.80
225-780-42-00	2846 Oro Blanco Cir	1.000	\$550.80
225-780-43-00	2838 Oro Blanco Cir	1.000	\$550.80
225-780-44-00	Oro Blanco Cir	1.000	ψ330.50
225-780-45-00	Oro Blanco Cir		
225-780-46-00	Oro Blanco Cir		
225-790-01-00	592 Chandler Ct	1.000	\$550.80
225-790-02-00	584 Chandler Ct	1.000	\$550.80
225-790-03-00	576 Chandler Ct	1.000	\$550.80
225-790-04-00	562 Chandler Ct	1.000	\$550.80
225-790-05-00	554 Chandler Ct	1.000	\$550.80
225-790-06-00	538 Chandler Ct	1.000	\$550.80
225-790-07-00	520 Chandler Ct	1.000	\$550.80
225-790-08-00	508 Chandler Ct	1.000	\$550.80
225-790-08-00	503 Chandler Ct	1.000	\$550.80
225-790-10-00	521 Chandler Ct	1.000	\$550.80
225-790-11-00	537 Chandler Ct	1.000	\$550.80
225-790-11-00 225-790-12-00	545 Chandler Ct		
225-790-12-00 225-790-13-00	551 Chandler Ct	1.000 1.000	\$550.80 \$550.80
225-790-14-00	563 Chandler Ct	1.000	\$550.80 \$550.80
225-790-15-00	571 Chandler Ct	1.000	\$550.80

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 28

Assessor's	au	Levy	Assessment
Parcel No.	Situs Address	Factor Factor	Levy
225-790-16-00	587 Chandler Ct	1.000	\$550.80
225-790-17-00	591 Chandler Ct	1.000	\$550.80
225-790-18-00	3099 Wohlford Dr	1.000	\$550.80
225-790-19-00	3091 Wohlford Dr	1.000	\$550.80
225-790-20-00	3085 Wohlford Dr	1.000	\$550.80
225-790-21-00	3081 Wohlford Dr	1.000	\$550.80
225-790-22-00	3077 Wohlford Dr	1.000	\$550.80
225-790-23-00	3073 Wohlford Dr	1.000	\$550.80
225-790-24-00	3069 Wohlford Dr	1.000	\$550.80
225-790-25-00	3065 Wohlford Dr	1.000	\$550.80
225-790-26-00	3061 Wohlford Dr	1.000	\$550.80
225-790-27-00	Wohlford Dr	1.000	\$550.80
225-790-28-00	3053 Wohlford Dr	1.000	\$550.80
225-790-29-00	3049 Wohlford Dr	1.000	\$550.80
225-790-30-00	3045 Wohlford Dr	1.000	\$550.80
225-790-31-00	3041 Wohlford Dr	1.000	\$550.80
225-790-32-00	3037 Wohlford Dr	1.000	\$550.80
225-790-33-00	3052 Wohlford Dr	1.000	\$550.80
225-790-34-00	3048 Wohlford Dr	1.000	\$550.80
225-790-35-00	3042 Wohlford Dr	1.000	\$550.80
225-790-36-00	3038 Wohlford Dr	1.000	\$550.80
225-790-37-00	3003 Finley Pl	1.000	\$550.80
225-790-38-00	3019 Finley Pl	1.000	\$550.80
225-790-39-00	3025 Finley Pl	1.000	\$550.80
225-790-40-00	3031 Finley PI	1.000	\$550.80
225-790-41-00	Wohlford Dr		
225-790-42-00	Wohlford Dr		
225-790-43-00	Wohlford Dr		
225-790-44-00	Wohlford Dr		
225-790-45-00	No Situs Address		
225-791-01-00	3033 Wohlford Dr	1.000	\$550.80
225-791-02-00	3027 Wohlford Dr	1.000	\$550.80
225-791-03-00	3023 Wohlford Dr	1.000	\$550.80
225-791-04-00	3019 Wohlford Dr	1.000	\$550.80
225-791-05-00	3013 Wohlford Dr	1.000	\$550.80
225-791-06-00	Wohlford Dr	1.000	\$550.80
225-791-07-00	3001 Wohlford Dr	1.000	\$550.80
225-791-08-00	2995 Wohlford Dr	1.000	\$550.80
225-791-09-00	2989 Wohlford Dr	1.000	\$550.80
225-791-10-00	2967 Wohlford Dr	1.000	\$550.80
225-791-11-00	2955 Wohlford Dr	1.000	\$550.80
225-791-12-00	594 Dana Ln	1.000	\$550.80
225-791-13-00	588 Dana Ln	1.000	\$550.80
225-791-14-00	574 Dana Ln	1.000	\$550.80
225-791-15-00	562 Dana Ln	1.000	\$550.80
225-791-16-00	558 Dana Ln	1.000	\$550.80
225-791-17-00	546 Dana Ln	1.000	\$550.80 \$550.80
225-791-18-00	542 Dana Ln	1.000	\$550.80

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 28

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
225-791-19-00	540 Dana Ln	1.000	\$550.80
225-791-20-00	536 Dana Ln	1.000	\$550.80
225-791-21-00	532 Dana Ln	1.000	\$550.80
225-791-22-00	528 Dana Ln	1.000	\$550.80
225-791-23-00	524 Dana Ln	1.000	\$550.80
225-791-24-00	510 Dana Ln	1.000	\$550.80
225-791-25-00	495 Dana Ln	1.000	\$550.80
225-791-26-00	515 Dana Ln	1.000	\$550.80
225-791-27-00	521 Dana Ln	1.000	\$550.80
225-791-28-00	551 Dana Ln	1.000	\$550.80
225-791-29-00	565 Dana Ln	1.000	\$550.80
225-791-30-00	573 Dana Ln	1.000	\$550.80
225-791-31-00	585 Dana Ln	1.000	\$550.80
225-791-32-00	591 Dana Ln	1.000	\$550.80
225-791-33-00	599 Dana Ln	1.000	\$550.80
225-791-34-00	578 Eureka Dr	1.000	\$550.80
225-791-35-00	556 Eureka Dr	1.000	\$550.80
225-791-36-00	540 Eureka Dr	1.000	\$550.80
225-791-37-00	534 Eureka Dr	1.000	\$550.80
225-791-38-00	522 Eureka Dr	1.000	\$550.80
225-791-39-00	516 Eureka Dr	1.000	\$550.80
225-791-40-00	504 Eureka Dr	1.000	\$550.80
225-791-41-00	Eureka Dr		*******
225-791-42-00	Eureka Dr		
225-791-43-00	Wohlford Dr		
225-791-44-00	Wohlford Dr		
225-791-45-00	No Situs Address		
225-791-46-00	No Situs Address		
225-800-01-00	3117 Timken Cir	1.000	\$550.80
225-800-02-00	3131 Timken Cir	1.000	\$550.80
225-800-03-00	3155 Timken Cir	1.000	\$550.80
225-800-04-00	3172 Crane Ave	1.000	\$550.80
225-800-05-00	3160 Crane Ave	1.000	\$550.80
225-800-06-00	3154 Crane Ave	1.000	\$550.80
225-800-07-00	3144 Crane Ave	1.000	\$550.80
225-800-08-00	3130 Crane Ave	1.000	\$550.80
225-800-09-00	3124 Crane Ave	1.000	\$550.80
225-800-10-00	3118 Crane Ave	1.000	\$550.80
225-800-11-00	3117 Crane Ave	1.000	\$550.80
225-800-12-00	3123 Crane Ave	1.000	\$550.80
225-800-13-00	3131 Crane Ave	1.000	\$550.80
225-800-14-00	3141 Crane Ave	1.000	\$550.80
225-800-15-00	498 Kennedy Ct	1.000	\$550.80
225-800-16-00	470 Kennedy Ct	1.000	\$550.80
225-800-17-00	448 Kennedy Ct	1.000	\$550.80
225-800-18-00	420 Kennedy Ct	1.000	\$550.80
225-800-19-00	421 Kennedy Ct	1.000	\$550.80
225-800-20-00	437 Kennedy Ct	1.000	\$550.80
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# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 28

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
225-800-21-00	451 Kennedy Ct	1.000	\$550.80
225-800-22-00	3175 Crane Ave	1.000	\$550.80
225-800-23-00	Kennedy Ct		
225-800-24-00	Timken Cir		
225-800-26-00	Beven Dr		
225-801-01-00	3173 Timken Cir	1.000	\$550.80
225-801-02-00	3181 Timken Cir	1.000	\$550.80
225-801-03-00	3195 Timken Cir	1.000	\$550.80
225-801-04-00	3198 Crane Ave	1.000	\$550.80
225-801-05-00	3194 Crane Ave	1.000	\$550.80
225-801-06-00	3188 Crane Ave	1.000	\$550.80
225-801-07-00	3182 Crane Ave	1.000	\$550.80
225-801-08-00	3181 Crane Ave	1.000	\$550.80
225-801-09-00	406 Boudinot Ct	1.000	\$550.80
225-801-10-00	420 Boudinot Ct	1.000	\$550.80
225-801-11-00	440 Boudinot Ct	1.000	\$550.80
225-801-12-00	456 Boudinot Ct	1.000	\$550.80
225-801-13-00	474 Boudinot Ct	1.000	\$550.80
225-801-14-00	488 Boudinot Ct	1.000	\$550.80
225-801-15-00	489 Boudinot Ct	1.000	\$550.80
225-801-16-00	471 Boudinot Ct	1.000	\$550.80
225-801-17-00	449 Boudinot Ct	1.000	\$550.80
225-801-18-00	425 Boudinot Ct	1.000	\$550.80
225-801-19-00	409 Boudinot Ct	1.000	\$550.80
225-801-20-00	403 Boudinot Ct	1.000	\$550.80
225-801-21-00	404 Eureka Dr	1.000	\$550.80
225-801-22-00	432 Eureka Dr	1.000	\$550.80
225-801-23-00	464 Eureka Dr	1.000	\$550.80
225-801-24-00	476 Eureka Dr	1.000	\$550.80
225-801-25-00	481 Eureka Dr	1.000	\$550.80
225-801-26-00	477 Eureka Dr	1.000	\$550.80
225-801-27-00	465 Eureka Dr	1.000	\$550.80
225-801-28-00	433 Eureka Dr	1.000	\$550.80
225-801-29-00	401 Eureka Dr	1.000	\$550.80
225-801-30-00	3211 Crane Ave	1.000	\$550.80
225-801-31-00	3225 Crane Ave	1.000	\$550.80
225-801-32-00	3237 Crane Ave	1.000	\$550.80
225-801-33-00	3245 Crane Ave	1.000	\$550.80
225-801-34-00	3257 Crane Ave	1.000	\$550.80
225-801-35-00	3271 Crane Ave	1.000	\$550.80
225-801-36-00	3285 Crane Ave	1.000	\$550.80
225-801-37-00	3293 Crane Ave	1.000	\$550.80
225-801-38-00	3297 Crane Ave	1.000	\$550.80
225-801-39-00	3294 Crane Ave	1.000	\$550.80
225-801-40-00	3288 Crane Ave	1.000	\$550.80
225-801-41-00	3276 Crane Ave	1.000	\$550.80
225-801-42-00	3262 Crane Ave	1.000	\$550.80
225-801-43-00	3242 Crane Ave	1.000	\$550.80

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 28

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
225-801-44-00	3228 Crane Ave	1.000	\$550.80
225-801-45-00	3202 Crane Ave	1.000	\$550.80
225-801-46-00	3201 Timken Cir	1.000	\$550.80
225-801-47-00	3235 Timken Cir	1.000	\$550.80
225-801-48-00	3257 Timken Cir	1.000	\$550.80
225-801-49-00	3273 Timken Cir	1.000	\$550.80
225-801-50-00	3285 Timken Cir	1.000	\$550.80
225-801-51-00	3291 Timken Cir	1.000	\$550.80
225-801-52-00	Eureka Dr	1.000	ψοσο.σσ
225-801-53-00	Eureka Dr		
225-810-01-00	3168 Katharine Dr	1.000	\$550.80
225-810-02-00	Katharine Dr	1.000	\$550.80
225-810-03-00	3111 Katharine Dr	1.000	\$550.80
225-810-04-00	3125 Katharine Dr	1.000	\$550.80
225-810-05-00	3141 Katharine Dr	1.000	\$550.80
225-810-06-00	3153 Katharine Dr	1.000	\$550.80
225-810-07-00	Katharine Dr	1.000	\$550.80
225-810-08-00	3189 Katharine Dr	1.000	\$550.80
225-810-09-00	3197 Katharine Dr	1.000	\$550.80
225-810-10-00	3198 Beven Dr	1.000	\$550.80
225-810-11-00	3184 Beven Dr	1.000	\$550.80
225-810-12-00	3176 Beven Dr	1.000	\$550.80
225-810-13-00	3160 Beven Dr	1.000	\$550.80
225-810-14-00	3152 Beven Dr	1.000	\$550.80
225-810-15-00	3144 Beven Dr	1.000	\$550.80
225-810-16-00	3136 Beven Dr	1.000	\$550.80
225-810-17-00	3122 Beven Dr	1.000	\$550.80
225-810-18-00	3131 Beven Dr	1.000	\$550.80
225-810-19-00	3147 Beven Dr	1.000	\$550.80
225-810-20-00	3151 Beven Dr	1.000	\$550.80
225-810-21-00	3202 Beven Dr	1.000	\$550.80
225-810-22-00	3228 Beven Dr	1.000	\$550.80
225-810-23-00	3232 Beven Dr	1.000	\$550.80
225-810-24-00	3233 Katharine Dr	1.000	\$550.80
225-810-25-00	3227 Katharine Dr	1.000	\$550.80
225-810-26-00	3201 Katharine Dr	1.000	\$550.80
225-810-27-00	3248 Katharine Dr	1.000	\$550.80
225-810-28-00	3242 Katharine Dr	1.000	\$550.80
225-810-29-00	Katharine Dr	1.000	ψ000.00
225-810-30-00	Ambersweet Way		
225-811-01-00	3238 Beven Dr	1.000	\$550.80
225-811-02-00	3244 Beven Dr	1.000	\$550.80 \$550.80
225-811-03-00	3248 Beven Dr	1.000	\$550.80 \$550.80
225-811-04-00	3250 Beven Dr	1.000	\$550.80 \$550.80
225-811-05-00	3252 Beven Dr	1.000	\$550.80 \$550.80
225-811-06-00	3295 Katharine Dr	1.000	\$550.80 \$550.80
225-811-07-00	3283 Katharine Dr	1.000	\$550.80 \$550.80
225-811-08-00	3275 Katharine Dr	1.000	\$550.80
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# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 28

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
raicei No.	Situs Address	1 actor	Levy
225-811-09-00	3267 Katharine Dr	1.000	\$550.80
225-811-10-00	3255 Katharine Dr	1.000	\$550.80
225-811-11-00	3245 Katharine Dr	1.000	\$550.80
225-811-12-00	3272 Katharine Dr	1.000	\$550.80
225-811-13-00	3268 Katharine Dr	1.000	\$550.80
225-811-14-00	3256 Katharine Dr	1.000	\$550.80
225-811-15-00	380- Coleman Ct	1.000	\$550.80
225-811-16-00	399 Coleman Ct	1.000	\$550.80
225-811-17-00	377 Coleman Ct	1.000	\$550.80
225-811-18-00	339 Coleman Ct	1.000	\$550.80
225-811-19-00	301 Coleman Ct	1.000	\$550.80
225-811-20-00	3270 Beven Dr	1.000	\$550.80
225-811-21-00	3282 Beven Dr	1.000	\$550.80
225-811-22-00	3286 Beven Dr	1.000	\$550.80
225-811-23-00	3294 Beven Dr	1.000	\$550.80
225-811-24-00	3291 Beven Dr	1.000	\$550.80
225-811-25-00	3287 Beven Dr	1.000	\$550.80
225-811-26-00	3283 Beven Dr	1.000	\$550.80
225-811-27-00	3275 Beven Dr	1.000	\$550.80
225-811-28-00	3271 Beven Dr	1.000	\$550.80
225-811-29-00	3269 Beven Dr	1.000	\$550.80
225-811-30-00	3267 Beven Dr	1.000	\$550.80
225-811-31-00	3265 Beven Dr	1.000	\$550.80
225-811-32-00	3261 Beven Dr	1.000	\$550.80
225-811-33-00	3259 Beven Dr	1.000	\$550.80
225-811-34-00	3255 Beven Dr	1.000	\$550.80
225-811-35-00	3249 Beven Dr	1.000	\$550.80
225-811-36-00	3243 Beven Dr	1.000	\$550.80
225-811-37-00	Beven Dr		
225-811-38-00	Beven Dr		
225-811-39-00	Beven Dr		
240-020-28-00	Valley Pkwy		
240-020-33-00	Valle Lindo Rd		
Totals:	Parcels: 369		\$187,272.00

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 29

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
236-334-43-00	902 Rockwell Springs Ct*	1	\$631.06
236-334-44-00	930 Rockwell Springs Ct*	1	\$631.06
236-334-45-00	944 Rockwell Springs Ct*	1	\$631.06
236-334-46-00	2031 Felicita Rd	1	\$631.06
236-334-47-00	970 No Situs Address	1	\$631.06
236-334-48-00	979 Rockwell Springs Ct*	1	\$631.06
236-334-49-00	953 Rockwell Springs Ct*	1	\$631.06
236-334-50-00	939 No Situs Address	1	\$631.06
236-334-51-00	925 Rockwell Springs Ct*	1	\$631.06
236-334-52-00	907 Rockwell Springs Ct*	1	\$631.06
236-334-53-00	913 Rockwell Springs Ct*	1	\$631.06
236-334-54-00	2111 Felicita Rd	1	\$631.06
Totals:	Parcels: 12		\$7,572.72

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 32

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
		. 4000	
231-800-18-00	592 Trovita Ct	1	\$309.28
231-800-19-00	586 Trovita Ct	1	\$309.28
231-800-20-00	582 Trovita Ct	1	\$309.28
231-800-21-00	572 Trovita Ct	1	\$309.28
231-800-22-00	568 Trovita Ct	1	\$309.28
231-800-23-00	564 Trovita Ct	1	\$309.28
231-800-24-00	560 Trovita Ct	1	\$309.28
231-800-25-00	558 Trovita Ct	1	\$309.28
231-800-26-00	554 Trovita Ct	1	\$309.28
231-800-27-00	542 Trovita Ct	1	\$309.28
231-800-28-00	538 Trovita Ct	1	\$309.28
231-800-29-00	532 Trovita Ct	1	\$309.28
231-800-30-00	535 Trovita Ct	1	\$309.28
231-800-31-00	547 Trovita Ct	1	\$309.28
231-800-32-00	553 Trovita Ct	1	\$309.28
231-800-33-00	559 Trovita Ct	1	\$309.28
231-800-34-00	563 Trovita Ct	1	\$309.28
231-800-35-00	567 Trovita Ct	1	\$309.28
231-800-36-00	571 Trovita Ct	1	\$309.28
231-800-37-00	575 Trovita Ct	1	\$309.28
231-800-38-00	581 Trovita Ct	1	\$309.28
231-800-39-00	589 Trovita Ct	1	\$309.28
Totals:	Parcels: 22		\$6,804.16

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 33

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
227-123-38-00	2006 Drew Rd	1	\$969.04
227-123-39-00	2002 Drew Rd	1	\$969.04
227-123-40-00	1984 Drew Rd	1	\$969.04
227-123-41-00	1976 Drew Rd	1	\$969.04
227-123-42-00	1968 Drew Rd	1	\$969.04
227-123-43-00	1964 Drew Rd	1	\$969.04
227-123-44-00	1961 Drew Rd	1	\$969.04
227-123-45-00	1969 Drew Rd	1	\$969.04
227-123-46-00	1975 Drew Rd	1	\$969.04
227-123-47-00	1983 Drew Rd	1	\$969.04
227-123-48-00	2003 Drew Rd	1	\$969.04
Totals:	Parcels: 11		\$10,659.44

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 34

Assessor's Parcel No.	Situs Address	Levy Factor	Assessment Levy
234-180-61-00	1431 Purdum Ln	1	\$1,223.52
234-180-62-00	691 Center Stage GIn	1	\$1,223.52
234-180-63-00	671 Center Stage GIn	1	\$1,223.52
234-180-64-00	651 Center Stage GIn	1	\$1,223.52
234-180-65-00	1405 Purdum Ln	1	\$1,223.52
Totals:	Parcels: 5		\$6,117.60

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 35

Assessor's Parcel No.	Situs Address		Levy Factor	Assessment Levy
238-492-35-00	2053 Amir Pl		1	\$1,232.20
238-492-36-00	2075 Hamilton PI		1	\$1,232.20
238-492-37-00	2097 Hamilton Pl		1	\$1,232.20
238-492-38-00	2092 Hamilton Pl		1	\$1,232.20
238-492-39-00	2072 Hamilton Pl		1	\$1,232.20
238-492-40-00	2054 Hamilton Pl		1	\$1,232.20
Totals:	Parcels:	6		\$7,393.20

# CITY OF ESCONDIDO Landscape Maintenance District No. 1 - Zone 38

Assessor's Parcel No.	Situs Address		Levy Factor	Assessment Levy
231-840-01-00	2354 Campbell Pl		1	\$788.32
231-840-02-00	2348 Campbell Pl		1	\$788.32
231-840-03-00	2345 Campbell Pl		1	\$788.32
231-840-04-00	2351 Campbell Pl		1	\$788.32
231-840-05-00	2359 Campbell Pl		1	\$788.32
231-840-06-00	2367 Campbell Pl		1	\$788.32
231-840-07-00	2375 Campbell Pl		1	\$788.32
Totals:	Parcels:	7		\$5,518.24

# CITY OF ESCONDIDO LANDSCAPE AND MAINTENANCE ASSESSMENT DISTRICT

## **APPENDIX III**

## DIAGRAM OF LANDSCAPE MAINTENANCE DISTRICT BOUNDARIES

(An overall map of the District Zones follows. A detailed map of the parcels or lots contained in each Zone is on file with the City Clerk and with the Engineering Department.)



# **STAFF REPORT**

June 14, 2023 File Number 0600-10; A-3458

#### **SUBJECT**

#### PUBLIC SERVICES AGREEMENT FOR THE CITY'S LANDSCAPE MAINTENANCE DISTRICT (LMD) ZONES

#### **DEPARTMENT**

**Development Services, Engineering Services** 

#### **RECOMMENDATION**

Request that the City Council adopt Resolution No. 2023-68, authorizing the Mayor to execute a Public Services Agreement with Makelele Systems Landscape & Maintenance, Inc. for Landscape Maintenance Services for the City of Escondido LMD.

Staff Recommendation: Approval and File (Andrew Firestone, Development Services Director, and Julie Procopio, City Engineer)

Presenter: Julie Procopio, City Engineer

#### **FISCAL ANALYSIS**

The LMD reimburses all costs incurred by the City of Escondido (City) for Landscape Maintenance Services in all zones except Zones 12 and 13. The City purchased property adjacent to the Reidy Creek environmental channel that lies within Zone 12 and therefore assumed the assessment assigned to this property. Zone 13 was formed to pay for the maintenance of the median landscaping in Centre City Parkway south of Felicita Avenue and north of Montview Drive. The City shares the cost of maintenance in Zone 13 with the two shopping centers on either side of the parkway.

#### **BACKGROUND**

The LMD was established as a means to fund the ongoing maintenance of certain landscape improvements associated with the development of specific properties within the City. These landscape improvements have special benefits for those specific properties.

A Request for Proposals (RFP) was advertised on March 2, 2023 for Landscape Maintenance Services for the City LMD. Contractors submitted proposals by the closing date of March 30, 2023. As was noted in the RFP, a number of factors were considered in the selection process with the heaviest weight (50%) given to the value of services provided. Listed in this report are the annual bid prices submitted by each contractor.



# CITY of ESCONDIDO

#### STAFF REPORT

1. Makelele Systems Landscape & Maintenance, Inc	\$282,864.00
2. Steven Smith Landscape, Inc	\$322,113.72
3. Mariposa Landscapers, Inc	\$322,526.00
4. Executive Landscape, Inc	.\$379,092.00
5. PWLC I, Inc	\$394,800.00
6. BrightView Landscape Services	.\$397,995.36
7. Westturf Landscape Maintenance. Inc	.\$928.681.00

After review and analysis of the proposals by representatives of Engineering Services and Public Works Departments, the proposal submitted by Makelele Systems Landscape and Maintenance, Inc. was selected as the one most advantageous to the City. The initial contract term is for two years with the option of three one-year contract extensions.

#### **RESOLUTIONS**

- a. Resolution No. 2023-68
- b. Resolution No. 2023-68 Exhibit "A"

#### **ATTACHMENTS**

- a. LMD Overall Zone Map and Zone Descriptions Attachment "1"
- b. LMD Landscape Maintenance Services Special Provisions and Maintenance Specifications Attachment "2"

#### **RESOLUTION NO. 2023-68**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MAKELELE SYSTEMS LANDSCAPE AND MAINTENANCE FOR LANDSCAPE MAINTENANCE SERVICES FOR THE ESCONDIDIO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

WHEREAS, the City of Escondido ("City") advertised for proposals for Landscape Maintenance Services for the City of Escondido Landscape Maintenance Assessment District; and

WHEREAS, of the seven proposals received, Makelele Systems Landscape Maintenance, Inc. was determined to be the most advantageous to the City; and

WHEREAS, the City Engineer recommends the approval and execution of the Public Services

Agreement with Makelele Systems Landscape Maintenance, Inc. for Landscape Maintenance Services for
the City of Escondido Landscape Maintenance Assessment District.

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 hereby authorized and directed to enter into and execute, on behalf of the City of Escondido, a Public Services Agreement in an annual amount of \$282,864 per year, and a two-year total of \$565,728, 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 SERVICES AGREEMENT

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

Between: CITY OF ESCONDIDO

a California municipal corporation

201 N. Broadway Escondido, CA 92025 Attn: Brad Mason 760-839-4665

("CITY")

And: Makelele Systems Landscape & Maintenance, Inc.

a California corporation

420 N Twin Oaks Valley Rd Unit 2044

San Marcos, CA 92079 Attn: Jose Cardenas 760-208-8749 ("CONTRACTOR").

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

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

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

- 1. <u>Description of Services</u>. CONTRACTOR shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as <u>Attachment "A"</u> and incorporated herein by this reference ("Services").
- 2. <u>Compensation</u>. In exchange for CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed an annual sum of \$282,864, and a two-year total of \$565,728. CONTRACTOR shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

- 3. <u>Performance</u>. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.
- 4. <u>Termination</u>. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONTRACTOR with 10 days' advance written notice. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.
- City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.

## 6. Insurance Requirements.

- a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
  - (1) Commercial General Liability. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
  - (2) Automobile Liability. ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
  - (3) Workers' Compensation. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
  - (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
  - (1) Acceptability of Insurers. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
  - (2) Additional Insured Status. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later

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

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

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

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.
- 8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
- 9. <u>Attorney's Fees and Costs</u>. 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.
- Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
- Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.
- 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. <u>Anti-Waiver Clause</u>. 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.

- 14. <u>Severability</u>. 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.
- 15. <u>Governing Law</u>. 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.
- 16. <u>Counterparts</u>. 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.
- 17. <u>Provisions Cumulative</u>. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
- 18. <u>Notice</u>. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.
- 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.
- 20. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
- 21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <a href="http://www.dir.ca.gov/oprl/dprewagedetermination.htm">http://www.dir.ca.gov/oprl/dprewagedetermination.htm</a> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
- 22. <u>Department of Industrial Relations Compliance</u>. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

- 23. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONTRACTOR agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
- 24. <u>Effective Date</u>. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

	CITY OF ESCONDIDO
Date:	Dane White, Mayor
	Makelele Systems Landscape & Maintenance, Inc.
Date:	Signature
	Name & Title (please print)
APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY MICHAEL R. MCGUINNESS, CITY ATTORNEY	
BY:	

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

# ATTACHMENT "A" Scope of Work

## A. <u>General</u>

Makelele Systems Landscape & Maintenance, Inc., a California corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with landscape maintenance services within the City's Landscape Maintenance Districts ("LMD").

#### B. Location

Contractor will provide services at the LMD zones in accordance with the locations listed in <u>Exhibit</u> 1 to this Scope of Work, which is attached hereto and incorporated by this reference.

#### C. Services

Contractor will perform services in accordance with <u>Exhibit 2</u> to this Scope of Work, which is attached hereto and incorporated by this reference.

### D. Scheduling

Contractor will schedule work in accordance with the requirements listed in Exhibit 2 and by contacting Brad Mason at 760-839-4665 or brmason@escondido.org. Work shall be performed inbetween the hours of 8 a.m. and 6 p.m., Monday through Friday.

### E. Contract Price and Payment Terms

The contract price of this Agreement shall not exceed an annual sum of \$282,864 and a two-year total of \$565,728. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

#### F. Term

The initial performance period of this contract shall be for two years beginning on July 1, 2023 through June 30, 2025 ("Initial Term"). The Initial Term of this Agreement shall be:

- Year 1 (FY 2023/24): July 1, 2023 through June 30, 2024
- Year 2 (FY 2024/25): July 1, 2024 through June 30, 2025

Upon satisfactory performance by Contractor and mutual agreement of the Parties, the City shall have the option to renew this Agreement for three additional one-year terms beyond the Initial Term. The additional one-year option periods shall be as follows:

- Year 3 (FY 2025/26): July 1, 2025 through June 30, 2026
- Year 4 (FY 2026/27): July 1, 2026 through June 30, 2027
- Year 5 (FY 2027/28): July 1, 2027 through June 30, 2028

Resolution No. 2023-68 Exhibit "A" Page 9 of 66

Item6.

# Exhibit 1

# **LMD Overall Zone Map**

**And Zone Description** 

## **LMD Zone Descriptions**

### LMD Zone 1 – Rancho Verde

The project area is within the Rancho Verde subdivision, Tracts 523A, 523B, 653 and 692 which are located north of Via Rancho Parkway at Eucalyptus Avenue. The improvements to be maintained are the entryway improvements including the parkway landscaping on both the east and west side of Eucalyptus Avenue extending a distance of approximately 400 feet from Via Rancho Parkway.

Area = 33,000 Sq. Ft.

### LMD Zone 2 - Nutmeg

Located on the west side of Nutmeg Street, south of Sunset Heights Road. The improvements to be maintained include the slope/parkway landscaping on the west side of Nutmeg Street, the slope landscaping on the north side of the service road south of the tract, and the slope/parkway landscaping on the south side of Sunset Heights Road.

Area = 17,200 Sq. Ft.

### LMD Zone 3 – Eleventh/Valley

Located at the southwest corner of West Eleventh Avenue and West Valley Parkway. The improvements to be maintained include the slope and parkway landscaping on the west side of West Valley Parkway, and a small portion of parkway landscaping on the south side of Eleventh Avenue.

Area = 18,200 Sq. Ft.

## LMD Zone 4 – El Norte/Rees

Located on the north side of El Norte Parkway and the west side of Rees Road from Rees Road to approximately 1000 feet east of Bennett Avenue. The improvements to be maintained include crib wall, slope and parkway landscaping on the north side of El Norte Parkway, and parkway landscaping on the west side of Rees Road adjacent to the homes in Tract 721.

Area = 14,700 Sq. Ft.

### LMD Zone 5 – La Honda (north)

Located on the east side of La Honda Drive beginning just south of Dublin Lane and continuing north up La Honda Drive. The improvements to be maintained are the slope/parkway landscaping on the east side of La Honda Drive north and south of Dublin Lane, and the slope/parkway landscaping on Dublin Lane at the entry to Tract 723.

Area = 37,300 Sq. Ft.

### LMD Zone 6 - N. Broadway/Brava

Located on the east side of North Broadway at the intersection of Brava Place. Improvements to be maintained include parkway landscaping north and south of Brava Place, and parkway landscaping on Brava place adjacent to environmental channel.

Area = 2,000 Sq. Ft. – not including channel maintenance

\*Any work done in the portion of the environmental channel flowing through the development, as indicated on the subdivision map, will be billed as extra work and is not part of the monthly maintenance. Channel maintenance must be preapproved by the Public Works Department and may be subject to additional environmental requirements and maintenance restrictions.

### LMD Zone 7 – La Honda (south)

Located on the east side of La Honda Drive beginning north of Trujillo Terrace and continuing north up La Honda Drive to the boundary of LMD Zone 5. The improvements to be maintained include the slope/parkway landscaping on the east side of La Honda Drive and the landscaping in a triangular-shaped lot on the corner of MacNaughton Lane and Glasglow Lane.

Area = 23,000 Sq. Ft.

## **LMD Zone 8 – East El Norte Parkway**

Located on the south side of El Norte Parkway between Justin Way and Kaile Lane. The improvements to be maintained include parkway landscaping.

Area = 2,722 Sq. Ft.

#### LMD Zone 9 – Laurel Valley

The project areas are within the Laurel Valley subdivision, Tract 655. The area is generally south of Rincon Avenue and on the east and west sides of Ash Street. This tract has 156 single family homes. The improvements to be maintained include 2.31 acres of turf, 1.46 acres of plateau grass, 1.49 acres of landscaped slopes, and 0.12 acres of shrubs/groundcover.

Area = 234,353 Sq. Ft.

### LMD Zone 10 - Country Club Lane

The improvements to be maintained include the median landscaping on Country Club Lane west of Interstate 15 and northeast of Nutmeg St.

Area = 8,500 Sq. Ft.

#### LMD Zone 11 - Parkwood

Located on the north side of Rincon Avenue, south of Cleveland Avenue and east and west of Conway Drive. The improvements to be maintained include landscaping around the perimeter of the Parkwood development, median landscaping on Conway Drive between Rincon Avenue and Cleveland Avenue, open space Eucalyptus groves, and a turf lined drainage channel.

Area = 687,000 Sq. Ft.

## **LMD Zone 12 - Reidy Creek Environmental Channel**

The Reidy Creek Environmental Channel generally lies west of Centre City Parkway, north of Lincoln Avenue, and south of El Norte Parkway. The improvements to be maintained include the grass-lined slopes of the Reidy Creek Channel, including all shrubs and trees on the slopes. This channel is non-irrigated.

Area = 830,000 Sq. Ft.

\*Channel bed maintenance is not part of the monthly maintenance and invasive plant species will be removed and/or treated three (3) times a year and will be billed separately and approved by the City. Channel bed maintenance and may be subject to additional environmental requirements and maintenance restrictions.

## LMD Zone 13 - Centre City Parkway Median at Felicita Avenue

Located south of Felicita Avenue extending to approximately 500 feet south of Towne Centre Driveway. The improvement to be is the landscaping which includes trees, shrubs, and ground cover in the median on Centre City Parkway.

Area = 42,500 Sq. Ft.

### LMD Zone 14 - Lincoln

Located on the north side of Lincoln Avenue between Fig Street and Grape Street. The improvements to be maintained include the landscaping in the parkway on the north side of Lincoln Parkway adjacent to the homes in Tract 747.

Area = 2,000 Sq. Ft.

### LMD Zone 15 – Citrus/Washington

Located on the east side of Citrus Avenue and the south side of Washington Avenue. The improvements to be maintained include the landscaping in the parkway on the east side of Citrus Avenue and on the south side of Washington Avenue adjacent to the homes in Tract 805.

Area = 7,000 Sq. Ft.

### LMD Zone 16 – N. Broadway/Trellis

Located on the east side of North Broadway at the intersection of Trellis Lane. The improvements to be maintained include the parkway landscaping on the east side of North Broadway and the south side of Trellis Lane adjacent to the homes in Tract 741.

Area = 1,200 Sq. Ft.

### LMD Zone 17 – El Norte/Creekside

Located on the north side of El Norte Parkway east of Kaile Lane. The improvements to be maintained include parkway landscaping on the north side of El Norte Parkway and the east side of Kaile Lane.

Area = 6,240 Sq. Ft.

#### LMD Zone 18 – East Valley Parkway/Wanek

Located on East Valley Parkway just north of Wanek Road. The improvements to be maintained include parkway landscaping on the west side of East Valley Parkway north of Wanek Road adjacent to Tract 818.

Area = 1,265 Sq. Ft.

#### LMD Zone 19 – Brookside I and II

Located north of Rincon Avenue, east of North Broadway Avenue, west of Conway Drive, and south of North Avenue in Tracts 819 and 844.

Area = 448,000 Sq. Ft.

#### <u>LMD Zone 20 – Citracado</u>

Located on Citracado Parkway south of Greenwood Place adjacent to Tract 817. The improvements to be maintained include slope/parkway landscaping on the north, east and west sides of Citracado Parkway adjacent to Tract 817.

Area = 20,750 Sq. Ft.

#### LMD Zone 21 – El Norte/Greenway

Located on East El Norte Parkway east of Greenway Rise adjacent to Tract 823. The improvements to be maintained include slope/parkway landscaping on the north side of East El Norte Parkway adjacent to Tract 823.

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Area = 6,000 Sq. Ft.

#### LMD Zone 22 – El Norte/Woodland

Located on West El Norte Parkway and Woodland Parkway adjacent to Tract 808. Improvements to be maintained include slope/parkway on the north side of West El Norte Parkway and the east side of Woodland Parkway adjacent to Tract 808.

Area = 9,660 Sq. Ft.

### LMD Zone 23 – Harmony Grove

Located on Harmony Grove Road south of Princess Kyra Place adjacent to Tract 837. Improvements to be maintained include parkway landscaping on the north side of Harmony Grove Road east and west of Princess Kyra Place.

Area = 2,270 Sq. Ft.

### LMD Zone 24 – Encino/Juniper

Located on Encino Drive adjacent to Tract 824 and on Juniper Street adjacent to Tract 845. The improvements to be maintained include slope/parkway landscaping on the west side of Encino Drive north and south of Amparo Court, a detention basin near the southwest corner of Encino Drive/Amparo Court, slope/parkway landscaping on the east side of Juniper Street north and south of Amparo Drive and a detention basin on the northeast corner of Juniper Street/Amparo Court.

Area = 85,365 Sq. Ft.

### LMD Zone 25 – El Norte Parkway

Located on East El Norte Parkway west of Kaile Lane adjacent to Tracts 787R, 821, and 847. Improvements to be maintained include parkway landscaping on the north side of El Norte Parkway adjacent to Tracts 787R, 821, and 847.

Area = 6,216 Sq. Ft.

## LMD Zone 26 – Fig

Located on the east side of Fig Street just north of Stanley Court adjacent to Tract 856. Improvements to be maintained include parkway and drainage landscaping on the east side of Fig Street north and south of Jets Place adjacent to Tract 856.

Area = 1,836 Sq. Ft.

## <u>LMD Zone 27 – Washington Hills I (aka Chaparral Ridge & Glen)</u>

Located on the north and south sides of El Norte Parkway and the north side of Washington Avenue. Improvements to be maintained includes the parkway landscaping adjacent to the Chaparral Ridge and Chaparral Glen Development.

Area = 29,903 Sq. Ft.

#### LMD Zone 28 – Eureka Springs

Located on the north side of El Norte Parkway from Key Lime Way to East Valley Parkway, on the west side of East Valley parkway from El Norte Parkway to Beven Drive, on the east side of El Norte Parkway from Eureka Drive to Beven Drive, and in the Median from El Norte Parkway to Beven Drive. Improvements include trees, shrubs, turf, and groundcover.

Area = 287,000 Sq. Ft.

#### LMD Zone 29 – Felicita Road

Located on the west side of Felicita Road, north and south of Rockwell Springs Court adjacent to Tract 861. Improvements to be maintained includes parkway and drainage landscaping. **Area = 4,578 Sq. Ft.** 

#### LMD Zone 30 - Fig Street

Not in contract

### **LMD Zone 31 - ERTC**

Not in contract

### LMD Zone 32 – Washington Hills II (aka Chaparral Creek)

Located on the south side of Washington Avenue, east and west of Trovita Court. Improvements to be maintained include parkway landscaping.

Area = 875 Sq. Ft.

### LMD Zone 33 – El Norte/Midway

Located on the north side of El Norte Parkway, east and west of Midway Drive. Improvements to be maintained include slope, parkway, and drainage landscaping on El Norte Parkway and Midway Drive adjacent to Tract 883.

Area = 4,000 Sq. Ft.

### LMD Zone 34 - Idaho

Located on the north side of Idaho Avenue, west of Purdum Lane. Improvements to be maintained include slope, parkway, and drainage landscaping.

Area = 7,000 Sq. Ft.

#### LMD Zone 35 – Hamilton Lane

Located on the south side of Hamilton Lane east and west of Hamilton Place adjacent to Tract 889. Improvements to be maintained include parkway and drainage landscaping.

Area = 5,550 Sq. Ft.

#### <u>LMD Zone 36 – Stanley/Lerner</u>

Not in contract

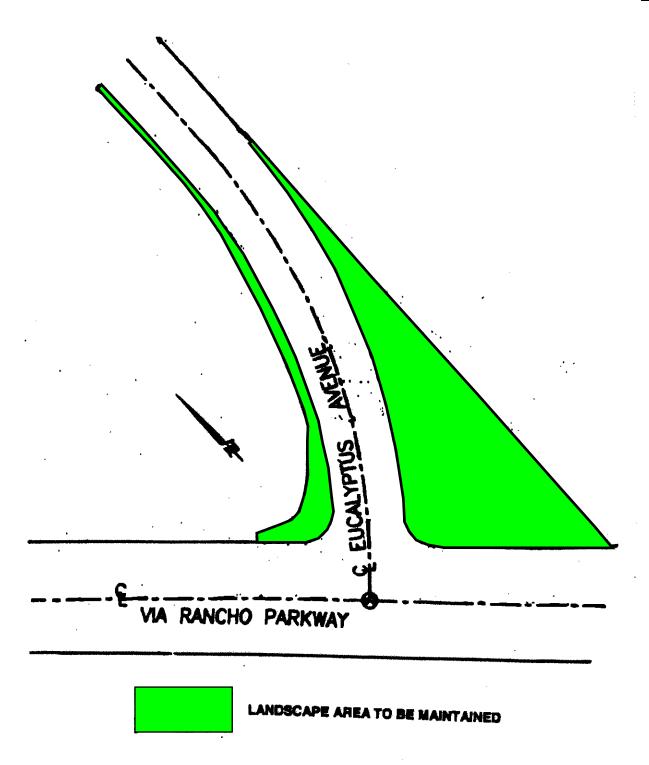
#### <u>LMD Zone 37 – Gamble</u>

Not in contract

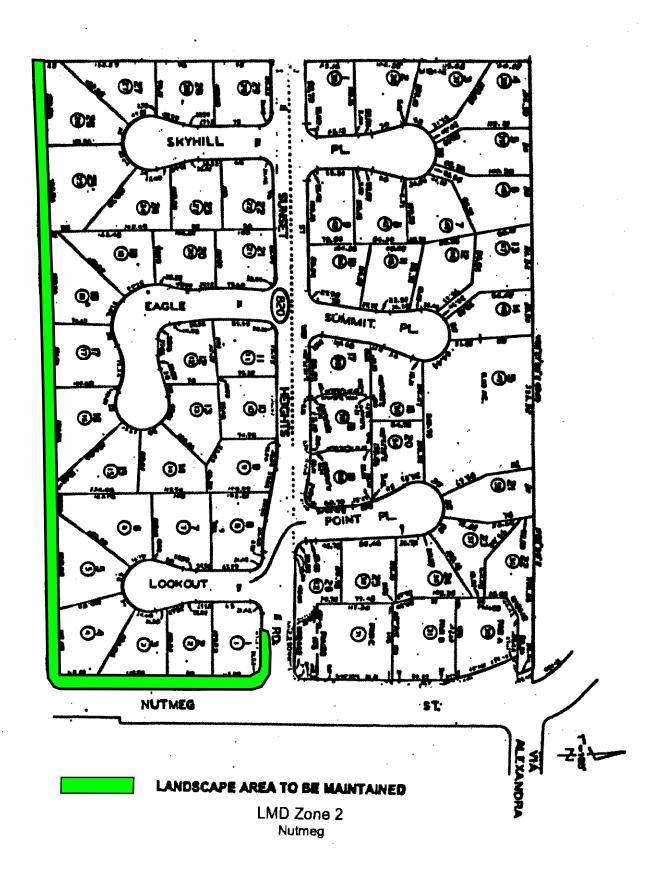
#### LMD Zone 38 - Campbell Place

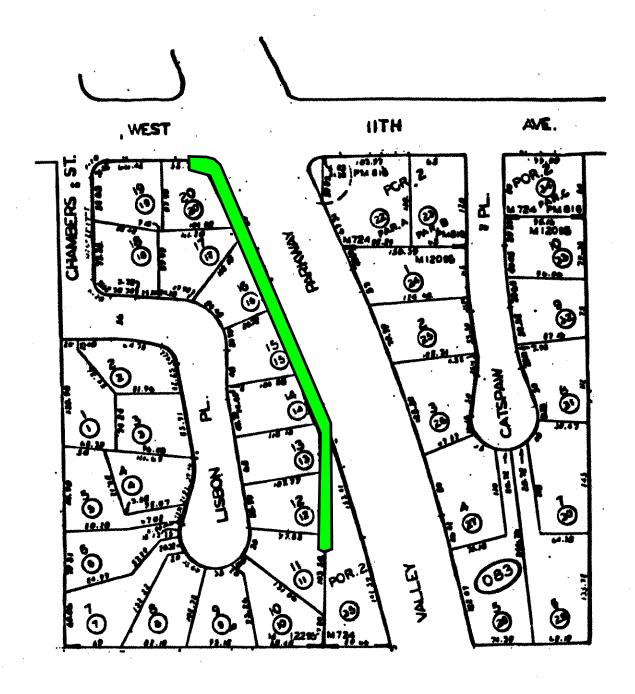
Located on the west side of Citrus Avenue, south of East Washington Avenue and north of the Flood Control Channel. Improvements to be maintained include parkway and drainage landscaping.

Area = 2,000 Sq. Ft.

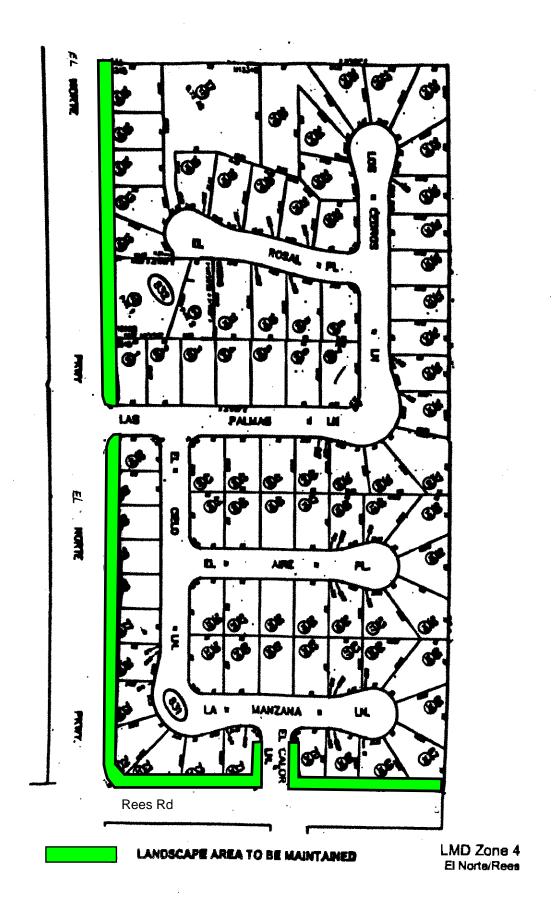


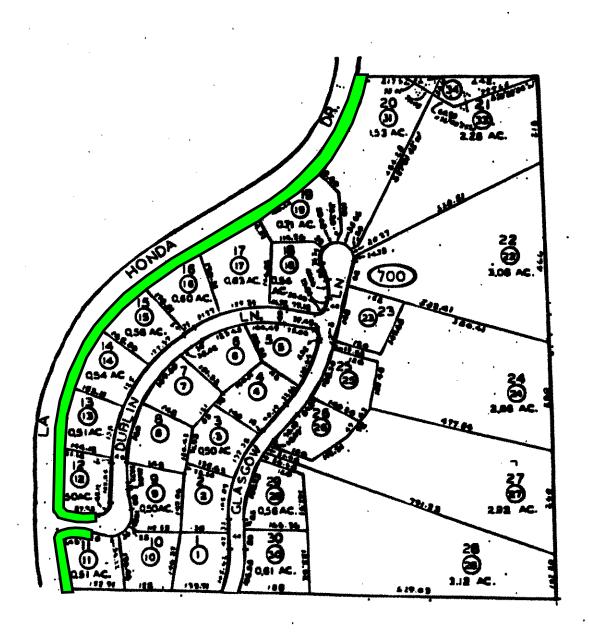
LMD Zone 1 Rancho Verde



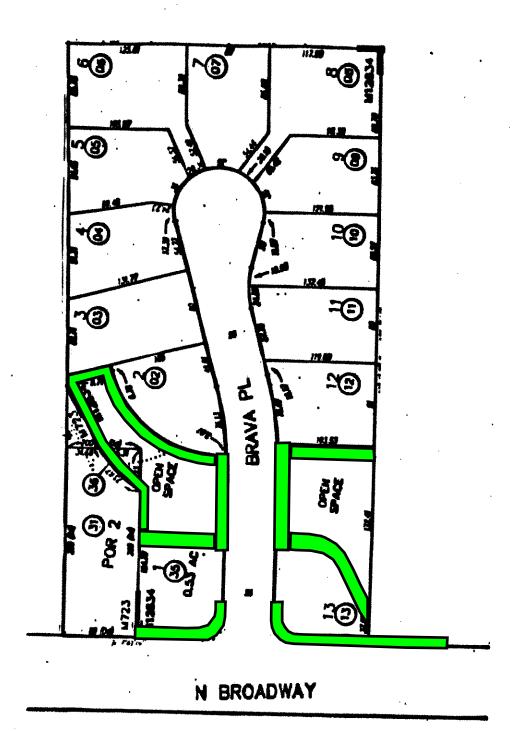


LMD Zone 3 Eleventh/Valley

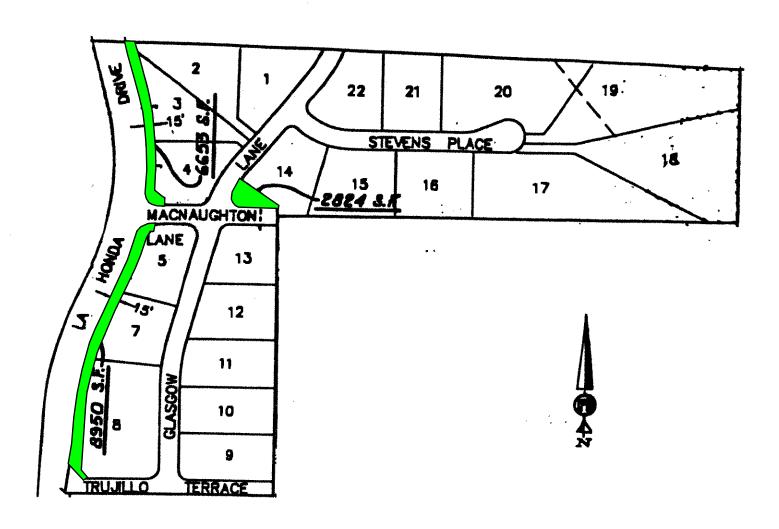




LMD Zone 5 La Honda (north)



LMD Zone 6 N. Broadway/Brava

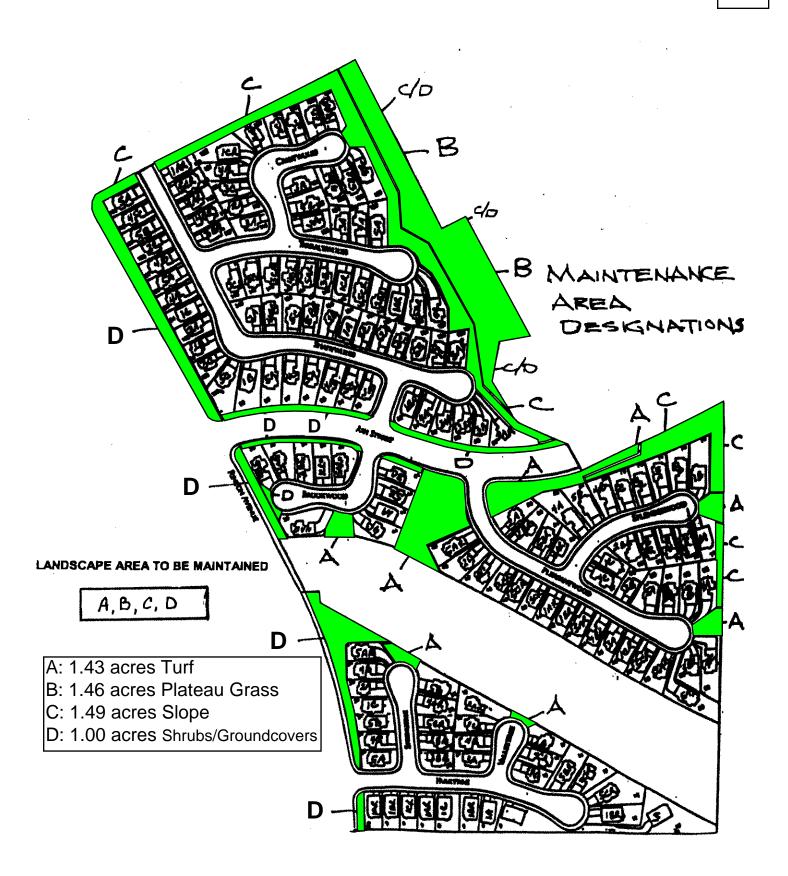




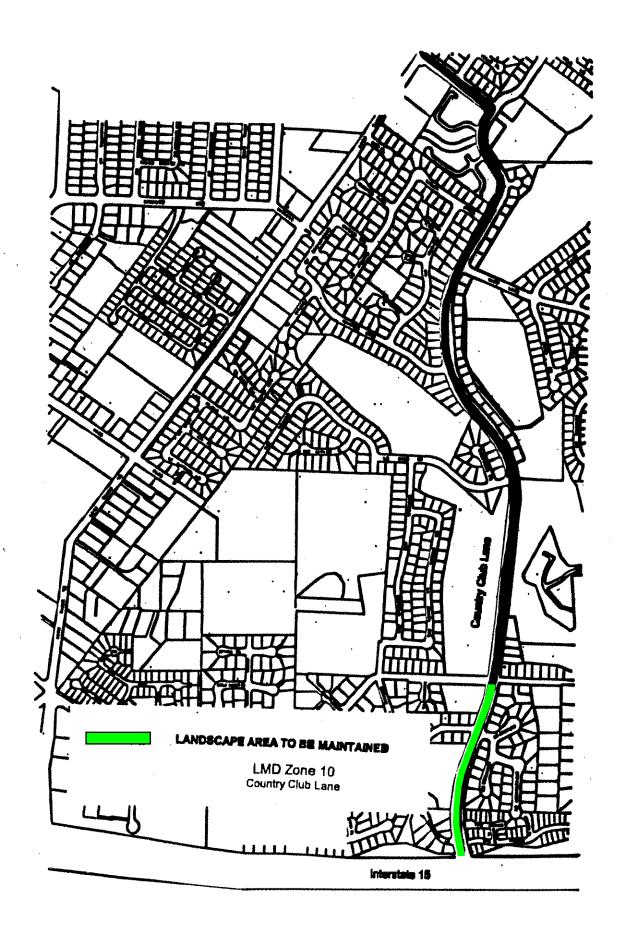
LMD Zone 7 La Honda (south)



LMD Zone 8



LMD Zone 9 Laurel Valley



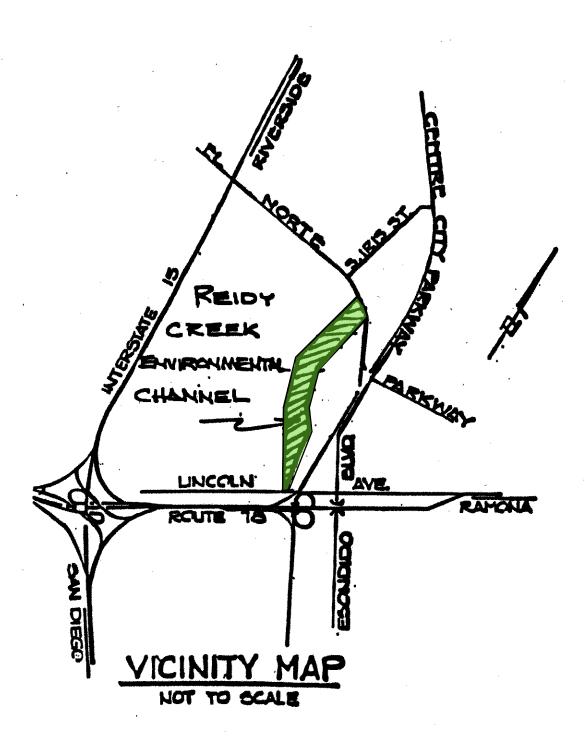
Item6.



