



San Diego County
Local Agency Formation Commission
 Regional Service Planning | Subdivision of the State of California

5d

AGENDA REPORT
 Consent | Action

November 7, 2022

TO: Commissioners

FROM: Keene Simonds, Executive Officer
 Carolanne Ieromnimon, Analyst I

**SUBJECT: Proposed “Felicitia Road-Elliot Reorganization” |
 Concurrent Annexation to City of Escondido and Detachment from County
 Service Area No. 135 and Related Actions (RO21-08)**

SUMMARY

The San Diego County Local Agency Formation Commission (LAFCO) will consider a reorganization initiated by a landowner with the principal action to annex approximately 0.3 acres of unincorporated territory to the City of Escondido. A concurrent detachment from County Service Area (CSA) No. 135 and its regional communication service function is also part of the reorganization. The proposal purpose is to fulfill an earlier LAFCO condition in authorizing a temporary outside wastewater service extension in November 2021. Annexation would succeed this temporary arrangement and serve as the preferred alternative in accommodating permanent wastewater service to an existing single-family residence. Staff recommends conditional approval of the proposal as submitted with a recommendation to also exclude the affected territory from Rincon del Diablo Municipal Water District’s (MWD) Improvement District E, involving fire protection and emergency medical services. Protest proceedings would also be waived.

<p>Administration Keene Simonds, Executive Officer 2550 Fifth Avenue, Suite 725 San Diego, California 92103-6624 T 619.321.3380 F 619.404.6508 www.sdlafco.org lafco@sdcounty.ca.gov</p>	<p>Chair Jim Desmond County of San Diego</p> <p>Joel Anderson County of San Diego</p> <p>Nora Vargas, Alt. County of San Diego</p>	<p>Vice Chair Paul McNamara City of Escondido</p> <p>Mary Casillas Salas City of Chula Vista</p> <p>Kristi Becker, Alt. City of Solana Beach</p>	<p>Chris Cate City of San Diego</p> <p>Marni von Wilpert, Alt. City of San Diego</p>	<p>Jo MacKenzie Vista Irrigation</p> <p>Barry Willis Alpine Fire Protection</p> <p>David A. Drake, Alt. Rincon del Diablo</p>	<p>Andy Vanderlaan General Public</p> <p>Harry Mathis, Alt. General Public</p>
---	--	--	--	---	--

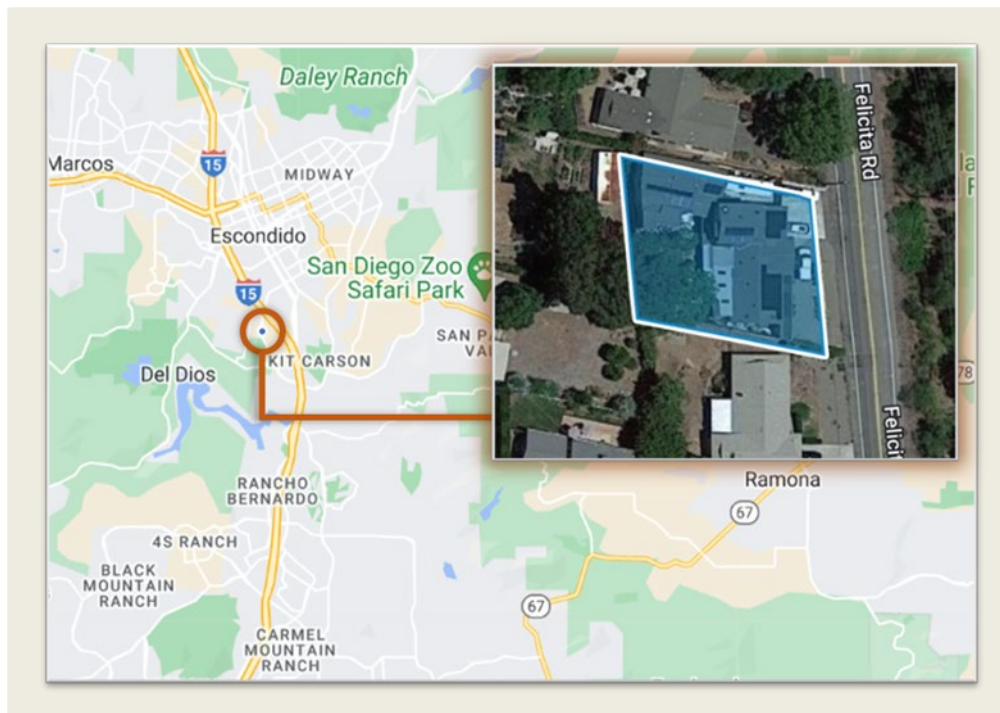
BACKGROUND

Applicant Request

San Diego LAFCO has received a proposal initiated by landowner petition (Benjamin Elliot) requesting approval to reorganize 0.3 acres of unincorporated territory with the principal action to annex to the City of Escondido. The affected territory as submitted comprises one parcel developed with a 2,741 square foot single-family residence at 2509 Felicitia Road with an associated Escondido zip code. The residence was built in 1967 and presently connected to Escondido’s public wastewater system through a temporary outside service agreement approved by LAFCO in November 2021. A secondary action to detach the affected territory from CSA No. 135 and its regional communication service function is also part of the proposed reorganization. The County Assessor’s Office identifies the subject parcel as 238-360-21.

Regional Setting

The affected territory lies within a substantially surrounded “island” of the City of Escondido commonly referred to as the “Felicitia Park” area. The frontage road – Felicitia Road – connects the affected territory to Escondido’s southwest boundary with direct access to Interstate 15. The surrounding area is largely semi-rural residential with more intensive uses located to the northeast in conjunction with entering Escondido’s jurisdictional boundary. The affected territory lies within County Supervisorial District No. 2 (Joel Anderson), Assembly District No. 75 (Marie Waldron), and Senate District No. 38 (Brian Jones). An aerial map of the affected territory and its regional setting follows with a more detailed map – including existing parcel and jurisdictional boundaries – provided as Attachment One.



Subject Agencies

The proposed reorganization filed with San Diego LAFCO involves two subject agencies: City of Escondido and CSA No. 135.¹ A summary of the subject agencies in terms of governance, resident population, municipal functions, and financial standing follows.

- **City of Escondido** was incorporated in 1888 and has a current estimated resident population of 150,799. Escondido is a full-service municipality and headlined by directly providing community planning, fire protection and emergency medical, ambulance, parks and recreation, police protection, wastewater, and water services. LAFCO last reviewed and affirmed Escondido’s sphere in 2003 with a larger-than-agency designation that includes nearly two dozen unincorporated areas. Escondido’s audited net position is \$473.4 million as of June 30, 2021 with an undesignated fund balance of (\$108.8) million. The unrestricted amount is adjusted to \$119.8 million less retiree obligations and equals 7.0 months of City operating expenses based on recent actuals. Escondido’s overall total net position has changed by 10.3% over the prior three audited years.
- **CSA No. 135** is a dependent special district of the County of San Diego encompassing 3,739.8 square miles and includes all unincorporated lands as well as 10 of the 18 cities in San Diego County. CSA No. 135 was formed in 1994 to provide public safety radio communications through a funding agreement with a third-party (Regional Communication Systems) and involves operating an 800-megahertz system. Administration of this municipal function is provided by County Sheriff. The current estimated resident population within CSA No. 135 is 1,074,319. LAFCO established a sphere of influence in 1994 coterminous to the county boundary. The sphere was last reviewed and affirmed in 2007. The most recent audit shows the County’s net position at \$3.379 billion as of June 30, 2021. This accrued amount reflects an overall three-year change of 5.4% and includes an unrestricted portion of (\$1.858 billion) that adjusts to \$1.297 billion less retiree obligations.

Affected Local Agencies

The affected territory presently lies within the jurisdictional boundaries and/or spheres of influence of 10 local agencies directly subject to San Diego LAFCO’s planning and regulatory responsibilities. These agencies qualify as “affected agencies” relative to the proposed reorganization and listed below.²

- City of Escondido (sphere of influence only)
- CSA No. 135
- Metropolitan Water District of Southern California

¹ State law defines “subject agency” to mean any district or city for which a change of organization or reorganization is proposed.

² State law defines “affected local agency” as any entity that contains, or would contain, or whose sphere contains or would contain, any territory for which a change of organization is proposed or ordered. Notice of the proposal and hearing were provided to the agencies.

- North County Cemetery District
- Palomar Healthcare District
- Resource Conservation District of Greater San Diego County
- Rincon del Diablo Municipal Water District
- San Diego County Flood Control District
- San Diego County Street Lighting District
- San Diego County Water Authority

The affected territory also lies within the following school and college districts, and accordingly receive notice of the proposal: Escondido Union School District; Escondido Union High School District; and Palomar Community College District.

DISCUSSION

This item is for San Diego LAFCO to consider approving – with or without discretionary modifications – the reorganization proposal and its principal action to annex the affected territory to City of Escondido. The Commission may also consider applying conditions so long as it does not directly regulate land use, property development, or subdivision requirements. Additional discussion with respect to proposal purpose, related development opportunities, and Commission focus follows.

Proposal Purpose

The proposed reorganization and its principal action to annex the affected territory to the City of Escondido has been filed to fulfill an earlier LAFCO condition in authorizing a temporary outside wastewater service extension in November 2021. Annexation would succeed this temporary arrangement and serve as the preferred alternative in accommodating permanent wastewater service.

Current and Planned Development

The affected territory is presently unincorporated and entirely designated by the County of San Diego as Village Residential (VR-2.9). The County also zones the affected territory as Rural Residential (RR) with a 2.0-acre minimum lot size. The existing single-family residence within the subject parcels conforms to these County land use policies. The City of Escondido General Plan separately designates the affected territory as Estate II with a zoning assignment of Residential Estate – 20, which prescribes a 0.5-acre minimum lot size. This zoning assignment prohibits any additional density development with the affected territory post annexation given the subject lot is 0.3 acres in size. Additional intensity, however, would be permitted by both the County and Escondido via one accessory dwelling unit.

Commission Focus

San Diego LAFCO’s current sphere of influence designation for the City of Escondido includes the affected territory and can readily accommodate the proposed annexation without amendment. Similarly, the current sphere of influence designation for CSA No. 135 is countywide and amendments have not been made by practice to exclude detached territory. These existing sphere determinations narrows the Commission’s consideration of the proposed reorganization to two central and sequential policy items. These policy items take the form of determinations and orient the Commission to consider the stand-alone merits of the (a) timing of the reorganization itself and (b) whether modifications or approval terms are appropriate. The Commission must also consider other relevant statutes in, and outside LAFCO law as further detailed.

ANALYSIS

San Diego LAFCO’s analysis of the proposed reorganization is divided into two subsections. The first subsection pertains to evaluating the central issues referenced in the preceding section relative to both statutory and local policy considerations. The second subsection considers other germane issues and highlighted by applicability under the California Environmental Quality Act (CEQA).

Central Policy Items

Item No. 1 |

Change of Organization Timing

The timing of the reorganization and its principal action to annex the affected territory to the City of Escondido appears appropriate. This conclusion draws from the analysis of the statutory factors required for consideration of proposed jurisdictional changes along with the proposal’s conformance with locally adopted Commission policies. Most of the prescribed review factors and applicable policies focus on the effects of the proposed annexation on the service and financial capacities of the *receiving* agency, City of Escondido (emphasis added). A summary of key conclusions generated in the review of these factors and policies with respect to service needs, capacities, and finances follow.

- Service Needs
Annexation of the affected territory to the City of Escondido would represent an orderly expansion of the City’s jurisdictional boundary and its municipal functions with the latter headlined by public wastewater. Additional details follow.
- The affected territory’s existing and planned residential land uses merits organized services and would be aided by the reorganization and annexation to the City of Escondido and its ability to provide a range of urban-supporting services. This includes – pertinently – wastewater given the subject parcel recently connected to Escondido’s collection system through a temporary out-of-agency

agreement to abate public health threats due to failing septic system. There are no other viable public wastewater service alternatives.

- The Commission has previously designated City of Escondido as the appropriate and full municipal service provider for the affected territory through the standing inclusion of land within the City’s sphere of influence. Annexation now implements this standing expectation through a public process and accommodates the expressed interest of the affected landowner to remain connected to Escondido’s wastewater system.
- The recent failing of the subject parcel’s septic system helps to quantify the timing of the reorganization and annexation therein to the City of Escondido is appropriate and responsive to current and future resident needs.
- Service Capacities and Levels

Escondido would directly assume most municipal service responsibilities for the affected territory upon reorganization and highlighted by providing the following core functions: community development, wastewater, integrated fire protection and emergency medical, and police protection. Staff’s analysis shows Escondido has sufficient capacities and related resources to readily accommodate demands in the affected territory at its current and planned uses without expanding any public infrastructure. Additional details on these core municipal functions – community development, wastewater, fire protection and emergency medical, and police protection – follows.