Lots: 40, 60, 88A, 88B, 130, 169, 225, 262, and Conway Medians

LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 11 Parkwood

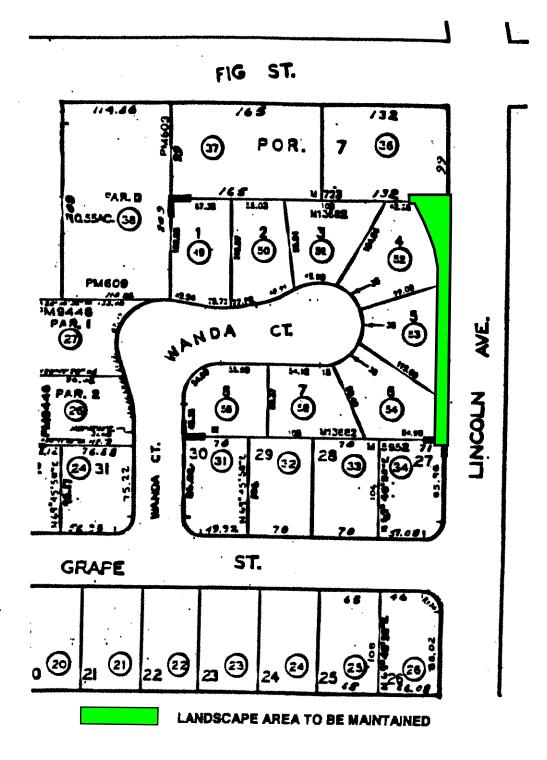




LMD Zone 12
Reidy Creek Environmental Channel



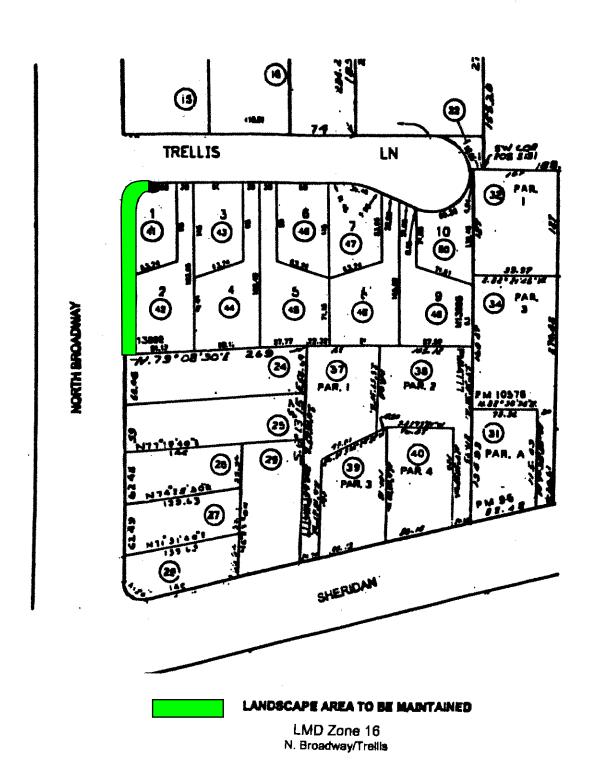
LMD Zone 13 CCP Median at Felicita

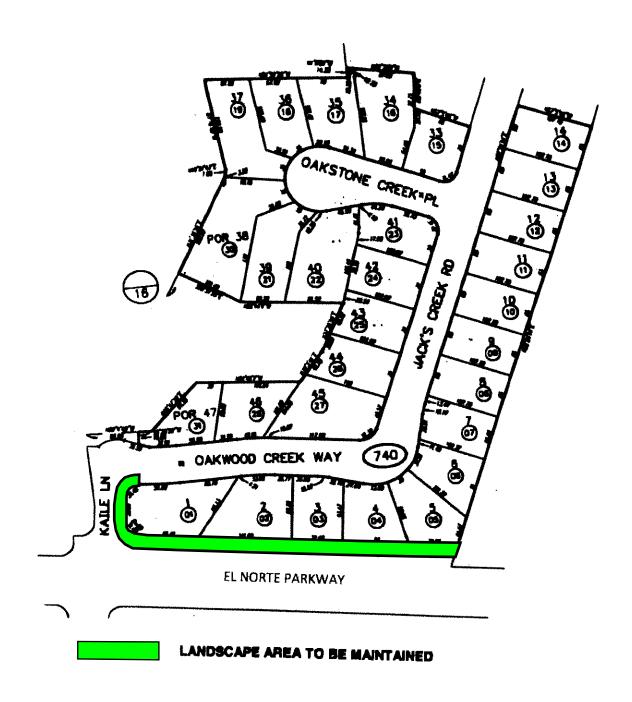


LMD Zone 14 Lincoln

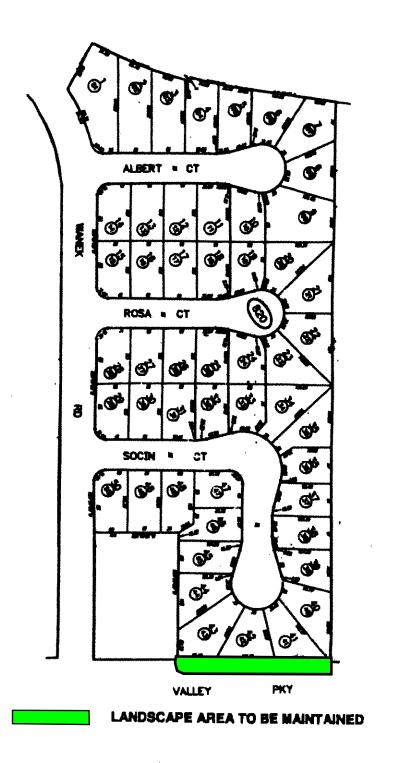


LMD Zone 15 Citrus/Washington

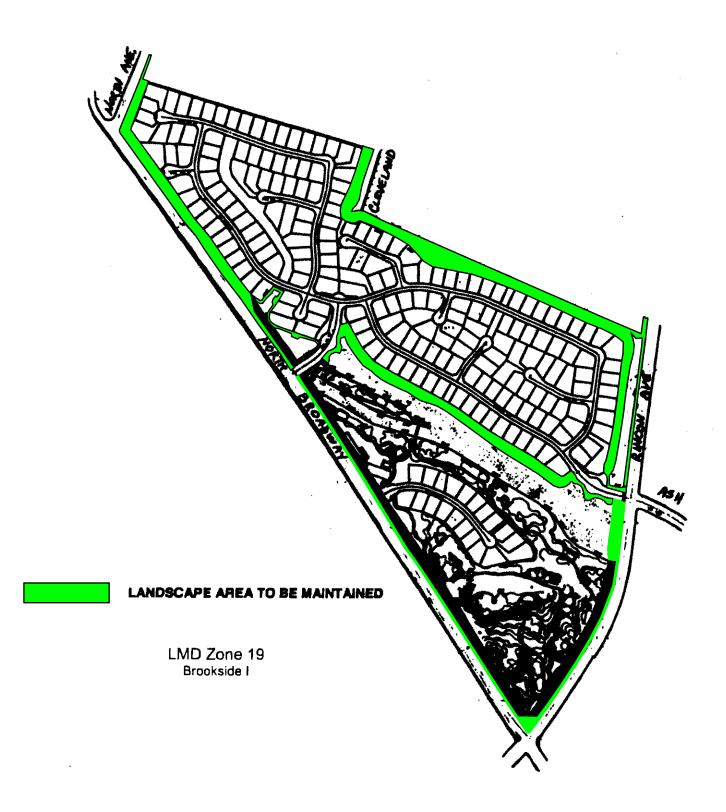


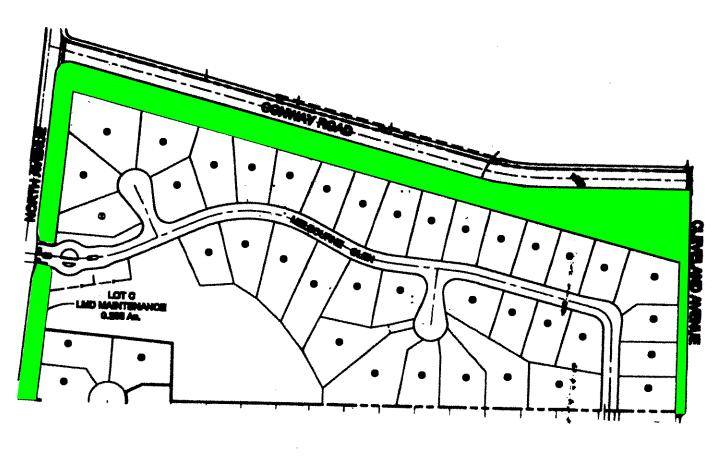


LMD Zone 17



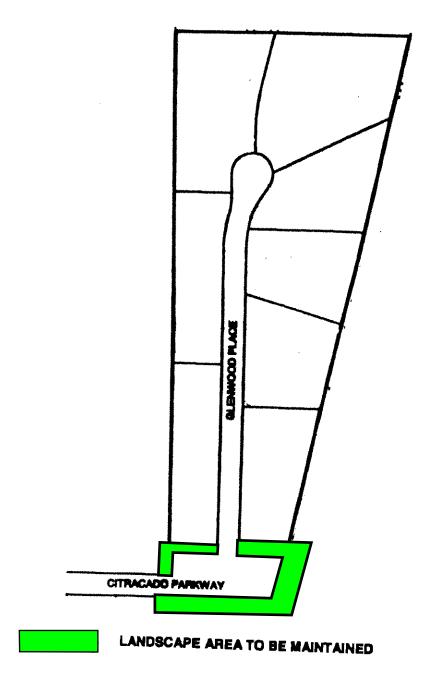
LMD Zone 18
East Valley Parkway/Wanek



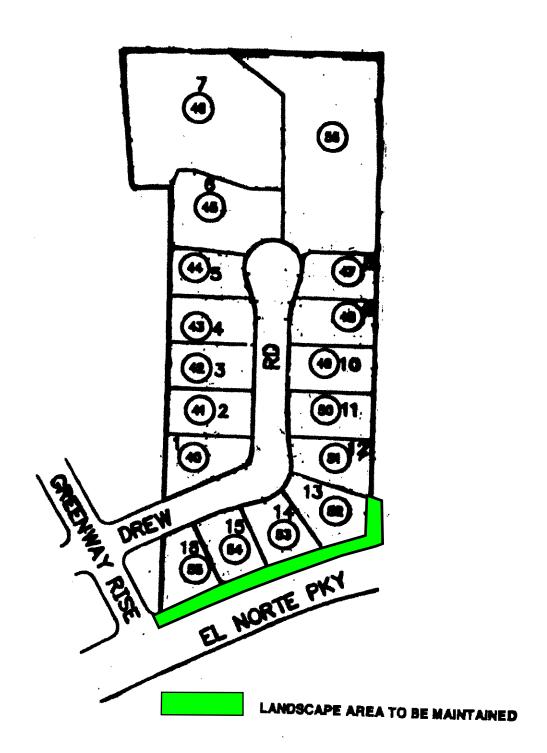




LMD Zone 19 Brookside II



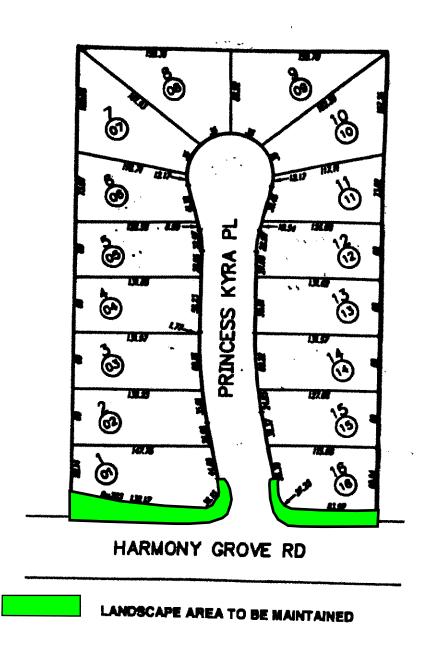
LMD Zone 20 Citracado



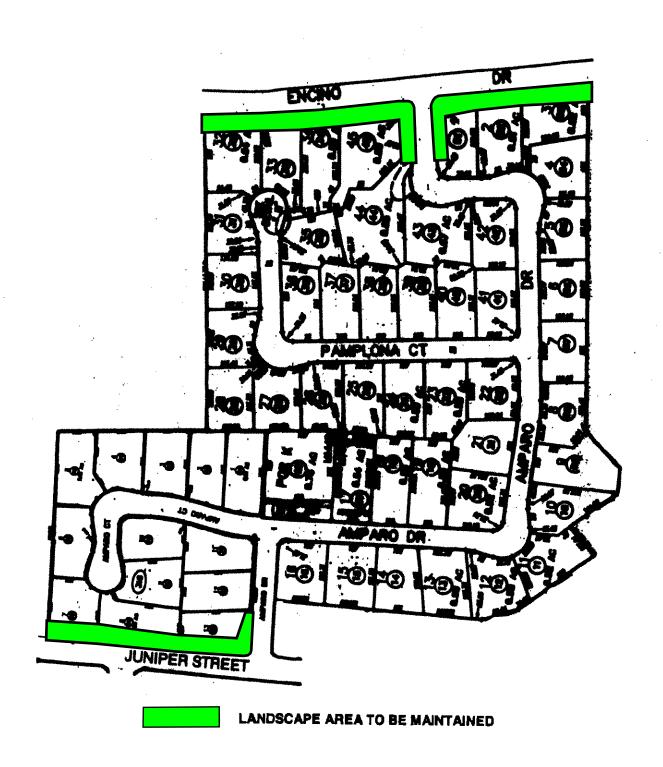
LMD Zone 21 El Norte/Greenway



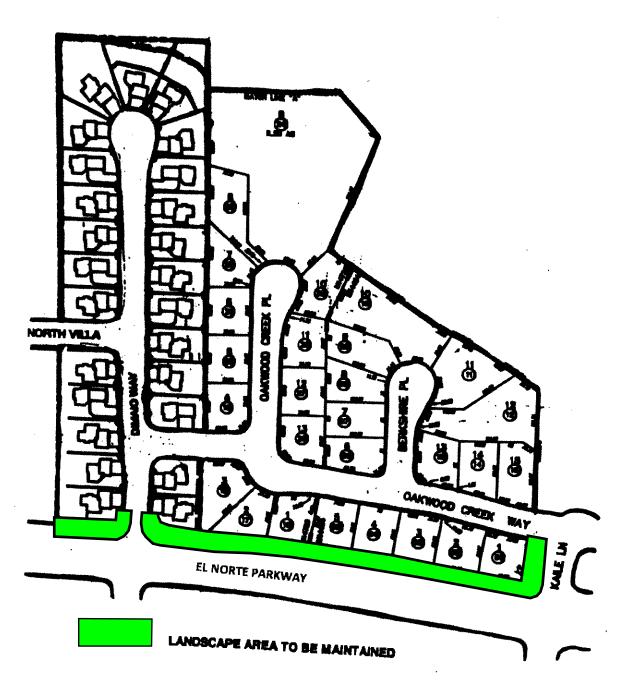
LMD Zone 22 El Norte/Woodland



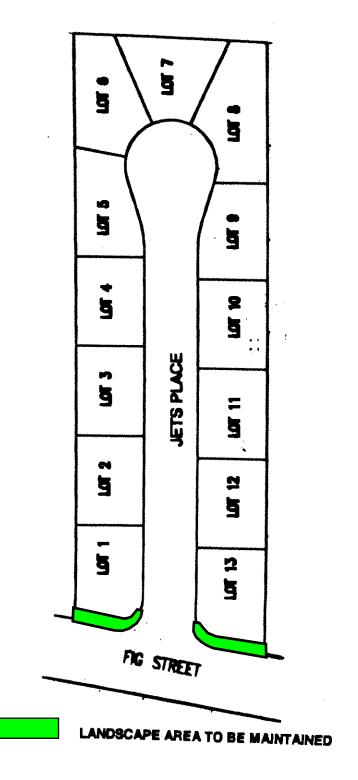
LMD Zone 23 Harmony Grove



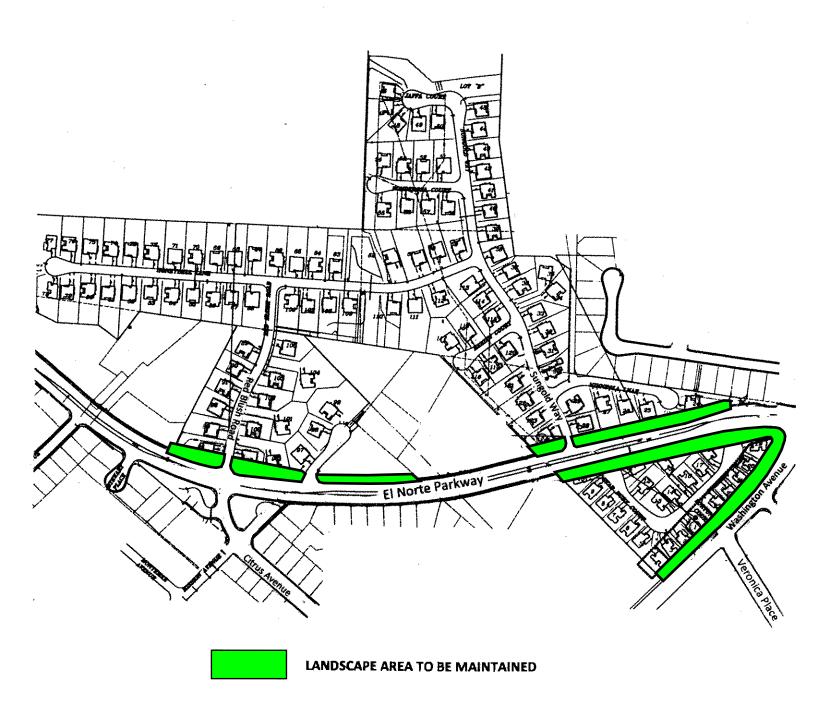
LMD Zone 24 Encino/Juniper



LMD Zone 25

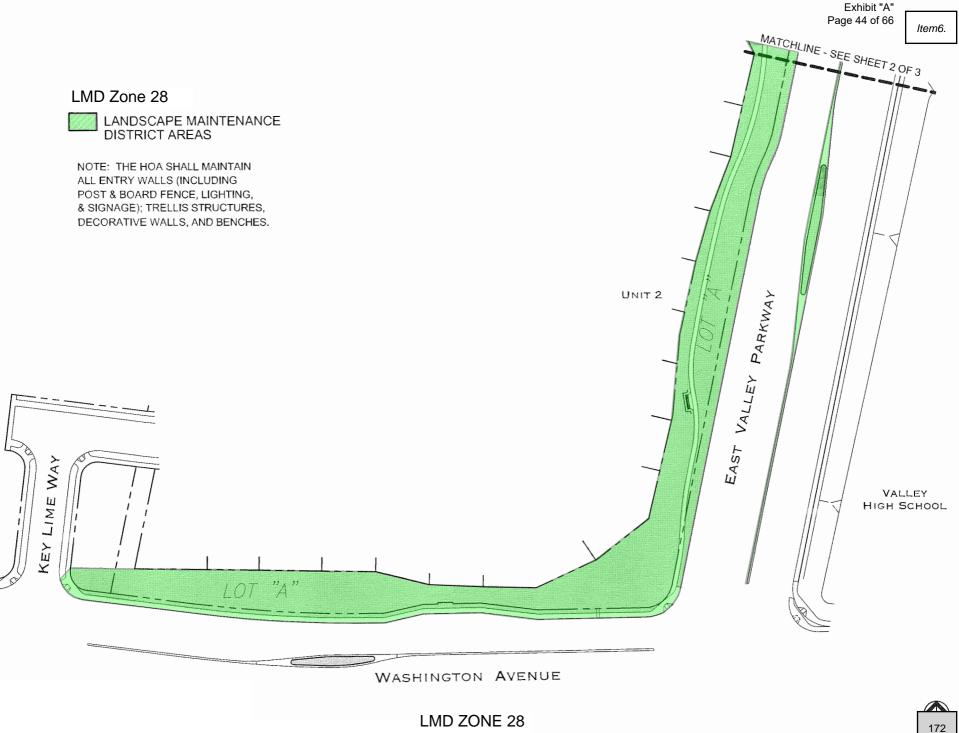


LMD Zone 26 Fig



LMD Zone 27
Washington Hills I

(aka Chaparral Ridge & Glen)

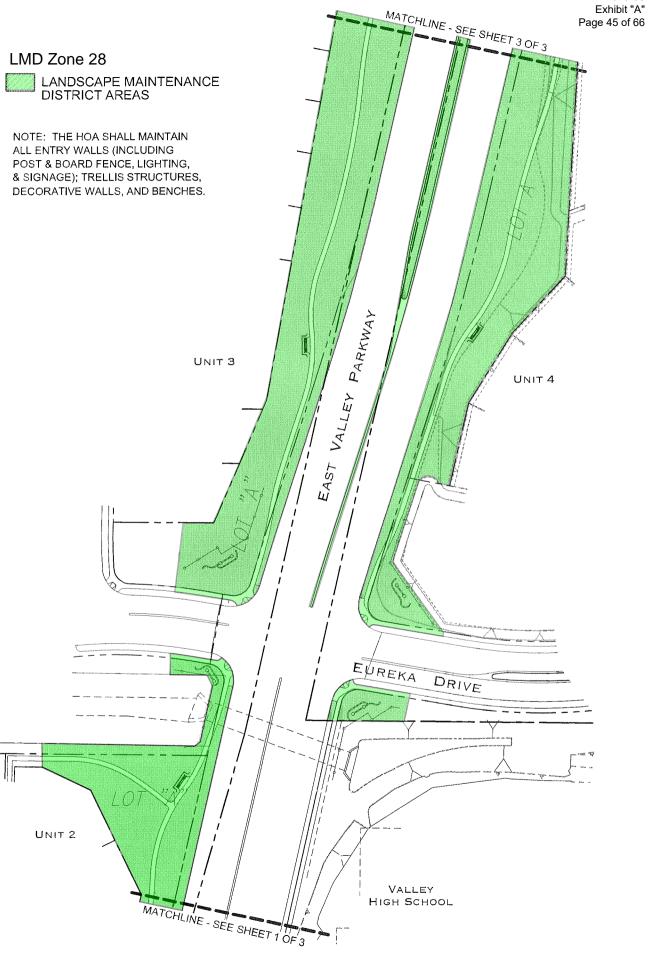


Resolution No. 2023-68

Eureka Springs

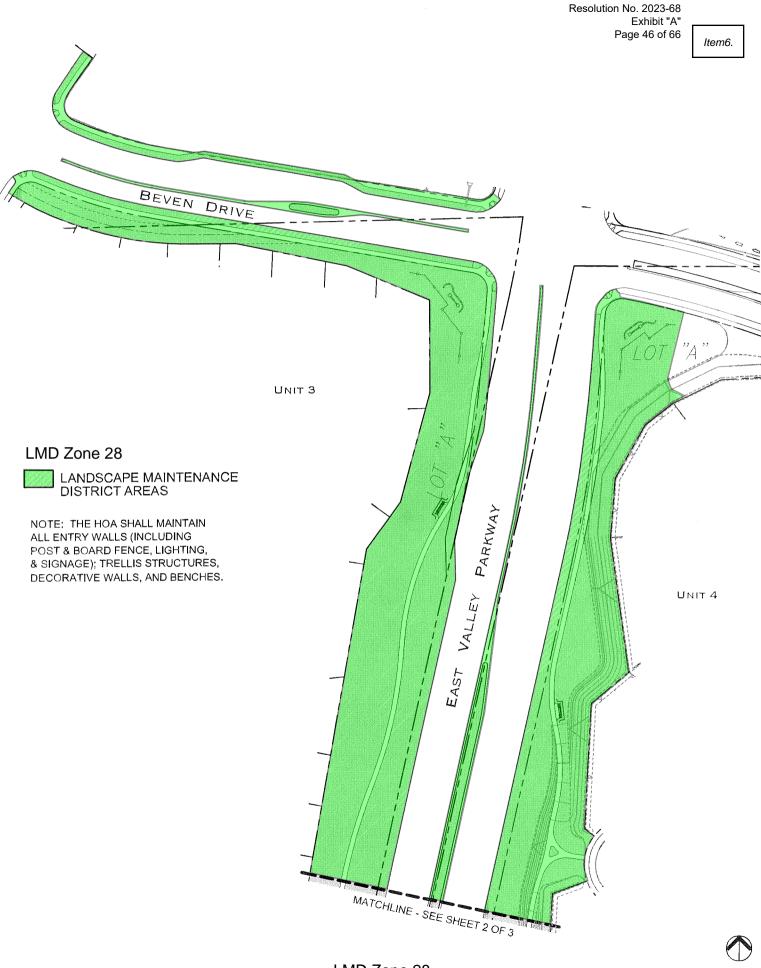
Resolution No. 2023-68 Exhibit "A"

Item6.

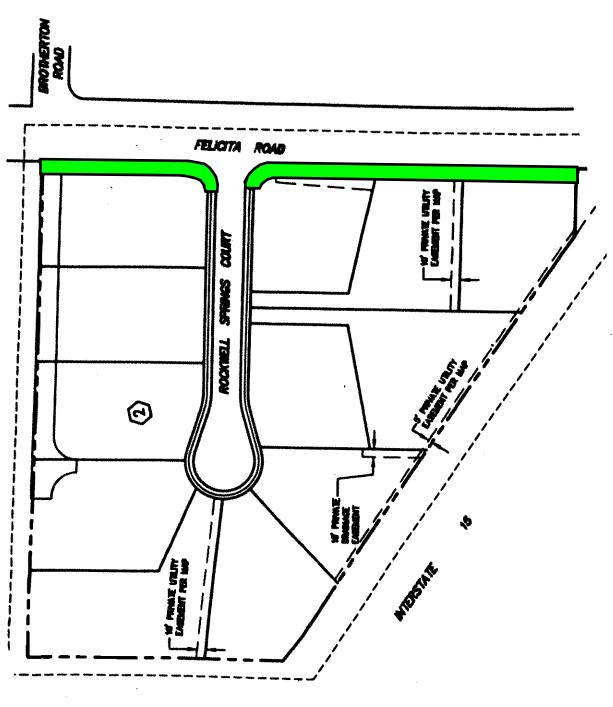




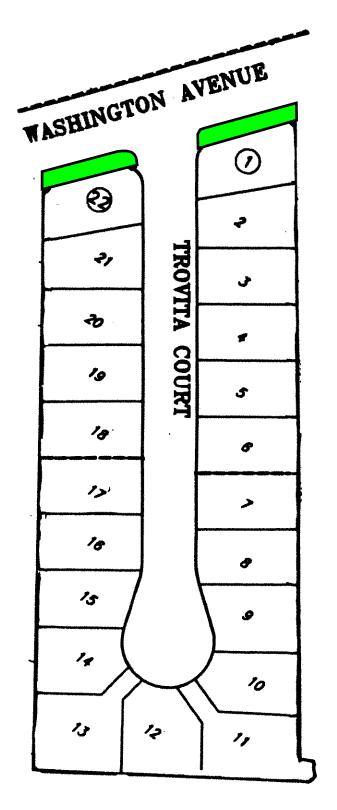
173



LMD Zone 28 \* DEPICTION IS FOR ILLUSTRATIVE PUR Eureka Springs ONLY. AS-BUILT CONDITIONS WILL CO



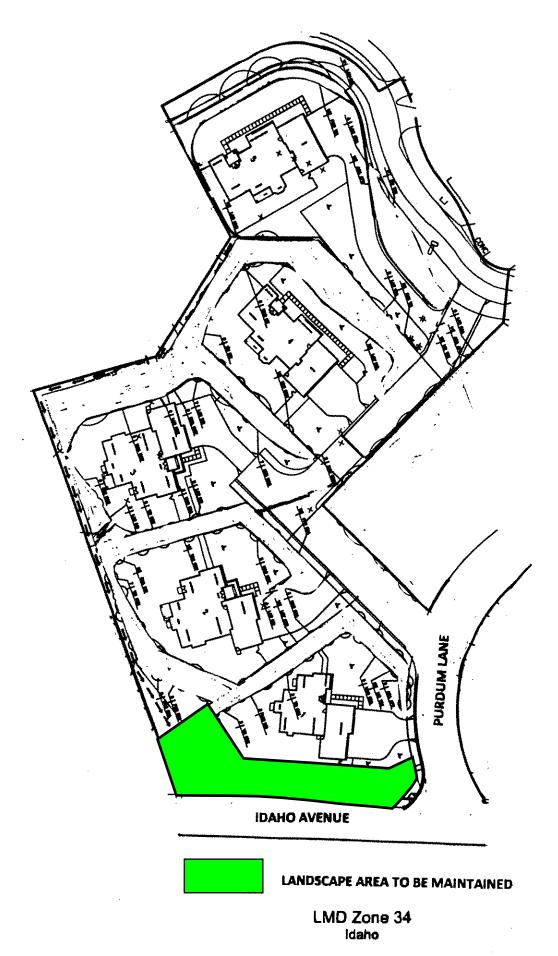
LMD Zone 29 Felicita Road



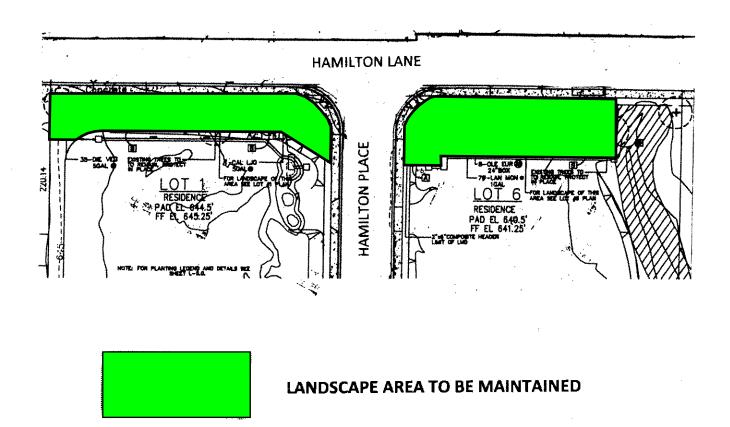
LMD Zone 32 Washington Hills II (aka Chaparral Creek)



LMD Zone 33 El Norte/Midway



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LMD Zone 35
Hamilton Lane

Item6.

#### **EXHIBIT 2**

# LMD LANDSCAPE MAINTENANCE SERVICES SPECIAL PROVISIONS AND MAINTENANCE SPECIFICATIONS

#### A. SCOPE OF WORK

The work consists of general landscape maintenance within the City of Escondido Landscape Maintenance District. The work includes mowing, edging, weeding, fertilizing, litter control, debris removal, maintenance of all plants, maintenance of the irrigation systems, and the replacement of any damaged or vandalized irrigation equipment or plant material. Contractor will be responsible for the replacement of any damaged plant materials caused by negligence from the contractor at the contractor's expense.

Contractor shall provide all equipment, materials, supplies and labor to successfully carry out the requirements of the contract.

#### B. PROJECT LOCATIONS/ DESCRIPTIONS

See Exhibit 1, "LMD Overall Zone Map and Zone Descriptions".

#### C. PUBLIC CONVENIENCE

The Contractor shall conduct the work at all times in a manner which will not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

#### D. SCHEDULE OF WORK TO BE DONE

The Contractor shall accomplish all normal landscape maintenance required under this contract between the hours of 7 a.m. and 6 p.m., Monday through Friday. No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 7 a.m., except in the case of a situation deemed emergency in nature.

The selected Contractor shall establish and submit an initial schedule of work to be followed in the performance of this contract within 15 days after the notice of selection and prior to the signing of the contract. This schedule shall be updated monthly and list days, times, locations, and type of work the Contractor will be performing. Any changes in work schedule or employees shall be submitted to the City for approval.

#### E. EXAMINATION OF THE SITE

The Contractor shall visit the site of the proposed work so as to be fully acquainted with the conditions and difficulties attending the performance of the contract. No additional compensation or relief from any obligations of the contract will be granted because of a lack of knowledge of the sites or conditions under which the work will be accomplished.

#### F. IRRIGATION SYSTEMS

- 1. The Contractor shall maintain the entire irrigation system. This includes, but is not limited to, the replacement, repair, adjustment, and inspections of the system to assure continued operation.
- 2. The Contractor shall inspect and test the operation of the irrigation system of each zone, twice per month for any malfunction including but not limited to: leaks or breaks, blocked spray pattern, clogged heads, spray adjustment, drip irrigation flushing, leaky and stuck valves). Irrigation inspection report shall be filled out by the contractor and submitted with the monthly maintenance invoice.
- 3. All repairs and/or replacement parts shall conform to the type and kind of the existing system. Any deviation must have prior approval from the City. All repairs shall be made within 72 hours of notification to the Contractor by the City. Repairs must be completed before the next watering cycle begins. Contractor shall not make repairs without prior written approval from the City.
- 4. Labor for incidental sprinkler repair and adjustment, such as controller schedule adjustments, rain delay requests, replacing batteries, cleaning nozzles (spray, rotary, drip emitters), flushing valves and pressure regulators, replacing sprinkler heads, bodies and irrigation equipment beyond the valve, will be included in the contract price. The City will reimburse the contractor for only cost of the parts for these repairs.
- 5. Major repairs, such as valve (control valves, ball valves, quick couplers) replacement, mainline and lateral line breaks, swing arm and riser replacement, wiring, and controllers; will be billed as extra work for parts and labor upon authorization from the City.
- 6. Contractor shall take a minimum of two photos (before and after) of each repair and submit with corresponding repair invoice.
- 7. Controller enclosures and irrigation boxes shall be kept clean of soil and debris (natural or other).
- 8. Irrigation systems which are on a Central Control System will be programmed by the City and the Contractor shall have user access to complete their regular irrigation maintenance and repairs. Contractor shall provide weekly/monthly recommendations to adjust.
- 9. Irrigation systems not on a Central Control System will be programmed on a monthly basis by the Contractor and approved by the City. Contractor shall utilize the controller capabilities to seasonally adjust irrigation schedules on a monthly basis.
- 10. Irrigation systems that are battery operated will be programmed on a monthly basis by the Contractor and approved by the City. Controller shall utilize the controller capabilities to seasonally adjust irrigation schedules on a monthly basis. Batteries shall be replaced on every year.
- 11. Irrigation systems that are solar operated will be programmed on a monthly basis by the Contractor and approved by the City. Contractor shall ensure that the solar controller panel is cleaned during regular irrigation maintenance and free and clear of any landscape material that would block the solar controller panel.

- 12. Water usage shall not exceed the amount required to comply with irrigation schedules established by the Contractor and approved by the City. The irrigation watering schedule shall be turned off via the Rain Delay function prior to expected rain events resulting in enough rainfall to constitute a watering schedule and must notify the City. After a rain event the water must remain off for a minimum of 48 hours, after such time it is the responsibility of the contractor to verify the rain delay function is off and the normal irrigation schedule is back on and make any necessary adjustments to the irrigation controller to accommodate future watering needs and must notify the City. At no time, should backflow device valves be turned off in lieu of turning off controller or utilizing rain delay function.
- 13. The contractor shall be responsible and liable for any damages to public or private property resulting from excessive irrigation water runoff. A deduction from the Contractor's monthly payment can be made if repairs are not made in 72 hours of notification to the Contractor from by the City.
- 14. The City will be responsible for backflow repairs and annual certification tests. Sites using recycled water require special training and certification of employees. Contractors must possess this certification in order to comply with recycled water regulations. Copies of certificates to handle recycled water must be submitted along with the five copies of the overall work schedule.
- 15. Prior to the approval of the first monthly invoice, the Contractor shall submit to the City an irrigation schedule which will include the following information:
  - Controller identification
  - Start time for each controller station
  - Days programmed to water
  - Station numbers
  - Cycle time for each station
  - Total time for each station per day
- 16. The City will be notified of any changes in the irrigation schedule within 72 hours of said change. Any modification to this irrigation schedule reporting requirement will require approval from the City.

### G. REMOVAL OF TRASH AND DEBRIS

- Contractor shall be responsible for landscape areas within the specific maintenance area
  to be cleaned and to be kept free of debris, not limited to, the following: bottles, cans,
  paper, cardboard, private advertisement signs, metallic items, undesirable materials, and
  trash on a bi-weekly basis.
- 2. Promptly after the mowing, trimming, raking, weeding, edging, and other work required under this contract, the Contractor shall remove all debris generated by the performance of the work.
- 3. Promptly after working in the areas of public walks, driveways, or paved areas, areas shall be cleaned to be free of clippings and other debris.

4. Litter must be removed at a minimum of one time per week, typically Mondays for the following main thoroughfares at high traffic landscape areas:

### H. WEED CONTROL

- 1. Contractor shall be responsible for all landscape areas within the specified maintenance area to be kept free of weeds on a bi-weekly basis. The cost of herbicides and application labor is the responsibility of the contractor.
- 2. All work involving the transport and use of herbicides shall be in compliance with all Federal, State, County, and local laws. The Contractor shall possess all valid State and County licenses and permits required to transport and for application operations.
- Contractor shall apply pre and post emergent systemic herbicide as needed or by the request of the City at no additional charge. Preventive and post weed control is the responsibility of the Contractor. Any pre and post emergent herbicide used will be considered a weed management tool.
- 4. Spot treat or mechanically remove weeds as necessary. Hand weeding or spottreatment of areas shall be controlled by hand or mechanical methods. However, manual weed control shall not be substituted for herbicide applications.
- 5. Contractor shall submit in writing to the City prior to the application of any herbicide and must be approved by the City. Such authorization shall depend upon the Contractor's submission to the City the information outlined below:
  - Date and approximate time
  - Location Zone #
  - Product label info with any applicable Material Data Safety Data Sheets
  - Manufacturer's recommended rates.
- 6. Turf areas shall be weed free and shall be treated as follows:
  - Between January 15 and February 15, a pre-emergent crabgrass control shall be applied to all turf areas.
  - Twice per year, in December and June, a broad spectrum fungicide shall be applied at the manufacturer's recommended coverage rate.
  - Contractor shall submit in writing to the City prior to the application and must be approved by the City.
- 7. All noxious plant materials such as, but not limited to, poison oak, shall be removed immediately by an approved method. Weeds and plant material removed shall be disposed by the Contractor off-site.

8. The Contractor shall possess a valid Qualified Applicator License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office. A Qualified Applicator License is required to apply restricted materials. It is the responsibility of the contractor to possess the correct necessary licenses to apply the effective product.

### I. MAINTENANCE OF SHRUBS. VINES. PERENNIALS. XERISCAPE. AND GROUND COVERS

- 1. The Contractor shall be responsible for the maintenance of all shrubs and groundcover, leaf litter in the work area to maintain plants in a healthy, growing condition bi-weekly.
- 2. Planter areas shall remain weed free. Weeds, grasses, and invasive plant species, as identified by the City, shall be removed from planter areas no later than a week after being identified.
- 3. Shrubs shall be pruned monthly, or as often as necessary, to provide a neat and shapely appearance. Pruning shall not be excessive and methods shall provide a natural shape. Shrubs shall be maintained at a height no greater than 36" from top of curb at designated areas to allow for traffic safety.
- 4. All pruning shall be accomplished in a manner, which will permit the plants to grow naturally in accordance with their normal growth characteristics. Shearing or severe pruning of plants will not be permitted unless directed by the City. Dead or damaged limbs or branches shall be removed immediately and all pruning cuts shall be made cleanly with sharp pruning tools, with no projections or stubs remaining.
- 5. All groundcover shall be edged as needed but not to exceed three inches to prevent overgrowth on curb or sidewalk line. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Edging by chemical methods around trees, shrubs and along fence lines is approved as long as it does not adversely affect adjacent private landscaping.
- 6. All native and/or perennial plants shall be maintained to display natural growth habits and structure. Dead and woody plant material shall be removed by select pruning as needed in order to preserve the aesthetic value of the plant. Aggressive cut back trimming or "dead heading" to increase density and promote plant health shall be performed with written City approval no less than once annually, or more frequently as determined by the City.
- 7. Vegetation shall be trimmed back from all utility boxes, controller enclosures, valve boxes, quick couplers, and back flow devices. Vegetation shall not encroach onto sidewalks, curb and gutters, decomposed granite paths, private property, or roadways. Vegetation along walls shall be trimmed back a minimum of 18 inches away from wall. Vegetation shall not grow up trees or structures. Pruning for sight visibility clearance maybe required at any time and shall be expedited in order to address potential safety concerns.
- 8. Vines shall be trimmed close to walls to maintain a neat appearance. Vines shall be trimmed in order to maintain control and to prevent them from creping over walls. Vines shall be checked and secured with appropriate ties as necessary. When necessary, appropriate stakes and /or supports shall be utilized to promote directional growth. The

height of vines shall be maintained typically with in six inches of the top of the wall. Vines shall not be allowed to encroach onto trees.

9. Contractor shall knock down, fill holes, knock down and grade gopher mounds.

# J. TREE MAINTENANCE

- 1. All trees shall be maintained in their natural shapes. Tree maintenance shall be done according to the International Society of Arboriculture (ISA) standards and the standards and practices acceptable to the City.
- 2. The Contractor shall be responsible for the maintenance and upkeep of the trees within designated medians, parkways, planters, trail areas and slopes as provided. Contactor shall maintain a minimum vertical clearance area of eight feet under all trees and shall be limited to removal and disposal of any dead and/or broken branches, limbs that obstruct the right of way or present a potential hazard and any sucker growth located in or on the tree. Guidelines are furnished below:
  - a. Removal of dead, damaged or diseased parts.
  - b. Removal of water sprouts and suckers as they develop.
  - c. Shape and form shall include lifting of low tree branches to preventhazards.
  - d. Young trees shall be thinned and shaped as needed to promote a strong healthy structure.
  - e. Mature trees and those in excess of 20 feet in height shall be pruned and trimmed up to 14 feet in order to maintain a clean appearance.
  - f. Tree work shall be done with clean sharp tools. Cuts shall be made parallel with the collar but close enough to allow cambium growth around wound, perISA standards.
  - g. Median trees shall have no branches lower than 14 feet from top of curb, or as directed by the City to provide proper line of sight for traffic movement.
  - h. Trees along sidewalk or trail pathway shall have a minimum vertical clearance area of eight feet under all trees for pedestrian path of travel.
  - Trees along trail pathway with equestrian traffic shall have no branches lower than 14 feet from ground, or as directed by the City to provide vehicle and equestrian traffic. Lower branching may be appropriate for trees in background away from trail pathway.
  - j. Where necessary, as determined by the City, Contactor shall provide and post no parking signs 48 hours in advance of tree work, except when emergency work is necessary.
  - k. Tree Work above 14 feet shall be considered extra work and may be contracted out to tree trimming companies if necessary.

- I. Contractor shall maintain at their own expense all tree supports and stakes to allow for trees to grow in erect and upright manner.
- m. Tree supports shall be adjusted as necessary to conform with the caliber of the trunk to which it is attached. The Contractor shall remove or loosen any and all stakes and/or ties whenever girdling is causing damage to the trunk. Tree supports and stakes shall be inspected and removed when the tree has outgrown its support or as determined by the City.
- n. Contractor shall inspect all tree wells and remove any broken or unnecessary stakes that create a hazards condition to the public.
- o. Trees lost from the Contractor's negligence shall be removed and replaced by the Contractor with a like size and species at no cost to the City.

### K. TURF MOWING. EDGING and CHANNEL MAINTENANCE

- 1. Contractor shall be responsible for turf maintenance in the work area to maintain turf in a healthy, growing condition. Contractor shall be responsible for mowing, edging, trimming, fertilization and weed mitigation.
- 2. Mowing equipment shall be a power driven reel-type with rollers or a rotary-type deck mower and shall be configured so that the outer edges of the mower blades are covered with protective guards in accordance with manufacturer's design specifications. Mowing activity shall leave no signs of visible clippings on turf and shall be in alternating patterns. Blades shall be kept sharp at all times.
- 3. Mowing operations shall be scheduled Monday through Friday and shall be performed on the same day each week.
- 4. Turf areas shall be moved per the following schedule:
  - March thru November...... Weekly (total of 38 mowings)
  - December thru February......Every two weeks (total of 7 mowings)
- 5. Mowing height shall be determined by the turf type, time of year, and in agreement with the City. Recommended guidelines are furnished below:
  - Minimum mowed turf height shall be 2.5" 3" from March thru November
  - Minimum mowed turf height shall be 2.0" 2.5" from December thru February
- 6. Do not mow areas during rain events. Contractor shall adjust their work force in order to accomplish those activities that are not affected by weather. Contractor shall notify the City of all mowing missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within three working days, weather permitting.
- 7. Turf areas shall be inspected for all potential hazards such as holes, gopher mounds, rocks, glass, nails, or other debris prior to and after each mowing. All hazardous material shall be immediately removed by contractor. Contractor shall fill holes, knock down and grade gopher mounds.

- 8. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located with in the turf areas such as irrigation heads, irrigation valve boxes, quick couplers boxes, electrical boxes or fixtures.
- 9. The Contractor shall be responsible for edging all turf grass areas. All turf grass shall be edged along sidewalks, walls, fences, planters, rocks, paved and hard surface areas, irrigation related boxes, sprinkler heads and other features concurrently with the mowing operation at each location.
- 10. Sprinkler heads shall be kept free of grass and any debris to allow for proper operation and coverage.
- 11. Curbs, gutters, walkways, and all hardscape areas shall be cleaned free of accumulated grass clipping upon completion of each mowing operation. Grass clippings shall not be left on any area overnight.

The following areas have specific mowing/maintenance requirements as noted.

### 12. LMD Zone 9- LAUREL VALLEY

Mowing frequency shall be moved per the following schedule:

- Area A (Turf grass): Follow specifications in Section K.
- Area B (Plateau grass): Once a month.
- Area C (Slope areas): Shall be weed whipped once a month.
- Area D (Groundcover slope areas): Follow specification in Section I.

### 13. LMD Zone 11 - PARKWOOD

- a. The open space areas identified as lots 40, 88A, 888, 130, 225, and 262 shall be mowed per the following turf schedule:
  - March thru November...... Every two weeks (total of 20 mowings)
  - December thru February..... One time per month (total of 3 mowings)
- b. The storm drain channels up to the main channel crossing at Conway Drive shall be kept clean of all debris, sedimentation and unwanted vegetation.
- Contractor shall be responsible for performing weed abatement channel maintenance by weed whipping a minimum of once a month or as needed to maintain a weed free condition.
- d. The open space areas identified as lots 60 and 169 that contain Eucalyptus groves shall be mowed per the following annual grasses and weeds schedule:
  - Twice during the year at a time specified by the City. This normally will occur during the early Spring and early Summer months.

#### 14. LMD Zone 12- REIDY CREEK

- a. All culverts, drains, outlets in the Reidy Creel Environmental Channel shall be kept clean of all litter and debris. Plant material, such as cattails, woody plants, and grasses that impede water flow will be removed from culverts and drains.
- b. All groundcover and slope areas starting from creek line to property line in the Reidy Creek environmental channel shall be mowed nine times per year. The actual schedule for these mowings will be coordinated with the City.
- c. Invasive plant species treatments shall be considered to be extra work may be performed by the Contractor at the discretion and approved by the City, City forces, or by competitive bid at the sole discretion of the City. Invasive plant species treatments shall occur three times a year, but can vary depending on invasive plant growth rates. Typically, treatments shall occur per the following schedule:
  - March
  - June
  - September
- d. The treatment will consist of treating or removing the following:
  - Mexican Flam Palm (Washingtonia and Phoenix spp.) resprouts and seedlings
  - Yellow Flag Iris (Iris pseudacorus) resprouts
  - Giant Reed (Arundo donax) resprouts
  - Castor Bean (Ricinus communis)
  - Eurasian Blackberry (Rubus arrneniacus)
  - Japanese Honeysuckle (Fallopiajaponica)
- e. The Contractor shall possess a valid Qualified Applicator License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office. It is the responsibility of the contractor to possess the correct necessary licenses to apply the effective product.
- f. Contractor shall use a chemical treatment that is aquatic safe and the following recommendations are below:

Invasive Species	Application	Herbicide Treatment a uatic safe
Yellow Flag Iris	Spray	4% glyphosate + surfactant
Eurasian Blackberry	Spray	1% glyphosate + surfactant
Reed Arundo	Spray	5% glyphosate + surfactant

### 15. LMD Zone 19- BROOKSIDE I and BROOKSIDE 11

- a. Turf areas shall be moved per the following schedule:
  - January thru December........ Weekly (total of 52 mowings)
  - Edging along sidewalks, walls, fences, planters, rocks, paved and hard surfaces, and other features shall be done each time the turf grass is mowed.

# L. TRAIL DECOMPOSED GRANITE (DG) WALKWAY, PET WASTE RECEPTACLE MAINTENANCE

- 1. Trail and DG walkways shall be clean and free from debris and weeds on a bi-weekly basis.
- Contractor shall apply pre and post emergent systemic herbicide as needed or by the request of the City at no additional charge. Preventive and post weed control is the responsibility of the Contractor. Any pre and post emergent herbicide used will be considered a weed management tool.
- 3. Spot treat or mechanically remove weeds as necessary. Hand weeding or spot treatment of areas shall be controlled by hand or mechanical methods. However, manual weed control shall not be substituted for herbicide applications.
- 4. Contractor will perform regular maintenance to maintain a safe and level grade on all DG walkways, and will rake the DG walkways in accordance to maintain a safe and level grade, including following all inclement weather conditions. Contractor shall notify the City of dates of planned maintenance in advance.
- 5. Any patching or replacement of DG due to conditions or circumstances beyond the Contractor's control shall be replaced at City expense by the Contractor after approval by the City. DG material shall be of like kind to existing. An approved stabilizer product will be used in order to maintain a compact and uniform surface.
- 6. Contractor shall empty pet waste receptacles and replace can liners a minimum of three times a week: Monday, Wednesday, and Friday. Liners shall be provided by the contractor and be commercial grade (heavy duty), black in color, with a minimum 1.5 Mil thickness or better to contain waste without tearing.

# M. STORM WATER STRUCTURAL BMPs (SWALES, V-DITCH, DRAINS AND BASINS (DEBRIS, RETENTION, DETENTION, AND CATCH BASINS)}

- Contractor shall maintain all storm water structural BMPs (swales, V-ditch, drains, and basins) in specified maintenance area as part of their regular maintenance to insure operable flow. Operations shall insure that swales and drains are maintained free of sand, mud, rocks, and miscellaneous debris so that water will have unimpeded passage to its outlet.
- 2. Drains, V-ditches, grates, and/or collection boxes shall be inspected and cleaned, cleared of all debris as needed.
- Debris basins, retention basins, and detention basins shall be kept clear of all debris, including but not limited to leaf litter, trash, and tree branches. Contractor shall string trim or mow the bottom of all basins as part of their regular maintenance. Contractor shall remove all trimmings.
- 4. Contractor shall maintain all tree, shrub, and ground cover areas, including accompanying irrigation systems with in all debris basins, retention basins, and detention basins as described herein.
- 5. City will perform a mandatory annual inspection and certification to verify regular maintenance each year, typically prior to the rainy season after October.

# N. DISEASE AND PEST CONTROL

- 1. The Contractor shall regularly inspect all plants for presence of pest, disease or insect infestation.
- 2. The Contractor shall advise the City of disease or infestation and specify control measures to be taken. Upon approval, the Contractor shall implement the approved control measures exercising extreme caution in the application of spray material, dusts, or other materials utilized. This work will be considered an extra and may be billed as such with prior approval of the cost by the City.
- 3. All work involving the transport and use of pesticide and insecticide shall be in compliance with all Federal, State, County, and local laws. The Contractor shall possess all valid State and County licenses and permits required to transport and for application operations.
- 4. The Contractor shall utilize all safeguards necessary during disease or insect control operations to ensure the safety of the public and employees of the Contractor. Care shall be taken that no puddles or pools of water that contain chemical residue remain after completion of applications of any harmful chemicals. Also, no permanent sterilant chemicals shall be used. No chemicals shall stain or cause to stain any concrete, brick, boulders, rocks, pavement, controllers, or landscape plant material, or cause damage to same. As previously noted, the Contractor shall hold the City harmless for any damage and will repair or replace, as applicable, any damage caused by the use of chemicals.
- 5. The Contractor shall possess a valid Qualified Applicator License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office. A Qualified Applicator License is required to apply restricted materials. It is the responsibility of the contractor to possess the correct necessary licenses to apply the effective product. Example: for the gas type method of treatment for gophers, Aluminum Phosphide is a restricted product, the correct license would be required to apply this product.

# 0. REPLACEMENT OF PLANT MATERIAL

- 1. The Contractor shall replace at the Contractor's cost any tree, shrub, or ground cover plant, which is damaged or lost as a result of faulty maintenance. Dead plant material must be reported to the City within 72 hours. The plant must be removed and replaced within seven days after City's approval of the work.
- 2. Any plant damaged or lost by conditions or circumstances beyond the Contractor's control shall be replaced at City expense by the Contractor after approval by the City.
- 3. In order to ensure maximum healthy growth and overall aesthetic appearance of plantings in the work area, it may be desirable to replace certain plants. The City shall determine the necessity or desirability of such plant replacement. The Contractor will be responsible for the maintenance of the replacement plants at no extra cost to the City.

### P. FERTILIZATION

- 1. Contractor shall be responsible for fertilization in all landscape areas within the specified maintenance area. The cost of fertilizer and application labor is the responsibility of the contractor.
- One month prior to scheduled fertilization, Contractor shall notify the City in writing of application date, location, fertilizer formula to be applied and amount applied for each location. The contractor shall provide invoices or other documentation to verify fertilizer quantity purchased.
- 3. Turf fertilization schedule shall be accomplished three times a year with the following formula and intervals:

<u>Type and Source</u> <u>Time of Year</u>

3-1-2 Commercial April, August, October

4. Planter area fertilization schedule shall be accomplished three times a year with the following formula and intervals:

Type and Source Time of Year

1-1-1 Commercial April, August, October

5. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Fertilizer shall be evenly broadcast at the rate recommended on the manufacturer's label. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil.

### O. DISPOSAL AND RECYLING RESPONSIBILITY

- 1. In compliance with the Escondido Municipal Code (Chapter 14, Section 5) and state law (SB 1383) require residents, contractors and/or business owners to recycle organic waste, which includes landscape materials, food waste, food-soiled paper, and untreated wood.
- 2. Contractor is responsible for properly disposing and recycling green waste including but not limited to: grass clippings, brush, weeds, hedge trimmings, leaves, palm fronds, non-hazardous wood, like branches, untreated wood, and clean wood with either the City's franchised waste hauler or by self-hauling to an authorized recycling facility.
- 3. Contractor shall submit documentation such as copies of green waste weight tickets with monthly maintenance invoicing.

### R. PERFORMANCE DURING INCLEMENT WEATHER

- 1. During periods when inclement weather hinders normal operations, the Contractor shall adjust their workforce in order to accomplish other maintenance tasks that are not affected by weather. Contractor shall reschedule and complete all maintenance tasks that were not completed on the next available day that weather conditions permit such activities.
- Failure to adjust the work force and demonstrate that adequate progress has been completed, or failure to reschedule maintenance tasks, shall result in deduction of payment.

# S. INSPECTIONS AND MEETINGS

- The City shall conduct regularly scheduled inspections of the zones. Inspection reports
  depicting any and all deficiencies will be shared with the Contractor as they arise. The
  Contractor shall correct discrepancies and deficiencies within three days of the date of
  notice by the City.
- Monthly meetings will be scheduled between the City and the Contractor to discuss the
  overall maintenance services, including, but not limited to: landscape condition, plant
  health, watering schedules, presence of weeds, litter and debris, fertilization, pesticide use
  and program, and mowing schedules.

### T. FAILURE TO PERFORM SATISFACTORILY

- 1. The City may deduct from the Contractor's monthly payment for instances where the Contractor has failed to meet the work schedule and/or provide the required services.
- 2. The City will contact the Contractor by email or letter stating there has been a violation in the contracted work schedule and/or a failure to meet maintenance standards. The City will give the Contractor three days to make the correction unless additional time is approved by the City. Failure to make the correction may result in a deduction in payment equal to weekly cost breakdown from contractor's monthly rate for the zone.
- 3. The City will notify the Contractor prior to any deductions to allow for explanations. Subsequent violations may result in the City terminating the contract.

### U. EMERGENCY CALLS

- 1. The Contractor shall have the capability to receive and to respond immediately to call of an emergency nature during normal working hours of 7 a.m. to 6 p.m. and after hours.
- Contractor shall provide a 24-hour emergency contact person, who is familiar with the City's maintenance operation with phone number (not an answering service) for outside of normal working hours, including weekends and holidays.
- 3. During an after-hours emergency situation, the Contractor shall provide on-the-job response time of no more than one hour maximum upon notification by the City.

### V. PERSONNEL, VEHICLE, TRAINING, LICENSE, AND PERMITREQUIREMENTS

- 1. The Contractor must have a C-27 license.
- The Contractor shall possess a valid Qualified Applicator License issued by the State of California and be registered with the San Diego County Agricultural Commissioner's Office.
- 3. The Contractor shall furnish five copies of the appropriate documentation and employee training certifications in the following areas:
  - Recycled Water

- Annual Pesticide Handler Training
- Traffic Safety
- Specialized Equipment Motorized equipment, riding mower, push mower, string trimmer, chainsaw, hand tools, etc.
- 4. The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, on schedule and to the satisfaction of the City, all work required under this contract during normal working hours and after hours.
- 5. The Contractor shall have competent supervisors, and/or foremen, who may be working supervisors, who are capable of discussing in English matters pertaining to this contract. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of maintenance staff.
- 6. All such personnel shall be physically able to do their assigned work. The Contractor and his/her employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. They shall be fully clothed in suitable uniform attire with a company-identifying marker.
- 7. The City shall require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City of Escondido.
- 8. Contractor shall clearly identify each vehicle and equipment including but not limited to: ride on mowers, tractors, trailers) with company decals on exterior right and left door panels, identifying the Contractor's name and phone number.

### W. DAMAGE, VANDALISM, THEFT, AND GRAFFITI

- 1. The City shall be notified immediately by the Contractor in regards to any acts of damage, vandalism, theft, graffiti, or circumstances beyond the control of Contractor to City landscaping, irrigation system, or other improvements observed or found by the Contractor, regardless of the cause.
- 2. Contractor shall prepare a written report within one (1) business day with the following information, but not limited to:
  - Description of the location,
  - Date and time observed,
  - Item(s) or components(s) damaged or stolen,
  - Photo documentation
- 3. The City will verify the circumstances of the damage and pending approval, will reimburse the Contractor upon receipt of an approved invoice from the Contractor itemizing the labor and materials involved. Compensation for materials shall be the wholesale cost of just replacement item(s) (not including sales taxes) plus fifteen percent (15%) for the Contractor's cost of handling.

### X. TRAFFIC CONTROL

- 1. Contractor shall obtain an annual City Encroachment Permit and adhere to such conditions.
- 2. The Contractor will be responsible for providing and employing approved traffic control methods established for the conditions under which the Contractor is working, i.e. parkways and medians.

# Y. EXTRA WORK

- 1. The Contractor shall not have the exclusive right to perform extra work. Extra work may be performed by the Contractor at the discretion and approved by the City, Cityforces, or by competitive bid at the sole discretion of the City.
- 2. Extra work outside the performance requirements such as, but not limited to: irrigation repair, shrub and tree planting, renovation, and improvement, shall be required on occasion.
- 3. Contractor shall provide before and after photos of extra work at no additional costs.
- 4. The costs for such extra work shall be based on material and labor costs and shall be agreed to in a written proposal prior to commencement of said extra work. Only those extra work items approved in writing on City Work Order from or other form approved by the City, prior to the star of work, shall be considered for payment.
- 5. The City will reimburse the Contractor upon receipt of an approved invoice from the Contractor itemizing the labor and materials involved. Compensation for materials shall be the contractor's whole cost the item(s), plus 15% for the Contractor's cost of handling (including drive time).
- 6. Extra work invoices shall indicate the zone number and location, date of repair request, date of completed repair, valve number and location (if necessary), labor and material costs, copy of contractor materials invoice(s), and before and after photos of work.
- 7. Extra work invoices shall be invoiced separately from the monthly maintenance invoice.

### Z. PAYMENT TERMS. REPORTING AND INVOICING REQUIREMENTS

- 1. The Contractor shall be paid monthly for work performed satisfactorily under this contract.
- 2. At the completion of each month, the Contractor shall submit as part of their monthly maintenance invoice the following items:
  - Monthly Maintenance Completion Report, detailing work completed dates and type of work completed.
  - Next month Maintenance Schedule, detailing scheduled dates and type of work report of maintenance performed.
  - Bi-weekly Irrigation Reports per zone.
  - Monthly disposal and recycling documents.
  - These reports shall be accompanied by a billing in accordance with the contract price for the work performed and shall become the basis for payment.



# **STAFF REPORT**

June 14, 2023 File Number 0600-10; A-3461

#### **SUBJECT**

# CELL TOWER LEASE AGREEMENT WITH CELLCO PARTNERSHIP ON CITY OWNED PROPERTY LOCATED AT 1359 WEST 11<sup>TH</sup> AVENUE

### **DEPARTMENT**

City Manager; Economic Development

#### **RECOMMENDATION**

Request the City Council adopt Resolution No. 2023-74, authorizing the Mayor to execute a Lease Agreement with Cellco Partnership, dba Verizon Wireless, for continued use of a cellular tower and telecommunication equipment on the City owned property located at 1359 West 11<sup>th</sup> Avenue.

Staff Recommendation: Approval (City Manager Department: Jennifer Schoeneck, Deputy Director of Economic Development)

Presenter: Vince McCaw, Real Property Manager

#### **FISCAL ANALYSIS**

The City will receive annual revenue in the amount of \$45,600, which will increase by three percent each year. In addition, Cellco Partnership will pay to the City a one-time renewal fee of \$40,000.

### **PREVIOUS ACTION**

Resolution No. 1991-45 was adopted by the City Council on February 13, 1991 authorizing a lease agreement with PacTel Cellular. Resolution No. 1991-542 was adopted by City Council on December 18, 1991 authorizing an amendment to the lease agreement, increasing the rent from \$6,000 to \$22,000/yr.

### **BACKGROUND**

The City entered into a ground lease with PacTel Cellular on February 26, 1991, authorizing the installation of telecommunication facilities that are located on a city owned parcel that is used for the A-11 reservoir. The lease was amended on December 18, 1991, authorizing an increase in rent from \$6,000 to \$22,000/yr. In 1994, Pactel Cellular became known as AirTouch Cellular and in 1999, AirTouch Cellular, as the result of a merger, became known as Verizon. The previous lease agreement has expired and Verizon is currently on a month-to-month tenancy at the same location.



# CITY of ESCONDIDO

# STAFF REPORT

The proposed lease agreement with Cellco Partnership, dba Verizon Wireless, is for an initial term of five years, with five renewals of five years each. Either party may give intention to terminate 90 days prior to the automatic renewal date. Cellco Partnership will pay the fair market rent of \$3,800 per month, which will be increased by 3% each year. In addition, Cellco Partnership will pay a one-time payment renewal payment of \$40,000, payable within thirty (30) days of lease commencement date.

### **RESOLUTIONS**

- a. Resolution No. 2023-74
- b. Resolution No. 2023-74 Exhibit "A" Cell Tower Lease Agreement

#### **RESOLUTION NO. 2023-74**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CELL TOWER LEASE AGREEMENT WITH CELLCO PARTNERSHIP ON CITY OWNED PROPERTY LOCATED AT 1359 WEST 11<sup>TH</sup> AVENUE AND IDENTIFIED AS ASSESSOR PARCEL NUMBER 235-201-03

WHEREAS, certain real property identified as Assessor Parcel Number 235-201-03 is owned by the City of Escondido ("City"), which is used for the A-11 reservoir, and a portion of the property is currently leased by Verizon Wireless, LLC ("Verizon") on a month-to-month basis for their telecommunication facilities; and

WHEREAS, the City and CellCo Partnership, dba Verizon Wireless, desire to enter into a new Cell Tower Lease Agreement ("Agreement") to allow Verizon the continued use of the City owned parcel for an initial term of five years, with five renewals of five years each; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the Agreement with CellCo Partnership, dba Verizon Wireless, at 1359 West Eleventh Avenue, identified as Assessor Parcel Number 235-201-03.

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

- 1. That the above recitations are true.
- 2. That the City Council authorizes the Mayor to execute a Cell Tower Lease Agreement, on behalf of the City, substantially in the form as attached to this Resolution as Exhibit "1" and incorporated by this reference, and subject to final approval as to form by the City Attorney.



# CELL TOWER LEASE AGREEMENT

# Cellco Partnership

Site:	A11-Reservoir and located at 1359 West 11th Ave., Escondido, CA 92025
Date:	

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# CITY OF ESCONDIDO LEASE AGREEMENT

This Lease Agreement ("Agreement") is made as of	. 2023
between the City of Escondido ("City") and Cellco Partnership, dba Verizon V	 Vireless
("LESSEE"). (The City and LESSEE each may be referred to herein as a "Pa	rtv" and
collectively as the "Parties.")	

# Section 1. Definition of Terms

The following words in this Agreement shall have the significance attached to them in this Section unless otherwise apparent from their context.

City. The City means the City of Escondido, a California general law City.

**Lease Administrator.** The Lease Administrator means the City of Escondido Real Property Manager or, upon written notice to LESSEE, such other person as shall be designated in writing from time to time by City.

**Lessee.** LESSEE means Cellco Partnership, dba Verizon Wireless, including its officers, agents, and employees.

**Premises.** Premises means a portion of the real property commonly known as A11- Reservoir and located at 1359 West 11th Ave., Escondido, CA 92025 identified as APN 235- 201-03-00 ("Property") being described as an approximate 30-foot by 40-foot parcel of land containing approximately 1,200 square feet, and is situated substantially as shown on <a href="Exhibit "A" attached hereto and by this reference incorporated herein. LESSEE shall be permitted to maintain and operate a communications facility within the Premises in accordance with this Agreement.

# Section 2. Administration

This Agreement will be administered on behalf of City by the Lease Administrator, whose address is:

City of Escondido Attn: Real Property Manager 201 N. Broadway Escondido, CA 92025

and on behalf of LESSEE by Property Management Team, whose address is:

Cellco Partnership dba Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate Site: Escondido

### Section 3. Term

The term of this Agreement (the "Initial Term") is five years, commencing on the first day of the month following the date of full execution of this Agreement ("Commencement Date"). This Agreement will be automatically renewed for five additional terms (each a "Renewal Term") of five years each, unless LESSEE provides the City with a notice of intention not to renew, not less than ninety (90) days prior to the expiration of the Initial Term or either Party provides the other Party with a notice of intention not to renew, not less than ninety (90) days prior to the expiration of any Renewal Term.

### Section 4. Rent

- A. Rent will be paid in equal monthly installments of \$3,800.00 beginning on the Commencement Date and on or before the first of each month thereafter until increased as set forth herein. The City acknowledges that the initial rent payment(s) may not be delivered by LESSEE until ninety (90) days following the Commencement Date. LESSEE shall reference "A11-Reservior 1359 West 11<sup>th</sup> Ave., Escondido, CA Verizon Wireless" on each of its payment installments.
- B. The rent due hereunder will be increased on each anniversary of the Commencement Date to an amount equal to the amount of the monthly installment of rent payable during the immediately preceding year increased by three percent (3%). Rent checks shall be made payable to the City of Escondido, Attn: Accounts Receivable.
- C. Concurrent with the execution of this Agreement, LESSEE shall pay to City a one-time, non-refundable renewal payment of \$40,000, payable within ninety (90) days of the Commencement Date, as additional consideration for City entering into this Agreement. LESSEE acknowledges the renewal payment is not a security deposit and is not applicable against rent, future amendments or any other charge or fee under this Agreement.
- D. If LESSEE fails to deliver to City the renewal payment or rent after such are due within ten (10) days after receipt of notice from City citing such delinquency, LESSEE shall pay City a late payment charge equal to ten percent (10%) of the overdue payment as liquidated damages, in lieu of actual damages. The parties agree that this late charge represents a fair and reasonable estimate of the costs City will incur by reason of LESSEE's late payment. City's acceptance of a late charge shall in no event constitute a waiver by City of LESSEE's default for the overdue payment, or prevent City from exercising any of the other rights or remedies granted City under this Agreement, at law or in equity.
- E. City acknowledges and agrees that LESSEE is currently operating at the Property and that, except for the amount set forth in this Section 4, no additional rent or other amounts are owed by LESSEE for its use of the Premises prior to this Agreement.
- F. Upon the date this Agreement is fully executed, LESSEE and City agree that the

ground lease between LESSEE's predecessor-in-interest and City dated February 26, 1991, referenced by LESSEE as site name Escondido (Location Code: 123427) ("Terminated Agreement") is terminated and replaced in its entirety by this Agreement. LESSEE shall diligently work to cease payments under the Terminated Agreement as soon as reasonably possible, provided however, that to the extent LESSEE makes and the City receives any rent or other payment pursuant to the Terminated Agreement after its termination, such rent or other payment shall be applied and credited against the applicable rent or other payment due under this Agreement.

### Section 5. Access

During the term of this Agreement, LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, 24-hours a day, over the Property to and from the Premises, as depicted in <a href="Exhibit">Exhibit "B"</a>" ("Access Easement") attached hereto and by this reference incorporated herein. The point of entry to the Access Easement is a locked gate of entry ("Gate"). LESSEE may use the Access Easement for the installation, operation, and maintenance of wires, cables, conduits, fiber, pipes, and related appurtenances for all necessary electrical, telephone, fiber, and other similar support services.

# Section 6. Sale, Assignment, Transfer, and Sublease

- A. <u>Sale, Assignment, or Transfer</u>. This Agreement may not be sold, assigned, or transferred without the prior written consent of City, which such consent will not be unreasonably withheld, delayed or conditioned.
  - (i) Notwithstanding the foregoing, this Agreement may be sold, assigned, or transferred by LESSEE without approval or consent of City to: (a) any entity in which LESSEE directly or indirectly holds an equity or similar interest; (b) any entity which directly or indirectly holds an equity or similar interest in LESSEE; (c) any entity directly or indirectly under common control with LESSEE; or (d) any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission (FCC) in which the Property is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest of control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.
- B. <u>Sublease</u>. LESSEE shall not voluntarily assign or encumber its interest in the Lease or in the Premises, or sublease all or any part of the Premises, without City's prior written consent, which shall not be unreasonably withheld or delayed.

# Section 7. Notices

All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, provided by the courier's regular business is delivery service and provided further that it guarantees

delivery to the addressee by the end of the next business day following the courier's receipt from the sender.

Notices to LESSEE are to be sent to:

Cellco Partnership dba Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Site: Escondido

Notices to the CITY are to be sent to:

City of Escondido 201 N. Broadway Escondido, CA 92025 Attention: Real Property Manager

# Section 8. Improvements

LESSEE may, at its expense, replace, repair, add or otherwise modify any of its equipment within LESSEE's ground equipment structure, as it deems necessary, from time to time for the operation of its communications system, without the prior consent of the City. Should LESSEE wish to add or replace any antennas or equipment on LESSEE's antenna structure located within the Premises, LESSEE may do so only with the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed and no in event conditioned on an increase in Rent so long as LESSEE's proposed modification does not expand the footprint of the Premises. The Agreement may be amended to incorporate such additional space as part of the Premises. Upon the expiration or within ninety (90) days after the earlier termination of this Agreement, LESSEE shall remove its equipment and improvements and will restore the Premises to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty damage.

# Section 9. Acceptance and Maintenance

- A. LESSEE hereby acknowledges that LESSEE has inspected the Premises and LESSEE accepts said Premises "as is" and "where is." LESSEE acknowledges that the City makes no representations as to the condition or suitability of the Premises or any improvements on the Premises.
- B. Pursuant to the noticing requirements of California Civil Code Section 1938, LESSEE acknowledges that the Premises being leased has not undergone inspection by a certified access specialist. A certified access specialist can inspect the subject premises and determine whether the subject premises comply with all

Although state law does not require an inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining an inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the inspection, the payment of the fee for the inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. LESSEE hereby expressly agrees that the cost for any such inspection and any repairs or modifications necessary to correct violations of construction-related accessibility standards that are noted in a certified access specialist's inspection report requested by LESSEE are the sole responsibility of the LESSEE.

- C. LESSEE agrees to maintain the Premises in reasonably good condition and in compliance with all applicable property maintenance and related laws, rules. regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau. now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws") relating solely to LESEE's specific and unique nature of use of the Premises. LESSEE releases the City from the obligation to maintain any portion of the Premises. Said release is part of the consideration for the rental of the Premises. LESSEE therefore waives all rights it may otherwise have under Sections 1941 and 1942 of the Civil Code. LESSEE will be responsible for repairing and maintaining the communication system and any other improvements installed by LESSEE at the Property in a proper operating and reasonably safe condition: provided, however if any such repair or maintenance is required due to the acts of City, its agents, contractors or employees, City shall reimburse LESSEE for the reasonable costs incurred by LESSEE to restore the damaged areas to the condition which existed immediately prior thereto.
- D. In the event LESSEE fails to properly maintain the Premises in accordance with Section 8C, above, City may notify LESSEE in writing of said failure. In the event LESSEE fails to perform said maintenance within thirty (30) days after receipt of such written notice by City, City may perform such maintenance, and any actual but reasonable out-of-pocket costs including, but not limited to, the cost of labor, material, and equipment, shall be paid by LESSEE to City within thirty (30) days from receipt by LESSEE of an invoice from City with reasonable supporting documentation.

### Section 10. Interference

A. LESSEE will resolve technical interference problems that are measurable in accordance with industry standards with other equipment located at the Premises as of the original date of the Terminated Agreement or any equipment that

becomes attached to the Premises at any future date which exists on or before the date LESSEE desires to add additional equipment to the Premises.

- B. City will not permit or suffer the installation of any future equipment on the Property which:
  - (i) Results in interference problems to LESSEE's then existing equipment; or
  - (ii) Encroaches onto the Premises.
- C. LESSEE warrants that all equipment installed, modified, and operated on the Premises will not result in degraded performance or radio frequency interference to any existing authorized uses within the area surrounding the Property. LESSEE further warrants that its operations and equipment on the Premises or Property shall not unreasonably interfere with City operations or public use of City-owned property.
- D. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of forty-eight hours following notice to the interfering party, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured. Notice of an interference to an interfering party shall be carried out via telephone to LESSEE'S Network Operations Center at (800) 264-6620 or to City at 760 839-4034.
- E. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provision of this section and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

### Section 11. Utilities

LESSEE shall be solely responsible for and timely pay for all utilities used by LESSEE on the Premises. City will cooperate with LESSEE in LESSEE'S efforts to obtain utilities from any location provided by City of the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

# Section 12. Termination

LESSEE's use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities for the operation of LESSEE's communications facility. In the event that (i) any applications for Governmental Approvals should be finally rejected; or (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to City in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such late dated as designated by LESSEE. Upon termination, all prepaid rent will be retained by City.

# Section 13. Default

If either party is in default under this Agreement for a period of (a) fifteen (15) days following receipt of notice from the non-defaulting party with respect to a monetary default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any and all remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. Notwithstanding the foregoing to the contrary, if the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) days and diligently pursues the cure to completion within ninety (90) days after the initial written notice.

# Section 14. Indemnity

Each party shall defend, indemnify and hold harmless the other party, its officers, agents and employees from and against any and all claims, demands and liabilities for (i) loss of any kind or nature which such indemnified party, its officers, agents or employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons or damage to property to the extent resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents; and (ii) reasonable attorney's fees, expense, and defense costs incurred by indemnified party on account of any such claims, demands, or liabilities.

Except for indemnification pursuant to the above, or a violation of law, neither party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

### Section 15. Hazardous Substances

LESSEE agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state, or local law or regulation (including petroleum and asbestos). The parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any Hazardous Material that do not result from its activities, LESSEE may relocate its facilities to avoid such Hazardous Material to a

mutually agreeable location or, if LESSEE desires to remove at its own cost and with prior approval from the City all or some of the substances (such as soil) containing Hazardous Material, City agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

# Section 16. Taxes

LESSEE will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Property. LESSEE will pay to City any increase in real property taxes attributable solely to any improvements to the Premises made by LESSEE within sixty (60) days after receipt of satisfactory documentation indicating calculation of LESSEE's share of such real estate taxes and payment of the real estate taxes by City. City will pay when due all other real estate taxes and assessments attributable to the Property of which the Premises are a part.

# Section 17. Insurance

- A. LESSEE must have insurance in the following amounts at all times during this Agreement:
  - (i) Commercial General liability insurance with limits of \$2,000,000 per occurrence for bodily injury and property damage and \$4,000,000 general aggregate.
  - (ii) Commercial Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage for any and all vehicles that are owned by the LESSEE (if applicable).
  - (iii) Workers' compensation in compliance with the statutory requirements of the State of California and employer's liability insurance with a limit of \$1,000,000 each accident/disease/policy limit.
  - (iv) Commercial property insurance in an amount commensurate with the value of the improvements on the Premises.
- B. Each policy must include the City as an additional insured as their interest may appear under this Agreement under the policy on a separate blanket additional insured endorsement page, with the exception of the workers' compensation policy.
- C. Upon receipt of notice from its insurer(s) LESSEE shall provide the City with thirty (30) days' prior written notice of cancellation of any policy required herein. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
- D. All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

- E. LESSEE agrees to deposit with City, on the effective date of this Agreement, a certificate of insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Agreement and to keep such insurance in effect during the entire term of this Agreement. This certificate must be reviewed by, and be reasonably acceptable to the City Attorney. LESSEE will also deposit with the City within sixty (60) days of the Effective Date of this Agreement, a blanket additional insured endorsement including City as an "additional insured", with the exception of the worker's compensation policy.
- F. City shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the Lease Administrator, the insurance provisions in this Agreement do not provide adequate protection for the City and for members of the public using the Property, the City, upon prior written notice to review by LESSEE, may require LESSEE to obtain insurance sufficient in coverage, form, and amount to provide adequate protection from and against the kind and extent of risks which exist or are foreseeable at the time a change in insurance is required. City's requirements shall be reasonable, but shall be designed to assure adequate protection of the City's interests. The Lease Administrator shall notify LESSEE in writing of changes in the insurance requirements. If, after review and acceptance, LESSEE does not deposit with City within sixty (60) days of receipt of such notice a new Certificate of Insurance for each policy or policies of insurance incorporating such changes, this Agreement shall be deemed in default without further notice to LESSEE and may be forthwith terminated by the Lease Administrator.
- G. The procuring of such required policy or policies of insurance shall not be construed to limit LESSEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, LESSEE shall be obligated for the full and total amount of any damage, injury or loss attributable to any act or omission of it or its agents, customers or guests in connection with this Agreement or with use or occupancy of the Property.

# Section 18. Casualty and Condemnation.

- A. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's use, rent shall abate until LESSEE's use is restored. If LESSEE's use is not restored within forty-five (45) days, LESSEE may terminate this Agreement.
- B. If a condemnation of any portion of the Property or Premises impairs LESSEE's use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

# Section 19. Attorney's Fees, Costs, and Expenses

In the event legal action is brought to enforce the terms of or to declare a termination of this Agreement for reason of breach thereof, the unsuccessful party shall pay all of the successful party's costs of such action, together with reasonable attorney's fees, in an amount to be fixed by the court.

# Section 20. Memorandum of Lease Agreement

<u>Agreement ("Memorandum")</u>, in a form and content substantially similar to that contained in Exhibit "C" of this Lease, attached hereto and by this reference incorporated herein. The Memorandum shall be filed with the San Diego County Recorder's Office and recorded in the Official Records of San Diego County, as required by Government Code section 37393. LESSEE shall pay for all recording costs and fees as determined by the San Diego County Recorder's Office.

# Section 21. Miscellaneous

- A. Law to Govern; Venue. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the North County Division of the San Diego County Superior Court or federal courts located in San Diego County, California.
- B. Special Provisions. LESSEE hereby acknowledges that LESSEE waives all rights to any form of relocation assistance provided for by local, state, or federal law to which LESSEE may be entitled by reason of this Agreement.
- C. Compliance with Federal, State, and Local Law. It is the duty of the LESSEE while operating under this Agreement to comply with all local, state, and federal laws applicable to LESSEE's use of the Premises.
- D. Amendment. This Agreement may not be amended, modified, or supplemented except by a writing executed both parties.
- E. Waiver. No waiver by a party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision. The exercise by a party of any right or remedy provided in this Agreement or provided by law shall not prevent the exercise by that party of any other remedy provided in this Agreement or under the law.
- F. Severance. If any provision herein is invalid it shall be considered deleted from this Agreement and shall not invalidate the remaining provision of this Agreement.
- G. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement.
- H. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts

of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. An electronic signature shall be acceptable and deemed to have the same legal effect as a handwritten signature. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

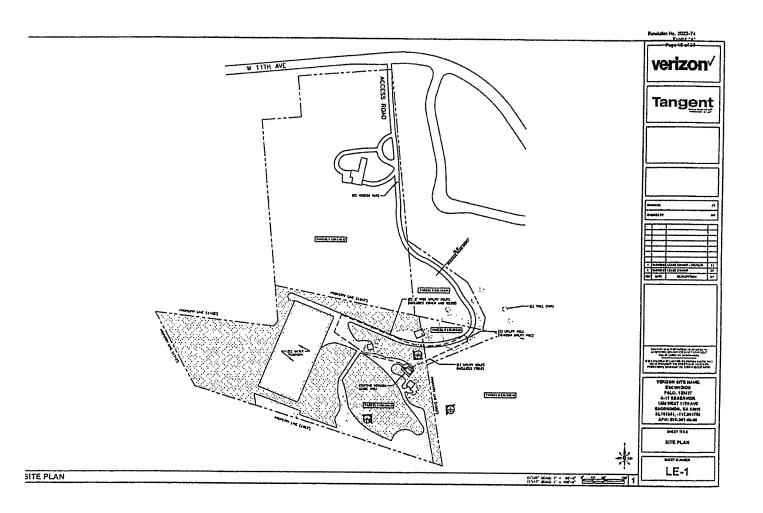
CITY:	CITY OF ESCONDIDO
Date:	By: Dane White, Mayor
LESSEE:	CELLCO PARTNERSHIP, dba Verizon Wireless
Date:	By:
	Name:
	Title:
APPROVED A	S TO FORM:
	CITY ATTORNEY ICGUINNESS, City Attorney
Ву:	

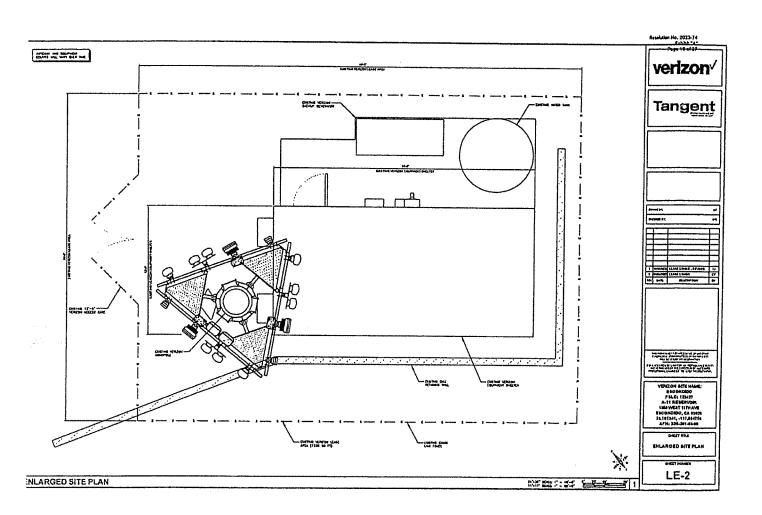
#### **EXHIBIT A**

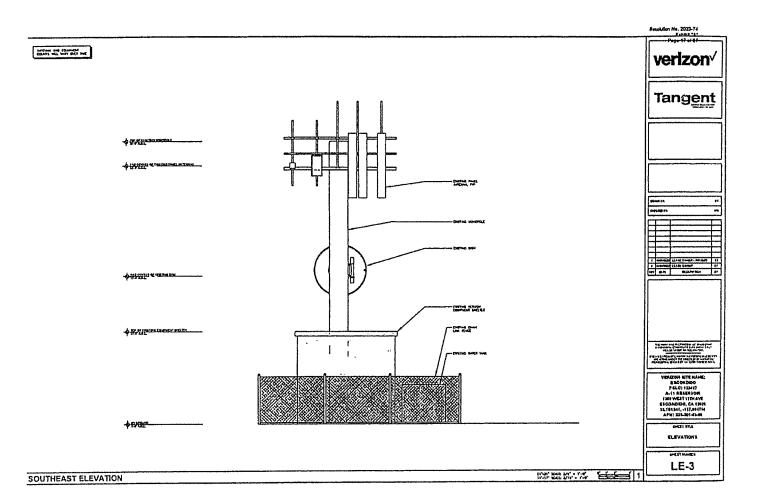
### **Premises**

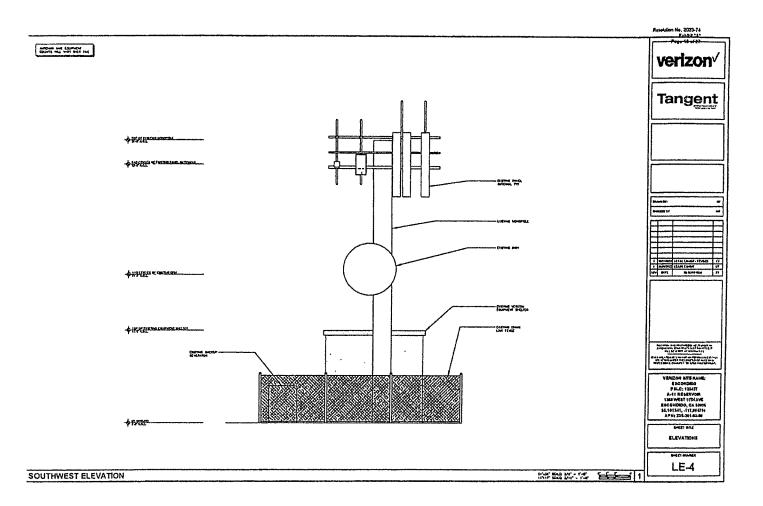
That portion of Lot 3 in Block 11 of Homeland Acres Addition to Escondido, in the County of San Diego, State of California, according to Map thereof No. 1205, filed in the Office of the County Recorder of San Diego County, September 1, 1909, described as follows:

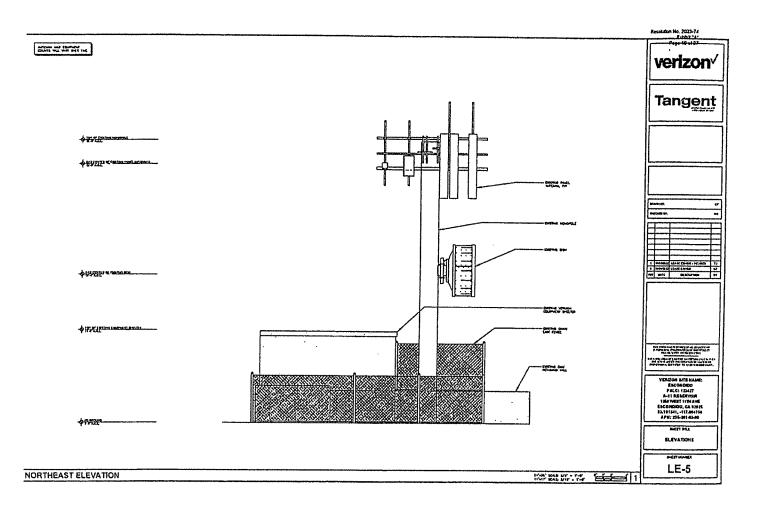
Commencing at the northeasterly corner of said Lot 3; thence along the northerly line of said Lot 3, North 77°30'00" West, 494.20 feet to the True Point of Beginning; thence South 09°53'00" East, 560.40 feet to the southerly boundary of land described in Deed to Lanax Smith, et ux., recorded March 17, 1945 in Book 1834, Page 286 of Official Records; thence along the boundary of said Smith's land as follows: North 72°59'00" West, 916.60 feet to a comer therein; North 27°14'00" West, 324.40 feet to the most westerly corner of said land and South 83°13'00" East, 425.50 feet to the most southerly corner of land described in Deed to C.D. Bandy, et ux., recorded November 17, 1945, in Book 1994, Page 1 of Official Records; thence along the boundary of said Bandy's land as follows: North 39°42'00" East, 28.30 feet; and North 05°18'00" West, 135.60 feet to the northerly line of said Lot 3; thence along said northerly line, South 77°30'00" East, 488.90 feet to the True Point of Beginning.







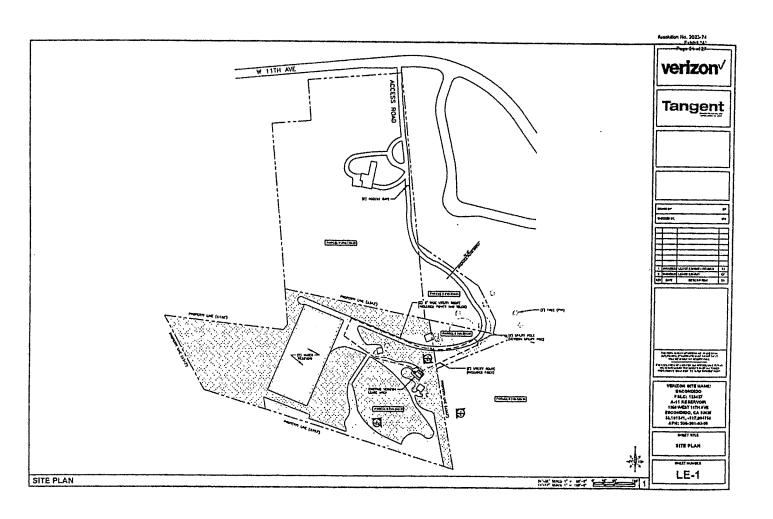




#### **EXHIBIT B**

Access Easement

#### **EXHIBIT B**



#### **EXHIBIT C**

### Memorandum of Lease Agreement

See attached

#### **EXHIBIT C**

EXEMPT FROM FEES pursuant to Gov't Code §§ 6103, 27383, and 27388.1 (filing requested/executed by municipality)

RECORDING REQUESTED BY, AND WHEN RECORDED RETURN TO:

Attn: Real Property Manager
City of Escondido
201 North Broadway
Escondido, California 92025-2798

This Space for Recorder's Use Only

APN 235-201-03-00 Escondido Document No.

any Renewal Term.

#### MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement ("Memorandum") is dated \_\_\_\_\_, 20\_\_\_, and is made between the City of Escondido, a California municipal corporation (the "City") and Cellco Partnership, a Delaware general partnership, dba Verizon Wireless ("Lessee"), concerning the City's real property located at 1359 West 11th Avenue, Escondido, CA, and having assessor's parcel number (APN) 235-201-03-00, as more particularly described in Exhibit A of this Memorandum, which is attached hereto and incorporated herein by this reference ("Premises"). (The City and Lessee each may be referred to herein as a "Party" and collectively as the "Parties.") For good and valuable consideration, the City has leased the Premises to Lessee subject to the terms and conditions contained within that certain Lease Agreement executed by the Parties dated \_ and incorporated herein by this reference ("Lease"), including without limitation provisions prohibiting assignment, subleasing, and encumbering any interest in the Lease without the prior written consent of the City, all as more specifically set forth in the Lease. The term of the Lease is for five years, commencing on \_\_\_\_\_\_, 20\_\_\_ ("Effective Date") and ending on \_\_\_\_\_\_, 20 \_\_\_. The Lease will be automatically extended for five additional terms (each a "Renewal Term") of five years each, unless Lessee provides the City with a notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term, or either Party provides

In the event that the Lease has been terminated, the City shall have the unilateral right to record a Termination of this Memorandum which shall have the effect of terminating this Memorandum when recorded in the public record.

the other Party with a notice of intention not to renew not less than 90 days prior to the expiration of

This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum shall not be used in interpreting the Lease's provisions, and in the event of conflict between this Memorandum and the Lease, the Lease shall control.

This Memorandum 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.

IN WITNESS WHEREOF, the Parties below are authorized to act on behalf of their organizations, and have executed this Memorandum as of the Effective Date.

#### **EXHIBIT C**

	CITY OF ESCONDIDO
Date:	Dane White, Mayor
	CELLCO PARTNERSHIP, a Delaware general partnership, dba VERIZON WIRELESS
Date:	
	Name:
	Title:
(ABOVE SIGNATURES MUST BE NOT	CARIZED; ACKNOWLEDGMENT PAGES FOLLOW)
APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY MICHAEL R. MCGUINNESS, City Attorney	
By:	

#### **EXHIBIT C**

#### ACKNOWLEDGMENT

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

STATE OF CALIFORNIA	]	
COUNTY OF	]	
	, before me,, a Notary Public, personal, who proved to me on the	
satisfactory evidence to be the person(s) acknowledged to me that he/she/they exc	whose name(s) is/are subscribed to the within ins ccuted the same in his/her/their authorized capac instrument the person(s), or the entity upon behavior	strument and
I certify under PENALTY OF PERJURY foregoing paragraph is true and correct.	under the laws of the State of California that th	ıe
WITNESS my hand and official seal.		
Signature:	(Seal)	

City of Escondido

#### **EXHIBIT C**

#### ACKNOWLEDGMENT

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

STATE OF CALIFORNIA	1
COUNTY OF	. ]
On	, before me,
	, a Notary Public, personally appeared
	, who proved to me on the basis of
satisfactory evidence to be the person(s) wh	nose name(s) is/are subscribed to the within instrument and
	uted the same in his/her/their authorized capacity(ies), and
	strument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrumen	
I certify under PENALTY OF PERJURY u	under the laws of the State of California that the
foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	
Signature:	(Seal)
	[Lessee]

#### **EXHIBIT C**

#### Exhibit A

#### **Legal Description of Premises**

That certain real property in the County of San Diego, State of California, described as follows:

That portion of Lot 3 in Block 11 of Homeland Acres Addition to Escondido, in the County of San Diego, State of California, according to Map thereof No. 1205, filed in the Office of the County Recorder of San Diego County, September 1, 1909, described as follows: Commencing at the northeasterly corner of said Lot 3; thence along the northerly line of said Lot 3, North 77°30'00" West, 494.20 feet to the True Point of Beginning; thence South 09°53'00" East, 560.40 feet to the southerly boundary of land described in Deed to Lanax Smith, et ux., recorded March 17, 1945 in Book 1834, Page 286 of Official Records; thence along the boundary of said Smith's land as follows: North 72°59'00" West, 916.60 feet to a comer therein; North 27°14'00" West, 324.40 feet to the most westerly corner of said land and South 83°13'00" East, 425.50 feet to the most southerly corner of land described in Deed to C.D. Bandy, et ux., recorded November 17, 1945, in Book 1994, Page 1 of Official Records; thence along the boundary of said Bandy's land as follows: North 39°42'00" East, 28.30 feet; and North 05°18'00" West, 135.60 feet to the northerly line of said Lot 3; thence along said northerly line, South 77°30'00" East, 488.90 feet to the True Point of Beginning.



## **STAFF REPORT**

June 14, 2023 File Number 0697-20

#### **SUBJECT**

# SHORT-FORM RENT INCREASE APPLICATION FOR WESTWINDS MOBILEHOME PARK (FILE NO. 0697-20-10323)

#### **DEPARTMENT**

Development Services; Housing & Neighborhood Services Division

#### **RECOMMENDATION**

Request that the Escondido Mobilehome Rent Review Board adopt RRB Resolution No. 2023-57, reviewing and approving the Westwinds Mobilehome Park Short-Form Application.

Staff Recommendation: Approval (Development Services: Andrew Firestine, Director of Development Services)

Presenter: Eric Bunge, Management Analyst

#### **FISCAL ANALYSIS**

Staff time and resources were expended to process the short-form application. Staff reviewed the application, evaluated the mobilehome park for code enforcement violations and conducted public outreach with the affected park residents, park manager and owners. No additional fiscal impact was incurred by the City.

#### **PREVIOUS ACTION**

On June 8, 1988, Escondido residents voted to approve Proposition K to enact Mobilehome Rent Control in the City of Escondido ("City"). Under Proposition K, if a park owner wants to increase the rent on a mobilehome rent control space, they must file an application with the City and obtain approval from the Mobilehome Park Rent Review Board ("Board"). This Board is an independent body comprised of the City of Escondido Councilmembers.

In 1997, the Board adopted changes to the Mobilehome Rent Review Board Guidelines to allow for the acceptance of a "short-form" application. The short-form is an abbreviated and less administrative burdensome application process for park owners and City staff. A park owner can request a rent increase based solely on the change in the San Diego Metropolitan Area's Consumer Price Index ("CPI"), All Items/All Urban Consumers component since the last increase was granted by the Board. The requested increase may not exceed ninety percent (90%) of the increase in CPI since the last application was granted



#### STAFF REPORT

by the Board, or 8% of the current rent, whichever is less, subject to a two-year limit. Park owners are allowed to apply one-year from the date the last application was submitted.

#### **BACKGROUND**

Westwinds Mobilehome Park ("Park") is an all-age park located at 1415 South Pine Street, Escondido, California. Out of the 66 spaces located in the park, eight spaces are subject to rent control. The park owners are requesting an increase for the eight rent-controlled spaces. The last application included 10 rent-controlled spaces, but two homes were removed and the spaces are vacant. The other spaces are not included in this application, because they are on long-term leases that were signed prior to February 13, 2020, occupied as rentals or by management, or rented as RV spaces. The amenities available for the residents include a furnished clubhouse, a pool, restrooms and coin laundry facilities.

Westwinds Mobilehome Park submitted a short-form application on April 19, 2023, and the City accepted the application for review on April 24, 2023, (Attachment "1") which was 12 months from their previous application. City staff reviewed the application and deemed it to be complete on May 3, 2023. City staff mailed a letter on May 3, 2023, notifying the affected park residents of the application and proposed rent increase, upcoming residential meeting, and public hearing date (Attachment "2").

The Westwinds Mobilehome Park short-form application was available for review at the Westwinds' park office, Housing & Neighborhood Services Division counter at City Hall and the City's website. City staff elected to post the application online on the Housing & Neighborhood's website to promote transparency and remove potential barriers to access.

Housing & Neighborhood Services and Code Compliance staff facilitated an in-person meeting for the affected Westwind residents on May 15, 2023, at 6:00 p.m. Code Compliance conducted a lighting inspection on May 15 and completed an evaluation of the common areas on May 16, 2023 (Attachment "3").

City staff mailed a 10-day notice written in both English and Spanish to residents on June 1, 2023 informing them of the June 14, 2023 City Council Meeting (Attachment "4").

#### THE RENT INCREASE APPLICATION:

The application appears to meet all the eligibility criteria for submittal of a short-form rent increase.

#### PARK OWNER'S REQUEST:

The Park is requesting an increase of 90% of the change in CPI for the period of December 31, 2021, to December 31, 2022. A park is allowed to request up to 90% of the current CPI. Under Section 12(E) of the Guidelines it states "The Board must presume that up to ninety percent (90%) of the Consumer Price Index



#### STAFF REPORT

is a fair, just, and reasonable rent increase. However, the Board may consider any of the other Ordinance factors at the request of either the park owner or the affected residents in determining that a lesser increase is fair, just, and reasonable." These factors are referenced in Chapter 29 Article 5 Section 29-104(g) of the Escondido Municipal Code. Ninety percent of the change in the CPI is 6.56% for the period of consideration. Currently, the average monthly rent for the residents that are affected by this application is \$550.17. The average monthly increase requested for the eight spaces is \$36.04 per space, per month. This increase ranges from to \$23.43 - \$49.60 per space, per month.

This is the 25th rent increase request filed by this Park since the Ordinance was implemented.

#### **RESIDENT MEETING AND COMMENTS:**

Individual letters were sent to each affected resident on May 3, 2023, notifying them of the application and the hearing date. The notice included information about a resident meeting scheduled at the Park's clubhouse on May 15, 2023 at 6 p.m. No residents were present and a resident representative was not selected. City staff waited for 30 minutes before cancelling the meeting.

Westwinds offers a rent subsidy program for residents who are having difficulty paying their rent. Management outlined the parameters and said residents need to apply for the Section 8 waitlist, fill out an application for the program at the office and show proof of current income to qualify (Attachment "6").

#### CODE COMPLIANCE INSPECTION:

An inspection of the lighting and common areas was conducted on May 15 and 16, 2023. One issue was identified: the shower knob in the men's public restroom needed repair. Code mailed a letter to the park managers and owners informing them of the violations and a reinspection was conducted on June 2, 2023 (Attachment "3"). All violations were cleared (Attachment "5"). According to the Mobilehome Rent Review Board Guidelines, no increase granted for any park shall go into effect until any existing code deficiencies are corrected.

#### ADDITIONAL FACTORS AFFECTING THE APPLICATION:

In conformance with the Rent Review Board Guidelines, the decision of the Board will be finalized by adoption of the Resolution confirming the findings of the Public Hearing. The Notice of Determination will be mailed to the applicant and residents immediately upon adoption of the Resolution. Park owners and management must give a 90-day notice of any rent increase to affected residents upon the adoption of the Resolution.

#### **RESOLUTION**

a. Resolution No. 2023-57



#### STAFF REPORT

#### **ATTACHMENTS**

- a. Attachment "1" Westwinds Mobilehome Park Application
- b. Attachment "2" Resident Short-Form Letter Notification
- c. Attachment "3" Code Inspection
- d. Attachment "4" 10-Day Public Hearing Notice
- e. Attachment "5" Code Letter Clearing Violations
- f. Attachment "6" Rental Assistance Program for the Needy Residents

Item8.

#### RESOLUTION NO. RRB 2023-57

A RESOLUTION OF THE CITY COUNCIL/ MOBILEHOME RENT REVIEW BOARD OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING A RENT INCREASE FOR WESTWINDS MOBILEHOME PARK

(File Number: 0697-20-10323)

WHEREAS, Article V of Chapter 29 of the Escondido Municipal Code is a codification of the Escondido Mobilehome Rent Protection Ordinance ("Ordinance") and provides for mobilehome space rent regulation; and

WHEREAS, the City of Escondido Mobilehome Park Rental Review Board ("Board") is charged with the responsibility of considering applications for rent increases; and

WHEREAS, a short-form rent increase application pursuant to Section 12 of the Rent Review Board Guidelines was filed on April 24, 2023, ("Application") by Westwinds Mobilehome Park, LLC ("Park"), the owner of the rental spaces in Westwinds Mobilehome Park, located at 1415 S. Pine Street in Escondido; and

WHEREAS, the Application was deemed complete by City staff on May 3, 2023; and

WHEREAS the last rent increase was granted by the Board on June 15, 2022, for an increase of 5.714 percent, or approximately \$27.35 per space, per month; and

WHEREAS, this is the twenty-fifth (25th) rent increase application filed by the Park since the Ordinance became effective in 1988. The Park requested a rent increase for eight rent-controlled spaces in the amount of 90% percent of the change in the Consumer Price Index ("CPI") for the period December 31, 2021, through December 31, 2022. The Application estimated this amount to be an average of \$36.04 (6.56% increase of percent) per space, per month which ranges from \$23.43 - \$49.60; and

WHEREAS, a notice of the Park's application was mailed to all affected homeowners on May 3, 2023. A notice of the time, date, and place of the rent hearing before the Board was mailed to the Park and to all affected tenants on June 1, 2023; and

WHEREAS, on May 15 and May 16, 2023, a Mobilehome Park Rent Review Code Compliance Inspection Report ("Inspection Report") was completed. The Inspection Report noted one lighting violation and one health and safety violation related to a broken shower knob in the Park; and

WHEREAS, on June 2, 2023, Code Compliance completed a reinspection and the violation was resolved; and

WHEREAS, on June 14, 2023, the Board held its public hearing. After an initial staff presentation, the Board invited testimony from Park ownership, residents of the Park, and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members, and clarifying questions to the parties and staff, the Board voted to grant an average rent increase of \$36.04 per space, per month, for the eight spaces, which are subject to the rent increase.

NOW, THEREFORE, BE IT RESOLVED by the Mobilehome Rent Review Board of the City of Escondido, California as follows:

- 1. That the above recitations are true.
- 2. That the Board finds that the Westwinds Mobilehome short-form application increase is consistent with the Guidelines, and approves the rent increase Application in the amount of 6.8% submitted by Westwinds Mobilehome Park, LLC.

#### CITY OF ESCONDIDO

201 North Broadway

Deproved 5/3/23 = "Deened Complete"

#### SHORT-FORMAPPLICATION FOR MOBILEHOME SPACE RENT INCREASE

Park Name Westwinds MH	
Address 1415 S. Pine St Esc	endido CA 92025
Owner Westwinds MHP LL	C Telephone 9497221698
Address 301 E. 17 th St. Ste	208 Coesta Mesa CA 9260
Representative Bourt Thomsen	Telephone 949 722 1698
(If other than owner; all City correspo.	ndence will be addressed to this person)
Address 301 E. 17 th Ste 3	208 Costa Mesa CA
(If other than owner; all City corresponded to the Control of the	Telephone 9262 (
Today's Date: 4/19/23	
Date of last RRB increase 9-1-22	Period covered by CPI request 12/31/21 - 12/31/5
Number of Spaces in Park	Spaces affected by proposed increase
Change in CPI during period	90% of change in CPI
Increase requested by Park%	# of In-Place Transfers as of 7/1/20
	or since last Rent Increase Application (whichever is more recent)
Briefly describe the park. Include amenities and service additional pages if more space is needed.	
Clubhouse	
Laundry	
Peol	
	<del></del>

#### **SPACE RENTALS**

Complete for all spaces affected by Proposed Increase at:	NHP
Date of last application was deemed complete: 4/12/22	
Date of last increase: 9-1-22	

<u>DIRECTIONS:</u> 1. List the monthly rent for rent-controlled spaces ("RC") collected for all affected spaces at the date the application was deemed complete. 2. List all long-term lease spaces ("LT") that sold or signed a new agreement after February 13, 2020. 3. **If spaces have been added due to termination of long-term leases or space rents have been raised during a calendar year since the last increase was granted, list the <u>highest rent</u> paid for each space during that calendar year. If the last increase was granted more than three years ago, use additional pages as needed.** *This sheet may be duplicated as necessary***.** 

	Resident Name and Space #	RC or LT	Rent in 20	Rent in	Current Rent (_/_/_)	Requested Increase (\$)	Percentage Increase	Requested New Rent
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(2)	none							
na de de la companio del la companio de la companio								
Reconstructive annual security and a								

Westwinds Mobilehome Park Rent Increase Application 2023

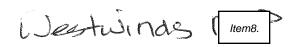
Last Rent Increase Fffective 9/1/22

Last Rent Increase Effective 9/1/22

\$49.60	6.56%	756.14	\$662.29	\$652.32 /	Alfred Rocha	Tahi21
	6.56%	357.11 🗸	\$337.81	\$332.73	Daniel Parker	Jama5
4	6.56%	357.11 -	\$337.81	\$332.73	Neftali Calderon	Bali5
6 \$48.27	6.56%	735.82	\$696.05	\$685.57	Manuela Barkhorn	Bali1
% \$23.43	6.56%	357.11	\$337.81	\$332.73	Hugh Mac Donald /	4
	6.56%	698.07	\$660.34 ~	\$650.40	Ma. Hernandez —	1
3%	6.56%	397.35	\$375.87	\$370.21 /	Teresa Kidare —	Baha7
3%	6.56%	742.61 -	\$702.47 -	\$691.90 /	Jaime Cerda <	
ase Increase	Increase	April 2023	April 2022	2021	Resident	Site
າtage   Requ	Percentage	Current Rent	Rent In	Rent In April		

Affected Spaces for Increase September 1, 2023





#### DIRECTIONS:

Enter the information on all in-place transfer of a resident-owned mobilehomes in the park after July 1, 2020, or since the date of when the last rent increase application was deemed complete (whichever date is more recent). Please note the term "deemed complete" means when the Housing & Neighborhood Services staff deemed your previous application complete not when the Rent Review Board granted the increase. ""In-place transfer" means the transfer of the ownership of a mobilehome with the mobilehome remaining on the mobilehome lot following the transfer.

Final Space Rent - rent charged to the departing tenant for the final month of rent before the sale

Space Rent after Sale – rent paid by the new tenant for the first month after the sale

Park Average Space Rent - total amount of rent charged for all spaces in a mobilehome park occupied by a resident owned mobilehome, divided by the number of spaces in the park occupied by a resident owned mobilehome (calculated on the most recent annual rent control survey)

Use additional Sheets if necessary

Space #	Sale Date	Final Space Rent Before Sale (\$)	Space Rent After Sale (\$)	Park Average Space Rent	Current Lease Type (LT/RC)
217	12/1/22	700.13	756.14	652.48	RC
				***************************************	
de semala (Valanda) de desimante en la considèrit de sel sel de desimber messadado en Mallacando Conser sucer v					
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### **OWNER'S AFFIDAVIT**

I(We,) Katie MOR	-RIS
_	
request and that the foregoing statements nerewith are in all respects true and correcthe foregoing statement, the statements are perjury that the same are true and correct.	(We) am (are) the owner(s) of said park involved in this or answers contained herein and the information submitted at to the best of my (our) knowledge and belief. I (We) make and answers contained herein and declare under penalty of Signed:
	Park Owner/ <i>Type or print name</i>
	Signature
	Representative/Type or print name On the American

Mailing address: 301 E



Housing & Neighborhood Services Division 201 North Broadway, Escondido, CA 92025 Phone: 760-839-4841 www.escondido.org/housing-and-neighborhoodservices

May 3, 2023

Re: Short-form Rent Increase Application Submitted by Westwinds MHP

Dear Resident:

A **short-form application** for a <u>rent increase</u> for your Park has been received and determined to be complete.

This letter is to inform you about:

#### 1) RESIDENT MEETING

- Date = Monday, May 15, 2023 at 6pm
- Location = Park Clubhouse
- Purpose = To discuss the short-form hearing process, answer any questions, and select a resident representative.

#### 2) RENT REVIEW BOARD HEARING

- Date = June 14, 2023 at 5pm
- Location = City Council Chambers, 201 North Broadway, Escondido, CA 92025

#### 3) HOW THIS MAY IMPACT YOU

- The park is requesting an 6.56% increase
- Average Increase per space per month = \$30.77
- Average Rent for rent controlled spaces = \$469.03

#### 4) WHERE TO RECEIVE MORE INFORMATION

- Attend the resident meeting on May 15th at 6pm
- The application is available on the city's website, at your park's office and at the Housing and Neighborhood Services Division counter at City Hall during normal business hours.
   Monday – Friday 8am-5pm.
- Contact Eric Bunge at (760) 839-4562 or <a href="mailto:ebunge@escondido.org">ebunge@escondido.org</a>

Sincerely,

Eric Bunge Housing Management Analyst



Code Enforcement Division 201 N. Broadway, Escondido, CA 92025 (760) 839-4650, FAX (760) 839-4313

Date:

MAY 16, 2023

TO:

HONORABLE CHAIRMAN AND MEMBERS OF THE RENT

**CONTROL BOARD** 

FROM:

ED BENNETT, CODE COMPLIANCE MANAGER

SUBJECT: WESTWINDS MOBILEHOME PARK RENT CONTROL

The Westwinds Mobile Home Park was inspected on May 16, 2023, with the lighting inspection conducted the prior evening. This inspection was a result of an application for a rent increase having been filed. One general park violation and no lighting violations were found. The inspection results are noted in the attached inspection report.

The resident meeting for the park was held on May 15, 2023 with one park manager and three city staff members. No park residents attended the meeting. There were no code compliance case issues to discuss.

Cc: Andrew Firestine - Director of Development Services Holly Nelson, Housing & Neighborhood Services Manager



May 16, 2023

# MOBILEHOME PARK RENT CONTROL CODE ENFORCEMENT INSPECTION REPORT

Park Name:

Westwinds Mobile Home Park

1415 S. Pine St

Escondido, CA. 92025

Park Owner:

Westwinds Mobile Home Park LLC

c/o Thomsen Properties 301 E. 17<sup>th</sup> Street #208 Costa Mesa, CA. 92627

Park Managers:

Liliana Silva

Phone:

(760) 740-0743

Jim Younce

**Inspection Date:** 

5/16/2023

**Inspector:** 

Stephen Jacobson

The following report is based on the inspection of the mobile home park conducted under provisions outlined in the California Code of Regulations, Title 25, Division I, Chapter 2 and the Escondido Zoning Code, Article 45. This inspection report only addresses health and safety issues that are related to areas for which maintenance, repair and operations is the responsibility of the owners and managers of the park.

#### **General Violations:**

1. The shower knob in the men's restroom is in disrepair. 25 CCR 1102(a);

Westwinds Mobile Home Park May 2023 Rent Control Inspection Report Page 2

# Areas of the park requiring illumination per §25 CCR 1108 (Lighting Inspection conducted on; 5/15//2023)

1. There were no park lighting violations.



# CITY OF ESCONDIDO Mobilehome Rent Control Administration 201 North Broadway Escondido, CA 92025-2798 (760) 839-4841

#### RESIDENT NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Escondido, sitting as the Mobilehome Rent Review Board, will hold a public hearing to consider the following item:

The rental increase application submitted by the owner of rental spaces in **Westwinds Mobilehome Park**, 1415 S Pine Street, Escondido, CA

A copy of the application is available for review at Westwinds Mobilehome Park Office, Housing Division at City Hall, 201 N. Broadway, Escondido, CA 92025, and the City's website. A copy of the staff report will be available at the Housing Division counter five days prior to the hearing date.

A hearing to determine whether or not a rent increase will be granted has been scheduled before the Rent Review Board on June 14, 2023, at 5 p.m. in the City Council Chambers, 201 N. Broadway. This will be an in-person meeting and additional safety protocols may be in place. If you are protesting the short-form application, you should register in the foyer prior to the opening of the public hearing. The purpose of the hearing is for the Rent Review Board to obtain input from the owner and tenants about why an increase should, or should not be, granted. The Rent Review Board is neither required to grant an increase, nor is it allowed to grant a decrease in the current rent.

If you challenge the decision of the Board in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Rent Review Board at or prior to the public hearing.

The hearing is the time and place for you to express your opinion about the rent increase request. If you desire, you may also submit information in writing to Mobilehome Rent Control Administration in the Housing Division. Written information will be included in the reading file of the Rent Review Board (City Council) prior to the hearing.

At the hearing, the Rent Review Board may make a determination about the rent increase or they may request additional information from the owner and/or tenants before they make a decision. If additional information is requested, a new hearing will be scheduled. If an increase is granted, the owner must notify you in writing of the amount of the increase at least (90) days before the increase goes into effect.

Sincerely,

Eric Bunge, Housing Management Analyst



# CIUDAD DE ESCONDIDO Administración de Control de Rentas de Casas Móviles 201 North Broadway Escondido, CA 92025-2798 (760) 839-4841

#### **AVISO PARA RESIDENTES DE AUDIENCIA PUBLICA**

POR LA PRESENTE SE NOTIFICA que el Concejo Municipal de la Ciudad de Escondido, siendo la Comisión Evaluadora que Revisan las Rentas de Casas Móviles, tendrán una audiencia pública para considerar el siguiente punto:

La aplicación de aumento de renta presentada por el propietario de espacios de renta en Westwinds Mobilehome Park, 1415 S Pine Street, Escondido, CA

Una copia de la aplicación está disponible para su revisión en la Oficina de Westwinds Mobilehome Park, División de Vivienda en el Ayuntamiento, 201 N. Broadway, Escondido, CA 92025, y en el sitio web de la Ciudad. Una copia del reporte del personal estará disponible en el mostrador de la División de Vivienda cinco días antes de la fecha de la audiencia.

Se ha programado una audiencia para determinar si se otorgará o no un aumento de renta ante la Comisión Evaluadora de Rentas el **14 de junio de 2023 a las 5 p.m.** en la Sala Consistorial del Concejo Municipal, 201 N. Broadway. Esta será una junta en persona y es posible que se implementen protocolos de seguridad adicionales. Si usted está protestando esta abreviada aplicación, debe registrarse en el vestíbulo antes de que comience la audiencia pública. El propósito de la audiencia es que la Comisión Evaluadora que Revisa las Rentas obtenga información del propietario y los inquilinos sobre por qué se debe o no se debe otorgar un aumento. La Comisión Evaluadora de Rentas no está obligada a otorgar un aumento, ni se le permite otorgar una disminución a la renta actual.

Si impugna la decisión de la Comisión Evaluadora ante la corte, puede quedar limitado a proponer solo aquellos asuntos que usted u otra persona haya propuesto en la audiencia pública descrita en este aviso, o en la correspondencia escrita entregada a la Comisión Evaluadora que Revisa las Rentas durante o antes de la audiencia pública.

La audiencia es el momento y el lugar para que usted exprese su opinión sobre la aplicación de aumento de renta. Si lo desea, también puede enviar información por escrito a la Administración de Control de Rentas de Casas Móviles en la División de Vivienda. La información escrita se incluirá en el archivo de lectura de la Comisión Evaluadora de Rentas (Concejo Municipal) antes de la audiencia.

En la audiencia, la Comisión Evaluadora de Revisión de Rentas puede tomar una determinación sobre el aumento de renta o pueden solicitar información adicional del propietario y / o inquilinos antes de tomar una decisión. Si se solicita información adicional, se programará una nueva audiencia. Si se concede un aumento, el propietario debe notificarle por escrito de la cantidad del aumento al menos (90) días antes de que el aumento entre en vigencia.

Sinceramente, Eric Bunge, Housing Management Analyst



Code Enforcement Division 201 North Broadway, Escondido, CA 92025 Phone: 760-839-4650 Fax: 760-432-6819

June 5, 2023

Westwinds Mobile Home Park LLC C/O Thomsen Properties 301 E. 17<sup>th</sup> Street #208 Costa Mesa CA 92627

Westwinds Mobile Home Park C/O Liliana Silva & Jim Younce – Park Managers 1415 S. Pine Street Escondido CA 92025

Dear Sirs/Madams,

This notice is to formally advise you that the violation that was noted during the rent control inspection on May 16, 2023 has been corrected.

We appreciate having the parks cooperation during this process. Our mutual efforts are important in maintaining safe and healthy parks in our city. Please feel free to contact me if you have any questions.

Sincerely,

Ed Bennett

Code Compliance Manager

CC: Andrew Firestine – Director of Development Services
Holly Nelson – Housing & Neighborhood Services Manager



Code Enforcement Division 201 North Broadway, Escondido, CA 92025 Phone: 760-839-4650 Fax: 760-432-6819

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Holly Nelson – Housing & Neighborhood Services Manager



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Sincerely,

Ed Bennett

Code Compliance Manager

CC: Andrew Firestine – Director of Development Services
Holly Nelson – Housing & Neighborhood Services Manager

# THOMSEN PROPERTIES

#### Rent Assistance Program - About

This program is offered to residents who may be suffering economic hardships in their daily lives. Any rental assistance will be in the form of the approved amount credited to monthly rent.

The approval for rent assistance will be made by the Costa Mesa office. Determination of eligibility will be based on the submission of the completed confidential questionnaire along with proof of income. The application process and results will remain a private matter between management and the resident and decisions typically take 5 business days once a fully completed application is received. Contact info for the Costa Mesa office is 949.642.0770 or info@tprop.net.

The requirements for the rental assistance are as follows:

- Provide most recent paystubs or other reliable forms of proof of income of which cover a twomonth period
- \* Provide last 3 months of all bank account statements, all pages
- Provide most recent tax return
- Requalification is required annually
- \* Resident must have attempted to apply for Section 8 Rental Assistance if the program is closed, or a waitlist applies, submit with this application applicable verbiage from the website
- \* Current income must be less than 90% of the income at time of qualification and approval for tenancy
- Resident is in good standing with the community's Rules and Regulations
- Resident in the community for a minimum of 24 months

Rental Assistance will be terminated, on any of the following events:

- The sale or transfer of the mobilehome/RV
- 2. Failure to maintain, repair, or care for the mobilehome/RV
- 3. Failure to comply with the terms of the Rental Agreement or Rules and Regulations
- 4. Termination of tenancy in the park
- 5. At any time management deletes the program
- 6. Change in financial circumstances that would alter eligibility status
- 7. Evidence of inaccurate information provided during the application process

TEL: 949.642.0770



## **STAFF REPORT**

June 14, 2023 File Number 0800-10; 0850-20

**SUBJECT** 

<u>PL22-0134/PL22-0154 – ASH STREET TENTATIVE SUBDIVISION MAP AND ANNEXATION/REORGANIZATIONS</u>

#### **DEPARTMENT**

Development Services Department, Planning Division

#### RECOMMENDATION

Request the City Council adopt Resolution No. 2023-70, approving a Tentative Subdivision Map and Annexation/Reorganization for a 20-unit residential subdivision located at 0 Ash Street (APN: 224-130-10-00) ("Project"). Ancillary to the Project, a property at 508 Stanley Avenue would also be annexed into the City of Escondido. The request also includes the adoption of a Final Mitigated Negative Declaration prepared for the Project pursuant to the California Environmental Quality Act (CEQA).

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services)

Presenter: Ivan Flores, Associate Planner

#### PLANNING COMMISSION RECOMMENDATION

The Planning Commission considered the Project at its May 23, 2023 meeting, and the staff report has been included as Attachment "1." The Planning Commission voted 6 – 0 recommending approval of the Project to City Council with modified conditions of approval (See Attachment "2"). Furthermore, the Planning Commission's recommendation of approval was contingent on requiring the applicant to pay the North Broadway Deficiency Area (NBDA) fee; additional information, and analysis are provided below.

#### **PROJECT DESCRIPTION**

Escondido North, LLC ("Applicant") applied for a Tentative Subdivision Map and Annexation for a 20-unit residential subdivision (Planning Case No. PL22-0134/PL22-0154). The subdivision would consist of 20 lots for residential purposes (19 market rate and 1 affordable) and 2 letter lots for open space, and biofiltration system. The Project includes a request for a density bonus which enables an increase in the otherwise allowable residential density in exchange for the provision of affordable housing units.

A complete project description can be found on the May 23, 2023, Planning Commission staff report (Attachment "1").



#### STAFF REPORT

#### **PREVIOUS ACTION**

On July 20, 2022, the City Council authorized the intake and processing of the annexation request. That authorization does not commit the City Council to any future action on the Project.

#### **LOCATION**

The Project is located in the northern portion of the City of Escondido and is bounded by Stanley Avenue to the north, Ash Street to the east, and Lehner Avenue to the southern. The Project site is addressed at 0 Ash Street (APN:224-130-10-00).

#### **ANALYSIS**

The Project is located within the Suburban (S) General Plan Land Use designation and Single Family Residential (R-1-10; 10,000 sq. ft. minimum lot size) zoning district. The parcel was pre-zoned R-1-10 during a previous annexation effort; however, the annexation was not finalized. The Project proposes parcels which are smaller than those typically allowed in the subject zone. Because the Project includes a density bonus request, the lot sizes are permitted pursuant to the State Density Bonus Law and Article 67 of the Escondido Zoning Code. A complete analysis of the Project can be found in Attachment "1."

#### **NORTH BROADWAY DEFICIENCY AREA (NBDA)**

On May 18, 2023, City staff received a request by the applicant to remove and/or modify conditions of approval associated with the project. Staff and the Planning Commission agreed to modify a number of conditions, including a fee related to the North Broadway Deficiency Area. The applicant will be responsible for payment of the fee which amounts to \$12,500 per lot in the new development.

The NBDA was established in May 1994 (Ordinance No. 94-16; "Growth Management Ordinance") to facilitate development in an area of the City that lacked the necessary infrastructure, such as sewer and water to service the area. The City has collected fees from applicants as the area has been developed and traditionally was done through a Development Agreement; however, in this case, staff is recommending to collect the fee via a condition of approval. The fee reflects previous payments made by surrounding developments.

During the May 23, 2023, Planning Commission meeting the applicant's lawyer made public comment regarding the legality of the NBDA, and its application to this Project. While staff agrees that the Project currently is not within the NBDA area, the Project will be within the geographic area upon annexation into the City (see Attachment 3). The City's policy and past practice for surrounding developments (Lexington and Pradera) have been payment of the NBDA fee upon annexation into the City's jurisdiction. As shown on page 2 of Attachment 3, the surrounding developments were required to pay the fee upon annexation due their contribution to deficiencies identified in the Growth Management Ordinance.



#### STAFF REPORT

At the time of the adoption of the NBDA area, the affected parcels were only City parcels; however, subsequent annexations have been required to pay the fee. Staff and the Planning Commission recommend approval of the Project with the condition that the Project pays the fee as has been the practice.

#### **FISCAL ANALYSIS**

The Project is a private development project that will require the payment of development impact fees in effect at the time permits are requested. In addition, as part of the overall decision-making process to move forward with a proposed development project, it is important to evaluate the contributions and demands that development will place upon the City's general fund and ability to provide ongoing public services. To avoid the need to subsidize new development, current City policy requires the developer of a private development project to establish a special funding mechanism to ensure that new development pays for itself.

Community Facilities District ("CFD") No. 2020-1, Citywide Services, was formed by the City Council on May 13, 2020 as a means by which a developer can offset its impacts to the provision of ongoing public services. The special tax that would be assessed on projects that opt to annex into the CFD is based upon the Fiscal Impact Analysis (FIA) that was prepared to support the creation of CFD No. 2020-01. While other means of offsetting general fund impacts are available, the benefit of entering CFD No. 2020-01 is that the annexation process is significantly streamlined, which saves staff time and costs to developers.

At the time of this writing, an applicant is required to fully offset potential impacts to the General Fund created by their project. This can be accomplished through either formation of a CFD, annexation into CFD No. 2020-01, or establishment of another lawful funding mechanism reasonably acceptable to the City ("Public Services Funding Agreement"). Should an applicant desire to utilize the streamlined process available through annexation into CFD No. 2020-01, they would be required to sign a Unanimous Consent to Annex, which serves as their authorization to annex. The Applicant declined to sign a Unanimous Consent to Annex at this time because they intend to sell the entitled Project to another developer. This would allow that developer an opportunity to decide whether they want to join citywide CFD No. 2020-1 or explore different options for the funding of ongoing public services. A Letter of Intent to Offset and Fund Ongoing Public Services has been provided by the applicant to this effect and is included as Attachment 3 to the Planning Commission staff report. Additionally, a condition of approval has been included as part of Exhibit "F" to draft City Council Resolution No. 2023-70 to reflect the requirement to establish a funding mechanism as described above prior to the recordation of the Final Map. (It should be noted, however, that the City Council has directed staff to look at the current policy and bring back recommendations that may modify this requirement.)

If the future developer opts to annex into CFD No. 2020-01, the Project would fall into Category 1. The maximum established levy for Category 1 is \$575.19 per unit for the tax year 2023/24, subject to annual adjustments which currently are based on the Consumer Price Index or 2%, whichever is greater. The City



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Council retains the discretionary authority to set the levy each year which could be set an amount less than the maximum levy. The costs for providing ongoing municipal services to the 20-unit Project is estimated at \$11,504. If annexation into CFD No. 2020-01 is the way by which the developer opts to provide the ongoing funding source, the affordable housing units would be included in the annexation; however, State law provides an exemption from CFDs for affordable housing owners that meet specific criteria (referred to as the welfare exemption) Should the developer opt to pursue a funding mechanism other than CFD No. 2020-01, such mechanism, including the assessment rate, would be subject to approval by City Council.

#### **ENVIRONMENTAL REVIEW**

The California Environmental Quality Act (CEQA) applies to proposed projects initiated by, funded by, or requiring discretionary approvals from state or local government agencies. CEQA Guidelines Section 15367 states that a lead agency, in this case, the City of Escondido, is the agency that has the principal responsibility for carrying out or approving a project and is responsible for compliance with CEQA. As lead agency, the City must complete an environmental review to determine if implementation of the Project would result in significant adverse environmental impacts. In compliance with CEQA, an Initial Study ("IS") was prepared to assist in making that determination. Based on the nature and scope of the Project and the evaluation contained in the IS environmental checklist, the City has concluded that a Mitigated Negative Declaration ("MND") is the appropriate level of analysis for the Project.

As provided in CEQA Statute Section 21064.5, and stated in CEQA Guidelines section 15070, an MND can be prepared when "(a) the initial study shows that there is not substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment, or (b) the initial study identifies potentially significant effects, but (1) revisions in the project plans or proposals made by, or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur; and (2) there is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment." The MND prepared for the Project identified potentially significant impacts in the areas of Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Noise, and Tribal Cultural Resources. However, through the incorporation of mitigation measures, the impacts can be reduced to a less-than-significant level.

A Draft IS/MND was released for a 20-day public review period from March 30, 2023, to April 19, 2023. Two comment letters were received and identified the inclusion of an affordable unit as an area of concern. Responses to those comments were prepared and have been incorporated into a Final IS/MND. The Final IS/MND has identified no new environmental impacts which have not been addressed through the aforementioned mitigation measures. The Final IS/MND has been included as Exhibit "C" to Resolution No. 2023-70.



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#### **CONCLUSION**

The Project proposes a residential subdivision that is compatible with the surrounding uses and makes efficient use of the Property. Additionally, the Project would include much-needed affordable housing and provide opportunities for home-ownership in a suburban setting where such housing is not typically available. Because the Project must be reviewed and processed consistent with the State Density Bonus Law, it is therefore consistent with the General Plan land use designation for the site, as well as other applicable General Plan goals and policies. Additionally, the provision of 1 affordable housing unit will assist the City in meeting the housing goals established by the Regional Housing Needs Allocation. The project is consistent with the provisions of Article 67 of the Escondido Zoning Code and State Density Bonus law.

Both the Planning Commission and City staff recommend the City Council approve the Project, including the adoption of the final Mitigated Negative Declaration prepared for it, and make an application to LAFCO for annexation/reorganization of a portion of the Project site.

#### **RESOLUTIONS**

- a. Resolution No. 2023-70
- b. Resolution No. 2023-70, Exhibit A F

#### **ATTACHMENTS**

- a. Attachment "1" May 25, 2023 Planning Commission Staff Report
- b. Attachment "2" May 25, 2023 Planning Commission Memo from Staff
- c. Attachment "3" North Broadway Deficiency Area Boundary



## STAFF REPORT

# May 23, 2023 PL22-0134/PL22-0154 - Ash Street Subdivision and Annexation

#### PROJECT NUMBER / NAME: PL22-0134/PL22-0154 - Ash Street Subdivision and Annexation

**REQUEST:** A request for a Tentative Subdivision Map to subdivide approximately 5.09 acres into 20 single-family residential lots with two lettered lots for a biofiltration basin and open space. The Project includes the construction of 20 new single-family detached residences. A Density Bonus is requested that will restrict one of the lots for "very low income" buyers. The project site is currently within the Sphere of Influence of the City of Escondido and Planning Area, and annexation from unincorporated County territory into the City of Escondido is requested. Ancillary to the project, a property at 508 Stanley Avenue would also be annexed into the City of Escondido to obtain sewer service. The proposal includes the adoption of an Initial Study/Mitigated Negative Declaration prepared for the Project.

PROPERTY SIZE AND LOCATION: The approximately 5.09-acre project site is located in the northern portion of the City of Escondido and is bounded by Stanley Avenue to the north, Ash Street to the east, and Lehner Avenue to the south. The project site is addressed at 0 Ash Street (APN: 224-130-10-00)

**GENERAL PLAN / ZONING:** Suburban (S)/Pre-zoned single family residential (PZ-R-1-10; 10,000 sq. ft. minimum lot size)

APPLICANT: Escondido North LLC

PRIMARY REPRESENTATIVE: Dylan Bird and John

Kaye (Argus Land Company)

DISCRETIONARY ACTIONS REQUESTED: Ten	tative Subdivision Map and Annexation
PREVIOUS ACTIONS: The City Council authorize	ed the intake and processing of the annexation on July 20, 2022.
PROJECT PLANNER: Ivan Flores, AICP, Associ	ate Planner
CEQA RECOMMENDATION: Recommend Adop	tion of the Final Initial Study/Mitigated Negative Declaration
STAFF RECOMMENDATION: Recommend App	roval
REQUESTED ACTION: Approve Planning Comm	ission Resolution No. 2023-09
CITY COUNCIL HEARING REQUIRED: 🛛 YE	S 🗆 NO
REPORT APPROVALS:	<ul> <li>☐ Andrew Firestine, Director of Development Services</li> <li>☒ Adam Finestone, City Planner</li> </ul>



#### STAFF REPORT

#### BACKGROUND

The project site is approximately 5.09-acres, and is within the County of San Diego. The area consists of existing suburban and semi-rural residential neighborhoods, as well as vacant land. The site is located within the Suburban (S) General Plan land use designation, and is zoned Pre-zone single family residential (PZ-R-1-10; 10,00 square foot minimum lot size). The site, and surrounding parcels, were pre-zoned under a previous annexation effort (86-95-PZ).

#### SUMMARY OF REQUEST

Escondido North, LLC ("Applicant") submitted an application for a Tentative Subdivision Map and Annexation to subdivide the Property into 20 single-family residential lots and two lettered lots, as depicted on Exhibit B draft Planning Commission Resolution No. 2023-09, which itself is included as Attachment 5 to this report ("Project"). The single-family lots would accommodate up to 20 new single-family residences. Lot sizes would range from 6,007 square-feet to 9,180 square-feet in size. The lettered lots would be utilized for open space and a stormwater detention basin. The Project site is bounded by Stanley Avenue to the north, North Ash Street to the east, and Lehner Avenue to the west (APN: 224-130-10-00). Separate from the Project, an ancillary property at 508 Stanley Avenue (APN 224-130-45-00) is also requesting annexation, however, no development is proposed at this site (see Attachment 1).

The underlying zoning and General Plan land use designations for the property would allow up to 17 dwelling units (3.3 dwelling units per acre). Article 67 (Density Bonus and Residential Incentives) of the Escondido Zoning Code (EZC), and State Density Bonus law, allow an increase in residential density for projects that restrict a percentage of those base units as affordable housing units. The Applicant proposes to restrict 1 unit for affordable housing to very low-income households (those making less than 50% of the area median income [AMI]) which would permit up to 4 additional units. The Project is also entitled to up to 1 incentive/concession, and can request other waivers to development standards that are necessary to accommodate the construction of the project. The Applicant is only proposing to construct 3 additional units for a total of 20 units (19 market-rate and affordable housing unit), and requests 1 incentive/concession related to the undergrounding of overhead utilities along the Project's frontage.

Typically, the Planning Commission is responsible for reviewing and approving Tentative Subdivision Maps as outlined in Chapter 32 of the Escondido Municipal Code. In this case, the Planning Commission is making a recommendation to the City Council due to an accompany discretionary action that requires review by the City Council. Here, the request for annexation requires action by City Council, therefore the role of the Panning Commission is to make a recommendation to City Council for approval or denial of both the Tentative Subdivision Map and the Annexation request.

#### SUPPLEMENTAL DETAILS OF REQUEST

Property Size: 5.09 acres



#### STAFF REPORT

2. Number of Units: 20 units

	Minimum Required	Provided Provided
3. Unit Size:	N/A	N/A*
4. Minimum Lot Area:	10,000 square-feet	6,007 square-feet**
5. Density:	3.3 DUs/acre	3.9 DUs/acre**
6. Lot Coverage/Floor Are Ratio:	40%	50%**
7. Building Height	35'	35'
8. Floor Area Ratio (FAR)	.5	.7**
9. Setbacks:		
a. Front Yard:	15'	10' ** ***
b. Rear Yard:	20'	15′ **
c. Side Yard:	5'	5' on either side **
10. Accessory Building Setbacks:	Subject to EZC Section 33-102	Same as primary building
11. Parking:	2 covered spaces/unit	2 covered spaces/unit
12. Average Lot Width:	80'	60′ **
13. Minimum Street Lot Frontage	: 35'	30′ **

<sup>\*</sup> Unit size to be determined during Design Review pursuant to Article 64 (Design Review) of the Escondido Zoning Code

#### PROJECT ANALYSIS

#### 1. General Plan Conformance:

#### a. Land Use and Community Form:

The City's General Plan land-use designation for the project site is Suburban (S), allowing single-family residential development up to 3.3 dwelling units per acre. Based on the size of the Property (5.09 acres), the underlying land use designation would allow up to 17 units. The request to subdivide the Property site into 20 lots with a resulting net density (excluding dedicated rights-of-way) of 3.9 units per acre is consistent with the land-use designation as described further below.

State Density Bonus law is codified in Government Code Section 65915 – 65918, and specifically states, "granting of a density bonus shall not require, or be interpreted, in and of itself, to require a general plan amendment, zone change, or other discretionary approval." As such, regardless of density, the Project is consistent with the provisions of

<sup>\*\*</sup> Deviations proposed as part of density bonus request

<sup>\*\*\*</sup> Lot 13 will be the only lot with a 10' front yard setback. All remaining lots will have 15'.



#### STAFF REPORT

the General Plan as long as it complies with State Density Bonus law and Article 67 of the Escondido Zoning Code.

#### b. Housing Element and "No Net Loss"

The City is taking steps to encourage, promote, and facilitate the development of housing consistent with policies 1.1 and 2.1 of the Housing Element of the General Plan, while accommodating the City's share of regional housing needs, consistent with Government Code section 65584. No Net Loss Law (Government Code section 65863) ensures development opportunities remain available throughout the planning period to accommodate a jurisdiction's Regional Housing Needs Allocation ("RHNA"), especially for lower- and moderate-income households. In general, jurisdictions cannot approve new housing at significantly lower densities or at different income categories than was projected in the Housing Element without making specific findings and identifying other sites that could accommodate the units and affordability levels "lost" as a result of the approval. The "no net loss" provisions apply when a site is included in the jurisdiction's Housing Element's inventory of sites and is either rezoned to a lower residential density or is approved at a lower residential density than shown in the Housing Element. (Gov't Code § 65863(b).) The Project is not included in the jurisdiction's Housing Element's inventory of sites, and does not include a rezone to a lower residential density.

#### 2. Zoning or Specific Plan Conformance:

The Project consists of the construction of single-family residential units, street improvements, stormwater basins, and open space area. A zone change is not proposed; however, lot sizes will be smaller than those otherwise required in the subject property's R-1-10 zone, pursuant to State Density Bonus Law and Article 67 of the Escondido Zoning Code. Modifications to other development standards and zoning code requirements necessary to make the provision of affordable housing units feasible have been requested, as described in the Supplemental Details of Request above. Pursuant to Government Code section 65915(e)(1), a city may not "apply any development standards that will have the effect of physically precluding the construction of a development...at the densities or with the concessions or incentives permitted" by Density Bonus Law.

#### 3. Density Bonus and Residential Incentives

Article 67 of the Escondido Zoning Code is intended to encourage and incentivize the production of housing affordable to all segments of the population, consistent with State Density Bonus law. At a high level, a density bonus project is permitted to build more units than would otherwise be permitted on a particular property in exchange for restricting a percentage of those units for moderate, low, or very-low income households. The increase in density is based on the



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percentage of units restricted and the income level at which they are restricted for. A density bonus project is also entitled to up to three incentives or concessions, which are defined in Government Code section 65915(k), in part, to include "[a] reduction in site development standards or a modification of zoning code requirements or architectural design requirements... that results in identifiable and actual cost reductions..." A density bonus project is allowed a maximum increase in density of 50% and a maximum of three incentives or concessions. Additionally, density bonus projects are entitled to waivers from development standards which would have the effect of physically precluding the construction of the proposed density bonus project. For reference, Article 67 of the Escondido Zoning Code can be found at the following link: <a href="https://library.qcode.us/lib/escondido-ca/pub/municipal-code/item/chapter-33article-67?vie-w=all.">https://library.qcode.us/lib/escondido-ca/pub/municipal-code/item/chapter-33article-67?vie-w=all.</a>

The Applicant has submitted a *Density Bonus Project Proposal* ("Proposal") which outlines their request. It has been updated several times, most recently on February 13, 2023 to address issues that have been identified through the entitlement process, and is included as Attachment 2 to this staff report. The Proposal includes a density bonus calculation which identifies the number of units/lots that could be created on the parcel based on the General Plan land use designation, and how many density bonus units could be gained based on the number of affordable housing units that would be provided. As shown in the Proposal, the property could accommodate 17 dwelling units, and by reserving 1 of them (5.88%) as affordable units for very low-income households (those making less than 50% of the AMI, adjusted for household size), the project could ultimately yield up to 4 bonus units (20% increase in density). While this would allow the Applicant to provide up to 21 units, the Project only proposes 20 units.

The Applicant has also requested one incentive or concession for the Project. Specifically, they have requested that the City eliminate the requirement to underground the existing overhead lines along the Project's frontage. Article 3 (Undergrounding) of Chapter 23 (Streets and Sidewalks) in the Escondido Municipal Code (EMC), requires new development projects to underground all utility distribution facilities, including cable television and communication facilities. The EMC provides that in certain situations a developer may pay a fee in-lieu of undergrounding. In this case, the applicant is requesting that the City eliminate the requirement to underground, and, consequently, no in-lieu fee would be required. Based on State Density Bonus law, the applicant is entitled to one incentive or concession which would include the Applicant's request. The plans attached the resolution do not reflect this request, and the applicant will be responsible for providing updated plans prior to issuance of any permits.