 - Escondido would assume community planning responsibilities for the affected territory from the County of San Diego as part of the reorganization. This transition is explicitly contemplated in the Escondido General Plan (2012) and further prescribed by the City rezoning the subject lot as Residential Estate – 20.
 - An existing Escondido wastewater main is located immediately adjacent to the east affected territory within the public right-of-way on Felicitia Road and presently accessible through an approximate 53-foot private lateral connection. It is projected the maximum average day wastewater flow generated within the affected territory based on one single family residential unit is 200 gallons. This projected amount can be readily accommodated by the City of Escondido and represents 0.0036% of its available treatment capacity remaining within its wastewater system.³ The addition of a second unit as allowed under Escondido zoning would have a de minimis impact.

³ Escondido’s existing average day wastewater flow is 12.4 million gallons, which equals 68.8% of overall capacity at its Hale Avenue Resource Recovery Facility.

- Escondido would formally assume integrated fire protection and emergency medical service responsibilities for the affected territory. This change would have no material impact on service levels given Escondido is the existing contract provider for Rincon del Diablo Municipal Water District (via its Improvement District E). First-response would continue to be provided from Escondido’s Station No. 5, located within one mile from the affected territory at 2319 Felicitia Road. Response times to the affected territory are estimated to be 1 minute for priority calls and non-priority calls. Total response time would fall within the City’s response time standard of 7.5 minutes for urban areas and 8.5 minutes for suburban areas.
- Escondido would formally assume police protection responsibilities from the County of San Diego as part of the reorganization. This change would have no material impact on service levels given Escondido’s automatic aid agreement with the County Sherriff already commits the City to serve as first-responder for all high proximity calls for the region given its proximity to the City boundary.
- Service Funding and Costs
The staff analysis shows the City of Escondido has financial resources and administrative controls to readily assume municipal service responsibilities to the affected territory in support of its existing and planned uses without significant impacts. This macro comment considers the relatively limited scale of the proposed annexation to Escondido paired with acknowledging recent City stresses due to escalating resources requiring redirection to cover pension costs. Escondido, nonetheless, finished with positive total margins in each of the last three completed fiscal years with a period average of 6.4%

**CONCLUSION |
MERITS OF CHANGE OF ORGANIZATION TIMING**

The timing of the reorganization and its principal action to annex the affected territory to the City of Escondido is warranted. Justification is marked by the preceding analysis and appropriately syncs the transition of an unincorporated parcel to an adjacent city in conjunction with establishing needed and permanent public wastewater services. Annexation to Escondido will similarly accommodate the subject parcel’s other municipal service needs in alignment with the City’s standing position as the best positioned provider of community planning and public safety (fire and police). Additional analysis supporting the conclusion is provided in Appendix A.

Item No. 2 | Modifications and Terms

No modifications to the submitted reorganization have been identified by San Diego LAFCO staff meriting Commission consideration at this time. This includes confirmation that the annexation of the affected territory would not generate any corridors and/or otherwise illogical jurisdictional features. Staff is recommending applying standard terms of approval.

CONCLUSION | MODIFICATIONS AND TERMS

No modifications appear warranted. Standard approval terms are recommended and include receipt of all remaining payments associated with the processing of the proposal by the Commission through recordation.

Other Statutory Considerations

Exchange of Property Tax Revenues

California Revenue and Taxation Code Section 99(b)(6) requires the adoption of a property tax exchange agreement by the affected local agencies before San Diego LAFCO can consider any jurisdictional change unless an applicable master agreement applies. Staff has confirmed with the City of Escondido and County of San Diego to apply an existing master agreement to govern the tax exchange for the proposed reorganization. This master agreement specifies Escondido shall receive 36% of the County’s existing apportionment of the 1% property tax collected within the affected territory going forward. There are no property taxes to be exchanged with respect to the detachment from CSA No. 135.

Environmental Review

San Diego LAFCO is obligated under CEQA to assess whether environmental impacts would result from activities approved under the Commission’s authority, either as a lead or responsible agency. LAFCO serves as lead agency under CEQA for this proposal given it has been initiated by landowner petition. Staff believes it would be appropriate for the Commission to find this action – and specifically the annexation of the affected territory to the City of Escondido and detachment from CSA No. 135 – as a project under CEQA but exempt from further review under State CEQA Guidelines Section 15319(a) and its cross-reference to Section 15303 (Class 3). This exemption appropriately applies given the proposed reorganization would not accommodate potential development beyond the statute’s threshold of no more than three single-family residences in an urban area based on current zoning.

Protest Proceedings

Protest proceedings for the reorganization may be waived by San Diego LAFCO should the Commission proceed with an approval under Government Code 56662. The recommended waiver appropriately applies under this statute given the affected territory is uninhabited as defined under LAFCO law (i.e., less than 11 voters); the subject agencies have not filed objections to the waiver; and the landowner consents to the underlying action.

RECOMMENDATION

Staff recommends approval of the reorganization as submitted along with standard terms. This recommendation is consistent with Alternative One in the proceeding section.

ALTERNATIVES FOR ACTION

The following alternative actions are available to San Diego LAFCO:

Alternative One (recommended):

Adopt the attached draft resolution approving the reorganization proposal as submitted along with standard approval terms and protest hearing waiver.

Alternative Two:

Continue consideration to the next regular meeting.

Alternative Three:

Disapprove the reorganization proposal with direction to staff to return at the next regular meeting with a conforming resolution for adoption.

PROCEDURES FOR CONSIDERATION

This item has been placed on San Diego LAFCO's agenda as part of the consent calendar. A successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation unless otherwise specified.

On behalf of the Executive Officer,



Carolanne Ieromnimon
Analyst I

Appendices:

- A) Analysis of Proposal Review Factors

Attachments:

- 1) Vicinity Map of the Affected Territory
- 2) Draft Resolution of Approval
- 3) Application Materials

Blank for Photocopying

APPENDIX A

Government Code Section 56668 Proposal Review Factors

- a) **Population and population density; land area and land use; per capita assessed valuation; topography, natural boundaries, and drainage basins; proximity to other populated areas; the likelihood of significant growth in the area, and in adjacent areas, in the next 10 years.**
-

The affected territory as submitted comprises one 0.3-acre unincorporated parcel adjacent to the City of Escondido. The subject parcel is developed with a single-family residence at 2509 Felicitia Road (APN 238-360-21) and presently occupied with six residents. The affected territory lies within an urban-residential area with moderate growth anticipated in the surrounding area within the next 10-year period. Total assessed value (land and structures) of the subject parcel is \$656,983 with the last transaction recorded in October 2017.

- b) **The need for municipal services; the present cost and adequacy of municipal services and controls in the area; probable future needs for those services and controls; probable effect of the proposed incorporation, formation, annexation, or exclusion and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent areas.**
-

The City of Escondido would assume the primary role in providing core municipal service functions for the affected territory if annexation is approved. This would include the need and related provision of community planning, wastewater, fire protection and emergency medical, and police protection. (Potable water service to the affected territory would continue to be provided by Rincon del Diablo Municipal Water District). A summary of the existing adequacy of these core services follows.

- Escondido would assume community planning responsibilities for the affected territory from the County of San Diego as part of the reorganization. This transition is explicitly contemplated in the Escondido General Plan (2012) and further prescribed by the City rezoning the subject lot as Residential Estate – 20.
- An existing Escondido wastewater main is located immediately adjacent to the east affected territory within the public right-of-way on Felicitia Road and presently accessible through an approximate 53-foot private lateral connection. It is projected the maximum average day wastewater flow generated within the affected territory based on one single family residential unit is 200 gallons. This projected amount can be readily accommodated by the City of Escondido and represents 0.0036% of its available treatment capacity remaining within its wastewater system. The addition of a second unit as allowed under Escondido zoning would have a de minimis impact.

- Escondido would formally assume integrated fire protection and emergency medical service responsibilities for the affected territory. This change would have no material impact on service levels given Escondido is the existing contract provider for Rincon del Diablo Municipal Water District (via its Improvement District E). First-response would continue to be provided from Escondido’s Station No. 5, located within one mile from the affected territory at 2319 Felicitia Road. Response times to the affected territory are estimated to be 1 minute for priority calls and non-priority calls. Total response time would fall within the City’s response time standard of 7.5 minutes for urban areas and 8.5 minutes for suburban areas.
- Escondido would formally assume police protection responsibilities from the County of San Diego as part of the reorganization. This change would have no material impact on service levels given Escondido’s automatic aid agreement with the County Sheriff already commits the City to serve as first-responder for all high proximity calls for the region given its proximity to the City boundary.

c) The effect of the proposed action and of alternative actions, on adjacent areas, on mutual social and economic interests, and on local governmental structure.

Approving the reorganization and annexation therein to the City of Escondido would reflect and strengthen existing economic and social ties between the City and the affected territory based on proximity and current service provisions involving wastewater and public safety. These existing social and economic ties are relatedly reflected in the Commission’s standing inclusion of the affected territory within Escondido’s sphere of influence.

d) The conformity of the proposal and its anticipated effects with both the adopted commission policies on providing planned, orderly, efficient patterns of urban development, and the policies/priorities set forth in G.C. Section 56377.

Approving the proposed reorganization and annexation to Escondido would facilitate the orderly expansion of the City’s jurisdictional boundary consistent with the sphere of influence. The affected territory does not contain “open-space” as defined under LAFCO law and no conflicts exists under Government Code Section 56377. Additional analysis concerning conformance with germane Commission policies follows.

- San Diego LAFCO Policy L-107 requires applicants to disclose and address potential jurisdictional issues associated with their proposals and if applicable requires a consultation process with affected agencies, interested parties, or organizations to help discuss and potentially remedy concerns unless waived by the Executive Officer. No jurisdictional disputes or related concerns were identified or disclosed by the applicant or by affected agencies or interested parties in the review of the proposal.

e) The effect of the proposal on maintaining the physical and economic integrity of agricultural lands, as defined by G.C. Section 56016.

The affected territory does not contain “prime agricultural land” or “agricultural land” as defined under LAFCO law. Specifically, the affected territory does not contain lands currently used for any of the following purposes: producing an agricultural commodity for commercial purposes; left fallow under a crop rotational program; or enrolled in an agricultural subsidy program. Approval of the proposal and annexation to Escondido would have no effect on maintaining the physical and economic integrity of agricultural lands.

f) The definiteness and certainty of the boundaries of the territory, the nonconformance of proposed boundaries with lines of assessment, the creation of islands or corridors of unincorporated territory, and other similar matters.

LAFCO is in receipt of a draft map and geographic description of the affected territory that details metes and bounds that appears consistent with the standards of the State Board of Equalization and conforming with lines of assessment. LAFCO approval would be conditioned on approval of the map and geographic description by the County Assessor’s Office and address any modifications enacted by the Commission.

g) A regional transportation plan adopted pursuant to Section 65080.

The proposed reorganization involves the principal action to annex an existing development single-family residential parcel to the City of Escondido. The proposal and its anticipated outcomes do not generate any known conflicts with *San Diego Forward*, the regional transportation plan adopted by the San Diego Association of Governments.

h) Consistency with the city or county general and specific plans.

The affected incorporated territory is presently designated by the City of Escondido for Residential Estate II. The affected territory is zoned as RE-20, which prescribes a minimum parcel size of 0.5 acres. The existing and planned residential uses are consistent with the proposal’s purpose annex the affected territory into the City of Escondido and accommodate existing and planned urban uses going forward.

i) The sphere of influence of any local agency affected by the proposal.

The affected territory lies entirely within the existing sphere of influence established for the City of Escondido.

j) The comments of any affected local agency or other public agency.

Notice of the submitted reorganization proposal was distributed to all affected and subject agencies as required under LAFCO law. Notices were also provided to all local college and school districts. No written comments on the proposal were received ahead of preparing this agenda report for distribution on October 31, 2022.

k) The ability of the newly formed or receiving entity to provide the services which are the subject of the application to the area, including the sufficiency of revenues for those services following the proposed boundary change.

Information collected and reviewed as part of this proposal indicates the City of Escondido has overall sufficient and available financial resources and administrative controls therein relative to serving the affected territory without adversely impacting existing constituents. This statement is supported by the following factors.

- Escondido’s last audit covers 2020-2021 and shows the City finished with sufficient liquidity levels with an agency-wide current ratio of 6.3 (i.e., \$6.30 in current assets for every \$1.00 in current liabilities).
- Escondido finished 2020-2021 with good capital levels and marked by a debt ratio of 55.2% (i.e., only \$52.00 out of every \$100.00 in net assets are financed.)
- Escondido finished 2020-2021 with an overall total margin of 12.5%.

l) Timely availability of adequate water supplies for projected needs as specified in G.C. Section 65352.5.

The affected territory’s existing residential uses are presently within and connected to Rincon del Diablo Municipal Water District’s retail potable water system with wholesale supplies provided by the San Diego County Water Authority. Approval of the proposed reorganization would not affect these existing relationships/commitments.

m) The extent to which the proposal will affect a city or cities and the county in achieving their respective fair shares of the regional housing needs as determined by the appropriate council of governments.

The proposed reorganization would not impact any local agencies in accommodating their regional housing needs. All potential units tied to the lands are already assigned to the City of Escondido by the region’s council of governments through the standing inclusion of the land within the City sphere of influence.

n) Any information or comments from the landowners, voters, or residents.

The affected territory is considered uninhabited as defined by LAFCO law (containing 11 registered voters or less). The landowners (Elliot’s) support the proposed reorganization and have provided written consent to the proceedings as the petitioners.

o) Any information relating to existing land use designations.

See above analysis for (h).

p) The extent to which the proposal will promote environmental justice.

The reorganization is expected to aid and/or otherwise promote environmental justice by enhancing wastewater and integrated public safety services within the affected territory and for any groups that are susceptible to pollution burdens and their effects. This latter category – notably – low-income communities, communities of color, tribal nations, and other disadvantaged groups. Consideration of existing environmental justice factors within the affected territory draw on staff analyzing data available from the California Environmental Protection Agency through its online assessment tool (CalEnviroScreen 4.0). Two composite percentile rankings for the affected territory are generated within this analysis and involves (a) pollution burdens and (b) susceptible population to pollution burdens relative to all census tracts in California.

The affected territory’s composite pollution burden ranking falls in the 12.3 percentile with an internal range between 0 to 93 percentiles. Ten pollution burdens exceed the 33 percentile and involve air quality (ozone and diesel), pesticides, drinking water contaminants, cleanup sites, groundwater threats, impaired water, traffic, solid waste, and cardiovascular disease, and considered moderate in magnitude. Three of these ten pollution burdens – traffic, cleanup sites and impaired water – also exceed the 70 percentile and are considered significant in magnitude. The affected territory’s composite susceptible population ranking falls in the 4.93 percentile with an internal range between 4.02 to 45.03 percentiles. One of these at-risk groups exceeds the 33 percentile and involves cardiovascular disease.

A summary of all tracked pollution burdens and susceptible population follows.

APN 238-360-21

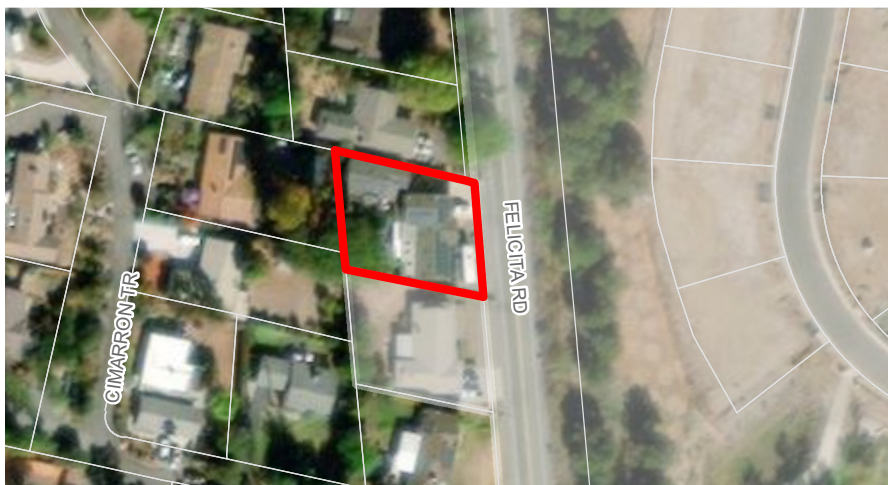
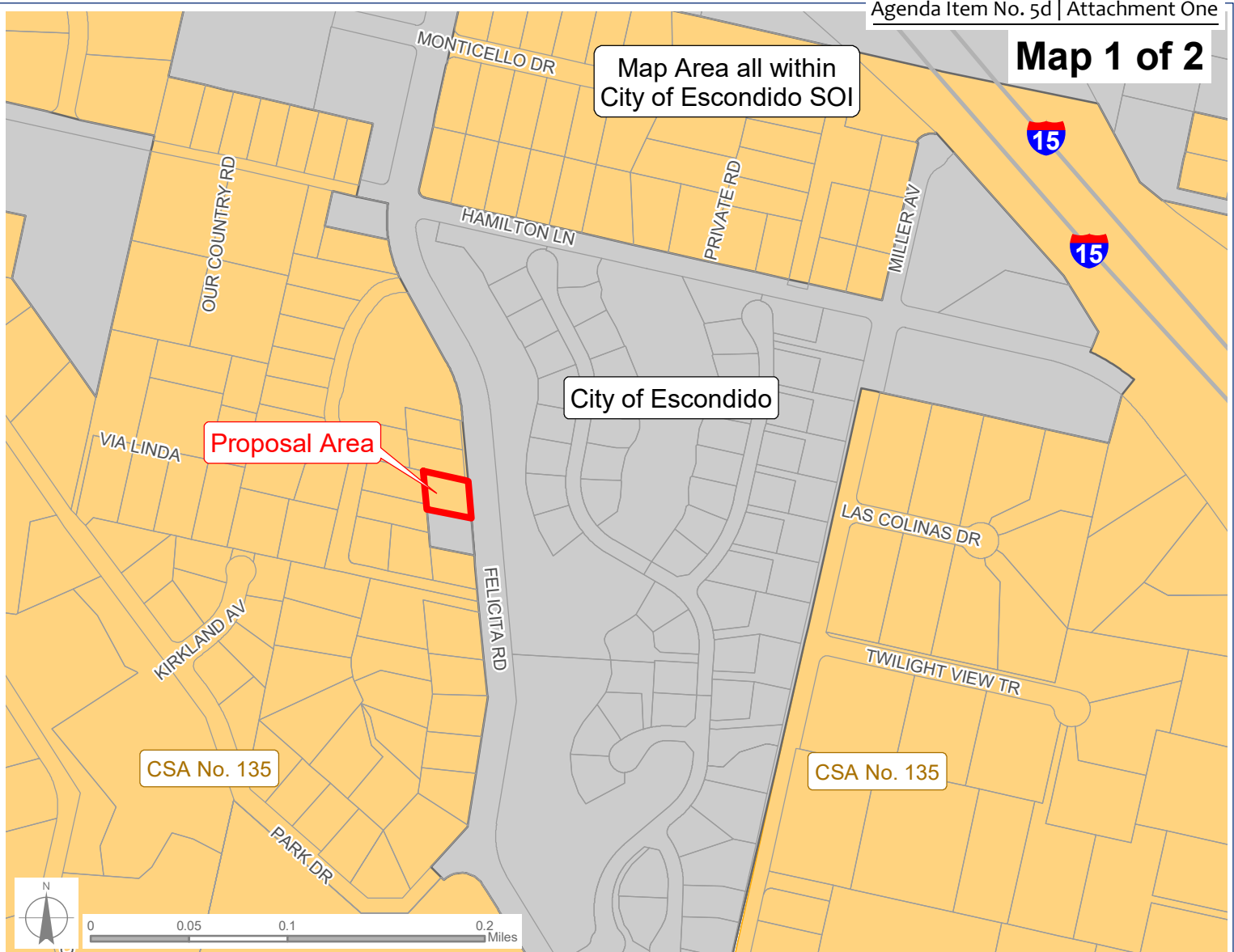
Pollution Burdens and Susceptible Population

Table 2.6a (Source: California Environmental Protection Agency and SD LAFCO)




Factor		Affected Territory + Surrounding Lands
Census Tract No.		60730204-05
Estimated Population		3,505
Pollution Burden		Weighted Percentile
... Composite Score		59.96
... Percentile		12.34
Indicator Air Quality: Ozone		50.54
Indicator Air Quality: PM 2.5:		15.42
Indicator Air Quality: Diesel PM:		58.17
Indicator Pesticides:		57.66
Indicator Toxic Releases:		10.60
Indicator Traffic:		80.06
Indicator Drinking Water Contaminants:		59.99
Indicator Lead in Housing:		6.84
Effects Cleanup Sites:		78.72
Effects Groundwater Threats:		60.43
Effects Hazardous Waste:		0.00
Effects Impaired Water:		93.36
Effects Solid Waste:		35.72
Sensitive Population		Weighted Percentile
... Percentile		4.93
Population Asthma:		7.05
Population Low Birth Weight:		4.54
Population Cardiovascular Disease:		45.03
Population Education:		15.24
Population Linguistic Isolation:		22.90
Population Poverty:		4.02
Population Unemployment:		8.69
Population Housing Burden:		21.57

- q) Information contained in a local hazard mitigation plan, information contained in a safety element of a general plan, and any maps that identify land as a very high fire hazard zone or maps that identify land determined to be in a state responsibility area, if it is determined that such information is relevant to the affected territory.

The City of Escondido’s General Plan contains a hazard mitigation plan for potential fire, flooding and earthquakes. The affected territory lies within the moderate fire hazard zone.

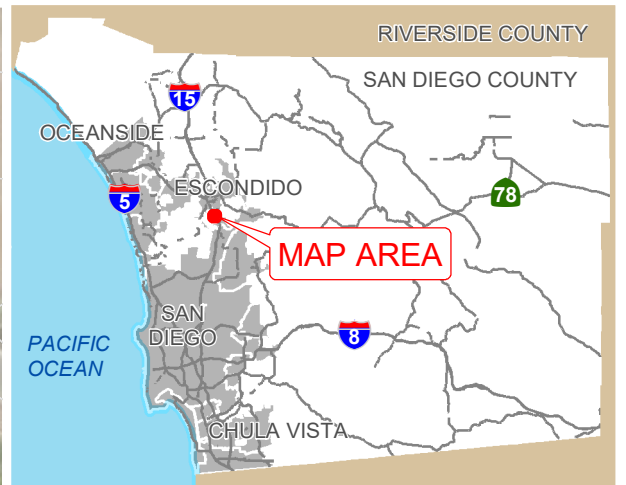
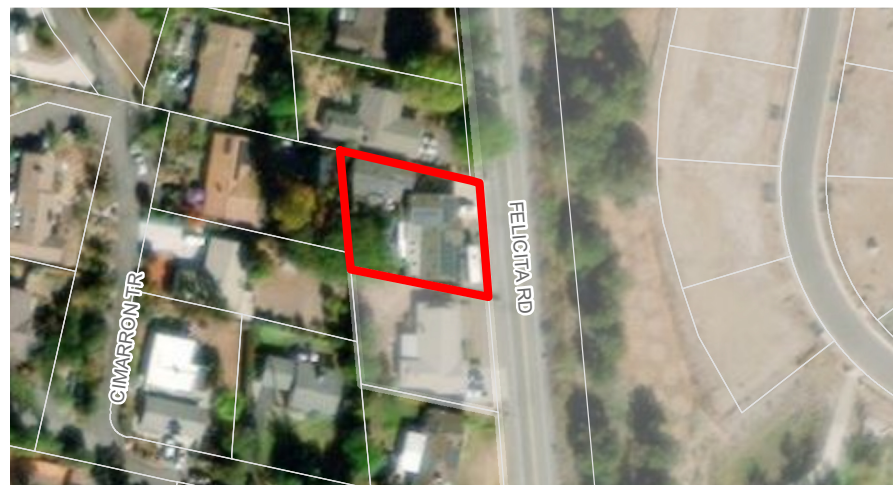
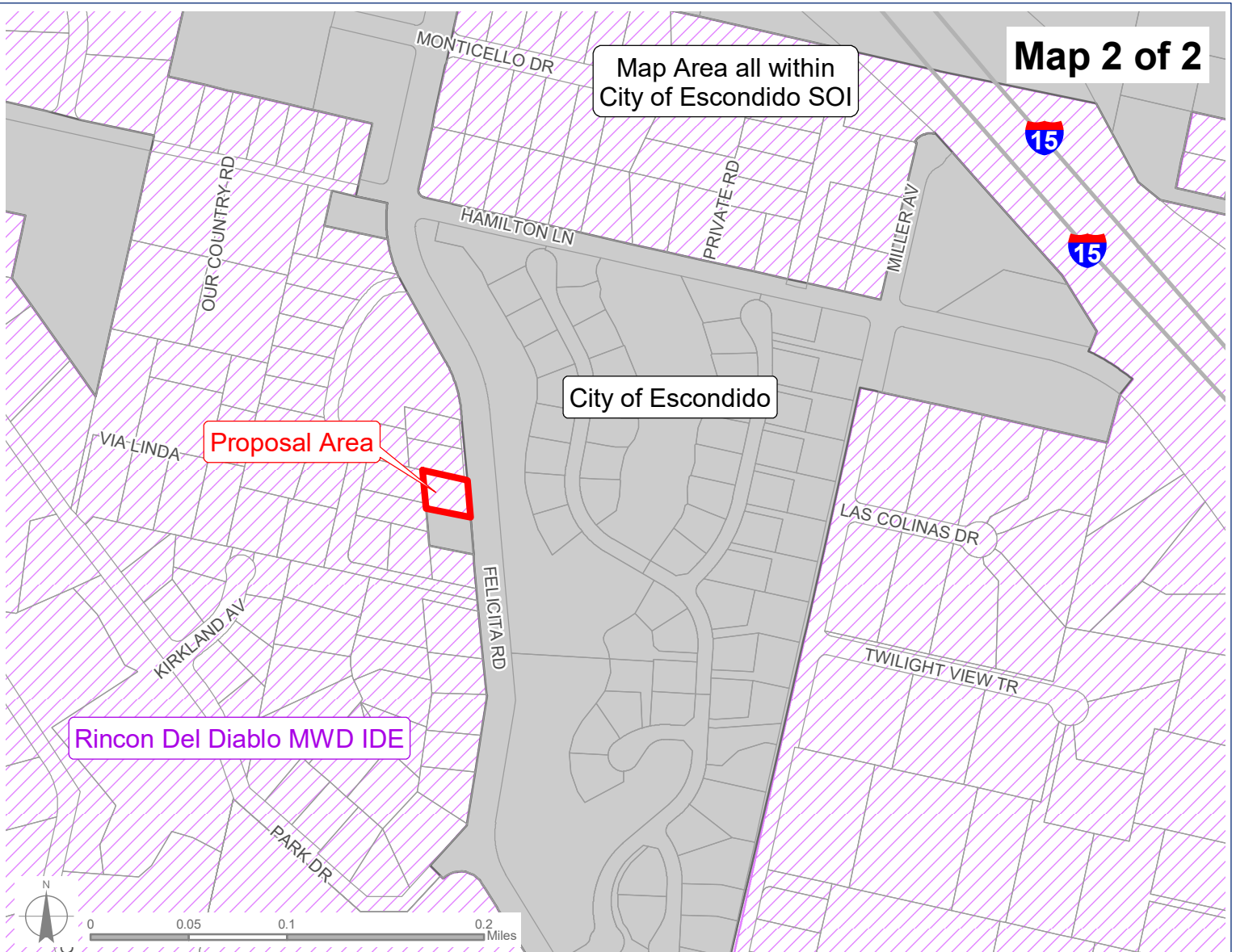