#### 4. Annexation:

As part of the annexation process, the Applicant surveyed other property owners in the nearby unincorporated County of San Diego to determine if they had any interest in annexing into the City along with the parcel that would be annexed as a part of the Project. The City received one



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response in favor of joining the annexation, for a property located at 508 Stanley Avenue. Should the Project be approved by the City Council, annexation would be subject to approval by the Local Agency Formation Commission (LAFCO) prior to Final Map recordation. The City Council's approval would authorize the Applicant to apply for annexation to LAFCO on the City's behalf.

#### 5. Climate Action Plan Consistency:

The Applicant prepared and submitted a Climate Action Plan Checklist, and is screened out of additional Greenhouse Gas Analysis based on the project type. Projects that are screened out are assumed to have a less than significant impact on GHG emissions. The screening threshold for single family uses is 36 dwelling units, and the Project is only proposing 20 dwelling units. As such, the Project has been determined to be consistent with the Climate Action Plan.

#### 6. Site Design

#### a. Subdivision Design, Access and Parking:

The Applicant proposes to subdivide the property into 20 single-family residential lots ranging in size from 6,007 square-feet to 9,180 square-feet, with the average size being 7,549 square-feet. The Project will take access via a new public street with its entrance on Lehner Avenue. The public street would terminate in a cul-de-sac which is typical of a suburban street grid.

The Project would be required to dedicate 8 feet of land on the north side of Lehner Avenue as public right-of-way. Required public right-of-way along all other Project frontages already exists, and all streets would be improved to their ultimate half-street width with curb, gutter, and sidewalk on the Project-side of the streets, as required by city standards.

The Project includes two letter lots for a biofiltration basin (Lot A) and open space (Lot B). The open space lot is approximately 16,919 square-feet and will be undisturbed due to an existing San Diego County Water Authority easement for a buried pipe. The biofiltration basin is located adjacent to Lehner Avenue and will have access from within the subdivision, and via a driveway on Lehner Avenue.

Even though Density Bonus law would allow for a reduction in the number of required on-site parking spaces, the Project would provide two covered parking spaces for each unit in accordance with Article 39 (Off-Street Parking) of the Escondido Zoning Code. Additional parking would be available in the driveways for most of the single-family residences. On-street parking within the Project site would be allowed except along culde-sacs, where parking would be prohibited in order to provide the necessary turning



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radius for fire trucks. A condition of approval would be applied to the project requiring driveways on the internal street to be located in a manner to allow the greatest number of onstreet parking spaces possible. Parking would also be permitted be on the external public streets (Stanley Avenue, Lehner Avenue, and Ash).

#### b. Grading:

The existing high-point of the Property is at the northerly property line adjacent to Stanley Avenue, with the property generally sloping down from north to south from that point. Grading would consist of a combination of cut and fill slopes to provide relatively flat pads for the new lots. The largest cut slope would be approximately a maximum of 8'-0" in height, and is adjacent to Stanley Avenue, and a fill slope is proposed adjacent to Lehner Avenue with a maximum height of 7'-6" for the bio-infiltration basin. The grading of the site will be designed in accordance with Article 55 (Grading and Erosion Control) of the EZC.

#### c. Open Space and Landscaping

As required by Chapter 32 (Subdivisions) of the EMC, a conceptual landscape plan was provided by the applicant. The applicant is proposing a combination of trees and shrubs for the development including but not limited to: Rhus lancea ("African Sumac") and Laurus Nobilis ("Sweet Bay") for the perimeter parkways on Lehner Avenue and Stanley Avenue and as street trees along Street "A"; Quercus Agrifolia ("Coast Live Oak") and Salix Lasiolepsis ("Arroyo Willow") for the detention basin and the slopes; and, Prunus Caroliniana ("Carolina Laurel Cherry") for the individual lots. Due to an existing San Diego County Water Authority (SDCWA) easement on Lot B, no landscaping or trees are proposed for this area.

#### d. Phasing of Development:

The Applicant has indicated to staff that they do not intend to construct the project themselves. Rather, they would sell the project for construction by a different entity. This is common for development projects due to areas of expertise, with some developers focusing on processing entitlements of land and others with more experience in actual construction.

As discussed in Attachment 2, the Applicant has stated that the affordable housing unit would be developed by Habitat for Humanity, a non-profit organization with expertise in construction and management of affordable housing projects. Upon completion of construction, Habitat for Humanity would be responsible for identifying and qualifying prospective buyers of the affordable housing unit. A deed restriction would be placed on



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that unit to ensure that future sales of the unit is limited to low-income households for a period of 55 years. The restrictions would be included in an affordable housing agreement that would be recorded concurrently with the final map for the project.

Because the Project has requested an increase in allowable density pursuant to State Density Bonus Law and Article 67 of the Escondido Zoning Code, it is important to ensure that the affordable housing unit be constructed in a timely manner. As a residential subdivision where the affordable unit is anticipated to be constructed by a different developer than the market-rate units, assurances must be put in place to ensure that the City receives the benefits derived from the provision of affordable housing prior to construction of the market-rate units in a quantity which exceeds that which would otherwise be permitted on the Property. Development of the Property could yield up to 17 units absent the density bonus. As such, conditions would be placed on approval of the Project that would require the issuance of a certificate of occupancy for the affordable housing unit prior to issuance of the building permit for the 17th market rate unit.

#### **FISCAL ANALYSIS**

The proposed Project is a private development project that will require the payment of fees in effect at the time permits are requested. As part of the overall decision-making process to move forward with a proposed development project, it is important to evaluate the contributions and demands that development will place upon a public agency's general fund and the city or county's ability to provide ongoing public services. To avoid the need for a city or county to subsidize new development, cities and counties can establish or require special funding mechanisms to ensure that new development pays for itself.

Community Facilities District ("CFD") No. 2020-1, Citywide Services, was formed by the City Council on May 13, 2020. The special tax that will be assessed on properties as a result of the development of new residential units is based upon the Fiscal Impact Analysis (FIA) that was prepared to support the creation of CFD No. 2020-01. Developers to whom these residential project entitlements are assigned are responsible to establish a funding mechanism to provide a source of funds for the ongoing municipal services required for the project. The benefit of entering CFD No. 2020-01 is that the annexation process is significantly streamlined, which saves staff time and costs to developers.

At the time of this writing, an applicant is required to fully offset potential impacts to the General Fund created by their project. This can be accomplished through either formation of a CFD, annexation into CFD No. 2020-01, or establishment of another lawful funding mechanism reasonably acceptable to the City ("Public Services Funding Agreement"). Should an applicant desire to utilize the streamlined process available through annexation into CFD No. 2020-01, they would be required to sign a Letter of Intent ("LOI") to do so, which serves as their authorization to annex. The Applicant declined to sign an LOI because they intend to sell the entitled Project to another developer. This would allow that developer an



#### STAFF REPORT

opportunity to decide whether they want to join citywide CFD No. 2020-1 or explore different options for the funding of on-going public services. A Letter of Intent to Offset and Fund Ongoing Public Services has been provided by the applicant to this effect and is included with this staff report as Attachment 3. Additionally, a condition of approval has been included as part of Exhibit "E" to draft Planning Commission Resolution No. 2023-09 to reflect the requirement to establish a funding mechanism as described above prior to recordation of the Final Map. (It should be noted, however, that the City Council has directed staff to look at the current policy and bring back recommendations that may modify this requirement.)

If the future developer opts to annex into CFD No. 2020-01, the Project would fall into Category 1. The current rate for Category 1 is \$575.19 per unit through the end of this fiscal year (June 30, 2023), subject to annual adjustments which currently are based on the Consumer Price Index or 2%, whichever is greater. The total annual cost for the 20-unit Project would be approximately \$11,504. If annexation into CFD No. 2020-01 is the way by which the developer opts to provide the ongoing services.

#### **ENVIRONMENTIAL ANALYSIS**

The California Environmental Quality Act (CEQA) applies to proposed projects initiated by, funded by, or requiring discretionary approvals from state or local government agencies. CEQA Guidelines Section 15367 states that a lead agency, in this case, the City of Escondido, is the agency that has the principal responsibility for carrying out or approving a project and is responsible for compliance with CEQA. As lead agency, the City must complete an environmental review to determine if implementation of the Project would result in significant adverse environmental impacts. In compliance with CEQA, an Initial Study ("IS") was prepared to assist in making that determination. Based on the nature and scope of the Project and the evaluation contained in the IS environmental checklist, the City has concluded that a Mitigated Negative Declaration ("MND") is the appropriate level of analysis for the Project.

As provided in CEQA Statute Section 21064.5, and stated in CEQA Guidelines section 15070, an MND can be prepared when "(a) the initial study shows that there is not substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment, or (b) the initial study identifies potentially significant effects, but (1) revisions in the project plans or proposals made by, or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur; and (2) there is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment." The MND prepared for the Project identified potentially significant impacts in the areas of Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Noise, and Tribal Cultural Resources. However, through incorporation of mitigation measures, the impacts can be reduced to a less-than-significant level.

A Draft IS/MND was released for a 20-day public review period from March 30, 2023 to April 19, 2023. Two comment letters were received, and identified the inclusion of an affordable unit as an area of concern. Responses to those comments were prepared and have been incorporated into a Final IS/MND.



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The Final IS/MND has identified no new environmental impacts which have not been addressed through the aforementioned mitigation measures. The Final IS/MND has been included as Exhibit "F" to Planning Commission Resolution No. 2023-09.

#### PUBLIC INPUT

In addition to public notification provided when the Draft IS/MND was released for public review, notification of this public hearing was provided consistent with the requirements of both the Escondido Zoning Code and the State Law. Additionally, because the Project includes a request for annexation, surveys were provided to property owners in the surrounding unincorporated County of San Diego as described in the Annexation section above. The City received one comment from a neighboring property with their main concerns being privacy, and the location of the stormwater basin (Attachment 4). Beyond these comments, staff has not received any correspondence from the public regarding the Project as of the publication of this report.

#### CONCLUSION AND RECOMMENDATION

The Project proposes a residential subdivision that is compatible with the surrounding uses and makes efficient use of the Property. Additionally, the Project would include much-needed affordable housing and provide opportunities for home-ownership in a suburban setting where such housing is not typically available. The project is consistent with the provisions of Article 67 of the Escondido Zoning Code and State Density Bonus law.

Staff recommends that the Planning Commission adopt Resolution 2023-09, recommending City Council approval of the Tentative Subdivision Map, and Annexation, based on the findings of fact and conditions of approval included as Exhibits "D" and "E," respectively, to said Resolution, and adoption of the Mitigated Negative Declaration prepared for the Project included as Exhibit "F" to said Resolution.

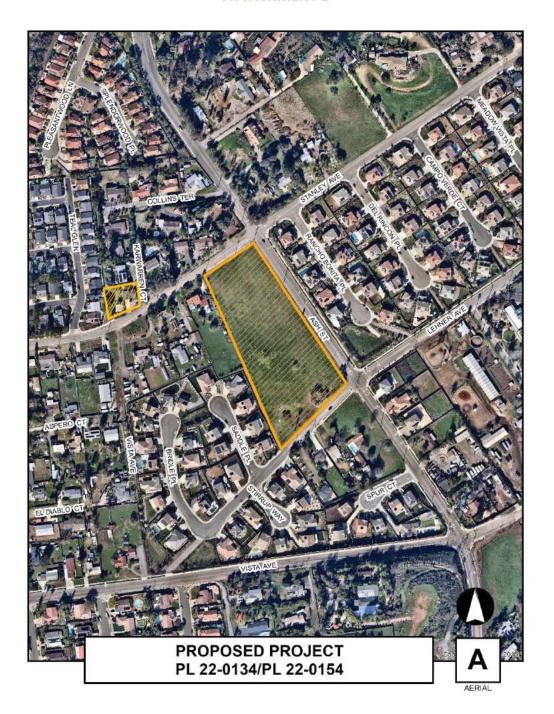
#### ATTACHMENTS

- Location, General Plan Map, and Zoning
- 2. Density Bonus Proposal (revised February 13, 2023)
- 3. Letter of Intent to Offset and Fund Ongoing Public Services (signed April 10, 2023)
- 4. Public Correspondence
- Draft Planning Commission Resolution No. 2023-09 including Exhibits A, B, C, D, E, and F



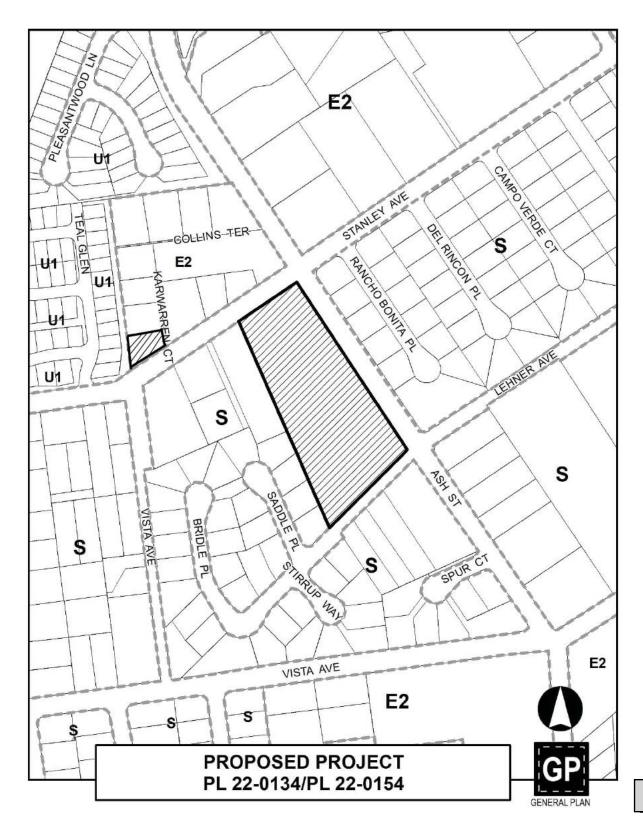
#### STAFF REPORT

#### **ATTACHMENT 1**



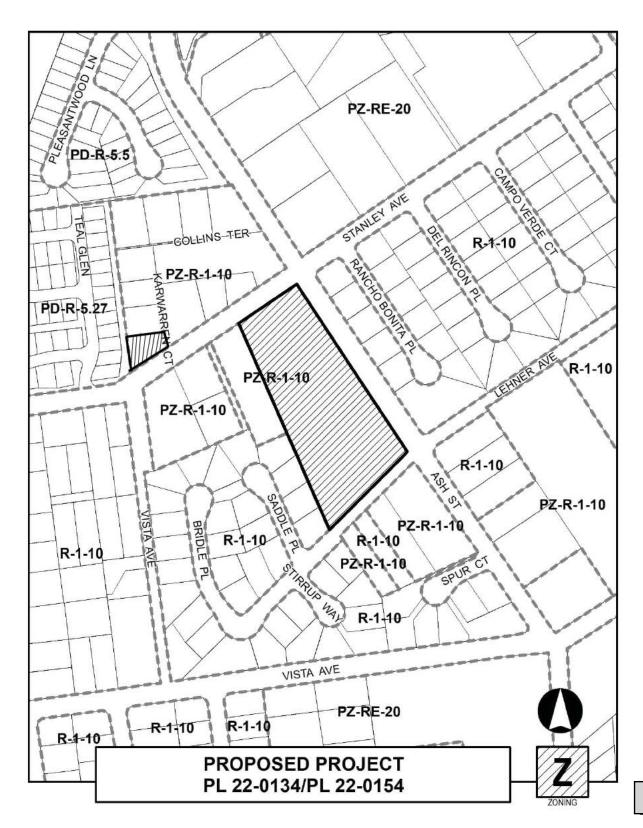


#### STAFF REPORT





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#### ATTACHMENT 2

# **Escondido North LLC**

### Density Bonus Project Proposal

Revised 2/13/23

Escondido North LLC is proposing the development of a density bonus project consisting of 20 single-family lots. Nineteen are to be market-rate and one is to be designated as affordable being restricted to "very-low-income" buyers. The site consists of one parcel with APN 224-130-10, and lies west of the intersection of North Ash Street and Lehner Avenue, extending from Lehner Avenue to Stanley Avenue. The site is surrounded by new homes as well as older housing stock.

Pursuant to Escondido Municipal Code Sections 33-1412 and 33-1413, the applicant for a density bonus project shall submit a written proposal for the project including the information provided below. This document is intended to satisfy the requirements therein.

Housing costs and market pricing depend on market conditions, including mortgage rates. As such, pricing for the market-rate units would be determined at the time they come to market. By law, pricing for restricted units is based on the area median income and depends on the size of the household. For "very-low-income" units, housing costs cannot exceed 30% of 50% of the area median income for a family of a given size. The restricted pricing would be set accordingly, depending on those factors at the time the home is available. Habitat for Humanity has expertise in the construction of affordable housing, identification and qualification of buyers, and the sale of affordable housing to them. They would manage and control the construction and sale of the affordable unit, and would be responsible for identifying and qualifying the buyer.

#### **Density Bonus Calculations**

The property has a General Plan designation of 3.3 DUs per acre as shown in the table below. In addition to the information required by code (in bold), additional information is included for clarity. Please note that four bonus DUs and 21 total DUs are allowed, as shown in the table, but the project only proposes three bonus DUs and 20 total DUs.

Acres	GP DUs/Ac	GP DUs	Proposed Very Low Income Units			Allowed Density Bonus DUs	C 7 F To 7 G S	Allowed DUs/Acre
5.09	3.3	17	1	5.88%	20.0%	4	21	4.1

There are not currently any dwelling units on the property nor have there been in the last five years.

Title does not show any recorded covenant, ordinance, or law that has restricted rents on these parcels in the last five years.

[Continued on the next page]

#### Concessions/Incentives

The proposed project provides one very-low income unit of the General Plan-designated 17 units, or 5.88% very-low income units. Pursuant to Government Code section 65915(d)(2) and EMC Sec. 33-1414(a)(1)(A), a project that provides at least 5% of the units for very-low-income households shall receive one incentive/concession. The incentive/concession proposed is a waiver of the requirement to underground the existing site-adjacent utilities.

#### Waivers

Pursuant to Government Code section 65915(e)(1), development standards may not be imposed that would preclude the construction of a project that is allowed under the density bonus law. The table below lists changes or waivers to development standards that, if not granted, would physically preclude the construction of the project as designed. All identified development standards fall squarely under the definition of "development standards" in Government Code section 65915(o)(1) which includes "a site or construction condition... that applies to a residential development pursuant to any... policy...."

Concession/ Incentive/ Waiver	Development Standard per General Plan or Fee	Proposed	Justification
Front Yard Setback	15' with street-facing garage to be setback 20'	10' with street- facing garage allowed to be setback 10'	The existing standard would preclude construction of the project as designed. The project makes efficient use of the site which results in limited physical area to meet the setback standard. It would need to be reduced in order for the project to be constructed as designed.
Interior Side Yard Setback	5' on one side (and 10' on the other, unless abutting an alley)	5' on either side	The existing standard would preclude construction of the project as designed. The project makes efficient use of the site which results in limited physical area to meet the setback standard. It would need to be reduced in order for the project to be constructed as designed.
Accessory Building Setback Requirements	Front, side, and rear setback requirements as stated in EMC Sec. 33-102	Any reference in EMC Sec. 33-102 to "underlying" zoning shall be interpreted as the main building's actual setback which may have been reduced given the setback waivers herein	As the primary dwelling unit may have reduced setbacks, the ADU's setback would need to be reduced as well. The existing development standard would need to be reduced in order for the project to be constructed as designed.

Min. Lot Area	10,000 SF	6,000 SF	The existing standard would preclude construction of the project as designed. The project makes efficient use of the site which results in limited physical area to meet the lot area standard. It would need to be reduced in order for the project to be constructed as designed.
Avg. Lot Width	80'	60'	The existing standard would preclude construction of the project as designed. The project makes efficient use of the site which results in limited physical area to meet the standard. It would need to be reduced in order for the project to be constructed as designed.
Max Lot Coverage for Primary & Accessory Structures	40%	50%	The existing standards would preclude construction of the project as designed. The project makes efficient use of the site which results in limited physical area to meet the standard when potential ADUs are considered. The standards would need to be increased to a percentage more appropriate for lots of the proposed size.
Max FAR	0.5	0.7	The existing standard would preclude construction of the project as designed. The project makes efficient use of the site which results in limited physical area to meet the standard. The standard would need to be increased to a FAR more appropriate for lots of the proposed size.
Rear Yard Setback	20'	15'	The existing standard would preclude construction of the project as designed. The project makes efficient use of the site which results in limited physical area to meet the standard. It would need to be reduced in order for the project to be constructed as designed.
Lot Width @ Street	35'	30'	The existing standards would preclude construction of the project as designed. The project makes efficient use of the site which results in limited physical area to meet the standard. It would need to be reduced in order for the project to be constructed as designed.

We look forward to providing additional housing, including affordable housing, to the city of Escondido.

#### **ATTACHMENT 3**

April 10, 2023

City of Escondido, Planning Department ATTN: Mr. Ivan Flores, Associate Planner 201 N Broadway Escondido, CA 92025

Re: Funding of Ongoing Public Services

Dear Mr. Flores:

Escondido North LLC declines to sign a letter of intent ("LOI") to offset and fund ongoing public services via the citywide CFD because we plan to sell the entitled property and do not know how the buyer will want to approach the options for funding. The builder should decide whether they want to join citywide CFD 2020-1 or explore other options for the funding of public services.

Thank you,

Escondido North LLC

By: Argus Flatiron Management LLC, its Manager

By: Dylan Bird, Manager

#### Ivan Flores

From: Hossein Gouran <a href="mailto:hgouran@ucdavis.edu">hgouran@ucdavis.edu</a>

Sent: Monday, May 15, 2023 9:50 PM

To: Ivan Flores

Subject: ASH RESIDENTIAL SUBDIVISION – PL22-0134/PL22-0154

Follow Up Flag: Follow up Flag Status: Follow up

Categories: Flagged Follow-Up

You don't often get email from hgouran@ucdavis.edu. Learn why this is important

Dear Mr. Flores,

I hope this email finds you well. I am writing to express my deep concern regarding the proposed construction plan to subdivide and build single-family homes on the empty lot adjacent to my residence in the City of Escondido. I strongly object to any plan that significantly impacts our view, privacy, as well as the wildlife habitat within this lot. Additionally, I would like to request a detailed plan regarding the development of the water basin located behind our backyard wall, including any potential future development plans.

Our property has enjoyed an unobstructed view that has brought us great joy and added value to our home. We have cherished the scenic vista that contributes to our quality of life and the overall aesthetics of our neighborhood. However, the proposed construction project would obstruct our view, significantly diminishing our enjoyment of our property and the visual appeal of the area. Therefore, I kindly request the City of Escondido to reconsider the proposed construction plan and explore alternative solutions that minimize any negative impact on our view, preserving the character and value of our property and neighborhood.

Furthermore, the construction of single-family homes adjacent to ours raises concerns about privacy infringement. We value the peacefulness and seclusion of our current surroundings, and we strongly believe that the proposed development would infringe upon our privacy rights as homeowners. We kindly urge the city to consider appropriate setbacks, landscaping requirements, or design guidelines that would help mitigate any adverse effects on our privacy and maintain the peaceful nature of our community.

In addition to these concerns, I am also requesting a detailed plan regarding the development of the water basin located behind our backyard wall. As residents living in close proximity to this feature, we are interested in understanding any current or future plans for the water basin. Transparency and information regarding the potential development or alterations to the water basin will allow us to better understand the impact on our property and the surrounding environment.

I trust that the City of Escondido recognizes the importance of addressing these concerns and providing residents with relevant information. I appreciate your attention to these matters and kindly request that you share with me the detailed plan for the water basin's development, including any future development plans, if available.

Thank you for your prompt attention to this matter. I look forward to receiving the requested information and a favorable resolution that respects the needs of both the community and the environment.

Yours sincerely,

Hossein Gouran 512 Saddle Pl Escondido, CA 92026



### **PLANNING COMMISSION**

Agenda Item No.: 2 Date: May 23, 2023

TO: Planning Commissioners

FROM: Planning Staff

SUBJECT: Ash Street Subdivision and Annexation – Conditions of Approval

On May 18, 2023, City staff received a request from the applicant regarding several Conditions of Approval (Exhibit 5 of Resolution No. 2023-09). Staff has reviewed the request and proposes modifications to the following Conditions of Approval. The <u>underline</u> text is the revised language and a <u>strike out</u> is language removed.

#### Housing and Neighborhood Services Condition (H.1, pg. 80)

Original language: The Project shall provide a minimum of 1 dwelling unit for very-low income households (those earning less than 50% of the Area Median Income for the San Diego-Carlsbad-San Marcos MSA). Prior to or concurrent with final map recordation, the developer shall sign a binding affordable housing agreement with the City, which will set forth the conditions and guidelines to be met in the implementation of Density Bonus Law requirements and any other applicable requirements (Within the affordable housing agreement, the developer will be responsible for annual recertification of household income qualifications and compliance with rent limits). The agreement will also establish specific compliance standards and remedies available to the City upon failure by the developer to restrict units to target households for the prescribed time period (55 years for all target units as described in Government Code section 65915(c)). Income qualified households will be monitored by the City of Escondido Housing and Neighborhood Services Division for the duration of the affordability period. Monitoring fees will be applied per the affordable housing agreement.

Revised language: The Project shall provide a minimum of 1 dwelling unit for very-low income households (those earning less than 50% of the Area Median Income for the San Diego-Carlsbad-San Marcos MSA). Prior to or concurrent with final map recordation, the developer shall sign a binding affordable housing agreement with the City, which will set forth the conditions and guidelines to be met in the implementation of Density Bonus Law requirements and any other applicable requirements (Within the affordable housing agreement, the developer will be responsible for annual recertification of household income qualifications and compliance with rent limits). The agreement will also establish specific compliance standards and remedies available to the City upon failure by the developer to restrict units to target households for the prescribed time period (55 years for all target units as described in Government Code section 65915(c)). Income qualified households will be monitored by the City of Escondido Housing and Neighborhood Services Division for the duration of the affordability period. Monitoring fees will be applied per the affordable housing agreement.

PL22-0134/PL22-0154 Memo Page 2

- a. <u>If the affordable dwelling unit is a for-sale unit, the affordable housing</u> agreement shall ensure that the unit is either:
  - i. <u>Initially occupied by persons or families of very-low income, is offered at an affordable housing cost, and is subject to an equity sharing agreement in compliance with Government Code Section 65915 (c)(2); or</u>
  - ii. <u>Purchased by a qualified nonprofit housing corporation pursuant to a recorded contract that satisfies all of the requirements specified in Government Code Section 65915 (c) (2).</u>

#### **Engineering Conditions of Approval**

Street Improvements and Traffic (S.T. 7 pg. 86)

**Original Language:** Sidewalk construction shall be contiguous to the curb in accordance with current Escondido Design Standards.

**Revised Language:** Sidewalk construction shall be contiguous to the curb <u>or may be non-contiguous in certain areas as approved by the City Engineer</u> in accordance with current Escondido Design Standards.

**Water Supply (W.S. 1, pg. 86)** 

**Original language:** The Developer is required at their sole expense to design and construct a looped 8inch public water main. This 8-inch water main shall connect to the existing 12" water main at the intersection of Lehner Avenue and proposed Street A and extend from this intersection down Street A, through lots 11 and 12 and into Stanley Avenue. The 8-inch water main shall be designed and constructed in accordance with the current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.

**Revised language:** The Developer is required at their sole expense to design and construct a looped 8-inch public water main. This 8-inch water main shall connect to the existing 12" water main at the intersection of Lehner Avenue and proposed Street A and extend from this intersection down Street A, through lots 11 and 12 and into Stanley Avenue. The 8-inch water main shall be designed and constructed in accordance with the current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.

Sewer (S. 6, pg. 88)

**Original language:** All sewer laterals shall be considered a private sewer system. The Home Owners Association shall be responsible for all maintenance of sewer laterals to the public sewer main.

#### attachment 2

Item9.

PL22-0134/PL22-0154 Memo Page 3

**Revised language:** All sewer laterals shall be considered a private sewer system. The Home Owners Association <u>or homeowners</u> shall be responsible for all maintenance of sewer laterals to the public sewer main.

#### CC&Rs (CC&Rs 2, pg. 90)

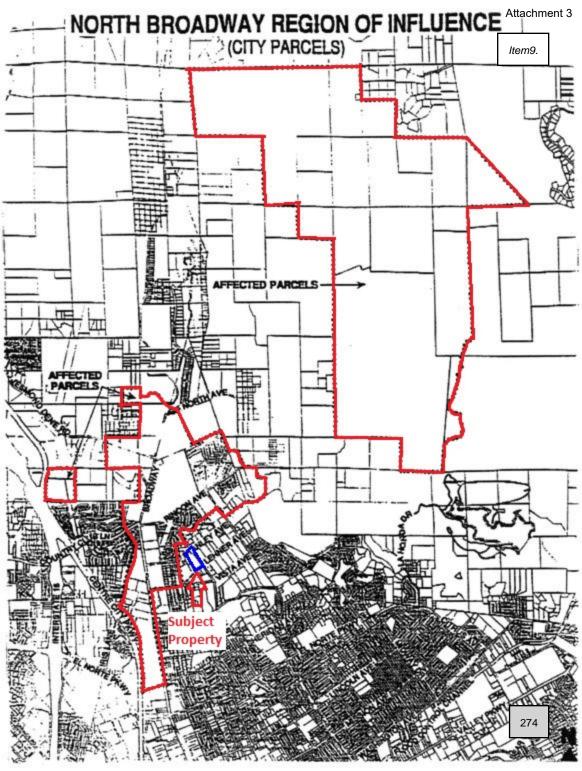
**Original language:** The developer shall make provisions in the CC&R's for maintenance by the homeowners' association of the driveways, parking areas, drainage swales, private street lighting, storm drains and any common open spaces. These provisions must be approved by the Engineering Department prior to approval of the Final Map.

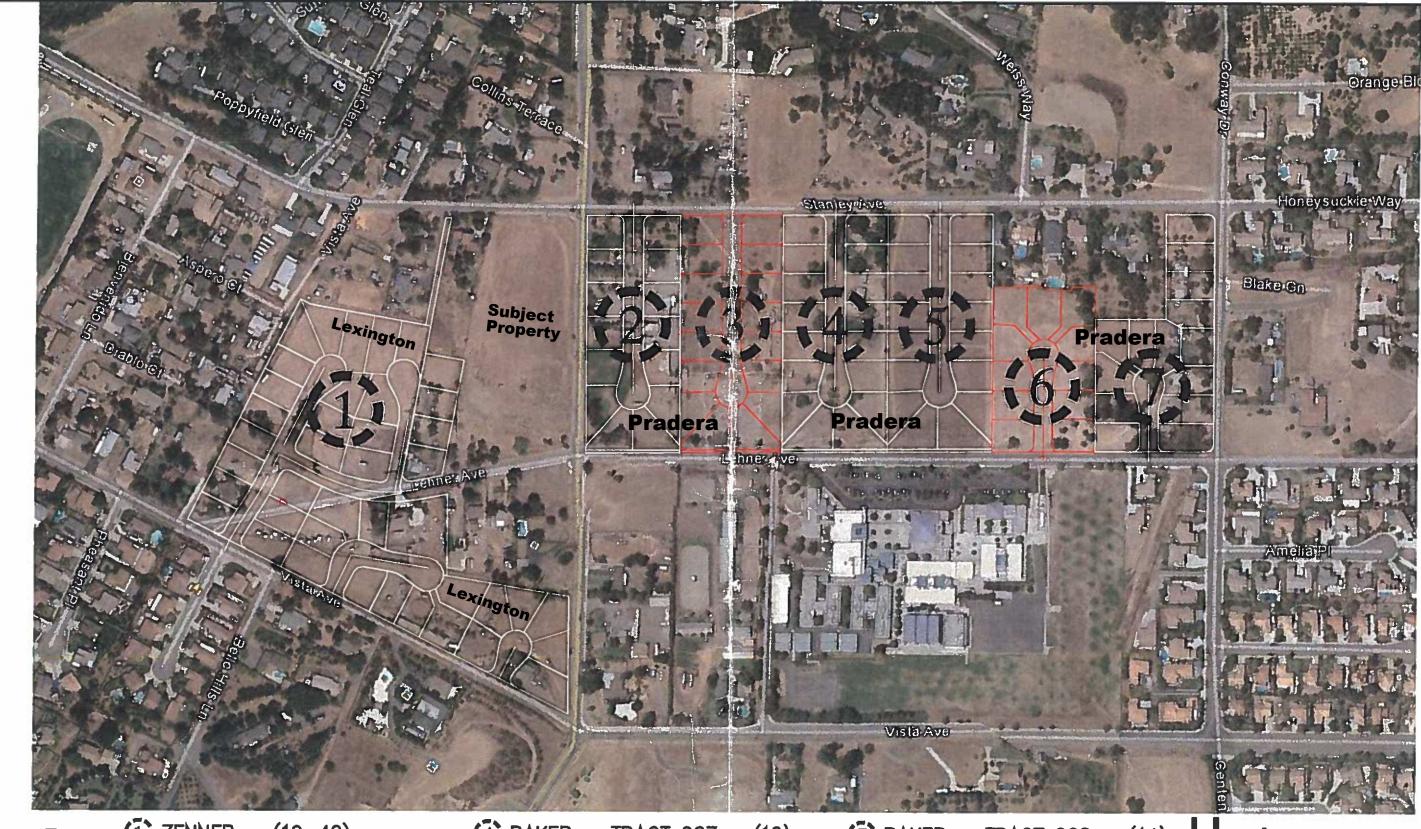
**Revised language:** The developer shall make provisions in the CC&R's for maintenance by the homeowners' association of the <del>driveways</del>, parking areas, drainage swales, private street lighting, storm drains and any common open spaces. These provisions must be approved by the Engineering Department prior to approval of the Final Map.

#### Repayments and Fees (RF 1, pg. 89)

**Original language:** This parcel is located within the North Broadway deficiency area. It is subject to annexation which will require a development agreement. The agreement will include payment of its fair share contribution to the deficiency area.

Revised language: This parcel is subject to a contribution for its fair share amount for the North Broadway deficiency area and shall pay its fair share contribution of \$12,500.00 per lot prior to Final Map recordation.







(1) ZENNER - (19-42)

2 PICKERING - (14)

NOT TO SCALE (3) B.G. - TRACT 889 - (16)

(4) BAKER - TRACT 927 - (16)

(5) BOER - (16)

(6) MERIT - TRACT 894 - (11)

(7) BAKER - TRACT 928 - (14)

DHA, Inc. land planning, civil engineering, surveying 6115 AVENIDA ENCINAS SUITE "L" CARLSBAD, CA, 92008-4387 (760) 931-8700

#### **RESOLUTION NO. 2023-70**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A TENTATIVE SUBDIVISION MAP FOR A 20-UNIT RESIDENTIAL SUBDIVISION; AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION FOR INITIATION OF PROCEEDINGS FOR THE ANNEXATION AND REORGANIZATION OF A 5.09 ACRE PARCEL AT 0 ASH STREET; AND ADOPTING A MITIGATED NEGATIVE DECLARATION PREPARED FOR THE PROJECT

#### CASE NOS. PL22-0134/PL22-0154

WHEREAS, Escondido North, LLC ("Applicant") filed a land use development application,
Planning Case Nos. PL22-0134 and PL22-0154 ("Application"), constituting a request for a Tentative
Subdivision Map for a 20-unit residential project. The project also includes an annexation of the 5.09acre site into the City of Escondido ("Project"). The Project site is located along Ash Street and is
bounded by Stanley Avenue to the north, Ash Street to the east, and Lehner Avenue to the south, has a
pre-zoning designation of PZ-R-1-10 (single-family residential, 10,000 square foot minimum lot size), and
is addressed at 0 Ash Street (APN:224-130-10-00). Separate from the Project, an ancillary property at
508 Stanley Avenue (APN:224-130-45-00) has also requested annexation; and

WHEREAS, the subject property is all that real property described in Exhibit "A," which is attached hereto and made a part hereof by this reference as though fully set forth herein ("Property"); and

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the Development Services Department in accordance with the rules and regulations of the Escondido Zoning Code and the applicable procedures and time limits specified by the Permit Streamlining Act (Government

Code section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA"); and

WHEREAS, single-family residential development is a permitted use within the R-1-10 zone, subject to the approval of a Tentative Subdivision Map, in accordance with Chapter 32 of the Escondido Municipal Code and Article 6 of the Escondido Zoning Code; and

WHEREAS, the annexation/reorganization is consistent with the Sphere of Influence of the City of Escondido and affected district; and,

WHEREAS, the annexation of the property into the City of Escondido would also include concurrent detachment from the County Service Area ("CSA") No. 134 (San Diego Regional Communication System) and exclusion from the Rincon Del Diablo Improvement District "E;" and

WHEREAS, the City Council of the City of Escondido desires to initiate proceedings pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act, Division 3, commencing with Section 56000 of the California Government Code for the proposed annexation/reorganization; and

WHEREAS, pursuant to CEQA and the CEQA Guidelines (Title 14 of California Code of Regulations, Section 15000 et. seq.), the City is the Lead Agency for the Project, as the public agency with the principal responsibility for approving the proposed Project; and

WHEREAS, the Planning Division studied the Application, performed necessary investigations, prepared a written report, and hereby recommends approval of the Project as depicted on the plan set shown in Exhibit "B," which is attached hereto and made a part hereof by this reference as though fully set forth herein; and

WHEREAS, a Draft Initial Study and Mitigated Negative Declaration ("IS/MND") was prepared, circulated, and notice made of its availability for public review and comment during the period from March 30, 2023 to April 19, 2023; and

WHEREAS, during the 20-day public comment period of the Draft IS/MND, the City consulted with and requested comments from responsible and trustee agencies, other regulatory agencies, and others. The City subsequently analyzed and considered any and all comments received during this public review comment period. Responses to said comments have been provided, and no corrections/additions to the Draft IS/MND were necessary; and

WHEREAS, a Final IS/MND attached as Exhibit "C" and incorporated by this reference, was subsequently prepared, which is comprised of any and all public comment letters received during the public review period, responses to comments, corrections/additions to the Draft IS/MND, and revisions and additions to the appendices or other referenced documents; and

WHEREAS, in addition to the Final IS/MND, a Mitigation Monitoring Reporting Program ("MMRP") has been prepared for the Project, attached as Exhibit "D" and incorporated herein by this reference, to ensure compliance with the required mitigation measures or project revisions during project implementation; and,

WHEREAS, the Planning Commission of the City of Escondido held a duly noticed public hearing on May 23, 2023, as prescribed by law, at which interested persons were given the opportunity to appear and present their views with respect to the Application. Evidence was submitted to and considered by the Planning Commission, including written and oral testimony from City staff, interested parties, and the public. Following the public hearing, the Planning Commission adopted Planning Commission Resolution No. 2023-09, which recommended that the City Council approve the Project; and

WHEREAS, the City Council of the City of Escondido held a duly noticed public hearing on June 14, 2023, as prescribed by law, at which time the City Council received and considered reports and

recommendation of the Planning Division and Planning Commission, and gave all person's full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the City Council, including, without limitation:

- a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;
  - b. Oral testimony from City staff, interested parties, and the public;
- c. The City Council staff report, dated June 14, 2023, with its attachments as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein; and
  - d. The Planning Commission's recommendation; and
  - e. Additional information submitted during the public hearing; and

WHEREAS, the City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings up on which the City Council's decision is based, which documents and material shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

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 has reviewed and considered the Final IS/MND prepared for the Project in conformance with CEQA, the staff report dated June 14, 2023, and testimony given at the public hearing, and makes the environmental determinations included with Finding of Fact attached as Exhibit "E" hereto and incorporated by this reference. The Final IS/MND adequately addresses all environmental issues associated with the Project, and the Project would not result in any significant impacts to the environment. Approval of this resolution includes the adoption of the Final IS/MND.

- 3. That the MMRP addresses mitigation for potential project-related impacts and the report will sufficiently mitigate and assign ongoing responsibility for carrying out mitigation responsibilities which are appropriate to address and mitigate project-related impacts.
- 4. That the Findings of Facts, attached as Exhibit "E" hereto and incorporated by this reference, were made by the City Council, and upon their consideration along with the staff reports, public testimony presented at the hearing, and all other oral and written evidence on this project, the City Council approves the Project, subject to the Conditions of Approval set forth in Exhibit "F" hereto and incorporated by this reference. The City Council expressly declares that it would not have made this decision except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the use permitted hereby.
- 5. That this Tentative Subdivision Map shall be null and void unless a Final Map, conforming to the Tentative Subdivision Map and all required conditions, is filed within three (3) years of the effective date of this resolution, or unless an Extension of Time is granted pursuant to Section 66452.6 of the California Government Code.
- 6. That application and proposal is hereby made to the Local Agency Formation Commission of the County of San Diego for the annexation/reorganization described below. This proposal is made pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act, as amended, commencing with Section 56000 of the Government Code of the State of California. The Local Formation Commission of the County of San Diego is hereby requested to undertake proceedings for the annexation/reorganization proposed herein. The following changes of the organization are proposed:
  - a. Annexation of the subject territory as legal described in Exhibit "A."

- b. Annexation of the ancillary property located at 908 Stanley Avenue.
- c. Detachment of the subject territory from the CSA No. 135 (San Diego Regional Communication Systems) and exclusion from the Rincon Del Diablo Improvement District "E."
- 7. That the City Council of the City of Escondido hereby requests the Local Agency Formation Commission to designate the City of Escondido as conducting agency, and that the City of Escondido be authorized to order the proposed annexation.
- 8. That the City Clerk of the City of Escondido is hereby authorized and directed to file a certified copy of this resolution with the applicable fees required by Section 54902.5 of the California Government Code to the executive offer of the Local Agency Formation Commission of San Diego County.

BE IT FURTHER RESOLVED that pursuant to Government Code Section 66020(d)(1):

- 1. NOTICE IS HEREBY GIVEN that the project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in the Development Services Department. The project is also subject to dedications, reservations, and exactions, as specified in the Conditions of Approval.
- 2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020.

Item9.

#### **EXHIBIT "A"**

#### **Legal Description**

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

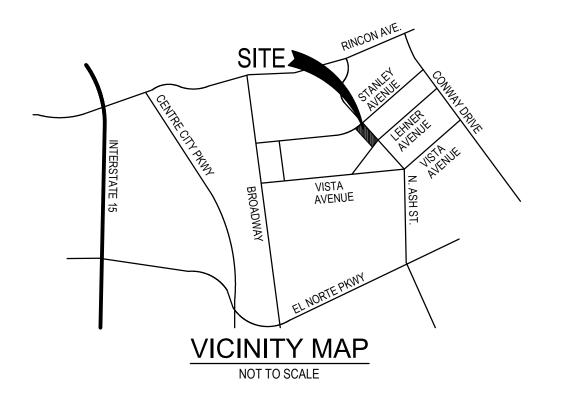
ALL THOSE PORTIONS OF LOTS "N" AND "O" OF THE RESUBDIVISION OF BLOCKS 418 AND 419 OF THE RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1520, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 21, 1913, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT "O" FROM WHICH THE MOST EASTERLY CORNER OF SAID LOT "N" BEARS NORTH 44°49' EAST A DISTANCE OF 385 FEET FOR THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOTS "N" AND "O" TO THE MOST EASTERLY CORNER OF SAID LOT "N" A DISTANCE OF 385 FEET; THENCE NORTH 34°24' WEST ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID LOT "N" A DISTANCE OF 688.7 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT "N"; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT "N" A DISTANCE OF 242 FEET TO A POINT ON SAID NORTHWESTERLY BOUNDARY LINE; THENCE IN A STRAIGHT LINE TO THE POINT OF BEGINNING.

APN: 224-130-10-00

# SHEET 1 OF 3

# **Attachment B**



# STATEMENT OF FACTS

THE PROPOSED MAP IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.

THE DESIGN OR IMPROVEMENT OF THE PROPOSED SUBDIVISION IS CONSISTENT WITH THE APPLICABLE GENERAL OR SPECIFIC PLANS.

THE SITE IS PHYSICALLY SUITABLE FOR THE TYPE OF DEVELOPMENT.

THE SITE IS PHYSICALLY SUITABLE FOR THE PROPOSED DENSITY OF DEVELOPMENT.

THE DESIGN OF THE SUBDIVISION, OR THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SUBSTATIAL ENVIRONMENTAL DAMAGE OR SUBSTANTIALLY AND AVOIDABLE INJURE FISH OR WILDLIFE OR THEIR HABITAT

ESTABLISHED BY COURT JUDGEMENT, AQUIRED BY THE PUBLIC AT LARGE, FOR ACCESS THROUGH OR USE OF, PROPERTY WITHIN THE PROPOSED SUBDIVISION. IN THIS CONNECTION, THE DIRECTOR OF PLANNING AND BUILDING MAY RECOMMEND APPROVAL OF A MAP IF HE FINDS THAT ALTERNATE EASEMENTS, OR ACCESS FOR USE, WILL BE PROVIDED, AND THAT THESE WILL BE SUBSTANTIALLY EQUIVALENT TO ONES PREVIOUSLY ACQUIRED BY THE PUBLIC.

ALL REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT HAVE BEEN MET

OPPORTUNITIES IN THE SUBDIVISION. (NOTE: SPECIFIC EXAMPLES TO SUBSTANTIATE THIS FINDING MUST BE PROVIDED. EXAMPLES OF PASSIVE OR NATURAL OPPORTUNITIES IN SUBDIVISION DESIGN INCLUDE LOT SIZE OR CONFIGURATION, TO PERMIT ORIENTATION OF A STRUCTURE IN AN APPROPRIATE ALIGNMENT FOR SOUTHERN EXPOSURE, ETC.)

EX. POWER POLES &

OVERHEAD LINES TO BE

PROPOSED LED ST.

PROPOSED -

FIRE HYDRANT

LIGHT PER E-1-E

# LEGEND

PROPOSED LOT NUMBER LOT 1 PROPOSED PAD ELEVATION 468.00 PAD PROPOSED LOT AREA EXISTING CONTOURS PROPOSED CONTOURS PROPOSED SLOPE (1.5:1 MAX) **EXISTING SEWER LINE** PROPOSED PUBLIC SEWER LINE PROPOSED LATERAL (4" LAT. PER C.O.E. S-2-E) PROPOSED PUBLIC SEWER MANHOLE (PER C.O.E. S-1-E) PROPOSED CATCH BASIN EXISTING STORM DRAIN DITCH PROPOSED STORM DRAIN EXISTING WATER LINE

**EASEMENTS** ITEMS 1 AND 2 ARE NON-MAPPING ITEMS AND THEREFORE ARE NOT SHOWN HEREON.

(3) CITY OF ESCONDIDO HOLDER OF AN EASEMENT FOR WATER PURPOSES, RECORDED DECEMBER 30, 1987 AS INSTRUMENT NO. 87-0712928 OF OFFICIAL RECORDS, TO BE QUITCLAIMED.

THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

PROPOSED WATER LINE

PROPOSED GATE VALVE

PROPOSED THRUST BLOCK

PROPOSED FIRE HYDRANT (PER C.O.E. W-3-E)

PROPOSED 4" BLOW-OFF ASSEMBLY (PER C.O.E. W-9-E)

PROPOSED 2" COMBINATION AIR VALVE (PER C.O.E. W-5-E)

PROPOSED WATER SERVICE & BACKFLOW ASSEMBLY (PER C.O.E. W-1-E, W-10-E)

(4) SAN DIEGO COUNTY WATER AUTHORITY HOLDER OF AN EASEMENT FOR RIGHT OF WAY, RECORDED APRIL 24, 1964 AS INSTRUMENT NO. 64-74532 OF OFFICIAL RECORDS.

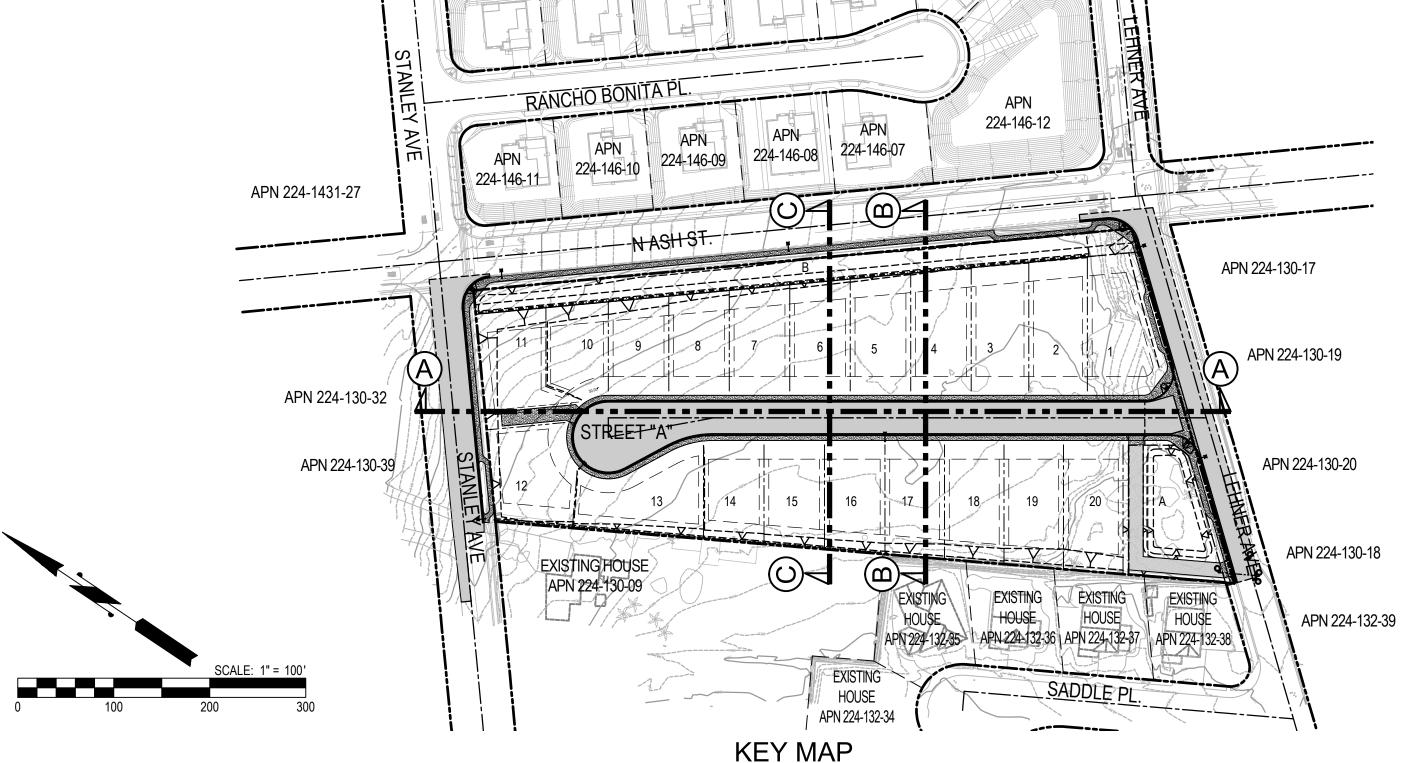
ITEMS 5 THROUGH 8 ARE NON-MAPPING ITEMS AND THEREFORE ARE NOT SHOWN HEREON.

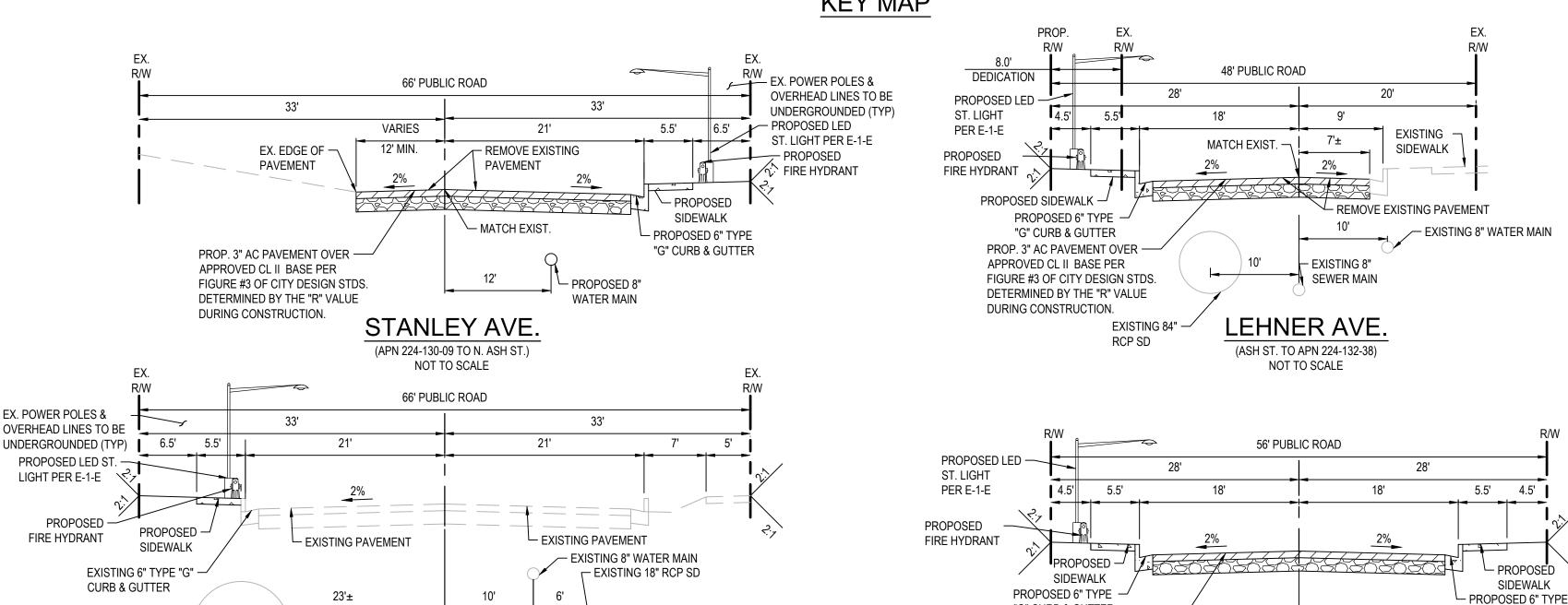
(9) COUNTY OF SAN DIEGO HOLDER OF AN EASEMENT FOR SLOPE AND DRAINAGE FOR COUNTY HIGHWAY AND INCIDENTAL PURPOSES, RECORDED DECEMBER 27, 2006 AS INSTRUMENT NO. 2006-0914406 OF OFFICIAL RECORDS, TO BE QUITCLAIMED.

ITEMS 10 THROUGH 14 ARE NON-MAPPING ITEMS AND THEREFORE ARE NOT SHOWN HEREON.

# CITY OF ESCONDIDO TRACT NO.

# TENTATIVE SUBDIVISION MAP





"G" CURB & GUTTER

PROP. 3" AC PAVEMENT OVER -

FIGURE #3 OF CITY DESIGN STDS.

DETERMINED BY THE "R" VALUE

APPROVED CL II BASE PER

DURING CONSTRUCTION.

PROPOSED 8" -

SEWER MAIN

STREET "A'

NOT TO SCALE

## PROPOSED DENSITY STREET "A":

ASH STREET

(STANLEY AVE. TO LEHNER AVE.)

NOT TO SCALE

- EXISTING 66"

SDCWA PIPELINE

GROSS ACREAGE =5.09 AC DENSITY CALCULATION: APN 224-130-10 5.09 <u>AC \* 3.33 DU/AC</u> TOTAL AC 5.09 AC TOTAL DUs VERY LOW INCOME UNITS: APN 224-130-10 <u>1 DU</u> (5.88% VERY LOW INCOME PERCENTAGE) TOTAL DU 1 DUs

DENSITY BONUS CALCULATION: APN 224-130-10 <u>17 DU \* 0.20 DENSITY BONUS</u> <u>=4 (ROUNDED UP)</u>

TOTAL STREET "A" DUs 21 UNITS ALLOWED

"G" CURB & GUTTER

- PROPOSED 8"

WATER MAIN

20 UNITS PROPOSED - 1 UNIT VERY LOW INCOME UNIT - 19 UNITS MARKET RATE UNITS

TOTAL BONUS DUS 4 UNITS ALLOWED

### **OWNERS CERTIFICATE**

WE HEREBY CERTIFY THAT WE ARE THE RECORD OWNERS OF THE PROPERTY SHOWN ON THE TENTATIVE SUBDIVISION MAP AND THAT SAID MAP SHOWS ALL OUR CONTIGUOUS OWNERSHIP IN WHICH WE HAVE ANY DEED OR TRUST INTEREST, WE UNDERSTAND THAT OUR PROPERTY IS CONSIDERED CONTIGUOUS EVEN IF IT IS SEPARATED BY ROADS, STREETS, UTILITY EASEMENTS, OR RAILROAD

### **OWNER**

ALBERT J. AND PEARL HOFTIEZER CO-TRUSTEES OF HOFTIEZER FAMILY TRUST **SUBDIVIDER** 

ESCONDIDO NORTH LLC 30200 RANCHO VIEJO RD., SUITE B SAN JUAN CAPISTRANO, CA 92675



# **ENGINEER OF WORK**





# ASSESSOR'S PARCEL NO.

224-130-10-00

## LEGAL DESCRIPTION

PORTIONS OF LOT H IN BLOCK 418 OF RESUBDIVISION OF BLOCKS 418 & 419, AND PORTIONS OF LOT 4 IN THE BLOCK 415, OF THE RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1520

FIRE: CITY OF ESCONDIDO

SCHOOL: ESCONDIDO UNION SCHOOL DISTRICT ESCONDIDO UNION HIGH SCHOOL DISTRICT

SEWER: CITY OF ESCONDIDO

WATER: CITY OF ESCONDIDO

TOPOGRAPHY: AERIAL TOPOGRAPHIC SURVEY PERFORMED BY PASCO LARET SUITER AND ASSOCIATES

# SITE ADDRESS

0 ASH STREET ESCONDIDO, CA 92026

# **GENERAL NOTES**

GRADING AND IMPROVEMENTS SHALL BE IN ACCORDANCE WITH CITY OF ESCONDIDO STANDARDS.

EASEMENTS OF RECORD NOT SHOWN HEREON SHALL BE HONORED, ABANDONED AND/OR RELOCATED TO THE SATISFACTION OF ALL INTERESTED PARTIES, AND PUBLIC UTILITY EASEMENT NECESSARY TO SERVE THIS PROJECT WILL BE COORDINATED WITH SERVING UTILITY COMPANIES.

LOT DIMENSIONS AND AREAS SHOWN HEREON ARE APPROXIMATE. THE DIMENSIONS MAY BE ADJUSTED TO BE CONSISTENT WITH THE FINAL MAP.

TOTAL AREA OF SUBDIVISION: 5.09 GROSS ACRES, 4.71 NET ACRES/DISTURBED

TOTAL LOTS: 20 NUMBERED LOTS AND 2 LETTERED LOTS LOT 11 OF THIS MAP IS A DESIGNATE FOR 1 SINGLE FAMILY VERY LOW INCOME UNIT.

ZONE: R-1-10 (SINGLE-FAMILY RESIDENTIAL)

GENERAL PLAN: S: SUBURBAN (3.33 DUs/AC.)

PROPOSED SETBACK: FRONT YARD = 10' MINIMUM\* (15' TYPICAL)

> SIDE YARD = 5' MINIMUM (10' ADJACENT TO STREET) REAR YARD = 15' MINIMUM\* (20' TYPICAL)

FLOW LINE

FINISHED SURFACE

FRONT YARD SETBACK

\*DEVIATIONS FROM SETBACKS TAKEN FOR DENSITY BONUS

ALL LOTS ARE PROPOSED TO BE ON A SANITARY SEWER SYSTEM.

THE EXISTING SLOPE OF THE PARCEL IS LESS THAN 10%

# **ABREVIATIONS**

<u> </u>	NEVIATIO
Ø	DIAMETER
AC	ACRE/ACREAGE
APN	ASSESOR PARCEL NO
ВО	BLOW-OFF
CAV	COMBINATION AIR VAL
CB	CATCH BASIN
CL	CENTERLINE
CY	CUBIC YARDS
DU	DWELLING UNIT
DWY	DRIVEWAY
E	EAST
ESMT	EASEMENT
EX	EXISTING
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT

# **EARTHWORK**

5,000 CY. 7,800 CY. FILL: 2,800 CY (IMPORT)

# RYSB REAR YARD SETBACK

PUBLIC UTILITY EASEMENT

RIGHT OF WAY

RETAINING WALL

SHEET INDEX

TENTATIVE SUBDIVISION MAP TITLE SHEET TENTATIZE SUBDIVISION MAP SHEET

TENTATISE SUBDIVISION MAP SECTIONS & DETAILS

# **PASCO LARET SUITER**

SD STORM DRAIN

SQUARE FEET

SYSB SIDE YARD SETBACK

TOP OF WALL

TYPICAL

WATER

WM

TREE

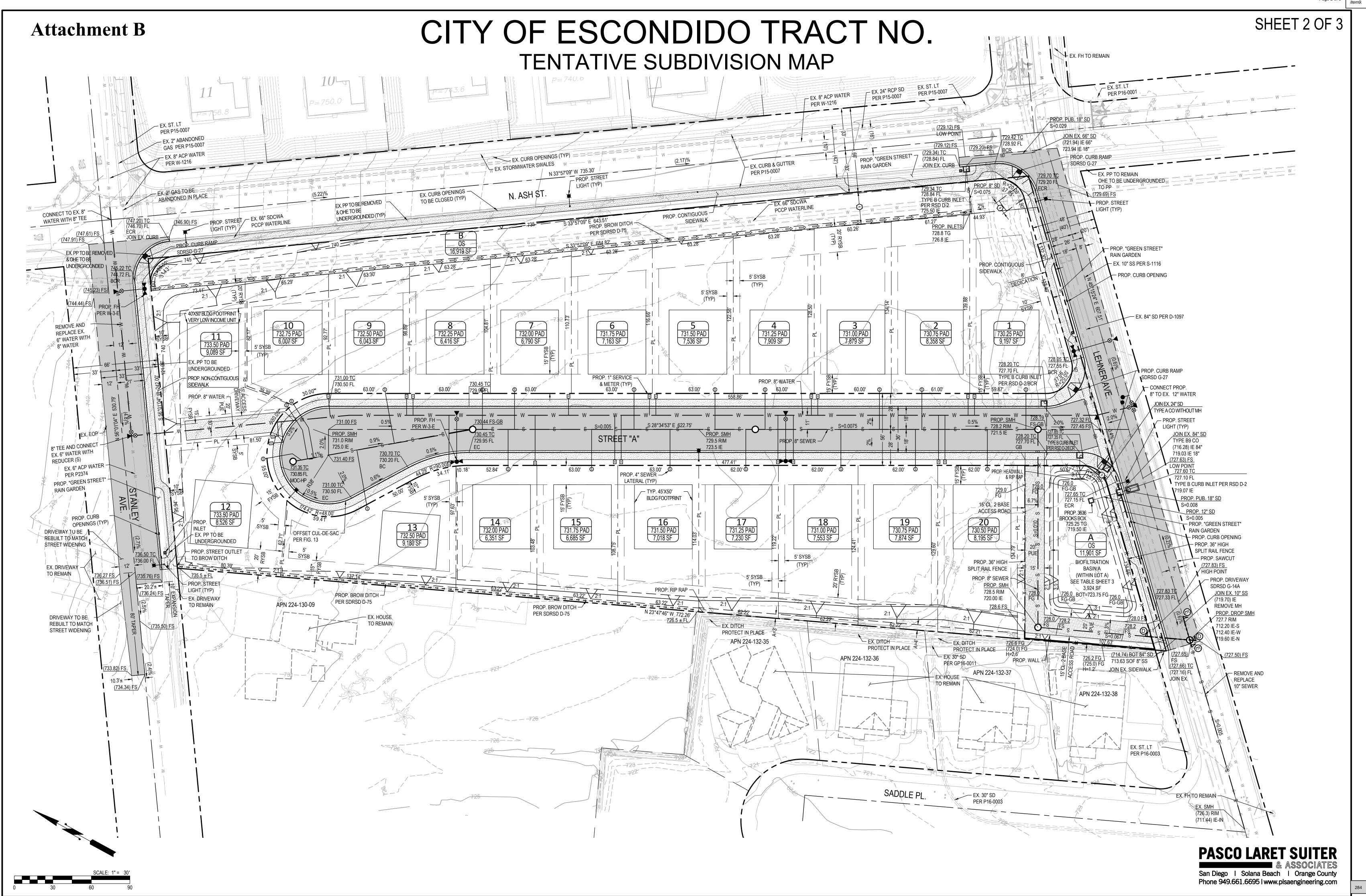
SEWER FORCED MAIN

SANTIARY SEWER

VITRIFIED CLAY PIPE

SANITARY SEWER MANHOLE

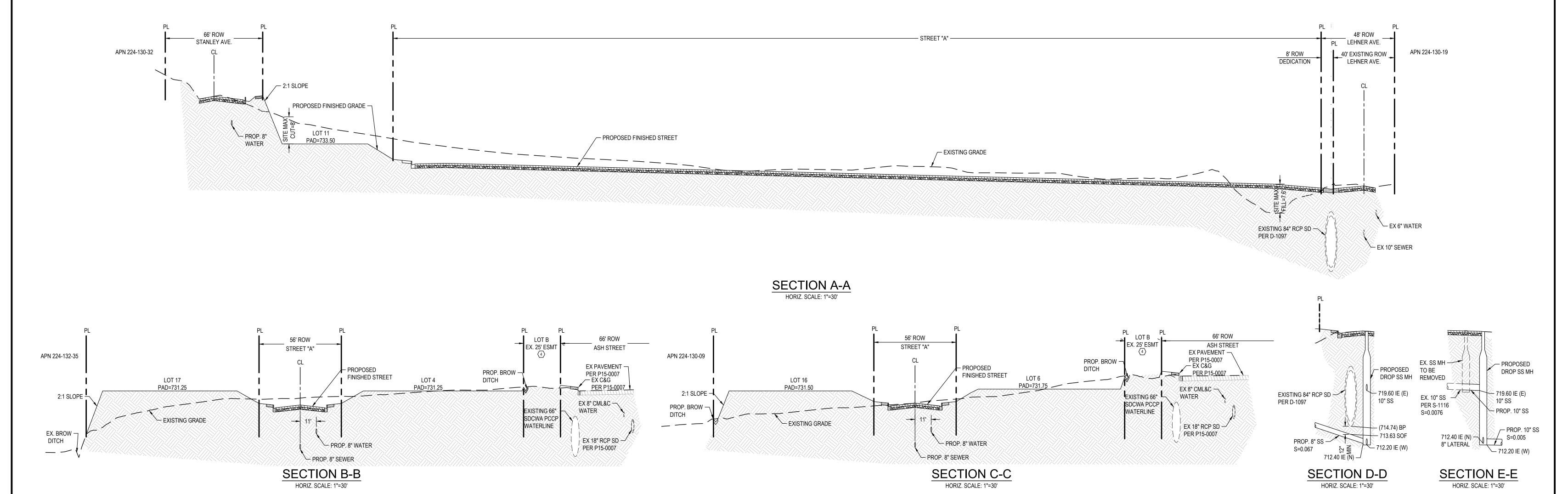
San Diego I Solana Beach I Orange County Phone 949.661.6695 I www.plsaengineering.co

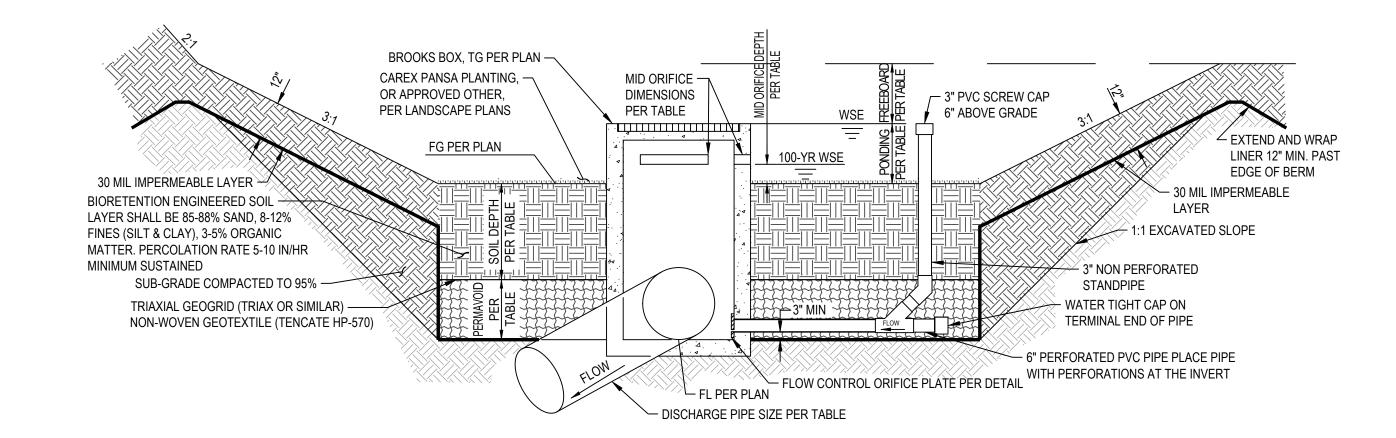


SHEET 3 OF 3

# CITY OF ESCONDIDO TRACT NO.

# TENTATIVE SUBDIVISION MAP





\*\*NOTE: BACKFILL FOR STORM DRAIN PIPES ENTERING OR EXITING

BASIN SHOULD BE BACKFILLED WITH A 2-SACK MIX OF SLURRY

DRILLED ORFICE, PER TABLE, AS REQUIRED BY APPROVEMENT STORMWATER MANAGEMENT PLAN

3/8" DIA. HOLE

ORFICE PLATE MIN. SQUARE DIMENSIONS 1.0 FT GREATER THAN PIPE DIA. HOT-DIP GALVANIZED PLATE AFTER HOLES HAVE BEEN DRILLED

FLOW CONTROL ORFICE PLATE

**Attachment B** 

BIOFILTRATION BASIN TABLE									
BASIN	ENGINEERED	PERMAVOID	PONDING	FREEBOARD	BROOKS	DISCHARGE	ORIFICE	MID ORIFICE	MID ORIFICE
NAME	SOIL LAYER DEPTH	LAYER DEPTH	DEPTH	DEPTH	BOX SIZE	PIPE SIZE	DIA. SIZE	SIZE	DEPTH
A	18 INCH	30 INCH	18 INCH	9 INCH	36X36	12 INCH	1.6" INCH	10"W X 3"H	9"

## BIORETENTION SOIL MEDIA (BSM) PROPERTIES:

BSM SHOULD ACHIEVE A LONG-TERM, IN PLACE INFILTRATION RATE OF 5 IN/HR. BSM SHOULD HAVE AN APPROPRIATE AMOUNT OF ORGANIC MATERIAL TO SUPPORT PLANT GROWTH (E.G., LOAMY SAND MIXED THOROUGHLY WITH AN ORGANIC MATERIAL). THE BSM SHOULD BE A MIXTURE OF SAND, FINES, AND COMPOST. THE FOLLOWING COMPOSITION INCLUDES THE MEASUREMENTS FOR DETERMINING THE BSM BY VOLUME AND WEIGHT:

BSM		SA	NDY LOA	λM		
COMPOSITION	SAND	SAND	SILT	CLAY	COMPOST	
VOLUME	65%		20%		15%	
WEIGHT	75-	80%	10%	3% MAX.	9% MAX*	
*9% COMPOST I	BY WEIGI	HT RESU	_TS IN AF	PROXIMA	ATELY 5% O	RGANIC MATTER BY WEIGHT.