RO21-08 "FELICITA ROAD - ELLIOTT REORGANIZATION" | PROPOSED ANNEXATION TO THE CITY OF ESCONDIDO WITH CONCURRENT DETACHMENT FROM CSA 135




-  Proposal Area
-  City of Escondido
-  CSA No. 135

SOI = Sphere of Influence

Map Area all within City of Escondido SOI



RO21-08 "FELICITA ROAD - ELLIOTT REORGANIZATION" | PROPOSED ANNEXATION TO THE CITY OF ESCONDIDO WITH CONCURRENT DETACHMENT FROM CSA 135

-  Proposal Area
 -  City of Escondido
 -  Rincon Del Diablo MWD IDE
- SOI = Sphere of Influence

RESOLUTION NO. _____

SAN DIEGO COUNTY LOCAL AGENCY FORMATION COMMISSION

MAKING DETERMINATIONS, APPROVING, AND ORDERING A CHANGE OF ORGANIZATION

“FELICITA ROAD-ELLIOT REORGANIZATION”

**ANNEXATION TO THE CITY OF ESCONDIDO AND DETACHMENT FROM COUNTY SERVICE
AREA 135 AND RELATED ACTIONS (RO21-08)
LAFCO FILE NO. RO21-08**

WHEREAS, on February 15, 2022, interested landowner – Benjamin Elliot – filed a petition to initiate proceedings and an application with the San Diego County Local Agency Formation Commission, hereinafter referred to as “Commission,” pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

WHEREAS, the application seeks approval of a reorganization of approximately 0.3 acres of unincorporated territory in the County of San Diego involving annexation to the City of Escondido with concurrent detachments of the affected territory from the County Service Area 135 and Rincon del Diablo Municipal Water District Improvement District E (fire protection and emergency medical services); and

WHEREAS, the affected territory as proposed includes one legal parcel that is developed with a single-family residence and identified by the County of San Diego Assessor’s Office as 238-360-21; and

WHEREAS, on November 20, 1984, the County of San Diego and the City of Escondido approved a Master Property Tax Transfer Agreement that will govern the property tax exchange associated with the reorganization of the affected territory to the City of Escondido; and

WHEREAS, the Commission’s Executive Officer has reviewed the proposed reorganization and prepared a report with recommendations; and

WHEREAS, the Executive Officer’s report and recommendations on the proposal have been presented to the Commission in the manner provided by law; and

WHEREAS, the Commission heard and fully considered all the evidence presented at a noticed public meeting on the proposal on November 7, 2022; and

WHEREAS, the Commission considered all the factors required by law under Government Code Sections 56668 as well as adopted local policies and procedures.

NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE, DETERMINE, AND ORDER
as follows:

1. The public meeting was held on the date set therefore, and due notice of said meeting was given in the manner required by law.
2. At the public meeting, the Commission considered the Executive Officer's report.
3. The Commission serves as lead agency for environmental review of the proposed change of organization under the California Environmental Quality Act (CEQA) as detailed in the Executive Officer's report. The Commission's findings follow.
 - a) The Commission serves as lead agency under CEQA for assessing potential impacts of the proposal and specifically the annexation and extension of public wastewater service to the affected territory. The proposal qualifies as a project but is exempt from further review under State CEQA Guidelines Section 15319(a) and its cross-reference to Section 15303 (Class 3). This exemption appropriately applies given the proposed reorganization would not accommodate potential development beyond the statute's threshold of no more than three single-family residences in an urban area based on current zoning.
4. The Commission APPROVES the reorganization without modifications as described below and subject to conditions as provided. Approval involves all of the following:
 - a) Annexation of the affected territory to the City of Escondido as shown in "Exhibit A-1" and described in "Exhibit A-2".
 - b) Detachment of the affected territory from County Service Area No. 135 (Regional Communications) as shown in "Exhibit A-1" and described in "Exhibit A-2".
 - c) Exclusion of the affected territory from Rincon del Diablo Municipal Water District Improvement District "E" as shown in "Exhibit A-1" and described in "Exhibit A-2".
5. The Commission CONDITIONS all approvals on the following terms being satisfied by November 7, 2023 unless an extension is requested in writing and approved by the Executive Officer:
 - a) Completion of the 30-day reconsideration period provided under Government Code Section 56895.
 - b) Submittal to the Commission of final map and geographic description of the affected territory as approved by the Commission conforming to the requirements of the State Board of Equalization – Tax Services Division.

- c) Submittal to the Commission of the following payments:
- A check made payable to LAFCO in the amount of \$50.00 for the County of San Diego-Clerk Recorder to reimburse for filing a CEQA Notice of Exemptions consistent with the findings in the resolution.
 - A check made payable to the State Board of Equalization for processing fees in the amount of \$350.00.
6. The Commission assigns the proposal the following short-term designation:
“Felicita Road-Elliot Reorganization”
 7. The affected territory as designated by the Commission is uninhabited as defined in Government Code Section 56046.
 8. The Commission waives conducting authority proceedings under Government Code Section 56662.
 9. The County Service Area 135 (Regional Communications) and Rincon del Diablo Municipal Water District are registered-voter districts.
 10. The City of Escondido, County Service Area 135 (Regional Communications) and Rincon del Diablo Municipal Water all utilize the County of San Diego assessment roll.
 11. The affected territory will be liable for any existing bonds, contracts, and/or obligations of the City of Escondido as provided under Government Section 57328, and will be subject to any previously authorized taxes, benefit assessments, fees or charges of the City of Escondido as provided under Government Code Section 57330.
 12. The effective date of the approval shall be the date of recordation but not before the completion of a 30-day reconsideration period and only after all terms have been completed as attested by the Executive Officer.
 13. As allowed under Government Code Section 56107, the Commission authorizes the Executive Officer to make non-substantive corrections to this resolution to address any technical defects, errors, irregularities, or omissions.
 14. The Executive Officer is hereby authorized and directed to mail copies of this resolution as provided in Sections 56880-56882 of the Government Code.
 15. The Executive Officer is further authorized and directed to prepare, execute, and record a Certificate of Completion, make the required filings with the County Assessor, County Auditor, and the State Board of Equalization as required by Section 57200, et seq., of the Government Code.

**

PASSED AND ADOPTED by the Commission on November 7, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**

Attest:

Keene Simonds
Executive Officer

Blank for Photocopying

EXHIBIT A-1
MAP OF THE AFFECTED TERRITORY

-Placeholder-

Blank for Photocopying

EXHIBIT A-2
GEOGRAPHIC DESCRIPTION OF THE AFFECTED TERRITORY

-Placeholder-

**SAN DIEGO LOCAL AGENCY FORMATION COMMISSION
CHANGE OF ORGANIZATION OR REORGANIZATION APPLICATION**

The following information must be submitted when filing a change of organization or reorganization proposal with the San Diego Local Agency Formation Commission (LAFCO); additional information may be requested during review of the proposal.

- 1. **Completed CHANGE OF ORGANIZATION OR REORGANIZATION APPLICATION.**
- 2. (a) A **certified resolution of application** from an affected city or district; or
 (b) A **landowner or registered voter petition** making application to San Diego LAFCO (available from LAFCO or <http://www.sdlafco.org/forms/petition.pdf>).
- 3. A **metes-and-bounds legal description of the proposal territory perimeter** for the proposed boundary change(s), a **reproducible parcel/plat map**, and a **vicinity map**. For information about mapping requirements, refer to: http://www.sdlafco.org/forms/legal_description.pdf, and contact the County Assessor's Mapping Division at 619/531-5588. The Thomas Brother's Guide may be used for the vicinity map.
- 4. **Environmental documentation** to comply with the California Environmental Quality Act (CEQA); submit documents for applicable category only:
 - (a) **INITIAL STUDY:** Submit completed form (available from LAFCO) if no environmental review has been conducted;
 - (b) **CATEGORICAL EXEMPTION:** Submit document if an agency has certified that the project qualifies for a categorical exemption from CEQA;
 - (c) **NEGATIVE DECLARATION (ND):** Submit document with certifying resolution and Initial Study*;
 - (d) **ENVIRONMENTAL IMPACT REPORT (EIR):** Submit 15 copies of the Final EIR and certifying resolution, plus one copy of the EIR Appendix*.

* For an ND or EIR, a copy of the receipt for the fee paid to the California Department of Fish and Game must be submitted.
- 5. If annexation to a city is proposed, submit one copy of the **city resolution approving rezoning and general plan land-use designations** for the proposal territory.
- 6. **JURISDICTIONAL CONFLICTS:** If the response to question number 6 on page 3 is "Yes", complete and sign the Policy L-107 form at http://www.sdlafco.org/forms/Legislative_Policy_L_107.pdf.
- 7. **Completed CAMPAIGN CONTRIBUTION DISCLOSURE FORM AND EVALUATION CHECKLIST for DISCLOSURE OF POLITICAL EXPENDITURES** (pages 7 and 8 of application).
- 8. **PROPERTY-OWNER CONSENT FORM FOR INCLUSION OF PROPERTY** (page 9 of application).
- 9. Completed **SUBJECT AGENCY SUPPLEMENTAL INFORMATION FORM** (pages 10-12 of application) from *each* subject agency.
- 10. **LAFCO processing fees.** The San Diego LAFCO FEE SCHEDULE is available at <http://www.sdlafco.org/document/feeschedule.pdf>, or contact LAFCO staff.

**SAN DIEGO LOCAL AGENCY FORMATION COMMISSION
9335 Hazard Way · Suite 200 · San Diego, CA 92123
(858) 614-7755 · www.sdlafco.org**

RECEIVED

FEB 15 2022

SAN DIEGO LAFCO

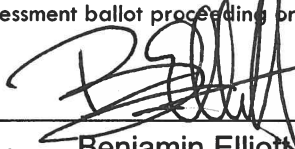
CHANGE OF ORGANIZATION OR REORGANIZATION APPLICATION

The information in this application is used by LAFCO staff to evaluate proposals for changes of government organization. Please respond to **all** items in this form, indicating "NA" when an item does **not** apply.