### IN ADDITION, THE BSM SHOULD MEET THE FOLLOWING STANDARDS:

ORGANIC CONTENT (OC) 2-5%, PH BETWEEN 6.0–8.0, CARBON:NITROGEN RATIO BETWEEN 10:1-20:1, CATION EXCHANGE CAPACITY (CEC) > 5 MILLIEQUIVALENT (MEQ)/100 G SOIL.

IF THE EXISTING SOILS MEET THE CRITERIA, IT CAN BE USED AS THE SOIL MEDIA. IF THE EXISTING SOILS DO NOT MEET THE CRITERIA, A SUBSTITUTE MEDIA MUST BE USED. SOIL MEDIA THAT IS BROUGHT TO THE SITE MUST MEET THE STANDARDS SET FORTH IN THE COUNTY OF SAN DIEGO BMP DESIGN MANUAL: APPENDIX F.3- BIOFILTRATION SOIL MEDIA COMPOSITION, TESTING, AND INSTALLATION (NOV 2018), ALSO CONTAINED IN THE COUNTY OF SAN DIEGO LOW IMPACT DEVELOPMENT HANDBOOK: APPENDIX G-BIORETENTION SOIL SPECIFICATION (JULY 2014, UNLESS SUPERSEDED BY MORE RECENT EDITION).

### NUTRIENT SENSITIVE MEDIA DESIGN:

IN CASES WHERE THE BMP DISCHARGES TO RECEIVING WATERS WITH NUTRIENT IMPAIRMENTS OR NUTRIENT TMDLS, THE BSM SHOULD BE DESIGNED TO MINIMIZE THE EXPORT OF NUTRIENTS FROM THE MEDIA. HIGH LEVELS OF PHOSPHORUS IN THE MEDIA HAVE BEEN IDENTIFIED AS THE MAIN CAUSE OF BIOFILTRATION AREAS EXPORTING NUTRIENTS. ALL BSM SHOULD BE ANALYZED FOR BACKGROUND LEVELS OF NUTRIENTS. TOTAL PHOSPHORUS SHOULD NOT EXCEED 15 PPM. THE CARBON:NITROGEN RATIO OF BSM SHALL BE BETWEEN 15 AND 40 TO REDUCE THE POTENTIAL FOR NITRATE LEACHING. IN ADDITION TO ADHERING TO THE COUNTY MEDIA SPECIFICATIONS, THE GUIDELINES SET FORTH IN THE COUNTY OF SAN DIEGO BMP DESIGN MANUAL: APPENDIX E.20- BF-2 NUTRIENT SENSITIVE MEDIA DESIGN (NOV 2018) SHOULD BE FOLLOWED.

### STRUCTURAL SOIL PROPERTIES:

ORGANIC CONTENT (OC) > 5 PERCENT, PH BETWEEN 6-8, CATION EXCHANGE CAPACITY (CEC) > 5 MILLIEQUIVALENT (MEQ)/100 G SOIL, INFILTRATION RATES OF 0.5 IN/HR OR GREATER. SOIL MEDIA MUST HAVE AN APPROPRIATE AMOUNT OF ORGANIC MATERIAL TO SUPPORT PLANT GROWTH (E.G., LOAMY SAND MIXED THOROUGHLY WITH AN ORGANIC MATERIAL). IF THE EXISTING SOILS MEET THE CRITERIA, IT CAN BE USED AS THE SOIL MEDIA. IF THE EXISTING SOILS DO NOT MEET THE CRITERIA, A SUBSTITUTE MEDIA MUST BE USED. SOIL MEDIA THAT IS BROUGHT TO THE SITE MUST MEET THE STANDARDS SET FORTH IN COUNTY OF SAN DIEGO BMP DESIGN MANUAL AS WELL AS THE FOLLOWING CRITERIA:

- SOIL MEDIA CONSISTS OF 85 PERCENT WASHED COURSE SAND, 10 PERCENT FINES (RANGE: 8–12 PERCENT; 8 PERCENT = 2 IN/HR INFILTRATION RATE, 12 PERCENT = 1 IN/HR INFILTRATION RATE), AND 5 PERCENT ORGANIC MATTER.
- 2. THE SAND PORTION SHOULD CONSIST OF CONCRETE SAND (PASSING A ONE-QUARTER-INCH SIEVE). MORTAR SAND (PASSING A ONE-EIGHTH-INCH SIEVE) IS ACCEPTABLE AS LONG AS IT IS THOROUGHLY WASHED TO REMOVE THE FINES.
- 3. FINES SHOULD PASS A # 270 (SCREEN SIZE) SIEVE.
- 4. ORGANIC MATTER IS CONSIDERED AN ADDITIVE TO ASSIST VEGETATION IN INITIAL ESTABLISHMENT AND CONTRIBUTES TO SORPTION OF POLLUTANTS BUT GENERALLY SHOULD BE MINIMIZED (5 PERCENT). ORGANIC MATERIALS WILL OXIDIZE OVER TIME CAUSING AN INCREASE IN PONDING THAT COULD ADVERSELY AFFECT THE PERFORMANCE OF THE BIOFILTRATION AREA. ORGANIC MATERIAL SHOULD CONSIST OF AGED BARK FINES, OR SIMILAR ORGANIC MATERIAL. ORGANIC MATERIAL SHOULD NOT CONSIST OF MANURE OR ANIMAL COMPOST. STUDIES HAVE ALSO SHOWN NEWSPAPER MULCH TO BE AN ACCEPTABLE ADDITIVE (KIM ET AL. 2003; DAVIS 2007).
- 5. HIGH LEVELS OF PHOSPHORUS IN THE MEDIA HAVE BEEN IDENTIFIED AS THE MAIN CAUSE OF BIOFILTRATION AREAS EXPORTING NUTRIENTS (HUNT AND LORD 2006). ALL STRUCTURAL SOIL SHOULD BE ANALYZED FOR BACKGROUND LEVELS OF NUTRIENTS. TOTAL PHOSPHORUS SHOULD NOT EXCEED 15 PPM

# PASCO LARET SUITER & ASSOCIATES

San Diego | Solana Beach | Orange County Phone 949.661.6695 | www.plsaengineering.com

SCALE: NTS

SHEET 1 OF 2

# **Attachment B**

THE PROPOSED LOW WATER USE LANDSCAPE DESIGN CHARACTERIZESPLANT MATERIAL BENEFITTING FROM ESCONDIDO'S MEDITERRANEAN CLIMATE ZONE THAT DEMONSTRATES RELATIVELY STABLE TEMPERATURES AND INFREQUENT FROST IMPACTS. THE CHARACTERISTICS OF THE PROPOSED PLANTS ARE DROUGHT TOLERANT BROAD LEAFED TREES, SHRUBS AND GROUNDCOVERS DISPLAYING COLORFUL CHARACTERISTICS. ALL PLANTS HAVE LOW IRRIGATION REQUIREMENTS ONCE ESTABLISHED (PER WUCOLS LIST).

# MINIMUM TREE SEPARATION DISTANCE

IMPROVEMENT / MINIMUM DISTANCE TO STREET TREE: -TRAFFIC SIGNALS (STOP SIGN) - 20 FEET -UNDERGROUND UTILITY LINES - 5 FEET (10 FEET FOR SEWER) -ABOVE GROUND UTILITY STRUCTURES - 10 FEET -DRIVEWAYS (ENTRIES) - 10 FEET -INTERSECTIONS (INTERSECTING CURB LINES OF TWO STREETS) - 25 FEET

## LANDSCAPE NOTES

- AN AUTOMATIC. ELECTRICALLY CONTROLLED IRRIGATION SYSTEM SHALL BE PROVIDED AS REQUIRED PER THE CITY OF ESCONDIDO FOR PROPER IRRIGATION, DEVELOPMENT AND MAINTENANCE OF THE VEGETATION IN A HEALTHY, DISEASE-RESISTANT CONDITION. THE DESIGN OF THE SYSTEM SHALL PROVIDE ADEQUATE SUPPORT FOR THE VEGETATION SELECTED.
- THE LANDSCAPE AREAS SHALL BE MAINTAINED IN FREE OF DEBRIS AND LITTER CONDITION AND ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. DISEASED OR DEAD PLANT MATERIAL SHALL BE SATISFACTORILY TREATED OR REPLACED PER THE CONDITIONS OF THE PERMIT.
- ALL LANDSCAPE AND IRRIGATION SHALL CONFORM TO ARTICLE 62 "WATER EFFICIENT LANDSCAPE REGULATIONS" OF THE CITY OF ESCONDIDO MUNICIPAL CODE AND ALL REQUIRED CITY AND REGIONAL STANDARDS.
- A MINIMUM ROOT ZONE DIMENSION OF 40 SQUARE FEET (S.F.) IN AREA SHALL BE PROVIDED FOR ALL TREES. THE MINIMUM DIMNENSION FOR THIS AREA SHALL BE 5 FEET.
- TREES SHALL BE MAINTAINED SO THAT ALL BRANCHES OVER PEDESTRIAN WALKWAYS ARE 6 FEET ABOVE THE WALKWAY GRADE AND BRANCHES OVER VEHICULAR TRAVEL WAYS ARE 16 FEET ABOVE THE TRAVEL WAY.
- MULCH: ALL REQUIRED PLANTING AREAS AND EXPOSED SOIL AREAS WITHOUT VEGETATION SHALL BE COVERED WITH MULCH TO A MINIMUM DEPTH OF THREE (3) INCHES, INCLUDING SLOPES REQUIRING VEGETATIVE COVER. HOWEVER, NO MULCH SHALL BE IN THE DETENTION BASIN.
- IF ANY REQUIRED LANDSCAPE INDICATED ON THE APPROVED CONSTRUCTION DOCUMENT PLANS IS DAMAGED OR REMOVED DURING DEMOLITION OR CONSTRUCTION, IT SHALL BE REPAIRED AND/OR REPLACED IN KIND AND EQUIVALENT SIZE PER THE APPROVED DOCUMENTS TO THE SATISFACTION OF THE CITY OF ESCONDIDO

NOTE: DRIVEWAY LOCATIONS TO BE DETERMINED. STREET TREES WILL BE HELD 8' CLEAR OF DRIVEWAYS.

Myoporum p. 'Putah Creek' Putah Creek Myoporum -

ROOT BARRIER PANELS SHALL BE UTILIZED WHERE TREES ARE PLANTED WITHIN 5' OF CONCRETE PAVING AND CURBS.

NTINO/LANDSCADE AND FUTURE VECETATION MAINTENANCE SHALL COMPLY WITH ALL STATE AND LOCAL REQUIREMENTS

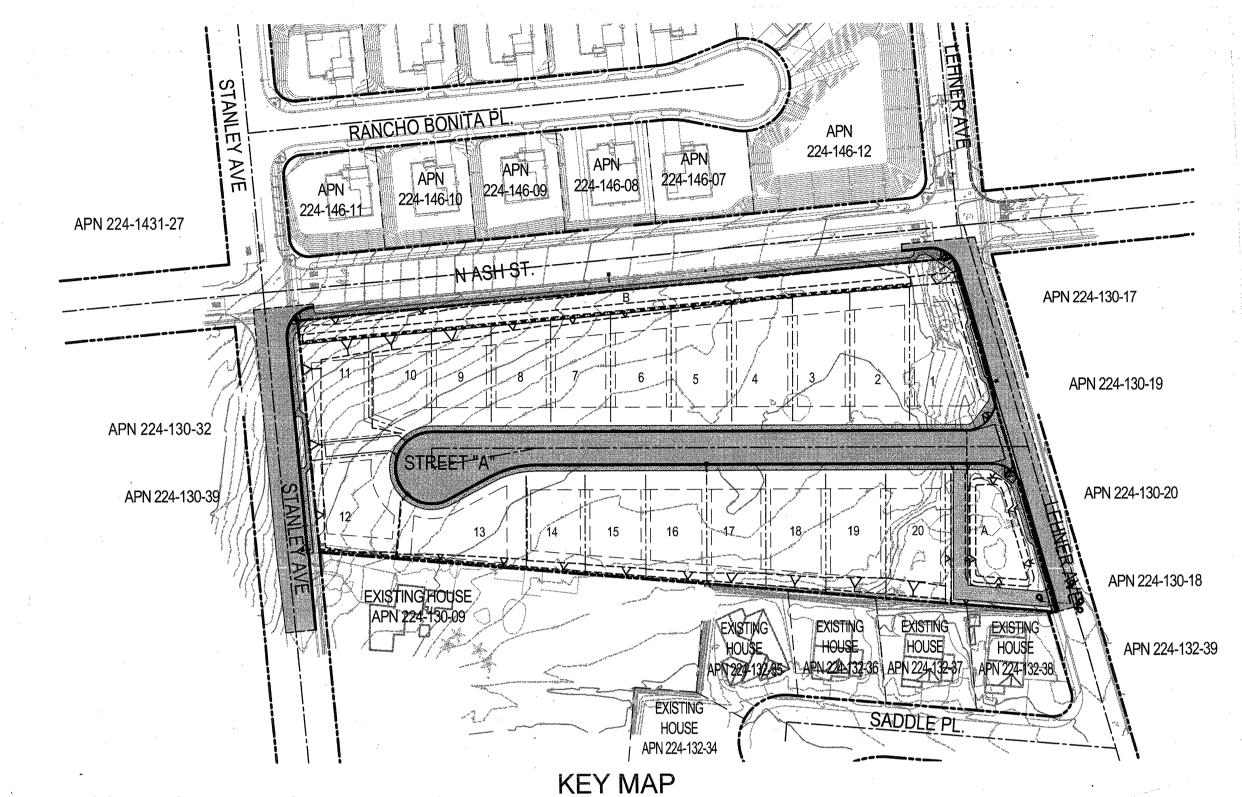
ALL PLANTING/LANDSCAPE AND FUTURE VEGETATION MAINTENANCE SHALL COMPLY WITH ALL STATE AND LOCAL REQUIREMENTS.
ALL MATURE TREE CANOPIES WILL BE 10 FEET FROM STRUCTURES.
ONLY LOW-LEVEL AND/OR DROUGHT-TOLERANT PLANTING IS ALLOWED WITHIN THE FIRST FIVE FEET OF ANY STRUCTURE.

Low, Spreading (LID) L

1' x 3' 3' o.c.

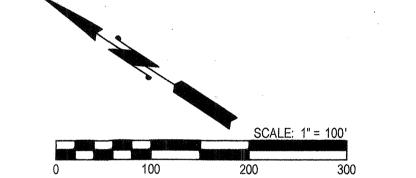
SYMBOL BOTANICAL NAME / COM		QTY.	SIZE	HT., SPREAD	SPACING	FORM / FUNCTION	WUCOLS
Subdivision Perimeter Parkwa	ays*						,
_ehner Ave. and Stanley Ave. Street Trees							
H							
Rhus lancea	African Sumac	11	24" box	18' x 18'	30' o.c. avg. Per Plan	Upright / Character, Colo Standard / Single Trunk	r M (L)
Laurus nobilis	Sweet Bay	4	24" box	16' x 14'	30' oc. avg.	Upright / Character, Colo	r L
Trac planting in Ash Street neglection	nabibitiva dva ta la satiana	~f CD C	10/0 F	and an aller of a d	Per Plan	Standard / Single trunk	
Tree planting in Ash Street parkway p	ronibilive due lo location	OI SDC	wa casen	ient and buried	pipe		
<u>Shrubs</u>							
Raphiolepis i. 'Pink Dancer'	P.D. India Hawthorn	-	5 gal.	2' x 3'	3' on center	Low, Spreading / Foliage	M (L)
Westringia f. 'Morning Light'	M.L. Coast Rosemary	-	5 gal.	2' x 3'	3' on center	Low, Spreading / Foliage	L
Groundcover in Public Parkway Rai	n Garden – Green Stree	t Swale	s				,
Carex pansa California Mead		*	_ 1 gal.	1' x 1'	1' o.c.	Low, Spreading (LID)	
Carex parisa Camornia Weak		-	ı gai.	1	1 0.0.	Low, Spreading (LID)	L
Subdivision						**************************************	
A" St. Street Trees							
Athan Marie							
Rhus lancea	African Sumac	12	24" box	18' x 18'	30' avg.	Upright / Character, Colo	r M (L)
					Per Plan	Standard / Single Trunk	` ,
Laurus nobilis	Sweet Bay	10	24" box	16' x 14'	30' 242	Unright / Character Color	, I
Laurus Hobilis	Sweet Bay	10	∠4 UUX	10 X 14	30' avg. Per Plan	Upright / Character, Color Standard / Single Trunk	r L
Subdivision Lots (20 Total)			•	•			
<u>[rees</u>							
Prunus caroliniana Car	olina Laurel Cherry	21	15 gal.	15' x 12'	Per Plan	Upright / Character, Colo	r I
Fruitus carollillaria — Car	oma Laurei Cheffy	۷۱	io gai.	10 X 12	rei rian	Oprignit / Character, Colo	ı L
Subdivision Slanca							
Subdivision Slopes <u>Trees</u>							
Laurus nobilis	Sweet Bay	22	24" box	16' x 14'	Per Plan	Upright / Character, Colo	r L
	•					Standard / Single trunk	
-11	0		04"	O 101 O 01	D D.		
Quercus agrifolia	Coast Live Oak	8	24" box	25' x 20'	Per Plan	Upright / Screening , Sha Natural Form (Std., Multi	
							•
Shrubs_							
Westringia f. 'Morning Light'	M.L. Coast Rosemary	-	5 gal.	2' x 3'	3' o.c. Field Spot	Low, Spreading / Foliage	L

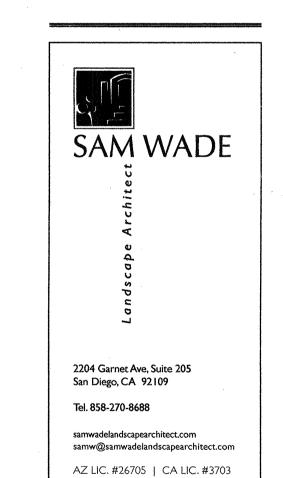
# CITY OF ESCONDIDO TRACT NO. CONCEPTUAL TREE AND LANDSCAPE PLAN TENTATIVE SUBDIVISION MAP

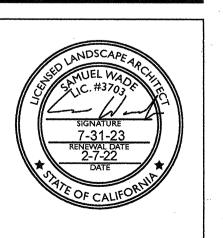


SYMBOL BOTANICAL NAME / COMMON NAME Lot A Biofiltration Basin Trees (Located Outside and Above Basin) Quercus agrifolia 3 24" box 25' x 25' Per Plan Upright / Screening, Shade L Natural Form (Std., Multi/LB) 24" box 15' x 10' Per Plan Upright / Character, Color L Salix lasiolepis Natural Form Biofiltration Basin Bottom, Side Shrubs; in groupings Carex spissa\* San Diego Sedge 5' x 3' 5' o.c. Eleocharis macrostachya\* Pale Spike Rush 3' x 3' 4' o.c. Juncus patens\* California Gray Rush 2' x 2' 3' o.c. Mimulus cardinalis Scarlet Monkeyflower 2' x 3' 3' o.c. Muhlenbergia rigens Deergrass 4' x 4' 5' o.c. Ribes speciosum Fushia Flower Gooseberry 5' x 5' 6' o.c. \* denotes suggested primary plant; plant selections per San Diego County Stormwater Manual, 2019 Lot B / Open Space - Existing 25' w SDCWA Easement To Remain Undeveloped, Undisturbed

- Existing SDCWA Buried Pipeline







Sam Wade Landscape Architect expressly reserves its common law copyright and other property rights in these plans. These plans are not to be reproduced, changed, or copied in any form or manner whatsoever, nor are they to be assigned to a third party without first obtaining the written permission and consent of Sam Wade Landscape Architect.

### SHEET INDEX

(1) CONCEPTUAL TREE AND LANDSCAPE PLAN TITLE SHEET

(2) CONCEPTUAL TREE AND LANDSCAPE PLAN

# **OWNERS CERTIFICATE**

WE HEREBY CERTIFY THAT WE ARE THE RECORD OWNERS OF THE PROPERTY SHOWN ON THE TENTATIVE SUBDIVISION MAP AND THAT SAID MAP SHOWS ALL OUR CONTIGUOUS OWNERSHIP IN WHICH WE HAVE ANY DEED OR TRUST INTEREST, WE UNDERSTAND THAT OUR PROPERTY IS CONSIDERED CONTIGUOUS EVEN IF IT IS SEPARATED BY ROADS, STREETS, UTILITY EASEMENTS, OR RAILROAD

# **OWNER**

ALBERT J. AND PEARL HOFTIEZER CO-TRUSTEES OF HOFTIEZER FAMILY TRUST **SUBDIVIDER** 

ESCONDIDO NORTH LLC 30200 RANCHO VIEJO RD., SUITE B SAN JUAN CAPISTRANO, CA 92675

JOHN KAYE - MANAGER, AS AGENT FOR OWNER

# ASSESSOR'S PARCEL NO

224-130-10-00

## LEGAL DESCRIPTION

PORTIONS OF LOT H IN BLOCK 418 OF RESUBDIVISION OF BLOCKS 418 & 419, AND PORTIONS OF LOT 4 IN THE BLOCK 415. OF THE RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1520

FIRE: CITY OF ESCONDIDO

SCHOOL: ESCONDIDO UNION SCHOOL DISTRICT ESCONDIDO UNION HIGH SCHOOL DISTRICT

WATER: CITY OF ESCONDIDO

SEWER: CITY OF ESCONDIDO

TOPOGRAPHY: AERIAL TOPOGRAPHIC SURVEY PERFORMED BY PASCO LARET SUITER AND ASSOCIATES ON OCTOBER 19, 2021.

# SITE ADDRESS

**0 ASH STREET** 

ESCONDIDO, CA 92026

### **GENERAL NOTES**

ALL STREETS ARE PUBLIC.

GRADING AND IMPROVEMENTS SHALL BE IN ACCORDANCE WITH CITY OF ESCONDIDO STANDARDS.

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TOTAL AREA OF SUBDIVISION: 5.09 GROSS ACRES, 4.71 NET ACRES/DISTURBED

TOTAL LOTS: 20 NUMBERED LOTS AND 2 LETTERED LOTS

ZONE: R-1-10 (SINGLE-FAMILY RESIDENTIAL)

GENERAL PLAN: S: SUBURBAN (3.33 DUs/AC.)

FRONT YARD = 10.5' MINIMUM (15' FOR GARAGES)\* SIDE YARD = 5' MINIMUM (10' ADJACENT TO STREET)

REAR YARD = 20' MINIMUM

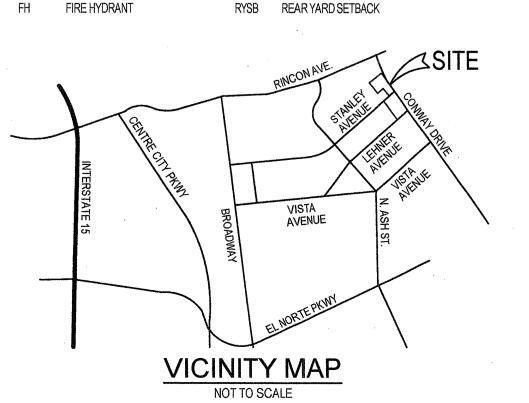
\*DEVIATIONS FROM SETBACKS TAKEN FOR DENSITY BONUS

ALL LOTS ARE PROPOSED TO BE ON A SANITARY SEWER SYSTEM.

### **ABREVIATIONS**

EX

STORM DRAIN ACRE/ACREAGE FINISHED SURFACE SQUARE FEET ASSESOR PARCEL NO. FRONT YARD SETBACK SEWER FORCED MAIN **BLOW-OFF** GRADE BREAK SANITARY SEWER MANHOLE COMBINATION AIR VALVE **GATE VALVE** SANTIARY SEWER CATCH BASIN HEIGHT SIDE YARD SETBACK INVERT TREE CENTERLINE CUBIC YARDS MAXIMUM TW TOP OF WALL MINIMUM TYPICAL DWELLING UNIT DWY DRIVEWAY MANHOLE VITRIFIED CLAY PIPE PROPERTY LINE WATER ESMT EASEMENT PROP PROPOSED WITH EXISTING PUE PUBLIC UTILITY EASEMENT WM WATER METER RW RIGHT OF WAY FINISHED FLOOR RW RETAINING WALL FINISHED GRADE



Item9.

#### **EXHIBIT "C"**

# Final IS/MND PL22-0134 and PL22-0154

Due to the number of pages of Exhibit "C", a link has been provided to review the document electronically on the City's website at:

https://www.escondido.org/ash-st-residential-subdivision-and-annexation

# Page 1 of 14

Item9.

# MITIGATION MONITORING AND REPORTING PROGRAM **ENVIRONMENTAL DOCUMENT REFERENCE NUMBER (SCH 2023030763)**

Exhibit D

PROJECT NAME: Ash Residential Subdivision Project and Annexation Project

PROJECT LOCATION: The property is located west of Ash Street between Stanley Avenue to the north and Lehner Avenue to the south (Assessor Parcel Number 224-130-10-00).

PROJECT DESCRIPTION: A Tentative Tract Map to subdivide approximately 5.09 acres into 20 single-family residential lots with a single lettered lot for a biofiltration basin. The Project includes the construction of 20 new single-family detached residences. A Density Bonus is requested that will restrict one of the lots to "very low income" buyers. The project site is currently within the Sphere of Influence of the City of Escondido and Planning Area and annexation from unincorporated County territory to the City of Escondido is requested. The annexation will require final approval by the Local Agency Formation Commission (LAFCO).

**LEAD AGENCY:** City of Escondido

CONTACT PERSON/ TELEPHONE NO.: Ivan Flores, Associate Planner | (760) 839-4529

APPLICANT: Escondido North, LLC

CONTACT PERSON/ TELEPHONE NO.: John Kaye | (949) 233-4086

No.	Mitigation Measure	Time Frame for Implementation	Responsible Agency/Party	Verific Initials	ation of	Compliance Remarks
Air Quality					-	
MM AQ-1	The Proposed Project shall utilize low emission "clean diesel" equipment with new or modified Tier 4 engines that include diesel oxidation catalysts, diesel particulate filters or Moyer Program retrofits that meet CARB best available control technology for all feasible off-road diesel powered construction equipment.	During all construction activities	Contractor			

Biological Res	sources			
MM BIO-1	Prior to ground disturbances that would impact	Prior to	Project	
	potentially suitable nesting habitat for avian species, the project applicant shall adhere to the following:	Grading/Ground disturbance	Biologist	
	1. Vegetation removal activities shall be scheduled outside the nesting season (September 1 to February 14 for songbirds; September 1 to January 14 for raptors) to the extent feasible to avoid potential impacts to nesting birds and/or ground nesters.			
	2. Any construction activities that occur during typical nesting season (February 15 to August 31 for songbirds; January 15 to August 31 for raptors) will require that all suitable habitat, onsite and within 300-feet surrounding the site (as feasible), be thoroughly surveyed for the presence of nesting birds by a qualified biologist within 5-days prior to commencing ground disturbances. If active nests are identified, the biologist would establish buffers around the vegetation (500 feet for raptors and sensitive species, 200 feet for non-raptors/nonsensitive species). All work within these buffers would be halted until the nesting effort is finished (i.e. the juveniles are surviving independent from the nest). The onsite biologist would review and verify compliance with these			
	nesting boundaries and would verify the nesting effort has finished. Work can resume within			

	these areas when no other active nests are found. Alternatively, a qualified biologist may determine that construction can be permitted within the buffer areas and would develop a monitoring plan to prevent any impacts while the nest continues to be active (eggs, chicks, etc.). Upon completion of the survey and any follow-up construction avoidance management, a report shall be prepared and submitted to City for mitigation monitoring compliance record keeping.				
MM BIO-2	The Project Applicant shall replace impacted mature trees at a minimum of 1:1 ratio, a total of 4 trees, unless other biologically equivalent or superior mitigation has been determined by the City. Trees may be replaced either on or off-site. The number, size, and species of replacement trees shall be determined on a case-by-case basis by the Development Services Director pursuant to Escondido Municipal Code Section 33-1069.	Prior to grading permit	Project Applicant		
Cultural Resor	urces				
MM CUL-1	If cultural resources (i.e., prehistoric sites, historic sites, and isolated artifacts) are discovered during grading or construction activities in the Project area, work shall be halted immediately within 50 feet of the discovery, the City Planning Department shall be notified, and a professional archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards in archaeology and/or	During Grading/Ground Disturbances	Archaeologist / City Planning Department		

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	history shall be retained to determine the significance of the discovery.			
	The City shall consider mitigation recommendations presented by a professional archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards in archaeology and/or history for any unanticipated discoveries. The City and the Project applicant of the site where the discovery is made shall consult and agree on implementation of a measure or measures that the City deems feasible. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures. The Project applicant shall be required to implement any mitigation necessary for the protection of cultural resources.			
MM CUL-2	If human remains are encountered during excavation activities, all work shall halt and the County Coroner shall be notified (California Public Resources Code §5097.98). The Coroner will determine whether the remains are of forensic interest. If the Coroner, with the aid of the County-approved Archaeologist, determines that the remains are prehistoric, s/he will contact the Native American Heritage Commission (NAHC). The NAHC shall be responsible for designating the most likely descendant (MLD), who will be responsible for the ultimate disposition of the remains, as required by Section 7050.5 of the California Health and Safety Code. The MLD shall make his/her recommendation within 48 hours of being granted access to the site. The MLD's recommendation shall be followed if feasible, and	During Construction	Project Archaeologist/ County Coroner	

	may include scientific removal and non-destructive analysis of the human remains and any items associated with Native American burials (California Health and Safety Code §7050.5). If the landowner rejects the MLD's recommendations, the landowner shall rebury the remains with appropriate dignity on the property in a location that will not be subject to further subsurface disturbance (California Public Resources Code §5097.98).			
Geology and	Soils			
MM GEO-1	The Project Applicant shall implement the recommendations contained in the Revised Geotechnical Due Diligence Assessment; 4.9±-Acre Parcel Adjacent to the Northwest Side of the Intersection of N. Ash Street and Lehner Avenue, Assessor Parcel Number (APN) 224-130-10-00, City of Escondido, San Diego County, California, dated May 18, 2022, to reduce geologic hazards during implementation of the proposed Project. Included in the reports are site-specific recommendations involving such topics as, grading and earthwork, slope stability, retaining walls, seismic design, construction materials, geotechnical observation, and testing and plan reviews.	During Grading	Project Geologist/ Public Works Department	
MM GEO-2	Prior to the issuance of a grading permit, the Applicant shall prepare a final geotechnical report based on the final rough grading plans and the final geotechnical report shall incorporate all of the recommendations included in the preliminary geotechnical reports included in Appendices D. The geotechnical reports included in Appendix D have established that the site is geotechnically suitable for development and a final geotechnical report is	Prior to Grading Permit	Project Geologist/ Public Works Department	

-					
	required to ensure all construction-level geotechnical recommendations and design parameters are included on the final rough grading plans.				
	3 3 3 1				
Noise					
MM NOI-1	Construction Noise. Prior to issuance of construction permits, the City's Building Division shall verify that all construction plans include the following measures. The measures may include but are not limited to the following:  - Staging areas should be placed as far as possible from sensitive receptors Place stationary equipment in locations that will have a lesser noise impact on nearby sensitive receptors Turn off equipment when not in use Limit the use of enunciators or public address systems, except for emergency notifications Equipment used in construction should be maintained in proper operating condition, and all loads should be properly secured to prevent rattling and banging Schedule work to avoid simultaneous construction activities that both generate high noise levels Use equipment with effective mufflers Minimize the use of backup alarms.	During Construction	Project Contractor/ City Public Works Department		
Tribal Cultura	Resources				
MM TCR-1	Prior to the issuance of a grading permit, the Applicant shall enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a Pre-Excavation Agreement) with a tribe that is	Prior to Grading Permit	Project Applicant/ Project Archaeologist/		

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traditionally and culturally affiliated with the Project	Native		
Location ("TCA Tribe"). The purposes of the	American		
agreement are (1) to provide the Applicant with clear	Monitor		
expectations regarding tribal cultural resources, and			
(2) to formalize protocols and procedures between			
the Applicant/Owner and the TCA Tribe for the			
protection and treatment of, including but not limited			
to, Native American human remains, funerary objects,			
cultural and religious landscapes, ceremonial items,			
traditional gathering areas and cultural items, located			
and/or discovered through a monitoring program in			
conjunction with the construction of the Project,			
including additional archaeological surveys and/or			
studies, excavations, geotechnical investigations,			
grading, and all other ground-disturbing activities.			
The agreement shall incorporate, at a minimum, the			
performance criteria and standards, protocols, and			
procedures set forth in mitigation measures MM TRC-			
2 through MM TRC-10, and the following information:			
Parties entering into the agreement and contact			
information.			
Decree with illinian of the Direction Common and the sign			
Responsibilities of the Property Owner or their			
representative, archaeological monitors, and			
tribal monitors.			
<ul> <li>Project grading and development scheduling,</li> </ul>			
including determination of authority to adjust in			
the event of unexpected discovery, and terms of			
compensation for the monitors, including			
overtime and weekend rates, in addition to			
mileage reimbursement.			
Requirements in the event of unanticipated  discovering which shall address grading and			
discoveries, which shall address grading and			

grading a areas of cucultural materials.  Treatment materials.  Treatment and associated	as that apply to cultural resources that identified or may be identified during instruction.  The of a grading permit, the Applicant written verification to the City that a neologist and a Native American lated with a TCA Tribe have been lement the monitoring program. The hall be responsible for coordinating American monitor. This verification inted to the City in a letter from the cologist that confirms the selected in monitor is associated with a TCA prior to any pre-construction meeting, ill persons involved in the monitoring	Permit	Project Applicant/ Project Archaeologist/ Native American Monitor		
	rchaeologist and a Native American ttend all applicable pre-construction	Prior to Grading	Project Applicant/		

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	meetings with the General Contractor and/or associated subcontractors to explain and coordinate the requirements of the monitoring program.		Native American Monitor		
MM TCR-4	During the initial grubbing, site grading, excavation or disturbance of the ground surface (including both onand off-site improvement areas), the qualified archaeologist and the Native American monitor shall be present full-time. If the full-time monitoring reveals that the top soil throughout the Project impact area (both on and off-site) has been previously removed during the development of the roads and buildings within the Project area, then a decrease of monitoring to part-time monitoring or the termination of monitoring can be implemented, as deemed appropriate by the qualified archaeologist in consultation with the Native American monitor. The frequency of subsequent monitoring shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring considering these factors. Archaeological and Native American monitoring would be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits (i.e., soil conditions are comprised solely of fill or granitic bedrock).	During Construction	Project Archaeologist/ Native American Monitor		
MM TCR-5	In the event that previously unidentified tribal cultural resources are discovered, all work must halt within a 100-foot radius of the discovery. The qualified	During Grading	Project Applicant/ Project		

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	archaeologist and the Native American monitor shall evaluate the significance of the find and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The qualified archaeologist and Native American Monitor shall consider the criteria identified by California Public Resources Code sections 21083.2(g) and 21074, and CEQA Guidelines sections 15064 and 15064.5(c) in determining the significance of a discovered resource. If the professional archaeologist and Native American monitor determine that the find does not represent a culturally significant resource, work may resume immediately, and no agency notifications are required. Isolates and clearly non-significant deposits shall be documented in the field and collected, and monitored grading can immediately proceed. All unearthed archaeological resources or tribal cultural resources shall be collected, temporarily stored in a secure location, and repatriated for later reburial on		Archaeologist/ Native American Monitor	
	the project site, pursuant to the terms of the Pre- Excavation Agreement.			
MM TCR-6	If the qualified archaeologist and Native American monitor determine that the find does represent a potentially significant tribal cultural resource, considering the criteria identified by California Public Resources Code sections 21083.2(g) and 21074, and CEQA Guidelines sections 15064 and 15064.5(c), the archaeologist shall immediately notify the City of said discovery. The qualified archaeologist, in consultation with the City, the consulting TCA Tribe(s), and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the	During Grading	Project Archaeologist/ Native American Monitor	

	qualified archaeologist in consultation with the TCA Tribe(s) and be submitted to the City for review and approval. If the find is determined to be a Tribal Cultural Resource under CEQA, as defined in California Public Resources Code Section 21074(a) though (c), appropriate treatment measures would be implemented. Work may not resume within the nowork radius until the City, through consultation as set forth herein, determines either that: 1) the discovery does not constitute a Tribal Cultural Resource under CEQA, as defined in California Public Resources Code Section 21074(a) through (c); or 2) the approved treatment and disposition measures have been completed.				
MM TCR-7	All sacred sites, significant tribal cultural resources, and unique archaeological resources encountered within the Project area shall be avoided and preserved as the preferred mitigation. The avoidance and preservation of the significant tribal cultural resource or unique archaeological resource must first be considered and evaluated in consultation with the TCA Tribe(s) as required by CEQA and in compliance with all relevant mitigation measures for the Project. If any significant tribal cultural resource or unique archaeological resource has been discovered and such avoidance or preservation measure has been deemed to be infeasible by the City's Director of Development Services Department (after a recommendation is provided by the qualified archaeologist, in consultation with the TCA Tribe(s), making a determination of infeasibility that takes into account the factors listed in California Public Resources Code sections 21061.1, 21081(a)(3), and	During Grading	Project Archaeologist/ Native American Monitor		

	CEQA Guidelines section 15091, and in accordance with all relevant mitigation measures for the Project), then culturally appropriate treatment of those resources, including but not limited to funding an ethnographic or ethnohistoric study of the resource(s), and/or developing a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. No artifact sampling for analysis is allowed, unless requested and approved by the consulting TCA Tribe(s). Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.			
MM TCR-8	As specified by California Health and Safety Code section 7050.5, if human remains are found on the Project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to a temporary off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and	During Grading	Project Applicant/ Project Archaeologist/ Native American Monitor/ County Coroner	

			<u> </u>	ı	
	disposition. A temporary construction exclusion zone				
	shall be established surrounding the area of the				
	discovery so that the area would be protected, and				
	consultation and treatment could occur as prescribed				
	by law. If the Coroner determines the remains are				
	Native American and not the result of a crime scene,				
	the Coroner would notify the NAHC, which then will				
	designate a Native American Most Likely Descendant				
	(MLD) for the project (California Public Resources				
	Code § 5097.98) for proper treatment and disposition				
	in accordance with California Public Resources Code				
	section 5097.98. The designated MLD will have 48				
	hours from the time access to the property is granted				
	to make recommendations concerning treatment of				
	the remains. If the City does not agree with the				
	recommendations of the MLD, the NAHC can				
	mediate (California Public Resources Code §				
	5097.94). If no agreement is reached, the remains				
	shall be kept in situ, or reburied in a secure location in				
	close proximity to where they were found and where				
	they will not be further disturbed (California Public				
	Resources Code § 5097.98). Work may not resume				
	within the no work radius until the lead agency,				
	through consultation as appropriate, determines that				
	the treatment measures have been completed to their				
	satisfaction. The analysis of the remains shall only				
	occur on site in the presence of the MLD, unless the				
	forensic anthropologist and the MLD agree to remove				
	the remains to an off-site location for examination.				
MM TCR-9	If the qualified archaeologist elects to collect any tribal	During Grading	Project		
	cultural resources, the Native American monitor must		Archaeologist/		
	be present during any cataloging of those resources.		Native		
	Moreover, if the qualified archaeologist does not				

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	collect the cultural resources that are unearthed during the ground-disturbing activities, the Native American monitor may, at their discretion, collect said resources for later reburial on the Project site or storage at a local curation facility. Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe for reburial on the Project site. Should the TCA Tribe(s) decline the collection, the collection shall be curated at the San Diego Archaeological Center. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor, to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center.		American Monitor	
MM TCR-10	Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, that describes the results, analysis, and conclusions of the archaeological monitoring program and any data recovery program on the Project site, shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources. A copy of the final report will be submitted to the South Coastal Information Center after approval by the City.	Post- Grading	Project Applicant/ Project Archaeologist/ Native American Monitor	

#### **EXHIBIT "E"**

#### PLANNING CASE NOS. PL22-0134/PL22-0154

#### FACTORS TO BE CONSIDERED / FINDINGS OF FACT

#### **Environmental Determinations:**

- 1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA"), and its implementing regulations (14 C.C.R. § 15000 et seq.) ("CEQA Guidelines"), the City of Escondido ("City") is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.
- 2. An Initial Study/Mitigated Negative Declaration ("IS/MND") for the Project was prepared, published, circulated and reviewed in accordance with the requirements of CEQA, the CEQA Guidelines, and the local environmental procedures. The decision-making body of the Lead Agency shall adopt the proposed IS/MND only if:
- It finds on the basis of the whole record before it that there is no substantial evidence the project will have a significant effect on the environment, and
- The IS/MND reflects the Lead Agency's independent judgment and analysis
- 3. The Final IS/MND and Mitigation Monitoring and Reporting Plan ("MMRP") collectively constitute the environmental documentation under and pursuant to CEQA, the CEQA Guidelines, and local environmental procedures relating to the project, and shall be referred to herein collectively as "CEQA Documents"
- 4. The Planning Commission has received the material record supporting all of the CEQA documents for the project. The Planning Commission, finds the following:
  - The Final IS/MND reflects the City's independent judgment and analysis.
  - That there is no substantial evidence that the Project or any of its aspects could result in significant adverse impacts, or that cannot be fully mitigated. All previously identified impacts have been mitigated to less than a significant level.
  - The Planning Commission also finds that the mitigation measures listed in the MMRP will not cause any potentially significant effects.
  - The Final IS/MND has been completed in compliance with CEQA and it constitutes a complete, accurate, adequate and good faith effort at full disclosure under CEQA
- 5. Mitigation measures are recommended to be incorporated as part of the adoption of the Mitigated Negative Declaration. The recommended approval of the Project also includes the adoption of the MMRP, attached hereto this Resolution.

6. Pursuant to Public Resources Code Section 21081.6(a)(2) and CEQA Guidelines section 15091(e), all documents and other materials which constitute the record of proceedings are located at the City of Escondido, City Hall. The City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the Planning Commission's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

#### **Annexation Determinations**

- The proposed annexation conforms to the annexation policies established in the Escondido General Plan Land Use and Community Form element that are intended to guide development to meet present and future needs, achieve a vibrant community, and enhance the character of Escondido.
- 2. The parcel proposed to be annexed into the City of Escondido is located within the Escondido Sphere of Influence and Escondido Planning Area.
- 3. The reorganization includes annexation to the City of Escondido and detachment from the County Service Area No. 135 (Regional Communications). The parcels also will be excluded from the Rincon Municipal Water District, Improvement District "E" for fire services.
- 4. The City of Escondido will provide fire and emergency response to the proposed annexation territory. City sewer service would be available to the subject parcel. The City of Escondido Police Department, which already patrols the general area and works cooperatively with the San Diego County Sheriff, would assume responsibility for law enforcement. The annexation would not introduce new service providers to the area or become a departure from the existing pattern of service delivery in this portion of Escondido.
- 5. The proposed annexation will not conflict with any specific development plans for the properties. Development will be subject to the provisions of the Escondido General Plan and Zoning Code upon annexation.
- 6. The public health, safety and welfare will not be adversely affected by the proposed change because the parcel has already been pre-zoned as R-1-10, consistent with its General Plan land use designation.
- 7. The requirements of the California Environmental Quality Act (CEQA) have been met because it was determined the Project will not have a significant effect on the environment because mitigation measures and project design features will avoid or reduce potential impacts to less than a significant level, as demonstrated in the Final IS/MND prepared for the project.

<u>Tentative Subdivision Map Determinations (Subdivision Map Act and Chapter 32 of the Escondido Municipal Code)</u>

The Planning Commission makes the finding that none of the findings (a) through (g) below in Section 66474 of the California Government Code that require a City to deny approval of a Tentative Subdivision Map apply to this Project for the reasons stated as follows:

1. That the proposed map is consistent with the applicable general and specific plans as specified in Section 65451 of the Subdivision Map Act

The proposed Project has been reviewed in accordance with the City's 2012 General Plan, and is not located within a specific plan area. The proposed subdivision is consistent with the Suburban (S) land use designation which allows for residential uses on the Project site. The S land use designation allows a maximum density of 3.3 dwelling units per acre. The Project will have a maximum density of 3.9 dwelling units per acre; however, the increase in density is due to a density bonus as permitted by State Density Bonus Law and the Article 67 of the Escondido Zoning Code. The increase in density above the General Plan land use designation does not constitute inconsistency with the applicable General Plan land use designation as the density bonus has been granted in accordance with State Law.

2. That the design or improvement of the proposed subdivision is consistent with the applicable general and specific plans

The Project includes a Density Bonus request which allows for deviations from the Escondido Zoning Code. The Applicant has applied for waivers related to development standards such as lot size, lot coverage, floor area ratio, and setbacks. The Project is designed to be consistent with surrounding subdivisions and complies with Escondido City standards related to street improvements. As conditioned, the design and improvements of the proposed subdivision are consistent with the General Plan.

3. The Project site is physically suitable for the proposed type of Project

The Project site is suitable for the residential type of development proposed since the Project is located on property that is adjacent to residential uses at relatively similar size and scale. The location, access, density, size, and type of use proposed in the Tentative Subdivision Map are compatible with the existing and future land uses in the surrounding neighborhood as a large portion of the surrounding neighborhoods share the same zoning designation. The Project site is approximately 5.09 acres, is relatively flat, and can accommodate the amount of lots proposed for the site.

4. That the site is physically suitable for the proposed density of development

The granting of the Tentative Subdivision Map would not violate the requirements, goals, policies, or intent of the 2012 General Plan. The Project includes a density bonus request which would exceed the maximum density allowed under the S land use designation; however, the request is allowed under State Density Bonus Law and Article 67 of the Escondido Zoning Code. The requested waivers related to setbacks, lot size, floor area ratio, and lot coverage promote a design that complements the increase in density of development.

5. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially or avoidably injure fish or wildlife or their habitat

The Project site has been thoroughly analyzed for applicable environmental impacts related to this proposed development (State Clearinghouse #2023030763). No special status plant or animal species were discovered on the Project site during the preparation of the Project's biological technical report. Impacts to vegetation communities, and nesting birds, and mitigation measures have been proposed in the Final IS/MND to reduce these impacts to a less than significant level.

6. That the design of the subdivision or the type of improvements is not likely to cause serious public health concerns

The design of the map and the type of improvements are not likely to cause serious public health problems. The Project's proposed street alignments, grades and widths; drainage and sanitary facilities and utilities, including alignments and grades thereof; location and size of all required easements and rights-of-way; traffic and emergency access; grading; and open space and recreational amenities were all reviewed for compliance to relevant City policies and codes. All necessary public facilities and services are in place or can be extended to serve the Project, which comes with support from fire, sewer, water, and school services providers, indicating that existing facilities are available to service the Project.

7. That the design of the subdivision or the type of improvements would not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision

The design of the map and type of improvements would not conflict with easements of record, or easements established through court judgement or acquired by the population at large, for access through, or use of property within the proposed map. All easements identified in the preliminary title report for the subject property are shown on the proposed Tentative Subdivision Map. No conflicts with easement of record have been identified.

8. All permits and approvals applicable to the proposed Tentative Map pursuant to Chapter 33 of this code have been obtained

All permits and approvals applicable to the proposed Tentative Map pursuant to Chapter 33 of the Municipal Code have been obtained, or conditions of approval have been proposed to ensure they will be obtained. Approval of an Annexation along with the Tentative Map will allow the applicant to implement the design of the subdivision as shown on the map. The Project has been conditioned to require several permits necessary to construct the Project as proposed, including grading, landscape, building, and encroachment permits form the City of Escondido.

All applicable requirements of the Map Act and any ordinance of the City of Escondido regulating
or otherwise relating to the conversion of existing buildings into condominiums or stock
cooperatives have been satisfied

The proposed Project is a Tentative Map for the subdivision of an existing 5.09-acre site. The Project does not include conversion of existing buildings into condominiums or stock cooperative. All applicable requirements of the Map Act and any ordinance of the City of Escondido have been satisfied.

10. The proposed Tentative Map shall be in conformity with the zone in which it is located. To the extent that the property, which is subject of the proposed Tentative Map, is an existing legal nonconforming multi-family residential use, this requirement shall not apply, in accordance with Chapter 33 of this code.

The proposed Tentative Map shall be in conformity with the zone it is located in. The Project site currently has a single-family Pre-zone designation (PZ-R-1-10) and will be developed in accordance with the requirements of Chapter 33. The conditions of approval and subsequent design review of future residential development would ensure consistency with all standard requirements.

#### **Density Bonus Determinations (Article 67 Section 33-1419 of Chapter 33)**

11. The Project is consistent with the provisions of this article

The Project includes a request for a density bonus. The underlying Suburban General Plan land use designation allows a maximum of 3.3 dwelling units per acre which would allow up to 17 dwelling units on the 5.09-acre site. The Applicant has submitted a density bonus request which outlines the allowable density based on providing 1 very-low income unit (5.88%) of the 17 base dwelling units. As allowed by Article 67 of Chapter 33, the Applicant is entitled to a 20% increase in density which would allow up to 4 additional units. The Applicant has chosen to construct an additional 3 bonus units for a total of 20 dwelling units. The Applicant is also entitled to one incentive/concession in accordance with aforementioned section, and they have requested the elimination of the requirement to underground overhead utilities. The Project is consistent with the provisions of Article 67 of Chapter 33.

#### **EXHIBIT "F"**

# CONDITIONS OF APPROVAL PLANNING CASE NOS. PL22-0134/PL22-0154

This Project is conditionally approved as set forth on the application received by the City of Escondido on March 18, 2022, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans and Colored Elevations; all designed as approved on June 14, 2023, and shall not be altered without express authorization by the Development Service Department.

For the purpose of these conditions, the term "Applicant" shall also include the Project proponent, owner, permittee, and the Applicant's successors in interest, as may be applicable.

#### A. General:

- 1. Acceptance of Permit. If the Applicant fails to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:
  - a. Acceptance of the Permit by the Applicant; and
  - b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.
- 2. Permit Expiration. If the Permit was filed as or concurrent with a Tentative Map or Planned Development application, the Permit shall expire 36 months from the effective date of approval, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code. If not filed as concurrent with a Tentative Map or Planned Development application, the Permit shall automatically expire after one year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.
  - The Permit shall be deemed expired if a building permit has not been obtained or work has been discontinued in the reliance of that building permit. If no building permits are required, the City may require a noticed hearing to be scheduled before the authorized agency to determine if there has been demonstrated a good faith intent to proceed, pursuant to and in accordance with the provision of this Permit.
- 3. Certification. The Director of Development Services, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of

approval. A final Approved Plan set, shall be submitted to the Planning Division for certification electronically. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.

#### 4. Conformance to Approved Plans.

- **a.** The operation and use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.
- **b.** Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.
- c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Development Services to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.
- **5. Limitations on Use.** Prior to any use of the Project site pursuant to this Permit, all Conditions of Approval contained herein shall be completed or secured to the satisfaction of the Development Services Department.

#### 6. Certificate of Occupancy.

- **a.** No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.
- **b.** Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Development Services.

#### 7. Availability of Permit Conditions.

- **a.** Prior to grading permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.
- b. The Applicant shall make a copy of the term's conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

- **8. Right to Entry.** The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.
- 9. Compliance with Federal, State, and Local Laws. Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

No part of this Permit's approval shall be construed to permit a violation of any part of the Escondido Municipal or Zoning Code. **During** Project construction and after Project completion, the Applicant shall ensure the subject land use activities covered by this Permit is conducted in full compliance with all local and state laws.

10. Fees. The appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Development Services. Through plan check processing, the Applicant shall pay development fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Development Services Department.

Approval of this development project is conditioned upon payment of all applicable development fees and connection fees in the manner provided in Chapter 6 of the Escondido Municipal Code.

11. Costs of Municipal Services. In accordance with the General Plan, the Developer shall fund all on-going operational costs of providing municipal services required for the Project, the amount of such funding shall be in accordance with the special tax levy adopted annually by the City Council based on the project density, unless another amount is approved by the City Council at the time of Project approval. Such funding shall occur through either an agreement to form or annex into a Community Facilities District ("CFD") or the establishment of another lawful funding mechanism reasonably acceptable to the City ("Public Services Funding Agreement"). Projects that elect to annex into the Services CFD shall submit consent forms prior to the first permit issuance if they have not done so already. The provisions of the Public Services Funding Agreement shall specify any terms and limitations necessary to implement the CFD or other funding mechanism to offset the impacts to public services associated with the project. The City Manager, or City Manager's designee, shall be authorized to approve and execute the Public Services Funding Agreement, and the Public Services Funding Agreement shall be finalized prior to the City's issuance of any permit for the Project.

**12. Public Art Partnership Program.** All requirements of the Public Art Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

#### 13. Clerk Recording.

- a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increase after the date of this approval, the Applicant shall be responsible for the increase.
- **b.** For more information on filing fees, please refer to the County Clerk's Office and/or the California Code of Regulations, Title 14, Section 753.5.
- **14. Legal Description Adequacy.** The legal description attached to the application has been provided by the Applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
- **15. Application Accuracy.** The information contained in the application and all attached materials are assumed to be correct, true, and complete. The City of Escondido is relying on the accuracy of this information and Project-related representations in order to process this application. Any permits issued by the City may be rescinded if it is determined that the information and materials submitted are not true and correct. The Applicant may be liable for any costs associated with rescission of such permits.
- 16. Enforcement. If any of the terms, covenants, or conditions contained herein shall fail to occur or if they are, by their terms, to be implemented and maintained over time, the City of Escondido shall have the right to deny or withhold subsequent permit approvals or permit inspections that are derived from the application entitlements herein granted; issue stop work orders; pursue abatement orders, penalties, or other administrative remedies as set forth in state and local laws; or institute and prosecute litigation to compel compliance with such terms, covenants, or conditions or seek damages for their violation. The Applicant shall be notified in advance prior to any of the above actions being taken by the City and shall be given the opportunity to remedy any deficiencies identified by the City.

#### 17. Indemnification, Hold Harmless, Duty to Defend.

- The Applicant shall indemnify, hold harmless, and defend (with counsel reasonably a. acceptable to the City) the City, its Councilmembers, Planning Commissioners, boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "Indemnified Parties") 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, at law or in 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 (i) any business, work, conduct, act, omission, or negligence of the Applicant or the owner of the Property (including the Applicant's or the owner of the Property's contractors, subcontractors, licensees, sublessees, invitees, agents, consultants, employees, or volunteers), or such activity of any other person that is permitted by the Applicant or owner of the Property, occurring in, on, about, or adjacent to the Property; (ii) any use of the Property, or any accident, injury, death, or damage to any person or property occurring in, on, or about the Property; or (iii) any default in the performance of any obligation of the Applicant or the owner of the Property to be performed pursuant to any condition of approval for the Project or agreement related to the Project, or any such claim, action, or proceeding brought thereon. Provided, however, that the Applicant shall have no obligation to indemnify, hold harmless, or defend the City as to any Claims that arise from the sole negligence or willful misconduct of the City. In the event any such Claims are brought against the City, the Applicant, upon receiving notice from the City, shall defend the same at its sole expense by counsel reasonably acceptable to the City and shall indemnify the City for any and all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City).
- b. The Applicant further and separately agrees to and shall indemnify, hold harmless, and defend the City (including all Indemnified Parties) from and against any and all Claims brought by any third party to challenge the Project or its approval by the City, including but not limited to any Claims related to the Project's environmental determinations or environmental review documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Project approvals. Such indemnification shall include the Applicant's payment for any and all administrative and litigation costs and expenses incurred by the City in defending against any such Claims, including payment for all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).

- The City, in its sole discretion and upon providing notice to the Applicant, may require the c. Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Applicant in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Applicant shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.
- 18. Phasing. A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

#### B. Construction, Maintenance, and Operation Obligations:

1. Code Requirements. All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code, California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of Development Services, Building Official, City Engineer, and the Fire Chief in carrying out the administration of said codes. Approval of this Permit request shall not waive compliance with any City regulations in effect at the time of Building Permit issuance unless specifically waived herein.

As a condition of receiving the land use approvals specified herein, Applicant shall maintain the property subject to the approvals in compliance with all applicable city codes governing the condition or appearance of property. In addition to compliance with such basic standards, the property subject to these approvals shall also be maintained free of trash, plant debris, weeds, and concrete (other than existing foundations and permanent structures). Any signs placed on the property advertising such property for sale or rent shall be in accordance with applicable laws, and be kept clean, in like-new condition, and free from fading and graffiti at all times. This condition shall be applicable from the date the land use is approved. The failure to comply with this condition shall subject the approvals specified herein to revocation for failure to comply.

Agency License and Permitting. In order to make certain on- or off-site improvements associated with the Approved Plan set, the Permit request may require review and clearance from other agencies. Nothing in these Conditions of Approval shall be construed as to waive compliance with other government agency regulations or to obtain permits from other agencies to make certain on- or off-site improvements prior to Final Map recordation, grading permit issuance, building permit issuance, or certificate of occupancy as required. This review may result in conditions determined by the reviewing agency.

At all times during the effective period of this Permit, the Applicant and any affiliated responsible party shall obtain and maintain in valid force and effect, each and every license and permit required by a governmental agency for the construction, maintenance, and operation of the authorized activity.

- **3. Utilities.** All new utilities and utility runs shall be underground, or fee payment in-liue subject to the satisfaction of the City Engineer.
- **4. Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.
- 5. Noise. All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
- **6. Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.
- **7. General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.
- **8. Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.
- **9. Anti-Litter**. The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.
- **10. Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.
- 11. Trash Enclosures. All appropriate trash enclosures or other approved trash systems shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.

- **12. Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.
- **13. Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.
- 14. Construction Waste Reduction, Disposal, and Recycling. Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction projects, the Applicant must submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential projects or portions thereof, or Section 5.408.1.4 for non-residential projects or portions thereof, demonstrating compliance with the California Green Building Standards Code sections cited above.
- 15. Construction Equipment Emissions. Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Development Services that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed replacement equipment has been evaluated using the California Emissions Estimator Model ("CalEEMod") or other industry standard emission estimation method, and documentation provided to the Planning Division confirms that necessary project-generated functional equivalencies in the diesel PM emissions level are achieved.

#### C. Parking and Loading/Unloading.

- 1. Each residential unit shall be provided with two covered parking spaces.
- 2. No parking shall be permitted on cul-de-sacs on Street "A."
- **3.** Parking for disabled persons (including "Van Accessible" spaces) and electric vehicle parking shall be provided in full compliance with the State Building Code.

- **4.** No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.
- **D.** Landscaping: The property owner or owners' association assumes all responsibility for maintaining all on-site landscaping; any landscaping in the public right-of-way adjacent to the property, including potted plants; and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.
  - **1.** Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.
  - 2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.
  - **3.** If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.
  - **4.** The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
  - **5.** Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.
  - **6. Landscaping Plans.** Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.
    - A final landscape and irrigation plan shall be submitted to the Engineering Services a. Department for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal If the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.
    - **b.** Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) is to be provided prior to final occupancy.

- c. The installation of the landscaping and irrigation shall be inspected by the Project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The Applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
- d. Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Development Services.
- e. New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, clinging non-deciduous or fast growing shrubbery that will screen the enclosures wall surface. The Director of Development Services shall find that the proposed landscaping design, material, or method provides approximate equivalence to the specific requirements of this condition or is otherwise satisfactory and complies with the intent of these provisions.

#### **E.** Specific Planning Division Conditions:

- 1. The applicant shall be responsible for ensuring that all mitigation measures identified in the Mitigation Monitoring and Reporting Program, included as Exhibit "D" to this resolution, are implemented.
- 2. The Project shall be managed by a professional management company. A self-managed Home Owners Association ("HOA") shall not be allowed. This prohibition against a self-managed HOA must be reflected in the Project's Covenants, Conditions, and Restrictions ("CC&Rs).
- 3. Prior to issuance of building permits, the Project will be subject to design review by the Planning Division for the single-family residences.
- 4. The Project shall be consistent with the design waivers included in Attachment 2 of the Planning Commission staff report, dated May 23, 2023.
- 5. The design and appearance of the target units shall be consistent or compatible with the design of the total housing development in terms of appearance, materials, and finished quality.
- 6. The market-rate developer shall provide assurances through inclusion of notes on the Final Map that the all affordable housing unit is constructed prior to construction of market-rate units in a quantity which exceeds that which would otherwise be permitted on the Property. A certificate of occupancy shall be issued for the affordable housing unit prior to issuance of the building permit for the 18th market-rate unit.