SUBJECT AGENCY(IES) (City or Special District)	PROPOSED CHANGE OF ORGANIZATION/ACTION (Annexation, detachment, sphere amendment, etc.)
1. <u>Escondido</u>	1. <u>Annexation</u>
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____

As part of this application, the City of Escondido or the _____ District, Benjamin Elliott _____ (the applicant), and/or the _____ (real party in interest): subject landowner and/or registered voter agrees to defend, indemnify, hold harmless, and release the San Diego LAFCO, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any or all of them, the purpose of which is to attack, set aside, void, or annul San Diego LAFCO's review, approval or denial of this application or adoption of or refusal to adopt the environmental document which accompanies it or any other action San Diego LAFCO takes with respect to this application. This defense and indemnification obligation shall include, but not be limited to, attorneys' fees, expert witness fees and other costs of defense, damages, costs, and expenses, including attorney fees payable to another party. Applicant and/or real party in interest agree that San Diego LAFCO shall have the right to appoint its own counsel to defend it and conduct its own defense in the manner it deems in its best interest and that San Diego LAFCO's taking such action does not limit the obligations to indemnify and reimburse San Diego LAFCO's defense costs. This defense and indemnification obligation shall apply whether or not there is concurrent passive or active negligence on the part of the San Diego LAFCO, its agents, officers, attorneys, or employee. The person signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. San Diego LAFCO's acceptance of this application is sufficient to make this agreement a binding, bilateral contract between us.

I acknowledge that annexation to the city of Escondido or the _____ district may result in the imposition of taxes, fees and assessments **existing within the (city or district)** on the effective date of annexation. I hereby waive any rights I may have under Articles XIII C and XIII D of the State Constitution (Proposition 218) to a hearing, assessment ballot proceeding or an election on those **existing taxes, fees and assessments**.

Agreed: _____
 Signature:  Date: Jan. 28, 2022

Print/Type Name: Benjamin Elliott
 Address: 2509 Felicita Rd. Escondido, CA 92029

Telephone: (949) - 633-0506

Property Address: 2509 Felicita Rd. Escondido, CA 92029

Cross Street(s): Felicita Rd. and Cimarron Terrace

Assessor Parcel Number(s): 238-360-21-00 Acres: 0.28

Indicate below if anyone, in addition to the person signing this application, is to receive notices of these proceedings.
 Name: _____
 Address: _____
 Telephone: () _____

A. PROPOSAL DESCRIPTION/JUSTIFICATION

1. Explain in detail why the proposal is necessary **at this time** (e.g., condition of an approved tentative map, an existing structure requires new services, etc.). _____

Our spetic system has failed and we have to conect to sewer since we have no leach field area left.

2. Describe the use of **developed** property within the proposal territory, including details about existing structures. Describe anticipated development of **vacant** property, including types of buildings, number of units, supporting facilities, etc., and when development is scheduled to occur. _____

It iwll be sewer for the main houses (4 bedrooms and 3 bathroom), along wiht a 1 bedroom with 1 bathroom.

3. Describe the topography and physical features of the proposal territory, as well as its general location in relation to communities, major freeways/highways, roads, etc. _____

The street is asphalt and will need to be opened to coonect to the sewer.

On property is gravel and dirt to ceonec to the house.

4. How many residents live within the proposal territory? 6 residents

5. How many of these residents are registered voters? 3 residents

6. Are there any jurisdictional issues associated with the LAFCO proposal or pending LAFCO action?

NO YES (If yes, please complete the Policy L-107 form at http://www.sdlafco.org/forms/Legislative_Policy_L_107.pdf)

B. LAND USE INFORMATION

GENERAL PLAN AND ZONING:

If the proposal territory is **not** within an incorporated city, San Diego County General Plan and zoning information may be obtained by calling (858) 565-5981 or toll-free (888) 267-8770 with the Assessor Parcel Number(s) of the subject property. If the proposal territory is within a city, please call the appropriate city's planning department for General Plan and zoning information.

1. COUNTY:

(a) The territory is within the North County Metro community plan.

(b) The County General Plan or community plan designation and allowed density: Village Residential VR 2.9

(c) Current County zoning and allowed density: Rural Residential

2. CITY:

(a) The territory is within the general plan area for the City of Escondido

(b) The City General Plan land use designation and allowed density: _____

(c) Current City zoning and allowed density: _____

(d) Current City rezoning and allowed density: _____

3. Indicate below *all* permits or approvals that will be needed by the County or any city to complete the project. If already granted, please note the date of approval and attach a copy of each resolution of approval. If approval is pending, please note the anticipated approval date.

Type of Approval or Permit	File No.	Approval Date	Is Resolution Attached?
Tentative Subdivision Map			<input type="checkbox"/> YES <input type="checkbox"/> NO
Tentative Parcel Map			<input type="checkbox"/> YES <input type="checkbox"/> NO
Major Use Permit			<input type="checkbox"/> YES <input type="checkbox"/> NO
City/County General Plan Amendment			<input type="checkbox"/> YES <input type="checkbox"/> NO
City Rezoning			<input type="checkbox"/> YES <input type="checkbox"/> NO
County Rezone			<input type="checkbox"/> YES <input type="checkbox"/> NO
(Other)			<input type="checkbox"/> YES <input type="checkbox"/> NO

4. Describe the land uses surrounding the proposal territory (e.g., residential, commercial, agricultural, industrial, open space, etc.).

North: Residential East: Residential
 South: Residential West: Residential

5. Indicate with a if any portion of the proposal territory contains the following:

- Agricultural land uses Agricultural Preserve
- Open Space Easement Slopes greater than 25%
- Sewer moratorium area Coastal Permit Zone
- Unusual features such as: _____

6. For city annexation proposals: Is any part of the proposal territory under a Williamson Act contract? If yes, please contact the LAFCO office for special instructions regarding petition/resolution of application requirements. YES NO

C. PUBLIC SERVICES INFORMATION

SEWER SERVICE:

1. (a) Is the proposal territory within a district or city that provides public sewer service? YES NO
(b) *If yes*, which agency? City of Escondido
2. (a) Is a developed parcel in need of annexation due to failed septic system? YES NO
(b) *If yes*, include a copy of any letters from the San Diego County Department of Environmental Health or private septic-system company.
(c) *If no*, is annexation for sewer service part of this application? YES NO
3. If annexation for sewer service is proposed, which district or city would serve the territory if this jurisdictional change is approved? _____
4. (a) Has the agency that will be providing service issued a letter of sewer availability? YES NO
(b) *If yes*, please provide a copy of the letter with this application. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)
5. (a) Will the agency be prepared to furnish sewer service upon annexation? YES NO
(b) *If no*, please explain: _____

WATER SERVICE:

1. (a) Is the proposal territory within a district or city that provides public water service? YES NO
(b) *If yes*, which agency? Rincon del Diablo Water District
2. Is a well or other on-site water system currently used on the property? YES NO
3. Is an on-site system proposed to be used when the property is developed? YES NO
4. (a) Is annexation for water service part of this application? YES NO
(b) *If yes*, which district or city would serve the territory if this jurisdictional change is approved? _____
(c) Will the agency that will be providing service be prepared to furnish water service upon annexation? YES NO
5. (a) Has the agency that will be providing service issued a letter of water availability? YES NO
(b) *If yes*, please provide a copy of the letter with this application. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)

FIRE PROTECTION SERVICES: NOTE: Complete the following section **only** if annexation to a fire protection service provider is proposed—or if the current fire protection service provider is proposed to change.

1. (a) Is the proposal territory **currently** within an agency that provides fire protection? YES NO
- (b) **If yes**, provide name and address/location of current fire service provider
- _____
- _____
- (c) Provide estimated response times to the proposal territory:
priority _____ minutes; non-priority _____ minutes

2. Is annexation for fire protection service part of this application? YES NO
3. Which city or district would serve the proposal territory if this jurisdictional change is approved?

(a) Location/address of the proposed fire service provider: _____

(b) Estimated response times to the proposal territory:
Priority _____ minutes; non-priority _____ minutes

POLICE PROTECTION SERVICES: NOTE: Complete the following section **only** if the police protection provider is proposed to change.

1. Which police agency **currently** serves the proposal territory?
- _____
- (a) Location/address of nearest police station: _____
- _____
- (b) Estimated response times to the proposal territory: priority _____ minutes; non-priority _____ minutes

2. Which police agency would serve the proposal territory if this jurisdictional change is approved?
- _____
- (a) Location/address of nearest police station: _____
- _____
- (b) Estimated response times to the proposal territory:
Priority _____ minutes; non-priority _____ minutes

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

LAFCOs are subject to the campaign disclosure provisions detailed in Government Code Section 84308, and the Regulations of the Fair Political Practices Commission (FPPC), Section 18438.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to San Diego LAFCO with your application.

1. No LAFCO commissioner shall accept, solicit, or direct a contribution of more than \$250 from any party¹ or agent² while a change of organization proceeding is pending, and for three months subsequent to the date a final decision is rendered by LAFCO. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a LAFCO proceeding shall disclose on the record of the proceeding any contribution of more than \$250 made to any commissioner by the party, or agent, during the preceding 12 months. No party to a LAFCO proceeding, or agent, shall make a contribution to a commissioner during the proceeding and for three months following the date a final decision is rendered by LAFCO.

3. Prior to rendering a decision on a LAFCO proceeding, any commissioner who received contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, that commissioner shall be permitted to participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

² "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than \$250 has been made by you or your agent to a commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current LAFCO commissioners are available at <http://www.sdlafco.org/document/CommRoster.pdf>. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact San Diego LAFCO at 9335 Hazard Way, Suite 200, San Diego, CA 92123, (858) 614-7755.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Proposed change(s) of organization: _____

(b) Name and address of any party, or agent, who has contributed more than \$250 to any commissioner within the preceding 12 months:

1. N/A _____

2. _____

(c) Date and amount of contribution:

Date N/A Amount \$ _____

Date _____ Amount \$ _____

(d) Name of commissioner to whom contribution was made:

1. N/A _____

2. _____

(e) I certify that the above information is provided to the best of my knowledge.

Printed Name BEN ELLIOTT

Signature [Signature]

Date 3/1/22 Phone 949-633-0506

To be completed by LAFCO:

Proposal:

Ref. No.

DISCLOSURE OF POLITICAL EXPENDITURES

Effective January 1, 2008, expenditures for political purposes, which are related to a change of organization or reorganization proposal that will be or has been submitted to LAFCO, are subject to the reporting and disclosure requirements of the Political Reform Act of 1974 and the Cortese-Knox-Hertzberg Act of 2000.

Please carefully read the following information to determine if reporting and disclosure provisions apply to you.

- Any person or combination of persons who, for political purposes, directly or indirectly contributes \$1,000 or more, or expend \$1,000 or more in support of, or in opposition to a proposal for a change of organization or reorganization that will be submitted to the Commission, shall disclose and report to the Commission to the same extent and subject to the same requirements of the Political Reform Act of 1974 (Government Code Section 81000 et seq.) as provided for local initiative measures, and Section 56700.1 of the Cortese-Knox-Hertzberg Act of 2000.
- Pursuant to Government Code Section 57009, any person or combination of persons who directly or indirectly contributes \$1,000 or more, or expends \$1,000 or in support of, or in opposition to, the conducting authority proceedings for a change of organization or reorganization, must comply with the disclosure requirements of the Political Reform Act of 1974, (Government Code section 81000 et seq.). Applicable reports must be filed with the Secretary of State and the appropriate city or county clerk. Copies of the report must also be filed with the Executive Officer of San Diego LAFCO.
- A roster of current San Diego LAFCO commissioners is available from the LAFCO office: 9335 Hazard Way, Suite 200, San Diego, CA 92123, (858) 614-7755, or from <http://www.sdlafco.org/document/CommRoster.pdf>

EVALUATION CHECKLIST FOR DISCLOSURE OF POLITICAL EXPENDITURES

The following checklist is provided to assist you in determining if the requirements of Government Code Sections 81000 et seq. apply to you. For further assistance contact the Fair Political Practices Commission at 428 J Street, Suite 450, Sacramento, CA 95814, (866) 275-3772 or at <http://www.fppc.ca.gov>.

1. Have you directly or indirectly made a contribution or expenditure of \$1,000 or more related to the support or opposition of a proposal that has been or will be submitted to LAFCO?

Yes

No

Date of contribution _____ Amount \$ _____

Name/Ref. No. of LAFCO proposal _____

Date proposal submitted to LAFCO _____

2. Have you, in combination with other person(s), directly or indirectly contributed or expended \$1,000 or more related to the support or opposition of a proposal that has been or will be submitted to LAFCO?

Yes

No

Date of contribution _____ Amount \$ _____

Name/Ref. No. of LAFCO proposal _____

Date proposal submitted to LAFCO _____

3. If you have filed a report in accordance with FPPC requirements, has a copy of the report been filed with San Diego LAFCO?

Yes

No

PROPERTY-OWNER CONSENT FORM FOR INCLUSION OF PROPERTY

Note: Processing of jurisdictional boundary change proposals, which involve *uninhabited*¹ territory, can be expedited by approximately 60 days if all affected landowners consent to the proposal. If you wish to take advantage of this option, please return the completed PROPERTY-OWNER CONSENT FORM FOR INCLUSION OF PROPERTY to San Diego LAFCO with your application for a jurisdictional boundary change. If consenting signatures of 100% of the affected property owners are affixed and LAFCO does not receive any opposition from subject agencies, the Commission may consider the proposal without public notice, public hearing and/or an election.

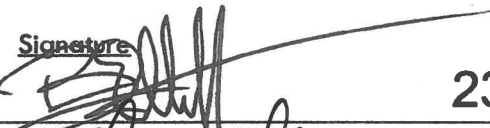

¹ Territory included within a proposed boundary change that includes less-than 12 registered voters is considered *uninhabited* (Government Code 56045).

The undersigned owners(s) of property hereby consent(s) to inclusion of that property within a proposed change of organization or reorganization consisting of:

(Please list all proposed actions)

Annexation to: 1. City of Escondido
 2. _____
 3. _____


Detachment from: 1. Septic Sytem
 2. _____
 3. _____

	<u>Date</u>	<u>Signature</u>	<u>Assessor's Parcel Number(s)</u>
1.	1/28/22		238-360-2100
2.	4/11/22		238-360-2100
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Attach additional sheets if necessary

SUBJECT AGENCY SUPPLEMENTAL INFORMATION FORM

NOTE: A copy of this form must be completed and signed by **each** local agency that will gain or lose territory as a result of the proposed jurisdictional boundary change. Attach additional sheets if necessary.

 <hr/> Signature of agency representative	Adam Finestone, AICP <hr/> Print name
Interim Director of Community Development <hr/> Title	
760-839-6203 <hr/> Telephone	March 14, 2022 <hr/> Date

A. JURISDICTIONAL INFORMATION:

Name of agency:
City of Escondido

1. Is the proposal territory within the agency's sphere of influence? Yes No
2. Upon annexation, will the proposal territory be included within an assessment district and be subject to assessment for new or extended services? Yes No
3. Does the agency have plans to establish any new assessment district that would include the proposal territory? Yes No
4. Will the proposal territory assume any existing bonded indebtedness? Yes No
If yes, indicate any taxpayer cost: \$ 0.02065 per \$100 assessed value
5. Will the proposal territory be subject to any special taxes, benefit charges, or fees? Yes No
If yes, please provide details of all costs: _____

6. Is the agency requesting an exchange of property tax revenues as a result of this proposal? Yes No
7. Is this proposed jurisdictional change subject to a master property tax agreement or master enterprise district resolution? Yes No
8. FOR CITY ANNEXATIONS: Does the proposal territory contain existing commercial development that generates retail sales of ten million dollars or more per year? Yes No
9. FOR CITY ANNEXATIONS: If any part of the proposal territory is under a Williamson Act contract, please contact the LAFCO office for special instructions regarding petition or resolution of application requirements.

EXPEDITED PROPOSAL PROCESSING: Processing of jurisdictional boundary change proposals can be expedited by approximately 60 days if all affected landowners consent to the waiver of protest and termination (conducting authority) proceedings and subject agencies do not oppose the waiver. If you do NOT want to waive these proceedings, then attach a written statement to the subject agency information form containing a signature, date, and declaration of opposition to a waiver of such proceedings.

B. SEWER SERVICE:

1. What is the agency's current wastewater treatment capacity (expressed in million gallons per day and equivalent dwelling units)? 18 MGD
72,000 EDUs

2. What is the average volume of influent currently being treated by the agency (expressed in million gallons per day and equivalent dwelling units)? 12.5 MGD;
50,000 EDU

3. (a) What is the agency's peak flow volume (expressed in million gallons per day)?
20.3 MGD

(b) What is the agency's peak flow capacity (expressed in million gallons per day)?
36 MGD

(c) Has the agency exceeded the flow (peak) capacity within the past two years?

(d) *If yes*, please describe the frequency and volume of incidents that exceeded the agency's peak capacity: _____

YES NO

4. (a) Has the agency issued a letter of sewer availability for the proposal territory?

YES NO

(b) *If yes*, please provide a copy of the letter. (This documentation should be completed by the agency no longer than 6 months prior to submittal to LAFCO.)

5. (a) How many future equivalent dwelling units have been reserved or committed for proposed projects? 1

(b) Can all projects that have received commitments of sewer availability (e.g., "will serve letters") be accommodated with planned capacity?

YES NO

6. (a) Does the agency have the necessary contractual and/or operational treatment capacity to provide sewer service to the proposal territory?

YES NO

(b) *If yes*, please specify the proposal territory's estimated sewer demand and the agency's available sewer capacity (expressed in million gallons per day and equivalent dwelling units):

18 MGD - 12.5 MGD = 5.5 MGD

72,000 EDU - 50,000 EDU = 22,000 EDU

(c) *If no*, please describe the agency's plans to upgrade capacity to resolve any capacity related issues: _____

7. Will the proposal territory be annexed to a sewer improvement district?

YES NO

8. (a) The distance for connection of the proposal territory to the agency's existing sewer system is ⁵³ _____ feet.

(b) Describe the location of the connection to the agency's existing sewer system:

An existing City of Escondido sewer main is located immediately adjacent to the property within the ROW in Felicitia Road.

PETITION FOR PROCEEDINGS PURSUANT TO THE CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000

Part I: NOTICE OF INTENT TO CIRCULATE PETITION

Proponents are required to file a NOTICE OF INTENT TO CIRCULATE PETITION with the Executive Officer of the San Diego Local Agency Formation Commission before a petition to initiate a change of organization or reorganization can be circulated (Govt. Code § 56700.4).

1. Notice is hereby given to circulate a petition proposing to: ANNEX MY PROPERTY
INTO THE CITY OF ESCONDIDO

2. The reason(s) for the proposal are: OBTAINING WASTEWATER SERVICES AS A
CONDITION OF AN EARLIER OUTSIDE OF AGENCY SERVICE APPROVAL

BEN ELLIOTT [Signature]
Proponent's Name (print) Signature of proponent or representative
2509 FELICITA RD ESCONDIDO, CA 92029
Proponent's Address City, State, Zip

Pursuant to Section 56700.4 of the California Government Code, this NOTICE OF INTENT TO CIRCULATE PETITION was filed with me on _____
Date

Executive Officer (Print and Sign)

PART II: DISCLOSURE REQUIREMENTS

The Political Reform Act prohibits a person appointed to the Local Agency Formation Commission from soliciting or accepting campaign contributions of more than \$250 within the preceding 12 months from parties, participants, or their agents while a proceeding is pending before LAFCO and for three months following the decision. LAFCO commissioners who receive such contributions are required to disqualify themselves from participating in the proceedings. Both commissioners and contributors who are parties to the proceeding are required to disclose the contributions received or made. Names of current LAFCO commissioners and LAFCO disclosure forms are available at [HTTP://WWW.SDLAFCO.ORG](http://www.sdlafco.org) or by calling 858/614-7755.

Pursuant to Government Code Section 56700.1, any person or combination of persons who, for political purposes, directly or indirectly contributes \$1,000 or more, or expend \$1,000 or more in support of, or in opposition to a proposal for a change of organization or reorganization that will be submitted to the Commission, shall disclose and report to the Commission to the same extent and subject to the same requirements of the Political Reform Act (Title 9 [commencing with Section 81000]) as provided for local initiative measures.

Pursuant to Government Code Section 57009, any person or combination of persons who directly or indirectly contributes \$1,000 or more, or expends \$1,000 or in support of, or in opposition to, the conducting authority proceedings for a change of organization or reorganization, must comply with the disclosure requirements of the Political Reform Act of 1974, (Government Code section 81000 et seq.). Applicable reports must be submitted to the Secretary of State and the appropriate city or county clerk. Copies of the reports must also be filed with the Executive Officer of San Diego LAFCO.

Part III: PETITION FOR CHANGE OF ORGANIZATION OR REORGANIZATION

This proposal is made pursuant to Part 3, Division 3, Title 5 of the California Government Code, Section 56000 et seq. of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

(a) The specific change(s) of organization proposed is/are: CITY OF ESCONDI DO

(b) The boundary of the territory included in the proposal is as described in the attached legal description and map and is by this reference incorporated herein.

(c) The proposed action(s) will be subject to the following terms and conditions:

(d) The reason(s) for the proposal is/are: TO OBTAIN WASTE WATER SERVICES

(e) Signers of this petition have signed as (select one): [X] landowner; [] registered voter.

(f) The name(s) and mailing address(s) of the chief petitioner(s) (not to exceed three) is/are:

- 1. BEN ELLIOTT 2509 FELICITA RD ESCONDI DO, CA 92029
2. CHRISTIE ELLIOTT 2509 FELICITA RD ESCONDI DO, CA 92029
3. []

(g) It is requested that proceedings for this proposal be taken in accordance with Section 56000 et seq. of the Government Code.

(h) This proposed change of organization (select one) [] is [] is not consistent with the sphere-of-influence of any affected city or district.

(i) The territory included in the proposal is (select one) [] uninhabited (11 or less registered voters) [] inhabited (12 or more registered voters)

(j) If the formation of a new district(s) is included in the proposal:

- 1. The principal act under which said district(s) is/are proposed to be formed is/are:
2. The proposed name(s) of the new district(s) is/are:

3. The boundary(ies) of the proposed new district(s) is/are described in the attached legal description and map and are by this reference incorporated herein.

(k) If an incorporation is included in the proposal:

- 1. The name of the proposed city is:
2. Provisions are requested for appointment of: [] city manager [] city clerk [] city treasurer

(l) If the proposal includes a consolidation of special districts, the proposed name of the consolidated district is:

Part IVa: REGISTERED VOTER PETITION

Petitions must meet minimum signature requirements (see Part V). Signatures must be secured within six months of the date on which the first signature was affixed. Petitions must be submitted to the LAFCO Executive Officer within 60 days after the last signature is affixed (Govt. Code § 56705).

Each of the undersigned states:

- I personally signed this petition.
- I am a registered voter within the County of San Diego.
- I personally affixed hereto the date of my signing this petition and my place of residence, or if no street or number exists, then a designation of my place of residence that will enable the location to be readily ascertained.



Name of Signer	Residence Address	Date Signed	Official Use
Sign _____ Print _____			
Sign _____ Print _____			
Sign _____ Print _____			
Sign _____ Print _____			
Sign _____ Print _____			
Sign _____ Print _____			

Part IVb: LANDOWNER PETITION

Petitions must meet minimum signature requirements (see Part V). Signatures must be secured within six months of the date on which the first signature was affixed. Petitions must be submitted to the LAFCO Executive Officer within 60 days after the last signature is affixed (Govt. Code § 56705).

Each of the undersigned states:

- I personally signed this petition.
- I am a landowner of the affected territory.
- I personally affixed hereto the date of my signing this petition and the Assessor's Parcel Number(s), or a description sufficient to identify the location of my land.

Name of Signer	Assessor's Parcel Number(s)	Date Signed	Official Use
Sign <u></u> Print <u>BEN ELLIOTT</u>	238-360-21	3/29/21	
Sign <u></u> Print <u>CHRISTIE ELLIOTT</u>	238-360-21	3/29/21	
Sign _____ Print _____			
Sign _____ Print _____			
Sign _____ Print _____			
Sign _____ Print _____			

Part V: MINIMUM SIGNATURE REQUIREMENT FOR A SUFFICIENT PETITION UNDER THE PROVISIONS OF THE CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000

Reorganization—Signatures must comply with the applicable signature requirements for each of the changes proposed (Govt. Code § 56864.1).

District Formation—Signatures as required by the principal act under which the new district is proposed to be formed (Govt. Code § 56860).

Dissolution of a District—For registered voter district: signatures by (a) not less than 10% of the registered voters within the district; or (b) not less than 10% of the number of landowners within the district who also own not less than 10% of the assessed value of land within the district.

—For landowner-voter districts: signatures by not less than 10% of the number of landowners within the district who also own not less than 10% of the assessed value of land within the district.

—If dissolution is for inactivity, the petition must be signed by three or more registered voters or landowners within the subject district and include statement and recitations as required by Govt. Code 56871 (Govt. Code § 56870).

Consolidation of Districts—For registered voter districts: signatures by not less than 5% of the registered voters within each of the districts.

—For landowner-voter districts: signatures by landowners-voters constituting not less than 5% of the number of landowner-voters owning land within each of the several districts who also own not less than 5% of the assessed value of land within each of the districts (Govt. Code § 56865).

Merger of District with City or Establishment of a Subsidiary District—For a registered voter district: signatures by (a) 5% of the registered voters of the district; or (b) 5% of the registered voters residing within the territory of the city outside the boundaries of the district.

—For a landowner-voter district: signatures by (a) 5% of the number of landowner-voters within the district; or (b) 5% of the registered voters residing within the territory of the city outside the boundaries of the district (Govt. Code § 56866).

District Annexation or Detachment—For a registered voter district: signatures by (a) not less than 25% of the number of registered voters within the territory proposed to be annexed or detached; or (b) not less than 25% of the number of landowners within the territory proposed to be annexed or detached who also own not less than 25% of the assessed value of land within the territory.