#### F. Specific Fire Department Conditions:

1. An approved adequate water supply and approved paved access is required prior to any combustibles being brought to the site.

- 2. Min Fire flow as per the FPP report shall be provided on site prior to combustibles being brought to the site.
- 3. Vegetation clearing and management must be provided as per the approved FPP and Escondido Fire Vegetation clearing standards.
- 4. No parking will be allowed in any cul-de-sac or access 24 feet wide or smaller as per the Escondido Engineering standards.

#### **G.** Specific Building Division Conditions

1. Approval and subsequent development are subject to all conditions and requirements of the California Building Code and Building Division.

#### H. Housing and Neighborhood Services Conditions:

- 1. The Project shall provide a minimum of 1 dwelling unit for very-low income households (those earning less than 50% of the Area Median Income for the San Diego-Carlsbad-San Marcos MSA). Prior to or concurrent with final map recordation, the developer shall sign a binding affordable housing agreement with the City, which will set forth the conditions and guidelines to be met in the implementation of Density Bonus Law requirements and any other applicable requirements (Within the affordable housing agreement, the developer will be responsible for annual recertification of household income qualifications and compliance with rent limits). The agreement will also establish specific compliance standards and remedies available to the City upon failure by the developer to restrict units to target households for the prescribed time period (55 years for all target units as described in Government Code section 65915(c)). Income qualified households will be monitored by the City of Escondido Housing and Neighborhood Services Division for the duration of the affordability period. Monitoring fees will be applied per the affordable housing agreement.
  - a. If the affordable dwelling unit is a for-sale unit, the affordable housing agreement shall ensure that the unit is either:
    - Initially occupied by persons or families of very-low income, is offered at an affordable housing cost, and is subject to an equity sharing agreement in compliance with Government Code Section 65915 (c)(2); or
    - ii. Purchased by a qualified nonprofit housing corporation pursuant to a recorded contract that satisfies all of the requirements specified in Government Code Section 65915 (c) (2).
- 2. All affordability agreements shall run with the land and be binding on the applicant and its heirs, transferees, assigns, successors, administrators, executors, and other representatives, and recorded on the applicable property for the requisite period of time.

#### I. Specific Engineering Division Conditions:

## **GENERAL**

- 1. The applicant shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.
- 2. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of the Grading Plans. This utility/facility relocation work shall be completed prior to issuance of Building Permits.
- 3. Improvement plans prepared by a Civil Engineer, required for all public street, utility, and storm drain improvements, and Grading/Private Improvement plans prepared by Civil Engineer, required for all grading, drainage and private onsite improvement design, shall be submitted for review through the City's virtual plan review portal as a single package containing all items on the Engineering Initial Submittal Checklists. Landscaping Plans shall be prepared by a Landscape Architect.
- 4. A surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of the Final Map and Grading Plan. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.
- 5. The developer shall be responsible to acquire any off-site land, easements, permissions or rights-of-way in order to construct the required improvements. Proof of easement or other rights shall be required before a grading permit will be issued.
- 6. No Building Permits shall be issued for any construction within this Subdivision until the Final Subdivision Map is recorded and either:
  - a) All conditions of the Tentative Subdivision Map have been fulfilled: or
  - b) Those conditions unfulfilled at the time of an application for Building Permits shall be secured and agreements executed in a form and manner satisfactory to the City Attorney and City Engineer.

- 7. If site conditions change adjacent to the proposed development prior to completion of the project, the developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
- 8. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
- 9. The Developer's engineer shall submit to the Planning Department a copy of the Tentative Map as presented to the Planning Commission and the City Council. The Tentative Map will be signed by the Planning Department verifying that it is an accurate reproduction of the approved Tentative Map and must be included in the first submittal for plan check to the Engineering Department.

# STREET IMPROVEMENTS AND TRAFFIC

- Public street and drainage improvements shall be constructed to City Standards as required by the Subdivision Ordinance and to the satisfaction of the City Engineer prior to first occupancy. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, curb returns and pedestrian ramps, drainage, lighting, etc. shall be to the satisfaction of the City Engineer.
- Prior to first occupancy the developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets within and adjoining the project boundary:

<u>STREET</u>	CLASSIFICATION
North Ash Street	Local Collector (66/42)
Stanley Avenue	Local Collector (66/42)
Lehner Avenue	Residential Street (56/36)

See appropriate typical sections in the current Escondido Design Standards for additional details.

- 3. Improvement plans prepared by a Civil Engineer are required for all public street and utility improvements.
- 4. The major access entrances shall be designed as street intersections with curb returns, cross gutters and spandrels, sidewalk ramps, etc. with a minimum throat width of 36 feet.

- 5. The address of each lot/dwelling unit shall either be painted on the curb or, where curbs are not available, posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer.
- 6. All on-site roads shall be public. Typical sections and design details shall be to the satisfaction of the City Engineer and Director of Development Services. The public street improvements shall include, but not be limited to, the construction of concrete curb, sidewalks, street lights, paving and base.
- Sidewalk construction shall be contiguous to the curb or may be non-contiguous in certain areas as approved by the City Engineer in accordance with current Escondido Design Standards.
- 8. All cul-de-sacs shall conform to the current Escondido Design Standards.
- 9. Plans for construction within any right-of-way under a jurisdiction other than the City of Escondido will be subject to the review by both the City of Escondido and the other jurisdiction. The developer shall be responsible for securing all necessary permits from the appropriate agencies.
- 10. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior to the issuance of an Encroachment Permit for construction within the public right-of-way.
- 11. The developer's engineer shall prepare a complete signing and striping plan for all improved roadways. The developer's contractor shall complete all necessary removal of existing striping and signage and shall install all new signing and striping per the approved plans and as directed by the Field Engineer.
- 12. The developer may be responsible for an overlay of Stanley Ave. and Lehner Ave due to the many utility trenches necessary to serve this project. The determination of the extent of the overlay shall be to the satisfaction of the City Engineer.
- 13. For the reconstruction of the existing roadway on Stanley Avenue the design shall provide a smooth vertical centerline to the tie in points on both ends of the project. Offsite minor grading may be required to meet existing elevations on the North side of Stanley Ave.
- 14. Adequate horizontal sight distance shall be provided at all street intersections. Increased parkway widths, open space easements, and restrictions on landscaping shall be provided for adequate sight distance and subject to approval of the City Engineer.
- 15. The project shall be designed to comply with the maximum grade of intersecting streets of 6% per the Escondido Design Standards.

- 16. Pedestrian access routes shall be provided into the project to the satisfaction of the City Engineer.
- 17. Street lights shall be constructed where indicated on the approved tentative map within the public ROW on the adjacent streets and on the internal public street A. The developer shall be required to construct all LED street lights in accordance with Escondido Standard Drawing No. E-1-E.
- 18. All gated entrances shall be designed and improved to the satisfaction of the City Engineer.
- 19. The developer shall install trash capture devices on existing storm drain inlets along the project's frontage to the satisfaction of the City Engineer.

## **GRADING**

- 1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by a digital copy of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.
- 2. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the project.
- 3. Cut and fill slope setbacks shall be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.
- 4. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
- 5. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.
- Lot drainage shall meet the requirements of current Escondido Design Standards, to the satisfaction of the City Engineer, and shall include the construction of necessary brow ditches.
- 7. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.
- 8. All lot lines shall be located at the top of slope unless otherwise approved by the City Engineer.

- 9. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in their report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by the Regional or City Standard Drawings. The cost of any independent third-party review deemed necessary by the City Engineer shall be reimbursed by the developer. Retaining walls or deepened footings that are to be constructed as part of building structure will be permitted as part of the Building Department plan review and permit process.
- 10. Trash enclosures shall be constructed to comply with storm water quality management requirements to the satisfaction of the City Engineer.

## **DRAINAGE**

- Final on-site and off-site storm drain improvements shall be determined to the satisfaction
  of the City Engineer and shall be based on a drainage study to be prepared by the Engineer
  of Work. The drainage study shall be in conformance with the City of Escondido Design
  Standards.
- 2. All on-site storm drains not in public easements are private. The responsibility for maintenance of these storm drains shall be that of the home owner's association. Provisions stating this required maintenance shall be included in the CC&R'S.
- 3. The project shall limit drainage flows to their pre-construction rates. Details and calculations for the detention basin shall be submitted and approved as part of the grading plan check.
- 4. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include hydro-modification calculations, treatment calculations, post-construction storm water treatment measures, and maintenance requirements.
- 5. All site drainage with emphasis on the roadway, parking, and driveway areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.
- 6. Site Design and Source Control Best Management Practices (BMPs) shall be implemented to the maximum extent practicable. Downspouts from buildings shall be directed to landscaping to allow the infiltration of runoff into the ground. Where feasible, runoff from the hardscape areas shall be directed to landscaped areas to allow infiltration into the ground.

7. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.

# **WATER SUPPLY**

- 1. The Developer is required at their sole expense to design and construct a looped 8-inch public water main. This 8-inch water main shall connect to the existing 12" water main at the intersection of Lehner Avenue and proposed Street A and extend from this intersection down Street A, through lots 11 and into Stanley Avenue. The 8-inch water main shall be designed and constructed in accordance with the current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.
- 2. The existing 6-inch water main in Stanley Avenue shall be replaced with an 8-inch PVC water main from the intersection of Stanley Avenue and Ash Street approximately 185 feet in a westerly direction within Stanley Avenue to the connection point with the 8 inch water main extended from the proposed subdivision. The 8-inch water main shall be designed and constructed in accordance with the current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.
- 3. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshall. Fire hydrants shall connect to a minimum 8-inch water main.
- 4. The final locations and sizing of all required water mains, water services, fire hydrants, detector check assemblies, and other water appurtenances shall be designed and installed to the satisfaction of the Director of Utilities and the Utilities Engineer.
- 5. All on-site water lines and backflow prevention devices beyond the City water meter or DCA shall be considered a private water system. The Home Owners Association shall be responsible for all maintenance of these water lines and appurtenances.
- 6. A 1-inch minimum water service, 1-inch water meter, and backflow prevention device shall be required for domestic water supply per City of Escondido Design Standards and Standard Drawings. Water meters and backflow prevention devices shall not be installed within a driveway apron or on private drive areas.
- 7. No trees or deep-rooted bushes shall be planted within 10-feet of any water mains.
- 8. There shall be no permanent structures located within the City's Public utility Easements.
- 9. Improvement plans for all proposed water mains shall be prepared by a Civil Engineer and submitted to the City of Escondido for review and approval.
- 10. All public water mains shall be located under asphalt or concrete pavement and not under curbs, gutters, medians or sidewalks.

- 11. Backflow prevention assemblies are private and should be located on private property. Backflows shall be located directly behind the public meter.
- 12. Any water services to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the public water meter to the satisfaction of the Utilities Engineer and Water Distribution Department.
- 13. Any fire hydrants to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the fire hydrant per the satisfaction of the Utilities Engineer and Water Distribution.
- 14. The Developer shall disconnect at the public main, all water services and fire hydrants laterals to be abandoned, to the satisfaction of the Utilities Engineer and Water Distribution Department.

#### **SEWER**

- The Developer is required at their sole expense to design and construct an 8-inch sewer main. This 8-inch sewer main shall begin at the intersection of Lehner Avenue and the Southwest corner of the proposed subdivision. The sewer main shall follow along the Westerly and Northerly portions of open space lot A, to the center of Street A and end in the cul-de-sac of Street A.
- 2. The developer is required at their sole expense to design and construct the removal and replacement of a portion of the existing 10-inch sewer main in Lehner Avenue. This replacement shall be from the existing manhole at the intersection of Lehner Avenue and Saddle Place approximately 160 feet Easterly within Lehner Avenue to the intersection of Lehner Avenue and the Southwest corner of the proposed subdivision. The new 8-inch sewer main shall connect to this replaced 10-inch sewer main.
- 3. A private 4-inch minimum PVC sewer lateral with a standard clean-out within 18-inches of the Public Utility Easement or ROW shall be constructed for each lot and shown on the Improvement and Grading plans. Sewer laterals less than 8-inches in diameter shall connect to the sewer main with a wye or Inserta-Tee.
- 4. All sewer laterals shall be constructed per current City of Escondido Design Standards and Standard Drawings and per the current Uniform Plumbing Code.
- No trees or deep-rooted bushes shall be planted within 15-feet of any sewer main or within 10-feet of any sewer lateral. Sewer laterals shall be 5-feet horizontally clear from other utilities.
- 6. All sewer laterals shall be considered a private sewer system. The Home Owners Association or homeowners shall be responsible for all maintenance of sewer laterals to the public sewer main.

- 7. Any sewer mains, laterals, and appurtenances shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings, and to the satisfaction of the Utilities Engineer.
- 8. The project design shall be such that all existing or new sewer manholes are accessible at all times by City Vactor trucks for maintenance.
- 9. The Developer shall cap and plug at the public sewer main all sewer lines and laterals to be abandoned, to the satisfaction of the Utilities Engineer and the City Inspector.
- 10. The location of all sewer laterals shall be shown on the grading and improvement plans.

#### **LANDSCAPE**

- 1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the second submittal of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees in effect at the time of the submittal.
- 2. Permanent landscaping shall be installed along the project frontage and all areas disturbed by the project (including offsite areas). The landscaping, including storm water treatment BMPs, shall be maintained by Home Owners Association. Provisions stating this shall be included in the CC&Rs.

#### FINAL MAP - EASEMENTS AND DEDICATIONS

The developer shall make all necessary dedications (or, if appropriate, offer of dedications)
for public rights-of-way on the following streets contiguous to the project to bring the
roadways to the indicated classification.

STREET	CLASSIFICATION
North Ash Street	Local Collector (66/42)
Stanley Avenue	Local Collector (66/42)
Lehner Avenue	Residential Street (56/36)

- 2. All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map.
- 3. Necessary public utility easements for sewer, water, storm drain, etc. shall be granted to the City on the Final Map. The minimum easement width is 20 feet. Easements with additional utilities shall be increased accordingly.
- 4. Vehicular access rights to all lots fronting on Major roads and Prime Arterials shall be relinquished and waived to the City of Escondido.

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5. The developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the Final Map. All street vacations shall be accomplished by means of a separate public hearing. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map. Building permits will not be issued for lots in which construction will conflict with existing easements, nor will any securities be released until the existing easements are quitclaimed. The initial submittal of the plat and legal shall include the required Street Vacation fee in effect at the time of the submittal.

#### **REPAYMENTS AND FEES**

- 1. This parcel is subject to a contribution for its fair share amount for the North Broadway deficiency area and shall pay its fair share contribution of \$12,500.00 per lot prior to Final Map recordation.
- 2. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the City Engineer.
- 3. This subdivision is contiguous to the facilities of another public agency. This agency may be required to review and/or sign the improvement plans. It will be the responsibility of the developer to establish an account with this agency to pay for all fees for plan checking and permit approval.
- 4. The developer shall be required to pay all development fees of the City in effect at the time, and in such amounts as may prevail when building permits are issued.

#### CC&R's

- 1. Copies of the CC&R's shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
- 2. The developer shall make provisions in the CC&R's for maintenance by the homeowners' association of the parking areas, drainage swales, private street lighting, storm drains and any common open spaces. These provisions must be approved by the Engineering Department prior to approval of the Final Map.

Item9.

- 3. The developer shall make provisions in the CC&R's for maintenance, repair and access to all brow ditches which pass from one lot through an adjacent lot. Copies of an approved wording and format for this section of the CC&R's may be obtained from the Engineering Department.
- 4. The CC&R's must state that the property owners' association assumes liability for damage and repair to City utilities in the event that damage is caused by the property owners' association when repair or replacement of private utilities is done.
- The CC&Rs shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved Storm Water Quality Management Plan (SWQMP) for the project.

#### **UTILITY CONSTRUCTION**

1. The developer shall sign a written agreement stating that he/she has made all such arrangements as may be necessary to coordinate and provide utility construction. All new utilities shall be constructed underground.



## **STAFF REPORT**

June 14, 2023 File Number 0430-80

#### **SUBJECT**

#### AMERICAN RESCUE PLAN ACT (ARPA) STATUS UPDATE

#### **DEPARTMENT**

**Finance** 

#### **RECOMMENDATION**

Request the City Council receive an update on the American Rescue Plan Act funds and Approve the Budget Adjustment Request.

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

Presenter: Christina Holmes, Director of Finance

#### **FISCAL ANALYSIS**

The American Rescue Plan Act will provide the City of Escondido ("City") one-time funding of \$38,808,509 to cover expenses in response to the COVID-19 pandemic, make up for lost revenue, and ease the overall economic impact from the pandemic. Funds may only be used for project costs initiated on or after March 3, 2021, and must qualify within one of the eligible expenditure categories detailed below. All funds must be encumbered by December 31, 2024 and fully spent by December 31, 2026.

#### **PREVIOUS ACTION**

On April 7, 2021, the City Council received an update on the American Rescue Plan Act and provided preliminary policy comments on the allocation of funds. On September 29, 2021, the City Council adopted Resolution No. 2021-146 and approved a budget adjustment allocating \$22,808,509 based on the initial guidelines established by the Treasury Department.

April 20, 2022, staff provided an update on the ARPA funded projects and requested City Council feedback for allocating the remaining funds. Based on the direction received on April 20, on December 7, City Council approved a budget adjustment allocating additional funds to park projects.

#### **BACKGROUND**

On March 11, 2021, the American Rescue Plan Act of 2021 ("ARPA") was signed into law, which contains \$1.9 trillion in overall national spending to support COVID relief and economic recovery efforts. ARPA provides a \$350 billion allocation of Coronavirus State & Local Fiscal Recovery Funds ("CSLFRF") to state,



## CITY of ESCONDIDO

#### STAFF REPORT

local, territorial, and tribal governments. Within the guidelines of ARPA, the City of Escondido was categorized as a Metropolitan City and was allocated \$38,808,509. Funds may only be used for project costs initiated on or after March 3, 2021, and must qualify within one of five eligible expenditure categories. All funds must be encumbered by December 31, 2024 and fully spent by December 31, 2026.

The Treasury identified the following five eligible categories of expenditures:

- Support public health expenditures;
- Address negative economic impacts caused by the public health emergency;
- Replace lost public sector revenue;
- Provide premium pay for essential workers;
- Invest in water, sewer, and broadband infrastructure.

Based on the initial guidelines, in September 2021 City Council approved a list of projects totaling \$22,808,509. On April 20, 2022, staff provided an update on the ARPA funded projects and requested City Council feedback for allocating the remaining funds. Based on the direction received on April 20, on December 7, 2022, City Council approved a budget adjustment allocating additional funds to projects. Also, in December, funds budgeted for Technology projects were removed from ARPA funding and reallocated to the General Fund, Water Fund, and Wastewater Fund. Below is a summary of the total amount allocated, committed, and remaining.

Total ARPA Funding	\$38,808,509
Total Allocated to Projects September 2021	(22,808,509)
Additional Funds Allocated December 2022	(2,410,000)
Funds Reallocated to the ARPA Available Balance	3,214,814
Lost Revenue Allocation	(10,000,000)
Funds Available for Allocation	\$6,804,814

A detailed update on each one of these projects is provided in **Attachment 1**.

#### STAFF RECOMMENDATION

The Budget Adjustment Request included as Attachment 2 reflects the following staff recommendations totaling \$781,957:

- Close the CPTED Business Improvement grant program due to low response rate and reallocate unused funding to the available balance;
- Return unused funds from the Technology Upgrades project;
- Move the remaining balance of the Economic Revitalization Project into a new project number dedicated to the Website Development Project for easier tracking and grant compliance.



# CITY of ESCONDIDO

#### STAFF REPORT

#### **ATTACHMENTS**

- a. Attachment 1 American Rescue Plan Act Project Update
- b. Attachment 2 Budget Adjustment Requests

On March 11, 2021, the American Rescue Plan Act of 2021 ("ARPA") was signed into law, which contains \$1.9 trillion in overall national spending to support COVID relief and economic recovery efforts. ARPA provides a \$350 billion allocation of Coronavirus State & Local Fiscal Recovery Funds ("CSLFRF") to state, local, territorial, and tribal governments. Within the guidelines of ARPA, the City of Escondido was categorized as a Metropolitan City and was allocated \$38,808,509. Funds may only be used for project costs initiated on or after March 3, 2021, and must qualify within one of the eligible expenditure categories detailed below. All funds must be encumbered by December 31, 2024 and fully spent by December 31, 2026.

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Funds Available for Allocation	\$6,804,814

The following is a summary and status update for each ARPA project:

# Ambulance Gurneys Total Project Expenditures \$228,914

Project funds were used to replace the City's current inventory of 15 gurneys. The gurneys were reaching the end of their useful life and the manufacturer will be discontinuing those models. Ambulance gurneys are essential for the care, comfort and transportation of patients, including those experiencing flu-like symptoms and COVID-19. Replacing the current inventory with new models will provide technological updates and safety features that will benefit patients and the ambulance crew. A remaining balance of \$1,086 was returned to the ARPA fund balance for future reallocation to another project.

Attachment "1" Item10.

#### **Community Non-Profit Grant Program**



#### Total Project Expenditures \$1,500,000

The Community Non-Profit Grant Program provided grants to enable non-profit organizations to adopt safer operating procedures, sustain operations during periods of closure, and mitigate financial hardship resulting from the COVID-19 public health emergency. The program was administered by the Escondido Community Foundation (ECF). The grant application period opened on May 12 and closed on August 11, 2022. Technical application assistance was provided by the Small Business Development Center (SBDC) in partnership with the ECF. Initial eligibility review was completed followed by grant determinations. Intent to Award letters were issued to 117 organizations on September 29, 2022. The total awards offered were \$1.5 million.

On January 11, 2023 the Escondido Community Foundation provided a full update on the success of the program to the City Council.

#### **ADA Vehicle**



# Total Project Expenditures \$61,271.80

Funds were allocated to purchase an ADA vehicle for transporting mobility-limited seniors to the nutrition program. The vehicle, equipped with chair lift, was put into service in April 2023. Since then, staff have been able to provide transportation services to five seniors that were previously on the waitlist, due to the current transportation provider not having accessible vehicles that can accommodate wheelchairs. In addition to these seniors, staff are also providing transportation to several seniors who live in surrounding apartment complexes. This has reduced expenses, as the current contractor charges \$18 per trip regardless of the distance and has provided safe transportation for those who cross the busy intersection of Park Avenue and Broadway.

Remaining funds of \$13,728.20 were returned to the ARPA fund balance for future reallocation to another project.

Economic Development & Tourism Programs	Total Budget	\$100,000
Complete	Project Expenditures & Obligations	\$100,000
Complete	Project Balance	\$0

Assistance will be provided to recover from pandemic-related losses and support businesses that have been impacted by the pandemic with future program activities to support marketing, event generation, and promotions.

Funds were utilized to restart Visit Escondido, the City's tourism program. A social media management company has been engaged through October 2023 to increase the visibility of Escondido as a tourist destination through influencer campaigns, the relaunching of the Visit Escondido social media channels, and a revamp of the Visit Escondido website. The Program roadmap includes strategies for reengaging the community to highlight Escondido points of interest and drive tourism to the region. Key highlights include: brand update, website updates, new social media strategy, CSUSM capstone survey, downtown art walk map, regional print and digital advertising, Downtown Escondido digital gift card program, Small Business Saturday event support, and downtown holiday lights.

2

Economic Revitalization	Total Budget	\$400,000
	Project Expenditures & Obligations	(128,163)
Complete	Reallocate to New Project Number	(271,837)
	Project Balance	\$0

Funding was used to expedite and accelerate the City's and business community's economic recovery by supporting economic development activities and consultant expenses needed for various redevelopment efforts throughout the City. Funds have been utilized to support business industry growth. Key projects include evaluation of Westfield Costco tenant economic opportunity, economic development branding, and event presence to increase City brand recognition to target business audiences reaching over 1,000 event attendees (Five.Ten.Thirty CONNECT event at Petco Park, Naturally San Diego, SD Farm Bureau, San Diego North County Business Expo, San Diego Food Systems Alliance, Startup San Diego Startup Week). This effort resulted in a 20% increase in new Economic Development email newsletter subscribers (344), attendance of 200 at the agtech startup hackathon event (exceeding target goal of 100 attendees by 100%), and the creation of industry data tools for ongoing monitoring of the local economy and key industries which are now utilized in conversations with existing and potential businesses by City staff and other community organizations.

The City engaged with the Chamber of Commerce to create a Greater Escondido Business Directory. The website for the directory is live and the Business Directory Mobile application is schedule to launch prior to June 30, 2023. The Chamber of Commerce will be providing an update on the results of this project to the City Council in July 2023.

Status: The remaining project funds will be reallocated to a new project number for tracking purposes. These funds will be used to improve the City's website and marketing efforts to provide a state-of-the-art web experience designed to grow regional visitation to Escondido and to attract businesses to the City. Staff released a Request for Proposal in December 2022 and the request for contract approval will be presented to City Council on June 14. It is anticipated that the new website will launch approximately 8 months after the final vendor selection has been approved by the City Council. An updated website will enhance the user experience, simplify content management, and provide improved citizen-centric information and customer service to the community while meeting high standards for design quality and visual appeal.

CPTED & Business Improvements (\$500,000) Business Façade Improvements (\$153,509)	Total Budget	\$653,509
	Project Expenditures & Obligations	(91,552)
Complete	Return to ARPA Fund Balance for Reallocation	(531,957)
	Project Balance (remaining obligations)	\$30,000

Funding has been used to assist business owners with property improvements and/or changes to their property with the goal of managing the surrounding environment through the strategy of Crime Prevention Through Environmental Design (CPTED).

Status: The grant program launched in May 2022. The City received 15 applications for the program, of which 5 have been approved for Façade improvement grant funding for a total of \$75,052 committed. One project is fully complete and has received reimbursement. Grant funds will be distributed to the recipients after the improvements are complete. There are 3 CPTED projects that have been approved for a total of \$16,500 committed.

Attachment "1" | Item10.

Marketing efforts have been made throughout the grant program, including the City's social media channels, City newsletters, and announcements at community meetings. Other marketing efforts include creating lawn signs/window posters for grantees who receive funding to prominently display at their storefronts.

The staff recommendation is to close applications for the CPTED grant programs and reallocate unused funding to other projects.

Dispatch Center Upgrades	Total Budget	\$600,000
<i>∴</i>	Project Expenditures & Obligations	(458,095)
In Progress	Project Balance	\$141,905

Of the 11 consoles in the dispatch center, four of them are not equipped with police and fire radio equipment. Operationally this limits our ability to provide adequate social distancing of on-duty dispatch personnel. Adding radio equipment to the four consoles will greatly improve the preparation necessary to manage the health of our dispatch workforce, maintain public safety services in response to COVID-19, and improve our readiness to manage large events and disasters in Escondido.

Status: On May 11, 2022, City Council approved the purchase of the consoles, finalizing the procurement process. As of March 31, 2023, \$458,095 of equipment has been received and installed. The remaining portion of this project will be completed by July 31, 2023.

Technology Upgrades	Total Budget	\$800,000
	Project Expenditures & Obligations	(286,010)
In Progress	Return to ARPA Fund Balance for Reallocation	(250,000)
	Project Balance	\$263,990

The COVID-19 pandemic highlighted the vital role that technology plays in our ability to communicate to the public, ensure critical public safety activities continue, and the necessity of providing online self-serve options to enable customers to access City services. Project funds are allocated to provide the necessary technology upgrades to enable the City to continue responding to the pandemic and provide long-term benefits to customers, business, citizens, and City staff.

Status: New hardware was purchased and installed to improve the City's cybersecurity defenses while providing the connectivity, security, and resiliency that the City needs to operate our municipal area network and effectively deliver digital municipal services to our community. The new hardware purchased and installed has worked as designed to improve the City's cybersecurity defenses.

In December 2022, City staff proposed utilizing General Fund operational sources of funds for Enterprise Resource Planning (ERP) software and approved reallocating \$3,000,000 to the ARPA available funds. An additional \$250,000 will be reallocated to available fund balance because the support of ProjectDox software will also be funded by the General Fund.

The remaining balance will be used to continue to support the implementation of the CityWorks software platform for Development Services.

Attachment "1" | Item10.

Broadband Infrastructure	Total Budget	\$150,000
<i>∴</i> .	Project Expenditures & Obligations	(96,900)
In Progress	Project Balance	\$53,100

Funds will be used to prepare a comprehensive study to identify areas that lack broadband and strategies to address those weaknesses and improve connectivity and digital equity in disadvantaged neighborhoods.

Status: After a successful proposal process, a consultant has been selected to prepare the study. Staff, with the assistance of the consultant, is in the data collection phase of the project including facilitating community input to identify areas that lack broadband, struggle with affordability, and report a lack of knowledge of digital resources. The next phase will be to outline strategies to address weaknesses and connect with community partners to improve connectivity and digital literacy in disadvantaged neighborhoods. This project is on track to be completed in September 2023.

Grand Avenue Streetscape Improvements	Total Budget	\$5,000,000
	Project Expenditures & Obligations	(376,808)
In Progress	Project Balance	\$4,623,192

This project is designed to help alleviate the economic hardships caused by the pandemic and speed the recovery of the particularly hard-hit hospitality sector through permanent expansion of outdoor dining areas into public spaces along Grand Avenue. The project builds upon the grant-funded phase I improvements by expanding sidewalks into street and parking areas on Grand Avenue between Maple and Juniper. To maximize area available for outdoor dining and enhance walkability, a roundabout at Broadway and Grand is proposed that will calm traffic and minimize potential conflicts between vehicles and pedestrians.

Status: Topographic survey and 30% plans have been completed. 60% complete plans are anticipated in June 2023. The scope of work includes widening of the sidewalk between Maple and Juniper and a traffic circle at Broadway. The scope was shared with the Downtown Business Association during their meeting on November 17, 2022. Recent construction cost escalations will result in the need for additional funding to complete the second phase and additional funding has been recommended in the CIP Budget.

Citywide Public Access	Total Budget	\$2,500,000
	Project Expenditures & Obligations	(895,202)
In Progress	Project Balance	\$1,604,798

This project will improve public access CityWide by performing sidewalk repairs focused around our parks, schools, and commercial corridors and connecting the Escondido Creek Trail to certain access points in the community.

The City Council awarded the Phase I Street Maintenance project on November 16, 2022. The annual project has been expanded to include an additional 0.5-miles of sidewalk repair in areas targeted for ARPA funding (\$580,000), including segments of Ash Street, Lincoln Avenue, Midway Drive, Mission Avenue, Rose Street, Citrus Avenue and East Valley Parkway.

Status: Construction is anticipated to be completed by August 2023. Design has commenced for improvements to East Valley Parkway between Midway and Rose Street to add concrete sidewalk and trees.

Grape Day Park	Total Budget	\$5,350,000
<i>∴</i> .	Project Expenditures & Obligations	(1,096,709)
In Progress	Project Balance	\$4,253,291

This project funds completion of the Grape Day Park Master Plan, a portion of the construction costs for a new Aquatics Center and enhancements promote healthier living environments, outdoor recreation, and socialization to mitigate the spread of COVID-19.

<u>Master Plan and Aquatics Center</u>: City Council approved the consulting services agreement with LPA Design Studios on August 24, 2022. The community engagement process included stakeholder interviews, focus groups, and community meetings.

Status: The Master Plan was approved by City Council on May 17, 2023. Staff are returning to City Council in September 2023 to review Aquatics Center conceptual designs. Feedback received from prospective consultants during the proposal phase is that the budget for the project may be insufficient to build the desired Aquatics Center. As design progresses, more information will be provided to the City Council on the anticipated costs and funding/phasing options.

<u>Event Space Additions</u>: To better accommodate events, ARPA funding has been designated to build concrete pads and electrical outlets to accommodate temporary stages along the lyric court and in front of the train depot. The meandering sidewalk through Grape Day Park will include concrete pads for food trucks.

Status: Design for the restroom project is 90% complete with bidding anticipated during November 2023 through January 2024 and construction from mid-2024 through the end 2025.

Kit Carson Amphitheater	Total Budget	\$1,000,000
	Project Expenditures & Obligations	(187,271)
In Progress	Project Balance	\$812,729

The amphitheater located within Kit Carson Park is a full-service performance venue with outdoor setting that serves as an ideal location for a variety of outdoor performances and unique special events. Accessible public event space has been an essential component of responding to the pandemic. Funds will be used to make improvements to the amphitheater including the dressing rooms, actor restrooms, and stage, which will expand the current use of the facility in order to promote outdoor recreation and socialization activities to mitigate the spread of COVID-19.

Status: The following improvements have been completed: replacement of the amphitheater roof and rain gutters; exterior paint and replacement of the wood fascia; new paint, carpet, ADA-height countertops, and plumbing in both dressing rooms; new ceiling light fixtures and mirrors; new ac/heat pumps; new water heater; replaced one refrigerator and 4 tables.

Patio Playhouse occupies the facility for their 2023 summer season from May 1 – October 31, 2023, so work will take a hiatus until after their season is complete. Work will then resume to install new blinds in the dressing rooms and replace the entrance gates by the ticket booth. Additionally, over the next several months, staff will evaluate and determine how the remaining funds will be spent. Potential projects include an expanded stage, an expanded roof, a new lighting and/or sound system, and improvements to concession buildings.

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Queen Califia Event Space	Total Budget	\$835,000
(:)	Project Expenditures & Obligations	(-)
In Progress	Project Balance	\$835,000

This project will provide funding to construct a new rentable event space adjacent to the Queen Califia Magical Sculpture Garden.

On June 30, 2022, the City issued an RFP for the design of the event space and no responses were received. Staff believe this is due to the small-scale scope and budget of the project. With the escalation of infrastructure projects throughout the state, smaller projects such as this are at a disadvantage. Design firms have an extensive list of projects available to them and therefore have the ability to select larger, more lucrative projects.

Status: This project has been delayed due to limited Project Management and Staff resources.

Westside Park Skate Spot	Total Budget	\$500,000
In Progress	Project Expenditures & Obligations	(1,634)
In Progress	Project Balance	\$498,366

Safe and accessible parks have been a critical component of the City's response to the pandemic because they offer residents a public space where they can safely go to maintain their physical and mental well-being. Funds will be used to improve the quality of City parks, specifically by funding a Skate Spot at Westside Park.

Status: This project has been delayed due to limited Project Management and Staff resources. The RFP for design is completed. It is anticipated completion of the skate spot will take 18 months.

In Progress	Project Balance	\$400,000
	Project Expenditures & Obligations	(-)
Pickleball	Total Budget	\$400,000

Accelerated by COVID, both tennis and pickleball have experienced dramatic growth over the past few years. In an attempt to accommodate this growing sport, the City has painted pickleball lines on nine of its 17 tennis courts, resulting in 20 dual-lined pickleball courts. Unfortunately, this model has led to tension between pickleball and tennis players.

With a goal of better serving more users and diversifying the recreation offerings at City parks, staff have done extensive outreach around this topic.

- Two community meetings were held to gather feedback from the Pickleball and Tennis communities, one at Mountain View Park and the other at Washington Park. Both events were very well attended with approximately 130 people in attendance at Mountain View Park and 30 in attendance at Washington Park.
- The City issued a survey regarding how courts are currently used and how court space should be allocated in the future. From that survey, 337 responses were received.
- An additional survey related to court rules was released November 23, 2022 December 15, 2022. The results were posted and made effective January 3, 2023.
- Staff received dozens of emails from the public expressing their desires and concerns as it relates to modifying existing courts verses installing new courts.

Attachment "1"

• Staff conducted a survey of local municipalities to determine types of courts available and best practices around rules and enforcement.

Throughout all of these efforts we saw strong advocacy for both sports and the need to balance the exploding popularity of pickleball without significantly impacting tennis. As a result, City staff are recommending both short term and long-term solutions.

<u>Short term solution</u>: The City will be replacing the metal nets at Washington Park to make the courts more playable for both pickleball and tennis players and institute a pilot program of rules for sharing court space until dedicated courts are built.

Status: The mechanics inside of the tennis poles that hold the nets were damaged, have been removed, and need to be replaced. The two courts that will not be affected by the futsal court installation, will receive replacement poles and new fabric nets. Public Works craftsmen have assessed the poles and will order the necessary equipment. Barring any supply chain issues, completion is anticipated in the next three months. In January of 2023, new rules were implemented at Mountain View Park in order to manage the pickle ball and tennis scheduling conflict. This was a pilot program that would be reevaluated in six months (June 2023). The rules have been very effective, and staff have received no negative comments from either group. The rules will remain in effect and will again be reevaluated upon completion of the installation of new pickle ball courts in Mountain View Park. At that time, staff will determine if the rules are still necessary; we expect they will be.

<u>Long term solution</u>: Installation of eight new dedicated pickleball courts in Escondido in Mountain View Park. This park was selected because the park master plan already calls for a sports court in this location adjacent to the existing tennis/pickleball courts, so no new environmental work would have to be done and there is already a thriving racket community utilizing this park. The impacts would be negligible and would therefore not result in a Master Plan amendment. However, the location cited in the master plan is in the existing historic Elmer Field property. Therefore, this would require realigning the existing fence to accommodate the new pickleball courts.

Status: Based on the Capital Projects Advisory Team prioritization, the pickle ball courts are a phase two project. We anticipate putting the project design out for bid in September 2023. Design and environmental work will start in early 2024 and take approximately 8-12 months to complete. From there, construction will begin and take 6-12 months. Completion of the project is anticipated mid to end of 2025.

John Masson Bike Park at Jesmond Dene Park	Total Budget	\$300,000
$\therefore$	Project Expenditures & Obligations	(233)
In Progress	Project Balance	\$299,767

This project will construct a one-acre bike park in Jesmond Dene Park. On November 18, 2020 the City Council approved the Prop 68 Per Capita grant allocation of \$271,303 for this project. Because the community surrounding the park does not qualify as a severely disadvantaged community, a match in the amount of \$70,000 is required. Additional funds are being requested for a matching requirement of the grant and inflationary cost increases in materials. The City is currently working with Kimley-Horn to design the park.

Status: The estimated timeline for completion of this project is 12-18 months. The public engagement piece of this project started in April 2023, where the public weighed in on the design. Community outreach efforts will continue in July when the consultant and staff are available.

Archery Range	Total Budget	\$35,000
	Project Expenditures & Obligations	(-)
In Progress	Project Balance	\$35,000

Archery ranges are relatively low cost and bring another outdoor recreational amenity to the City. Archery is a sport for everyone, regardless of age, fitness level, or physical capabilities. In addition, archery ranges can provide recreational and educational programming for youth summer camps, after school programs, Junior Olympic Development classes, and club sports. Archery is an Olympic sport and many Olympic athletes get introduced to the sport through a local municipal archery range.

The City of Poway operates an archery range at Lake Poway, <a href="https://ca-poway.civicplus.com/403/Archery-Range">https://ca-poway.civicplus.com/403/Archery-Range</a>. City staff would model an archery range similar to the Lake Poway Archery Range in accordance with City Attorney recommendations. Staff would require participants to sign a waiver, check in with a Ranger prior to using the facility, and pay a nominal use fee (Poway - \$16/Year). Recreation staff would create a reservation system (facility calendar) for facility rentals i.e. birthday parties, tournaments, archery classes, summer camps, and other programming opportunities. During scheduled events, the archery range would be closed to the general public. Otherwise, the archery range would be open to the public, coinciding with park hours, on a first come, first served basis.

Status: Staff determined that the best location for the archery range is at Dixon Lake. Work has begun to clear the ground and it is anticipated that the project will be completed by June 2024.

Futsal at Washington Park	Total Budget	\$215,000
(3)	Project Expenditures & Obligations	(-)
In Progress	Project Balance	\$215,000

This project will convert two tennis courts at Washington Park to two Futsal Courts. This includes materials, installation, project management, and contingencies.

On April 7, 2021, the City Council approved an MOU with The US Soccer Foundation to provide potential funding for two futsal courts in Washington Park. Unfortunately, the US Soccer Foundation has yet to identify a fiscal sponsor for the courts, so the City has since explored other options for partnerships. In early 2022, Street Soccer USA (SSUSA) and the San Diego Loyal, a San Diego based professional soccer team, reached out to City staff regarding such a partnership. The SSUSA is committed to long term programming at Washington Park in the form of providing trained, paid coaches, oversight, management, scheduling of programming, and ongoing general upkeep of the site.

Funding for these services has been committed by the San Diego Loyal. Committed funds would cover the following weekly programming, for a 12-month period (approximately an \$80,000 value).

- Provide free soccer programming 2 times per week 40 weeks per year according to an agreed upon schedule with the City of Escondido and other community stakeholders.
- Place trained staff/coaches/volunteers to deliver the SSUSA Skills-Based Curriculum to a wide variety of clients both youth and adults.
- Work cooperatively with the City to resolve any questions or concerns about programing objectives or outcomes.

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- Provide ongoing communication regarding program operations, activities and opportunities to expand/enhance services including additional practices, games and tournaments.
- With appropriate approvals, recognize a partnership with City in SSUSA written, electronic and promotional materials, including web-site material, as it concerns a shared mission and joint efforts to increase the number of citizens who participate in structured programming as well as open play.
- Reinforce the policies and procedures of the City.
- Provide basic equipment necessary for soccer programming.

In addition to programmed time, the futsal courts will be open to general community use for pick-up soccer play on a first come, first served basis. If demand is significant, staff will evaluate a free reservation system.

A survey was conducted in January 2021 to determine how and what amenities people use at Washington Park, as well as to gauge the level of support for converting two tennis courts to Futsal courts. There was an overwhelmingly positive response for the installation of futsal courts. Of the 412 responses, 391 were in support of converting the courts.

Additionally, two public outreach meetings were held in June 2022 to gather input on potential court conversions primarily related to pickleball and tennis. These meetings were also used as an opportunity to remind the public of the previously approved mini-pitch systems that would be coming to Washington Park.

Status: The project is currently under design. Completion of design is expected this summer after which bidding and contract award will be completed during Fall 2023. The equipment is estimated to require 3-months to fabricate. Construction is anticipated to be completed in early 2024.

Ryan Park LED Lighting Retrofit	Total Budget	\$675,000
	Project Expenditures & Obligations	(440,482)
In Progress	Project Balance	\$234,518

There are currently eight fields at Ryan Park, five of which are lit. In 2021, funding for Ryan Park Field Expansion and Lighting Project was approved using Park Development Fees through the Capital Improvement Program budget. To supplement the previously approved Capital project at Ryan Park, this ARPA project will be used to retrofit the existing inefficient, expensive halide lights on the remaining fields to LED, so that they are consistent with the new lights being installed. The outcome of these collective projects is that Ryan Park will have eight total fields – seven of them will be lit with energy efficient, cost effective LEDs. One of those lit fields will be designated for public use only. One field will remain unlit.

Status: A request for consultant design was published on April 27, 2023. Consultant selection and execution of a contract is anticipated by August 2023. Considering lead time on equipment, installation is expected in Fall 2024.

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El Caballo Park Master Plan	Total Budget	\$200,000
(i)	Project Expenditures & Obligations	(-)
In Progress	Project Balance	\$200,000

Per City Council direction in April 2022, funds will be used to engage with a consultant to complete the environmental document based on the existing draft park master plan. Once completed, the El Caballo Park master plan will be brought forward to City Council for adoption concurrent with the environmental document.

Status: This project has been delayed due to limited Project Management and Staff resources.

In Progress	Project Balance	\$465,627
	Project Expenditures & Obligations	21,627
COVID-19 City Expenses (\$500,000)	Total Budget	\$500,000

Funds will be used for the following:

- On-going personal protective equipment (PPE) needs
- Enforcement of public health efforts
- Development of COVID testing and/or vaccination program
- Public communication efforts
- Investments in public facilities to meet pandemic operational needs
- Payroll costs for employees primarily dedicated to the COVID-19 response

Attachment "2"





# BUDGET ADJUSTMENT REQUEST

Department:	Finance	For Finance Use Only
Department Contact:	Christina Holmes	BA#
City Council Meeting Date: (attach staff report)	June 14, 2023	Fiscal Year

#### **EXPLANATION OF REQUEST**

Close American Rescue Plan Act projects that have ended and relocate current funds to new project numbers.

#### **BUDGET ADJUSTMENT INFORMATION**

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Homelessness & Business Imps	ARP006-470		483,500.00
Homelessiless & Busiliess Imps	AKP000-470		463,300.00
Biz Façade Imps Grant Prog	ARP007-470		48,457.00
Economic Revitalization	ARP010-470		271,837.08
Website Development Project	NEW-470	271,837.08	
Technology Upgrades	ARP004-470		250,000
ARPA Fund Balance		781,957	

#### **APPROVALS**

Christina Holmes	6/7/2023	Christina Holmes	6/7/2023	
DEPARTMENT HEAD	DATE	COC8E98A934247C FINANCE	DATE	



## **STAFF REPORT**

June 14, 2023 File Number 0220-30

#### **SUBJECT**

#### COUNCIL ADOPTION OF THE ESCONDIDO ANNEX TO THE 2023 SAN DIEGO COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

#### **DEPARTMENT**

Fire / Emergency Management

#### RECOMMENDATION

It is requested that the City Council adopt Resolution No. 2023-64, adopting the revised Escondido Annex to the Multi-Jurisdictional Hazard Mitigation Plan.

Staff Recommendation: Approval (Fire Department: Rick Vogt, Fire Chief)

Presenter: Jeff Murdock, Emergency Disaster Preparedness Manager

#### **FISCAL ANALYSIS**

The revised Escondido Annex to the San Diego County Multi-Jurisdictional Hazard Mitigation Plan (County Base Plan) identifies the top five hazards for the City of Escondido and actions to help mitigate damage from future disasters. Funding for these hazard mitigation actions will come from State and Federal grants available and the City's general fund. A Hazard Mitigation Plan is required to be eligible to receive Hazard Mitigation Grants from the State and the Federal Emergency Management Agency (FEMA). While the City could ultimately bear the full or partial responsibility for some future costs associated with some mitigation actions, those decisions would be made with a fiscal and cost benefit analysis. Approval of the revised Annex does not obligate the City to any particular funding commitment at this time.

#### **PREVIOUS ACTION**

On April 21, 2004, the City Council approved the original Multi-Jurisdictional Hazard Mitigation Plan. FEMA requires the Escondido Annex and the County Base Plan to be updated every five years to be eligible to receive hazard mitigation grants and disaster relief funds. The County and the City of Escondido have been reviewing and updating the San Diego County Multi-Jurisdictional Hazard Mitigation Plan every five years since 2004.



# CITY of ESCONDIDO

#### STAFF REPORT

#### **BACKGROUND**

The Federal Disaster Mitigation Act (DMA) became law in 2000. Among other things, this law requires that state and local jurisdictions develop and maintain plans to reduce hazards and protect communities from the effects of disasters. The law establishes a balance between mitigation efforts before a disaster and response and recovery efforts after a disaster. The law encourages the investment of time, effort, and funds to identify and perform measures which will limit the negative effects of disasters on communities.

The San Diego County Multi-Jurisdictional Hazard Mitigation Plan includes annexes to the County Base Plan for each jurisdiction and many special districts in San Diego County. The City of Escondido's Annex to the 2023 San Diego County Multi-Jurisdictional Hazard Mitigation Plan has been reviewed and updated incorporating new census data and hazards that threaten the City of Escondido. As part of the revision man-made hazard, specifically Terrorism and Hazardous Materials have been removed from the annex. Two new climate related hazards have been added to the Escondido Annex which include Extreme Heat and Drought.

Escondido annex modifications have been reviewed and accepted by the State of California Office of Emergency Services (Cal OES) and by the Federal Emergency Management Agency (FEMA). FEMA's final approval is pending Council adoption of the 2023 Escondido Annex.

#### **RESOLUTIONS**

- a. Resolution No. 2023-64
- b. Resolution No. 2023-64 Exhibit "A"

#### **RESOLUTION NO. 2023-64**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING THE REVISED ESCONDIDO ANNEX TO THE MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the City of Escondido ("City") has experienced natural and manmade disasters, resulting in loss of life, personal injury, property damage, and interruption of business and government services; and

WHEREAS, the majority of San Diego County's residents live in areas subject to these disasters; and

WHEREAS, mitigation measures have been shown to be effective in saving lives and reducing property damage caused by disasters; and

WHEREAS, the City has prepared a jurisdiction-specific hazard mitigation annex to the 2023 San Diego Multi-Jurisdictional Hazard Mitigation Plan (also referred to as the County Base Plan) in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the City of Escondido Annex to the Multi-Jurisdictional Hazard Mitigation Plan identifies mitigation goals and actions to reduce and/or eliminate long-term risk to people and property in the City of Escondido from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City of Escondido Annex and required state and federal updates demonstrate its commitment to hazard mitigation and achieving the goals outlined in the City of Escondido Annex to the 2023 Multi-Jurisdictional Hazard Mitigation Plan.

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 adopts the revised 2023 City of Escondido Annex to the 2023 San Diego County Multi-Jurisdictional Multi-Hazard Mitigation Plan, which is attached to this Resolution as Exhibit "A" and incorporated by this reference.

# Multi-Jurisdictional Hazard Mitigation Plan: City of Escondido Annex

San Diego County, California
February 2023



Resolution No. 2023-64

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Item11.

# 1. SECTION ONE: Determine the Planning Area and Resources

#### 1.1. Planning Area: City of Escondido

The City of Escondido lies approximately 30 miles north of San Diego, California and is approximately 18 miles inland from the coast. Escondido is a densely populated urban area covering 62 square miles and serving over 151,000 city inhabitants that include large senior and non-English-speaking communities.

The coverage area includes 24 elementary schools; seven high schools; five middle schools; a regional trauma center, a regional hospital, a water filtration and purification plant; three electrical co-generation plants; a sewage treatment plant; a large industrial area; a mall; an auto park; and several large, multi-story retirement complexes. Moreover, there are current plans for the construction of several multi-story residential and commercial buildings as well as various master planned communities. Escondido also has to two major freeway systems, which bisect our city and a major transit center that includes both commuter trains and bus service.

The City also maintains its own water and wastewater utilities, Public Works, Police Department, and Fire Department. The Fire Department provides fire, rescue, paramedic level emergency medical services and ambulance transportation. The Fire Department is currently comprised of seven fire stations staffed by 36 field personnel each day. The Escondido Fire Department also provides all-risk service to over 25,600 additional residents of the Rincon Del Diablo Fire Protection District.

#### **1.2.** Community Rating System Requirements

The Community Rating System (CRS) is a FEMA program and rewards communities that go beyond the minimum standards for floodplain management under the National Flood Insurance Program (NFIP). Communities can potentially improve their Community Rating System and lower NFIP premiums by developing a CRS Plan. **The City of Escondido participates in NFIP.** 

For more information on the National Flood Insurance Program, see http://www.fema.gov/national-flood-insurance-program.

#### **SECTION ONE** | Determine the Planning Area and Resources

Community Rating System (CRS) Planning Steps	Local Mitigation Planning Handbook Tasks	
	(44 CFR Part 201)	
Step 1. Organize	Task 1: Determine the Planning Area and Resources Task 2: Build the Planning Team 44 CFR 201.6(c)(1)	
Step 2. Involve the public	Task 3: Create an Outreach Strategy 44 CFR 201.6(b)(1)	
Step 3. Coordinate	Task 4: Review Community Capabilities 44 CFR 201.6(b)(2) & (3)	
Step 4. Assess the hazard	Task 5: Conduct a Risk	
Step 5. Assess the problem	Assessment 44 CFR 201.6(c)(2)(i) 44 CFR 201.6(c)(2)(ii) & (iii)	
Step 6. Set goals	Task 6: Develop a Mitigation	
Step 7. Review possible activities	Strategy 44 CFR 201.6(c)(3)(i)	
Step 8. Draft an action plan	44 CFR 201.6(c)(3)(ii) 44 CFR 201.6(c)(3)(iii)	
Step 9. Adopt the plan	Task 8: Review and Adopt the Plan 44 CFR 201.6(c)(5)	
Step 10. Implement, evaluate, revise	Task 7: Keep the Plan Current Task 9: Create a Safe and Resilient Community 44 CFR 201.6(c)(4)	

TABLE 1: FEMA LOCAL MITIGATION PLANNING HANDBOOK WORKSHEET 1.1 DESCRIBES THE CRS
REQUIREMENTS MET BY THE SAN DIEGO COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION
PLAN.

Any jurisdiction or special district may participate in the hazard mitigation planning process. However, to request FEMA approval, each of the local jurisdictions must meet all requirements of 44 CFR §201.6. In addition to the requirement for participation in the process, the Federal regulation specifies the following requirements for multi-jurisdictional plans:

- The risk assessment must assess each jurisdiction's risk where they may vary from the risks facing the entire planning area. (44 CFR §201.6(c)(2)(iii))
- There must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan. (44 CFR §201.6(c)(3)(iv))
- Each jurisdiction requesting approval of the plan must document that is has been formally adopted. (44 CFR §201.6(c)(5))

The hazard mitigation plan must clearly list the jurisdictions that participated in the plan and are seeking plan approval. The San Diego County Multi-Jurisdictional Hazard Mitigation Plan and annexes meet all requirements.

## 2. SECTION TWO: Build the Planning Team

#### 2.1. Planning Participants

The City of Escondido's Local Planning Group (LPG) consists of the following City staff:

Jeff Murdock
 Emergency Manager, Emergency Management Department

Adam Finestone City Planner, Development Services Department

Doug Moody Building Official, Building Department

• Angela Morrow Deputy Director of Utilities / Construction, Utilities Department

• Reed Harlan Deputy Director of Utilities/Water, Utilities Department

La Vona Koretke Deputy Fire Marshal, Fire Department

• Danielle Lopez Assistant Director, Community Services Department

Hector Favela Associate Engineer, Engineering Department

#### 2.2. Planning Process

The Planning process started in September, 2019 with a County Orientation Briefing. The City of Escondido identified key staff from every department to identify which hazards had the most significant impact on the city using FEMA Mitigation Planning Worksheet 5.1. Staff was invited to participate in a number of County OES webinars covering a number of potential hazards to the San Diego area. These hazard related webinars included:

- Dam Failure
- Pandemic Disease
- Terrorism & Cyber Threats
- Extreme Heat
- Wildfire
- Flood
- Rain-Induced Landslide
- Drought
- Coastal Storm/Sea Level Rise/Cliff Erosion/Tsunami
- Earthquake (two sessions)
- Climate Change (two sessions)

Worksheet 5.1 was completed in April, 2021 and the top five hazards were identified. The LPG then begin the develop of the Hazard Mitigation Goals and actions. The LPG also reviewed all prioritized Action Items and provide the actions progress or completion. New prioritized actions were also identified. The LPG also completed worksheets in Section 4, working with other city staff and subject matter experts as need.

#### **SECTION TWO** | Determine the Planning Area and Resources

The Emergency Preparedness Manager was responsible for collecting the worksheets, attending the Hazard Mitigation Working Group and posting all documents to the County's SharePoint site in June, 2022.

#### 2.3. Incorporation into Existing Plans

Another important implementation mechanism that is highly effective and low-cost is the incorporation of the hazard mitigation plan recommendations and their underlying principles into other jurisdictional plans and mechanisms. Mitigation is most successful when it is incorporated into the day-to-day functions and priorities of government and development. Properly implemented, the Hazard Mitigation Plan should serve as one of the foundational documents of the jurisdictions' emergency management programs, since everything emergency management does should relate back in one way or another to the hazards the jurisdiction faces.

LPG prior to and during the planning process reviewed several existing policies, plans, studies, guides, programs, and other resources. These items included FEMA documents, emergency services documents as well as local general plans, community plans, local codes and ordinances, and other similar documents. The documents included, but were not limited to:

- Escondido's General Plan: Safety Element, Land Use and Community Form, and Mobility and Infrastructure Element
  - Update of the Safety Element in 2022 required incorporation of element from the hazard mitigation plan. Direct reference to the hazard mitigation plan was also add to the Safety Element
  - Land Use and Community Form identifies future land use.
  - Mobility and Infrastructure Element identifies growth of transportation systems including roadways.
- Escondido's Climate Action Plan
  - Escondido's Climate Action Plan was adapted March 10, 2022
  - The Local Hazard Mitigation Plan has been updated to show two climate related hazards as priority hazards; Drought and Extreme Heat.
  - New plans and projects were added to address climate changes in this plan.
- Escondido's Building Codes
  - The building codes require for building in areas prone to flooding and fires meet specific specifications to mitigate damage from flooding and fires.
- Escondido's Fire Codes

#### Item11.

#### **SECTION TWO** | Determine the Planning Area and Resources

- Fire codes outline fire mitigation requirements when building near wilderness areas. These plans also include requirements for weed abatement and alternate evacuation routes.
- Community Wildfire Protection Plan
  - This document provides a comprehensive, scientifically-based analysis of wildfirerelated hazards and risks in the Wildland-Urban Interface areas of Escondido.
- Continuity of Operation Plan (COOP)
  - Continuity of Operations Plan (COOP) details the City's critical functions and how the city will continue to provide essential services during a disaster or interruption.
- Capital Improvement Plan (CIP)
  - Mitigation actions listed in Section 6.2, such as Priority Action #3 (Flooding Infrastructure) and Priority Action #4 (Lake Wolhford Dam) may be funded from the Capital Improvements Plans, and thus have already been identified for funding. Other high-dollar actions listed or identified in the future can also be added to the Capital Improvements Plan to ensure that hazard mitigation projects continue to receive funding. Even projects for which the city intends to seek grant funding may also need to be addressed in the Capital Improvements Plan, given that most mitigation grants require significant local matching funds.

See the San Diego County Multi-Jurisdictional Hazard Mitigation Plan's Section Two for details about the County-wide Planning Process.

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**SECTION THREE** | Create an Outreach Strategy

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# 3. SECTION THREE: Create an Outreach Strategy

See the San Diego County Multi-Jurisdictional Hazard Mitigation Plan's Section Three for details about the County-wide outreach strategy.

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# 4. SECTION FOUR: Review Community **Capabilities**

The Local Planning Group identified current capabilities available for implementing hazard mitigation activities. The Capability Assessment (Assessment) portion of the jurisdictional mitigation plan identifies administrative, technical, legal, and fiscal capabilities. This includes a summary of departments and their responsibilities associated to hazard mitigation planning as well as codes, ordinances, and plans already in place associated to hazard mitigation planning. The second part of the Assessment provides Escondido's fiscal capabilities that may be applicable to providing financial resources to implement identified mitigation action items.

The Capability Assessment in Section 4.1 provides an identification of the staff, personnel, and department resources available to implement the actions identified in the mitigation section of the Plan. Specific resources reviewed include those involving technical personnel such as planners/engineers with knowledge of land development and land management practices, engineers trained in construction practices related to building and infrastructure, planners and engineers with an understanding of natural or manmade hazards, floodplain managers, surveyors, personnel with GIS skills, and scientists familiar with hazards in the community.

The following is a summary of existing departments in Escondido and their responsibilities related to hazard mitigation planning and implementation, as well as existing planning documents and regulations related to mitigation efforts within the community.

#### City of Escondido Building

- Coordinate adoption of building, plumbing, electrical, and mechanical codes.
- Develop building ordinances.
- Review site and building plans for compliance with building codes and ordinances.
- Damage assessment of structures from multiple causes to facilitate repair and future occupancy.

#### City of Escondido Public Works

- Maintains City infrastructure (assets) ranging from streets to parks to buildings and vehicle fleet.
- Responds to City emergencies, including EOC response in disasters, and assists police and fire departments with hazardous materials clean up, traffic and perimeter control efforts, traffic accident clean up, and evacuation routing.

#### City of Escondido Engineering

 Reviews engineering on private and public grading, floodways, retention basins, transportation infrastructure, and structures to assure compliance with Federal, State, and local ordinances on seismic and structural stability.

#### **SECTION FOUR |** Review Community Capabilities

- Develops engineering ordinances and policies that help protect and preserve City infrastructure.
- Evaluates all circulation elements for projected traffic impacts.
- Provides response personnel for evaluation of damaged infrastructure and rescue situations.
- Coordinates other response agencies assisting with damage assessment.

#### City of Escondido Fire

- Administration: Develops, implements, and monitors policies, procedures, budgets, fees, automatic aid agreements, mutual aid agreements, and serves as liaison with other City departments and outside agencies.
- Fire Prevention Bureau: Coordinates adoption of codes and ordinances, reviews site and building plans for fire code compliance, develops and presents public education programs, conducts construction, business permit, State mandated and annual fire, life safety, and residential defensible space inspections, and manages the City's weed abatement program.
- Emergency Medical Services: Manages the department's advanced life support first responder program and ambulance transportation service, responds to medical emergencies and other calls for service, provides training and oversight for the City's Public Access Defibrillation (PAD) program, and participates with other community and regional health care providers to reduce public illness and injury.
- Operations Division: Maintains the department's personnel, apparatus, equipment and
  fire stations in a state of readiness to respond to the community's needs; develops and
  implements standard operating procedures for various types of emergency responses;
  responds to all types of emergencies including fire, hazardous materials, and rescue; and
  trains with and interacts with neighboring jurisdictions and regional agencies.
- Emergency Management: Coordinates the City's Disaster Preparedness Program, serves as liaison with all City departments and divisions, as well as other public and private organizations; develops, coordinates, and implements hazard-specific response plans; and maintains the operational readiness of the City's Emergency Operations Center (EOC) and other key elements.

#### City of Escondido Planning

- Develops and maintains City general plan, zoning ordinances, and development standards.
- Oversees City's development process assuring compliance with zoning and general plan, and including environmental impact reports, design review, historic preservation, landscape review, habitat conservation, floodway prohibitions, and floodplain development standards.

#### City of Escondido Police

- Responds to safety concerns involving threats and/or damage to life or property.
- Acts as the enforcement entity for violations of State and local laws and ordinances.

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#### **SECTION FOUR |** Review Community Capabilities

- Primary emergency responders to acts of civil disobedience and public disorders and terrorism.
- Support personnel for emergency rescue and management.
- Investigative services for criminal acts that result in personal injury/death and the destruction of property.
- Develops and implements emergency response plans and policies, focusing on evacuation procedures and traffic control.
- Primary responders to acts of terrorism, focusing on suspect intervention and facility and staff protection.

#### City of Escondido Utilities

- Operates, maintains, and enhances the water treatment and distribution; sewer treatment and collection; and recycled water treatment and distribution systems within the City of Escondido Utilities Department's water and sewer service areas. Also has oversight of solid waste management.
- Responsible for planning and implementation associated with the following City plans:

Dixon Dam Emergency Action Plan

HARRF Chemical Spill Response Plan

HARRF Hazmat Business Plan

Sewer Overflow Response Plan

Sewer System Management Plan

Water Division Emergency Response Plan

Water Operations Emergency Response Guide

Water Quality Emergency Notification Plan

Wohlford Dam Emergency Action Plan

WTP Hazmat Business Plan

WTP Operations Plan

#### **SECTION FOUR |** Review Community Capabilities

#### 4.1. Capability Assessment

The primary types of capabilities for reducing long-term vulnerability through mitigation planning are:

- Planning and regulatory
- Administrative and technical
- Financial
- · Education and outreach

#### 4.1.1. Planning and Regulatory

Planning and regulatory capabilities are the plans, policies, codes, and ordinances that reduce the likelihood and impacts of hazards.

Overall, the City of Escondido can expand on these capabilities by creating and applying an updated five-year Multi-Jurisdictional Hazard Mitigation Plan Cycle and Work Plan along with the addition of more funding opportunities for applicable staff, research, plan developments/projects, and applicable resources and expenses. Escondido has always been working with our engineering and planning departments to increase awareness of the hazard mitigation plan and its application to future projects.

Plans Yes, Ye		Does the plan address hazards?
	Teal	Does the plan identify projects to include in the mitigation strategy?
		Can the plan be used to implement mitigation actions?
Comprehensive/Master Plan	1995	Storm Drain Master Plan, Ordinance 95-19 Storm Drain Master Plan identifies storm drain facilities needed that would mitigate and reduce flood hazard.
Capital Improvement Plan	2020	Capital Improvement Program & Budget CIP Plan addresses and budgets critical traffic signalization projects: major road segments and thoroughfares; major storm drain infrastructures; water, recycled water, and sewer infrastructure projects. CIP can be used to plan, fund, and implement mitigation actions.
Economic Development Plan	2018	https://www.escondido.org/Data/Sites/1/media/PDFs/CMOffice/Attachmentt ostaffreport-Updated2017CEDS_v2.pdf  No No Maybe

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Local Emergency Operations Plan	2004	Yes No Yes
Continuity of Operations Plan	2019	No No Yes
Transportation Plan	2014	General Plan Circulation Element. Circulation Element identifies future road segments, assists with planning and reserving underimproved roadways.
Stormwater Management Plan		Jurisdictional Runoff Management Program (JRMP)  The JRMP is required to document the City's compliance with our regional storm water (MS4) permit
Community Wildfire Protection Plan	2011	Yes Yes Yes
Real estate disclosure requirements	No	
Other special plans (e.g., brownfields redevelopment, disaster recovery, coastal zone management, climate change adaptation)	No	

TABLE 2: FEMA LOCAL MITIGATION PLANNING HANDBOOK WORKSHEET 4.1 DATA.

#### 4.1.2. Administrative and Technical

Administrative and technical capabilities include staff and their skills and tools that can be used for mitigation planning and to implement specific mitigation actions.

Overall, the City of Escondido can expand on these capabilities by creating and applying an updated five-year Multi-Jurisdictional Hazard Mitigation Plan Cycle and Work Plan along with the addition of more funding opportunities for applicable staff, research, plan developments/projects, and applicable resources and expenses. Additional training of technical staff on new technology tools, especially in the areas of GIS, and the latest science on natural hazards such as earthquakes and climate change impacts on Escondido will identify additional mitigation efforts.