—For a landowner-voter district: signatures by not less than 25% of the number of landowners owning land within the territory proposed to be annexed or detached who also own not less than 25% of the assessed value of land within the territory (Govt. Code § 56864).

Incorporation of a City—Signatures by: (a) not less than 25% of the registered voters residing in the area to be incorporated; or (b) not less than 25% of the number of owners of land within the territory proposed to be incorporated who also own not less than 25% of the assessed value of land within the territory proposed to be incorporated (Govt. Code § 56764).

Disincorporation of a City—Signatures by not less than 25% of the registered voters residing in the city proposed to be disincorporated (Govt. Code § 56766).

Consolidation of Cities—Signatures by not less than 5% of the registered voters of each affected city (Govt. Code § 56766).

Annexation to a City—Signatures by: (a) not less than 5% of the number of registered voters residing within the territory proposed to be annexed; or (b) not less than 5% of the number of owners of land within the territory proposed to be annexed who also own 5% of the assessed value of land within the territory (Govt. Code § 56767).

Detachment from a City—Signatures by: (a) not less than 25% of the number of registered voters residing within the territory proposed to be detached; or (b) not less than 25% of the number of owners of land within the territory proposed to be detached who also own 25% of the assessed value of land within the territory (Govt. Code § 56768).

RESOLUTION NO. 2022-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN OUT-OF-AGENCY SERVICE AGREEMENT, MAKING APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION FOR SAID AGREEMENT, ESTABLISHING A PRE-ZONING DESIGNATION OF RE-20, AND AUTHORIZING SUBMITTAL OF AN ANNEXATION APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION, FOR A PROPERTY LOCATED AT 2509 FELICITA ROAD

Case No. PL21-0281

WHEREAS, the City of Escondido ("City") has received a request to provide sewer service to a property located at 2509 Felicita Road ("Property"); and

WHEREAS, the Property is all that real property described in Exhibit "A" hereto; and

WHEREAS, the City Council desires to make application to the San Diego County Local Agency Formation Commission ("LAFCO") for an out-of-agency service agreement ("Agreement"), attached hereto as Exhibit "B," for the provision of sewer service to the Property; and

WHEREAS, the City Council desires to make application to LAFCO for annexation of the Property; and

WHEREAS, the Property has a General Plan land use designation of Estate II, which is implemented through a zoning designation of RE-20; and

WHEREAS, the project is categorically exempt from further review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15303, "New Construction or Conversion of Small Structures," and 15319(a), "Annexation of Existing Facilities and Lots for Exempt Facilities."

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 the Agreement, on behalf of the City, in substantially the same format as Exhibit "B", which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.
3. That application is hereby made to LAFCO for the Agreement and annexation of the Property.
4. That this Agreement is necessary in order for the area to receive urban services available from the City of Escondido.
5. That LAFCO is hereby requested to undertake proceedings related to the Agreement and annexation described in this resolution.
6. That this proposal is made pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the Government Code of the State of California.
7. That the City Clerk of the City of Escondido is hereby authorized and directed to file a certified copy of this resolution to the executive officer of LAFCO.
8. That the City Council approves Resolution No. 2022-35, making application to LAFCO for an out-of-agency service agreement, establishing a pre-zoning designation of RE-20, and authorizing submittal of an annexation application to LAFCO for a property located at 2509 Felicita Road.


PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof the 2nd day of March, 2022 by the following vote to wit:

AYE : Councilmembers: GARCIA, INSCOE, MORASCO, MARTINEZ, MCNAMARA


NOES : Councilmembers: NONE

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:

CAACE20782954D3...
PAUL MCNAMARA, Mayor of the
City of Escondido, California

ATTEST:

DocuSigned by:

A58535D0BDC1430...
ZACK BECK, City Clerk of the
City of Escondido, California

RESOLUTION NO. 2022-35

Exhibit A

Legal Description of Property

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

ALL THAT PORTION OF LOT 2 IN BLOCK 8 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON SEPTEMBER 1, 1909 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 2, DISTANT THEREON NORTH 05°34'50" WEST 336.00 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE SOUTH 05°34'50" EAST ALONG SAID EASTERLY LINE 104.53 FEET TO THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO ALLEN W. HORNER, ET UX, RECORDED MAY 27, 1964 AS DOCUMENT NO. 1964-95140 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 77°59'00" WEST 125.00 FEET TO AN ANGLE POINT; THENCE NORTH 05°34' 50" WEST 104.53 FEET TO THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEED TO LAWRENCE M. STUMP, ET UX, RECORDED MAY 7, 1962 AS DOCUMENT NO. 1962-77745 OFFICIAL RECORDS; THENCE SOUTH 77°59'30" EAST ALONG SAID LINE TO THE POINT OF BEGINNING.

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:

Planning Division
City of Escondido
201 North Broadway
Escondido, CA 92025-2798

This Space for Recorder's Use Only

APN: 238-360-21-00

OUT-OF-AGENCY SERVICE AGREEMENT

This OUT-OF-AGENCY SERVICE AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2022, by and between the City of Escondido, a California municipal corporation ("**City**") and Benjamin C. Elliot and Christie L. Elliot, husband and wife as joint tenants (collectively, "**Owner**"). (The City and Owner may each be referred to herein as a "**Party**" and collectively as the "**Parties**.")

RECITALS

A. Owner possesses and owns that certain real property located outside the jurisdictional boundary of the City, within the unincorporated County of San Diego, as further described in Exhibit A to this Agreement, attached hereto and incorporated herein by this reference ("**Property**").

B. Pursuant to California Government Code section 56133(a), the City may provide new or extended services outside its jurisdictional boundary only if it first requests and receives written approval from the San Diego County Local Agency Formation Commission ("**LAFCO**").

C. Pursuant to California Government Code section 56133(b), LAFCO may authorize the City to provide new or extended services outside its jurisdictional boundary but within its sphere of influence in anticipation of a later change of organization.

D. In accordance with California Government Code section 56133 and LAFCO's local policies, in a letter dated September 30, 2021, which is attached hereto as Exhibit B and incorporated herein by this reference ("**Conditional Approval Letter**"), LAFCO has provided a conditional approval for the City to establish contract wastewater service for the Property, limited to the existing one dwelling unit on the Property.

E. Among other conditions of LAFCO's approval, Owner must file a landowner-petition application to annex the Property to the City.

F. The City and the Owner desire to enter into this Agreement so the City may provide wastewater service to the existing one dwelling unit on the Property, subject to Owner meeting all

conditions of the Conditional Approval Letter and any conditions otherwise expressed in this Agreement.

AGREEMENT

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

1. Recitals. The Recitals set forth above are included herein by reference as part of this Agreement and the Parties agree that said Recitals are essential facts to this Agreement.

2. Applicability of Government Code. This Agreement is made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (California Government Code section 56000 et seq.) ("**Act**") and is subject to all of the provisions of the Act, including but not limited to Government Code section 56133.

3. Authority to Connect. Upon the Parties' execution of this Agreement and Owner's recordation of this Agreement in the County Recorder's Office for San Diego County, and subject to all other terms and conditions of this Agreement, Owner may connect to the City's sewer and water system ("**Improvements**"). Owner agrees to construct the Improvements in conformance with all applicable federal, state, and local laws and regulations. No construction of the Improvements shall occur without first securing all required permits and approvals from the City, County, or any other local agency or regulatory authority, and without first completing environmental review pursuant to the California Environmental Quality Act ("**CEQA**").

4. Irrevocable Offer of Annexation. Owner hereby makes an irrevocable offer of annexation of the Property to the City. Owner waives any right of protest in the annexation of the Property to the City provided for under the Act or any other law or policy. Such waiver shall be binding on Owner and its heirs, successors in interests, and assigns.

5. Conditions of Approval. This Agreement shall be subject to the following conditions, requirements, and restrictions:

a. Owner agrees to meet all terms and conditions expressed in the Conditional Approval Letter, including each of the following:

(i.) Owner shall provide LAFCO a completed contractual service agreement form along with the required application filing fee.

(ii.) Owner shall provide LAFCO a landowner-petition application to annex the Property to the City ("**Annexation Petition**"), along with the required filing fee.

(iii.) Owner shall provide LAFCO a signed copy of this Agreement.

b. Within 10 days after execution of this Agreement by all Parties, Owner shall record this Agreement with the Office of the County Recorder for San Diego County.

c. Owner shall execute and record an agreement approved by LAFCO that consents to annexation of the Property into the City, which Agreement shall run with the land and inure to and bind all successors in interest to the Property. Owner shall undertake all rezoning and

associated environmental review and pay all associated City and LAFCO fees related to the annexation of the Property.

d. As a condition to annexation, Owner shall apply to the City to have the Property rezoned, a discretionary act that will require environmental review. At the time Owner files an Annexation Petition, Owner shall file a formal application for rezoning with the City and shall diligently and in good faith prosecute such application to completion.

e. Owner shall be responsible for all LAFCO and City fees and charges in relation to the application for rezoning, application for annexation, Improvements, future wastewater service connection, or otherwise in relation to this Agreement.

f. This Agreement is limited to the provision of wastewater service to the existing one dwelling unit on the Property and shall not be construed to provide authority for the City's provision of any additional service in relation to the Property.

6. No Pre-Commitment; Final Action Subject to Environmental Review.

a. Notwithstanding any other provision of this Agreement, nothing herein shall commit or otherwise require the City, or be interpreted as requiring the City, to issue any permit, entitlement, or other approval in relation to the Improvements. Rather, the City and Owner acknowledge and agree that the City retains full discretionary authority with respect to the Improvements, and may approve, disapprove, modify, or condition the Improvements, or any portion thereof, as otherwise authorized by law. Owner acknowledges and agrees that it is proceeding at its own risk and expense until such time as all required permits, entitlements, or other approvals are approved and without assurance that any required permits, entitlements, or other approvals will be approved.

b. The City shall not enter into any agreement that will allow for the construction of the Improvements until there has been appropriate compliance with CEQA. The City, through the planning process with Owner as to the Improvements, will identify the actions and activities that would be necessary to construct the Improvements and thereby facilitate meaningful environmental review.

7. Term. This Agreement shall commence on the Effective Date and shall remain in effect until the earlier of any of the following: (i) the Property is annexed into the City; (ii) September 30, 2022, unless extended by LAFCO in accordance with the terms of the Conditional Approval Letter; or (iii) the Agreement is terminated by the City if Owner fails to meet any condition stated herein.

8. Indemnification. Owner (including Owner's agents, employees, contractors, and subcontractors, if any) shall hold harmless, defend (with counsel reasonably acceptable to the City), and indemnify the City, its boards, commissions, departments, 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**"), and any attorney's, consultant, or expert fees and City staff costs for investigating or responding to any Claims, incurred in connection

with or arising in whole or in part from this Agreement, the use of the Improvements by the Owner (including Owner's agents, employees, invitees, contractors, and subcontractors, if any), the condition of the Improvements, or any related construction or other work undertaken on the Property, including without limitation (i) any death or bodily injury to a person; (ii) any injury to, loss, or theft of tangible or intangible property, including economic loss; or (iii) any other loss, damage, or expense sustained by the Owner in connection with any work or obligations performed in connection with this Agreement, except for any liability resulting from the active negligence, sole negligence, or willful misconduct of the City. The duty to defend the City as described in this Paragraph 10 shall apply regardless of whether any Claims are groundless, fraudulent, or false. All obligations under this Paragraph 10 shall survive the termination of this Agreement.

9. Miscellaneous.

12.1 *Governing Law.* This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Any litigation arising out of this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

12.2 *Entire Agreement.* This Agreement, together with its attachments or other documents, if any, described or incorporated herein, contains the entire agreement and understanding 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. Each of the Parties hereto acknowledges that no other Party, nor the agents nor the attorneys for any Party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

12.3 *Amendment.* This Agreement may not be amended except in a writing signed by all of the Parties hereto, and then only in the specific instance and for the specific purpose given. Any such amendment shall be recorded with the Office of the County Recorder for the County of San Diego.

12.4 *Independent Investigation.* The Parties acknowledge that they have conducted an independent investigation of the facts concerning the subject matter of this Agreement. The Parties agree that the factual recitals are correct and expressly assume the risk that the true facts concerning the foregoing may differ from those currently understood by them.

12.5 *Advice of Counsel.* The Parties hereby acknowledge that they have executed this Agreement after having the opportunity to consult with, and receive the advice of, their own counsel.

12.6 *Capacity.* Each individual signing this Agreement represents and warrants that he or she has been authorized to do so by proper action of the Party on whose behalf he or she has signed.

12.7 *Headings.* Section headings are for reference purposes only and shall not be used for interpreting the meaning of any provisions of this Agreement.