### **SECTION FOUR |** Review Community Capabilities

	Yes/No	Describe capability
		Is coordination effective?
Administration		
Planner(s) or engineer(s) with knowledge of land development and land management practices	Yes	Engineering staff are trained to become familiar and to enforce all applicable Federal, State, and local regulations and requirements of land development and land management practices.
Engineer(s) or professional(s) trained in construction practices related to buildings and/or infrastructure	Yes	Engineering staff are trained and become familiar with public works construction, public works design, and specifications. Apply Federal, State and local design criteria for public safety.
Planners or Engineer(s) with an understanding of natural and/or manmade hazards	Yes	Planners and Engineers are trained and have knowledge and understanding of natural and manmade hazards.
Mitigation Planning Committee	Yes	Escondido Emergency Management Administrative Team made up of representatives from City departments.
Maintenance programs to reduce risk (e.g., tree trimming, clearing drainage systems)	Yes	Tree trimming, cleaning and replacement of storm drain, and street sweeping
Mutual aid agreements	Yes	Fire and Law enforcement mutual aid agreements.
Staff	Yes/No FT/PT1	Is staffing adequate to enforce regulations? Is staff trained on hazards and mitigation?
		Is coordination between agencies and staff effective?
Chief Building Official	Yes FT	Building Department Staff has a solid understanding of hazards and is fully staffed to enforce State and local regulations. Coordination between agencies is arranged where needed
Floodplain Administrator	Yes FT	Engineering Department Staff has strong understanding of hazards and is fully staffed to enforce Federal, State, and local regulations. Coordination between agencies is arranged where needed.
Emergency Manager	Yes FT	Yes Yes Yes

### **SECTION FOUR |** Review Community Capabilities

Surveyors	Yes FT	Engineering Department Staff has strong understanding of hazards and staffed to implement and investigate existing critical structures
Staff with education or expertise to assess the community's vulnerability to hazards	Yes FT	YES
Community Planner	Yes	Development Services Department
	FT	Staff understands and stays current on best practices related to disaster planning and response.
Scientists familiar with the hazards of the community	No	
Civil Engineer	Yes FT	Engineering Department  Engineering staff has strong understanding of critical hazards. Enforces and complies with Federal, State, and local regulations. Coordination between agencies and staff is effective.
Personnel skilled in GIS and/or HAZUS	Yes FT	
Grant writers	Yes FT	
Other		

Technical	Yes/No	Describe capability  Has capability been used to assess/mitigate risk in the past?
Warning systems/services (Reverse 911, outdoor warning signals)		Alert San Diego, WEA, NAS Alert San Diego (Reverse land-line and cellular) notification system that the Federal Wireless Emergency Alerting system along with social media have been used to notify the public of emergencies and the mitigation steps that the public can take.
Hazard data and information		Fire Severity Zone maps, Target Hazard Pre-Incident Maps, Wildfire Pre-Fire Plans and Fire Response maps; Used in plan check and for emergency incidents
Grant writing	Yes	Yes – Grants have been used to purchase equipment, develop mitigation plans, and to implement mitigation projects.
Hazus analysis	Yes	The City's GIS department works with the County's GIS department to coordinate updates.

TABLE 3:FEMA LOCAL MITIGATION PLANNING HANDBOOK WORKSHEET 4.1 DATA CONTINUED.

## 4.1.3. Financial

#### **SECTION FOUR |** Review Community Capabilities

The following table indicates whether the City of Escondido has access to or is eligible to use the following funding resources for hazard mitigation:

Overall, the City of Escondido can expand on these capabilities by continuing to research additional sources of fund for mitigation efforts, staff, and plan development. In 2022, the City of Escondido hired a dedicated grant writer. The new City grant writer has been introduced to the Hazard Mitigation Plan and how it applies to other city plans and mitigation projects.

Funding Resource	Access/ Eligibility (Yes/No)	Has the funding resource been used in past and for what type of activities?  Could the resource be used to fund future mitigation actions?
Community Development Block Grants (CDBG)	Yes	All city departments are allowed to submit an internal application for CDBG each year in late January / Early February. The funds/projects can't be used for activities that supplant general funds.
Capital improvements project funding	Yes	Funding have been used for critical transportation infrastructures, road thoroughfares, and storm drain infrastructures. Funds can be allocated to continue funding future mitigation projects.
Authority to levy taxes for specific purposes	Yes	Voter approval is required, taxes have not been levied for hazard mitigation purposes.
Fees for water, sewer, gas, or electric service	Yes	Water and sewer charges for services are assessed to customers for services being provided.
Impact fees for homebuyers or developers for new developments/homes	Yes	Impact fees have been used collaboratively with developers to expand critical public safety infrastructure commensurate with the impact of growth.  Impact fees can be used to fund future infrastructure.
Incur debt through general obligation bonds	Yes	Voter Approval is required, bonds have not been issued for hazard mitigation purposes.
Incur debt through special tax and revenue bonds	Yes	Special Tax requires voter approval, bonds have not been levied for hazard mitigation purposes.
Incur debt through private activity bonds	Yes	The City has not incurred debt through private activity bonds.

Table 4: FEMA LOCAL MITIGATION PLANNING HANDBOOK WORKSHEET 4.1 DATA CONTINUED.

#### **SECTION FOUR |** Review Community Capabilities

#### 4.1.4. Education and Outreach

The following table identifies education and outreach programs and methods already in place that could be used to implement mitigation activities and communicate hazard-related information.

Overall, the City of Escondido can expand on these capabilities by creating and applying an updated five-year Multi-Jurisdictional Hazard Mitigation Plan Cycle and Work Plan along with the addition of more funding opportunities for applicable staff, research, plan developments/projects, and applicable resources and expenses. Escondido Fire and Escondido Environmental Departments have increased our outreach programs especially in the areas of climate change to get more public and special district participation in mitigation efforts.

		Describe program/organization and how relates to disaster resilience and mitigation.  Could the program/organization help implement future
Program/Organization	Yes/No	mitigation activities?
Local citizen groups or non-profit organizations focused on environmental protection, emergency preparedness, access and functional needs populations, etc.	Yes	https://sierraclubncg.org/ https://escondidocreek.org/ https://firesafesdcounty.org/ https://fire.escondido.org/cert
Ongoing public education or information program (e.g., responsible water use, fire safety, household preparedness, environmental education)	Yes	https://www.escondido.org/water-conservation.aspx https://www.escondido.org/education-and-outreach.aspx
Natural disaster or safety related school programs	Yes	As staffing permits, the fire department has provided safety related training to elementary students.
Storm Ready certification	No	
Firewise Communities certification	No	
Public-private partnership initiatives addressing disaster-related issues	Yes	Fire department along with SDGE, Fire Safe Council, and local community groups annually provide information on wildland fire safety.
Other		

TABLE 5: FEMA LOCAL MITIGATION PLANNING HANDBOOK WORKSHEET 4.1 DATA CONTINUED.

### **SECTION FOUR |** Review Community Capabilities

### 4.2. Safe Growth Audit

Identified gaps in community's growth guidance instruments and improvements that could be made to reduce vulnerability to future development:

Comprehensive Plan	Yes	No
and Use		
L. Does the future land-use map clearly identify natural hazard areas?		NO
The General Plan Land Use Map does not directly identify natural hazard areas, however there are numerous other figures, maps, and exhibit in the General Plan that speak directly to natural nazards that staff reviews on a regular basis as part of land use development applications.		
2. Do the land-use policies discourage development or redevelopment within natural hazard areas?	YES	
The City's Flood Plain Management Ordinance limits development in the FEMA's mapped loodway.		
Residential land use densities are limited based on topography in areas prone to natural hazards.		
3. Does the plan provide adequate space for expected future growth in areas located outside natural hazard areas?	YES	
The Land Use and Community Form chapter and 6 <sup>th</sup> Cycle Housing Element of the Escondido General Plan identify adequate sites to accommodate future growth, primarily outside of natural nazard areas.		
ransportation		
L. Does the transportation plan limit access to hazard areas?		NO
2. Is transportation policy used to guide growth to safe locations?	YES	
Adopted General Plan Circulation Elements		
B. Are movement systems designed to function under disaster conditions (e.g., evacuation)?	YES	
Coordinated with local liaison to analyze and create a comprehensive transportation network.		

TABLE 6: FEMA LOCAL MITIGATION PLANNING HANDBOOK WORKSHEET 4.2 DATA.

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### **SECTION FOUR |** Review Community Capabilities

Comprehensive Plan (continued)	Yes	No
Environmental Management		
Are environmental systems that protect development from hazards identified and mapped?		NO
2. Do environmental policies maintain and restore protective ecosystems?	YES	
Policies are contained in the Resource Conservation chapter of the Escondido General Plan,		
3. Do environmental policies provide incentives to development that is located outside protective ecosystems?		NO
Public Safety		
1. Are the goals and policies of the comprehensive plan related to those of the FEMA Local Hazard Mitigation Plan?	YES	
The Hazard Mitigation Plan is in alignment with the Safety Element of the General Plan.		
2. Is safety explicitly included in the plan's growth and development policies?	YES	
Public safety and transportation are analyzed and formulated in the General Plan for growth and land development		
3. Does the monitoring and implementation section of the plan cover safe growth objectives?	YES	

TABLE 7: FEMA LOCAL MITIGATION PLANNING HANDBOOK WORKSHEET 4.2 DATA CONTINUED.

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### **SECTION FOUR |** Review Community Capabilities

Zoning Ordinance	Yes	No
1. Does the zoning ordinance conform to the comprehensive plan in terms of discouraging development or redevelopment within natural hazard areas?	YES	
The Zoning Ordinance is the mechanism by which the General Plan land use element is implemented.		
2. Does the ordinance contain natural hazard overlay zones that set conditions for land use within such zones?	YES	
The Zoning Ordinance includes the following articles: Open Space and Hazardous Lands, generally; Flood Plain Overlay Zone; Hazardous Chemical Overlay Zone; Environmental Quality; Grading and Erosion Control; and Water Efficient Landscape Regulations;		
3. Do rezoning procedures recognize natural hazard areas as limits on zoning changes that allow greater intensity or density of use?	YES	
Areas that are prone to natural hazards typically have low density designations that cannot be not not be not a vote of the public.		
4. Does the ordinance prohibit development within, or filling of, wetlands, floodways, and floodplains?	YES	
The adopted flood plain ordinance requires compliance with FEMA's floodplain regulations.		
Subdivision Regulations	Yes	No
1. Do the subdivision regulations restrict the subdivision of land within or adjacent to natural hazard areas?		NO
2. Do the regulations provide for conservation subdivisions or cluster subdivisions in order to conserve environmental resources?	YES	
The Land Use and Community Form chapter of the Escondido General plan includes goals and policies which encourage residential clustering in order to leave sensitive areas undisturbed.		
3. Do the regulations allow density transfers where hazard areas exist?	YES	
In the Northeast Gateway Specific Plan, density transfers are available to shift residential uses from topographically constrained lands onto flatter areas of in the plan area.		

TABLE 8: FEMA LOCAL MITIGATION PLANNING HANDBOOK WORKSHEET 4.2 DATA CONTINUED.

#### **SECTION FOUR |** Review Community Capabilities

Capital Improvement Program and Infrastructure Policies	Yes	No
1. Does the capital improvement program limit expenditures on projects that would encourage development in areas vulnerable to natural hazards?		NO
2. Do infrastructure policies limit extension of existing facilities and services that would encourage development in areas vulnerable to natural hazards?		NO
3. Does the capital improvement program provide funding for hazard mitigation projects identified in the FEMA Mitigation Plan?	YES	
CIP funds are typically allocated for hazard mitigation projects.  Current CIP hazard mitigation projects include the following: Lake Wohlfod Dam replacement, construction of storm drain structures to mitigate the several floodplain areas.		
Other	Yes	No
1. Do small area or corridor plans recognize the need to avoid or mitigation natural hazards?		NO
2. Does the building code contain provisions to strengthen or elevate construction to withstand hazard forces?	YES	
The building code adopted contain provisions to elevate construction for hazards i.e. (Seismic and Wild Fire)		
3. Do economic development or redevelopment strategies include provisions for mitigation of natural hazards?		NO
4. Is there an adopted evacuation and shelter plan to deal with emergencies from natural hazards?	YES	

TABLE 9: FEMA LOCAL MITIGATION PLANNING HANDBOOK WORKSHEET 4.2 DATA CONTINUED.

### 4.3. National Flood Insurance Program (NFIP)

The City of Escondido participates in the National Flood Insurance Program (NFIP). As a participant in the National Flood Insurance Program (NFIP), a community develops capabilities for conducting flood mitigation activities. The hazard mitigation plan must describe each jurisdiction's participation in the NFIP. Participating communities must describe their continued compliance with NFIP requirements. The mitigation plan must do more than state that the community will continue to comply with the NFIP. Each jurisdiction must describe their floodplain management program and address how they will continue to comply with the NFIP requirements. The local floodplain administrator is often the primary source for this information.

Jurisdictions where FEMA has issued a floodplain map but are currently not participating in the NFIP may meet this requirement by describing the reasons why the community does not participate. Plan updates must meet the same requirements and document any change in floodplain management programs.

### **SECTION FOUR |** Review Community Capabilities

NFIP Topic	Source of Information	Comments
Insurance Summary		
How many NFIP policies are in the community? What is the total premium and coverage?	State NFIP Coordinator or FEMA NFIP Specialist	As of 12/31/2018, Total number of policies is 547, total premiums is \$531,535,
How many claims have been paid in the community? What is the total amount of paid claims? How many of the claims were for substantial damage?	FEMA NFIP or Insurance Specialist	As of 12/31/2018, Total number of closed paid losses: 25 Total amount of closed paid losses: \$269,124.00 Substantial Damage losses: 0
How many structures are exposed to flood risk within the community?	Community Floodplain Administrator (FPA)	1501 structures are within the 100-year flood risk zones
Describe any areas of flood risk with limited NFIP policy coverage	Community FPA and FEMA Insurance Specialist	As of 12/31/2018, Mandatory is 411 and voluntary (possibly lender driven) is 136
Staff Resources	l	
Is the Community FPA or NFIP Coordinator certified?	Community FPA	
Is floodplain management an auxiliary function?	Community FPA	No. Engineering Department administers the floodplain regulations
Provide an explanation of NFIP administration services (e.g., permit review, GIS, education or outreach, inspections, engineering capability)	Community FPA	Engineering Department performs all functions of plan review and inspections of land development. Staff attends NFIP training courses, and trains internal employees on FEMA's floodplain regulations. GIS maintains and shares database. Staff educates local community.
What are the barriers to running an effective NFIP program in the community, if any?	Community FPA	
Compliance History		
Is the community in good standing with the NFIP?	State NFIP Coordinator, FEMA NFIP Specialist, community records	Yes
Are there any outstanding compliance issues (i.e., current violations)?		No
When was the most recent Community Assistance Visit (CAV) or Community Assistance Contact (CAC)?		March 2019
Is a CAV or CAC scheduled or needed?		No

TABLE 10: FEMA LOCAL MITIGATION PLANNING HANDBOOK WORKSHEET 4.3 DATA.

### **SECTION FOUR |** Review Community Capabilities

NFIP Topic	Source of Information	Comments
Regulation	<u>'</u>	·
When did the community enter the NFIP?	Community Status Book http://www.fema.gov/ national-flood-insurance- program/national-flood- insurance-program- community-status-book	09/15/1983
Are the FIRMs digital or paper?	Community FPA	Both on digital and paper
Do floodplain development regulations meet or exceed FEMA or State minimum requirements? If so, in what ways?	Community FPA	Floodplain ordinance meets FEMA's minimum regulations
Provide an explanation of the permitting process.  Community Rating System (CRS)  Does the community participate in CRS?  What is the community's CRS Class	Community FPA, State, FEMA NFIP Flood Insurance Manual http://www.fema.gov/ flood-insurance-manual Community FPA, FEMA CRS Coordinator, ISO representative CRS manual http:// www.fema.gov/library/ viewRecord.do?id=2434  Community FPA, State, FEMA NFIP Flood Insurance Manual	Engineering Dept. staff reviews all preliminary development applications and building permits. Provides written condition to the applicant on all applicable regulations. Reviews and enforces all regulations for compliance with Federal, State, and local regulations. Engineering field staff inspects and obtains certifications to show compliance with the approved plans.  No
What is the community's CRS Class Ranking?	http://www.fema.gov/ flood-insurance-manual	n/a
What categories and activities provide CRS points and how can the class be improved?		
Does the plan include CRS planning requirements	Community FPA, FEMA CRS Coordinator, ISO representative CRS manual http:// www.fema.gov/library/ viewRecord.do?id=2434	

TABLE 11: FEMA LOCAL MITIGATION PLANNING HANDBOOK WORKSHEET 4.3 DATA CONTINUED.

## 5. SECTION FIVE: Conduct a Risk Assessment

The Local Planning Group (LPG) conducted a risk assessment to determine the potential impacts of hazards to the people, economy, and built and natural environments of the community (Table 12).

As a result of the Survey in Table 12, the LPC identified the following hazards as medium or high significance:

High Significance: Wildland Fire

**Medium Significance:** Dam Failure, Flooding, Earthquake, Severe Wind, Drought, Extreme Heat, Land Slide

The top 5 hazards for the City of Escondido were selected using the following criteria:

- Was the Geographical Area Extensive or Significant and;
- Was the Probable Extent Extreme or Moderate and;
- Was the Overall Significance Medium or High?

Severe Wind was marked medium significance due to the Santa Winds experienced in the San Diego area that may lead to wildland fires and/or intensifies the destruction of wildfires. However, most Santa Ana wind events do not result in wildland fires. Given that severe wind events by itself is not the destructive element rather a possible contributor to wildland fires, it was decided that Severe Wind is a component of wildland fire rather than a top hazard by itself and was not selected as a top hazard.

Flooding and Dam Failure was again ranked medium as part of this plan's survey. Given that past plans for the City of Escondido has always combined Flooding and Dam Failure together, the LPG decided to combine these two as one hazard to be consistent with previous plans.

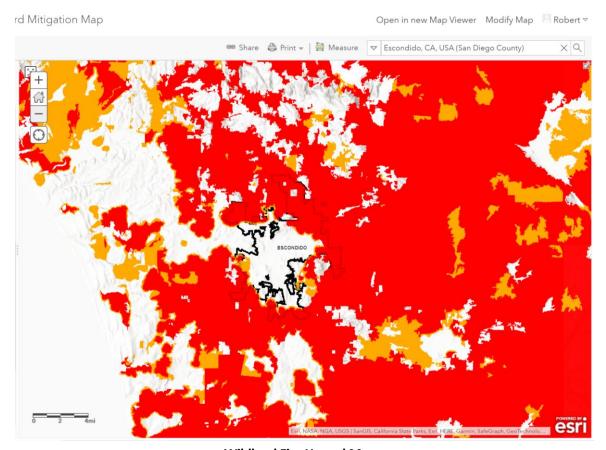
While Landslide has an Overall Significance Rating of **Medium**, Landslide was not selected as one of the top hazards given the "**limited**" geographical area where a landslide could occur and that a land slide was "**unlikely**" to occur.

After reviewing the localized hazard maps and exposure/loss table (Table 13), the following hazards were identified by the Escondido LPG as their top five:

- Wildland Fire
- Earthquake
- Drought
- Flooding or Dam Failure
- Extreme Heat

A brief rationale for including each of these is included.

- **Wildland Fire**: California is recognized as one of the most fire prone and consequently fire-adapted landscapes in the world.
  - San Diego's combination of complex terrain, semi-arid climate, and productive natural plant communities, along with ample natural and aboriginal ignition sources, has created conditions for extensive wildfires. Wildland fire is an ongoing concern for Escondido. Generally, the fire season extends from July through October of each year during the hot, dry summer months. However, recently the fire season has become year around. Fire conditions arise from a combination of high temperatures, an accumulation of vegetation, low humidity, and high winds.
  - A significant amount of the community fringe area is wildland/urban interface and fires have been experienced in the past (see Wildland Fire Hazard Map). Until recently, fires in 2003, 2007, and 2014 were a few of the largest wildfires in the State of California.
  - Probability of Future Events Highly Likely: 90 to 100 percent probability of occurrence in the next year or a recurrence interval of less than 1 year.
  - Overall Significance High: The criteria consistently fall in the high classifications and the event is likely/highly likely to occur with severe strength over a significant to extensive portion of the planning area.
  - o Reference County Plan Section 5.2.11 Wildfire/Structure Fire for map and additional information on wildland fires.



Wildland Fire Hazard Map

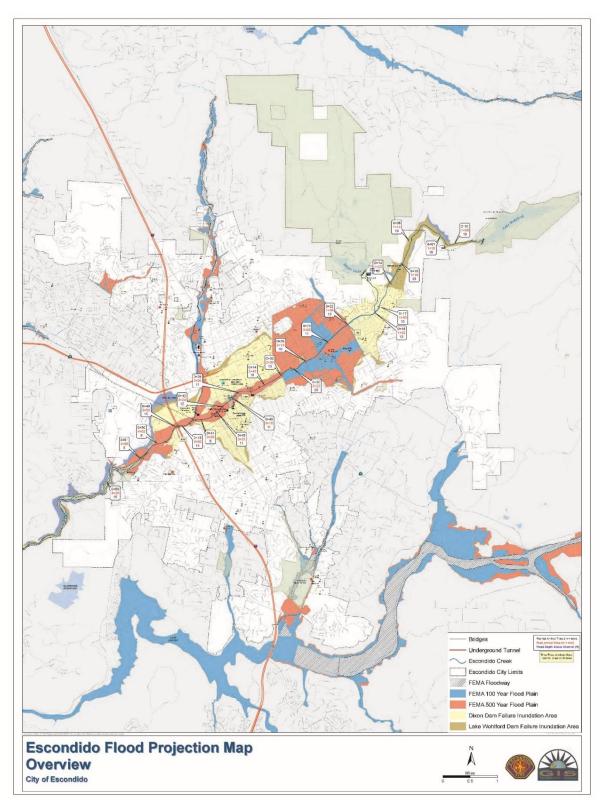
#### **SECTION FIVE |** Conduct a Risk Assessment

- **Earthquake:** The potential for loss of life, injuries, damage to property, and disruption of services is likely.
  - O While it is impossible to determine where an earthquake will occur or how widespread the damage will be, Escondido can be impacted by earthquakes from within and outside the of San Diego County. The impact on Escondido depends on many factors and the source of the earthquake (epicenter) may be located many miles away or even outside of the County. Reference the County Plan Section 5.2.4 Earthquake for map and additional information on earthquakes and their potential impact on the county and Escondido.
  - Probability of Future Events Likely: 10 to 90 percent probability of occurrence in the next year or a recurrence interval of 1 to 10 years
  - Overall Significance Medium: The criteria fall mostly in the middle ranges of classifications and the event's impacts on the planning area are noticeable but not devastating. This rating is sometimes used for hazards with a high extent rating but very low probability rating.
- **Drought**: Drought has enormous adverse effects on agriculture, water resources and the environment.
  - Given the semi-arid climate of Escondido, the regular occurrences of multi-year droughts across the State and Southwest and the agricultural economy of Escondido, drought has can have a major impact on Escondido's resiliency.
  - Reference County Plan Section 5.3.11 Climate Change (Extreme Heat, Drought, Compounding Events) for map and additional information on droughts. Escondido's exposure to drought is not limited by the jurisdictions boundaries and is affected by events throughout the County and State.
  - Probability of Future Events Likely: 10 to 90 percent probability of occurrence in the next year or a recurrence interval of 1 to 10 years
  - Overall Significance Medium: The criteria fall mostly in the middle ranges of classifications and the event's impacts on the planning area are noticeable but not devastating. This rating is sometimes used for hazards with a high extent rating but very low probability rating.

#### **SECTION FIVE | Conduct a Risk Assessment**

- **Flooding or Dam Failure**: The community lies in a natural river valley with a substantial portion existing within the floodplain. There are two large dammed reservoirs located above the community.
  - o Protection from flood hazards created by dam failures is critical to the safety and well-being of Escondido residents and businesses. Escondido's two dams, Dixon and Lake Wohlford, are rated as Extremely High by the California Department of Water Resources (DWR), Division of Safety of Dams (DSOD). Extremely High rated dams are expected to cause considerable loss of human life or result in an inundation area with a population of 1,000 or more. The City would experience catastrophic damage if Dixon or Lake Wohlford dams were to breach. A total of 57 critical facilities are located within the various dam inundation areas. See the flooding and dam failure map below.
  - Lake Wohlford Dam must be replaced because it has been determined that a portion of the dam has the potential to liquify in a large earthquake (7.5M+). See Priority Action #4 in Section 7.2
  - Probability of Future Events Occasional: 1 to 10 percent probability of occurrence in the next year or a recurrence interval of 11 to 100 years.
  - Overall Significance Medium: The criteria fall mostly in the middle ranges of classifications and the event's impacts on the planning area are noticeable but not devastating. This rating is sometimes used for hazards with a high extent rating but very low probability rating.
  - o Reference County Plan Section 5.2.6 for Flood map and additional information on floods.

### **SECTION FIVE |** Conduct a Risk Assessment



Flooding and Dam Failure Inundation Map

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- Extreme Heat: The frequency of heat waves been increasing in recent years across the County and the City of Escondido. The duration of these heat events has the potential to threaten human life, especially among the elderly and children.
  - O As noted in the County Base Plan, climate change will continue to cause more extreme heat events and studies show that, by the end of this century, the number of days with temperatures reaching or exceeding 100°F is projected to increase as a result of climate change. Periods of high temperatures can make people vulnerable to heatstroke, heat cramps, heat exhaustion and pose a threat to human life, especially to our young and elderly populations that may not have ways to cool off or transportation to cool zones.
  - Reference County Plan Section 5.3.11 Climate Change (Extreme Heat, Drought, Compounding Events) for map and additional information on extreme heat. Extreme Heat is the result of climate change globally. As a global hazard, Escondido suffers from the same issues as the county and state.
  - o Probability of Future Events **Likely**: 10 to 90 percent probability of occurrence in the next year or a recurrence interval of 1 to 10 years
  - Overall Significance Medium: The criteria fall mostly in the middle ranges of classifications and the event's impacts on the planning area are noticeable but not devastating. This rating is sometimes used for hazards with a high extent rating but very low probability rating.

### 5.1. Hazards Summary

Table 12 was completed by the LPC to identify, profile, and rate the significance of identified hazards. Those hazards identified as a high or medium significance are considered priority hazards for mitigation planning. Those hazards that occur infrequently or have little or no impact on the Planning Area were determined to be of low significance and not considered a priority hazard. Significance was determined based on the hazard profile, focusing on key criteria such as frequency, extent, and resulting damage, including deaths/injuries and property, crop, and economic damage. This assessment was used by the LPC to prioritize those hazards of greatest significance to the City of Escondido, enabling the City to focus resources where they are most needed. The following table summarizes the hazards information and identifies which hazards are most significant to the planning area:

Hazard	Location (Geographic Area Affected)	Maximum Probable Extent (Magnitude/Strength)	Probability of Future Events	Overall Significance Ranking
Avalanche	Negligible	Weak	Unlikely	Low
Dam Failure	Extensive	Extreme	Unlikely	Medium
Drought	Extensive	Moderate	Likely	Medium
Earthquake	Extensive	Moderate	Likely	Medium
Erosion	Negligible	Weak	Unlikely	Low
Expansive Soils	Significant	Weak	Unlikely	Low
Extreme Cold	Negligible	Weak	Unlikely	Low
Extreme Heat	Extensive	Moderate	Likely	Medium
Flood	Limited	Weak	Occasional	Medium
Hail	Negligible	Weak	Unlikely	Low
Hurricane	Negligible	Moderate	Unlikely	Low
Landslide	Limited	Moderate	Unlikely	Medium
Lightning	Extensive	Moderate	Likely	Low
Sea Level Rise	Negligible	Weak	Unlikely	Low
Severe Wind	Extensive	Moderate	Likely	Medium
Severe Winter Weather	Negligible	Weak	Unlikely	Low
Storm Surge	Negligible	Moderate	Unlikely	Low

Subsidence	Negligible	Weak	unlikely	Low
Tornado	Negligible	Weak	Unlikely	Low
Tsunami	Negligible	Weak	Unlikely	Low
Wildfire	Significant	Extreme	Highly Likely	High

TABLE 12: FEMA LOCAL MITIGATION PLANNING HANDBOOK WORKSHEET 5.1 DATA.

#### **Definitions for Classifications**

#### **Location (Geographic Area Affected)**

- Negligible: Less than 10 percent of planning area or isolated single-point occurrences
- Limited: 10 to 25 percent of the planning area or limited single-point occurrences
- Significant: 25 to 75 percent of planning area or frequent single-point occurrences
- Extensive: 75 to 100 percent of planning area or consistent single-point occurrences

# Maximum Probable Extent (Magnitude/Strength based on historic events or future probability)

- Weak: Limited classification on scientific scale, slow speed of onset or short duration of event, resulting in little to no damage
- **Moderate:** Moderate classification on scientific scale, moderate speed of onset or moderate duration of event, resulting in some damage and loss of services for days
- **Severe:** Severe classification on scientific scale, fast speed of onset or long duration of event, resulting in devastating damage and loss of services for weeks or months
- **Extreme:** Extreme classification on scientific scale, immediate onset or extended duration of event, resulting in catastrophic damage and uninhabitable conditions

Hazard	Scale / Index	Weak	Moderate	Severe	Extreme
Drought	Palmer Drought Severity Index3	-1.99 to	-2.00 to	-3.00 to	-4.00 and
		+1.99	-2.99	-3.99	below
	Modified Mercalli Scale4	l to IV	V to VII	VII	IX to XII
Earthquake	Richter Magnitude5	2, 3	4, 5	6	7, 8
	Saffir-Simpson Hurricane Wind Scale6	1	2	3	4, 5
Tornado	Fujita Tornado Damage Scale7	F0	F1, F2	F3	F4, F5

#### **Probability of Future Events**

Unlikely: Less than 1 percent probability of occurrence in the next year or a recurrence interval of greater than every 100 years.

- Occasional: 1 to 10 percent probability of occurrence in the next year or a recurrence interval of 11 to 100 years.
- Likely: 10 to 90 percent probability of occurrence in the next year or a recurrence interval of 1 to 10 years
- **Highly Likely:** 90 to 100 percent probability of occurrence in the next year or a recurrence interval of less than 1 year.

#### **Overall Significance**

- **Low:** Two or more criteria fall in lower classifications, or the event has a minimal impact on the planning area. This rating is sometimes used for hazards with a minimal or unknown record of occurrences or for hazards with minimal mitigation potential.
- **Medium:** The criteria fall mostly in the middle ranges of classifications and the event's impacts on the planning area are noticeable but not devastating. This rating is sometimes used for hazards with a high extent rating but very low probability rating.
- High: The criteria consistently fall in the high classifications and the event is likely/highly likely to occur with severe strength over a significant to extensive portion of the planning area.
- Cumulative meteorological drought and wet conditions: http://ncdc.noaa.gov/
- o Earthquake intensity and effect on population and structures: http://earthquake.usgs.gov
- Earthquake magnitude as a logarithmic scale, measured by a seismograph: http://earthquake.usgs.gov
- Hurricane rating based on sustained wind speed: http://nhc.noaa.gov
- Tornado rating based on wind speed and associated damage: <a href="http://spc.noaa.gov">http://spc.noaa.gov</a>

#### **5.2.** Critical Facilities

Critical Facility Type	Jurisdiction Name	Counts
EMERGENCY – FIRE	ESCONDIDO	8
EMERGENCY – EOC	ESCONDIDO	2
EMERGENCY - POLICE	ESCONDIDO	1
WATER - TREATMENT	ESCONDIDO	1
WATER - WASTE	ESCONDIDO	1

## **5.3.** Potential Hazard Exposure and Loss Estimates

The following table summarizes the potential losses associate with different hazard types:

		Residential				Critical Facilities		
		Residentia	) <b>[</b>	Commercia		Critical F		
					Potential		Potential –	
			Potential		Exposure/	Al	Exposure	
		Number of	Exposure/Loss for Residential	Number of	Loss for Commercial	Number of	for Critical	
	Exposed	Residential	Buildings	Commercial	Buildings	Critical	Facilities	
Hazard Type	Population	Buildings	(x\$1,000)	Buildings	(x\$1,000)	Facilities	(x\$1,000)	
Coastal Storm	· opailation		(, _)	2 4	(1.42)0007		(1.4-)000)	
/ Erosion	0	0	0	0	0	0	0	
Sea Level								
Change	0	0	0	0	0	0	0	
Dam Failure	34,783	11,624	4,517,086	969	292,977	68	1,798,118	
Earthquake								
(Annualized								
Loss - Includes								
shaking,								
liquefaction and landslide								
components)	57	1,031	400,636	642	194,229	22	586,251	
Flood (Loss)	3,	1,031	400,030	042	154,225		300,231	
100 Year	7,380	1,625	631,475	209	63,191	14	263,340	
500 Year	31,005	10,048	3,904,652	545	164,780	57	1,814,314	
Rain-Induced La	ndslide				<u>,                                      </u>			
High Risk	4,372	76	29,526	3	907.05	0	0	
Moderate Risk	558	494	191,919	26	7,861.10	0	0	
Tsunami	0	0	0	0	0	0	0	
Wildfire / Struct	ure Fire							
Fire Regime II								
& IV	42,951	6,268	2,435,382	224	67,726	20	2,159,434	

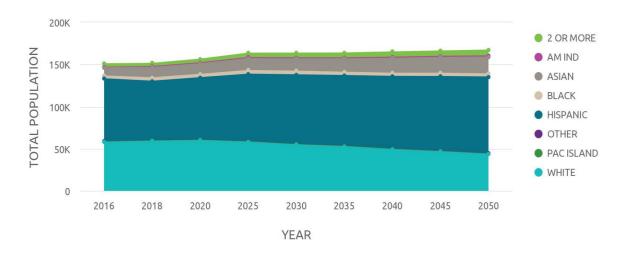
Table 13: Based on HAZUS data provided by San Diego County Office of Emergency Services.

#### **Growth & Development 5.4.**

According to the California Department of Finance population estimates, the City of Escondido population in 2020 was 153,008 increasing from 133,559 in 200 and 143,911 in 2010. Between 2010 and 2020, the City population increased by approximately 10,000 people, representing an increase of approximately six percent (Table 14). During the same period, San Diego County population increased by 8 percent. Population growth is forecast to continue to increase through the period of this plan and through 2050.

	Population Growth (2000-2020)											
	2000	2010	2020	2000-2010	2010-2020							
Escondido	133,559	143,911	153,008	7.8%	6.3%							
San Diego Region	2,813,833	3,095,313	3,343,355	10.0%	8.0%							
Source: Bureau of the	Census, 2000 ar	nd 2010; Californ	ia Department o	of Finance, 2020								

Table 14: City of Escondido Population Growth



Source: San Diego Association of Governments - SANDAG.ORG

### 5.5. Residential Housing Growth

Residential house building permits continue to grow (Table 15). While there was a reduction in building permits during COVID-19, there has been an increase in building permits at above pre-COVID-19 levels. Additional, developers continue to consider development in the wilderness areas surrounding Escondido. Continued enforcement of Fire and Build codes is crucial to prevent destruction of residential homes due to wildland fire.

	2018	2019	2020	2021
<b>Building Permits</b>	240	37	262	433

Table 15: City of Escondido Residential Housing Permits Issued

The status of current housing development and other development projects within the City of Escondido can be found at

https://cityofescondido.maps.arcgis.com/apps/dashboards/3df9dd5f830a4db4a6dce61747906ae8.

Even with this growth, the City of Escondido's General Plan's "Growth Management Element" provides assurance that growth is achieved sacrificing aspects of the community valued by its residents, thereby not increasing hazard vulnerabilities. Quality of Life Standards are detailed in Chapter I of the General Plan that identify minimum acceptable service thresholds for critical infrastructure such as traffic and transportation, fire service, police service, water, and wastewater treatment systems.

Thresholds have also been developed to address other less critical standards such as library service, parks system, open space system, air quality, public schools, and economic prosperity. Factors associated with the location, type, density, and amount, of development are tied to the city's zoning ordinance (and linked with the General Plan Land Use Element) that establishes development parameters for land uses constructed in the community.

Improvements are required, or need to be maintained or expanded, as the community reaches identified thresholds. Assuming 300-400 units are constructed each year, Escondido's General Plan (city and surrounding unincorporated area) is expected to increase approximately 7,000 – 9,000 units by the planning horizon year of 2035. Master plans that determine ultimate capital facilities necessary to achieve and/or maintain the quality of life standards at build out must be prepared based on adopted growth forecasts in order to adequately plan for growth. Master plans typically contain an analysis of existing facilities, existing and projected demand, and proposed maintenance and capital improvement projects. They also identify financing plans to accomplish identified improvements. The agencies and departments typically use growth projections provided by the city and other jurisdictions within their service boundaries to guide maintenance and capital improvement programs that may affect the rate and timing of private development.

Overall, the purpose of the General Plan's Growth Management Element is to establish policies for balancing the timing of infrastructure improvements with current and anticipated demands for service through the adoption of specific implementation techniques. The Growth Management Element integrates General Plan goals and objectives with adopted Quality of Life Standards to facilitate the orderly development of public and private improvements.

A goal of growth management is to phase capital facility improvements concurrent with population growth so that new development does not compound existing service shortfalls or result in critical infrastructure deficiencies and/or increased hazard vulnerabilities. Effective growth management also establishes parameters for periodically monitoring the impacts that growth has on the community and defines the methods by which impacts are addressed, allowing decision makers to efficiently prioritize capital improvements.<sup>1</sup>

### 5.6. Development since 2018 Plan

Development Services tracked total building permits issued since the 2018 plan. A summary of this development is shown in the table below:

<b>Property Use</b>	2018	2019	2020	2021
Residential (Units)	240	37	262	433
Commercial (Buildings)	8	8	6	9
Total	248	45	268	442

Source: City of Escondido Development Services Department and Geographic Information Systems Division

Development Services also tracked if building permits were issued in the identified hazard areas, which includes the 1% annual chance floodplain and the high and very high fire hazard severity zone (VHFHSZ). All development in the identified hazard areas were completed in accordance with all current and applicable development codes and standards and should be adequately protected. Thus, with the exception of more people living in the area potentially exposed to natural hazards, this growth should not cause a significant change in vulnerability of the City to identified priority hazards. A summary of development in hazard zones since 2018 is shown in the table below:

<b>Property Use</b>	Flood Zone	HFHSZ	VHFHSZ
Residential (Units)	5	577	9
Non-Residential	0	10	1
(Buildings)			
Total	5	587	10

Source: City of Escondido Development Services Department and Geographic Information Systems Division

<sup>&</sup>lt;sup>1</sup> https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/GPUpdate/GeneralPlanChapterVIII.pdf

## 6. SECTION SIX: Develop a Mitigation Strategy

The mitigation strategy serves as the long-term blueprint for reducing potential losses identified in the risk assessment. The mitigation strategy describes how the community will accomplish the overall purpose, or mission, of the planning process.

The mitigation strategy is made up of three main required components: mitigation goals, mitigation actions, and an action plan for implementation. These provide the framework to identify, prioritize, and implement actions to reduce risk to hazards.

**Mitigation goals** are general guidelines that explain what the community wants to achieve with the plan. They are usually broad policy-type statements that are long-term, and they represent visions for reducing or avoiding losses from the identified hazards.

**Mitigation actions** are specific projects and activities that help achieve the goals.

The action plan describes how the mitigation actions will be implemented, including how those actions will be prioritized, administered, and incorporated into the community's existing planning mechanisms. In a multi-jurisdictional plan, each jurisdiction must have an action plan specific to that jurisdiction and its vulnerabilities.

Although not required, some communities choose to develop **objectives** to help define or organize mitigation actions. Objectives are broader than specific actions, but are measurable, unlike goals. Objectives connect goals with the actual mitigation actions.

#### **SECTION SIX** Develop a Mitigation Strategy

### **6.1.** Mitigation Action Evaluation

The following worksheet helps to evaluate and prioritize each mitigation action being considered by the planning team. For each action, evaluate the potential benefits and/or likelihood of successful implementation for the criteria defined below.

Rank each of the criteria with a -1, 0 or 1 using the following scale:

- 1 = Highly effective or feasible
- 0 = Neutral
- -1 = Ineffective or not feasible

#### **Example Evaluation Criteria**

Life Safety – How effective will the action be at protecting lives and preventing injuries?

**Property Protection** – How significant will the action be at eliminating or reducing damage to structures and infrastructure?

**Technical** – Is the mitigation action technically feasible? Is it a long-term solution? Eliminate actions that, from a technical standpoint, will not meet the goals.

**Political** – Is there overall public support for the mitigation action? Is there the political will to support it?

**Legal** – Does the community have the authority to implement the action?

**Environmental** – What are the potential environmental impacts of the action? Will it comply with environmental regulations?

**Social** – Will the proposed action adversely affect one segment of the population? Will the action disrupt established neighborhoods, break up voting districts, or cause the relocation of lower income people?

**Administrative** – Does the community have the personnel and administrative capabilities to implement the action and maintain it or will outside help be necessary?

**Local Champion**—Is there a strong advocate for the action or project among local departments and agencies that will support the action's implementation?

**Other Community Objectives** – Does the action advance other community objectives, such as capital improvements, economic development, environmental quality, or open space preservation? Does it support the policies of the comprehensive plan?

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Mitigation Action	Life Safety	Property Protection	Technical	Political	Legal	Environmental	Social	Administrative	Local Champion	Other Community Objectives	Total Score	
Local Plans and Regulations	Local Plans and Regulations											
Goal 1: Promote disaster-resistant	Goal 1: Promote disaster-resistant future development											
Objective 1A: Implement zoning ordinances	Objective 1A: Implement zoning ordinances that limit development in hazard areas.											
Continue to apply slope variable density requirements and restrict development on slopes in excess of 35% and in floodways.	1	1	1	1	1	0	0	1	1	1	8	
Continue to limit the number of units in areas beyond adopted emergency response times.	1	1	1	1	1	0	0	1	1	1	8	
Objective 1.B: Encourage and facilitate the a	doption of bui	ilding codes that	protect renovat	ed existing asse	ts and nev	development in h	azard areas.					
Continue to require that building pad elevations be increased for new construction and substantial modifications in Dam Failure inundation areas.	1	1	1	1	1	0	0	1	1	1	8	
Continue to require the application of building codes that address earthquake design requirements.	1	1	1	1	1	0	0	1	1	1	8	
Continue to obtain U.S. Army Corps of Engineers approval of construction in flood sensitive areas.	1	1	1	1	1	0	0	1	1	1	8	
Continue to update the Grading Ordinance as necessary to comply with new technologies, regulations, and practices.	1	1	1	1	1	0	0	1	1	1	8	
Continue to utilize current Standard Specifications for Public Works Construction and the	1	1	1	1	1	0	0	1	1	1	8	

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regional Amendments, which encourage materials and practices that resist failure.												
Objective 1.C: Consistently enforce provisions of general plans, zoning ordinances, and building codes.												
Continue aggressive enforcement to ensure all projects are properly permitted and inspected to document compliance with all city standards.	0	0	1	1	1	0	0	1	1	1	6	
Objective 1.D: Discourage future developme	Objective 1.D: Discourage future development that exacerbates hazardous conditions.											
Continue to require minimum brush clearance requirements around new construction.	1	1	1	1	1	0	0	1	1	1	8	
Goal 3: Build and support local cap  Objective 3.A: Increase awareness and know	<u> </u>						ds					
Continue periodic updates of local building codes, public works construction codes, zoning and grading ordinances to reflect legislative changes.	1	1	1	1	1	0	0	1	1	1	8	
Continue to assess and mitigate potentially significant hazards as part of the required environmental review process.	1	1	1	1	1	1	0	1	1	1	9	
Continue to conduct Emergency Operations Center training.	0	0	1	1	1	0	0	1	1	1	6	
Goal 4: Improve hazard mitigation	coordinatio	n and comm	nunication wi	th federal, s	tate, loca	al, and tribal go	vernmen	its.			_	
Objective 4.A: Establish and maintain close v	vorking relatio	nships with stat	e agencies, local	and tribal gove	rnments.							
Continue to participate in regional hazard mitigation activities as a member of the San Diego County	0	0	1	1	1	0	0	1	1	1	6	

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Unified Disaster Council.											
Continue to maintain good working relationships with the San Diego County Water Authority and neighboring water agencies.	0	0	1	1	1	0	0	1	1	1	6
Continue to maintain good working relationships with the American Red Cross, the Salvation Army, local churches, and other agencies that provide for public assistance and training.	0	0	1	1	1	0	0	1	1	1	6
Continue to provide storage of several disaster caches belonging to the American Red Cross.	1	0	1	1	1	0	0	1	1	1	7
Objective 4.B: Encourage other organizations to incorporate hazard mitigation activities.											
Continue to assist local entities, such as the Escondido Union Elementary School District, the Escondido Union High School District, Palomar Medical Center and others, in developing plans for hazard mitigation and disaster preparedness.	0	0	1	1	1	0	0	1	1	1	6
Goal 10: Develop plan and resource	es to assist	residents an	d businesses	to plan for a	and redu	ce health risks	associate	d with Extreme	Heat events		
Objective 10.A: Develop Plan for the City to r	espond to an	extreme heat ev	vent early.								
Develop an extreme heat plan that identifies the conditions conducive to an extreme heat event and when to notify residents and	1	0	1	1	1	0	0	1	1	1	7

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Develop an extreme heat plan that identifies cool zones, communication methods, transportation, and other public resources to assist residents needing to escape extreme heat. The plan should include how to identify and check the City's at-risk population.	1	0	1	1	1	0	0	1	1	1	7	
Structure and Infrastructure Project	ts											
Goal 5: Reduce the possibility of damage and losses to existing assets, particularly people, critical facilities/infrastructure and City-owned facilities, due to floods and extreme weather.												
Objective 5.A: Ensure new development is p	roperly locate	d and condition	ed to avoid flood	ing.								
Continue to ensure finish floor elevations of new development are at least one foot above the 100-year flood plain.	0	1	1	1	1	0	0	1	1	1	7	
Continue to require drainage studies for major projects to ensure adequate measures are incorporated and that they do not adversely affect downstream or other surrounding properties.	0	1	1	1	1	1	0	1	1	1	8	
Continue to periodically evaluate drainage fees to ensure new development pays their fair share for offsite improvements.	0	0	1	1	1	0	0	1	1	1	6	
Continue to limit uses in floodways to those tolerant of occasional flooding, including but not limited to agriculture, outdoor recreation, and natural resource areas.	1	1	1	1	1	0	0	1	1	1	8	
Continue to design new critical facilities to minimize potential flood damage. Such facilities	1	1	1	1	1	0	0	1	1	1	8	

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include those that provide emergency response like hospitals, fire stations, police stations, civil defense headquarters, utility lifelines, ambulance services, and sewer treatment plants. Such facilities also include those that do not provide emergency response but attract large numbers of people, such as schools, theaters, and other public assembly facilities with capacities greater than 100 persons. Objective 5.B: Protect existing assets with the highest relative vulnerability to the effects of floods within the 100-year floodplain and extreme weather. Continue to require Development Agreements for new projects within the North Broadway critical 0 0 7 1 1 1 1 0 1 1 1 infrastructure deficiency areas to secure necessary flood control measures. Continue to maintain flood control channels and storm drains, in accordance with habitat 0 preservation policies, through 1 0 1 1 8 1 1 1 1 1 periodic dredging, repair, desilting, and clearing to prevent any loss in their effective use. Continue to identify and prioritize 0 0 0 0 1 1 1 1 1 1 6 flood control projects in the CIP. Continue to pursue available grant 0 0 1 0 0 1 1 1 1 1 6 funds for flood control projects. Continue to participate in the National Flood Insurance Program and requirement to review 0 0 1 1 1 0 0 1 1 1 6 applications for conformance with NFIP standards.

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Continue to provide public support by maintaining supplies of sand and sandbags to mitigate flooding.	0	1	1	1	1	0	0	1	1	1	7				
Continue to provide barricades to identify flooded areas.	0	0	1	1	1	0	0	1	1	1	6				
Objective 5.C: Minimize repetitive losses cau	Objective 5.C: Minimize repetitive losses caused by flooding and severe weather														
Continue preventative maintenance and inspection of floodway structures, storm drains, etc. consistent with applicable regulations.	0	0	1	1	1	0	0	1	1	1	6				
Continue to improve drainage courses in an environmentally sensitive manner to eliminate repetitive events (e.g. Spruce Street Channel Improvement Project).	0	0	1	1	1	1	0	1	1	1	7				
Continue implementing programs required by the Regional Water Quality Control Board to encourage and require pollution prevention Best Management Practices on public and private properties.	0	0	1	1	1	0	0	1	1	1	6				
Continue to improve road flooding problems by constructing permanent drainage structures as approved and funded in the City's Capital Improvement (CIP) Budget.	0	0	1	1	1	0	0	1	1	1	6				
Objective 5.D: Develop a comprehensive app	proach to redu	cing the possibi	lity of damage ar	nd losses due to	floods and	severe weather									
Continue to ensure that existing and new storm drain and street capacities are adequate to manage a 100-year flood event.	0	1	1	1	1	0	0	1	1	1	7				

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Continue to ensure that new															
construction projects include surface drainage management that will preserve the integrity of the facility and public infrastructure.	0	1	1	1	1	0	0	1	1	1	7				
Objective 5.E: Coordinate with and support	Objective 5.E: Coordinate with and support existing efforts to mitigate severe weather (e.g., National Weather Service).														
Continue to participate in regional weather briefings.															
Objective 5.F: Infrastructure improvements	Objective 5.F: Infrastructure improvements for flood zone mitigation														
Protect residential, commercial, and industrial properties. Storm drains are undersized in the flood zone areas. Review new hydro reports, design for upsizing pipes, construction of infrastructures.	0	1	1	1	1	0	0	1	1	1	7				
Objective 6.A: Develop a comprehensive app		cing the possibil	ity of damage ar	nd losses due to	wildfires ir	new developmen	t.								
Continue to require the application of California Fire Code Article 86, pertaining to Fire Protection Plans (FPP) in all Wildland-Urban															

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analysis.											
Continue to require secondary, emergency access and egress when streets exceed specified lengths or present other issues as identified during the project	1	0	1	1	1	0	0	1	1	1	7
review process.											
Continue to ensure that street widths, paving, and grades can accommodate emergency vehicles. Also continue to require vegetation management on all street segments without improved lots. Also, continue to require enhanced construction for certain structures in all WUI areas.	0	1	1	1	1	0	0	1	1	1	7
Continue to require defined defensible space around all habitable structures in WUI areas.	1	1	1	1	1	0	0	1	1	1	8
Continue to regulate and apply Wildland Urban Interface (WUI) codes and standards associated with the construction of buildings in wildfire prone areas.	0	1	1	1	1	0	0	1	1	1	7
Objective 6.B: Protect existing assets with th	e highest rela	tive vulnerability	to the effects o	f wildfires.							
Continue proactive enforcement of City's weed abatement ordinance to facilitate the removal of annual weeds/vegetation or habitat, placing existing properties in a fire safe condition.	0	1	1	1	1	1	0	1	1	1	8
Continue to maintain and update existing wildland pre-fire plans for neighborhoods adjacent to WUI areas.	0	0	1	1	1	0	0	1	1	1	6

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Ensure the City's Multiple Habitat Conservation Plan (MHCP) Subarea Plan maintains current allowances for the removal of habitat as may be necessary to protect existing structures.	0	1	1	1	1	1	0	1	1	1	8		
Continue partnership with State Fish & Wildlife to mitigate exposure of protected habitat areas.													
Objective 6.C: Coordinate with and support existing efforts to mitigate wildfire hazards (e.g., US Forest Service, Bureau of Land Management).													
Ensure the City's MHCP Sub-area Plan incorporates current fire protection measures and implement fire protection measures in Daley Ranch, consistent with the existing Conservation Agreement and the Daley Ranch Master Plan.	0	1	1	1	1	1	0	1	1	1	8		
Continue to participate in the California Fire Master Mutual Aid Agreement, the San Diego County Fire Master Mutual Aid Agreement, and the North Zone Automatic Aid Agreement.	1	1	1	1	1	0	0	1	1	1	8		
Objective 6.D: Maintain adequate emergence	y response cap	pability.											
Continue to evaluate service level impacts and needs as part of the review of major projects.	0	0	1	1	1	0	0	1	1	1	6		
Continue to plan for additional reserve equipment and staff during emergencies to supplement potential need for additional fire resources (i.e. surge capacity).	1	1	1	1	1	0	0	1	1	1	8		
Continue to staff and maintain Cal	0	1	1	1	1	0	0	1	1	1	7		

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OES Type 3 and Type 6 brush engine.											
Goal 7: Reduce the possibility of da  Objective 7.A: Develop a comprehensive app							/infrastru	cture and City-	owned facili	ties, due to d	am failure.
Continue to design new critical facilities to minimize potential damage due to dam failure. Such facilities include those that provide emergency response like hospitals, fire stations, police stations, civil defense headquarters, utility lifelines, ambulance services, and sewer treatment plants. Such facilities also include those that do not provide emergency response but attract large numbers of people, such as schools, theatres, and other public assembly facilities with capacities greater than 100 persons.	1	1	1	1	1	0	0	1	1	1	8
Continue annual inspections of Wohlford Dam by the State of California Division of Safety of Dams.	0	0	1	1	1	0	0	1	1	1	6
Continue to gather weekly well readings at Wohlford Dam and piezometer readings at Dixon Dam. Continue to send annual reports of these readings to the State of California Division of Safety of Dams.	0	0	1	1	1	0	0	1	1	1	6
Continue to maintain an updated Wohlford Dam emergency Action Plan.	0	0	1	1	1	0	0	1	1	1	6

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Objective 7.B: Protect existing assets with th	e highest relat	tive vulnerability	to the effects o	f dam failure.									
Continue to conduct a table top drill and a functional exercise of the Wohlford Dam Emergency Action Plan.	0	0	1	1	1	0	0	1	1	1	6		
Continue to annually exercise the Wohlford Dam Emergency Action Plan telephone tree.	1	1	1	1	1	0	0	1	1	1	8		
Develop timeframes and funding mechanism for the ultimate replacement or renovation of the Dixon and Wohlford dams.	1	1	1	1	1	0	0	1	1	1	8		
Objective 6.D: Maintain adequate emergenc	y response ca <sub>l</sub>	oability.											
Continue to ensure that critical facilities and structures including emergency communication facilities are above the dam failure inundation zone.	1	1	1	1	1	0	0	1	1	1	8		
Continue to inspect the 100-year flood channel to ensure integrity and unobstructed flow.	1	1	1	1	1	0	0	1	1	1	8		
hazards.	Goal 8: Reduce the possibility of damage and losses to existing assets, particularly people, critical facilities/infrastructure and City-owned facilities, due to geological												
Continue to require soil reports and implement its recommendations for projects in identified areas where liquefaction or other soil issues exist.	1	1	1	1	1	0	0	1	1	1	8		
Continue to review all new construction to ensure conformance with seismic requirements specified in the California Building Code and the	1	1	1	1	1	0	0	1	1	1	8		

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California Residential Code.											
Continue to prohibit development in areas with slopes over 35%.	1	1	1	1	1	0	0	1	1	1	8
Continue to require a preliminary soil report and a report of satisfactory placement of fill prepared by a licensed civil engineer for all buildings and structures supported on fill.	1	1	1	1	1	0	0	1	1	1	8
Continue to require a preliminary soil report prepared by a civil engineer licensed in the State of California whenever expansive soil is present.	1	1	1	1	1	0	0	1	1	1	8
Observe and apply measures to reduce seismic structural risk through building and construction codes.	1	1	1	1	1	0	0	1	1	1	8
Objective 8.B: Protect existing assets with the	ne highest relat	ive vulnerability	to the effects o	f geological haza	ırds.						
Continue to maintain an updated inventory of un-reinforced masonry buildings, educate property owners about the potential safety risks of unreinforced masonry buildings, and identify low-cost options to retrofit unreinforced masonry buildings.	1	1	1	1	1	0	0	1	1	1	8
Continue to require seismic retrofits for major renovations in accordance with Historic and Building Code provisions.	1	1	1	1	1	0	0	1	1	1	8
Continue to provide a building inspection and code enforcement program to ensure compliance	1	1	1	1	1	0	0	1	1	1	8

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with codes and ordinances.		1		I	<u> </u>		l		1	1	
with codes and ordinances.											
Goal 9: Prepare for future droughts	by maxim	izing water r	esource and	public educa	tion.						
Objective 9A: Maximize efficiency of available	e water resou	irces									
Participate in programs that provide rebates for water efficient cools (irrigation controllers, toilets, etc.)	0	0	1	1	1	0	0	1	1	1	6
Use results of the annual Water Loss Audit to determine approach to reducing water loss throughout the distribution system.	0	0	1	1	1	0	0	1	1	1	6
Objective 9B: Educate the community on the	ir role to cons	serve water	•	<b>'</b>			<b>'</b>				
Promote classes, workshops, and on-line resources to the public through various means described in the Urban Water Management Plan.	0	0	1	1	1	0	0	1	1	1	6
Objective 9C: Prepare for drought in advance	2										
Have drought action plans approved by City Council so drought response can happen quickly.	1	1	1	1	1	0	0	1	1	1	8
Natural Systems Protection											
The City of Escondido has no mitigation actions related to Natural Systems Protection											
Education and Awareness Programs											
Goal 2: Increase public understandi	Goal 2: Increase public understanding, support, and demand for hazard mitigation										

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Objective 2.A: Educate the public to increase	e awareness of	hazards and op	portunities for n	nitigation action	s.						
Continue to assist local mobile home parks with their community preparedness plans, including presentations at meetings of park residents.	1	1	1	1	1	0	0	1	1	1	8
Continue to offer hazard awareness and mitigation displays at bi-annual Community Street Fairs, fire station open houses, in library display cases, at health fairs, and other venues.	1	0	1	1	1	0	0	1	1	1	7
Continue to utilize the Community Emergency Response Team (C.E.R.T.) as a venue for teaching fire and life safety awareness and preparedness measures.	1	1	1	1	1	0	0	1	1	1	8
Continue to use the Fire Department website as a resource for public use to include mitigation methods for a variety of hazards.	1	1	1	1	1	0	0	1	1	1	8
Objective 2.B: Promote partnerships between	Objective 2.B: Promote partnerships between the state, county, and local governments to identify, prioritize, and implement mitigation actions.										
Continue to use and expand the number of links on Fire Department website to state, county, and federal website hazard mitigation resources.	0	0	1	1	1	0	0	1	1	1	6
Continue to maintain communications with County OES in order to address potential hazard situations from a public education perspective.	0	0	1	1	1	0	0	1	1	1	6
Continue to maintain partnership with County OES in mitigation actions related to C.E.R.T., Disaster	0	0	1	1	1	0	0	1	1	1	6

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Service Workers Programs, and											
Emergency Management											
Preparedness Programs.											
Objective 2.C: Promote hazard mitigation in	the business c	ommunity.									
Continue to utilize the Fire											
Department's fire prevention											
inspection program to educate	1	1	1	1	1	0	0	1	1	1	8
business owners and managers											
regarding hazard mitigation.											
Continue to offer Fire Safety in the											
Workplace/Fire Extinguisher	1	1	1	1	1	0	0	1	1	0	8
Training to businesses.											
Objective 2.D: Discourage activities that exacerbate hazardous conditions.											
Continue to partner with County											
OES in the development of Public											
Service Announcements related to	1	0	1	1	1	0	0	1	1	0	6
mitigation of hazardous conditions											
and corrections.											

### **6.2.** Mitigation Action Implementation

A mitigation action is a specific action, project, activity, or process taken to reduce or eliminate long-term risk to people and property from hazards and their impacts. Implementing mitigation actions helps achieve the plan's mission and goals. The actions to reduce vulnerability to threats and hazards form the core of the plan and are a key outcome of the planning process. This annex details the following mitigation action implementations:

#### The City of Escondido developed the following 10 Goals for their Hazard Mitigation Plan:

Jurisdiction:	City of Escondido
Goal:	Promote disaster-resistant future development.
Background/Issue:	The City of Escondido works to maintain constructions standards to mitigate damage to person and property due to natural hazards.
Hazard Mitigated:	Earthquake, Flooding or Dam Failure
Ideas for Integration:	Objective 1.A: Implement zoning ordinances that limit development in hazard areas.
	<b>ACTION 1:</b> Continue to apply slope variable density requirements and restrict development on slopes in excess of 35% and in floodways.
	<b>ACTION 2:</b> Continue to limit the number of units in areas beyond adopted emergency response times.
	Objective 1.B: Encourage and facilitate the adoption of building codes that protect renovated existing assets and new development in hazard areas.
	<b>ACTION 1:</b> Continue to require that building pad elevations be increased for new construction and substantial modifications in Dam Failure inundation areas.
	<b>ACTION 2:</b> Continue to require the application of building codes that address earthquake design requirements.
	<b>ACTION 3:</b> Continue to obtain U.S. Army Corps of Engineers approval of construction in flood sensitive areas.
	<b>ACTION 4:</b> Continue to update the Grading Ordinance as necessary to comply with new technologies, regulations, and practices.
	ACTION 5: Continue to utilize current Standard Specifications for Public Works Construction and the regional Amendments, which encourage materials and practices that resist failure.
	Objective 1.C: Consistently enforce provisions of general plans, zoning ordinances, and building codes.
	<b>ACTION 1:</b> Continue aggressive enforcement to ensure all projects are properly permitted and inspected to document compliance with all city standards.
	Objective 1.D: Discourage future development that exacerbates hazardous conditions.
	ACTION 1: Continue to require minimum brush clearance requirements around new

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	construction.
Responsible Agency:	Community Development, Fire Department, Public Works
Partners:	U.S. Army Corps of Engineers, FEMA, State of California
Potential Funding:	General Fund
Cost Estimate:	Staff Time
Benefits: (Losses Avoided)	By requiring infrastructure and building projects to comply with current codes will mitigate future issues resulting from natural hazards.
Timeline:	Ongoing
Priority:	Medium
Worksheet Completed by: (Name/Department)	Jeff Murdock / Emergency Management

Jurisdiction:	City of Escondido
Project Title:	Increase public understanding, support, and demand for effective hazard mitigation.
Background/Issue:	The City of Escondido as the desire to increase public understanding of hazard preparedness and support for effective hazard mitigation planning.
Hazard Mitigated:	Wildland Fire, Earthquake, Flooding or Dam Failure, Drought, Extreme Heat
Ideas for Integration:	Objective 2.A: Educate the public to increase awareness of hazards and opportunities for mitigation actions.
	<b>ACTION 1:</b> Continue to assist local mobile home parks with their community preparedness plans, including presentations at meetings of park residents
	ACTION 2: Continue to offer hazard awareness and mitigation displays at bi-annual Community Street Fairs, fire station open houses, in library display cases, at health fairs, and other venues.
	<b>ACTION 3:</b> Continue to utilize the Community Emergency Response Team (C.E.R.T.) as a venue for teaching fire and life safety awareness and preparedness measures
	<b>ACTION 4:</b> Continue to use the Fire Department website as a resource for public use to include mitigation methods for a variety of hazards.
	Objective 2.B: Promote partnerships between the state, county, and local governments to identify, prioritize, and implement mitigation actions.
	<b>ACTION 1:</b> Continue to use and expand the number of links on Fire Department website to state, county, and federal website hazard mitigation resources.
	<b>ACTION 2:</b> Continue to maintain communications with County OES in order to address potential hazard situations from a public education perspective
	<b>ACTION 3:</b> Continue to maintain partnership with County OES in mitigation actions related to C.E.R.T., Disaster Service Workers Programs, and Emergency Management Preparedness Programs.
	Objective 2.C: Promote hazard mitigation in the business community.
	<b>ACTION 1:</b> Continue to utilize the Fire Department's fire prevention inspection program to educate business owners and managers regarding hazard mitigation.
	<b>ACTION 2:</b> Continue to offer Fire Safety in the Workplace/Fire Extinguisher Training to businesses.
	Objective 2.D: Discourage activities that exacerbate hazardous conditions.
	<b>ACTION 1:</b> Continue to partner with County OES in the development of Public Service Announcements related to mitigation of hazardous conditions and corrections.
Responsible Agency:	Fire Department and Communications Department
Partners:	Escondido CERT, Escondido Library, County of San Diego Office of Emergency Services, San Diego Gas and Electric and the American Red Cross.
Potential Funding:	General Fund, County of San Diego Office of Emergency Services, Escondido Community Foundation and San Diego Gas and Electric

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Cost Estimate:	Total Cost Undetermined
Benefits: (Losses	Increasing public awareness and providing basic training will make city residents more
Avoided)	resilient to disaster and partners in mitigation efforts.
Timeline:	Ongoing
Priority:	Medium
Worksheet Completed by:	Jeff Murdock / Emergency Management

Jurisdiction:	City of Escondido
Goal:	Build and support local capacity and commitment to continuously become less vulnerable to hazards.
Background/Issue:	The City of Escondido works with Federal, State, County and other local officials to understand and implement new legislation. The City also conducts drills with these agencies to establish relations and process to respond better to local hazards.
Hazard Mitigated:	Wildland Fire, Earthquake, Drought, Flooding or Dam Failure
Ideas for Integration:	Objective 3.A: Increase awareness and knowledge of hazard mitigation principles and practices among state and local officials.
	<b>ACTION 1:</b> Continue periodic updates of local building codes, public works construction codes, zoning and grading ordinances to reflect legislative changes.
	<b>ACTION 2:</b> Continue to assess and mitigate potentially significant hazards as part of the required environmental review process.
	ACTION 3: Continue to conduct Emergency Operations Center training.
Responsible Agency:	City of Escondido – Community Development, Public Works, Utilities, Fire, Emergency Management and Police
Partners:	CAL OES, CAL FIRE, San Diego County Office of Emergency Services, other local jurisdictions, San Diego Gas and Electric, State Fish and Game, American Red Cross and local school districts
Potential Funding:	General Fund
Cost Estimate:	Staff Time
Benefits: (Losses Avoided)	Develop relationships and understanding the responsibilities and procedures of other partners will expedite the disaster response and reduce the loss of life and property.
Timeline:	Ongoing
Priority:	Medium
Worksheet Completed by: (Name/Department)	Jeff Murdock / Emergency Management

Jurisdiction:	City of Escondido
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Goal:	Improve hazard mitigation coordination and communication with federal, state, local, and tribal governments.
Background/Issue:	To effectively develop hazard mitigation efforts for the City of Escondido, the city must also work with other agencies that have activities that impact the city.
Hazard Mitigated:	Wildland Fire, Drought, Earthquake, Flooding or Dam Failure
Ideas for Integration:	Objective 4.A: Establish and maintain close working relationships with state agencies, local and tribal governments.
	<b>ACTION 1:</b> Continue to participate in regional hazard mitigation activities as a member of the San Diego County Unified Disaster Council.
	<b>ACTION 1:</b> Continue to maintain good working relationships with the San Diego County Water Authority and neighboring water agencies.
	<b>ACTION 1:</b> Continue to maintain good working relationships with the American Red Cross, the Salvation Army, local churches, and other agencies that provide for public assistance and training.
	<b>ACTION 1:</b> Continue to provide storage of several disaster caches belonging to the American Red Cross.
	Objective 4.B: Encourage other organizations to incorporate hazard mitigation activities.
	<b>ACTION 1:</b> Continue to assist local entities, such as the Escondido Union Elementary School District, the Escondido Union High School District, Palomar Medical Center and others, in developing plans for hazard mitigation and disaster preparedness.
Responsible Agency:	City of Escondido – Fire, Community Development, Utilities Department, Public Works, Emergency Management
Partners:	Water Districts, Faith Based Organizations, Red Cross, Schools, Medical Facilities, volunteer disaster organizations, San Diego County and other local agencies. This includes placing disaster response resources around the city.
Potential Funding:	General Fund, State and County Grants
Cost Estimate:	Staff Time
Benefits: (Losses Avoided)	Developing relationships and understanding the responsibilities and procedures of other partners will expedite the disaster response and reduce the loss of life and property.
Timeline:	Ongoing
Priority:	Medium
Worksheet Completed by: (Name/Department)	Jeff Murdock / Emergency Manager

Jurisdiction:	City of Escondido
Goal:	Reduce the possibility of damage and losses to existing assets, particularly people, critical facilities/infrastructure, and City-owned facilities, due to floods and extreme weather.
Background/Issue:	The City of Escondido has the potential for severe flooding.
Hazard Mitigated:	Flooding or Dam Failure, Extreme Heat, Drought
Ideas for Integration:	Objective 5.A: Ensure new development is properly located and conditioned to avoid flooding.
	<b>ACTION 1:</b> Continue to ensure finish floor elevations of new development are at least one foot above the 100-year flood plain.
	<b>ACTION 2:</b> Continue to require drainage studies for major projects to ensure adequate measures are incorporated and that they do not adversely affect downstream or other surrounding properties.
	<b>ACTION 3:</b> Continue to periodically evaluate drainage fees to ensure new development pays their fair share for offsite improvements.
	<b>ACTION 4:</b> Continue to limit uses in floodways to those tolerant of occasional flooding, including but not limited to agriculture, outdoor recreation, and natural resource areas.
	ACTION 5: Continue to design new critical facilities to minimize potential flood damage. Such facilities include those that provide emergency response like hospitals, fire stations, police stations, civil defense headquarters, utility lifelines, ambulance services, and sewer treatment plants. Such facilities also include those that do not provide emergency response but attract large numbers of people, such as schools, theaters, and other public assembly facilities with capacities greater than 100 persons.
	Objective 5.B: Protect existing assets with the highest relative vulnerability to the effects of floods within the 100-year floodplain and extreme weather.
	<b>ACTION 1:</b> Continue to require Development Agreements for new projects within the North Broadway critical infrastructure deficiency areas to secure necessary flood control measures.
	<b>ACTION 2:</b> Continue to maintain flood control channels and storm drains, in accordance with habitat preservation policies, through periodic dredging, repair, de-silting, and clearing to prevent any loss in their effective use.
	ACTION 3: Continue to identify and prioritize flood control projects in the CIP.
	ACTION 4: Continue to pursue available grant funds for flood control projects.
	<b>ACTION 5:</b> Continue to participate in the National Flood Insurance Program and requirement to review applications for conformance with NFIP standards.
	ACTION 6: Continue to provide public support by maintaining supplies of sand and sandbags to mitigate flooding
	ACTION 7: Continue to provide barricades to identify flooded areas.