12.8 *Attorney's Fees.* In any action to enforce the terms of this Agreement, the Parties agree that the prevailing party shall be entitled to its reasonable attorney's fees and all costs,

fees, and expenses, including the fees of expert witnesses and consultants, whether or not such costs, fees, and expenses are recoverable or allowed as costs under section 1033.5 of the California Code of Civil Procedure. In addition to the foregoing award of attorney's fees and costs, the prevailing party shall be entitled to its attorney's fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision is separate and shall survive the merger of this provision into any judgment on this Agreement.

12.9 *Counterparts.* This Agreement may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document.

12.10 *Severability.* This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

12.11 *Notice.* All notices, demands, approvals, or consents provided for in this Agreement shall be in writing and delivered to the appropriate Party at its address as follows:

If to the City:

Director of Community Development
City of Escondido
201 North Broadway
Escondido, CA 92025

If to Owner:

Benjamin C. and Christie L. Elliot
2509 Felicita Road
Escondido, CA 92029

Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other Party within five business days after the notice has been deposited in the U.S. Mail, duly registered or certified, with postage prepaid, and addressed as set forth above. Any Party may change the address information provided above by giving written notice to the other Party in the manner provided in this Agreement.

12.12 *Covenants Run with Land.* So long as this Agreement remains in effect, the obligations and benefits provided for in this Agreement shall run with the land obligated and benefited, respectively, and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof. As such, it is the intent of the Parties that this Agreement and the promises, covenants, rights, and obligations set forth herein (i) shall be and are covenants running with the Property, encumbering the Property for the term of this Agreement, binding upon the Owner's successors in title and all subsequent owners and operators of the Property; (ii) are not merely personal covenants of the Owner; and (iii) shall bind the Owner and its respective successors and assigns during the term of this Agreement. Further, the Owner shall ensure that any future transfer of interest in the Property is made subject to the terms of this Agreement, such that any future successor in title or owner or operator of the Property shall be bound by the terms herein.

12.13 *Effective Date.* Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

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

CITY OF ESCONDIDO

Date: _____ By _____
Paul McNamara, Mayor

OWNER

Date: _____ By _____
Benjamin C. Elliott

Date: _____ By _____
Christie L. Elliott

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
Michael R. McGuinness, City Attorney

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 _____]

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

City of Escondido

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 _____]

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

Benjamin C. Elliott

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 _____]

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

Christie L. Elliott

Exhibit A

Legal Description of Property

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

ALL THAT PORTION OF LOT 2 IN BLOCK 8 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON SEPTEMBER 1, 1909 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 2, DISTANT THEREON NORTH 05°34'50" WEST 336.00 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE SOUTH 05°34'50" EAST ALONG SAID EASTERLY LINE 104.53 FEET TO THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO ALLEN W. HORNER, ET UX, RECORDED MAY 27, 1964 AS DOCUMENT NO. 1964-95140 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 77°59'00" WEST 125.00 FEET TO AN ANGLE POINT; THENCE NORTH 05°34' 50" WEST 104.53 FEET TO THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEED TO LAWRENCE M. STUMP, ET UX, RECORDED MAY 7, 1962 AS DOCUMENT NO. 1962-77745 OFFICIAL RECORDS; THENCE SOUTH 77°59'30" EAST ALONG SAID LINE TO THE POINT OF BEGINNING.

Exhibit B

Conditional Approval Letter



San Diego County Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

September 30, 2021

Delivered Electronically:

Mr. Benjamin Elliott
2509 Felicita Road
Escondido California 92029
bencelliott@gmail.com

**SUBJECT: Notice of Conditional Approval:
Contractual Wastewater Service Agreement for the City of Escondido to
Serve 2509 Felicita Road (Assessor Parcel Number 238-360-21)**

Mr. Elliott:

This letter serves as formal notice of San Diego County Local Agency Formation Commission (LAFCO)'s conditional approval for the City of Escondido to establish contract wastewater service for your property located at 2509 Felicita Road. This conditional approval is authorized under my powers pursuant to Government Code Section 56133 and adopted LAFCO policy and substantiated based on a review of written documentation showing the existing septic system has failed and poses a threat to public health. The conditional approval extends one calendar year unless extended and follows a written recommendation from the County of San Diego Department of Environmental Health and Quality to immediately transition the property to public wastewater should it be available.

The conditional approval is limited to authorizing the City of Escondido to enter into an outside wastewater service agreement for only the existing residential dwelling unit comprising the affected territory. All approval conditions follow.

1. Receipt by San Diego LAFCO of a completed contractual service agreement form along with an application filing fee in the amount of \$480.38. This amount reflects a 75% fee reduction given documentation of a public health threat. The form is available online.

2. Receipt by San Diego LAFCO of a landowner-petition application to annex the affected territory to the City of Escondido along with a filing fee in the amount of \$2,612.06. This amount includes a related boundary action involving County Service Area No. 135 and reflects a 75% fee reduction given documentation of a public health threat. The form is available online.
3. Receipt by San Diego LAFCO of a signed contractual wastewater service agreement between you as the landowner for the affected territory and the City of Escondido. The agreement must specify service is limited to the existing one dwelling unit.

Given the underlying urgency, I agree to waive the requirement of a map and geographic description of the affected territory being submitted to LAFCO in conjunction with the other terms listed above. These documents, nonetheless, will be required to be submitted before an annexation proposal is presented for consideration by the Commission within the referenced one-year time frame.

Separate written confirmation of the completion of all conditions tied to this approval will be provided as appropriate and serve as official notice of your legal allowance to proceed with the contractual service with the City of Escondido.

Should you have any questions in the interim, please contact LAFCO Analyst Priscilla Allen by telephone or email at priscilla.allen@sdcounty.ca.gov.

On behalf of the Executive Officer,



Priscilla Allen,
Analyst I

cc: Angela Morrow, City of Escondido
Paul Bingham, City of Escondido
Craig Caes, County of San Diego – DEH
Keene Simonds, San Diego LAFCO

EXHIBIT "A"

" FELICTA REORGANIZATON AND CONTRACTUAL

WASTEWATER SERVICE AGREEMENT "

ANNEXATION TO THE CITY OF ESCONDIDO

GEOGRAPHICAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOT 2 IN BLOCK 8 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NQ. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON SEPTEMBER 1, 1909 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 2, DISTANT THEREON NORTH 05° 34' 50" WEST 336.00 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT;

1. THENCE SOUTH 05° 34' 50" EAST ALONG SAID EASTERLY LINE 104.53 FEET TO THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO ALLEN W. HORNER, ETUX, RECORDED MAY 27, 1964 AS DOCUMENT NO. 1964-95140 OFFICIAL RECORDS OF SAID COUNTY;
2. THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 77° 59' 00" WEST 125.00 FEET TO AN ANGLE POINT;
3. THENCE NORTH 05° 34' 50" WEST 104.53 FEET TO THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEED TO LAWRENCE M. STUMP, ET UX, RECORDED MAY 7, 1962 AS DOCUMENT NO. 1962-77745 OFFICIAL RECORDS;
4. THENCE SOUTH 77° 59' 30" EAST ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINING 12,453 SQUARE FEET, MORE OR LESS.

PRELIMINARY RESULTS

EXHIBIT B

COURSES:

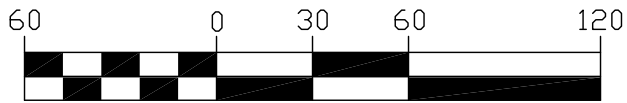
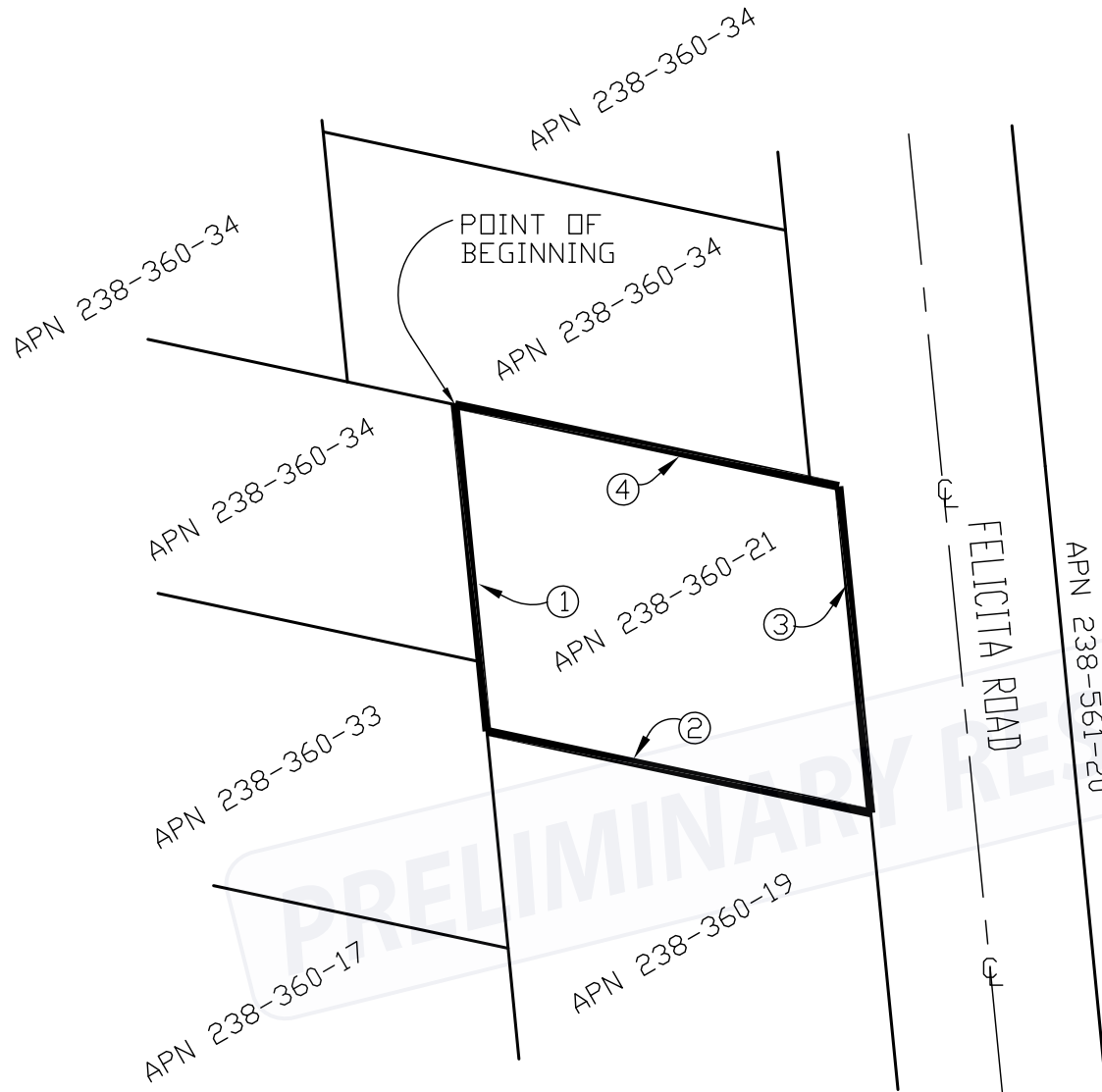
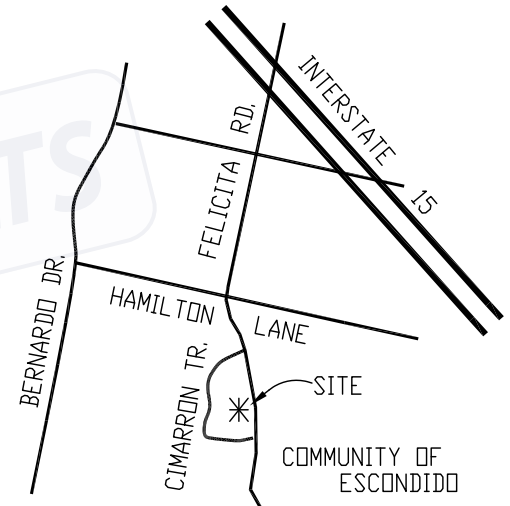
- ① S05°34'50"E 104.53'
- ② S77°59'30"E 125.00'
- ③ N05°34'50"W 104.53'
- ④ N77°59'30"W 125.00'

LEGEND:

 PROPOSED CITY OF ESCONDIDO BOUNDARY

VICINITY MAP:

NOT TO SCALE



(IN FEET)
1 INCH = 60 FT.



ASSESSORS PARCEL MAP 238-360-21	LAFCD RESOLUTION NO.	ACREAGE 0.285	DATE: 03/23/2022	SCALE: 1"=60'
CITY OF ESCONDIDO 201 NORTH BROADWAY ESCONDIDO CA 92028			LIVE OAK ENGINEERING PC 3031 RIDGE CREEK DRIVE FALLBROOK CA 92028 (951) 532-6361	

Blank for Photocopying