	Objective 5.C: Minimize repetitive losses caused by flooding and severe weather
	<b>ACTION 1:</b> Continue preventative maintenance and inspection of floodway structures, storm drains, etc. consistent with applicable regulations.
	<b>ACTION 2:</b> Continue to improve drainage courses in an environmentally sensitive manner to eliminate repetitive events (e.g. Spruce Street Channel Improvement Project).
	ACTION 3: Continue implementing programs required by the Regional Water Quality Control Board to encourage and require pollution prevention Best Management Practices on public and private properties
	<b>ACTION 4:</b> Continue to improve road flooding problems by constructing permanent drainage structures as approved and funded in the City's Capital Improvement (CIP) Budget.
	Objective 5.D: Develop a comprehensive approach to reducing the possibility of damage and losses due to floods and severe weather
	<b>ACTION 1:</b> Continue to ensure that existing and new storm drain and street capacities are adequate to manage a 100-year flood event.
	ACTION 2: Continue to ensure that new construction projects include surface drainage management that will preserve the integrity of the facility and public infrastructure
	Objective 5.E: Coordinate with and support existing efforts to mitigate severe weather (e.g., National Weather Service).
	ACTION 1: Continue to participate in regional weather briefings.
	Objective 5.F: Infrastructure improvements for flood zone mitigation
	<b>ACTION 1:</b> Protect residential, commercial, and industrial properties. Storm drains are undersized in the flood zone areas. Review new hydro reports, design for upsizing pipes, construction of infrastructures
Responsible Agency:	Community Development, Engineering, Utilities, Public Works
Partners:	Army Corps of Engineers, EPA, FEMA, State, CAL OES
Potential Funding:	General Fund, Capital Improvement Funds (CIP), FEMA State
Cost Estimate:	Total cost is undetermined given the number of possible projects. Prioritized Action Item #3 is estimated at \$34,000,000
Benefits: (Losses Avoided)	Reduced loss of live and property due to flooding.
Timeline:	Ongoing Prioritized Action Item #3: 3-5 years
Priority:	Moderately High
Worksheet Completed by: (Name/Department)	Jeff Murdock / Emergency Management

Jurisdiction:	City of Escondido	
Goal:	Reduce the possibility of damage and losses to existing assets, particularly people, critical facilities/infrastructure, and City-owned facilities, due to wildfires.	
Background/Issue:	Due to the Wildland Urban Interface areas surrounding and within the City of the Escondido, he potential for a wildfire is high in the area. The City of Escondido has also been impacted by major wildland fires over the last 20 years (2003, 2007, 2014).	
Hazard Mitigated:	Wildland Fire	
Ideas for Integration:	Objective 6.A: Develop a comprehensive approach to reducing the possibility of damage and losses due to wildfires in new development.	
	ACTION 1: Continue to require the application of California Fire Code Article 86, pertaining to Fire Protection Plans (FPP) in all Wildland-Urban Interface (WUI) areas. The FPP will provide for 100' of vegetation management (per CA Government Code 51182 and the MOU between the U.S. Fish and Wildlife Service, Calif. Department of Fish and Game, CAL FIRE, and the San Diego County Fire Chiefs Association) around all new structures or require equivalent construction methods as determined by a technical fire analysis.	
	<b>ACTION 2:</b> Continue to require secondary, emergency access and egress when streets exceed specified lengths or present other issues as identified during the project review process.	
	ACTION 3: Continue to ensure that street widths, paving, and grades can accommodate emergency vehicles. Also continue to require vegetation management on all street segments without improved lots. Also, continue to require enhanced construction for certain structures in all WUI areas.	
	ACTION 4: Continue to require defined defensible space around all habitable structures in WUI areas.	
	ACTION 5: Continue to regulate and apply Wildland Urban Interface (WUI) codes and standards associated with the construction of buildings in wildfire prone areas.	
	Objective 6.B: Protect existing assets with the highest relative vulnerability to the effects of wildfires	
	<b>ACTION 1:</b> Continue proactive enforcement of City's weed abatement ordinance to facilitate the removal of annual weeds/vegetation or habitat, placing existing properties in a fire safe condition.	
	ACTION 2: Ensure the City's Multiple Habitat Conservation Plan (MHCP) Sub-area Plan maintains current allowances for the removal of habitat as may be necessary to protect existing structures. Continue partnership with State Fish & Wildlife to mitigate exposure of protected habitat areas.	
	Objective 6.C: Coordinate with and support existing efforts to mitigate wildfire hazards (e.g., US Forest Service, Bureau of Land Management).	
	<b>ACTION 1:</b> Ensure the City's MHCP Sub-area Plan incorporates current fire protection measures and implement fire protection measures in Daley Ranch, consistent with the existing Conservation Agreement and the Daley Ranch Master Plan.	
	ACTION 2: Continue to participate in the California Fire Master Mutual Aid Agreement, the	

	San Diego County Fire Master Mutual Aid Agreement, and the North Zone Automatic Aid Agreement, the California Fire Assistance Agreement through the Cal OES Fire and Rescu Branch.	
	Objective 6.D: Maintain adequate emergency response capability.	
	<b>ACTION 1:</b> Continue to evaluate service level impacts and needs as part of the review of major projects.	
	<b>ACTION 2:</b> Continue to plan for additional reserve equipment and staff during emergencies to supplement potential need for additional fire resources (i.e. surge capacity).	
	ACTION 3: Continue to staff and maintain Cal OES Type 3 and Type 6 brush engine.	
Responsible Agency:	City of Escondido – Fire Department, Community Development, City Manager's Office	
Partners:	CAL FIRE, CAL OES, San Diego Gas and Electric, County Fire Authority and Local Fire Departments	
Potential Funding:	General fund, CAL FIRE, CAL OES, State	
Cost Estimate:	Staff Time	
Benefits: (Losses Avoided)	Protection of life, property, and infrastructure	
Timeline:	On-going	
Priority:	High	
Worksheet Completed by: (Name/Department)	La Vona Koretke / Fire Department	

Jurisdiction:	City of Escondido	
Goal:	Reduce the possibility of damage and losses to existing assets, particularly people, critical facilities/infrastructure, and City-owned facilities, due to dam failure	
Background/Issue:	A portion of the Lake Wohlford Dam has been determined to have the potential to liquify and fail in the event of a large earthquake with a magnitude greater than 7.5. Additional Mitigation is also required for the City's second dam (Dixon Dam).	
Hazard Mitigated:	Dam Failure	
Ideas for Integration:	Objective 7.A: Develop a comprehensive approach to reducing the possibility of damage and losses due to dam failure.	
	Action 1: Continue to design new critical facilities to minimize potential damage due to dam failure. Such facilities include those that provide emergency response like hospitals, fire stations, police stations, civil defense headquarters, utility lifelines, ambulance services, and sewer treatment plants. Such facilities also include those that do not provide emergency response but attract large numbers of people, such as schools, theatres, and other public assembly facilities with capacities greater than 100 persons.	
	<b>Action 2:</b> Continue annual inspections of Wohlford Dam by the State of California Division of Safety of Dams.	
	Action 3: Continue to gather weekly well readings at Wohlford Dam and piezometer readings at Dixon Dam. Continue to send annual reports of these readings to the State of California Division of Safety of Dams.	
	Action 4: Continue to maintain an updated Wohlford Dam emergency Action Plan.	
	<b>Objective 7.B:</b> Protect existing assets with the highest relative vulnerability to the effects of dam failure.	
	Action 1: Continue to conduct a table top drill and a functional exercise of the Wohlford Dam Emergency Action Plan	
	Action2: Continue to annually exercise the Wohlford Dam Emergency Action Plan telephone tree.	
	Objective 7.C: Minimize the risk of hazards associated with dam failure.	
	<b>Action 1:</b> Develop timeframes and funding mechanism for the ultimate replacement or renovation of the Dixon and Wohlford dams.	
	Action 2: Continue to ensure that critical facilities and structures including emergency communication facilities are above the dam failure inundation zone.	
	Action 3: Continue to inspect the 100-year flood channel to ensure integrity and unobstructed flow.	
Responsible Agency:	City of Escondido - Utilities	
Partners:	State of California Division of Safety of Dams San Diego County OES California OES	

Potential Funding:	FEMA EPA State of California California OES
Cost Estimate:	The total project cost for the replacement of the Lake Wohlford Dam is currently estimated to be approximately \$132.9 Million.
Benefits: (Losses Avoided)	Avoid loss of life and property due to dam failure
Timeline:	Current timeline for the replacement of Lake Wohlford Dam is estimated to be approximately 6 years.
Priority:	Extremely high
Worksheet Completed by: (Name/Department)	Angela Morrow/Utilities

Jurisdiction:	City of Escondido	
Goal:	Reduce the possibility of damage and losses to existing assets, particularly people, critical facilities/infrastructure, and City-owned facilities, due to geological hazards.	
Background/Issue:	While severe property damage to modern buildings due to an earthquake is may be unlikely per the USGS, landslides, liquid fraction and structural damage to older buildings is possible.	
Hazard Mitigated:	Earthquake	
Ideas for Integration:	Objective 8.A: Develop a comprehensive approach to reducing the possibility of damage and losses due to geological hazards.	
	ACTION 1: Continue to require soil reports and implement its recommendations for projects in identified areas where liquefaction or other soil issues exist.	
	ACTION 2: Continue to review all new construction to ensure conformance with seismic requirements specified in the California Building Code and the California Residential Code.	
	ACTION 3: Continue to prohibit development in areas with slopes over 35%.	
	<b>ACTION 4:</b> Continue to require a preliminary soil report and a report of satisfactory placement of fill prepared by a licensed civil engineer for all buildings and structures supported on fill.	
	ACTION 5: Continue to require a preliminary soil report prepared by a civil engineer licensed in the State of California whenever expansive soil is present.	
	<b>ACTION 6:</b> Observe and apply measures to reduce seismic structural risk through building and construction codes.	
	Objective 8.B: Protect existing assets with the highest relative vulnerability to the effects of geological hazards.	
	ACTION 1: Continue to maintain an updated inventory of un-reinforced masonry buildings, educate property owners about the potential safety risks of unreinforced masonry buildings, and identify low cost options to retrofit unreinforced masonry buildings.	
	<b>ACTION 2:</b> Continue to require seismic retrofits for major renovations in accordance with Historic and Building Code provisions.	
	ACTION 3: Continue to provide a building inspection and code enforcement program to ensure compliance with codes and ordinances.	
Responsible Agency:	City of Escondido – Fire, Community Development, Utilities, Engineering and City Manager's Office	
Partners:	Army Corps of Engineers, Cal OES, USGS, California Geological Society, San Diego County	
Potential Funding:	General Fund, Capital Improvement Projects (CIP), FEMA, State	

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Undetermined given the number of potential projects Cost Estimate: Prevention of loss of life and property due to geological hazards. Benefits: (Losses Avoided) Timeline: Ongoing High Priority: Worksheet Completed by: Jeff Murdock / Emergency Management

Jurisdiction:	City of Escondido	
Goal:	Prepare for future droughts by maximizing water resource and public education	
Background/Issue:	The City of Escondido is located in an arid climate with unpredictable weather patterns year over year. The majority of its water supplies come from areas of California with similar situations.	
Hazard Mitigated:	Drought	
Ideas for Integration:	Objective 1 – maximize efficiency of available water resources  1.1 - Participate in programs that provide rebates for water efficient tools (irrigation controllers, toilets, etc.)  1.1 - Use results of the annual Water Loss Audit to determine approach to reducing water loss throughout the distribution system	
	Objective 2 – Educate the community on their role 2.1 - Promote classes, workshops and on-line resources to the public through various means described in the Urban Water Management Plan	
	Objective 3 – prepare for drought in advance 3.1 – Have drought action plans approved by City Council so drought response can happen quickly	
Responsible Agency:	City of Escondido	
Partners:	San Diego County Water Authority (SDCWA) – wholesaler; other water districts with customers within COE boundaries, including Rincon, Vallecitos and Vista Irrigation District	
Potential Funding:	General Fund	
Cost Estimate:	Staff time	
Benefits: (Losses Avoided)	Help extend existing reserves for the uncertain future	
Timeline:	Can be initiated as needed, or as required by others, such as State of California or wholesaler providers.	
Priority:	Moderately High	
Worksheet Completed by:	Reed Harlan/Utilities	

Jurisdiction:	City of Escondido	
Goal:	Develop plan and resources to assist residents and businesses to plan for and reduce health risks associated with Extreme Heat events within 3 years.	
Background/Issue:	While the city has established 3 cool zones for extreme heat events, the City does not have a plan that defines what constitutes an extreme heat event, how to notify residents, or to check on at-risk populations.	
Hazard Mitigated:	Extreme Heat	
Ideas for Integration:		
	Objective 10A: Develop Plan for the City to respond to an extreme heat event early.	
	Action: Develop an extreme heat plan that identifies the conditions conducive to an extreme heat event and when to notify residents and businesses that an extreme heat event is imminent.	
	Objective 10.B: Identify public resources to assist those suffering from the heat  Action: Develop an extreme heat plan that identifies cool zones, communication methods, transportation, and other public resources to assist residents needing to escape extreme heat. The plan should include how to identify and check the City's at-risk population.	
Responsible Agency:	City of Escondido –Emergency Management Department (Lead)	
Partners:	FEMA, NWS, CAL-OES, County of San Diego, faith-based organizations	
Potential Funding:	General Fund	
Cost Estimate:	Staff Time	
Benefits: (Losses Avoided)	With longer extreme heat events, the plan will assist the city with planning and notification leading to fewer heat related medical calls	
Timeline:	3 years	
Priority:	Moderately high	
Worksheet Completed by: (Name/Department)	Jeff Murdock, Emergency Management Department	

#### **SECTION SIX** Develop a Mitigation Strategy

Goals 9 and 10 in the 2018 plan are contained in a "For Official Use Only" document maintained separately from this document. Goals 9 and 10 were for manmade hazards; Hazardous Materials and Terrorism. Over the past 10 years policies and procedures have changed and the objectives and actions of Goals 9 and 10 have been moved to other plans or no longer apply. Therefore, Goals 9 and 10 from the 2018 Hazard Mitigation Plan will be removed from the 2023 Hazard Mitigation Plan and have been replaced with goals for Drought and Extreme Heat hazards. As stated, the following 2018 goals have been removed from the 2023 plan:

Goal 9. Reduce the possibility of damage and losses to existing assets, particularly people, critical facilities/infrastructure, and City owned facilities, due to extremely hazardous materials releases.

Goal 10. Reduce the possibility of damage and losses to existing assets, particularly people, critical facilities/infrastructure, and City owned facilities, due to other manmade hazards.

### 6.3. Prioritization and Implementation of Action Items

Once the comprehensive list of jurisdictional goals, objectives, and action items listed above was developed, the proposed mitigation actions were prioritized. This step resulted in a list of acceptable and realistic actions that address the hazards identified in each jurisdiction.

The Disaster Mitigation Action of 2000 (at 44 CFR Parts 201 and 206) requires the development of an action plan that not only includes prioritized actions but one that includes information on how the prioritized actions will be implemented. Implementation consists of identifying who is responsible for which action, what kind of funding mechanisms and other resources are available or will be pursued, and when the action will be completed.

The prioritized actions below reflect progress in local mitigation efforts as well as changes in development.

The top five prioritized mitigation actions as well as an implementation strategy for each are:

Priority Action Item #1: Ensure the City's Multiple Habitat Conservation Plan (MHCP) Sub-area Plan maintains current allowances for the removal of habitat as may be necessary to protect existing structures.

**Hazard Mitigated:** Wildland Fire **Coordinating Individual/Organization:** Fire Department

**Potential Funding Source:** Local, state or federal resources

Implementation Timeline: Awaiting input from County and State Agencies

2018-2028

Staff Time Cost Estimate: **Potential Funding: General Fund** 

**Responsible Person:** Adam Finestone, City Planner

Priority Action Item #2: Ensure the City's MHCP Sub-area Plan incorporates current fire protection measures and implement fire measures in Daley Ranch, consistent with the existing Conservation Agreement and the Daley Ranch Master Plan.

**Hazard Mitigated:** Wildland Fire **Coordinating Individual/Organization:** Fire Department

**Potential Funding Source:** Local, state or federal resources

**Implementation Timeline:** Awaiting input from County and State Agencies

2018-2028

Staff Time **Cost Estimate:** General Fund **Potential Funding:** 

**Responsible Person:** Adam Finestone, City Planner

#### **SECTION SIX** Develop a Mitigation Strategy

New Action Item: See Worksheet 6.2

Priority Action Item #3: Infrastructure improvements for flood zone mitigation

**Hazard Mitigated:** Flooding or Dam Failure **Coordinating Individual/Organization:** Engineering Department

Potential Funding Source: Local, state or federal resources

**Implementation Timeline:** 2023-2028 (design, construction, and apply for

funding)

**Cost Estimate:** \$34,000,000

Potential Funding: Cal OES, HMGP, DBDG, General Fund, CIP

**Responsible Person:**Jonathan Schauble

**Priority Action Item #4:** Develop timeframes and funding mechanism for the ultimate replacement or renovation of the Dixon and Wohlford Dams.

Hazard Mitigated: Flooding or Dam Failure / Drought / Earthquake

Coordinating Individual/Organization: Utilities Department

Potential Funding Source: Private, local, state or federal resources

**Implementation Timeline:** Start planning/design: 2012

Estimated construction start: late 2023 Estimated construction completion: 2028

Cost Estimate: \$132.9 Million

**Funding Source:** California Proposition 1E grant (secured)

EPA WIFIA Loan (in progress)

Escondido water enterprise CIP fund (existing)

**Responsible Person:** Angela Morrow, Deputy Director of Utilities,

**Construction & Engineering** 

**New Action Item:** See Worksheet 6.2 on page 75

**Priority Action Item #5:** Develop and publish an "Extreme Heat Action Plan" identifying areas (cool

zones, pools, parks) for residents, including the elderly, persons with disabilities, and other at-risk populations during an extreme heat event. The plan will define what constitutes extreme heat in the City of Escondido

and how to message the public.

Hazard Mitigated: Extreme Heat

Coordinating Individual/Organization: Emergency Management Department

Potential Funding Source:General FundImplementation Timeline:2023-2025

Exhibit "A"

### **SECTION SIX** | Develop a Mitigation Strategy

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Cost Estimate:Staff TimeFunding Source:General FundResponsible Person:Jeff Murdock

# 7. SECTION SEVEN: Keeping the Plan Current

Hazard Mitigation Plan updates provide the opportunity to consider how well the procedures established in the previously approved plan worked and revise them as needed. This plan was last updated in 2018.

This section of the 2023 Plan describes the formal process that will ensure The Plan remains an active and relevant document. The plan maintenance process includes a schedule for monitoring and evaluating the Plan annually and producing a plan revision every five years.

Hazard Mitigation Plan maintenance is the process the planning team establishes to track the plan's implementation progress and to inform the plan update. The plan must include a description of the method and schedule for monitoring, evaluating, and updating it within a 5-year cycle. These procedures help to:

- Ensure that the mitigation strategy is implemented according to the plan.
- Provide the foundation for an ongoing mitigation program in your community.
- Standardize long-term monitoring of hazard-related activities.
- Integrate mitigation principles into community officials' daily job responsibilities and department roles.
- Maintain momentum through continued engagement and accountability in the plan's progress.

This annex is part of the most recent *San Diego County Multi-Jurisdictional Hazard Mitigation Plan* update. The plan was last updated in 2018. See the *San Diego County Multi-Jurisdictional Hazard Mitigation Plan* Base Plan for more information.

### **7.1.** Mitigation Action Progress

The previous version of this plan was adopted by the County on February 20, 2018. The Escondido City Council adopted the Escondido Annex on August 8, 2018. Over the past five years a lot of work was put into the replacement of Lake Wohlford dam. Due to a number of delays, our State grant need to be extended and the cost of replacement has increased. The City applied for a BRIC grant, but it was denied. The city has also applied for a EPA WIFIA Loan that is currently pending. Work on the road modifications that will be impacted by the replacement dam has begun and work on the replacement dam is expected to begin in 2023. This replacement dam is important due to the determined earthquake liquefaction danger of the current dam. Failure of the this Extremely High rated dam would cause extreme flooding within the City of Escondido. The dam's water has been lowered to a safe level, however, due to the reduced water capacity of the dam, the city's drought resilience has been greatly reduced. Replacement of Lake Wohlford dam is covered in Priority Action #4

This version of the Multi-Jurisdictional Hazard Mitigation Plan was revised over the past five years to reflect changes in development, progress in local mitigation efforts, and changes in priorities. After reviewing the climate action plan and the progress that has been made through FEMA grants funds on man-mad hazards, the LPG decided to remove two previous plan hazards; Terrorism and Hazardous Materials.

During the period of the previous plan, the City of Escondido adopted a Climate Action Plan on March 10,2022. Two new top hazards, Drought and Extreme Heat, were selected as a result of the new Climate Action Plan and replace Terrorism and Hazardous Materials. All remain Hazard Profiles were researched for more modern content, data, and details.

Two high priority action (**Action #1 and #2**) has been delayed due to other agencies involved in completing these actions. These two actions are still high priorities as they deal with the Wildland Urban Interfaces where structures are threatened due to the proximity of wildland vegetation to structures.

Additionally, a couple of nonhigh-priority actions were closed. **Action Item 6 B.2** and **Action Item 6.A.4** were closed when they were incorporated into the State Fire Code and adapted by the Escondido's City Council.

This plan's Goals, Objectives, and Actions were updated from the last version to reflect current priorities within existing plans such as the City General Plan's Safety Element and the Climate Action Plan.

The 2020 COVID-19 Pandemic negatively affected overall progress on the 2018 plan and actions' progress, but did not negatively impact the community's vulnerability because the plan was created in tandem with existing plans/procedures and thus aided in local government responses and actions to keep communities and assets safe.

Work continued on the replacement of the Lake Wohlford Dam that may be prone to liquefaction in the event of a significant earthquake. This project remains one of Escondido's priority projects and impacts three of our top 5 hazards; Earthquake, Dam Failure/Flooding and Drought.

The following table shows the status of action items and Priority Action Item status since the 2018 Plan:

Action Item	Description	Status
6.A.4	Continue to require residential fire sprinklers.	<b>Project Cancelled</b>
6.B.2	Continue to ensure that all construction materials used during remodeling of structures in WUI areas are compliant with new building and fire codes for fire-resistant construction including possible enhanced construction requirements for certain structures.	Project Cancelled
#1	Ensure the City's Multiple Habitat Conservation Plan (MHCP) Sub-area Plan maintains current allowances for the removal of habitat as may be necessary to protect existing structures.	Project Delayed

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### **SECTION SEVEN** | Keep the Plan Current

#2	Ensure the City's MHCP Sub-area Plan incorporates current fire protection measures and implement fire measure in Daley Ranch, consistent with the existing Conservation Agreement and the Daley Ranch Master Plan.	Project Delayed
#3	Continue involvement in regional collaborative efforts between public and private partners in public education and disaster preparedness campaigns in High Hazard Urban Interface communities.	Project Complete
#4	Develop timeframes and funding mechanism for the ultimate replacement or renovation of the Dixon and Wohlford Dams.	Project on schedule
#5	Limit hazardous materials transportation to hours of less traffic congestion as determined necessary through the environmental and developmental review process.	Project Complete

Below are related progress reports for these five priority mitigation actions (and 2 additional, cancelled actions) listed in the 2018 Plan:

# **Mitigation Action Progress Report Form**

Progress Report Period	From Date: 2018	To Date: 2022
Action/Project Title	Action 6.A.4 - Continue to require residential fire sprinklers	
Responsible Agency	Escondido Fire Department	
Contact Name	La Vona Koretke	
Project Dates	2020	
Project Status	Project canceled, fire sprinklers now required by the State Fire Code.	
Funding Source	General Fund	

## **Summary of Project Progress for this Report Period**

- 1. What was accomplished for this project during this reporting period?

  Residential Fire Sprinklers are now required by the Fire Code.
- 2. What obstacles, problems, or delays did the project encounter?

  None
- 3. If uncompleted, is the project still relevant? Should the project be changed or revised?
- 4. Other comments

This project is cancelled as fire sprinklers are now required by State Fire Code.

# **Mitigation Action Progress Report Form**

Progress Report Period	From Date: 2018	To Date: 2022	
Action/Project Title	Action Item 6 B.2 - Continue to ensure that all construction materials used during remodeling of structures in WUI areas are compliant with new building and fire codes for fire resistant construction including possible enhanced construction requirements for certain structures.		
Responsible Agency	Escondido Fire Department		
Contact Name	La Vona Koretke		
Contact Phone/Email	760-839-5415   Ikoretke@escondido.org		
Project Dates	2020		
Project Status	<b>Project canceled</b> as State fire and building code require all structures under construction comply with fire resistive construction.		
Funding Source	General Fund		

## **Summary of Project Progress for this Report Period**

- What was accomplished for this project during this reporting period?
   Construction Materials are now spelled out in the Building and Fire Codes
- 2. What obstacles, problems, or delays did the project encounter?
- 3. If uncompleted, is the project still relevant? Should the project be changed or revised?
- 4. Other comments

This project is cancelled as state fire and building code require all structures under construction comply with fire resistive construction.

#### Action Item # 1

## **Mitigation Action Progress Report Form**

Progress Report Period	From Date: 2018	To Date: 2022
Action/Project Title	Priority Action Item #1 - Ensure the City's Multiple Habitat Conservation Plan (MHCP) Sub-area Plan maintains current allowances for the removal of habitat as may be necessary to protect existing structures.	
Responsible Agency	City of Escondido Planning Division	
Contact Name	Adam Finestone, City Planner	
Project Dates	2018 - 2028	
Project Status	Project delayed  The agencies developing the main portion of the MHCP plan have had the plan on hold and the City has no control of the timeline. We have been told that the primary agencies (County of SD is the (formal) lead agency, the California Department of Fish and Wildlife and US Fish and Wildlife Service) plan to begin working on the plan soon.	
Funding Source	General Fund	

## **Summary of Project Progress for this Report Period**

- 1. What was accomplished for this project during this reporting period?
  - There was no progress made during this reporting period.
- 2. What obstacles, problems, or delays did the project encounter?
  - The primary agencies responsible for the main portion of the plan have delayed the project, but are expected to begin development in the near future.
- 3. If uncompleted, is the project still relevant? Should the project be changed or revised?

  Yes, the plan is required to remove vegetation in high-fire areas to mitigate wildland fire.
- 4. Other comments
  - This Action is being moved to the City's Planning Department.

#### Action Item #2

# **Mitigation Action Progress Report Form**

Progress Report Period	From Date: 2018	To Date: 2022
Action/Project Title	Priority Action Item #2 - Ensure the City's MHCP Sub-area Plan incorporates current fire protection measures and implement fire measure in Daley Ranch, consistent with the existing Conservation Agreement and the Daley Ranch Master Plan.	
Responsible Agency	City of Escondido Planning Division	
Contact Name	Adam Finestone, City Planner	
Project Dates	2018 - 2028	
Project Status	• Project delayed The agencies developing the main portion of the MHCP plan have had the plan on hold and the City has no control of the timeline. We have been told that the primary agencies (County of SD is the (formal) lead agency, the California Department of Fish and Wildlife and US Fish and Wildlife Service) plan to begin working on the plan soon.	
Funding Source	General Fund	

## **Summary of Project Progress for this Report Period**

- 1. What was accomplished for this project during this reporting period?
  - There was no progress made during this reporting period.
- 2. What obstacles, problems, or delays did the project encounter?
  - The primary agencies responsible for the main portion of the plan have delayed the project, but are expected to begin development in the near future.
- 3. If uncompleted, is the project still relevant? Should the project be changed or revised?

  Yes, the plan is required to remove vegetation in high-fire areas to mitigate wildland fire.
- 4. Other comments

This Action is being moved to the City's Planning Department.

### Action Item #3 - Complete

# **Mitigation Action Progress Report Form**

Progress Report Period	From Date: 2019	To Date: 2022
Action/Project Title	<b>Priority Action item # 3</b> - Continue involvement in regional collaborative efforts between public and private partners in public education and disaster preparedness campaigns in High Hazard Urban Interface communities.	
Responsible Agency	Fire Department	
Contact Name	La Vona Koretke	
Project Dates	2019 - 2021	
Project Status	Project completed, quarterly community wildfire prevention meetings held between 2019 and 2021.	
Funding Source	General Fund	

## **Summary of Project Progress for this Report Period**

- 1. What was accomplished for this project during this reporting period?

  Between 2019 and 2021; multiple agencies (CAL FIRE, SDGE, Fire Safe Council, Police and Fire) participated in quarterly community wildfire prevention meetings for the public.
- 2. What obstacles, problems, or delays did the project encounter? None
- 3. If uncompleted, is the project still relevant? Should the project be changed or revised?
- 4. Other comments

#### Action Item #4

## **Mitigation Action Progress Report Form**

Progress Report Period	From Date: January 2012	To Date: January 2023
Action/Project Title	Priority Action item # 4 - Develop timeframes and funding mechanism for the ultimate replacement or renovation of the Dixon and Wohlford Dams	
Responsible Agency	City of Escondido	
Contact Name	Angela Morrow	
Project Dates	2012-2028	
Project Status	Action #4 - Project on schedule, significant milestones achieved, see information below.	
Funding Source	California Proposition 1E grant (secured)	
Tananig Source	EPA WIFIA Loan (in progress)	
	Escondido water enterprise CIP fund (existing)	

### **Summary of Project Progress for this Report Period**

1. What was accomplished for this project during this reporting period?

During this reporting period, the design of the replacement of Wohlford Dam was finalized and the proposed replacement schedule was updated. The end date for the existing California Proposition 1E grant funding for the Wohlford Dam Replacement Project was extended an additional five years. This was done when State Assembly Bill 692 was signed into law in 2021. The City of Escondido had applied for CA SRF funding and a FEMA BRIC grant for the Wohlford Dam Replacement Project, both of which were unsuccessful. The City of Escondido submitted a Letter of Interest to the EPA WIFIA Program for the Wohlford Dam Replacement Project. The Letter of Interest was accepted and the City was invited to apply for a WIFIA loan. The Escondido City Council approved the terms of a WIFIA loan in May 2022. It is anticipated that a WIFIA Loan for the Wohlford Dam Replacement Project will be fully executed before the end of 2022.

2. What obstacles, problems, or delays did the project encounter?

The estimated cost of the Wohlford Dam Replacement Project has increased significantly. Obtaining additional funding has been challenging. The City of Escondido had applied for CA SRF funding and a FEMA BRIC grant for the Project, both of which were unsuccessful.

3. If uncompleted, is the project still relevant? Should the project be changed or revised?

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The replacement of Lake Wohlford Dam is still relevant because it has been determined that a portion of the dam has the potential to liquify in a large earthquake (7.5M+) and is a major water storage for the City of Escondido and the Vista Irrigation District.

Action Item #5 - Complete

## **Mitigation Action Progress Report Form**

Progress Report Period	From Date: 2018	To Date:2022
Action/Project Title	<b>Priority Action Item #5:</b> Limit hazardous materials transportation to hours of less traffic congestion as determined necessary through the environmental and developmental review process.	
Responsible Agency	City of Escondido Planning Division	
Contact Name	Adam Finestone, City Planner	
Project Dates	2018 - 2021	
Project Status	<b>Project closed</b> Manmade hazards were removed high priorities for hazard mitigation planning.	
Funding Source	General Fund	

## **Summary of Project Progress for this Report Period**

- 4. What was accomplished for this project during this reporting period?

  Conditions of approval were placed on one project to address transportation of hazardous materials.
- 5. What obstacles, problems, or delays did the project encounter?

  Staff capacity to address changes. Further, minimal projects were processed where it would be appropriate/applicable to place conditions of approval related to this action item.
- 6. If uncompleted, is the project still relevant? Should the project be changed or revised? The issue is still relevant; however, it is not applicable to this plan as it is a man-made hazard.
- 7. Other comments

# **7.2.** Plan Update Evaluation

Plan Section	Considerations	Explanation
Planning Process	Should new jurisdictions and/or districts be invited to participate in future plan updates?	Yes, Considering the new drought hazard, working with other water districts and the public is important to future planning.
	Have any internal or external agencies been invaluable to the mitigation strategy?	Ca State Fire Marshal Staff SD County Fire Authority
	Can any procedures (e.g., meeting announcements, plan updates) be done differently or more efficiently?	Providing virtual meeting options may promote additional participation.
	Has the Planning Team undertaken any public outreach activities?	The Fire department has reached out to additional agencies to assist with wildfire education. These agencies include Fire Safe Council, Local Utilities, Local Regional Fire Agencies and CAL FIRE.
	How can public participation be improved?	Additional staff and an investment in technology will improve the ability to engage and maintain public involvement.
	Have there been any changes in public support and/or decision- maker priorities related to hazard mitigation?	Adding climate change related hazards, Drought and Extreme Heat has changed our focused on additional Hazard-mitigation actions.
Capability Assessment	Have jurisdictions adopted new policies, plans, regulations, or reports that could be incorporated into this plan?	Escondido has attempted to capture newly-adopted policies, plans, and regulations into this plan.
	Are there different or additional administrative, human, technical, and financial resources available for mitigation planning?	Not at this time
	Are there different or new education and outreach programs and resources available for mitigation activities?	Not at this time, but will be developed as a result of this plan.
	Has NFIP participation changed in the participating jurisdictions?	No
	Has a natural and/or technical or human-caused disaster occurred?	Coronavirus Pandemic

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# **SECTION SEVEN | Keep the Plan Current**

Risk	Should the list of hazards addressed in	Escondido has modified the list of hazards for the City in
Assessment	the plan be modified?	this plan.
	Are there new data sources and/or	Not at this time.
	additional maps and studies available?	
	If so, what are they and what have	
	they revealed? Should the information	
	be incorporated into future plan updates?	
	Do any new critical facilities or	No
	infrastructure need to be added to the asset lists?	
	Have any changes in development	No, development trends are accounted for in this plan
	trends occurred that could create	and the City's General Plan to account for any
	additional risks?	potential/additional risks.
	Are there repetitive losses and/or	Yes. According to the 2022 FEMA Repetitive Loss Summary
	·	Report, the City of Escondido has 4 Repetitive Loss
		properties and 1 Severe Repetitive Loss property.
		See Table 14 in the County Base Plan Section 5.2.6

TABLE 13: FEMA LOCAL MITIGATION PLANNING HANDBOOK WORKSHEET 7.2 DATA.

Plan Section	Considerations	Explanation
Mitigation Strategy	Is the mitigation strategy being implemented as anticipated? Were the cost and timeline estimates accurate?	Yes for some, however, there are external agencies that are delaying a few of our priority action items.
	added to the Action Plan? Should	New Mitigation Actions have been added to the plan as a result of the reevaluation of our hazard review. New priority action items have also been added.
	anticipated in the plan that will need	Yes – unanticipated schedule delays from outside agencies and funding have delayed a few of our action items.
	Are there new funding sources to consider?	We continually work to identify new funding sources.
	Have elements of the plan been incorporated into other planning mechanisms?	Yes, aspects of the plan have been incorporated into the General Plan, including the Safety Element.
	·	No – However, additional persons of responsibly have been added to improve plan monitoring and evaluation.

Exhibit "A"

# **SECTION SEVEN** | Keep the Plan Current

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Plan	What are needed improvements to	COVID-19 greatly shorten the development time for the
Maintenance	the procedures?	plan. The city is also putting new process in place to
Procedures		improve the provcess.

TABLE 14: FEMA LOCAL MITIGATION PLANNING HANDBOOK WORKSHEET 7.2 DATA CONTINUED.

## **APPENDICES**

# **Appendices:**

# Worksheets 6.2 – New Priority Action Items added to the plan

# New Priority Action Item #3

Jurisdiction:	City of Escondido
Mitigation Action/Project Title:	New Priority Action Item #3 - Infrastructure improvements for flood zone mitigation
Hazard Mitigated:	Flooding or Dam Failure
Background/Issue:	Protect residential, commercial, and industrial properties. Storm drain is undersized in the flood zone areas.
Ideas for Integration:	Review new hydro reports, design for upsizing pipes, construction of infrastructures
Responsible Agency:	City of Escondido
Partners:	FEMA
Potential Funding:	Cal OES, HMGP, CBDG, City funds, FEMA match
Cost Estimate:	\$34,000,000
Benefits: (Losses Avoided)	Reduction of property damage, loss of life, no flooding, increase in property value
Timeline:	2023-2028 (design, construction, and apply for funding)
Priority:	Moderately high
Worksheet Completed by:	Lonnie Druliner, Engineering Dept.

# **APPENDICES**

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# New Priority Action Item #5:

Jurisdiction:	City of Escondido
Mitigation Action/Project Title:	New Priority Action Item #5 – Develop and publish an "Extreme Heat Action Plan"
Hazard Mitigated:	Extreme Heat
Background/Issue:	While the city has established 3 cool zones for extreme heat events, the City does not have a plan that defines what constitutes an extreme heat event, how to notify residents, or to check on at-risk populations.
Ideas for Integration:	Develop and publish an "Extreme Heat Action Plan" identifies areas (cool zones, pools, parks) for residents, including the elderly, persons with disabilities and other at-risk populations during an extreme heat event. The plan will define what constitutes an extreme heat in the City of Escondido and how to message the public.
Responsible Agency:	City of Escondido – The lead department will be Emergency Management
Partners:	FEMA, NWS, CAL-OES, County of San Diego, faith-based organizations
Potential Funding:	General Fund
Cost Estimate:	Staff Time
Benefits: (Losses Avoided)	With longer extreme heat events, the plan will assist the city with planning and notification leading to fewer heat related medical calls
Timeline:	2023-2025
Priority:	Moderately high
Worksheet Completed by: (Name/Department)	Jeff Murdock, Emergency Management Department

### **APPENDICES**

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# Worksheets 7.1 – Mitigation Action Progress Changes from the 2010 plan

A few of the changes from the 2010 Hazard Mitigation Plan to the 2018 hazard Mitigation Plan were not implemented. Supporting documentation is provided in separate documents. Included with this annex are two documents presented to our city council showing the intended changes from 2010 to the 2018 Plan. The first document "HazMit Plan 2017 Sections 1-7 Rev 9-25-2017 Escondido Edits.doc" contained all the Escondido edits with tracking changes turned on. The second document "08.08.18 Attachment 1.pdf" was a summary of the changes made to the 2018 version from the 2010 version to assist councilmembers to easily identify the changes.

The following is a list of Escondido changes that did not make it into the County's final 2018 version of the "Multijurisdictional Hazard Mitigation Plan":

## Should have been removed from the 2018 plan:

Action 5.D.1 - Continue to perform preventative maintenance and inspection of buildings/structures that utilize roof drain inlets, piping and sub-structures

• Action 5.D.1 was completed in the 2010 and not needed in the 2018 plan. Action 5.D.1 is not included in this plan.

## Missing modification from 2018 plan

Action 2.A.1 - Continue to assist local mobile home parks with their community preparedness plans, including presentations at meetings of park residents.

• Action 2.A.1 – This action was dropped from the 2018 plan. This has been corrected in this plan and Objective 2A actions reordered.

Action 2.C.2 - Continue to offer Fire Safety in the Workplace/Fire Extinguisher Training to businesses.

• Action 2.C.2 – This action was dropped from the 2018 plan. This has been corrected in this plan.



# **STAFF REPORT**

June 14, 2023 File Number 0600-10; A-3462

#### **SUBJECT**

# CITY WEBSITE CONSOLIDATION, UPGRADE, AND CIVIC ENGAGEMENT PROJECT UPDATE AND APPROVAL

### **DEPARTMENT**

Communications

#### **RECOMMENDATION**

Request that the City Council adopt Resolution No. 2023-71 authorizing the Mayor to execute a Master Services Agreement with CivicPlus for implementation and hosting of the City's new website. The five-year contract total is \$232,706.23.

Staff Recommendation: Approval (Communications: Joanna Axelrod, Deputy City Manager / Director of Communications and Community Services)

Presenter: Teresa Collins, Deputy Director of Communications

#### **FISCAL ANALYSIS**

The total five-year investment for the design, hosting, training, consulting, testing, maintenance, and redesign at year four of the new website is \$232,706.23. The majority of this project is funded through American Rescue Plan Act monies and will have no General Fund impact until year 5 at which time the cost will be \$7,956.26. Beyond that, annual hosting services costs will be included as part of the Communications General Fund operating budget.

#### **BACKGROUND**

The City of Escondido's website is the primary digital platform used to engage with the public and to share information regarding City operations, initiatives, and services. The current website's Content Management System (CMS) is used by all City departments to create, share, and publish information, including public noticing of federal and state-mandated information. All content is updated and managed by the respective City departments with general oversight and support from the Communications department. The current CMS is an internally hosted, open-source solution deployed in 2010. In early 2018 with direction from the City's leadership, City staff updated the look and structure of the website



#### STAFF REPORT

with a facelift and reorganization of the home page, which is the current status of www.escondido.org. Shortly after the updates to the main website, City staff updated the look and organization of the Police, Fire, and Recreation websites to fall in line with the look of the City's main site. The Escondido Public Library's website underwent an update when it launched its new logo and branding in 2019.

While the City's current website software has served the community for many years, City Leadership tasked Information Systems and Communications staff to research and recommend a new website and resident engagement platform that improves the visitor experience by making information easier to find while promoting civic engagement.

A CityWide project team was assembled with representation from Information Systems, Communications, Finance, Library, Police, Fire, Economic Development, Development Services, and Community Services. The team sought a qualified vendor with local government website design and consultation experience that could provide software, website and intranet design, content management services, hosting services and would lead and facilitate the consolidation and conversion of the City's current websites. To accomplish this, the project team identified the key outcomes for a successful vendor partnership improved public experience and an easy-to-navigate CMS system for internal staff to update web content. The project team began meeting in October 2022 and broke this project out into three phases:

- Phase 1 Research and vendor selection
  - Develop and publish an RFP for a government-focused web consultant or firm, select the best proposal, and engage services.
  - Completed in March 2023
- Phase 2 Implementation
  - Follow the lead of the consultant/vendor to implement new website software and hosting services.
  - Current phase in progress
- Phase 3- Testing
  - Will be led by the consultant/vendor and address additional needs, including engagement, migration/re-entry of the website content, and cutover to the new website.
  - Final phase of the project

The project team also identified the following key benefits of investing in a new website, community engagement, and outreach platform, including:

- Increased transparency by ease of use
  - An easy-to-navigate website helps build trust in the information the City shares.
- More opportunities to interact online
  - More City services like special event permits, surveys, and easy-to-find processes provide the community an easier avenue to communicate with City staff and leadership.
- Information accessibility for all



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- Prominent embedded translation capabilities and a fully ADA-compliant website ensures equity of information for those who access information via assistance devices or those who are not native English speakers.
- Leading with current best practices
  - By partnering with a leader in the government website space, we can be assured that the City's website consultation services with be on-trend and forward-thinking.
- Vendor partnership
  - Ongoing work with the vendor via a dedicated customer success manager ensures the City's web platform will stay optimized and up-to-date.

In December 2022, staff issued a Request for Proposals (RFP) to solicit competitive bids to identify a vendor for the website update project. The proposal required respondents to be able to provide a robust offering of technical and communications-focused functionalities. Some of the highlights include:

- The City's new website will be easy to navigate, user-centered, and accessible to all individuals served by the City of Escondido.
- The public will be able to engage with the City, submit requests, and initiate processes.
- The City's new website will incorporate a "mobile first" design to provide accessibility for all device users.
- In addition to upgrading the City's main website, the following websites will be consolidated into the City's main site: Police, Fire, Recreation, and Library. The employee intranet will also be updated.

Eight proposals were received. In January 2023, each proposal was carefully reviewed and rated by the evaluation team, which was comprised of staff members from multiple City departments. Supplemental questions were sent to the top candidates after initial ratings, and demonstrations were conducted with the top four vendors in February 2023. Finalist interviews were then conducted with the top two candidates. While all four finalists met all the criteria and needs of the project, CivicPlus was selected by staff for its product features, including communications tools and user accounts, consultation services for design, and its deep experience working with municipal clients. CivicPlus also had a competitive project cost. Staff recommends that the City enter into an agreement with CivicPlus, a platform that features a flexible, user-friendly civic engagement platform.

Per the Scope of Work, CivicPlus will deliver a new website that is user-centric (fully ADA-compliant), mobile-focused first, easy for the public to use, promotes transparency and accountability, search friendly for users without knowledge of local government structure, includes analytics, simple and intuitive content editing tools, and straightforward methods to keep all site content up-to-date. The analytics or metrics of the site will include data on user behavior, devices, and experiences that will allow staff to make improvements in content and navigation. Highlights of the Scope of Work include:



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### CivicEngage

 CivicEngage is custom-built to provide the tools needed to engage citizens, provide upto-date, easily accessible information, and foster a more involved community.

#### Hosting & Security

 Extensive industry-leading processes and procedures for protecting and hosting our website.

### ArchiveSocial

Connects directly to the City's social networks to capture and preserve all the content the
 City posts and engages with, in context and in near-real-time.

### • Merger Management

 The City will be paired with a Customer Success Manager from CivicPlus, that will help City staff navigate the merger in an efficient and successful manner.

### CivicPlus Chatbot

 This advanced technology combines the power of site search and artificial intelligence (AI), to deliver exceptional customer experiences to people using the City's website.

### Content Development

 A CivicPlus web content specialist will guide City staff in content development, ensuring the application of industry best practices for usability and accessibility.

### System Training (virtual and on-site)

 A CivicPlus trainer will deliver virtual and on-site training sessions for City staff administrators and users.

#### On-site User Testing

 User testing will verify that the website is easy to navigate and provides residents with the information they need before launch. After launch, user testing can be leveraged as a tool for continuous improvement and to guide decisions for website maintenance.

### Year 4 redesign

The contract includes a redesign of the website in year four.

The City's new website and engagement platform will provide a space to improve communication and engagement with residents. Features such as online forums, feedback forms, and newsletters will be integrated to facilitate two-way communication, enabling residents to voice concerns, provide feedback, and participate in community discussions. Residents will be able to opt-in for information they select, and the City will be able to maintain interested party lists for future communications. In addition, a strong new website will support opportunities to amplify the work the City is doing around Economic Development. The website will create a space to strengthen the ties to the City's identity while providing information for future development. While the City uses various portals, the goal is for the visitor to be able to attain all necessary information and interactions securely utilizing technology-based solutions. Social media integration will also help promote City events, initiatives, and news, reaching a wider audience and fostering civic participation. With built-in analytics, staff will leverage data to gather insights on user behavior, popular services, and areas of improvement. These analytics can inform data-driven decision-



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making, allowing the City to more effectively allocate resources, optimize service delivery, and better tailor content to meet the needs of the community.

## **RESOLUTIONS**

- a. Resolution No. 2023-71
- b. Exhibit A Resolution No. 2023-71

#### RESOLUTION NO. 2023-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A MASTER SERVICES AGREEMENT WITH CIVICPLUS FOR WEBSITE CONSULTING, REDESIGN, CONSOLIDATION, AND HOSTING SERVICES

WHEREAS, the City of Escondido has a need to acquire professional services for consulting, designing, and hosting of the municipal website; and

WHEREAS, City staff posted a Request for Proposals (RFP) for qualified candidates to provide the needed services for the project; and

WHEREAS, after reviewing all RFP responses, CivicPlus was found to be the best candidate for the project; and

WHEREAS, CivicPlus has submitted a proposal indicating they will provide professional services for the design and hosting of the municipal website for an amount not to exceed \$232,706.23 for five years; and

WHEREAS, City Staff recommends that it is in the best interest of the City to award a Master Services Agreement to CivicPlus for professional design services and hosting of the municipal website.

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

1. That the above recitations are true.

2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Master Services Agreement in the amount of \$232,706.23 with CivicPlus which is attached to this Resolution as Exhibit "A" and incorporated by this reference, subject to final approval as to form by the City Attorney.





# **CivicPlus Master Services Agreement**

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the customer entity identified on the SOW ("Customer"). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as "Party" and jointly as "Parties".

## **Recitals**

- I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the "Services"); and
- **II. WHEREAS**, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

# **Agreement**

### **Term & Termination**

- 1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for Customer's breach, Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.
- 2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy





provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

## **Invoicing & Payment Terms**

- 4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.
- 5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.
- 6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

# **Ownership & Content Responsibility**

- 7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.
- 8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and





intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

- 9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.
- 10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property, The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.
- 11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.
- 12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.
- 13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing





innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

## **Indemnification**

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus—negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying (within 30 business days) the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Client Content.

# **Responsibilities of the Parties**

- 16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.
- 17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.
- 18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.





- 19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.
- 20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.
- 21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.
- 22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

# **Data Security**

- 23. CivicPlus shall, at all times, comply with the terms and conditions of its <a href="Privacy Policy">Privacy Policy</a>. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our <a href="Privacy Policy">Privacy Policy</a>; or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.
- 24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.
- 25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application





agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

# **CivicPlus Support**

- 27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).
- 28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.
- 29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center (civicplus.help) to obtain each product's support hours. After hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.
- 30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

# **Marketing**

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Client's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.





## **Insurance**

- 32. CivicPlus will maintain during the entire Term of this Agreement, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII authorized to do business in the jurisdictions where the CivicPlus' Services are to be performed. CivicPlus agrees to deliver to Customer a certificate(s) of insurance evidencing the coverage specified in this section. CivicPlus will be solely responsible for any deductible or self-insurance retentions. Such insurance coverage will be primary and any other valid insurance existing will be in excess of such primary insurance policies.
- 33. Commercial General Liability. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$2,000,000 general aggregate. This policy shall name Customer as additional insured with respect to the provision of services provided under this Agreement. This policy shall include a primary noncontributory endorsement for the benefit of the Customer.
- 34. Workers' Compensation. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. This policy shall include a waiver of subrogation for the benefit of the Customer.
- 35. Cyber Liability (Errors & Omissions). Insurance with not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by CivicPlus in this agreement.
- 36. If CivicPlus maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the Customer requires and shall be entitled to the broader coverage and/or the higher limits maintained by CivicPlus.
  - 37. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed three times the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability. CivicPlus liability arising out of or related to CivicPlus's indemnification obligations set forth in Section 15 of this Agreement, Will not exceed CivicPlus's applicable insurance policy limits.
  - 38. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
  - 39. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

## **Warranties and Disclaimer**

40. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.





- 41. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
- 42. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
- 43. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

# **Force Majeure**

44. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

## **Taxes**

45. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

### Other Documents

46. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations,





written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

# **Interlocal Purchasing Consent/ Cooperative Purchasing**

- 47. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.
- 48. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

## **Miscellaneous Provisions**

- 49. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
- 50. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."
- 51. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
- 52. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.
- 53. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email and through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.





## **Federal Fund Provisions**

- 54. The Parties acknowledge that "American Rescue Plan Act ("ARPA") funds" awarded by the Federal Treasury Department ("Federal Awarding Agency") will be used to fund all or a portion of this Agreement. The CIVICPLUS shall comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives relating to such federal funds.
- 55. Clean Air Act. CIVICPLUS agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CIVICPLUS agrees to report each violation to the CUSTOMER and understands and agrees that the CUSTOMER will, in turn, report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office. CIVICPLUS agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal Awarding Agency.
- 56. Federal Water Pollution Control Act. CIVICPLUS agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CIVICPLUS agrees to report each violation to the CUSTOMER and understands and agrees that the CUSTOMER will, in turn, report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office. CIVICPLUS agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal Awarding Agency.
- 57. <u>Debarment and Suspension</u>.
  - a. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, CIVICPLUS is required to verify that none of CIVICPLUS's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. CIVICPLUS shall comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction CIVICPLUS enters into.
  - c. This certification is a material representation of fact relied upon by the CUSTOMER. If it is later determined that CIVICPLUS did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the CUSTOMER, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 58. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).
  - a. Prior to entering into this Agreement, CIVICPLUS shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended)). Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the Federal Awarding Agency.
  - b. Required Certification. At the time CIVICPLUS executes this Agreement, CIVICPLUS shall provide the CUSTOMER with a completed Appendix A, 44 C.F.R. Part 18 Certification Regarding Lobbying. A blank





Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying is attached to this Agreement as <u>Attachment</u> "A" and incorporated herein by this reference.

- 59. Procurement of Recovered Materials. In the performance of this Agreement, CIVICPLUS shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) competitively within a timeframe providing for compliance with the Agreement's performance schedule, (2) meeting Agreement performance requirements, or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, located at <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>. CIVICPLUS shall also comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- 60. Access to Records. The following access to records requirements apply to this Agreement: (1) CIVICPLUS agrees to provide the CUSTOMER, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CIVICPLUS that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CIVICPLUS agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. CIVICPLUS agrees to provide the Federal Awarding Agency Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement. In compliance with the Disaster Recovery Act of 2018, the CUSTOMER and CIVICPLUS acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the Federal Awarding Agency Administrator or the Comptroller General of the United States.
- 61. <u>Federal Awarding Agency Seal, Logo, and Flags</u>. CIVICPLUS shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of Federal Awarding Agency officials without specific Federal Awarding Agency pre-approval.
- 62. <u>No Obligation by Federal Government</u>. The United States Federal Government is not a party to this Agreement and is not subject to any obligations or Agreement to the CUSTOMER, CIVICPLUS, or any other party pertaining to any matter resulting from this Agreement.
- 63. Program Fraud and False or Fraudulent Statements or Related Acts. CIVICPLUS acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to CIVICPLUS's actions pertaining to this Agreement.

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#### **ATTACHMENT "A"**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Signature of Authorized Official	
Name and Title of Authorized Official	
Date	



# **STAFF REPORT**

June 14, 2023 File Number 1120-70

#### **SUBJECT**

### **CONSIDERATION OF THE TINY TOTS PROGRAM**

### **DEPARTMENT**

**Community Services** 

#### **RECOMMENDATION**

Request the City Council provide direction as to whether the Tiny Tots Program should be included in the FY 23-24 Recreation Operating Budget.

Staff Recommendation: Provide Direction (Community Services: Joanna Axelrod, Deputy City Manager/ Director of Community Services and Community Services)

Presenter: Robert Rhoades, Deputy Director of Community Services

#### **FISCAL ANALYSIS**

Given the discussion below, if there is direction to discontinue the Tiny Tots Program and reallocate resources, the staff and associated supply budget would be transitioned to other operational programs within the Community Services Department, thus no savings in expenses would be realized. There would be a loss of corresponding annual revenue of approximately \$71,300.

### **PREVIOUS ACTION**

None.

### **BACKGROUND**

The Tiny Tots Program has been operating in various capacities for over 35 years. The program was initially established as a contract class, a program that uses contract instructors (non-City staff) to operate desired specialty activities for the benefit of the public. The early popularity of the program led to its incorporation as a City-run and staffed program. This included hiring two part-time instructors and classroom aides to support the program. As the popularity grew, the program expanded to two locations, with the instructors becoming regular benefited employees.

In 2014, City staff attempted to rebrand the program and add different classes to improve advertising and increase enrollment. The program has always been featured in the Recreation Guide which has



#### STAFF REPORT

historically been mailed directly to over 48,000 households in Escondido to help get the word out. Using the overarching term "Tiny Tots Program", the following classes were rebranded/developed:

- Wee Tots (18 months 3 years): An introduction to preschool where parents and children explore the classroom through various activities, craft projects, and circle time.
- Little Tots (3-4 years old): A class specifically designed to learn through a variety of first-time foundational experiences such as social interaction, explorative play, and basic academic concepts. Participants must be potty trained prior to attendance.
- Super Tots (4-5 years old): Designed as a kindergarten preparatory class in which the curriculum is based on the common core standards.
- Summer Tots (3-5 years old): A summer camp program that is more relaxed with a greater focus
  on creative expression, outdoor exploratory experiences, and theme-based activities. A wide
  variety of activities include arts and crafts, games, music/dramatic play, as well as sensory and
  skill-building activities.
- Discovery Tots (3-5 years old): This program has not been offered since 2018 and was replaced
  with specialty-themed Recreation classes where preschoolers discover a variety of new interests
  and activities that will further nurture their development through play and exploration. Themes
  include science, drama, cooking, music, and more.

While this rebrand proved popular with Wee Tots and Summer Tots, the primary classes of Little Tots and Super Tots continued to decline in enrollment. With enrollment in these areas decreasing to 65% of capacity (86 of 132 spots) in the 2018/2019 school year, the decision was made to consolidate the classes to a single site for the 2019/2020 school year. While this consolidation concentrated the program to a centralized location, the exact same number of participants (86) enrolled in the program from the previous year. The decrease in enrollment mirrors the demographic shift reported in the 2022 US Census that Escondido's population for ages 0-5 years old declined 17% between 2017 and 2022.<sup>1</sup>

Over the course of the next two years through June 2022, the pandemic restrictions limited the capacity and classroom size. With all the restrictions lifted for the 2022/2023 school year, classroom capacities returned to normal; however, program participation remained low at 56% of overall capacity (52 of 92 spots) for the Little Tots and Super Tots classes.

As has been discussed for several years, the City faces a structural budget deficit, and therefore, as budgets are prepared, the allocation of resources is evaluated in all program areas to determine where they can have the greatest community impact. Based on the fact that enrollment in Little Tots and Super Tots has declined over the last several school years, the maximum capacity of the program being limited to 92, and the broader availability of transitional kindergarten and alternative preschool programs, staff have recommended that the staff and resources currently supporting Tiny Tots be reallocated to other program areas within Community Services that serve a larger portion of the community. There are a

<sup>&</sup>lt;sup>1</sup> https://escondido-ca.eimpactv3.com/dashboards/98/escondido-ca/overview



### STAFF REPORT

variety of preschool program providers in Escondido. EUSD's transitional kindergarten is a free academic curriculum designed to bridge the gap between preschool and kindergarten for students as young as four years old. These classes are taught by certificated teachers and are free to the public, with open enrollment opportunities.

At this time, the absence of the Tiny Tots Program would affect 20 Little Tots participants, those that are promoting from Little Tots (3-4 years old) to Super Tots (4-5 years old). However, our registration records indicate that three participants would not be eligible for transitional kindergarten. Parents who are looking for specific preschool programming such as dance, art, sports, and parent-and-me classes can still take advantage of those offerings from Community Services.

There are three City staff members who support the Tiny Tots Program, two part-time temporary and one full-time position. The City staff would be reallocated to support programs such as Mobile Recreation, Day Camps, Before and After School Program, senior services, and Special Events. By reallocating these positions, we can expand the resources and additional support to the community within these program areas. Some examples include the addition of a driver for the senior transportation program which could accommodate more seniors from the waiting list, the expansion of the free mobile recreation program into lower socioeconomic neighborhoods with limited access to recreational opportunities, or supplementing the very popular summer day camp program in which the waitlist extends to as many as 60+ individuals. With the transition of the Tiny Tots staff members into these programs, we would be able to potentially accommodate hundreds of families annually from various socioeconomic and demographic backgrounds. The Community Services Department would be unable to serve the wider cross section of the community without the transition of these staff.

With City Council's approval to reallocate these resources, the popular classes of Wee Tots and Summer Tots could be restructured, rebranded and incorporated into the Community Services Department's general offerings through the recreation classes and summer day camp programs.

Item14.



6/21/2023

PRESENTATION: CERTIFICATE OF RECOGNITION - Eagle Scout Preston Brown

**PROCLAMATION: Chief Vogt Retirement** 

CONSENT CALENDAR - (C. MCKINNEY) - CHANGE ORDERS, AMENDMENT, AND BUDGET ADJUSTMENT FOR THE RECYCLED WATER EASTERLY AGRICULTURE DISTRIBUTION SYSTEM PROJECT - Request the City Council take the following actions: 1) Adopt Resolution No. 2023-65, authorizing change orders to the Public Improvement Agreement with S.C. Valley Engineering, Inc. in the amount of \$1,897,645.76 for the Recycled Water Easterly Agriculture Distribution System Project ("Project"). 2) Adopt Resolution No. 2023-63, authorizing a Second Amendment to the Consulting Agreement with Reilly CM, Inc, in the amount of \$1,141,434.95 for construction management services for the Project. 3) Approve a Budget Adjustment.

CONSENT CALENDAR - (E.VARSO) - FY 2023-24 POLICE TOW SERVICE AGREEMENTS - IT IS REQUESTED THAT CITY COUNCIL ADOPT RESOLUTION NO. 2023-75 AUTHORIZING THE CHIEF OF POLICE TO EXECUTE POLICE TOW SERVICE AGREEMENTS - It is requested that the City Council adopt Resolution No. 2023-75 authorizing the Chief of Police to execute Police tow service agreements.

PUBLIC HEARING - (C. HOLMES) - FISCAL YEAR 2023/24 OPERATING BUDGET ADOPTION - It is requested that the City Council adopt Resolution No. 2023-58 approving the Fiscal Year 2023/24 Annual Operating Budget; and adopt Resolution No. 2023-59 approving the Appropriations Limit (GANN Limit) for Fiscal Year 2023/24.

PUBLIC HEARING - (C.HOLMES) - FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND PROJECT BUDGETS FOR FY 2023/24- It is requested that City Council approve Resolution 2023-xx adopting the FYs 2023/24-2027/28 Five Year Capital Improvement Program and FY 2023/24 Project Budgets.

**CURRENT BUSINESS - (Z. BECK) - PUBLIC COMMENT POLICY** 

CURRENT BUSINESS - (E. VARSO) - COMPACT AGREEMENT - Request the City Council approve COMPACT Agreement.

CURRENT BUSINESS - (A. FIRESTINE) - CDBG-CV HOMELESSNESS PREVENTION AND UTILITY ASSISTANCE SERVICES AGREEMENT - Request the City Council approve the CDBG-CV Homelessness Prevention and Utility Assistance Services Agreement.

6/28/2023 - NO MEETING

7/5/2023 - NO MEETING (INDEPENDENCE DAY)

7/12/2023 - COUNCIL VISION WORKSHOP